



NATIONAL INSTITUTE OF TECHNOLOGY
ROURKELA-769008
SPECIAL TERMS & CONDITIONS FOR
RATE CONTRACT FOR CIVIL ENGINEERING WORKS

- 1.0 The work will be executed as per “ Specification for Civil Engineering Works” and as per the direction of Engineer-in -charge
- 2.0 The Terms and Conditions as laid down in the Notice Inviting Tender “ General Terms and Conditions of Contract”, “Special Terms and Conditions of Contracts for Civil Engineering Works”, are binding to the Tenderers. All the above shall form a part of the Agreement including the “ Schedule of Rate”, Letter of Intent and /or Work Order.
- 3.0 The Tenderer (s) should be fully acquainted with all those documents of the tender schedule to deliver a bonafide tender.
- 4.0 The rates quoted should be inclusive of all the required materials, Royalty, all Labour Statutory Payments as applicable on work contract, Safety, Tools & Tackles, all overhead etc. unless otherwise specified. The rates quoted shall remain fixed during the contract period.

5.0 WATER & ELECTRICITY

- 5.1 Water for the Execution of work shall be available free of charges to the contractor. The contractor will arrange, at his own cost, storage of water for its continuous use and for the period when water is not supplied. Distribution from the supply point to the work site shall be the responsibility of the contractor.
- 5.2 Electricity for the execution of work shall be available free of charges to the contractor.

6.0 PROCEDURE FOR EXECUTION OF WORK

- 6.1 The contractor may be asked to carry out the repair & Maintenance work in any area of the NIT Campus.
- 6.2 All the items of schedule or part thereof may be operated as per the Departmental requirement during execution of the contract.
- 6.3 The contractor is to execute the work irrespective of the quantity as per departmental requirement and as directed by the Engineer-in-charge.
- 6.4 Any extra item(s) to come during execution of contract shall be taken up on mutual agreement subject to prior approval of Competent Authority for execution.
- 6.5 The contractor or his authorized representative will report to the Engineer-in-charge on all working days for day-to-day execution of the works. It is the contractor’s responsibility to appraise Engineer- in-charge about the day-to-day progress of work, complaints if any, the amount of work executed etc.

- 6.6 The work will be executed on item rates basis. The contractor will be issued with Sub-Orders indicating the time of completions of each sub-order and items of work to be executed with respective quantities and amount. The work shall have to be completed within specified time period.
- 6.7 Sub-Orders will be drawn by Junior Engineer/Concerned Engineer I/c in triplicate. The copies of these Sub-Orders shall be forwarded to the contractor, concerned Engineer-in-charge for execution.
- 6.8 No Sub-Order will be issued for the works under guarantee period.
- 6.8.1 If any work as per sub-order is left unattended due to any of the concerned contractor, it is at the discretion of the Engineer-in-charge to get the left out jobs executed by another Contractor through fresh Sub-Order by giving 3 days notice. In such cases (s), the performance of the defaulting contractor(s) shall be taken as a poor performance.
- 6.8.2 The completion certificate should be submitted by the agency in prescribed proforma available in the department within 7 days of completion of Sub-Order. It is to be duly certified by junior Engineer, Executive I/C.
- 6.9 Any defect found within the guarantee period shall have to be attended by the same agency that had executed the job at their own cost and risk within a specified time period.
- 6.10 If the agency fails to rectify the damage/problem within specified time period then the work shall be rectified by other agency at the cost and risk of the agency that initially executed the job.
- 6.11 Any delay in submission of bill and if housekeeping of the work site is not maintained properly else the institute shall deduct 10% of the billed amount or as deemed fit by the competent authority The contractor will dispose of all construction debris properly at designated place.

7.0 **SAFETY AND PRECAUTIONS**

- 7.1 The safety regulations have to be strictly followed by the Contractors.
- 7.2 The Contractors should at all times provide sufficient fencing, night watchman etc. to protect the work. All the workers must have working experience and must be aware of the Safety hazards in connection with various types of work. All safety precautions and other applicable safety rules are to be followed.
- 7.3 Where the depth of excavation is beyond 2.00 mtrs, necessary precautions should be taken against side collapse.
- 7.4 Safety belt with a sufficient long lifeline should be worn before going down any manhole or work at night.
- 7.5 In case of violation of safety provisions/requirements by the contractors, besides stoppage of work, the contractors shall be liable for actions as deemed fit depending upon the nature of violations.
- The decision of the authority as to nature of violation shall be final.

8.0 **SATISFACTORY PERFORMANCE OF CONTRACTORS**

- 8.1 The performance of the contractor will be considered satisfactory if:

- 8.1.1 The contractor, his authorized representative reports to the maintenance office regularly in connection with the work.
- 8.1.2 The work is executed as per specification and completed within the period as stipulated in the Sub Order.
- 8.1.3 The contractor has to carry out work during any emergency as per the direction of the engineer-in-charge.
- 8.1.4 The contractor fulfills all the statutory requirements as per rule and follows other rules and regulations as stipulated in the contract.
- 8.1.5 The contractor rectifies its defective works under guarantee period on intimation within a specified period.
- 8.1.6 All safety precautions are ensured by the contractor and adequate supervision by Competent persons provided in order to do the job safely and without damage to any person.

9.0 **DEFAULT**

- 9.1 The performance of contractor will be considered unauthorized if;
 - 9.1.1 The contractor does not attend the work as per contract and/or Sub-Order in full or part in time without any valid reason.
 - 9.1.2 The contractor does not carry out the instruction of the Engineer-in-charge.
 - 9.1.3 The contractor has executed excess work beyond allotted amount without any written clearance from the Engineer-in-charge.
 - 9.1.4 The contractor is found consistently irregular in reporting to the maintenance office for carrying out the day-to-day business.
 - 9.1.5 The contractor incurs loss to the organizations in any of the activities.
 - 9.1.6 The contractor does not follow the terms and conditions as per agreement.
 - 9.1.7 The contractor executes any defective /poor quality work.
 - 9.1.8 The contractor does not supply the materials / equipment as per specifications and does not respond to the instruction in time.
 - 9.1.9 The contractor does not maintain discipline in work place.

10 **TERMS OF PAYMENTS**

- 10.1 The payments will be made on the basis of the quantity and quality of job executed on item rate basis. The contractor shall submit the Running Account bills/ Final bill, prepared neatly or typed, relevant documents. The work order no is to be mentioned on each page of bill. Each page is to be numbered (indicating total no. of pages) and signed by the contractor with date. The bill must contain Sub Order wise detail measurements and abstracts of measurement etc.
- 10.2 The following documents will be required for releasing the running Bill (s).
 - i) Statement of salvaged materials, if any

- ii) Sub Order wise job completion report.
- iii) The cash memo/Bills on procurement of wood from approved dealers of Govt/approved timber merchants. Agencies to submit certificate to this effect.
- iv) Abstract of the amount payable/ deduction as per the terms and conditions of contract or as per any other recommendations of the competent authority.

10.3 The following additional documents will be required for releasing the final bill.

- i) The documents as mentioned in clause no 10.2 for the remaining part of the work for which payment is due in favour of contractor.
- ii) No Demand Certificate from the contractor as per terms of the contract.

11 RELEASE OF SECURITY DEPOSIT

11.1 The Security Deposit shall be returned / released to the contractor, after expire of guarantee period.

11.2 No claim of the Contractor for interest / depreciation of the Security Deposit shall be admissible.

12 ESCALATION/DE –ESCALATION OF THE CONTRACT VALUE

12.1 During the operation of the contract, no escalation in the contract value shall be admitted.

12.2 The contract value as quoted and accepted by the contractor shall be inclusive of payment of wage to this worker and all statutory obligations/dues payable by the contractor to his workers.

12.3 No material escalation will be admissible during execution period and the rate mentioned in the schedule shall remain firm.

12.4 Subject to satisfactory performance of the contractor, original time period may be extended by a maximum of six months at the discretion of NIT and with approval of competent authority with the same rate, terms & conditions of contract.

13.0 MATERIALS TO BE SUPPLIED BY CONTRACTORS AND INSPECTION

All the materials supplied by the Contractors for the work will be as per ISI/BIS specifications / code and / or “Specifications of Civil Engineering Works” as laid down in the contract.

13.1 All the items of work shall be executed as per provisions of various relevant ISI/BIS code and/or “Specifications of Civil Engineering Works” as laid down in the contract.

13.2 Cement to be used in the maintenance & repair works shall be OCL brand.

13.3 All materials supplied by the Contractor shall be the absolute property of the employer which shall not be on any account be removed from the site of work and shall be liable any time to be opened for inspection by the Engineer-in-charge.

13.4 All salvaged/dismantled materials received from the work shall be assessed by the Engineer I/C during execution of the work and may be reused in the work then and there or returned to any of the store by the contractor at their own cost as per the direction of the Engineer-in-charge.

13.6 The quantity of wood materials salvaged from the works done in different quarters and public buildings has to be assessed by the Engineer-in-charge and the salvaged quantity returned by the contractor to Estate store

14.0 **DAMAGES**

14.1 The contractor has to execute all the works as per the Specifications laid down in the contract.

14.2 All the works are required to be completed in time allotted in the Sub Order.

14.3 If the conditions laid down in Clause 14.1 & 14.2 are violated by the contractor without any reason acceptable by Estate Maintenance (Civil), NIT, RKL, then damages @ 5% of the Sub Order value of the balance work/ job executed beyond schedule date of completion of the sub order value of the balance work / job executed beyond scheduled date of completion of the sub order shall be imposed with the approval of competent authority.

15 **COMPENSATION FOR DELAY**

The time allowed for carrying out the work as entered in the tender / sub order shall be strictly observed by the Contractor and shall be reckoned from the scheduled date of start given in the Work Order / sub order given to the contractor. Time is deemed to be the essence of the contract, on the part of the contractor and the contractor shall pay as compensation for the work that remains un-commenced or unfinished.

16 For any contradiction between Special Terms & Conditions and General Terms & conditions of Contract. The Special Terms & Conditions shall supersede the General Terms & Conditions of contract.
