

**SPECIAL CONDITIONS OF CONTRACT
FOR CIVIL ENGINEERING WORKS**

**NATIONAL INSTITUTE OF TECHNOLOGY
ROURKELA**

SPECIAL CONDITIONS OF CONTRACT FOR CIVIL ENGINEERING WORKS

1. The scope of contract generally covers complete civil engineering works required in connection with (i) including all ancillary works such as drains, diversions, alterations and additions to existing Civil Engineering Works and cleaning the site etc. complete as per the approved working drawings and instructions used to contractor from time to time. The contractor shall have to take the necessary precaution to safeguard against any damage to the neighboring existing structure and underground services etc.
2. The tenderer shall visit and is deemed to have visited the site and make himself thoroughly acquainted with the nature and requirement of the job, facilities of access for materials and removal of rubbish cost, of carriage, freights and other charges and shall allow in his tender for special difficulties if any in carrying out the work. He shall also include in his tender, charges for doing final surfacing to all repairs required to be done for any type of fixture, installation, etc. and for the removal of spoil arising of his contract.
3. The contract for the work is a complete one for labour, materials and workmanship including the use of construction equipments, tools and tackles. The contractor shall have to make his own arrangement for all materials required for the due performance of the contract.

All lap lengths in reinforcement rods have to be approved by the Engineer. Measurements of reinforcement will be inclusive of approved chairs, spacers, stays and overlaps.

4. The specifications and drawings given for execution, acceptance of construction and erection works are obligatory on the contractor for the construction works of NIT, Rourkela. If in the course of construction work, some additional problems arise, which are not covered by the given specifications, the contractor will be given proper instruction by the Engineer. Such instructions shall be observed in full by the contractor regarding specifications, drawings, method of conducting work, any other measures necessary for the fulfillment of construction. Verbal instructions be always got confirmed from the Engineers concerned, before execution by the contractor.
5. Specifications for the quality of building materials as also for the quality of construction work are given in corresponding sections of these specifications and / or the working drawings. Unless otherwise specified all materials and workmanship shall conform to the specifications attached and drawings supplied. Any item not covered by these, shall conform of the latest Indian Standard specifications.
6. Work shall be carried out in such a manner as not to interfere with or affect, retard or disturb the progress of other works being executed by other agencies. The contractor's rate shall include for any losses due to likely delay in coordinating with other works and

interruption on account of inherent nature of the job, and as such, no extra claim will be admissible on such account.

7. If due to the design and other stipulations in the tender, or requirements at site, a particular sequence of overall constructional operations has to be followed due to which certain interruptions to any one or more types of work or items of execution are inherent, no claims for such interruption are admissible.
8. For carrying out the work, the contractor will be provided with two sets of working drawings.
9. All technical documents regarding the construction of works are generally given in the metric system and all works should be carried out according to the metric system. All documents concerning the work shall also be carried out in the metric system.
10. While carrying out the works the contractors should be provided for:-
 - a) Safety of personnel engaged on the construction.
 - b) Protection and safety of works during their progress.
 - c) Sanitary and hygienic condition of working and living for his workers, as per labour regulations.
11. In respect of portions of works which are likely to be embedded or covered up by the other works, the contractors shall submit them for technical inspection and have the necessary measurement and completion certificates duly signed by the engineer and contractor before letting such portions to be embedded or covered.
12. On completion of work, the contractor must submit to the engineer the following documents for the passing of the works:-
 - i) The technical documents according to which the work was carried out.
 - ii) A copy of the working drawing showing thereon all additions and alterations in the process of execution.
 - iii) Completion certificates for 'embedded' and 'covered up' works.
 - iv) Manufacture's certificates, guarantees and test certificates.
 - v) Certificates or control checking and test of materials.
13. The contractor shall submit to the engineer, in the form required by him and in the appointed time, the information regarding the progress of the work being carried out by them.
14. The power given to the representative of the contractor for signing technical certificates shall be indicated in a special letter addressed to the engineer.
15. The technical commission for the acceptance of covered work and unfinished work should consist of a representative each of :
 - (1) Employer

- (2) Consultants.
 - (3) Contractor who has done the work, and
 - (4) Agency who accepts the work for continuation of the construction of the building or/ erection of equipment.
16. Contractor shall properly store all materials brought by him to the work site to prevent damage due to rain, wind direct exposure to sun etc. and also from theft, pilferage etc. The contractor shall maintain stocks of all materials required by him for the proper and speedy execution of his work.
17. The contractor shall make his own arrangement to procure all construction plant and equipment, tool and tackles etc. for his works.
18. All materials, construction plants and equipments etc. once brought by the contractor within the NIT area are not to be moved from there without the written authority form the engineer. Similarly, all enabling works built by the contractor for the main construction undertaken by him, are not to be dismantled and removed without authority from the Engineer.
19. The contractor shall at all times provide sufficient fencing, notice boards, lights, watchmen to protect and guard the works and provide all facilities and observe all the rules mentioned in the General Conditions of the Contract enclosed with the tender.
- 20.(a) Concrete and mortars are generally specified by the strength or the approximate proportions by volume respectively. The contractor may quote on the basis of their proportions. The concrete that will be used in the work shall be proved to be of requisite standard as laid down in the Indian standard specification and also by other intermediate test that may be prescribed for important construction. Batching by volume may be permitted at the discretion of the Engineer.
- (b) The quantities of all excavation, concrete, reinforcement steel work and shuttering as shown in the tender schedule are approximate. The rate quoted shall fully apply for any variations in the scope of work and the resulting quantities. The payment shall be made on actual quantities constructed and measured at site as per standard practice in conformity with I.S 1200.
21. The aggregate to be used in the work shall be hard, strong and durable and shall be clean and free from clay films and other adherent coating. These must be machine crushed, screened before mixing. Sand must be coarse and thoroughly screened before mixing. Mixing shall be done by an approved mechanical batch mixer or by portable concrete mixers.
22. In the areas of fill, filling shall not be done until foundations and underground work e.g. pipes cables, etc. are completed. Should the fill be done prior to such completion, the

contractor shall do all excavation and protection work for doing the foundations, underground works etc. at his own cost.

- 23.(a) The specifications prescribe various tests at specified intervals for ascertaining the quality of his work done. If the tests prove unsatisfactory, the Engineer shall have liberty to order the contractor to redo the work done, in that period, and do order such alterations and strengthening that may be necessary at the cost of the contractor. The contractor shall be bound to carry out such orders failing which the rectification, will be done by the Engineer through other agencies and cost recovered from the contractor.
- (b) Structure test :- The engineer shall instruct the contractor to make a loading test on the work or any part thereof at the contractors cost, if in his opinion such a test is necessary.
- (c) Charges for all tests shall be borne by the contractor.
24. The contractor shall not allow any visitors on the works except with the approval of the Engineer.
25. The tenderers are required to quote rates against all the items of the attached Tender schedule, failing which their tender may not be considered.
26. All guarantees such as for waterproofing materials for the entire work as obtained from the manufacture shall be transferred to the employer by the contractor after completion of the work.
27. The contractor shall keep a competent and qualified engineer constantly, assisted by others, who will be responsible for carrying out of the work to the satisfaction of the engineer-in –charge. Any direction or instructions given to him in writing shall be held to have been given to the contractor.
28. The following guidelines should be followed in respect of calculation of theoretical consumption of cement for civil engineering works:-
- i) Theoretical consumption will be calculated on the basis of design-mix.
 - ii) In case of concretes and mortar specified in the contract on volumetric proportion basis, the calculation of theoretical consumption will be governed by analysis.
 - iii) The permissible wastage of cement over the theoretical consumption as indicated above will be upto 5%.
- 29.(a) Item of work not covered by the specification attached shall confirm of the latest version of Indian standard Specification.

- (b) The contractor shall employ such workers who possess good antecedent reports. The contractor shall be fully responsible for the conduct of his workman and shall ensure that his workers do not indulge in any criminal activities. In case of any loss suffered by the NIT due to theft, damage etc. caused by the contractor's workmen, the same will be made good by suitable recovery from the contractor's running bills without prejudice to other rights of the company under the contract and under the law.
- 30.a) The contractor should be conversant about the location & the condition of the surroundings before quoting the rates.
- b) The provision for approach road for bringing the building materials at the works site will be the responsibilities of the contractor at his cost.
- 31. The date of taking over of the building by the representative of NIT shall be taken as the date of completion of the building. The defects of construction which are within the scope of the contract shall be recovered and signed jointly by the contractor's representative. The recorded defects will have to be attended by the contractor and it shall be the sole responsibility of the contractor. Only after completion, finalization of accounts in respect of final bill will be taken up by the department. If the recorded defects are not attended to by the contractor within 15 days, the department will at its own discretion employ another agency at the risk and cost of the contractor to get those recorded defects attended without any further reference to the contractor.
- 32. The contractor shall deal with all aspect of their as well as their sub- contractors labour including industrial relations.
- 33. The contractor should ensure payment of all dues including retrenchment compensation, even if the labour is engaged by his sub-contractor.



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.
