

SPECIAL CONDITION OF CONTRACTS

- i) The contractors should quote the rate in figures as well as in words, and amount tendered by them. The amount for each item should be worked out and the requisite totals given.
- ii) All corrections shall be attested by the initials of the bidders with the seal of the firm. In case any discrepancy/difference is found on checking between rates quoted by the contractor in words and figures or in the amount worked out by him, the following procedure shall be followed :
 - a) When there is a difference between the rates in figures and in words, the rate which corresponds to the amounts worked out by the contractor, shall be taken as correct.
 - b) When the amount of any item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractors in words shall be taken as correct.
 - c) When the rate quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, rate quoted by the contractor shall be taken as correct and not the amount.
 - d) Amendments as mentioned above shall be based on the tender marked "Original" only.
- iii) When a contractor signs a tender in an Indian language the tendered amount and the total amount tendered should also be written in the same language. In the case of illiterate contractors the rates or the amounts tendered should be attested by a witness.
- iv) The acceptance of a tender will rest with the IACS, Kolkata which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders received and to place order on one or more firms 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.
- v) The IACS reserves the right to accept the tender in full or in part and the bidder shall have no claim for revision of rates or other conditions if his tender is accepted in parts.
- vi) Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- vii) All rates shall be quoted on the proper form of the tender alone
- viii) An unconditional rebate which may be offered during submission of tender will be accepted and shall be considered during evaluation of the tender bid. However, after opening of tender, rebate may be considered only from the lowest bidder.
- ix) Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the words 'Rs.' should be written before the figure of rupees and words 'P' after the decimal figures, e.g. Rs. 2.15 P. and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end, unless the rate is in whole rupees and followed by the words 'only' it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
- x) The contractor shall give a list of his relatives working with the IACS (if any) along with their designations and addresses.

- x i) No employee of the IACS is allowed to work as a contractor for a period of two years of his retirement from IACS service, without the previous permission of the IACS. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the IACS as aforesaid before submission of the tender or engagement in the contractor's service
- x ii) The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and had/have tendered for the same work. Failure to observe this condition would render tenders of the contractors tendering as well as witnessing the tender liable to summarily rejection.
- x iii) It will be obligatory on the part of the bidder to tender and sign the tender documents for all the component parts and that, after the work is awarded, he will have to enter into an agreement for each component with the competent authority in the IACS.
- x iv) The notification of award of contract will be made in writing to the successful bidder by Indian Association for the Cultivation of Science
- x v) The Employer concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason non-fulfilment of the conditions of the contract for the benefit of the workers non-payment of wages or of deductions made from his or their wages which are not justified by their terms of contract or non-observance of the Regulations as mentioned above.
- x vi) The contractor shall comply with the provisions of Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947., Workmen's compensation Act, 1923 and the Contract Labour (Regulations and Abolition) Act, 1970 or the modification thereof or any other Laws relating has been immediately employed by him.
- x vii) The Regulation aforesaid shall be deemed to be a part of his contract and any breach thereof shall be deemed to be breach of this contract.
- x viii) The contractor shall keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.
- x ix) The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who may in the opinion of the Employer be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee.
- x x) The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Employer and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.
- x xi) The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include interalia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the Employer and hold harmless in respect of all and

any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damages consequent upon such claim.

- xxii) The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.
- xxiii) The contractor shall effect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Employer and must be effected jointly in the name of the contractor and the Employer (the name of the latter being placed first in the policy i.e IACS A/C _____ (Contractor's Name) and the policy lodged with the latter. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be effected from the very initial stage. The contractor shall also be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract i.e. the Contractors' All Risk Insurance shall have extension for covering cross liability arising, if any, during execution of work
- xxiv) The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the contractor.
- xxv) Statutory deduction of Income Tax/works contract tax shall be made from all interim and final payments as per extend statute.
- xxvi) The successful contractor will be required to enter into an agreement in accordance with the Draft Agreement form enclosed & the schedule of conditions within 15 days from the date of the contractor is advised by the Employer/Architect that his tender has been accepted and he shall pay for all stamps & legal expenses incidental thereto. However, the written acceptance by the Employer of a tender will constitute a binding contract between the Employer and the person so tendering whether such formal agreement is or is not subsequently executed.
- xxvii) All disputes or differences of any kind whatsoever (except for excepted matters vide clause no. 18) which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance thereof of this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or branch of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.
- xxviii) For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty days of receipt of the notice to the contractor a panel of three names of persons who shall be presently unconnected with the organisation for which the work is executed.
- xxix) The contractor shall on receipt of the names as aforesaid, select any one of the persons name to be appointed as a sole Arbitrator and communicate his name to the Employer within thirty days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the Employer shall make the selection and appoint the selected person as the Sole Arbitrator.

- xxx) If the Employer fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt of the named as aforesaid select any one of the persons names and appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and communicate his name to the Employer
- xxxii) If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.
- xxxiii) The work under the Contract shall, however, continue during the arbitration proceedings and no payment due to be payable to the contractor shall be withheld on account of such proceedings.
- xxxiiii) The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing.
- xxxv) The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.
- xxxvi) The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- xxxvii) The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award including the fees, if any, of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle and amount of costs to be so paid.
- xxxviii) The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award including the fees, if any, of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle and amount of costs to be so paid.
- xxxix) The award of the Arbitrator shall be final and binding on both the parties.
- xl) Subject to aforesaid the provisions of the Arbitration & Conciliation Act, 1996 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.
- xli) The Employer and the contractor hereby also agree that arbitration under clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.
- xlii) The intended bidders may inspect the site of works.
- xliii) All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the person employed on the site and maintain in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.
- xliiii) IACS Canteen facility may not be available for the contractor's employees.