

**Indian Red Cross Society**  
**New Delhi**

**Notice Inviting Tenders**

1. Tenders are hereby invited on behalf of the Indian Red Cross Society, 1 Red Cross Road, New Delhi for Repairing of toilets of IRCS, Class–VI Staff quarters at 1–Red Cross Road, New Delhi.
2. Forms of Tenders consisting of the detailed plans, complete specifications, the schedule of quantities of the various classes of work to be done, and the set of conditions of contract to be complied with by the person whose tenders may be accepted which will also be found in the form of tenders, can be seen/purchased at the Society's office between the hours of 11.00 A.M. and 4.00 P.M. every day, except on Saturday, Sunday and Public Holidays from 23.01.2017 to 13.02.2017.
2. (a) The site for the work is available.
3. Tenders, which should always be submitted in sealed covers, with the name of the work written on the envelopes will be received by the Indian Red Cross Society, 1-Red Cross Road, New Delhi upto 03:00 PM on 15.02.2017 and will be opened in this office on the same day at 03:30 PM in presence of tenderers who may like to be present.
4. Tender form can be obtained from the office of Society on payment of a sum of Rs.1000/- in cash. The time allowed for the carrying out of the work will be (90 days) three months from the fifteenth day after the date of written orders to commence work. Tender form can also be downloaded from IRCS website [www.indianredcross.org](http://www.indianredcross.org) and the tenderer shall have to deposit an amount of Rs.1,000/- in the form of demand draft in favour of "Secretary General, Indian Red Cross Society" 1- Red Cross Road, New Delhi towards cost of tender form while submitting the tender for the above work.
5. The Contractor should quote in figures as well as in words the rate, and amount tendered by them. The amount for each item should be worked out and the requisite total given
6. Earnest money, amounting to Rs.20,000/- (Rs. Twenty thousand only) in form of Demand Draft in favour of "Secretary General, Indian Red Cross Society" 1- Red Cross Road, New Delhi to be submitted alongwith tender.
7. 10% (Ten percent) will be deducted from the running bills of the contractor as security deposit.
8. The acceptance of a tender in full or in part, will rest with the Secretary General, Indian Red Cross Society, New Delhi, who does not bind himself/herself to accept the lowest tender, and reserves to himself/herself the authority to reject any or all of the tenders received, without the assignment of a reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

9. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

10. All rates shall be quoted on the proper form of the tender alone.

11. Item rate tender containing percentage below/above will be summarily rejected, however, where a tenderer voluntarily offers a rebate for payment within stipulated period, this may be considered.

12. On acceptance of the tender the name of the accredited representatives of the contractor who would be responsible for taking instructions from the Supervisor Engineer shall be communicated to the Supervisor Engineer.

13. Special care should be taken to write the rates in figures as well as in words and the amount in figures only in such a way that interpolation is not possible. The total amount should be written both in figures and words. In case of figures, the word "Rs. \_\_\_\_\_" should be written before the figures of Rupees and word P after the decimal figures e.g. Rs.2.15 P and in case of words, the word Rupees should precede and the word paisa should be written at the end unless the rate is in whole rupees and followed by the word only. It should invariably be upto two decimal places. While quoting rates in the schedule of quantities the word only should be written closely following the amount and it should not be written in the next line.

14. Sales Tax / VAT or any other tax on materials in respect of this contract shall be payable by the contractor and Society will not entertain any claim whatsoever in this respect.

15. The contractor must produce Income Tax Clearance Certificate on the revised form before the tender can be sold to him.

16. The tender for works shall remain open for acceptance for a period of 90 (Ninety) days from the date of opening of tenders. If any tenderer withdraws his tender within the said period or makes any modifications in the terms and conditions of the tender, which are not acceptable to the owner, then the society shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely.

17. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may have tender 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.

18. The site shown in the layout plan shall be cleared by contractor of all obstructions, loose stone materials, rubbish of all kind as well as brush wood. All holes or hollows whether originally existing or produced by removal of loose stone or brush wood shall be carefully filled up with earth, well rammed and leveled off as directed.

19. The contractor's responsibility for the contract shall commence from the date of

issue of orders of acceptances of tender.

20. Unsealed tender will be summarily rejected.

21. Before tendering, the contractor shall inspect the site to fully acquaint himself about the condition in regard to accessibility of site, nature and the extent of grounds, working conditions including stacking of materials, installations of T&P etc. conditions affected accommodation and movement of labour etc. required for the satisfactory execution of the contract. No claim whatsoever on such account shall be entertained in any circumstances.

22. The contractor should read the specifications and study the working drawings carefully before submitting the tender.

23. The Contractor shall submit list of similar works completed in the last three years value of such work not being less than Rs.9,00,000/- each year. The past experience of similar nature of works should be supported by certificates issued by an officer not below the rank of Executive Engineer/other equivalent officers.

“Similar work means” Civil Works.

Year	Name of work	Name of the department /organization and the contract person	Amount of work	Actual date of completion	Certificate of satisfactorily completion

24. The whole work may be split up between two or more contractors or accepted in part and not in entirety, if considered expedient.

Name of Contractor \_\_\_\_\_

Date of application \_\_\_\_\_

Tender issued on \_\_\_\_\_

## **INDIAN RED CROSS SOCIETY**

Item Rate Tender and Contract for works:

### **General Rules and Directions:-**

1. All works proposed for execution by contract will be notified in a form of invitation to tender.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work also the amount of earnest money to be deposited with the tender, and the amount of the Security Deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from the bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the supervisor Engineer/Engineer-in-charge shall also be open for inspection by the contractor at the office of the Society during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member 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 to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act.

3. Receipts for payments made on account of 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 firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual form, stating at what rate he is willing to undertake each item of work. Tenders which proposed any alternation in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection.

4. (A) The rate(s) and/or amount(s) must be quoted in decimal coinage.

5. The Secretary-General, Indian Red Cross Society, New Delhi, or his duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at the time and will enter the amount of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.

6. The officer inviting tenders shall have the right of rejecting all or any of the tenders, and will not be bound to accept the lowest tender.

7. The receipt of an accountant or clerk for any money; paid by the contractor will not be considered as any acknowledgement of payment to the Secretary General, Indian Red Cross Society and the contractor shall be responsible for seeing that he procure a receipt signed by the Secretary General, Indian Red Cross Society or duly authorized cashier.

8. The memorandum of work tendered for, and the schedule of materials to be supplied by the Indian Red Cross Society and their issue rates, shall be filled in and completed, in the office of the Society before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed he shall request the Supervisor Engineer to have this done before he completes and delivers his tender.

9. The rates quoted by the contractor in item rate tender will be the correct basis and not the amounts worked out by him.

10. The rates quoted in words will be the correct basis and not the rates shown in figures.

#### **Item Rate Tender for works:-**

I/we hereby tender for the execution for the Indian Red Cross Society of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified in the attached schedule, and in accordance in all respects with specifications, designs, drawing and instructions in writing referred to in Rule I hereof and in clause 11 of the conditions of contract and with such materials as are provided for, by, and in all respect in accordance with, such conditions so far as applicable.

#### **Memorandum**

- a) General description – Repairing of toilets of IRCS, Class – VI Staff quarters at 1 – Red Cross Road, New Delhi.
- b) Estimated cost – Rs.9,81,164/-
- c) Earnest money – Rs.20,000/-
- d) Security deposit - 10% from running and final bill
- e) Time allowed – 90 days

The Security Deposit will be deducted at 10% of amount of the work done from each running bill

The Security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money, if deposited in cash at the time of tender, will be treated as part of Security Deposit. The Security Deposit

will also be accepted in cash or in the form of Government Securities and fixed deposit receipt and Guarantee bonds of schedule banks and State Bank of India.

e) Time allowed for the work from the 15<sup>th</sup> day after the date of written order to commence.

Should this tender be accepted, in whole or in part, I/We hereby agree (i) to abide by and fulfill all the terms and provision of the said conditions annexed hereto and all the terms and provision contained in Notice Inviting tenders so far as applicable and/or in default thereof to forfeit and pay to the Secretary-General, Indian Red Cross Society or his successors, in office, the sum of money mentioned in the said conditions. A sum of Rs.20,000/- is hereby forwarded in cash/deposit at Call Receipt of a Schedule Bank Guaranteed by the Reserve Bank of India as Earnest Money if I/We fail to commence the work specified in the above memorandum, I/We agree that the said Secretary-General, or his successors in office shall, without prejudice to any other right of remedy, be at liberty to forfeit the said Earnest money absolutely, otherwise the said Earnest money shall be retained by him towards Security Deposit mentioned against clause (d) of the above mentioned Memorandum (ii) to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto a maximum limit of fifty percent at the rates quoted in the tender documents and those in excess of that limit at the rates to be determined in accordance with the provisions contained in Clause 12A of the tender form.

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 Secretary General and the same may at the option of the Secretary General of the Indian Red Cross Society be recovered 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 moneys due to me/us or otherwise.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

Witness

Address

Signature of the Contractor

Occupation: The above tender is hereby accepted by me on behalf of the Indian Red Cross Society.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ Signature

- a) Signature of contractor before submission of tender
- b) Signature of witness to contractor's signature

c) Signature of the officer by whom accepted.

### **Condition of Contract**

#### **Definition:**

1. The 'Contract' means the documents forming the tender and acceptance thereof and the formal agreement executed between the Indian Red Cross Society and the Contractor together with the document referred to there including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Supervisor Engineer 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:

a) The expressions '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.

b) The 'site' shall mean the land and/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 carrying out the contract.

c) The Contractor shall mean the individual or firm or company, whether incorporated or not undertaking the works and shall include the legal personal representative or such individual or the person composing such firm or company or the successors of such firm or company and the permitted assigner's of such individual or firm or firms company.

d) The Secretary General/SG means the Secretary General, Indian Red Cross Society, National Headquarters, New Delhi and successors and who shall sign the contract on behalf of the Indian Red Cross Society, National Headquarters, 1-Red Cross Road, New Delhi.

e) The Supervisor Engineer means Society's Supervisor Engineer or his Society authorized representatives who shall supervise the work.

Society or IRCS shall mean the Indian Red Cross Society, Headquarters, 1- Red Cross Road, New Delhi - 110001.

Word importing the singular number includes the plural number and vice versa.

#### **Clause 1: Security Deposit:-**

The person/persons, whose tender (S) may be accepted (herein after called the contractor) shall permit at the time of making any payment to him for work done

under the deposited as earnest money will amount.

The Security Deposit will be deducted at 10% of gross amount of work done from each running bill.

In case fixed deposit receipt of any Bank is furnished by the Contractor to the Society as part of the Security deposit and the Bank goes into liquidation or for any reason this 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 Society to make good the deficit.

Such deductions are to be held by Society by way of Security Deposit. Provided always that the Society for this purpose shall be entitled to recover the said percent of the amount of each running bill till the balance of the amount of Security Deposit is realised. All compensation or other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of 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 the Society or 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 Guarantee Bond executed in favour of the Secretary General, Indian Red Cross Society or fixed deposit receipt tendered by the State Bank of India or by schedule banks the amount shall be within the financial limits prescribed by the Reserve Bank of India of Government Securities (if deposited for more than 12 months) endorsed in favour of Secretary General, Indian Red Cross Society, 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 of the Contractor at the rates mentioned above and the Earnest money if deposited in cash at the time of tenders will be treated as part of the Security Deposit.

Note 1: Government papers tendered as Security will be taken at 5% (five percent) below its market prices or at its face value whichever is less. The market price of Government papers would be ascertained by the Secretary General, at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government papers will be withheld if necessary.

Note2: Government Securities will include all form of securities mentioned in Rule No.274 of the G.F.R's except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

Note 3: In case a fixed deposit receipt of any bank is furnished by the contractor to the Society as part of the security deposit and the Bank goes into liquidation or for any reason 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 Society to make good the deficit.

## **CLAUSE 2: Compensation for delay;**

The time allowed for carrying out the work as entered in the tender shall be strictly



observed by the contractor and shall be deemed to be of the essence of the contract on the part of the contractor and shall be reckoned from the fifteenth day after the date on which the order to commence the work is issued to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence to the satisfaction of the Society and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Supervisor Engineer (whose decision in writing shall be final), unless otherwise decided by the Society, may decide on the amount of the estimated cost of the whole work as shown in the tender, for every day that the work remains uncommenced, or unfinished after the proper dates. And further to ensure good progress during the execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds, one month (save for special jobs) to complete one eighth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed; three eighths of the work, before one-half of such time has elapsed and three fourths of the work before three fourth of such time has elapsed. However for special job if a time schedule has been submitted by the contractor and the same has been accepted by the Supervisor Engineer the contractor shall comply with the said time schedule. In the event of the contractor failing to comply with this condition, he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Supervisor Engineer (whose decision in writing shall be final) unless otherwise decided by the Society may decide on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete; provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent on the estimated cost of the work as shown in the tender.

**CLAUSE 3:** The Supervisor Engineer may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breaches of the contract and without prejudice to any rights, or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not lapsed by notice in writing absolutely determine the contract in any of the following.

i) If the contractor having been given by the Supervisor Engineer a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Supervisor Engineer (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.

ii) 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 manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

iii) If the Contractor commits breach of any of the terms and conditions of this contract.

iv) If the contractor commits any acts mentioned in Clause 21 hereof;

When the contractor has made himself liable for action under any or the cases aforesaid, the Supervisor Engineer on behalf of the Indian Red Cross Society shall have powers:

a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Supervisor Engineer shall be conclusive evidence). Upon such determination or rescission the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the Society.

b) To employ labour paid by the Indian Red Cross Society and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Supervisor Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Supervisor Engineer as to the value of the work done shall be final and conclusive against the contractor, provided always that action under the sub clauses shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Society are less than the amount payable to the contractor at his agreement rates, the difference should not be paid to the contractor.

c) After giving notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Supervisor Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Society under this contract or on any other account whatsoever or from his security deposit or the proceeds of Sales thereof or a sufficient part thereof as the case may be.

d) In the event of any one or more of the above courses being adopted by the Supervisor Engineer 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 engagement or made any advances on account or with a view to the execution of the work or the performance of contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under this contract unless and until the Supervisor Engineer 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 4:** Contractors to remain liable to pay compensation if action not taken under clause 3. Powers to take possession of or require removal of or sell contractor's plant.

In any case in which any of the powers conferred upon the Supervisor Engineer by clause 3 hereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waive of any of the conditions hereof and such powers shall not withstanding the 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 Supervisor Engineer putting in force all or any of the powers vested in him under the preceding clauses 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 Supervisor Engineer which shall be final) use as on hire (the amount of the hire money being also in the final determination of the Supervisor Engineer) 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 Supervisor Engineer whose certificate thereof shall be final.

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

**CLAUSE 5: Extension of time;**

If the contractor shall desire an extension of time for completion of the work on the grounds of his having been un- avoidably hindered in its execution or on any other ground, he shall apply in writing to the Supervisor Engineer within 30 days of the date of hindrance on account of which he desires such extension as aforesaid and the Supervisor Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time if any in his opinion be necessary or proper

**CLAUSE 6: Completion certificate;**

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Supervisor Engineer and within ten days of the receipt of such notice the Supervisor Engineer shall inspect the work, and if there is no defect in the work shall furnish the Contractor with a certificate of completion otherwise a provisional certificate of 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 certificate of completion, provisional or otherwise 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 and cleaned off the dirt from all wood work, doors, window, walls, floors or other parts of any building, in, upon, or about which the work is to be executed or of which he may have possession for the purpose of the execution thereof, and not until the work shall have been measured by the Supervisor Engineer. 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 the work, the Supervisor Engineer may at the expense of the contractor remove such scaffolding, surplus material 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 any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

**CLAUSE 7: Payment on intermediate certificate to be regarded as advance.**

No payment shall be made for a work estimated to cost rupees five thousand or less till after the whole of the work shall have been completed and certificate of completion given. But in the case of work estimated to cost more than rupees five thousand the contractor shall on submitting the bill therefore be entitled to receive a monthly payment proportionate to the part thereof then executed to the satisfaction of the Supervisor Engineer whose certificate of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or reelected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine, or affect in any way the powers of the Supervisor Engineer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or effect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of certificate of completion furnished by the Supervisor Engineer and payment shall be made within three months or if the amount of the contract plus that of the additional items is upto Rs.2 Lacs and in 6 months if the same exceeds Rs.2 lacs of the submission of such bill. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months or six months as the case may be. The contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do this, his claim shall be deemed to have been fully waived and absolutely extinguished. Whenever there is likely to be delay in recording detailed measurements for making a running payments in the case of residential buildings, advance payments without detailed measurements for works done (other than foundations and finishing items) up to (a) lintel level (including sunshades etc.) and (b) slab level, for each floor, worked out at 75% of the tendered rates may be made in running accounts bills by the Society in his discretion on the basis of a certificate from the Supervisor Engineer to the effect that the work has been completed upto the level in question.

The advance payments so allowed shall be adjusted in the subsequent running bill

by taking detailed measurements thereof. Final payment shall be made only on the basis of detailed measurements.

**CLAUSE 8: Bills to be submitted monthly.**

A bill shall be submitted by the contractor monthly on or before the date fixed by the Supervisor Engineer for all works executed in the previous month, and the Supervisor Engineer shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted as far as possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid the Supervisor Engineer may depute within seven days of the date fixed as aforesaid, a subordinate to measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant; and the Supervisor Engineer may prepare a bill from such list.

**CLAUSE 8 A:** Contractor to be given a week to file objections to the measurements recorded by Supervisor Engineer.

Before taking any measurements of any work as has been referred to in clause 6, 7 and 8 thereof, the Supervisor Engineer or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Supervisor Engineer then in any such event the measurement taken by the Supervisor Engineer or by the subordinate deputed by him as the case may be shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

**CLAUSE 9: Bill to be on prescribed forms.**

The contractor shall submit all bills on the forms to be approved by the Supervisor Engineer and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

**CLAUSE 9 A: Payment of contractor's bills to banks.**

Payment due to contractor may, if so desired by him, be made to his bank instead of direct to him, provided that the contractor furnishes to the Supervisor Engineer an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payments and his own acceptance of the correctness of the account made out as being due to him by Society or his signature on the bill or other claim preferred against Society before settlement by the Supervisor Engineer of the account or claim by payment to the bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment the contractor should, wherever possible present his bills duly receipted and discharged through his bankers.

Nothing herein contained shall operate to create in favour of the bank any rights or equalities vis-a-vis the Society.

#### **CLAUSE 10: Stores supplied by Society**

If the specification or schedule of items provides for the use of any special description of materials to be supplied by the Society or if it is required that the contractor shall use certain stores to be provided by the Society as shown in the schedule of materials here to annexed, the contractor shall be bound to procure and shall be supplied such materials and stores as from time to time required to be used by him for the purposes of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule of materials may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, or against or from the security deposit, or the proceeds of sale thereof if the same is held in Govt. Securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials so supplied to the contractor shall remain the absolute property of Society, and shall not be removed on any account from the site of the work, and shall be at all times open to inspection by the Supervisor Engineer. Any such materials remaining unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Society at a place directed by Secretary General, if by a notice in writing under his hand he shall so require; but the contractor shall not be entitled to return any such materials unless with such consent and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid not being used by him or for any wastage in or damage to any such materials. Provided that the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non-supply thereof of all or any such materials and stores. Provided further that the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non-supply thereof of all or any such materials and stores. Provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the Society within the scheduled time and completion of the work plus 50% thereof (Scheduled time plus 6 months if the time of completion of the work exceeds 12 months) but if a part only of the materials has been supplied within the aforesaid period, then the contractor shall be bound to do so much of the work as may be possible with the materials and stores supplied in the aforesaid period. For the completion of rest of the work the contractor shall be entitled to such extension of time as may be determined by the Supervisor Engineer whose decision in this regard shall be final.

#### **CLAUSE 10 A:**

The Supervisor Engineer 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 the case of default the Supervisor Engineer shall be at liberty to employ 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 Supervisor Engineer shall also have full powers to require other proper materials to be substituted thereof and in case of default the Supervisor Engineer may cause the same to be supplied and all costs which may attend such removal and substitution

are to be borne by the contractor.

**CLAUSE-10 B:**

The contractor on signing an indenture in the form to be specified by the Supervisor Engineer shall be entitled to be paid during the progress of the execution of the work upto 75% of the estimated value of any materials which are in the opinion of the Supervisor Engineer non-perishable and are in the 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 the sub-clause are incorporated in the work the amount of such advance shall be deducted from the next payment made under any of the clause or clauses of this contract.

**CLAUSE 10 C:**

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

**CLAUSE 10 D:**

The recovery rate of cement is inclusive of cost of jute or paper bags. The contractor shall have to return at least 90% of the cement jute bags in serviceable conditions to the bag collecting agents. The payments for the cost of the empty bags will be made to the contractor by the bag collecting agents at the prevailing rate fixed by the DGS & D. The contractor shall get the name of the bag collecting agents from the Supervisor Engineer in writing. The contractor must produce the certificate on the printed letter head from the authorized bag collecting agents as proof for the number of bags returned by him. This certificate must be produced by him while claiming payments against each running bill. In case, the number of serviceable bags returned is less than 90% of the bags issued, compensation to the rate of Rs. One per bag returned short of the minimum number shall be recovered from the contractor.

In case empty cement jute bags are required by the Society for bonafide use in works, the Supervisor Engineer shall have powers to collect the bags and the contractor shall have to return the desired number of empty jute bags in serviceable conditions to them on the same condition as for bag collecting agents.

NOTE: The Contractor should send registered intimation to the bag collecting agents of the cement factories for collecting bags, within a period of 20 days. If the bag collecting agents fail to turn up within the stipulated period, the contractor shall be at liberty to dispose of the bags.

**CLAUSE 11: Work to be executed in accordance with specifications, drawing orders, etc.**

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications "Specifications of work at Delhi 2009 - with upto date specifications". The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing in respect of the work signed by the Supervisor Engineer and the contractor shall be furnished free of charge one copy of the specifications, and of all such designs, drawings and instructions as are not included in the Central Public Works Department at compilation entitled "Specifications for works at Delhi" 2009 with upto date corrections slips or any other printed publication on General specifications referred to elsewhere in the contract.

**CLAUSE 12: Alterations in specifications and designs.**

The Supervisor Engineer shall have power to make any alterations in, omissions from, additions to or substitutions for, the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work, and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Supervisor Engineer, and such alterations, omissions, additions, or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Supervisor Engineer shall be conclusive as to such proportion. Over and above this, a further period to the extent of 25% of such extension shall be allowed to the contractor. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order:

- i) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- ii) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- iii) If the altered, additional or substituted work includes any work for which no rate is specified in the contract for the work nor it can be derived from the similar class of work in the contract, then such work shall be carried out at the rates entered in CPWD Delhi schedule of rates 2014 minus/plus percentage which the total tendered amount bears to the estimated cost of the entire work put to tender.
- vi) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in clauses (i) to (iii) above, then the rates for such work shall be carried out on the basis of the Schedule of Rates of the District specified above minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender. Provided always that if the rate for a particular



part or parts of the item is not in the schedule of rates, the rates for such part or parts will be determined by the Supervisor Engineer on the basis of the prevailing market rates when the work was done.

v) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clauses (i) to (iv) above, then the contractor shall within 7 days of the date of receipt of order to carry out the work, inform the Supervisor Engineer of the rate which it is his intention to charge for such class of work, supported by analysis of the rate or rates claimed, and the Supervisor Engineer shall determine the rate or rates on the basis of prevailing market rates, and pay the contractor accordingly. However, the Supervisor Engineer, by notice in writing, will be at liberty to cancel his order to carry out, such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates of items falling under the clause.

vi) Except in case of items relating to foundations, provisions contained in sub - clauses (i) to (v) above shall not apply to contract or substituted items as individually exceed the percentage set out in the tender documents (referred to herein below as 'deviation limit'), subject to the following restrictions:

a) The deviation limit referred to above is not effect (algebraical sum) of all additions and deductions ordered.

b) In no case shall the additions/deductions (arithmetical sum) exceed twice the deviation limit.

c) The deviations ordered on items of any individual trade included in the contract shall not exceed plus/minus 50% of the value of that trade in the contract as a whole or half the deviation limit, whichever is less.

d) The value of additions of items of any individual trade not already included in the contract shall not exceed 10% of the deviation limit.

NOTE: Individual trade means the trade sections into which a schedule of quantities annexed to the agreement has been divided or, in the absence of any such division the individual sections of CPWD Schedule of rates, specified above, such as excavation and earthwork, concrete, wood work and joinery etc.

The rates of any such work except the items relating to foundations which is in excess of the deviations limit shall be determined in accordance with the provisions contained in Clause 12A.

#### **CLAUSE 12 A:**

In the case of contract or substituted items, which individually exceed the quantity stipulated in the contract by more than the deviation limit, except the items relating to foundation work, which the contractors required to do under clause 12 above, the contractor shall within 7 days from the receipt of order, claim revision of the rates

supported by proper analysis in respect of such items for quantities in excess of the deviation limit, notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provisions of sub-clause (ii) of clause 12, and the Supervisor Engineer may revise their rates, having regard to the prevailing market rates and the contractor shall be paid in accordance with the rates so fixed. The Supervisor Engineer shall, however, be at liberty to cancel his order to carry out such increased quantities of work by giving notice in writing to the contractor and arrange to carry it out in such manner as he may consider advisable. But, under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates of items falling under this clause.

All the provisions of the preceding paragraph shall equally apply to the decrease in the rates of items for quantities in excess of the deviation limit, notwithstanding the fact that the rates for such items exist in the tender for the main work or can be derived in accordance with the provisions of sub-clause (ii) of the preceding Clause 12, and the Supervisor Engineer may revise such rates having regard to the prevailing market rates.

**CLAUSE 13:** No compensation for alteration in or restriction of work to be carried out.

If at any time after the commencement of the work the Society shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out the Supervisor Engineer shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bona-fide brought to the site of the work by contractor and rendered surplus as a result to the abandonment or curtailment of the work or any portion thereof and then taken back by the contractor, provided however, that the Supervisor Engineer shall have in all such cases the option of taking over all or any such materials at their purchase.

Price or at local current rates whichever may be less. In the case of such stores having been issued from Society's stores, supervision charges and storage charges shall be refunded in addition to the issued rate of materials.

**CLAUSE 14:** Action and compensation payable in case of bad work.

If it shall appear to the Supervisor Engineer or his authorized subordinate in-charge of the work that has been executed with unsound, imperfect, or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing which shall be made within six months of the

completion of the work from the Supervisor Engineer specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified forthwith rectify, or in 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 proper charge and cost, and in the event of his failing to do so within a period to be specified by the Supervisor Engineer in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the estimated amount put to tender for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Supervisor Engineer may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expenses in all respects of the contractor.

**CLAUSE 15: Works to be open to inspection.**

All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Supervisor Engineer or his authorized subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Supervisor Engineer or his authorized subordinate to visit the works shall have been given to the contractors, either himself be present to receive order 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.

**CLAUSE 16: Notice to be given before work is covered up.**

The contractor shall give not less than seven days notice in writing to the Supervisor Engineer or his subordinate in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement of any work without the consent in writing of the Supervisor Engineer or his subordinate in-charge of the work 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 measurement without such notice having been given or Supervisor Engineer's consent being obtained 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.

**CLAUSE 17:** If the contractor or his working people or servants break, deface, injure or destroy any part of building in which they may be working, or any building road, road curb fence enclosure into pipes, cables, drains, electric or telephone post or wires, trees, or grassland, or cultivated ground contiguous to the premises on which the work or any part of it 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 six months (3 months in the case of any work other than road work costing Rs.40,000 and below) after a certificate final or otherwise of its completion shall have been given by the Supervisor Engineer as aforesaid arising

out of defective or improper materials or workmanship the contractors shall upon a receipt of a notice in writing in that behalf make the same good at his own expense or in default the Supervisor Engineer may cause the same to be made good by other workman and deduct the expense from any sums that may be then or at any time thereafter may become due the contractor, or from security deposit except for the portion pertaining to asphaltic work which is governed by sub-para III of Clause 35 or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor except the portion pertaining to asphalted work which is governed by sub-para III of Clause 35 shall not be refunded before the expiry of six months (three months in the case of any work other than road work costing Rs.40,000 and below) 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 Supervisor Engineer, half of the security deposit is sufficient to meet all the liabilities of the contractor under this contract, half of the security deposit will be refundable after three months and the remaining half after six months of the issue of the said certificate of completion or after the final bill has been prepared and passed whichever is later.

**CLAUSE 18:** The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance, with the contract be supplied from the Society's stores) plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original altered or substituted and whether included in the specification or other documents forming part of the contract or referred to the these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirement of the Supervisor Engineer 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 work, and counting, weighing and assisting in the measurement or 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 Supervisor Engineer at the expense of the contractor, and the expenses may be deducted, from any money due to the contractor, under the contract and or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

**CLAUSE 18 A:** In every case in which by virtue of the provisions of Section 12, sub-section (1) of the workmen's compensation Act, 1983, Society is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Society will recover from the contractor the amount of the compensation so paid, and, without prejudice to the rights of the Society under Section 12, sub-section (2) of the said Act, Society 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 the Society to the contractor whether under this contract or otherwise. The Society shall not be bound to contest any claim made against it under section 12—23— sub-section (1) of the said Act except on the written request of the contractor and upon his giving to Society full security for all costs for which Society might become liable in consequence of contesting such claim.

**CLAUSE-19 A: No labourer below the Age of fourteen years shall be employed on the work.**

**CLAUSE 19B: Payment of wages to labourers**

- (a) The contractor shall pay not less than fair wage to labourers engaged by him on the work as per fair wage schedule enforced at the time of tendering.
- (b) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to laborers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labourers had been immediately employed by him.
- (c) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this Agreement, the contractor shall comply with or cause to be complied with the 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 unauthorisedly made, maintenance of wage books, wage slips, publication of scale of wages and other terms of employment inspection and submission of periodical returns and all other matters of the like nature.

Every worker shall be given a paid weekly holiday normally on Sunday in accordance with the provisions of the minimum wages (central) rules 1950 as amended from time to time irrespective of whether such worker is governed by a minimum wage act 1948 or not and Ministry of Labour and Employment notification dated 25.4.73.

- (d) The Supervisor Engineer concerned shall have the right to deduct from the money due to the contractor any sum required or estimated; to be required for making good the loss suffered by a worker or workers by 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.
- (e) Under the provision of the Minimum Wages Act, 1948 and the Minimum wages (Central) Rules, 1950, the contractor is bound to allow or cause to be allowed to the labourers directly or indirectly employed in the works one day's rest for six days continuous work and pay wages at the same rate as for duty. In the event of default, the Supervisor Engineer shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labourer and pay the same to the persons entitled thereto from any money due to the contractor.
- (f) Vis-à-vis the society the contractor shall be primarily liable to all payments to be made under, and for the observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

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

**Clause 19 C:** In respect of labour directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractor shall at his own expenses arrange for the safety provisions as per CPWD Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be liable to pay penalty of Rs.50 for each default and in addition the Supervisor Engineers shall be at liberty to make arrangements and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

**Clause 19 D: Health and Sanitary arrangements for workers.**

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

**Clause 19E:** The Supervisor Engineer may require the contractor to dismiss or remove from the site of the work any person or persons in the contractor's employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

**Clause 20:** The contractor shall comply with all the provision of Minimum Wages Act, 1948 and rules framed there-under and other labour laws.

**Clause 21:** Work not to be sublet. Contract may be rescinded and security deposit forfeited for subletting, bribing or if contractor become insolvent.

The contract shall not be assigned to sublet without the written approval of the Supervisor Engineer. And if the contractor shall assign or subject his contract, or attempt so to do, 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 and of his servants or agent to any public officer or person in the employ of the Society 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 Supervisor Engineer on behalf of the Society shall have power to adopt any of the courses specified in Clause 3 as he may deem best suited in the interest of the Society and in the event of any of these courses being adopted the consequence specified in the said clause 3 shall ensure.

**CLAUSE 22:** Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

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 Society without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

**CLAUSE 23: Changes in Constitution.**

Where the contractor is a partnership firm, the previous approval in writing of the Supervisor Engineer 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 work 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: Works to be under direction of the Supervisor Engineer.**

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

**CLAUSE 25: Settlement of disputes by Arbitration.**

Except where otherwise provided in the contract all question and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before 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 of these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Chairman, Indian Red Cross Society, New Delhi, or if there be no Chairman, the administrative head of the said Indian Red Cross Society, at the time of such appointment. It will be no objection to any such appointment that the arbitrator so appointed is a Society's Servant even if he had expressed views on all or any of them matters in dispute or difference. The Arbitration proceedings shall be governed under the Arbitration and Conciliation Act 1996. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason such Chairman or administrative head as aforesaid at the time of deduction as well as justification thereof in respect of rates for sub standard work which may be decided to be accepted will be final and would not be open to arbitration such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the Stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Chairman

or administrative head of the Indian Red Cross Society, as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. In all cases where the amount of the claim in dispute is Rs.50,000 (Rupees fifty thousand only) and above, the arbitrator shall give reasons for the award.

Subject as aforesaid the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there-under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

It is also a term of the contract that if the contractor(s) do/does not make any demand for arbitration in respect of any claim in writing within 90 days of receiving the intimation from the Supervisor Engineer that the bill is ready for payment, the claim of the contractor will be deemed to have been waved and absolutely barred and the Society shall be discharged and released of all liabilities under contract in respect of these claims.

The Arbitrator(s) may from time to time with consent of the parties enlarge the time, for making and publishing the award. The decision of the Supervisor Engineer regarding the quantum of such time will be final.

#### **CLAUSE 26: Patent Rights:**

The contractor shall fully indemnify the Society 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 articles or part thereof included in the contract. In the event of any claims made under or action brought against the Society in respect of any such matters as aforesaid and the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses, 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 Society 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 Supervisor Engineer in this behalf.

#### **CLAUSE 27: Lump sum in estimates;**

When the estimate on which a tender is made includes lump sums 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 Supervisor Engineer capable of measurement, the Supervisor Engineer may at their discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Supervisor Engineer 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;**

In the case of any class of work for which there is no specification as is mentioned in Rule 1, such work shall be carried out in accordance with the district specification and in the event of there being no district specification, then in such case the work shall be carried out in all respect in accordance with the instructions and requirement of the Supervisor Engineer.

**CLAUSE 29:**

(i) Whenever any claim, against the contractor for the payment of a sum of money arises out of or under the contract the Society shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the contractor, and to sell any Government promissory notes etc. forming the whole or part of such security. In the event of security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with the Society. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to the Society on demand the balance remaining due.

**CLAUSE 29; (ii)** Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Society and set off against any claim of the Society for the payment of a sum of money arising out or under any other contract made by the contractor with the Society.

**CLAUSE 30:** Conditions relating to the supply of water

The contractor shall make his own arrangements for water and electricity required the work and nothing will be paid for the same.

**CLAUSE 31: Return of surplus material**

Notwithstanding anything contrary in any or all of the clauses of this contract where any materials for the execution of the contract are procured with the assistance of Society either by issue from Society stocks or purchase made under orders of permits or licenses issued by Society the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the permission of the Society and return, if required by the Supervisor Engineer all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid for credited such price as the Supervisor Engineer shall determine having due regard to the conditions of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the storage charges if any. The decision of the Supervisor Engineer shall be final and conclusive. In the event of breach of the aforesaid condition the contractor shall in addition to throwing himself open to action for contravention of the terms of the licenses or permits and or/for criminal breach of trust, be liable to Society for all money, advantages or profits

resulting or which in the usual course would have resulted to him by reason of such breach.

**CLAUSE 32:** The contractor shall employ a graduate Engineer with minimum five years experience for the execution of this work.

The technical staff should be available at site whenever required by Supervisor Engineer to take instructions.

**CLAUSE 33:** The contractor shall comply with the provision 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 Supervisor 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 provision of the said Act.

**CLAUSE 34:** (i) Sales Tax / VAT or any other tax on materials in respect of this contract shall be payable by the contractor and Society will not entertain any claim whatsoever in this respect.

(ii) If the pursuant to or under any law such notification or order any loyalty, cess, fee or the like become payable by the Society and does not at any time become payable by the contractor to the States/Govts/Local authorities in respect of any materials used by the contractor on the works, there in such a case, it shall be lawful to the Society and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from the dues of the contractor.

**CLAUSE 35:** Conditions relating to use of asphaltic materials

(i) The contractor undertakes to make arrangements for the supervision of the work by the firm supplying the tar or bitumen used.

(ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to the Society. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specification and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Supervisor Engineer shall be made and the materials returned to the contractor. Although, the materials are hypothecated to Society the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Supervisor Engineer in writing.

(iii) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of security deposit relating to asphaltic work shall be refunded after the expiry of this period.

**CLAUSE 36:** Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Secretary General on behalf of the Society shall have the

option of terminating the contract without compensation to the contractor.

**CLAUSE 37:** (i) The contractor shall see that only the required quantities of materials are got issued. Any such material remaining unused and in perfectly good condition at the time of completion of the contract shall be returned to the Society at a place where directed by Supervisor Engineer, if by a notice in writing under his hand, he shall so require. Credit for such material will be given at the prevailing market rate not exceeding the amount charged from him, exceeding the storage charges levied at the time of issue of materials to him. The contractor shall also not be entitled to cartage and incidental charges for returning the surplus materials from and to the stores where from they were issued.

(ii) After the completion of the work, the theoretical quantity of cement to be issued on works shall be calculated on the basis of CPWD statement showing quantities of cement to be used in different items of work provided in the Delhi Schedule of Rate, 2014. It shall be calculated on the basis of standard formula as laid down by the Supervisor Engineer. Over this theoretical quantity of cement shall be allowed a variation up to 5% plus/minus for works the estimated cost of which as put to tender is not more than Rs.21 lakhs; up to 4% plus/minus for works the estimated cost of which put to tender is more than Rs.2 lacs but up to Rs.5 lakhs and up to 3% plus/minus for works the estimated cost of which put to tender is above Rs.5 lakhs. The difference in the quantity of cement actually issued to the contractor and the theoretical quantity including authorized variations, if not returned by the contractor shall be recovered at twice the issue rate including storage charges, without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. In the event of it being discovered that the quantity of cement used is less than the quantity ascertained as hereinbefore provided (allowing variations on the minus side as stipulated above), the cost of the quantity of cement not so used shall be recovered from the contractor on the basis of stipulated issued rate including store charges and cartage to site.

(iii) The provision of the foregoing sub-clause shall apply in the case of steel reinforcement or structural steel sections, except that the theoretical quantity of steel shall be taken as the quantity required as per design or as authorized by the Supervisor Engineer, including authorized Lappages, plus 5% wastage due to cutting into pieces. Over this theoretical quantity, plus 5% and minus 4% shall be allowed as variations due to wastage being more or less.

(iv) The provisions made above are without prejudice to the right of the Society to take action against the contractor under the conditions of the contract for not doing the work according to the prescribed specification.

Schedule showing approximate quantity of materials to be supplied by the Society under clause 10 of the Conditions of Contract for work contracted to be executed and the rates at which they are to be charged for:-

Particulars	Qty(approx)	Rates at which the materials will be charged to the contractor			Place of delivery
		Unit	Rs.	P.	

.....	.....	Nil.....	.....	.....	.....
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Note: The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Supervisor Engineer Engineer-incharge on the issue of firm prior to the submission of the tender.

Signature of the Contractor

Signature of Supervisor Engineer/Engineer-in Charge