



Name of Work: Supply, Installation, Testing and Commissioning of Central Air-Cooling System in RAC LAB, MNIT Jaipur

NIT No.-MNIT/NIT/E/2025-26/28

TENDER BID DOCUMENT

Malaviya National Institute of Technology Jaipur

Name of work: Supply, Installation, Testing and commissioning of Central Air-Cooling System in RAC LAB, MNIT Jaipur

NIT No.-MNIT/NIT/E/2025-26/28

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Malaviya National Institute of Technology Jaipur

1. PRESS NOTE FOR NOTICE INVITING E-TENDER

The Registrar, Malaviya National Institute of Technology, Jaipur invites online item rate tender under two bid Post Qualification System (Technical & Qualification Bid and Financial Bid) from experienced and reputed contractors registered in CPWD, PWD, MES, RAILWAYS, and other Govt. organizations for the following work.

The complete Tender document can be viewed and downloaded only from the website www.mnit.ac.in, www.eprocure.gov.in Vendors are requested to submit their online bid for mentioned item as per detailed technical specification given and Price Bid as per BOQ on CPP Portal. The Important information related to tender are as follows:

1.	Tender No.	MNIT/NIT/E/2025-26/28
2.	Name of work	Supply, Installation, Testing and commissioning of Central Air-Cooling System in RAC LAB, MNIT Jaipur
3.	Estimated cost	Rs. 4,97,960/-
4.	Earnest Money	Rs. 9,960/- EMD in the form of Demand Draft in the name of The Registrar, MNIT payable at Jaipur or NEFT/RTGS in the bank account details as under:- Bank Name: ICICI Bank Ltd., Bank Branch: MNIT Jaipur Account Holder: Registrar MNIT Jaipur, J.L.N. Marg, Jaipur Bank Account No: 676805000011 Bank IFSC Code: ICIC0006768
5.	Period for completion	90 days
6.	Date of Issue/Publishing	16.02.2026 (17:00 Hrs)
7.	Document Download/Sale Start Date	16.02.2026 (17:00 Hrs)
8.	Document Download/Sale End Date	10.03.2026 (14:00 Hrs)
9.	Last Date and Time for Uploading of Bids	10.03.2026 (14:00 Hrs)
10.	Date & Time of Opening of Technical Bids	11.03.2026 (14:00 Hrs)
11.	Date of Opening of Financial Bids	Shall be communicated later

The contractors under appropriate category to participate in the tender of above description may apply. The registration / enlistment of the contractors shall be valid on the last date of submission of tender. In case the last date of submission is extended, the enlistment/registration of contractor shall also be valid up to extended date of submission.

Any information furnished by tenderer found incorrect will attract stringent legal action against him upto the extent to debar him from tendering in future and forfeiture of entire EMD and performance security.

Earnest money shall be deposited at the time of submission of tender documents. The earnest money shall be in the form of Demand Draft/ Banker's cheque of a scheduled bank issued in favour of Registrar, MNIT, Jaipur.

The successful tenderer shall have to submit a performance guarantee of 5% (Five percent) of the composite tendered amount in the appropriate form as given in PWD-6 attached with tender document within 15 days of issue of letter of acceptance.

The complete set of tender documents is available at MNIT's website <http://www.mnit.ac.in> and CPP Portal www.eprocure.gov.in .

2. INFORMATION AND INSTRUCTIONS TO CONTRACTORS

A. About CPP Portal

1. Instructions to Bidders

Instructions for Online Bid Submission

Department of Expenditure has issued the directive to publish the tender document on the Central Public Procurement Portal (URL:<http://eprocure.gov.in/eprocure/app>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. For more information, bidders may visit the CPP Portal <http://eprocure.gov.in/eprocure/app>. Tender document can also be downloaded from MNIT Jaipur Website (www.storepurchase@mnit.ac.in)

1.1 Registration Process

- a. Bidders to enroll on the e-Procurement module of the portal <http://eprocure.gov.in/eprocure/app> by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
- b. The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- c. Bidders to register upon enrolment their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- d. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. Foreign bidders are advised to refer “DSC details for Foreign Bidders” for Digital Signature requirements on the portal.
- e. Bidder then logs in to the site through the secured login by entering their user ID / password and the password of the DSC / eToken.

1.2 Tender Documents Search

- a. Various built in options are available in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
- b. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- c. Once the bidders have selected the tenders they are interested in; they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- d. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

1.3 Bid Preparation

- a. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- d. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document /Schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- e. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process

1.4 Bid Submission

- a. Bidder to log into the site well in advance for bid submission so that he/she upload the bid in time
- b. i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- c. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- d. Bidder to select the payment option as “on-line” to pay the tender fee/ EMD wherever applicable and enter details of the instrument.
- e. A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the pre- scribed format and no other format is acceptable.
- f. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- h. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

1.5 Assistance to Bidders

- a. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Help desk. The contact number for the help desk is 1800 2337315.

1.6 General Instructions to the Bidders

The tenders will be received online through portal <https://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.

Possession of Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card Token in the company’s name is a prerequisite for registration and participating in the bid submission activities

Signature of Tenderer(s)

through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link 'Information about DSC'. Bidders are advised to follow the instructions provided in the 'Instructions to the Bidders for the e- Submission of the bids online through the Central Public Procurement Portal for e- Procurement at <https://eprocure.gov.in/eprocure>.

B. Other instructions to contractors

1. The contractor submitting the tender should read the schedule of quantities, additional & special conditions, additional specification, particular specification and other terms and given in the NIT and drawings. The tenderer should also read the General Conditions of contract for CPWD Works 2020 & CPWD form 7 as modified & corrected up to date , which is available as Govt. of India Publications. However provisions included in the tender document shall prevail over the provisions contained in this standard form. The contractor should also visit the site of work and acquaint himself with the site and soil conditions before tendering. The following conditions which already form part of the tender conditions are specially brought to his notice for compliance while filling the tender. They are requested to comply following.
2. The main contractor shall execute the electrical works also. He shall be either an eligible contractor himself or associate with himself an eligible electrical contractor for execution of electrical works as Para 16.1.1 the contractor shall submit the name(s) of agency valid in appropriate class eligible to bid of the minor component of work before the issue of letter of acceptance.
3. After acceptance of the bid by competent authority, the Registrar, MNIT shall issue letter of award. After the work is awarded, the main contractor will have to enter into one agreement with Registrar, MNIT and has also to sign two or more copies of agreement depending upon number of Ex.En's of major & minor components. Registrar MNIT will operate complete agreement including major & minor components of work.
4. Tenders with any conditions including that of conditional rebates and use of correction fluid anywhere in the tender document shall be rejected forthwith. Such tenders shall be entered in tender opening register but these shall neither be read out nor entered in the tender opening register at the time of opening of tender.
5. The rate(s) must be quoted in decimal coinage. Amount must be calculated and rounded in full Rupees by ignoring fifty paise and considering more than fifty paise as rupees one. Rates must be quoted both in words & figures. Amounts should be worked out for all the items. Rates in words should start with word Rs. And finish with word "only" and there shall not be undue gap in the words of the rates.
6. The Registrar, MNIT or his duly authorized officer shall open the online tenders. In the event of a tender being accepted, the contractor shall, thereupon, for the purpose of identification, sign copies of

the specifications and other documents mentioned in this tender. In the event of tender being rejected, the Registrar, MNIT shall refund the amount of the Bid Security deposited, to the contractor making the tender on his giving a receipt for the return of the money.

7. All works shall be measured scientifically net by standard measure in MKS system and according to the rules and customs of the MNIT without reference to any local custom. Under no circumstances shall any contractor be entitled to claim enhanced rate/price in this contract.
8. The measurements of work will be taken according to the usual method in use in the MNIT and no proposals to adopt alternative methods will be accepted. Registrar MNIT decision as to what is the usual method in use with the MNIT will be final.
9. The Registrar, MNIT or other duly authorized Engineer reserves the right to ask for submission of samples as in respect of materials for which the bidder has quoted his rates before the tender can be considered for acceptance. If the bidder, who is called upon to do so, does not submit within seven days of written order to do so, the Engineer-in-Charge shall be at liberty to forfeit the said Bid Security / EMD absolutely.
10. In the event of the tender being submitted by a firm, it must be signed separately by each partner, thereof, or in the event of the absence of any partner, it must be signed on his behalf, by a person holding a Power of Attorney, authorizing him to do so. Such power of Attorney will be submitted with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act, by submitting the copy of registration certificate.
11. Receipts for payments, made on account of a work when executed, by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.
12. The bidder, while submitting bid, must provide adequate information regarding his financial, technical and organizational capacity and working experience to execute the work of the nature and magnitude.
13. The earnest money (if deposited in the form of Demand Draft) shall be kept in an envelope and marked as “EMD”. Sealed envelope marked with name of work, date & time of opening and shall be submitted to **Central Store, MNIT Jaipur** addressing “**The Registrar, Malaviya National Institute of Technology, JLN marg, Jaipur (Raj.)-302017**” before due date and time of opening of the tender.
14. The successful tenderer shall be required to submit a Performance Guarantee of 5% (Five percent) of the composite contract amount within a period of issue of letter of acceptance as specified in schedule 'F'. This period can be further extended by Registrar upto a maximum period of 7 days (with late fee @0.1% per day of Performance Guarantee amount) days on written request of the contractor.
15. The contractor shall have to execute guarantee bonds in respect of water supply and sanitary

installation works and water proofing works as per Performa.

16. GST/Sales tax/VAT, purchase tax, turn over tax, Excise duty, work contract tax or any other tax / CESS on materials/Labour as applicable shall be paid by the contractor himself. The contractor shall quote his rates considering all such taxes.

17. ADDRESS FOR COMMUNICATION:

The Registrar,
Malaviya National Institute of Technology Jaipur
Jawahar Lal Nehru Marg,
Jaipur,
Rajasthan - 302 017
Phone -0141- 2529078

C. The bids (complete in all respect) must be submitted as explained below.

Cover – 1 (Following documents to be provided)				
Ser.		Content	Supporting PageNumber of bid	File Types
1.	Technical Bid	UTR No. of payment of EMD. In case of exemption from submission of Bid security, proof of registration with NSIC/MSME.		.PDF
2.		Copy of registration / enlistment of the contractors in CPWD, PWD, MES and other Government organization		.PDF
3.		Copy of GST Certificate and PAN.		.PDF
4.		Information To Be Furnished By The Bidder (Annexure-A)		.PDF
5.		Required past Experience as per Annexure- B (kindly refer eligibility criteria)		.PDF
6.		Minimum average annual turnover of the bidder (kindly refer eligibility criteria)		.PDF
7.		Non Blacklisting of Supplier and Price reasonability declaration as per Annexure-C		.PDF
8.		Declaration of Local Content (Annexure-D)		.PDF
9.		Non-blacklisting affidavit (Annexure-E)		.PDF
10.	Financial Bid	Price bid in specified format only. (Annexure- F) <i>Note:</i> 1. Price is to be quoted in Indian Rupees only. 2.-Comparison of prices will be done ONLY on the bids submitted for the Main Equipment and anything asked as 'Optional' in the specifications is not to be included for overall comparison)		.PDF

FINANCIAL BID (PRICE-BID):

Bidder has to quote separately for all the fields as mentioned in Price Schedule. Adding 0 'Zero' shall be treated as unresponsive. After the expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. **The bid will be evaluated 'total value wise' hence it is mandatory for the bidder to quote price for all the items and supply the same to the Institute. If any bidder quote '0' Zero price for any article, his bid will be treated non-responsive and will be rejected.**

D. ELIGIBILITY CRITERIA

The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid for technical evaluation.

The attested copies of the following documents must be submitted by the tenderer along with his tender document:

- (a) The tenderer should have the experience of providing similar works in any of the Department/Autonomous Institutions/Universities Undertakings of the Government of India or any other State/UT Government in last three years and having completion certificate / work order of similar nature of work at least a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost. or b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost. or c. One similar completed work costing not less than the amount equal to 80% of the estimated cost. Proof to this effect to be attached with Amount.
- (b) The tenderer firm/agency/company should have a valid registrations such as Permanent Account Number (PAN) of the Income Tax Deptt; GST Registration Number; Registration No. of the Agency/Firm; Employees Provident Fund Account Number; ESI Registration Number; License Number under Contract Labour Act. (If Applicable)(Copy to be uploaded)
- (c) The firm should have minimum annual average turnover in last three year financial ending on 31.03.2025 amounting **Rs.1.50 lakhs** (To ascertain the CA certificate or Audited balance sheet of last three financial years(22-23,23-24 & 24-25) is required)
- (d) The tenderer firm/agency/company/partnership firm should not have been blacklisted by any State or Central Government Department, PSU, or Autonomous Body during the last seven (7) years of its operations. In this regard, an affidavit to this effect shall be submitted as per **Annexure–E**.
- (e) The contractors enlisted in CPWD, PWD, MES and other Government organization under appropriate

category to participate in the tender of above description may apply. The registration / enlistment of the contractors shall be valid on the last date of submission of tender. In case the last date of submission is extended, the enlistment/registration of contractor shall also be valid upto extended date of submission.

E. REJECTION OF BIDS

The Bid will be considered Non Responsive & summarily rejected in case it does not fulfill any one or more of the following conditions:-

- a. If EMD is not provided by the bidder.
- b. If the bidder tries to put any influence.
- c. If the bidder furnished false information.
- d. Any bid indicating conditions beyond those indicated in this Tender Document i.e. conditional bid shall be rejected.

F. CRITERIA FOR SELECTION OF BIDDERS

- a. The financial bids of the only technically qualified bidders will be considered. The bidder who quotes lowest in the financial bid shall be eligible for award of work and evaluation will be made on the basis of total value wise.**
- b. Financial bid:** The financial bid is to be quoted as per Financial Bid format only.
- c.** The Director, MNIT Jaipur reserves all the rights related to the opening, evaluation and cancellation of Bids without assigning any reasons thereof. The Director, MNIT Jaipur can accept OR reject the financial bids without assigning any reason and decision of the Director, MNIT Jaipur will be final & binding in this regard. In case of any ambiguity while comparing the rates offered by the bidders, The Director, MNIT Jaipur reserves all the rights to decide on the issue of identifying selected bidder.

Registrar, MNIT Jaipur

3. NOTICE INVITING TENDER

The Registrar, Malaviya National Institute of Technology, Jaipur invites bid under one Post Qualification System (Technical & Qualification Bid and Financial Bid) from experienced of similar work or reputed contractors registered in CPWD, PWD, MES, RAILWAYS, and other Govt. organizations for the work **Supply, Installation, Testing and commissioning of Central Air-Cooling System in RAC LAB, MNIT Jaipur.**

1. The enlistment of the contractors shall be valid on the last date of submission of tender. In case the last date of submission of tender extended, the enlistment shall be valid up to extended date of submission.
2. The time allowed for carrying out the work will be **90 days** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
3. The site for the work is available. (Site available)
4. The work is estimated to cost Total **Rs. 4,97,960/-** This estimated cost is however merely a rough guide.
5. The Registrar, MNIT, will deal with all matters relating to the invitation of tenders.
6. The eligibility of tenderer will correspond to the combined estimated cost of different components put to tender correspond to the combined estimated cost of different components put to tender.
7. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD- 8 which is available as a Govt. of India Publication. Tenderers shall quote his rates as per various terms and conditions of the said form which will form part of the agreement. However the provisions included intender documents shall prevail over the corresponding provision contained in standard CPWD form no.8.
8. The architectural and structural drawing shall be made available in phased manner, as per requirement of the same as per approved program of completion submitted by the contractor after award of the work.
9. Bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms & conditions of contract to be complied with and other necessary documents including Standard General Conditions of Contract Form can be seen and downloaded at free of cost from website **www.mnit.ac.in, www.eprocure.gov.in.**
10. Tenders shall be accompanied with Earnest money as mentioned in NIT @ 2% of composite estimated cost in form of Demand Draft/ Banker's cheque of a scheduled bank issued in favour of Registrar, MNIT, Jaipur, having validity for 3 months or more from the last date of receipt of tenders.
11. A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs. 20 lacs, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any scheduled bank having validity for six months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders. Copy of documents as specified in the press notice shall be scanned and uploaded to the e-tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder only within a week Physical EMD of the scanned copy of EMD uploaded shall must have to be deposited in MNIT Jaipur.

Online bids documents submitted by intending bidders shall be opened only of those bidders, whose original EMD deposited with any division of CPWD and other Documents scanned and uploaded are found in order.

The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if:

- (i) The bidders is found ineligible.
 - (ii) The bidders do not upload all the documents (including GST registration) as stipulated in the bid documents including declaration of EMD.
 - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest tenderer in the office of tender opening authority.
12. The Bidder whose bid is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the bidden amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any scheduled bank / Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank /Pay order of any Scheduled Bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the Bidder fails to deposit the said performance guarantee within the period as indicated in Schedule 'F'. Including the extended period if any, the Earnest Money deposited by the Bidder shall be forfeited automatically without any notice to the Bidder. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.
13. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
14. The Registrar, MNIT, Jaipur does not bind himself to accept the lowest or any other tender and reserves to himself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
15. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
16. The Registrar, MNIT, Jaipur reserves the right of accepting the whole or any part of the tender and the bidders shall be bound to perform the same at the rate quoted.

17. The Bidder shall not be permitted to bid for works in the MNIT Jaipur for execution of contracts, in which his near relative is posted an Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the MNIT Jaipur. Any breach of this condition by the Bidder would render him liable to be removed from the approved list of Bidders of MNIT Jaipur.
18. 15. No Engineer of Gazette rank or other Officer employed in Engineering or Administrative duties in MNIT Jaipur is allowed to work as a Bidder for a period of one year after his retirement from MNIT Jaipur service, without the prior permission of the MNIT Jaipur in writing. This contract is liable to be cancelled if either the Bidder or any of his employees is found any time to be such a person who had not obtained the permission of the MNIT Jaipur as aforesaid before submission of the bid or engagement in the Bidder's service.
19. The bid for the works shall remain open for acceptance for a period of Ninety (90) days from the date of opening of technical bid in case bids are invited on 2 or 3 bid system. Further (i) If any tenderer withdraws his tenders or makes any modifications in the terms & conditions of the tender which is not acceptable to the department within 7 days after opening of tender (excluding date of opening of tender) then the MNIT Jaipur shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely. (ii) After 7 days of opening of tender the MNIT Jaipur shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money absolutely. (iii) The bidders shall not be allowed to participate in the rebidding process of the work.
20. Forfeiture of Earnest Money – (i) If any tenderer withdraws his tenders or makes any modifications in the terms & condition of the tender which is not acceptable to the department within 7 days after opening of tender (excluding date of opening of tender) then the MNIT Jaipur shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely. (ii) After 7 days of opening of tender the MNIT Jaipur shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money absolutely.
21. This notice inviting Tender shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:
22. The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
23. Standard C.P.W.D. Form 7/8 or other Standard C.P.W.D. Form as mentioned.
24. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-charge shall be communicated in writing to the Engineer-in-charge.
25. The main contractor shall execute the minor component of work also i.e. electrical component. He should be either an eligible electrical contractor himself or he may associate eligible electrical contractor of appropriate class based on estimated cost of electrical component, before the issue of letter of acceptance. The name of agency for minor component of work shall be approved by the Registrar, MNIT.

26. It will be obligatory on the part of the main contractor to tender and sign the tender documents for all components.
27. In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Registrar. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Registrar is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.
28. On the acceptance of composite tender the letter for commencement of work shall be issued by the Registrar to main contractor for entire composite work. The main contractor has to enter into agreement with contractor(s) associated by him for execution of minor component(s). Copy of such agreement shall be submitted to Registrar as well as to EE in charge of major component. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.
29. In case the main contractor fails to associate agency for execution of minor component within prescribed time or furnish incomplete details or furnish detail ineligible agency even after the tenderer is given due opportunity, the entire scope of minor component shall be withdrawn from the tender and the same shall be got executed by the Registrar at the risk & cost of main contractor.
30. All running and final bill payments for the major component shall be made by Registrar to the main contractor. Running & final bill payment for minor components shall also be made by the Registrar directly to the main contractor.
31. Tenders with any condition including that of conditional rebates in the tender document shall be rejected forthwith.
32. The contractor shall have to execute guarantee bonds in respect of water supply and sanitary installation works and water proofing works as per CPWD Performa.
33. The main contractor will give detailed execution program of the work which will form part of this agreement with the department. He will indicate in the program, the time/stage of the work when the agencies of minor component will be deployed by him.
34. The main contractor shall be responsible for acts of commission and non-commission of the electrical contractor associated by him as per the above condition.
35. Completion certificate of composite work shall be recorded by the Registrar on the written recommendation of Engineers-in-charge of both major & minor component of work.
36. Security Deposit @5% (Five percent) of the gross amount of bill shall be deducted from each running bill of the contractor till the sum along with the sum already deposited as earnest money amounts to security deposits @5% of accepted composite tendered amount of the work. Security deposit on civil & electrical part shall be deducted collectively.
37. The memorandum of work tendered for and the schedule of materials to be supplied by the Institute and their issue-rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
38. The tenderers shall sign a declaration under the official Secret Act 1923, for maintaining secrecy of the tender document drawings or other records connected with the work given to them.
39. The contractor shall give a list of employees of MNIT Jaipur related to him.
40. The tender for the work shall not be witnessed by contractors who himself/ themselves has/ have tendered or who may and has/ have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

41. The tender for composite work includes in addition to building work all other works such as sanitary and water supply installations drainage installation, electrical work, air-conditioning work, horticulture and landscape work, roads and paths and fire fighting etc. The tenderer must associate himself with agencies of appropriate class which are eligible to tender for such works.
42. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Director may in his discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
43. Since this is a composite tender, item/ items of same nomenclature may appear under different sub-heads. The contractor has to ensure that for such identical items, the rates quoted are same at all the places. In case any variation in the quoted rates is found for such items, the lowest of all such quoted rates will be taken as the tendered rate for that particular item, and the tender will be evaluated accordingly.
44. A provision of Integrity Pact (IP) was introduced in GCC-2014. In the OM it is mentioned that at the time of submission of bid, it shall be mandatory to sign the pact by the bidder failing which the bidder will stand disqualified from the tendering process and such bid would be summarily rejected.

**Registrar,
MNIT, Jaipur**

4. INTEGRITY PACT

To,

.....

.....

.....

Sub: NIT No -----

Name of work : for the work -----

Dear Sir,

It is here by declared that MNIT is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the bidder/ bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

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

Yours Faithfully,

**Registrar,
MNIT, Jaipur**

INTEGRITY PACT

To,

**Registrar,
MNIT, Jaipur (Raj)**

Sub: Submission of Tender for the work of _____

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorised to
sign the relevant contract on behalf of MNIT.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on thisday of..... 2023

BETWEEN

Board of Governors represented through **Registrar, MNIT, Jaipur-302017** (Hereinafter referred as the
'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its
successors and permitted assigns)

AND

.....

(Name and Address of the Individual/firm/Company)

through (Hereinafter referred to as the (Details of duly
authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof
include its successors and permitted assigns)

Preamble

WHEREAS the Principal/ Owner has floated the Tender (NIT No.) (hereinafter referred
to as **"Tender/ Bid"**) and intends to award, under laid down organizational procedure, contract for (*name of
work*) _____

hereinafter referred to as the **"Contract"**.

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

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

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

Article 1: Commitment of the Principal/Owner

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles :
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- (1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution.
 - (a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - (b) The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - (c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/ PC Act. Further the Bidder(s)/ Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/ Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained

or transmitted electronically.

- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per Performa enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- (5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

- (1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- (2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/ determined the Contract or has accrued the right to terminate/ determine the Contract according to Article 3(1), the Principal/ Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Contractor.
- (3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner

has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- (3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- (2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and contractors.
- (3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

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

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, MNIT.

Article 7- Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Registrar office**, which has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

Article 8- LEGAL AND PRIOR RIGHTS

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

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

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

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

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)

Place:

Dated:

5. FORM OF PERFORMANCE SECURITY (GUARANTEE)

BANK GUARANTEE BOND

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

1. We, (Hereinafter referred to as “the Bank”) here by undertake to pay to the Government an amount not exceeding Rs. (Rupees..... Only) on demand by the Government

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

3. We, the said bank further undertake to pay the Government any money so demanded not withstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

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

conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of

Omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

7. We, (Indicate the name of the Bank) lastly undertake not to evoke this guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid up tounless extended on demand by the Government.

Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday offor.....(indicate the name
Of the Bank)

AFFIDAVIT

I / We have submitted a bank guarantee for the work _____ (Name of work) Agreement No. _____
Dated _____ from _____ (Name of the Bank with full address) to the Registrar MNIT, Jaipur with a view to seek exemption from payment of performance guarantee in cash. This Bank guarantee expires on _____.

I / We undertake to keep the validity of the bank guarantee intact by getting it extended from time to time at my / our own initiative upto a period of _____ months after the recorded date of completion of the work or as directed by the Engineer in charge.

I / We also indemnify the Government against any losses arising out of non encasement of the bank guarantee if any.

(Deponent)

Signature of Contractor

Note: The affidavit is to be given by the Executants before a first class Magistrate.

PROFORMA

(Annexure-IA)

6. PROPOSAL FOR ASSOCIATING ELECTRICAL AGENCIES

We hereby propose the following electrical agency(s) as per details mentioned against each. Their consent letters should also be attached.

1. Name of Electrical contractor :
2. Category & class of registration :
3. Name & address of enlisting authority:
4. Registration No. (attach copy of registration):
5. Financial limit of work:
6. Validity of registration:
7. Consent letter(Attach)

Contractor Signature

(Annexure-IIA)

CONSENT LETTER

I/We hereby give my / our consent to work as electrical contractor till the completion of work and I/we will be responsible for necessary action to hand over the work and for rectification of defects and repair during the maintenance period. I/we will execute the work as per CPWD specification and addition specifications and conditions of the works.

I/we will also engage suitable Engineer for the work as per condition of contract. I further certify that the particulars pertaining to me are correct.

Signature of Electrical Contractor

7. FORM CPWD-7/8

Malaviya National Institute of Technology Jaipur

State - Rajasthan

Percentage Rate Tender / Item Rate Tender & Contract for Works

A. Tender for the work of :

- (i) To be uploaded by **17:00 Hrs on 10.03.2026** to uploaded at CPP Portal
- (ii) To be opened in presence of tenderers who may be present at **14:00 Hrs on 11.03.2026** In the office of the Deputy Registrar (Stores & Purchase), Malaviya National Institute of Technology Jaipur

TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Director, Malaviya National Institute of Technology, Jaipur within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for ninety (90) days from the due date of its opening in case of single bid system from the date of opening of technical bid in case tenders are invited on 2 /3 bid/ system for specialized work and not to make any modification in its terms and conditions.

A sum of **Rs 9,960.00** is hereby forwarded in Demand draft/cash/deposit at call receipt of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money.

If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said Director, Malaviya National Institute of Technology, Jaipur or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

Further, if I/We fail to commence work as specified, I/ We agree that Director, Malaviya National Institute of Technology, Jaipur or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely.

The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in MNIT in future forever. Also, if such a violation comes to the notice

of Institute before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived therefrom to any person other than a person to whom I/We am/are 2 3 authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

I/we agree that should I/we fail to commence the work specified in the above memorandum an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the Institute and the same may at the option of the competent authority on behalf of the Director of the Institute be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/ us under this contract or otherwise.

Dated

Signature of Contractor

Witness:

Postal Address:

Address:

Occupation:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Director, Malaviya National Institute of Technology, Jaipur for a sum of Rs..... ..
(Rupees.. only...)

The letters referred to below shall form part of this contract Agreement :-

- a)
- b)
- c)

For & on behalf of the Director,
MNIT, Jaipur

Signature _____

Dated

Designation - Registrar, MNIT

8. GENERAL TERMS AND CONDITIONS (E&M Works)

General Commercial & Technical Conditions:

All the works shall be carried out as per CPWD General specification for Electrical Works, Part-I (Internal)-2023; Part-II (External) 2023, Part-III (Lifts & Escalators) 2003, Part-IV (Substation) 2013, Part-V (Wet Riser & Sprinkler System) 2020, Part-VI (Fire Detection & Alarm System) 2018, Part- VII (DG Set) 2013, Part-VIII (Gas Based Fire Extinguishing System) 2013 & General Specifications for HVAC 2024 amended up to date and should also comply with relevant provisions of the Indian Electricity Rules and Acts as applicable, amended up to date. The contractor is advised to visit the site of work to have an idea of the execution of the work; failure to do so shall not absolve their responsibility to do the work as specified in agreement.

Rates:

The work shall be treated as on works contract basis and the rates tendered shall be for complete items of work inclusive of all taxes including GST, duties, and levies etc. and all charges for items contingent to the work, such as packing, forwarding, insurance, freight and delivery at site for the materials to be supplied by the contractor, watch and ward of all materials for the work at site etc.

Mobilization Advance:

No mobilization advance shall be paid for the work, unless otherwise stipulated in tender papers for any individual works/ composite work.

Completeness of Tender:

All sundry fittings, assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections as required, and all other sundry items which are useful and necessary for proper assembly and efficient working of the various components of the work shall be deemed to have been included in the tender, whether such items are specifically mentioned in the tender documents or not.

Works to be done by the contractor:

Unless and otherwise mentioned in the tender documents, the following works shall be done by the contractor, and therefore their cost shall be deemed to be included in their tendered cost: -

Cutting and making good all damages caused during installation and restoring the same to their original finish.

Sealing of all floor openings provided by him for pipes and cables, from fire safety point of view, after laying of the same.

Painting at site of all exposed metal surfaces of the installation other than pre-painted items like fittings, fans, switchgear/distribution gear items, cubicle switchboard etc. Damages to finished surfaces of these items while handling and erection, shall however be rectified to the satisfaction of the Engineer-in-Charge.

Testing and commissioning of completed installation.

Storage space for all equipment, components and materials for the work.

Storage and Custody of Materials:

The contractor has to make his own arrangement for the storage of the material at site & necessary watch and ward of the electrical installation during the execution of work till the same is handed over to the department. No extra payment will be made on this account. The storage space shall however be arranged by the department at site, if available. The main contractor shall arrange for

proper storage of the electrical fans and fittings at site and that double lock system shall be arranged for the fans and fittings after receipt at site until the time they are taken for installation. The contractor shall however be responsible for proper storage and safe custody of the same till their installation and handing over to the department.

Electric Power Supply and Water Supply:

Power and water supply will be arranged by the contractor at the site for installation and testing purposes. The contractor will take due care to ensure safety of electrical installation during execution of work.

Tools for handling and Erecting:

All tools and tackles required for handling of equipment and materials at site of work as well as for their assembly and erection and also necessary test instruments shall be the responsibility of the contractor.

Payment Terms:

Payment shall be made as per the relevant clauses of form PWD 7/8 forming part of the tender documents.

Co-ordination with other agencies:

The contractor shall co-ordinate with all other agencies involved in the building work so that the building work is not hampered due to delay in his work. Recessed conduit and other works, which directly affect the progress of building work, should be given priority.

Care of buildings:

Care shall be taken by the contractor to avoid damage to the building during execution of his part of the work. He shall be responsible for repairing all damages and restoring the same to their original finish at his cost. He shall also remove, at his costs, all unwanted and waste materials arising out of his work, from the site.

Structural Alterations to Buildings:

No structural member in the building shall be damaged/altered, without prior approval from the competent authority through the Engineer-in-charge. Structural provisions like openings, cutouts, if any, provided by the department for the work, shall be used. Where these required modifications, or fresh provisions are required to be made, such contingent works shall be carried out by the contractor at his cost. All such openings in floors provided by the department shall be closed by the contractor after installing the cables/conduits/rising mains etc. as the case may be, by any suitable means as approved by the Engineer-in-charge without any extra payment. All chases required in connection with the electrical works shall be provided and filled by the contractor at his own cost to the original architectural finish of the buildings.

Addition to an installation:

Any addition, temporary or permanent, to the existing electrical installation shall not be made without a properly worked out scheme/design by a qualified Electrical Engineer to ensure that such addition does not lead to overloading, safety violation of the existing system.

Work in Occupied Buildings: Yes

Drawings:

After award of the work, the firm will be required to prepare & submit the shop drawings of Electrical

Installation in accordance to inventory of the proposed work and preliminary in Part – D of the NIT in addition to layout plan, trunking/ conduit routes, cable routes etc. in both AutoCAD & PDF format for approval of Engineer-in-charge. The work shall be carried out in accordance with the drawings and the tender documents and also in accordance with modification thereto from time to time as approved by the Engineer-in-charge. All wiring diagrams shall be deemed to be ‘Drawings’ within the meaning of the term as used in Clause 11 of the conditions of contract (PWD 7). They shall indicate the main switchboard, the distribution boards (with circuit numbers controlled by them), the runs of various mains and sub mains and the position of all points with their controls. All circuits shall be indicated and numbered in the wiring diagram and the points shall be given the same number as the circuit to which they are electrically connected.

Conformity to IE act, IE Rules, and standards:

All electrical works shall be carried out in accordance with the provisions of Indian Electricity Act, 2003 and Indian Electricity Rules, 1956 amended up to date (Date of call of tender unless specified otherwise). List of rules of particular importance to electrical installations under these General Specifications is given in Appendix C for reference.

Tolerances:

Tolerance of +- 5% is allowed in Schedule of Quantities

Quality of material:

All materials and equipment supplied by the contractor shall be new and must be in original seal-pack.

They shall be of such design, size and materials as to satisfactorily function under the rated conditions of operation and to withstand the environmental conditions at site.

Inspection of materials and equipment:

Materials and equipment to be used in the work shall be inspected by the departmental officers. Such inspection will be of following categories: Inspection of materials / equipments may be witnessed at the Manufacturer’s premises in accordance with relevant BIS /Agreement Inspection Procedure. To receive materials at site with Manufacturer’s Test Certificate(s). To inspect materials at the authorized dealer’s go downs to ensure delivery of genuine materials at site. To receive materials after physical inspection at site.

Adequate care to ensure that only tested and genuine materials of proper quality are used in work shall be ensured by firm. The firm shall ensure that:

- (i) Material will be ordered & delivered at site only with the prior approval of the department to ensure timely delivery.
- (ii) As and when the order is placed for the fittings/ fixtures, cables, switchgears, poles, rising main, other main items etc., its copy shall be endorsed to the CPWD Engineer-in-charge.
- (iii) The firm will be required to procure material like exhaust fans, MCB’s & DB’s, switches & sockets, wires & cables, conduits and switchgears etc. directly from the manufacturer/ authorized dealers to ensure genuineness & quality and as per the approved makes only. Proof in this regard shall be submitted by the contractor if required by the department.
- (iv) Inspection at factory or at go down of the manufacturer, as required, shall be arranged by the firm for a mutually agreed date.
- (v) Delivery of material shall be taken up only with the consent of department, after clearance of the material.

(vi) Department shall reserve the right to waive inspection in lieu of suitable test certificate, at its discretion.

Similarly, for fabricated equipment, the contractor will first submit dimensional detailed drawings for approval before fabrication is taken up in the factory. Suitable stage inspection at factory also will be made to ensure proper use of materials, workmanship and quality control.

Ratings of components:

All components in a wiring installation shall be of appropriate ratings of voltage, current and frequency, as required at the respective sections of the electrical installations in which they are used.

All conductors, switches and accessories shall be of such size as to be capable of carrying the maximum current, which will normally flow through them, without their respective ratings being exceeded.

Conformity to standards:

All components shall conform to relevant Indian Standard Specifications wherever existing. Materials with ISI certification mark shall be preferred. Relevant Indian Standards including amendments or revisions thereof up to the date of tender acceptance shall be applicable in the respective contracts for respective items, firm to ensure its compliance.

Interchangeability:

Similar parts of all switches, lamp holders, distribution fuse boards, Switch gears, ceiling roses, brackets, pendants, fans and all other fittings of the same type shall be interchangeable in each installation.

Workmanship:

Good workmanship is an essential requirement to be complied with. The entire work of manufacture/fabrication, assembly and installation shall conform to sound engineering practice.

Proper supervision/skilled workmen:

The contractor shall be a licensed electrical contractor of appropriate class suitable for execution of the electrical work. He shall engage suitably skilled/licensed workmen of various categories for execution of work supervised by supervisors / Engineer of appropriate qualification and experience to ensure proper execution of work. They will carry out instruction of Engineer-in-charge and other senior officers of the Department during the progress of work.

Use of quality materials:

Only quality materials of reputed make as specified in the tender will be used in work.

Fabrication in reputed workshop:

Enclosure panel and LT panels shall be fabricated in a factory/workshop having modern facilities like quality fabrication, seven tank process, powder/epoxy paint plant, proper testing facilities, manned by qualified technical personnel. These shall be as per make / item approved.

Testing:

All testes prescribed in this General Specification, to be done before, during and after installation, shall be carried out, and the test results shall be submitted to the Engineer-in-charge in prescribed Performa, forming part of the Completion Certificate.

Commissioning on completion:

After the work is completed, it shall be ensured that the installation is tested and commissioned.

Completion plan and completion certificate:

Signature of Tenderer(s)

Completion plan drawing indicating the following, along with three copies of the same shall also be submitted.

(i) CCTV Scheme with locations of Cameras.

(iii) Position of all cameras & other equipment and their controls.

Name of work, job number, tender reference, actual date of completion, names of Division/ Subdivision and name of the firm who executed the work with their signature.

Interpreting Specifications and Order of Precedence:

In interpreting the specifications, the following order of decreasing importance shall be followed in case of contradictions:

(a) Schedule of quantities

(b) Technical specifications

(c) Drawing (If any)

(d) General CPWD Specifications

(e) Relevant BIS or other international code in case BIS code is not available.

CPWD Quality Assurance Policy & Check List of E&M Services

Samples of materials required for testing as per “CPWD Quality Assurance Policy & Check List of E&M Services (available on CPWD website)” shall be provided free of charge by the contractor. The tests are to be carried out in the laboratories approved by competent level or as per direction of Engineerin- charge. All expenditure to be incurred for testing of samples i.e taking samples, packaging, sealing, transportation, loading, unloading etc. including testing charges shall be borne by the contractor.

Payment Terms & Conditions

Sl.no.	Part Work Completed	% of tendered rate of item
1.	Supply of Material at site	70 %
2.	Installation	15 %
3.	Testing & Commissioning	10 %
4.	Handing over to client department	5 %

9. GENERAL CONDITIONS OF CONTRACT

Definitions:

1. The contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Director, MNIT Jaipur and the Contractor together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge/ Architects 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 requires have the meanings, hereby respectively assigned to them :-
 - i. The expression works or work shall, unless there be 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 through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - iii. The contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - iv. The Director, MNIT Jaipur means their nominees also.
 - v. Director means the Director of MNIT Jaipur.
 - vi. The Engineer-in-charge means the Engineer of MNIT Jaipur who shall supervise and be in-charge of the work.
 - vii. Architect means the Architect appointed by MNIT
 - viii. Centre means the MNIT Jaipur.
 - ix. Department means MNIT Jaipur.
 - x. Government means Govt of India or Govt. of Rajasthan as applicable.
 - xi. Accepting authority shall mean the authority who accepts the tender.
 - xii. Excepted Risk are 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 Institute, 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 the Accepting Authority or causes solely due to use or occupation by Institute of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Institute faulty design of works.
 - xiii. Market Rate shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.
 - xiv. Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.
 - xv. District Specifications means the specifications followed by the State Govt in the area where the work is to be executed.
 - xvi. Tendered value means the value of the entire work as stipulated in the letter of award.

Scope & Performance

- 3 Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
- 4 Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 5 The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications. Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

Works to be carried out

6. 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 in the full and entire execution and completion of the works. The descriptions given in the Schedule of quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

Sufficiency of Tender:

7. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and the rates and price 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

8. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General conditions.
 - 8.1 In case of discrepancy between the schedule of Quantities, the specification and/or the drawing, the following order of preference shall be observed:
 - i) Description of schedule of quantities i.e. nomenclature of item.
 - ii) Particular specification, additional conditions and special conditions, if any.
 - iii) CPWD specifications.
 - iv) Indian standard specifications of B.I.S.
 - v) Drawings.
 - vi) Decision of Engineer-in-charge.If there are varying or conflicting provisions made in any one document forming part of the contract, the accepting authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
 - 8.2 Any error in description, quantity or rate in Schedule of quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

Signing of Contract

Signature of Tenderer(s)

9. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority shall, within 15 days from the stipulated date of start of the work sign the contract consisting of:-
- (i) the notice inviting tender, all the documents if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - (ii) Standard C.P.W.D. Form as mentioned in Schedule 'F' consisting of:
 - a) Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexures thereto.
 - b) Safety Code.
 - c) Model Rules for the protection of health, sanitary arrangements for workers employed by contractors.
 - d) CPWD Contractor's Labour Regulations.
 - e) List of Acts and omissions for which fines can be imposed.
 - (iii) No payment for the work done will be made unless contract is signed by the contractor.

10. CLAUSES OF CONTRACT

APPLICABILITY SUBJECT TO PROFORMA OF SCHEDULES:

Clause – I

Performance Guarantee

- (i) The contractor shall submit an irrevocable Performance Guarantee at specified percentage of the tendered amount as mentioned in Schedule 'E', in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer- in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This Guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks. In case a fixed deposit receipt of any Bank is furnished by the contractor to the MNIT Jaipur as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the MNIT Jaipur to make good the deficit.
- (ii) The Performance Guarantee shall be submitted by the contractor on format as per GCC and shall be initially valid up to the stipulated date of completion plus minimum 6 months beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.
- (iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Director, MNIT Jaipur is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - (b) Failure by the contractor to pay Director, MNIT Jaipur any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer- in-Charge.
- (iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Director, MNIT Jaipur.
- (v) On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the Engineer-in-Charge. The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract.

This provisional completion certificate shall be recorded by the concerned Engineer- in-charge with the approval of Director, MNIT Jaipur, if required. After recording of the provisional Completion Certificate for the work by the competent authority, the 80 % of performance guarantee shall be returned to the contractor, without any interest.

However in case of contracts involving Maintenance of building and services /any other work after construction of same building and services/ other work, then 40% of performance guarantee shall be returned to the contractor, without any interest after recording the provisional Completion certificate.

Clause – 1 A

Recovery of Security Deposit :-

The person(s) whose tender may be accepted (hereinafter called the contractor) shall permit MNIT Jaipur at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered amount of the work. Such deductions will be made and held by MNIT Jaipur by way of Security Deposit unless

he/they has/have deposited the amount of Security at the rate mentioned above in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the MNIT Jaipur as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the MNIT Jaipur to make good the deficit.

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

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

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

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

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

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

Clause -2

Compensation for Delay :-

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or justified extended date of completion as per clause 5 (excluding any extension under Clause 5.5) as well as any extension granted under clauses 12 and 15, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of accepted Tendered Value of the work for every completed day/ month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

Compensation for delay of work

(i) With maximum rate @ 1% (one percent) maximum per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the accepted Tendered Value of work. In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.

This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause.

In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.

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

Clause – 3

When Contract can be determined: -

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

- (i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- (iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
- (vi) If the contractor shall enter into a contract with MNIT Jaipur in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- (vii) If the contractor had secured the contract with MNIT Jaipur as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.
- (xii) When the contractor has made himself liable for action under any of the aforesaid cases (i) to (xi), the Engineer-in-Charge on behalf of the Director, MNIT Jaipur shall have powers:
 - (a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the If the revised tendered amount (worked out on the basis of quoted rate of individual items) contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered, Security deposit payable and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the MNIT Jaipur.
 - (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Clause – 3A

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

- (i) If the tendered value is up to Rs. 1 Crore : 15 days
- (ii) If the Tendered value of work is more than Rs. 1 Crore and up to Rs. 10 Crore : 21 days
- (iii) If the tendered value of work exceeds Rs. 10 Crore : 30 days

Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.

Clause – 4

Contractor liable to pay compensation even if action not taken under clause 3 :-

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause 3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at

current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

Clause – 5

Time and Extension for delay:-

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later.

If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the MNIT Jaipur without prejudice to any other right or remedy available in law.

5.1 As soon as possible but within 7 (seven) working days of award of work and in consideration of

- (a) Schedule of handing over of site as specified in the Schedule 'F'
- (b) Schedule of issue of designs as specified in the Schedule 'F',
 - (i) the Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 7 (seven) working days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer- in-Charge and the Contractor within the limitations of time imposed in the Contract documents.
 - (ii) In case of non submission of construction programme by the contractor, the program approved by the Engineer-in-Charge shall be deemed to be final.
 - (iii) The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.
 - (iv) The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in-Charge for the work done during previous month to the Engineer- in-charge on or before 5th day of each month failing which a recovery as per Schedule F to be decided by the NIT approving authority shall be made on per week or part basis in case of delay in submission of the monthly progress report

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

- (i) force majeure, or
- (ii) abnormally bad weather, or
- (iii) serious loss or damage by fire, or
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- (vi) any other cause like above which, in the reasoned opinion of the Engineer-in- Charge is beyond the Contractor's control.

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

The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause 5.2.

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

5.4 Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones or Form of application by the contractor for seeking extension of time (Appendix -XVI) respectively to the authority as indicated in Schedule 'F'. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired. With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme without causing any delay in execution of the work. A recovery as specified in Schedule 'F' shall be made on per day basis in case of delay in submission of the revised programme.

5.4.1 In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. E-in-C shall finalize/ reschedule a particular mile stone before taking an action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 21 days of the date of receipt of such request from the Contractor in prescribed form. In event of non-application by the contractor for extension of time E-in-C after affording opportunity to the contractor, may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.

5.5 In case the work is delayed by any reasons, in the opinion of the Engineer-in-Charge, by the contractor for reasons beyond the events mentioned in clause 5.2 or clause 5.3 or clause 5.4 and beyond the justified extended date, without prejudice to right to take action under Clause 3, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.

Clause – 6

Computerized Measurement Book (CMB) :-

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

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

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his/her authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his/her authorized representative.

In case of CMB/CLB, after the necessary corrections made by the Engineer-in-Charge or his/her authorized representative, the measurement sheets/ shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, in case of CMB, the contractor would initially submit draft computerized measurement sheets and these measurement(s) would be got checked/ test checked from the Engineer-in-Charge and/ or his/her authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/ test checks in

his draft computerized measurement(s) and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered.

The Engineer-in-Charge and/ or his/her authorized representative would thereafter check this CMB and record the necessary certificates for their checks/ test checks.

The final, fair, computerized measurement book (CMB) /CLB given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurement(s) would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit afresh CMB / CLB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department.

Thereafter, the CMB / CLB shall be taken in the Office records, and allotted a number as per the Register of CMBs/ CLBs. This should be done before the corresponding bill is submitted to the Office for payment.

The contractor shall submit two spare copies of such CMBs/CLBs for the purpose of reference and record by the various officers of the department.

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

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

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

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

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

It is also a term of this contract that checking and/or test checking the measurements/levels of any item of work in the CMB/CLB and/ or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

Clause – 7

Payment on intermediate certificate to be regarded as advances:-

No payment shall be made for work, estimated to cost Rs. twenty lacs or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. twenty lacs, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in- Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be

payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. An amount of ad-hoc payment not less than 75% of the net amount of the bill under check, shall be made within 10 working days of submission of the bill by the Contractor to the Engineer-in-Charge or his Authorized Engineer together with the account of the material issued by the department, or dismantled materials, if any. The remaining payment is also to be made after final checking of the bill within 28 working days of submission of bill by the contractor. In case of delay in payment of intermediate bills after 45 days of submission of bill by the contractor, provided the bill submitted by the contractor found to be in order, a simple interest @ 5% (five percent) per annum shall be paid to the contractor from the date of expiry of prescribed time limit.

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

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Asstt. Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bills to be submitted by the contractor within 10 days of the interim payment. In case of delay in submission of bill by the contractor a simple interest @ 10% per annum on the advance payment made shall be paid to the MNIT Jaipur from the date of expiry of prescribed time limit.

Payments in composite Contracts

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

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

Clause 7A

No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge.

Clause 7B

Payment to third party

If the exigencies of the work so demand, the engineer-in-charge may allow payment to a third party, who is creditor to the contractor, after fulfilling the following conditions:-

- (a) The contractor gives an authority letter addressed to the engineer-in-charge on a non-judicial stamp paper of Rs.100 in the format given below.

I/We authorize the Executive Engineer, Division, CPWD to pay directly on my/our behalf to (name of the third party) an amount of Rs. (Rupees in words) for the work done or supplies made by (name of the third party). I/We shall be responsible for the quality and quantity of the same under the provisions of agreement number

Signature of the contractor

- (b) The total payment to third party (or parties) shall not exceed 10% of the agreement cost of the work.

Signature of Tenderer(s)

Clause – 8

Completion certificate and completion plans:-

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

Clause 8A

Contractor to keep site clean :-

The contractor shall submit completion plans for Internal and External Civil, Electrical and Mechanical Services within thirty days of the completion of the work, provided that the service plans having been issued for execution by the Engineer-in-Charge, unless the contractor, by virtue of any other provision in the contract, is required to prepare such plans.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum of 0.1 % (zero point one percent) of accepted Tendered Value or limit prescribed in Schedule F whichever is more as may be fixed by the authority as mentioned in Schedule F and in this respect the decision of the that authority shall be final and binding on the contractor.

Clause 9

Payment of final bill :-

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

If the final bill is submitted by the contractor within the period specified above and payment of final bills is made by the deptt. after prescribed time limit , a simple interest @ 5 % per annum shall be paid to the contractor from the date of expiry of prescribed time limit, provided the final bill submitted by the contractor is found to be in order.

Clause 9A

Payment of Contractor's Bills to Banks:-

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

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

Clause 10A

Materials to be provided by the Contractor:-

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

The contractor shall, at his own expense and without delay supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty (30) days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.

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

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

The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor. The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F.

Clause 10 B

Secured Advance on Materials:-

- (i) The contractor, on signing an indenture form specified in appendix XV, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials, which are in the opinion of the Engineer-in-charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer-in-charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel.

Mobilization advance

- (ii) Mobilization advances not exceeding 10% of the tendered amount may be given, if requested by the contractor in writing within six months of the order to commence the work. Such advance shall be released in two or more installments to be determined by the Engineer-in-Charge. The amount of any installment shall not exceed 5% of the tendered amount of the work. The first installment of such advance shall be released by the

Engineer-in-charge to the contractor on his request. The second and subsequent installments shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilization of full amount of the earlier installment(s) to the satisfaction of the Engineer-in-Charge. The mobilization advance will be utilized for the following:

Establishment of site office for contractor and MNIT JAIPUR staff, testing lab, labour camps & basic amenities services for labour/staff, cement godown, reinforcement yard, stores etc.

For purchase/mobilization of any type of tool, plant and machinery required for execution of work such as concrete batch mix plant, mixtures, transit mixtures, loader, excavators dumpers, DG sets, a.vibrators, hot mix bitumen plant, paver, rollers, testing lab equipment's etc.

Barricading of site and procurement of centering / shuttering / staging material etc. Any other item as mentioned in NIT by the NIT approving authority.

90% of the price of new items and 50% of the depreciated price of old items will be considered for assessing the utilized amount of mobilization advance.

Expenditure incurred on items/materials which are measureable and payable under agreement/extra items as well as materials eligible for secured advance will be excluded from utilized amount of mobilization advance, if any.

The assessment of Engineer-in-Charge in this respect shall be final and binding.

Before any installment of advance is released, the contractor shall execute Bank Guarantee Bonds not more than 6 (six) in number from commercial Bank for the amount equal to 110% of the amount of advance and valid for the period till recovery of advance. This (Bank Guarantee from commercial Bank on prescribed format for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery.

Interest & Recovery

- (i) The mobilization advance in (ii) above bear simple interest at the rate of 8 percent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first ten percent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.
- (ii) If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (ii) for request by the contractor in writing for grant of mobilization advance may be extended at the discretion of the Engineer-in-Charge.

CLAUSE 10 C

Payment on account of Increase in Prices/Wages due to Statutory Order (s):-

If after submission of tender, if the price of any material incorporated in the work and/ or wages of labour increases as a direct result of the coming into force of any fresh, law or statutory rule or order (but not due to any variation of rate in GST applicable on such material(s) being considered under this clause) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied.

If after submission of the tender, the price of any material incorporated in the works and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any variation of rate in GST applicable on such material(s) being considered under this clause), Institute shall in respect of materials incorporated in the works and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any, for the work and the prices of

materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

Engineer-in-Charge shall call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/or wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

For this purpose, the labour component of 85% of the value of the work executed during period under consideration shall not exceed the percentage as specified in Schedule F, and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled Mazdoor, fixed under any law statutory rule and order. The cost of work for which escalation is applicable (W) is same as cost of work done worked out as indicated in sub-para (ii)(j) of clause 10 CC except the amount of full assessed value of secured Advance.

Provided always that:

- (a) Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable.
- (b) Where provisions of clause 10CC are not applicable, provisions of clause 10C will become applicable.

Clause 10CC

Price adjustment for works:-

If the prices of materials and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:

- (i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.
- (ii) The cost of work on which escalation will be payable shall be reckoned as below :
 - (a) Gross value of work done up to this quarter : (A)
 - (b) Gross value of work done up to the last quarter : (B)
 - (c) Gross value of work done since previous quarter (C) = (A-B)
 - (d) Full assessed value of Secured Advance fresh paid in this quarter : (D)
 - (e) Full assessed value of Secured Advance recovered in this quarter : (E)
 - (f) Full assessed value of Secured Advance for which escalation Payable in this quarter, (F) = (D-E)
 - (g) Advance payment made during this quarter: (G)
 - (h) Advance payment recovered during this quarter: (H)
 - (i) Advance payment for which escalation is payable in this Quarter (I) = (G-H)
 - (j) Amount paid based on prevailing market rates due to deviations/variations as per clause 12 during this quarter: (J)

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

Cost of work for which escalation is applicable (W) = 0.85M

Components for materials, labour, etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender documents included in Schedule 'F'. The decision of the Engineer-in-Charge in working out such percentage shall be binding on the contractors.

- (iii) The following principles shall be followed while working out the payment/recovery on account of variation of prices

of materials and/ or wages of labour.

- (a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The date of submission of bill by the contractor to the department shall be the guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at the end of three months after the month (excluding the month in which the letter of commencement of work is issued by the Engineer-in-Charge) and thereafter at three months' interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.
- (b) The indices as defined below (excluding LI) relevant to any quarter/period for which such compensation is to be paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to the date of completion after the quarter covered by the last such installment of payment, is less than three months, the indices shall be the average of the indices for the months falling within that period.
- (c) The minimum wage of an unskilled Mazdoor shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.
- (d) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters;
- (e) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled Mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.
- (iv) In the event the price of materials and/or wages of labour required for execution of the work decreases, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein stated below under this Clause 10CC shall mutatis mutandis apply.
- (v) The contract price shall be adjusted for increase or decrease in rates and prices of labour, cement, steel reinforcement bar, fuel and lubricants and other input materials as per percentage of materials/labour specified in schedule F and in accordance with the principles, procedures and formulae specified below:

- (a) Price adjustment for change in cost shall be paid in accordance with the following formulae:

- (i) For Construction period of this work:

$$V_W = W * (1/100) * [C_P * (C_I - C_O) / C_O + L_P * (L_I - L_O) / L_O + C_M * (C_M_I - C_M_O) / C_M_O + E_M * (E_M_I - E_M_O) / E_M_O + F_P * (F_I - F_O) / F_O + S_P * (S_I - S_O) / S_O + B_P * (B_I - B_O) / B_O]$$

- (ii) For Maintenance period of this work:

$$V_W = W * (1/100) * [L_P * (L_I - L_O) / L_O + C_M * (C_M_I - C_M_O) / C_M_O + E_M * (E_M_I - E_M_O) / E_M_O + B_P * (B_I - B_O) / B_O]$$

(* means multiplication)

Where, W=cost of work done as per para (ii) above.

V_W (Variation of cost of Work) =Increase or decrease in the cost of works during the period under consideration due to change in the rates for relevant components.

Percentage components of materials & labour as specified in the schedule F are defined as under:-

C_P - Cement component,

L_P - Labour component,

C_M - Civil component of other construction materials,

E_M - E & M component of construction materials

F_P - POL (Diesel) component

Signature of Tenderer(s)

- Sp - Reinforcement steel bars/TMT bars/structural steel (including strands and cables) component
- Bp - Bitumen component

Indices for various components of materials & labour to be used for the purpose of this Clause are defined as under:

- C_O = Wholesale Price Index for Pozzolana Cement published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of last date of receipt of tender including extension, if any.
- C_I = Wholesale Price Index for Pozzolana Cement published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.
- L_O = Minimum daily wage in rupees of an unskilled adult mazdoor, fixed under any law, statutory rule or order as on the last date of receipt of tender including extension, if any.
- L_I = Minimum wage in rupees of an unskilled adult mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration.
- CM_O = Price Index for civil components of other construction materials valid for the month of the last date of receipt of tender including extension, if any, as issued by the office of CE CSQ (Civil) or successor.
- CM_I = Price Index for civil components of other construction materials for the period under consideration and as issued by the office of CE CSQ (Civil) or successor.
- EM_O = Price Index for E & M components of construction materials valid for the month of the last date of receipt of tender including extension, if any, as issued by the office of CE CSQ (Electrical) or successor.
- EM_I = Price Index for E & M components of construction materials for the period under consideration and as issued by the office of CE CSQ (Electrical) or successor.
- F_O = Wholesale Price Index of HSD (High Speed Diesel) published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any.
- F_I = Wholesale Price Index of HSD (High Speed Diesel) published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.
- S_O = Wholesale Price Index of Mild Steel-long products published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any
- S_I = Wholesale Price Index of Mild Steel-long products published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.

B_O = Wholesale Price Index of Bitumen published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any

B_I = Wholesale Price Index of Bitumen published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.

(vi) Provided always that:

- (a) Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable.
- (b) Where provisions of clause 10CC are not applicable, provisions of clause 10C will become applicable.

CLAUSE 10 D

Dismantled Material Institute Property:-

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

Clause 11

Work to be Executed in Accordance with Specifications, Drawings, Orders etc.:-

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

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

Clause 12

Deviations/ Variations Extent and Pricing:-

The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided. The completion cost of any agreement for Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration should not exceed 1.25 times of Tendered amount. Any further deviation beyond this limit upto 1.5 times of tendered amount shall be approved by the authority mentioned in schedule 'F' with recorded reason and in exceptional case, Director, MNIT Jaipur shall have full power to approve the deviation beyond 1.50 times of tendered amount with recorded reason and take suitable corrective action.

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

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

Deviation, Extra Items and Pricing:-

- 12.2 In the case of extra item(s) (items which are not available in the contract), the contractor may within fifteen days of the receipt of order or occurrence of the item(s), submit claim for market rate(s), supported with proper analysis of rate and manufacturer's specification for the work, invoices, vouchers, etc. (as applicable), failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding. Where the contractor submits claim for market rate(s) in the manner prescribed above, the Engineer-in-Charge shall, within 45 days of the receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

The rate(s) of extra items so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable.

Deviation, deviated Quantities, Pricing:-

In the case of contract items which exceed the limit laid down in Schedule F, the contractor may within fifteen days of the receipt of order or occurrence of the excess, claim revision of the rates, supported with proper analysis of rate and invoices, vouchers, etc. (as applicable), for the quantity in excess of the above-mentioned limit. The Engineer-in-Charge shall within 45 days of receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

The rate(s) so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable.

- 12.3 In the case of contract items which exceed the limit laid down in Schedule F, the Engineer-in-Charge shall after giving notice to the contractor within 30 days of submission of that bill by the contractor which contains such item(s), and after taking into consideration any reply received from the contractor within 15 days of the issue of such notice, reduce the rate for quantity in excess of the above-mentioned limit on the basis of market rates, within 30 days of the expiry of the said period of 15 days, and the contractor shall be paid in accordance with the rates so determined.

The rate(s) so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable

- 12.4 The cost of any operation necessarily in contemplation of tenderer while quoting tender or necessary or incidental to proper execution of an item of work included in the Schedule of Quantities or in the Schedule of Rates mentioned in Schedule F, whether or not specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said Schedule of Rates, as the case may be. Nothing extra shall be admissible for such operations.

Clause 13

Foreclosure of contract due to Abandonment or Reduction in Scope of Work :-

If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Engineer-in-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

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

- (i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- (ii) Institute shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Institute shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Institute, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

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

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

The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Institute as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Institute from the contractor under the terms of the contract.

In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in-Charge may return the previous Performance Guarantee.

Clause -14

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

If contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 working days in this respect from the Engineer-in-Charge; or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 working days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.
- (iii) The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Institute, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to :
 - (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
 - (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

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

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

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

Any excess expenditure incurred or to be incurred by Institute in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Institute as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government in law or per as agreement be recovered from

any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract. In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

Clause - 15

Suspension of work :-

- (i) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
 - (a) on account of any default on the part of the contractor or;
 - (b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or for safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer in- Charge.
- (i) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
 - (a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
 - (b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in- Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in- Charge within fifteen days of the expiry of the period of 30 days.
- (ii) If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer in- Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Government or where it affects whole of the works, as an abandonment of the works by Institute, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by Institute, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

Clause 16

Action in case work not done as per specifications:-

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in - charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given

to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

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

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

Clause – 17

Contractor Liable for Damages, defects during defect liability Period:-

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

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

Clause 18

Contractor to Supply Tools & Plants etc. :-

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

Clause 18A**Recovery of Compensation paid to Workmen:-**

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

Clause 18 B**Ensuring Payment and Amenities to Workers if Contractor fails :-**

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

Clause 19**Labour Laws to be complied by the Contractor: -**

The contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971.

The contractor shall also obtain a valid licence under the said Act before the commencement of the work, and continue to have a valid licence until its completion.

The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

The contractor shall also abide by the provisions of the Child and Adolescent Labour (Prohibition and Regulation) Act, 1986.

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

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

Clause 19A

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

Clause 19 B**Payment of Wages:-**

Payment of Wages

- (i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

- (iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips publication of scale of wage and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable
- (iv)
- a. The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
 - b. Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned. In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWO/DAB/ 43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.
- (v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
- (vi) The contractor shall indemnify and keep indemnified Institute against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- (vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- (ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

Clause 19 C

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

Clause 19 D

The contractor shall submit by the 4th and 19th of every month, to the Engineer-in-Charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:-

- (1) the number of labourers employed by him on the work,
- (2) their working hours,
- (3) the wages paid to them,

- (4) the accidents that occurred during the said for night showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (5) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to Institute, a sum as decided by the authority mentioned in Schedule F for each default or materially incorrect statement. The decision of the Divisional Officer shall be final in deducting from any bill due to the contractor, the amount levied as fine and be binding on the contractor.

Clause 19 E

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

Clause 19F

Leave and pay during leave shall be regulated as follows:-

1. Leave :
 - (i) in the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,
 - (ii) in the case of miscarriage - upto 3 weeks from the date of miscarriage.
2. Pay :
 - (i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
 - (ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.
3. Conditions for the grant of Maternity Leave: No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.
The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix -I and II, and the same shall be kept at the place of work.

Clause 19G

In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and' Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Institute a sum as decided by the authority mentioned in Schedule F for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties. Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/ observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/ their own expense and as per approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works,

and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

Clause 19H

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

- (i)
 - (a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker's family staying with the labourer.
 - (b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.
 - (c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
 - (d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
- (ii)
 - (a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be kutcha but plastered with mud gobri and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.
 - (b) The contractor(s) shall provide each hut with proper ventilation.
 - (c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
 - (d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.
- (iii) Water Supply - The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/ their own cost make arrangements for laying pipe lines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.
- (iv) The site selected for the camp shall be high ground, with removed from jungle clearances, if required.
- (v) Disposal of Excreta - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.
- (vi) Drainage - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.
- (vii) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.

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

Clause 19 I

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.

Clause 19 J

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy upto 5% of tendered value of work may be imposed by the Superintending Engineer/ Chief Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the contractor. However, the Superintending Engineer/ Chief Engineer, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

Clause 19 K

Employment of skilled/semi skilled workers:-

The contractor shall, at all stages of work, deploy skilled/semi skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in- Charge. Failure on the part of contractor to obtain approval of Engineer-in Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate specified in schedule 'F' per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.

For work costing more than Rs. 10 Crores, and upto Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 20% of the unskilled workers engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi skilled tradesmen.

For work costing more than Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled worker engaged in the project in coordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi skilled tradesmen. The cost of such training as stated above shall be born by the Institute. The necessary space and workers shall be provided by the contractor and no claim what so ever shall be entertained.

Clause 19 L

Contribution of EPF and ESI:-

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. The verification of deployment labour will be done through biometric attendance system or any other suitable method by the Engineer in Charge. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.

Clause 20

Minimum Wages Act to be Complied With:-

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

Clause 21

Work not to be sublet. Action in case of insolvency:-

The contract shall not be assigned or sublet without the written approval of the Engineer-in- Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Institute in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the Director, MNIT Jaipur shall have power to adopt the course specified in Clause 3 hereof in the interest of Institute and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

Clause 22

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

CLAUSE 23

Changes in firm's Constitution to be Intimated:-

Where the contractor is a partnership firm, the previous approval in writing of the Engineer- inCharge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

CLAUSE 24

Life Cycle cost: -

The contractor shall be responsible for safety, quality and soundness of the buildings including structural elements beyond maintenance period. The contractor shall have obligation to rectify such defects minimum up to 5 (five) years from the date of completion of work. The defects have to be rectified within a reasonable time not exceeding forty five days after issue of notice by Engineer- in- Charge. If contractor does not take corrective action within 45 days, then action for debarring of the agency shall be taken by the appropriate authority.

CLAUSE 25

Settlement of Disputes by Conciliation and Arbitration:-

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

- 25.1 Conciliation: If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawing, record or decision given in writing by the Engineer-in-Charge; or if the Engineer-in-Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work to be unacceptable and disputed; such party may promptly refer such disputes and amount claimed for each dispute to the Conciliator (Special Director General or the Additional Director General concerned with the work, as applicable) in the proforma prescribed in Appendix XVII mentioned in Schedule F, under intimation to the other party. The Conciliator may then request each party to submit to him a brief written statement describing the disputes and the points at issue. Each party shall send a

copy of such statement to the other party. At any stage of the conciliation proceedings, the Conciliator may request a party to submit to him such additional information as he deems appropriate. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, he may re-formulate the terms of a possible settlement in the light of such observations. If the parties reach agreement on a settlement of the disputes, they may draw up and sign a written settlement agreement on non-judicial stamp paper as per Stamp Act. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party. The termination of conciliation proceedings shall be in accordance with Section 76 of The Arbitration and Conciliation Act, 1996. No party shall be represented before the said Conciliator by an advocate or legal counsel. The conciliation proceedings shall be completed within 45 days from the receipt of reference. This time may be enlarged by 15 days by the Conciliator. The conciliation proceedings shall be deemed to have been terminated at the end of 60 days from the receipt of reference.

- 25.2 Arbitration: If the aforesaid conciliation proceedings fail or the Conciliator fails to give proposal for settlement within the aforesaid period, either party may promptly give notice in the proforma prescribed in Appendix XVIII, under intimation to the other party, to the Chief Engineer or the Superintending Engineer concerned with the work (as applicable), hereinafter referred to as the Arbitrator Appointing Authority as indicated in Schedule F, for appointment of Arbitrator.

However, a party may seek appointment of Arbitrator without taking recourse to the process of conciliation mentioned in sub-clause 25.1 above.

In the event of either party giving a notice to the Arbitrator Appointing Authority for appointment of Arbitrator, the said Authority shall appoint Arbitrator as per the procedure given below and refer such disputes to arbitration.

- (a) Number of Arbitrators: If the contract amount is less than Rs.100 crore, the disputes may be referred for adjudication by a sole Arbitrator. If the contract amount is Rs.100 crore or more, the disputes may be referred to an Arbitral Tribunal of three Arbitrators.
- (b) Qualification of Arbitrators: It is a term of this contract that each member of the Arbitral Tribunal shall be Graduate Engineer with experience in execution of public works engineering contracts, and he should have worked earlier at a level not lower than the Chief Engineer (equivalent to level of Joint Secretary to the Government of India).

The aforesaid educational qualification and work experience shall be mandatory for appointment as Arbitrator.

The age of Arbitrator at the time of appointment shall not exceed 75 years. An Arbitrator may be appointed notwithstanding the total number of active arbitration cases with him.

- (c) Parties to select Arbitrator: Based on the criteria specified above, a list of empanelled Arbitrators has been prepared in CPWD, and the parties shall have option to select an Arbitrator from the list sent to them.

- 25.3 Appointment of Sole Arbitrator: The parties may opt for appointment of the Arbitrator of the Ministry of Housing and Urban Affairs. In such cases, the party seeking arbitration has to submit an express agreement in writing as per Appendix XIX towards waiver of Section 12(5) of the Arbitration and Conciliation Act, 1996 along with the notice for appointment of Arbitrator in the proforma prescribed in Appendix XVIII, under intimation to the other party. The Arbitrator Appointing Authority shall, within 30 days of receipt of the said notice, appoint Arbitrator of the Ministry of Housing and Urban Affairs as Arbitrator in the matter, provided the other party also submits waiver of Section 12(5), *ibid* in Appendix XIX within 7 days of the receipt of the said notice.

Where any one of the parties does not opt for the Arbitrator of the Ministry of Housing and Urban Affairs, or does not submit the waiver agreement, the Arbitrator Appointing Authority shall propose five Arbitrators from the list of CPWD Empanelled Arbitrators to the party seeking arbitration under intimation to the other party within 15 days of receiving the notice. The party seeking arbitration shall give his choice for one of them within 15 days of receiving the list, and the Arbitrator Appointing Authority shall appoint the chosen person as the Sole Arbitrator within 15 days of the receipt of choice.

It is a term of this arbitration agreement that if the parties fail to select, within the period prescribed above, an Arbitrator of their choice from the list of CPWD Empanelled Arbitrators forwarded to them, the Arbitrator Appointing Authority shall himself select and appoint Arbitrator from the said list.

- 25.4 Appointment of Arbitral Tribunal of three Arbitrators: The Arbitrator Appointing Authority shall prepare two separate lists of five Arbitrators each from the list of CPWD Empanelled Arbitrators, and send one to the party seeking arbitration and other to the responding party, within 15 days of the receipt of notice. The parties will then choose any one Arbitrator from the list provided to them within 15 days of receipt of the list. The Arbitrator Appointing Authority shall then appoint those chosen by the respective parties as Arbitrators and also a third Arbitrator from the list of CPWD Empanelled Arbitrators to act as presiding Arbitrator, within 15 days of receipt of choice from both the parties.

It is a term of this arbitration agreement that if the parties fail to select, within the period prescribed above, an Arbitrator of their choice from the list of CPWD Empanelled Arbitrators forwarded to them, the Arbitrator Appointing Authority shall himself select and appoint Arbitrator from the said list.

- 25.5 Applicable Law: The provisions of the Arbitration and Conciliation Act, 1996 (Act 26 of 1996) and any further statutory modification or re-enactment thereof shall be applicable. Further, the fast-track procedure for arbitration contained in Section 29B of the said Act shall apply.
- 25.6 Fee payable to Arbitrator(s): The fee payable to the arbitral tribunal shall be as per CPWD OM No.2/2006/SE(TLC)/CSQ/137 dated 19.11.2019 (or latest amendment), and shall be shared equally by both the parties.
- 25.7 Place of Arbitration: The place of arbitration shall preferably be as mentioned in Schedule F. However, the Arbitral Tribunal may decide the place in consultation with both the parties.
- 25.8 Terms of reference: The Arbitral Tribunal shall adjudicate on only such disputes as are referred to it by the Arbitrator Appointing Authority and give separate award against each dispute referred to him and shall give reasons for the award in all cases where the total amount of the claim by any party exceeds Rs.1,00,000.
- 25.9 Interest on Arbitration award: It is also a term of this arbitration agreement that where the Arbitral award against any dispute is for the payment of money, no pre-suit and pendent elite interest shall be payable on any part of the Arbitral award.

CLAUSE 26

Contractor to indemnify Govt. against Patent Rights:-

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

CLAUSE 27

Lumpsum Provisions in Tender:-

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

CLAUSE 28

Action where no Specifications are Specified:-

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

CLAUSE 29

Withholding and lien in respect of sum due from contractor:-

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

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

- ii. Institute shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Institute to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Institute to the contractor, without any interest thereon whatsoever. Provided that the Institute shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Superintending Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.

Clause 29A

Lien in respect of claims in other Contracts

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in- Charge or the Institute or any other contracting person or persons through Engineer-in- Charge against any claim of the Engineer-in-Charge or Institute or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer- in-Charge or the Institute or with such other person or persons. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the Institute will be kept withheld or retained as such by the Engineer-in-Charge or the Institute or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other

ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

Clause 29B

Employment of coal mining or controlled area labour not Permissible:-

The contractor shall not employ coal mining or controlled area labour falling under any category whatsoever on or in connection with the work or recruit labour from area within a radius of 32 km (20 miles) of the controlled area. Subject as above the contractor shall employ imported labour only i.e., deposit imported labour or labour imported by contractors from area, from which import is permitted. Where ceiling price for imported labour has been fixed by State or Regional Labour Committees not more than that ceiling price shall be paid to the labour by the contractor. The contractor shall immediately remove any labourer who may be pointed out by the Engineer in-Charge as being a coal mining or controlled area labourer. Failure to do so shall render the contractor liable to pay to Institute a sum calculated at the rate of Rs.10/- per day per labourer. The certificate of the Engineer-in- Charge about the number of coal mining or controlled area labourer and the number of days for which they worked shall be final and binding upon all parties to this contract. It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested within the meaning of the exception in Section 74 of Indian Contract Act, 1872. Explanation:- Controlled Area means the following areas: Districts of Dhanbad, Hazaribagh, Jamtara - a Sub-Division under Santhal Pargana Commissionery, Districts of Bankuara, Birbhum, Burdwan, District of Bilaspur. Any other area which may be declared a Controlled Area by or with the approval of the Central Government.

CLAUSE 30

Water for Works:-

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

- (i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.
- (ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.

Clause 30A

Alternate water Arrangements:-

The contractor shall be allowed to construct temporary wells in Institute land for taking water for construction purposes only after he has got permission of the Engineer-in- Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

CLAUSE 31

Hire of Plant & Machinery:-

The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work

CLAUSE 32

Employment of Technical Staff and employees:-

Contractors Superintendence, Supervision, Technical Staff & Employees

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

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical

representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. Even of the contractor (or partner(s) in case of firm/ company) is himself / herself an Engineer, it is necessary on the part of the contractor to employ principal technical representative / technical representative (s) as per stipulation in Schedule 'F'.

The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/ test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

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

- (ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

- (iii) For works with estimated cost more than Rs. 10 Crores and stipulated time period more than 6 months :
The contractor shall ensure that at least one deployed technical representative shall be trained in courses related to CPWD specifications, labour laws, safety rules etc. of duration not less than 5 working days either through National CPWD Academy (NCA) or National Institute of Construction Management and Research (NICMAR) or CIDC or any other similar reputed and recognized Institute managed or certified by State/Central Government. The training cost and other cost related to training shall be borne by the contractor. The contractor shall ensure that at least one technical representative is trained within six months of start of work. The time period of six months can be relaxed by the Engineer-in-Charge depending upon the frequency of training course organized by NCA.

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If the contractor fails to ensure that at least one technical representative is trained in the above mentioned course till completion of work or one year from start of work, whichever is earlier, then a non-refundable recovery of Rs. 50,000/- shall be made from the bill of the contractor. Decision of Engineer-in-Charge in this regard shall be final and binding on the contractor.

Clause 33

Levy/Taxes payable by Contractor:-

- (i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and MNIT Jaipur shall not entertain any claim whatsoever in this respect except as provided under Clause 38.
- (ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

Clause 34

Conditions for reimbursement of levy/taxes if levied after receipt of Tenders:-

- (i) All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs.

However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.

Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess.

Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule F.

- (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Institute and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
- (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, or variation or repeal of such tax or levy or cess give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

Clause 35

Termination of Contract on death of contractor:-

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer in Charge on behalf of the Director, MNIT Jaipur shall have the option of terminating the contract without levy compensation to the contractor.

Clause 36

If relative working in MNIT Jaipur then the contractor not allowed to tender:-

The contractor shall not be permitted to tender for works in the MNIT Jaipur in which his near relative is posted as in any capacity. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.

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

Clause 37

No Gazetted Engineer to work as Contractor within one year of retirement:-

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

Clause 38

Theoretical consumption of Material:-

- (i) After completion of the work and also at any intermediate stage in the event of Non reconciliation of materials issued theoretical quantity of materials used in the work shall be calculated on the basis and method given hereunder:-
 - (a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-Charge.
 - (b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual, each diameter wise, section wise and category wise separately.
 - (c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.
 - (d) For any other material as per actual requirements. Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F' For non scheduled items, the decision of the Superintending Engineer CE regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.
- (ii) The said action under this clause is without prejudice to the right of the Institute to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

Clause 39

Compensation during warlike situations:-

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Divisional Officer upto Rs.2,00,000/- and by the next higher officer concerned for a higher amount. The contractor shall be paid for the

damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. (Air Raid Precaution) Officers or the Engineer-in- Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work. In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Divisional Officer.

Clause 40

Apprentices Act provisions to be complied with:-

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

Clause 41

Release of Security deposit after labour clearance:-

The Security Deposit of the work shall be refunded if no labour complaint has been received from the labour officer till the due date of its payment. If a labour complaint is received during this period, the Engineer-in-Charge shall, after issue of notice in this regard to the contractor, deduct the amount required to settle the complaint from his security deposit and refund the balance amount.

11.SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to $1\frac{1}{4}$ horizontal and 1 vertical.)
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. ($1\frac{1}{2}$ ”) for ladder upto and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$ ” for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. (a) Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are

1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within

1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

(b) Safety Measures for digging bore holes:-

- (i) If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;
- (ii) During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;
- (iii) Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;
- (iv) After drilling the borewell, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
- (v) After the completion of the borewell, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
- (vi) After the borewell is drilled the entire site should be brought to the ground level.

7. Demolition - Before any demolition work is commenced and also during the progress of the work,

- (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- (ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
- (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned:- The following safety equipment shall invariably be provided.

- (i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

- (ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
- (iii) Those engaged in welding works shall be provided with welder's protective eyeshields.
- (iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- (v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to :-
 - (a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
 - (b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - (c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
 - (d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
 - (e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - (f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 - (g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
 - (h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
 - (i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge shall decide the time up to which a worker may be allowed to work continuously inside the manhole.
 - (j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
 - (k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors

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for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.

- (l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
 - (m) The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
 - (n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
 - (o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
 - (p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- (vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-
- (a) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
 - (b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
 - (c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
- (vii) Workmen executing work on scaffolds or other structures above specified height shall be provided with full body harness and fall arresters.

9. An additional clause (viii)(i) of Central Public Works Department Safety Code (iv) the Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :
- (i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
 - (ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
 - (iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
 - (iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - (v) Overall shall be worn by working painters during the whole of working period.
 - (vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled¹³ by painting materials.
 - (vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of C.P.W.D PWD(DA).
 - (viii) C.P.W.D./PWD (DA) may require, when necessary medical examination of workers.
 - (ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
10. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions :-
- (i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
 - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - (ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
 - (iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley

block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

- (iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in- Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer- in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.
- 12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- 13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- 14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
- 15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the department or their representatives.
- 16. Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

12.PROFORMA OF SCHEDULES

SCHEDULE `A`

Schedule of quantities

i. Enclosed.

SCHEDULE `B`

Schedule of materials to be issued to the contractor

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

No material shall be issued to the Contractor by the Institute.

SCHEDULE `C`

Tools and plants to be hired to the contractor

S.No	Description	Hire charges per day	Place of issue
1	2	3	4

No tools & plants shall be hired to the Contractor by the Institute.

SCHEDULE `D`

Extra schedule for specific requirements/ document for the work, if any.

- Nil -

SCHEDULE `E`

	Reference to General Conditions of Construction Contract	:	General Conditions of Contract for Construction Works 2023 for CPWD works amended up to last date of submission of bids.
1	Name of work:	:	Supply, Installation, Testing and commissioning of Central Air-Cooling System in RAC LAB, MNIT Jaipur
2	Estimated cost of work	:	Rs. 4,97,960/-
3	Earnest Money	:	Rs. 9,960.00
4	Performance Security	:	5% (five percent) of accepted tendered amount
5	Security deposit	:	5% of tendered value

SCHEDULE 'F'

General Rules & Directions:-

1	General Rules & Directions Officer inviting tender Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3	Director, MNIT Jaipur See below under Clause-12
Definitions		
2(i)	Engineer-in-Charge	The Engineer of MNIT Jaipur who shall supervise and be In-charge of the work. Director, MNIT Jaipur
2(ii)	Accepting Authority	
2(iii)	Percentage on cost of materials and labour to cover all overheads and profits	15% DSR 2025 (E&M) with correction slips up to the last date of submission of bids.
2(iv)	Standard Schedule of Rates	(ii) Rajasthan PWD BSR 2023 for internal electrification and external electrification with upto date correction slips issued upto the date of receipt of tender.
2(v)	Department	MNIT Jaipur
2(vi)	Standard CPWD Contract Form	GCC 2023 Construction Works and CPWD Form 7 as amended/ modified up to the last date of submission of bids.
Clause 1	(i) Time allowed for submission of performance guarantee, programme chart (Time and Progress) and applicable labour licences, registration with EPFO, ESIC and BOCW Welfare Board, Provident Fund Nos. or proof of applying thereof from the date of issue of letter of acceptance.	15 Days

- (ii) Maximum allowable extension with late fee @0.1% per day of the performance guarantee amounts beyond the period provided in (i) above. 7 Days

Clause 2 Authority for fixing compensation under clause 2. Director, MNIT, Jaipur.

Clause 5

- (i) Number of days from date of issue of letter of acceptance for reckoning date of start. **22 Days**
- (ii) Mile Stone chart. Refer Table of Milestones as per NIT.
- (iii) Time allowed for execution of work. **90 days.**
- (iv) Authority to give extension of time for completion of work Director, MNIT Jaipur
- (v) Rescheduling of Mile stones. Director, MNIT, Jaipur.

S.No.	Description of Milestone (Physical)	Time Allowed in Months (from date of start)	Amount to be with-held in case of non-achievement of milestone
1	Supply of all material	1/4 of stipulated period for completion	1% of accepted tendered amount
2	Installation of the equipment's	1/2 of stipulated period for completion	1% of accepted tendered amount
3	Testing and commissioning	3/4 of stipulated period for completion	2% of accepted tendered amount
4	Completion of all the scope work i/c handing over.	Full stipulated period for completion	2% of accepted tendered amount
Authority to decide:			
i. Authority to convey the decision of shifting of milestone and extension of time			Executive Engineer MNIT Jaipur

	ii. Re-scheduling of Milestones and Extension of time for completion of work	Director, MNIT Jaipur
	iii Shifting of date of start in case of delay in handing over of site.	Director, MNIT Jaipur
Clause 5.2	Nature of hindrance register:	Physical
Clause 5.4	Schedule of rate of recovery for delay in submission of the revised programme in terms of delay per days basis	
SI.No.	Contract Value	Recovery Rs. Per day basis
1	Less than or equal to Rs. 1 crore	500
Clause 6	Computerized Measurement Book	CMB
Clause 7	Gross work to be done together with net payment / adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment	Only 1st & Final Bill or as per discretion of E-in-C.
Clause-7A	Regarding applicability of labour laws Related to Labour licensee, registration of contractor with EPFO, ESIC and BOCW welfare board i/c Provident Fund	Yes, Applicable
Clause-7B	No running account bill shall be paid in the work till the applicable labour licenses, registration with EPFO, ESIC, BOCW welfare board including Provident Fund Code No. if applicable whatever applicable are submitted by the contractor to the Engineer-in-charge.	
Clause 8 A	Authority to decide compensation on account if contractor fails to submit completion plans (i) This shall not apply for maintenance or upgradation contracts not involving any services. (ii) For other works, the recovery shall be made @ 0.1% (Zero-point one percent) of accepted Tendered Value OR recovery rate limit specified below, whichever is more.:	Director, MNIT Jaipur
SI.No.	Contract Value	Recovery Rs.
1	Less than or equal to Rs. 1 crore	2000
CLAUSE 10A	List of testing equipment to be provided by the contractor at site lab.	NIL
Clause-10-B (ii).	Whether clause 10-B (ii) shall be applicable	Not Applicable

Clause-10C		:	Clause-10C Not Applicable
Clause 10 CA		:	Deleted (as per O.M. No. DG/CONConstruction-2020/2022 dated 22/12/2022)
Clause-10-CC		:	Clause-10-CC Not Applicable
Clause-11	Specifications to be followed for execution of work	:	C.P.W.D. Specifications 2019 Vol. I & II and CPWD specification for electrical work as per Part-B with correction slips issued upto last date of submission of bids.
Clause-12	Type of Work:	:	Project and Original Work
	Sub Clause 12.2	:	100%
	Sub clause 12.3	:	100%
Clause-16	Competent Authority for deciding reduced rates.		Director, MNIT Jaipur
Clause 18	List of mandatory machinery, tools & plants to be deployed by the contractor at site		As per NIT and as required for timely execution of work
S.No.	Equipments		Quantity
1	Earthing Tester		1 no.
2	Insulation Tester (LT / HT)		1 no.
3	Tong Tester		1 no.
4	Multimeter		1 no.
5	Lux Meter		1 no.
6	Vernier Caliper		1 no.
7	Wire Gauge		1 no.
8	Hand Blower / Vacuum Cleaner		1 no.
9	Drill Machine		1 no.
10	Chase Cutting Machine		1 no.
11	Crimping Tool Kit		1 no.
12	Self Supporting Ladder - 4 feet		1 no.
13	Ladder – 20 feet		1 no.
Clause 19 C	Authority to decide penalty for each default		Director, MNIT Jaipur
Clause 19 D	Authority to decide penalty for each default		Director, MNIT Jaipur

Clause 19 G Authority to decide penalty for each default Director, MNIT Jaipur

Clause 19 K Authority to decide penalty for each default (The provisions of this clause, shall not be applicable for works with Estimated cost put to tender being less than Rs. 5.00 Crores). Director, MNIT Jaipur

Clause-25 Settlement of Disputes by Conciliation and Arbitration

(a) Conciliator for conciliation of disputes : Director, MNIT Jaipur

(b) Arbitrator Appointing Authority : Director, MNIT Jaipur

(c) Place of arbitration : Jaipur or as decided by competent authority.

Clause-32 Requirement of Technical Representative(s) and Recovery Rates

Sr. No.	Minimum Qualification of Technician Representatives	Discipline	Designation (Principal Technical/ Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 36 (i) per month	
1	Diploma/ Graduate Engineer	(Electrical/Air-conditioning)	Technical Representative	Nil for Graduate 5 years for Diploma	1	Rs. 15,000/-	Rs. Fifteen Thousand only

“Assistant Engineer retired from Government Services those are holding Diploma will be treated at par with Graduate Engineer.”

13.ADDITIONAL CONDITIONS

1. The contractors are advised to get acquainted with the proposed work and its site and also study the Architectural Drawings, specifications and special conditions carefully before tendering. No claim of any sort shall be entertained on account of any site conditions and ignorance of specifications and special conditions.
2. The work shall be carried out as per CPWD specifications for works-2019 with up to date correction slips unless otherwise specified in the nomenclature of individual item or in the specifications and special conditions, where specifications are silent, the decision of Engineer-in-Charge shall be final and binding on contractors.
3. The work shall be carried out in accordance with the Architectural drawings and structural drawings, to be issued from time to time, by the Engineer-in-Charge. Before commencement of any item of work the contractor shall correlate all the relevant architectural and structural drawings, nomenclature of items and specifications etc. issued for the work and satisfy himself that the information available there from is complete and unambiguous. The figure and written dimension of the drawings shall be superseding the measurement by scale. The discrepancy, if any, shall be brought to the notice of the Engineer-in-charge before execution of the work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and/ or incomplete information and no claim whatsoever shall be entertained on this account.
4. The rates quoted by the contractor shall be taken as net and nothing extra shall be paid on any account i.e. royalty, cartage, sales tax and stacking at required places etc.
5. The rates for different items of work shall apply for all heights and depths, leads and lifts unless otherwise specified in the agreement or specifications applicable to the agreement.
6. Any damage done by the contractor to any existing work during the course of execution of the work shall be made good by him at his own cost.
7. Articles manufactured by the reputed firms and approved by Engineer-in-Charge shall only be used. Only articles classified, as 'first quality' by the manufacturer shall be used unless otherwise specified. In case articles bearing ISI certification are not available in the market, quality of samples brought by the contractor shall be judged by standards laid down in the relevant CPWD specifications. For the items not covered by CPWD specifications relevant BIS standards shall apply. The sample of materials to be brought to site for use in work shall be got approved from the Engineer-in-Charge before actual execution of work.
8. Various factory made materials shall be procured from reputed and approved manufacturers or their authorized dealers. List of such approved manufacturers is available at Annexure V. For the items / materials not appearing in the list the decision of Engineer in charge shall be final and binding. Any ISI marked material can be used in the work unless specifically provided for use of particular brand and make of item.
9. Wherever work is specified to be done or material procured through specialized agencies, their names shall be got approved well in advance from Engineer in charge. Failure to do so shall not justify delay in execution of work. It is suggested that immediately after award of work, contractor should negotiate with concerned specialist agencies and send their names for approval to Engineer in charge. Any material procured without prior approval of Engineer in charge in writing is liable to be rejected. Engineer in charge reserves right to get the materials tested in laboratories of his choice before final acceptance. Non standard materials shall not be accepted.
10. Doors and frames shall be procured from specialist firms and name of such agencies shall be got approved from the Engineer in charge well in advance.

11. The contractor shall take instruction from the Engineer in charge for stacking of materials at any place. No excavated earth or building material shall be stacked on areas where other buildings, roads, services or compound walls are to be constructed.
12. Royalty at the prevalent rates shall be payable by the contractor on all the boulders, metals, shingle, sand and bajri etc. collected by him for the execution of the work, direct to the Revenue authority or authorized agent of the state Government concerned or Central Government.
13. The contractor shall establish a fully equipped site laboratory and shall provide electrically operated cube crushing and testing machine appliance at site, such as weighing, scale, graduated cylinder, standard sieves, thermometer, slump cones etc. all relevant tests for BMC as per prescribed IS codes in order to enable the Engineer in charge to conduct field tests to ensure that the quality is consistent with the prescribed specifications and nothing extra shall be paid on this account.
14. The contractor or his authorized representative shall associate in collection, preparation, forwarding and testing of such samples. In case, he or his authorized representative is not present or does not associate himself, the results or such tests and consequences thereon shall be binding on the contractor.
15. The contractor shall get the water tested with regard to its suitability of use in the works and get written approval from the Engineer in charge before he proceeds with the use of same of execution of works. If the tube well water is not suitable, the contractor shall arrange Municipal water or from any other sources at his own cost and nothing extra shall be paid to the contractor on this account. The water shall be got tested at frequency specified in latest CPWD specifications/BIS code.
16. The material shall conform to the quality and make as per attached list in Annexure V. However for the items not appearing in the list preference shall be given to those articles which bear ISI certification marks. In case articles bearing ISI certification marks are not available the quality of sample brought by the Contractor shall be judged by the standard laid down in the relevant ISI specification/CPWD specification. All materials and articles brought by the contractor to the site for use shall conform to the samples approved, which shall be preserved till the completion of the work. However, such articles which bear ISI mark but stand banned by CPWD will not be used. Notwithstanding the case of materials of "Approved Make" as given in Annexure V, provisions of Clause 10A of the General Conditions of Contract for central PWD works shall be applicable on the materials of "Approved Make" also.
17. It must be ensure that all materials to be used in work bear BIS certification mark. In cases where BIS certification system is available for a particular material/product but not even a single producer has so far approached BIS for certification the material can be used subject to the condition that it should confirm to CPWD specification and relevant BIS codes. In such case written approval of the Technical sanctioning Authority may be obtained before use of such material in the work
18. The final approval of the brand to be used shall be as per the direction of Engineer-in-Charge. The brand used shall be one of the brands in case specified in the list of approval materials as per Annexure-V.
19. In case of non availability of material of the brands specified in the list of approved materials an equivalent brand may be used after getting written approval of T/S Authority giving details to indicate that the brand proposed to be used is equivalent to the brands mentioned in the agreement.
20. Contractor shall have to execute a Guarantee Bond in respect of Water Proofing works as per Performa attached in this N.I.T. at Annexure IV. He shall also have to execute guarantee bonds for water supply and sanitary installations work on the proforma available at Annexure III.
21. Samples of materials required for testing shall be provided free of cost by the contractor. Testing charges, if any, shall be borne by the department in case the test results are satisfactory except where-ever specifically mentioned otherwise in the NIT. All other expenditure to be incurred for taking samples, conveyance, packing etc. shall be borne by the contractor.

22. The construction joints shall be provided in predetermined locations only as decided by Engineer in charge. The cost of shuttering for these construction joints shall be included in item of Concrete work / RCC work and nothing extra shall be payable on this account to the contractor.
23. No chase cutting/dismantling of plaster/RCC/CC shall be allowed, so contractor has to execute the electrical work accordingly.
24. The contractor shall invariably prepare the samples of finishing items i.e. flooring of different types, external & internal finishing i/c colour scheme of paint, tiles in dado, flooring in platforms & staircase, water supply & sanitary fittings and any other item as per direction of Engineer-in-charge. The contractor shall proceed with further finishing items only after getting the samples of these items approved in writing from Engineer-in-charge.
25. The contractor shall maintain the time bound progress for the execution of work and get it approved by the Engineer in charge. The contractor shall submit progress report by 7th of every month on the format to be given by Engineer-in-charge, failing which penalty of Rs. 5000/- shall be imposed on the contractor for each default. For delay of each day in submission of progress report beyond 7th day of every month, an additional penalty of Rs. 1000/- per day subjected to maximum of Rs. 20,000/- in month, shall be imposed. Penalty amount shall be recovered from the next payment due to the contractor.
26. The contractor shall submit a detailed program of work within 5 days of the date of issue of letter of intent. Detailed program should include all the mile stone, cash flow, material procurement, manpower deployment. Program must show clearly the critical path to complete the project in time. The Engineer-in-Charge can modify the programme and the contractor shall have to work accordingly. During review of work progress, Engineer in Charge can ask to modify the programme. Contractor shall resubmit the modified programme in 2 days.
27. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by department.
28. The contractor shall produce all the materials in advance so that there is sufficient time for testing and approving of the materials and clearance before use in work.
29. The quantities of each item shall not be exceeded beyond the agreement quantities without prior permission of Engineer-in-Charge.
30. Statutory deductions on account of VAT, income tax and surcharge as applicable shall be made from the gross amount of the bill.
31. The contractor shall make his own arrangements for obtaining electric connection, if required and make necessary payments directly to the department concerned.
32. All types of mortars to be used in the work shall be mixed in the mechanical mixer and hand mixing shall not be permitted.
33. The contractor shall make his own arrangement for getting the permission to ply the trucks from the traffic police.
34. The contractor shall have to make approaches to the site, if so required and keep them in good condition for transportation of labour and materials as well as inspection of works by the Engineer in charge. Nothing extra shall be paid on this account.
35. For the purpose of recording measurements and preparing running account bills, the abbreviated nomenclature indicated in the publications abbreviated nomenclature of item of DSR 1981 (bilingual) shall be accepted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of the relevant items in the agreement and other relevant specifications.
36. No payment shall be made to the contractor for any damage caused by rain, snow fall, floods or any other natural causes whatsoever during the execution of work. The damage caused to work shall have to be made good by the contractor at his own cost and no claim on this account shall be entertained.

37. In the case of items of which abbreviated nomenclature is not available in the above cited publication and also in case of extra and substituted items of works for which abbreviated nomenclature is not provided in the agreement, the full nomenclature of items shall be reproduced in the measurements books and bill forms for running account bill.

38. The full nomenclature of the items shall be adopted in preparing abstract of final bill in the measurement book and also in the bill form for final bill.

39. Other agencies may also simultaneously be executing the work of electrification, Horticulture or external services and other building works for the same building along with this work. The contractor shall afford necessary facilities for the same and no claim in the matter shall be entertained. The contractor shall especially co-ordinate with the other agency carrying out his work.

40. Some restrictions may be imposed by the security staff etc. on the working and or movement of labour and materials, etc, the contractor shall be bound to follow all such restrictions / instructions and nothing shall be payable on this account.

41. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work by storing materials on the road.

42. The contractor shall be fully responsible for the safe custody of the material issued or brought by him to site for doing the work.

43. Unless otherwise specified all materials (e.g. stone and other valuable material) obtained in the work of dismantling, excavation etc. shall be considered Government's property and shall be neatly stacked at site & in the manner as decide by the Engineer-in- charge.

44. The building work will be carried out in the manner complying in all respects with the requirements of relevant bye laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer in charge and nothing extra will be paid on this account.

45. The work of water supply, internal sanitary installation and drainage work etc. shall be carried out as per local Municipal Corporation or such local body Bye-laws and the contractor shall produce necessary completion certificate from such authorities after completion of the work.

46. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rule and regulations and pay all fees and charges which he may be liable.

47. The contractor shall give a performance test of the entire installation (s) as per standing specification before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.

48. Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been in-built in the items and nothing extra shall be payable (or) extra cement considered in consumption on this account.

49. PROGRAM CHART

49.1 The Contractor shall prepare an integrated program chart for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, material, equipment and machinery required for the fulfillment of the program within the stipulated period or earlier and submit the same for approval to the Engineer-in-Charge within ten days of award of the contract, failing which Rs.500/- per day shall be recovered (non refundable) from the contractor's next running bill till the date of actual submission.

49.2 The program chart should include the following:

- (i) Descriptive note explaining sequence of the various activities.
- (ii) Network (PERT or CPM or Bar chart).
- (iii) Program for procurement of materials/equipments/labour by the contractor.

49.3 If at any time, it appears to the Engineer-in-Charge that the actual progress of work does not conform to the approved program referred above, the contractor shall produce a revised program showing the modifications to the approved program to ensure completion of the work. The modified schedule of program shall be approved by the Technical Sanctioning Authority. In case of delay in submission of revised program chart, a sum of Rs 1000/- per day shall be recovered (non refundable) from the contractor's next running bill till the date of actual submission.

49.4 The submission for approval by the Engineer-in-Charge of such program or the furnishing of such particulars shall not relieve the contractor of any of the duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-Charge to take action against the contractor as per terms and conditions of the agreement.

50. WATER SUPPLY & SANITARY

50.1 The joints of GI pipes and fittings, C.P. Brass & Other fittings with GI pipe etc. shall be executed by using Teflon tapes.

50.2 The work shall get executed through approved agency.

50.3 Water Supply & Sanitary shall be concealed only after all testing is done, test check is done by department & third party check is done, wherever required.

14.ADDITIONAL SPECIFICATION

1. The work in general shall be executed as per the description of the item, CPWD general specification for electrical works Substation)-2013 and amended time to time.
2. In case of any variation between different applicable specifications, the following order of precedence will be followed :
 - a. Description of schedule of quantities i.e. nomenclature of item.
 - b. Particular specification, additional conditions and special conditions, if any.
 - c. CPWD specifications.
 - d. Indian standard specifications of B.I.S.
 - e. Drawings.
 - f. Decision of Engineer-in-charge.
3. Wherever any reference to any Indian Standard Specification occurs in the documents related to this contract, the same shall be inclusive of all amendments issued there to or revisions thereof, if any, upto the date of receipt of tenders.

15.ANNEXURES

ANNEXURE-A

INFORMATION TO BE FURNISHED BY THE BIDDER

The bidder are required to provide the following details in the prescribed format and also enclose copy in support of the information provided, wherever applicable:

1.	Name of the Bidder(Firm)	:	
2.	Address of the Bidder/Firm	:	
3.	Contact Phone number (s)of the bidder: Email ID:	: : :	
4.	Year of Establishment	:	
5.	GSTIN No. (Enclose certificate)	:	
6.	Authorisation letter from the owner of the firm,if Bidder is other than the owner of the firm.	:	

This is to certify that I have understood the terms & condition of the tender document and all the information provided above & enclosed is true to the best of my knowledge and belief.

Further, I have visited the actual site, where the services need to be provided, and submitted my quotation based on the same.

If we accept all terms & condition of tender document.

Signature of the Bidder

Signature of Tenderer(s)

Past Experience details

List of Organizations for whom the bidder has undertaken such work during last three years
(must be supported with Purchase orders)

Name of the organization	Name of Contact Person	Contact No.	Copy of Purchase Orders (Page no.)

Note: Without submission of relevant orders, experience will not be considered.

Signature of BidderName:

Designation:

Organization Name:

Contact No.:

<< Organization Letter Head >>

DECLARATION SHEET

We, _____ hereby certify that all the information and data furnished by our organization with regard to these tender specifications are true and complete to the best of our knowledge. I have gone through the specifications, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

We, further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years and

- a. The organization is not insolvent, in receivership bankrupt or being wound up not have its affairs administered by a court or judicial officer, not have its business activities suspended and must not subject of legal proceeding for any of the forgoing reason.
- b. and their directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- c. The bidder not have a conflict of interest in the procurement in question as specified in the bidding document and the bidder has comply with the code of integrity as specified in the bidding document.

**Signature of the
Tenderer) Name:**

Seal of the Company

DECLARATION OF LOCAL CONTENT**[For Local Content of Products, Services or Works]**

(To be given on Company Letter Head – For tender value below Rs.10 Crores)

(To be given by Statutory Auditor/Cost Auditor/Cost Accountant/CA for tender value above Rs.10 Crores)

To,
The Registrar
MNIT Jaipur

Subject: Declaration of Local Content

Tender reference No. _____

1. Country of Origin of Goods being offered: _____
2. With reference to Order No. P- 45021/2/2017-PP(BE-II)-Part (4) Vol.II dated 19-07-2024 read with O.M. No. P- 45021/102/2019-BE-II-Part (1) (E-50310) dt. 04/03/2021 of DPIIT, Ministry of Commerce and Industry, Govt. of India, we fall under the following category of supplier (please tick the correct category) for the items for which this tender has been floated and being bided.

- Class I local supplier – has **local content** \geq 50%. Local contents added at _____ (name of location).
- Class II local supplier – has local content \geq 20% but $<$ 50%. Local contents added at _____ (name of location).
- Non-local supplier – has local content $<$ 20%. Local contents added at _____ (name of location).

3. Details of value addition in India:

Sr. No.	Particulars	Content (In percentage)
1	Addition of indigenous items (manufactured in India) inclusive of taxes	
2	Addition of Locally sourced imported items inclusive of taxes	
3	License/Royalty paid/Technical expertise etc.	

4. Certificate from OEM for Country of Origin has been attached (mandatory if bidder is reseller) (Strike down if not applicable).
5. We are solely responsible for the above mentioned declaration in respect of category of supplier. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which we may be debarred for up to 2 years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Signature of Bidder Name**Designation:****Organization Name:****Contact No***Signature of Tenderer(s)*

PROFORMA OF AFFIDAVIT FOR NON - BLACK LISTING

I/we undertake and confirm that our firm/partnership firm has not been blacklisted by any state/Central Departments/PSUs/Autonomous bodies during the last 7 years of its operations.

Further that, if such information comes to the notice of the department, then I/we shall be debarred for bidding in CPWD in future forever. Also, if such information comes to the notice of department on any day before date of start of work, the Engineer-in-charge shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee

(Scanned copy of this notarized affidavit to be uploaded at the time of submission of bid)

NOTE: Affidavit to be furnished on a 'Non-Judicial' stamp paper worth Rs.100/-

Signature of Bidder(s) or an authorized

Officer of the firm with stamp

Signature of Notary with seal

Signature of Tenderer(s)