

CONSTRUCTION OF SPILLWAY STRUCTURE, EXTRACTION WELL AND SITE DEVELOPMENT WORKS AT IISER CAMPUS, VITHURA-BALANCE WORKS

NOTICE INVITING TENDER

NIT NO. IISER-(T)/1047/45/14-15 dated: 01/08/2014

1. Item rate tenders are invited on behalf of the Director, IISER TVM and will be received in the Office of the Registrar, IISER TVM in separate sealed cover from Contractors on the approved lists of DOS, Central PWD or MES or Railways or State PWDs and/or from Contractors experienced in work of similar kind and magnitude for the following work at IISER TVM Campus, Vithura, Nedumangad, Thiruvananthapuram District, Kerala.

Name of Work	PAC	Period of Completion	EMD	Cost of tender document
Construction of Spillway Structure, Extraction well and Site development works at IISER Campus, Vithura-Balance works	₹.418.00 Lakh	08 Months	₹.8,36,000/-	₹.2,500/- (including VAT)

2. The entire works are to be completed within **08 Months** in accordance with the time schedule indicated in the tender from the **15th** day after the date of issue of work order. The period includes monsoon periods also.
3. Tender documents consisting of drawings, complete specifications, schedule of quantities for various items of work to be done and the set of conditions of contract to be complied with by the tenderer whose tender may be accepted can be obtained from the office of the Registrar, IISER TVM, Computer Science Building, CET Campus, Engineering College P.O, Thiruvananthapuram-695016 on any working day between **10.00** Hours and **16.00** Hours on payment of amount mentioned in para 1 (non-refundable) in the form of demand draft drawn in favour of IISER TVM payable at Thiruvananthapuram from **07/08/2014** to **18/08/2014**. Tenders can be obtained via post by submitting the request letter along with a demand draft for the cost of tender document plus **₹.250/-** drawn in favour of IISER TVM payable at Thiruvananthapuram. IISER TVM will not be responsible for any delay during postal transit. Tender documents can also be downloaded from our website www.iisertvm.ac.in. An intimation to this effect to be sent to IISER TVM by such tenderers through e-mail to registrar@iisertvm.ac.in on the date of downloading itself and an amount of **₹.2,500/-** towards the cost of tender document in the form of Demand Draft in favour of IISER TVM payable at Thiruvananthapuram to be enclosed along with Volume I of the tender document failing which the tender is liable to be rejected.

Tenders should be submitted in a sealed cloth lined cover superscribing the name of work, NIT number and name of Tenderer. The earnest money deposit indicated above shall be enclosed in the cover.

If any tenderer withdraws his tender after the price bid is opened within the validity period or makes any modifications in the terms and conditions of the tender which are not acceptable to IISER TVM, then IISER TVM shall without prejudice to any/or other right or remedy be at liberty to forfeit 50% (Fifty Percent) of the earnest money absolutely.

Application for tender document not accompanied by (i) currently valid registration certificate in appropriate class (ii) latest certificate with respect to work experience (iii) latest income tax clearance certificate (iv) letter of authority in case the application is through authorized person are liable for rejection.

The IISER TVM reserves the right to reject any application for issue of tender papers without assigning any reason.

4. As said above tender which should always be placed in sealed covers superscribed with the name of work (as given in para 1) will be received in the Office of the Registrar upto **14.30** Hours on **22/08/2014** and will be opened by him or by authorized officer of IISER TVM on the notified date **22/08/2014** at **15.00** Hours in the presence of the tenderers or their representatives who would like to be present. In case of representatives, the authorization letter from the Authorised Official of the Contractor should be produced to participate in the tender opening.
5. Tenders are to be on the printed form of the IISER TVM which can be obtained on payment of the cost of documents mentioned above in the form of demand draft drawn in favour of IISER TVM payable at Thiruvananthapuram. The drawings issued with the tender documents should be returned along with the tender. The Contractors shall quote rates in figure as well as in words and/or amounts tendered by them. The amount for each item shall be worked out and requisite total given. All corrections shall be attested by the dated initials of the tenderer. The Contractors not tendering for this work after the purchase of the tender documents must return the tender documents and drawings within 15 days of the due date of receipt of the tender. However, the cost the tender documents will not be refunded.
6. Tenders not accompanied by the following are liable to be summarily rejected.
 - (i) Earnest Money Deposit in the form of a Crossed Demand Draft on State Bank of India or Bank Guarantee by approved Nationalized Bank in prescribed form in favour of Registrar, IISER, Thiruvananthapuram.

Earnest Money Deposits may also be furnished in the form of Fixed Deposit Receipts issued by any Nationalized Bank and endorsed by the Bank concerned at the disposal of the Registrar, IISER, Thiruvananthapuram for the work as per item 1 on page 01.

- (ii) In case of Contractors in the approved list of PWD, CPWD or MES, etc evidence showing the appropriate and eligible class of registration to which they belong.

- (iii) Latest valid income tax clearance certificate (s).
 - (iv) Proof of technical and organizational competence to execute the work of above nature and magnitude.
 - (v) Latest work experience certificate from authorities for whom the works were executed by the tenderer.
 - (vi) List of works in hand as per the format under Para 19 of General Rules and Directions.
7. The Contractors whose tender/s/is/are accepted will be required to furnish Performance Guarantee and Security Deposit/s (including the Earnest Money Deposits/s) for the due fulfillment of the contract/s at the following rates.
- (i) A sum of 5% of the tendered and accepted value of the work as performance guarantee, with in 10/15 days of issue of the letter of acceptance in the form of Deposit at Bankers Cheque / Demand Draft / Pay order of a Nationalized Bank, Government securities, fixed Deposits receipt of a Nationalized Bank, an irrevocable bank guarantee of any nationalized bank in the prescribed form as per annexure.
 - (ii) A sum of 5% of the gross amount of the bill to be deducted from each running account bill towards Security deposit, till the sum along with the sum already deposited as Earnest money, amount to 5% of the tendered amount of work. Such deductions shall be made unless the contractor has deposited the amount of Security Deposit in cash, Govt. securities or Fixed Deposit Receipt. This is in addition to 5% performance guarantee stated as above.
8. The acceptance of the tender will rest with the Director, IISER TVM /Registrar, IISER TVM who does not bind himself to accept the lowest or any other tender. No reasons will be furnished for the acceptance or rejection of any tender.
- 8A. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

9. Canvassing in connection with tender is strictly prohibited.
10. Any tender which does not fulfill any of the prescribed conditions is liable to be rejected.
11. IISERTVM also reserves the right to alter the scope /or reduce quantum of work before issue of work order and the Tenderer shall not have any claim whatsoever on this account.
12. Rates quoted by the Contractor in figures and words shall be accurately filled in, so that there is no discrepancy between the rates written in figures and words. However, if a discrepancy is found, it will be dealt as follows:-
 - i. The rate which corresponds with the amount worked out by the Contractor shall be taken as correct.
 - ii. If the amount of an item is not worked out by the Contractor or if it does not correspond with the rate written either in figures or words, then the rate quoted by the Contractor in words shall be taken as correct.
 - iii. Where the rates quoted by the Contractor in figures and in words tally but the amount is not worked out correctly the rate quoted by the Contractor will be taken as correct and not the amount.
 - iv. In the case of any tender where unit rate of any item/items appears unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
 - v. All documents of the tender are to be read in conjunction with each other and rates quoted accordingly by the tenderer.
13. If the entries in the tender submitted are found indelible, they are liable for rejection.
14. The tender shall be valid for a period of 90 days from the stipulated date of submission of tender.
15. The tender document will comprise of the following:
 - a) Conditions of Contract - VOLUME- I
 - b) Technical Specifications - VOLUME- II
 - c) Bill of Quantities - VOLUME- III
 - d) Tender Drawings - VOLUME- IV

16. Eligibility Criteria

The tenderer should have executed:-

Three similar works each of value not less than 40% of estimated cost or two similar work each of value not less than 60% of estimated cost or one similar work of value not less than 80% of estimated cost (rounded to nearest Rs. 10 lac) in last 7 years ending last day of the month previous to the one in which the tenders are invited.

17. The details/documents furnished by the tender in support of their eligibility is liable for verification and if it is found that they do not meet the Eligibility Criteria, the tenders are liable to be rejected.

18. To become eligible for issue of tender/acceptance of tender, the tenderer shall have to furnish an affidavit as under :-

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of IISER TVM, then I/we shall be debarred for tendering in IISER TVM in future forever. Also, if such a violation comes to the notice of IISER TVM before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee and take such action as deemed necessary.

Registrar

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH, THIRUVANANTHAPURAM (IISER TVM)
(An autonomous Institute under Ministry of Human Resource Development, Government of India)

Item Rate Tender for Works

I/We hereby tender for the execution of the the work for IISER TVM specified in the under Written Memorandum within the time/s specified in such Memorandum at the rates specified in the attached schedule of quantities and in all respects with these specifications, design, drawings and instructions in writing referred to in Rules here of and in clause 11 of the Conditions of Contract and with such materials as provided for by and all other respects in accordance with, such conditions so far as applicable.

Memorandum (To be filled in by the Tenderer)

- a) General description (if several sub-work are included they should be detailed in a separate list)

- b) Estimated cost : Rs.....

- c) Earnest Money : Rs.....

- d) Security Deposit (Including Earnest Money) : Rs.....

- e) Time allowed for the work from the 15th day after

the issue of work order to commence the work :Months

Should this tender be accepted in whole or in part I/We hereby agree to abide by and fulfill all the terms and provision of the said conditions annexed here to and all the terms and provisions contained in NIT. In the pamphlets name "General rules and directions", "conditions of contract", "Special conditions" which has been read by me/us and explained to me/us so far as applicable or in default thereof to forfeit and pay to the Director, IISER TVM or the successors in Office the sums of money mentioned in the said conditions.

A sum of Rs..... Is hereby forwarded by crossed D.D / Fixed deposit / Bank Guarantee by approved Nationalized Bank / Call Receipt of a Nationalized Bank guaranteed by the Reserve Bank of India as earnest Money, if I/We fail to commence the work specified in the above Memorandum.

- f) I/We agree that the said Director, IISER TVM in office shall, without prejudice to any other right or remedy be at liberty to forfeit the said EMD absolutely otherwise the said EMD shall be retained by him towards Security Deposit mentioned in the above Memorandum.

- g) I/We agree to execute all the works referred to in the tender documents upon the terms and conditions contained or referred therein and to carry out such deviation as may be ordered subject to the condition of clause 12 herein after referred to as the deviation limit at the rates quoted in the tendered documents and those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12 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 amount of the Earnest Money mentioned in the form invitation of tender shall be absolutely forfeited to the Director, IISER TVM and same may

at the option of Director, IISERTVM 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 the deficiency out of any other money due to me/us or otherwise.

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of IISER TVM, then I/we shall be debarred for tendering in IISER TVM in future forever. Also, if such a violation comes to the notice of IISER TVM before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee and take such action as deemed necessary.

Dated theday of201....

Witness

Address

Signature of the Contractor

Occupation

Item Rate Tender & Contract for Works

Name of the Work :- Construction of Spillway Structure, Extraction well and Site development works at IISER Campus, Vithura- Balance works

- (1) To be submitted before **14.30 hours** on **22.08.2014** to the office of the Registrar, IISER TVM, Computer Science Building, CET Campus, Engineering college P.O, Thiruvananthapuram-695016
- (2) To be opened at **15.00 hours** on **22.08.2014** in the office of the Registrar, IISER TVM, Computer Science Building, CET Campus, Engineering college P.O, Thiruvananthapuram-695016

Issued to.....

.....

(contractor)

Signature of officer issuing the documents

Date of Issue.....

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for a sum of Rs.....
(Rupees.....)
.....) on behalf of the Director, IISER TVM.

Dated theday of201...

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

- (a)
- (b)
- (c)

Signature of Contractor
before Submission of tender

Signature of the Officer by
whom accepted

To,

.....
.....
.....

Sub: NIT No : **IISER-(T)/1047/45/14-15** Dated: **01.08.2014** for the work **Construction of Spillway Structure, Extraction well and Site development works at IISER Campus, Vithura-Balance works**

Dear Sir,

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

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

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

Yours faithfully

Registrar

To,

The Registrar,
Indian Institute of Science Education and Research
Thiruvananthapuram.

Sub: Submission of Tender for the work of
.....

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and the signatory competent / authorized to sign the relevant contract on behalf of IISER

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this day of 20.....

BETWEEN

IISER TVM represented through its Registrar, (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

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

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

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

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. **IISER-(T)/1047/45/14-15** Dated: **01.08.2014**) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for **Construction of Spillway Structure, Extraction well and Site development works at IISER Campus, Vithura-Balance works** (Name of work) hereinafter referred to as the "**Contract**".

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

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

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

Article 1: Commitment of the Principal/Owner

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

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / IISER TVM all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

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

Article 3: Consequences of Breach

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

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**
- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or

terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

4) Article 4: Previous Transgression

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

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

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

Article 6- Duration of the Pact

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

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

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the** Principal/Owner, who has floated the Tender.

- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

Article 8- LEGAL AND PRIOR RIGHTS

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

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

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

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

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Dated:

GENERAL RULES AND DIRECTIONS

1. All works proposed for execution by contract will be notified in a form of invitation to tender signed by appropriate competent authority declared by the IISER TVM.

This form will state the work to be carried out as well as the date for submitting and opening of 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 Performance Guarantee and 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 work signed for the purpose of identification by Engineer-in-charge or appropriate competent authority declared by the IISER TVM shall also be open for inspection by the Contractor at the office of the officer inviting tender during office hours.

2. In the event 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 be produced that the firm is duly registered under the Indian Partnership Act.
3. Receipts for payments made on account of a work when executed by a firm must also be signed by the several partners, except where the Contractors are described in the tender as firm in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm. A copy of Partnership deed may also be submitted by the Tenderer.
4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders shall have the name and NIT number of the work to which they refer written outside the envelopes.
- 4A. The rate (s) and/or amount (s) must be quoted in decimal coinage.
5. The Registrar, IISER TVM or his duly authorized assistant will open the tender in the presence of intending tenderers who may be present at the time. In the event of a tender being accepted, a receipt for the Earnest Money forwarded therewith shall there upon be given to the Contractor who shall there upon by the purpose of identification, sign copies of the specifications and other document mentioned in Rule.1. In the event of the tender being rejected, the Earnest Money forwarded with such unaccepted tender shall thereupon be returned to the Contractor remitting the same, without any interest
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/clerk for any money paid by the Contractor will not be considered as an acknowledgment of payment to the Registrar, IISER TVM and the Contractor shall be responsible to ensure that he procures a receipt signed by the Registrar, IISER TVM or his duly authorized officials.
8. The Memorandum of work tendered for and the schedule of materials to be supplied by the IISER TVM and their issue rates, shall be filled in and completed in the Office of the

Registrar, IISER TVM before the tender is issued. If a form is issued to an intending tenderer without having been so filled in and completed he shall request the office to have the same done before he completes and delivers his tender.

9. The tenderers shall sign a declaration under the Official Secret Act for maintaining secrecy of the tender documents, drawings or any other records connected with the work given to them. The unsuccessful tenderers shall return all the tender documents, drawings etc., given to them.
- 9A. Use of corrective fluid, anywhere in tender document is not permitted. Such tenders are liable for rejection.
10. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
11. In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
12. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. 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 in words. In case of figures, the word 'Rs.' should be written before the figure 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 'Paise' 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 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.
13. (i) The Contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.

(ii) The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 5% of the tendered value of the work. The Security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money deposited

at the time of tenders, will be treated as a part of the Security Deposit. The Security amount will also be accepted in cash or in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.

14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
15. Sales-tax/VAT (except service tax), purchase tax, turnover tax or any other tax applicable in respect of this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, in respect of service tax, same shall be paid by the contractor to the concerned on demand and it will be reimbursed to him by IISER TVM after satisfying that it has been actually and genuinely paid by the contractor.
16. The contractor shall give a list of IISER TVM employees related to him.
17. The tender for the work shall not be witnessed by a contractor or contractors who himself/ themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
18. The tender for the work includes Storage reservoir works (Balance works), extraction well(Balance works), stepped spillway(Balance works), Site development works, all other works as specified in Bill of quantities and drawings, etc.
19. The contractor shall submit list of works which are in hand (progress) in the following form:-

Name of work	Name and particulars of divn. Where work is being executed	Value of work	Position of work in progress	Remarks

20. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Engineer-in-charge may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The

contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

DECLARATION

I/We hereby declare that I/We shall treat the tender documents, drawings and other records connected with as secret/confidential documents and shall not communicate the same or use the information in any matter prejudicial to the safety of the country.

Signature of Contractor

Section -1

CONDITIONS OF CONTRACT

Definitions

1. The **contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of Client and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge 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, thereby respectively assigned to them:-
 - i) 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 virtue of the contract to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - ii) The **site** shall mean the land/ or place on, into or through which work is to be executed under the contract or any adjacent land, path or street which may be located or used for the purpose of carrying out the contract.
 - iii) The **contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the personal representative of such individual or the persons composing such firm or company, or the successor of such firm or company and the permitted assignees of such individual, firm or company.
 - iv) **Accepting Authority** shall mean the authority mentioned in Schedule 'F'.
 - v) **IISER TVM** or **Client** or **Employer** means Indian Institute of Science Education & Research Thiruvananthapuram which invites tenders as specified in Schedule 'F' and shall include their legal representatives, employees and permitted agencies.
 - vi) The "**Engineer-in-charge**"/ "**Engineer, IISER TVM**" means the Engineering Officer authorized by the Client who shall be in charge of the work and who shall be so nominated by the client as mentioned in Schedule 'F' hereunder.
 - vii) The **Project Management Consultant (PMC)** means an agency appointed by the client and so notified, who will be responsible for Project Management on behalf of IISER TVM.
 - viii) **Expected risks are** risks due to riots (other than those on account of the contractor's employ), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any act of Government, damage from aircraft, act of God, such as earthquake, lightning and unprecedented floods, and other causes over which the contractor has no control and accepted as such by

the Accepting Authority or causes solely due to use or occupation by IISER TVM of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to faulty design of work.

- ix) **Market rate** shall be the rate as decided by Engineer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits.
- x) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers.
- xi) **Tendered Value** means the value of the entire work as stipulated in the letter of award.
- xii) **Date of commencement of work:** The date of commencement of work shall be the date of start as specified in schedule 'F', in accordance with the phasing if any, as indicated in the tender document.
- xiii) "IISER TVM" shall mean "Indian Institute of Science Education and Research Thiruvananthapuram".

Scope and performance

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

Works to be carried out

- 6. The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, material, tools, plants, equipments and transport which may be required in preparation of and for the full and entire execution and completion of the works. The description given in the schedule of quantities shall, unless otherwise stated be held to include wastage of materials, cartage and carriage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary for the execution and completion of the entire work as aforesaid in accordance with good practice and recognized principles.

Sufficiency of tender

- 7. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates quoted in the schedule of quantities, which rates shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and Adjustment of errors

8. The several documents forming the contract are to be taken as mutually explanatory to one another, detailed drawings being followed in preference to small scale drawings and figured dimensions in preference to scale and special conditions in preference to general conditions.
- 8.1 In the case of discrepancy between the schedules of Quantities/ Bill of Quantities (BOQ), the Specifications and /or the Drawings, the following order of preference shall be observed –
 - a) Item Description in Schedule of Quantities
 - b) Drawings
 - c) Technical Specifications.
 - d) CPWD Specifications
 - e) Indian Standard Specification of B.I.S.
- 8.2 If there are varying or conflicting provisions made in any one document forming Part of the contract, Accepting Authority shall be deciding authority with regard to the intention of the document and his decision shall be final and binding on the Contractor.
- 8.3 Any error in description, quantity or rate in schedule of quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligation under the contract.

Signing of Contract

9. The successful tenderer, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the issue of letter of acceptance, sign the contract consisting of the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

Section -2

CLAUSES OF CONTRACT

CLAUSE 1

Performance Guarantee

- i. The contractor shall submit an irrevocable Performance Guarantee of 5% (Five Percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreements, (not withstanding, and/or without prejudice to any other provision in the contract) within period specified in Schedule F from the date of issue of letter of acceptance. This period can be further extended by the Employer under unavoidable circumstances. This performance guarantee can be in the form of cash or deposit at Call receipt or Bank guarantee of any nationalized bank/Bankers' cheque of any nationalized bank/demand draft of any nationalized bank/pay order of any nationalized bank or Government securities or fixed deposit receipts or guarantee bonds of any nationalized bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any bank is furnished by the contractor to the IISER TVM as part of the Performance Guarantee and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the IISER TVM to make good the deficit.
- ii. The Performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the Performance Guarantee shall be returned to the contractor, without any interest.
- iii. The Employer shall not make a claim under the Performance Guarantee except for amounts to which the IISER TVM is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of.
 - a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Employer may claim the full amount of the Performance Guarantee.
 - b) Failure by the contractor to pay IISER TVM any amount due, either as agreed by the contractor or determined under any of the clauses/conditions of the agreement, within 30 days of the service of notice to this effect by Employer.
 - c) In the event of contract being determined or rescinded under provision of any of the clause/condition of the agreement, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the IISER.

CLAUSE 1A

Security Deposit

The person/persons whose tender (s) may be accepted (herein called the "Contractor") shall permit IISER TVM at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill, till the sum along with the sum already deposited as earnest money, will amount to Security Deposit of 5% of the tendered value of the work. Such deductions will be made and held by IISER TVM by way of security deposit unless he/they has/have deposited the amount of security deposit in cash or in the form of Government Securities or fixed deposit receipts. In case of fixed deposit receipt of any bank is furnished by the Contractor to the IISER TVM as part of the Security Deposit and the

bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the IISER TVM to make good the deficit.

All compensations or the other sum of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom. Or from any sums which may be due to or may become due to the contractor by IISER TVM on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days of notice make good in cash or fixed deposit receipt tendered by State Bank of India or by nationalized banks or government securities (if deposit for more than 12 months) endorsed in favour of the Director, IISER, 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 running bills of the contractor at the rate mentioned above and the earnest money if deposited in cash or fixed deposit receipt at the time of tenders will be treated a part of the security deposit.

Such deductions will be held by the IISER TVM by way Security Deposit provided always that the IISER TVM 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 realized. 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 a sufficient part of his Security Deposit or from the interest arising there from, or from any sums which may be due to or may become due to the Contractor by IISER TVM on any account whatsoever and in the event of the 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 Bonds executed in favour of IISER TVM or Fixed deposit Receipt issued by the State Bank of India or by the Nationalized banks the amount shall be within the financial limits prescribed by the Reserve Bank of India) or Government securities (if deposited for more than 12 months) endorsed in favour of the Director/Registrar, IISER TVM any sum or sums which may have been deducted from or raised by the 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 or Fixed deposit receipt at the time of tenders will be treated as part of the Security Deposit.

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

Note

1. Government papers tendered as security will be taken at 5% (five percent) below its market price or at its face value, whichever is less. The market price of Government papers would be ascertained by the Engineer, IISER TVM at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.
2. Governments securities will include all form of securities mentioned in Rule No. 274 of G.F.R except fidelity bond. This will be subject to the observance of the conditions mentioned under the rule against each form of security.
(Note 1 and Note 2 above shall be applicable for both clause 1 and 1A)

CLAUSE 2**Compensation for delay**

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified.

(i) Compensation @ 1.5 % per month of delay to be computed on per day basis

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

CLAUSE 2A**Incentive for early completion**

In case, the contractor completes the work ahead of scheduled completion time, a bonus @ 1% (one per cent) of the tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five per cent) of the tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the Clause 2A shall be applicable only when so provided in 'Schedule F'

CLAUSE 3**When Contract can be Determined**

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

- (i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify/reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the

work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.

- (iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- (iv) If the Contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person of the IISER TVM or the Project Management Consultant or the Architect or to any other person on their behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the IISER TVM.
- (vi) If the contractor shall enter into a contract with the IISER TVM in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- (vii) If the contractor shall obtain a contract with the IISER TVM as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of integrity Agreement.
- (viii) If the contractor being an individual, or & a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the Contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge.

(xii) If the work is not started by the contractor within 1/8th of the stipulated time.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the accepting authority shall have powers:

- (a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the IISER TVM.
- (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagement or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

CLAUSE 4 Contractor liable to pay Compensation even if action not taken under Clause 3

In any case in which any of the power conferred upon the Engineer, IISER TVM by clause-3 thereof shall have become exercisable and the same are not exercised, the non-exercise thereof shall not construe a waiver of any of the conditions hereof and such powers shall not be withstanding exercisable in the event of any future case of default by the contractor and the liability of the Contractor for compensation shall remain unaffected (for which by any clause or clause hereof, he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the Contractor for past and future compensations shall remain unaffected). In the event of the Engineer-in-charge putting in force all or any of the powers vested in him under the preceding 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 Engineer-in-charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-charge) all or any tools, plant, materials and stores in or upon the works or the site then of belongings 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 case of these not being applicable at current market rates to be certified by the Engineer-in-charge whose certificate thereof shall be final and binding on the

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

CLAUSE 5 **Time and Extension for Delay**

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in Schedule 'F'. If the Contractor commits default in commencing the execution of the work as aforesaid, IISER TVM shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

5.1 As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by IISER TVM. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of parts of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Schedule 'F'.

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

- (i) force majeure, or
- (ii) abnormally bad weather, or
- (iii) serious loss or damage by fire, or
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- (vi) non-availability of stores, which are the responsibility of IISER TVM to supply, or
- (vii) non-availability or break down of tools and Plant to be supplied or supplied by IISER TVM or
- (viii) any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.

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

5.3 Request for rescheduling of Milestones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay and its effect on the completion period. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.

- 5.4 In any such case the Engineer-in-Charge may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

CLAUSE 6 **Measurement of Work Done**

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done. All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the contract. All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties. If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the IISER TVM shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor. The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available, then a mutually agreed method shall be followed. The contractor shall give, not less than seven days' notice to the Engineer-in-Charge or his authorized representative 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 covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed. Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the IISER TVM to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels. It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

CLAUSE 6A:**Computerised measurement book**

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

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

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the IISER TVM a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the IISER TVM. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Division Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the IISER TVM.

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

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

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

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

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

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

CLAUSE 6B: Payment terms in respect of HVAC & Electrical works

6B.1 The following percentage of contract rates shall be payable against the stages of work shown herein wherever applicable.

	Stage of work	Machinery & Equipment	All other items	Remarks
I	After initial inspection (wherever specified) & delivery at site in good condition on pro-rata basis	80%	70%	
II	On completion of pro-rata installation	10%	20%	
III	On commissioning and completion of successful running period	(a) 10% -for electrical works (b) 5%-for HVAC works	(a) 10% -for electrical works (b) 5%-for HVAC works	
iv	On completion of major seasonal test (Only for HVAC Works)	5%	5%	

6B.2 When the major seasonal test cannot be carried out on commissioning of the installation due to any reason not attributable to the contractor, the installation will be handed over to the IISER TVM for beneficial use after completion of successful running in test of 7 days subject to a minimum aggregate of 120 hours. The balance payment shall be released to the contractor on his furnishing a bank guarantee in the specified format from a scheduled bank for an equivalent amount. The bank guarantee shall be valid for a period of 6 months. However it will be extended till the successful completion of the major seasonal test. This bank guarantee shall be independent of the one furnished for performance guarantee.

6B.3 The following shall be considered major seasonal test for the purpose of the above payment terms:-

- | | | | |
|-----|--------------------------|---|-------------------|
| (a) | Air-conditioning system | : | Summer or monsoon |
| (b) | Central heating system | : | Winter |
| (c) | ETAC | : | Summer |
| (d) | Cold room/Walk in cooler | : | Summer |

CLAUSE 7 Payment on Intermediate Certificate to be Regarded as Advances

No payment shall be made for work, estimated to cost Rs. Twenty thousand or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Twenty thousand, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the IISER TVM in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 15th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge together with the account of the material issued by the IISER TVM, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer-in-Charge, the period of ten working days will be extended to fifteen working days. All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract. Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the IISER TVM to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority. The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Assistant executive Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof..

Payment in composite contracts:

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

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

CLAUSE 8 Completion Certificate

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

CLAUSE 8A Contractor to keep Site Clean

When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either IISER TVM or through any other agency. Before taking such action the Engineer-in-Charge shall give ten days' notice in writing to the contractor.

CLAUSE 8B Completion plans to be submitted by the Contractor

The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I internal) 2005 and (Part-II External) 1994 as applicable within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs.15,000 (Rs. Fifteen thousand only) as may be fixed by the Director, IISER TVM concerned and in this respect the decision of the Director, IISER TVM shall be final and binding on the contractor.

CLAUSE 9: Payment of final bill

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized Assistant Executive Engineer, complete with account of materials issued by the IISER TVM and dismantled materials.

- (i) If the Tendered value of work is up to Rs. 15 lac : 3 months
- (ii) If the Tendered value of work exceeds Rs. 15 lac : 6 months

CLAUSE 9A: Payment of contractor's bill to banks

Payments due to the Contractor may, if so desired by him, be made to his bank instead of direct to him provided that Contractor furnished to the Engineer-in-charge;

- 1) an authorization in the form of legally valid documents such as a power of attorney conferring authority on the bank to receive payment
- 2) payment by RTGS / NEFT can also be arranged if the Account no., Name of Bank and Branch, IFSC Code, MICR Code and E-mail ID is furnished with authorization in the form of legally valid documents such as power of attorney to do so and
- 3) his own acceptance of the correctness of the account made out as being due to him by IISER TVM or his signature on the bill or other claims preferred against IISER TVM before settlement by the Engineer-in-charge of the account or claim by payment to the Bank. While the receipt given by such bank shall constitute a full and sufficient discharge for the payment, the Contractor should whenever possible present his bills duly receipted and discharged through his bankers.

The power of attorney duly notarized shall be routed through desired bank for arranging payment at (1) & (2) above. Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-à-vis IISER TVM.

CLAUSE 10 Materials Supplied by IISER TVM

Materials shown in Schedule 'B' will be supplied by IISER TVM as per the details shown thereof viz. quantum, place of issue and rate(s) to be charged in respect thereof. The contractor shall be bound to procure them from the Engineer-in-Charge.

As soon as the work is awarded, the contractor shall finalize the programme for the completion of work as per clause 5 of this contract and shall give his estimates of materials required on the basis of drawings/or schedule of quantities of the work. The Contractor shall give in writing his requirement to the Engineer-in-Charge which shall be issued to him keeping in view the progress of work as assessed by the Engineer-in-Charge, in accordance with the agreed phased programme of work indicating monthly requirements of various materials. The contractor shall place his indent in writing for issue of such materials at least 7 days in advance of his requirement.

Such materials shall be supplied for the purpose of the contract only and the value of the materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work (including normal wastage) for which payment is being made to the contractor, from any sum then due or which may therefore

become due to the contractor under the contract or otherwise or from the security deposit. At the time of submission of bills, the contractor shall certify that balance of materials supplied is available at site in original good condition.

The contractor shall submit along with every running bill (on account or interim bill) material wise reconciliation statements supported by complete calculations reconciling total issue, total consumption and certified balance (diameter/section-wise in the case of steel) and resulting variations and reasons therefore. Engineer-in-Charge shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in clause 42 at any stage of the work if reconciliation is not found to be satisfactory.

The contractor shall bear the cost of getting the material issued, loading, transporting to site, unloading, storing under cover as required, cutting assembling and joining the several parts together as necessary. Notwithstanding anything to the contrary contained in any other clause of the contract and all stores/materials so supplied to the contractor or procured with the assistance of the IISER TVM shall remain the absolute property of IISER TVM and the contractor shall be the trustee of the stores/materials, and the said stores/materials shall not be removed/disposed off from the site of the work on any account and shall be at all times open to inspection by the Engineer-in-Charge or his authorized agent. Any such stores/materials remaining unused shall be returned to the Engineer-in-Charge in as good a condition in which they were originally supplied at a place directed by him, at a place of issue or any other place specified by him as he shall require, but in case it is decided not to take back the stores/materials the contractor shall have no claim for compensation on any account of such stores/materials so supplied to him as aforesaid and not used by him or for any wastage in or damage to in such stores/materials.

On being required to return the stores/materials, the contractor shall hand over the stores/materials on being paid or credited such price as the Engineer-in-Charge shall determine, having due regard to the condition of the stores/materials. The price allowed for credit to the contractor, however, shall be at the prevailing market rate not exceeding the amount charged to him, excluding the storage charge, if any. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to account for contravention of the terms of the licenses or permit and/or for criminal breach of trust, be liable to IISER TVM for all advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach. 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 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 IISER TVM within the original scheduled time for completion of the work plus 50% thereof or schedule time plus 6 months whichever is more if the time of completion of work exceeds 12 months, but if a part of the materials only 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 the rest of the work, the contractor shall be entitled to such extension of time as may be determined by the Engineer-in-Charge whose decision in this regard shall be final and binding on the contractor.

The contractor shall see that only the required quantities of materials are got issued. Any such material remaining unused and in perfectly good/original condition at the time of completion or determination of the contract shall be returned to the Engineer-in-Charge at the stores from which it was issued or at a place directed by him by a notice in writing. The contractor shall not be entitled for loading, transporting, unloading and stacking of such unused material except for the extra lead, if any involved, beyond the original place of issue.

CLAUSE 10A Materials to be provided by the Contractor

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

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

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

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

Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in their opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default may cause the same to be supplied and all costs of such removal and substitution shall be borne by the Contractor.

Wherever different pattern/ design/ quality of materials with same specifications/ make as specified in the contract is available in the market, Engineer-in-Charge will be sole authority to decide pattern/ design/ quality of the material which shall be final and binding on the contractor.

The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F. In addition, equipments for carrying out various tests (except chemical analysis) on basic materials i.e. cement, fine aggregate, coarse aggregate & bricks shall be kept in the site lab. Contractor shall employ sufficient manpower to ensure that all tests are carried out in accordance with the periodicity specified in relevant IS.

CLAUSE 10B

(i) Secured Advance

The contractor, on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work upto 90% of the assessed value of any materials which are in the opinion of the Engineer-in-Charge non-perishable, non-fragile and non-combustible and are in accordance with

the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

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

(ii) Mobilization Advance

Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be in two equal installments. The first installment of such advance shall be payable on specific request after signing the agreement. The second installment shall be released by the Engineer-in-Charge only after the Contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge.

Before any installment of advance is released, the contractor shall execute a Bank Guarantee Bond from Nationalised Bank for the amount equivalent to 110% of the amount of advance and valid for the contract period. This (Bank Guarantee from Nationalised Bank for the amount equivalent to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery, together with interest.

Provided always that provision of clause 10 B (ii) shall be applicable only when so provided in 'Schedule F'

(iii) Interest & Recovery

The mobilization advance (ii) above bear simple interest at the rate of 10 per cent per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by way of deduction from the contractors bills commencing after first ten per cent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty per cent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount upto the date of recovery of the installment.

- (iv)** If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (iii) for request by the contractor in writing for grant of mobilization advance may be extended at the discretion of the Engineer-in-Charge.

CLAUSE 10C Payment on Account of Increase in Prices/Wages due to Statutory Order(s)

If after submission of the tender, the price of any material incorporated in the works (not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes in sales tax/VAT) and such increase in the

price and/or wages prevailing at the time of the last stipulated date for receipt of the tenders including extensions if any for the work, and the contractor thereupon necessarily and properly pays in respect of that material (incorporated in the works) such increased price and/or in respect of labour engaged on the execution of the work such increased wages, then the amount of contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of the work in question.

If after submission of the tender, the price of any material incorporated in the works and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty), Government shall in respect of materials incorporated in the works and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

Engineer-in-Charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages. The Contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/or wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

For this purpose, the labour component of the work executed during period under consideration shall be the percentage as specified in Schedule F, of the value of work done during that period and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled adult male mazdoor, fixed under any law, statutory rule or order.

CLAUSE 10 CC Payment due to Increase/Decrease in Prices/Wages after Receipt of Tender for Works

If the prices of materials (not being materials supplied or services rendered at fixed prices by the IISER TVM in accordance with clause 10 & 34 thereof) and/or wages of labour required for execution of the work increase the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. However, for the work done during the justified period extended as above, the compensation as detailed below will be limited to prices/wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less. No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in Schedule F. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-

- (i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.
- (ii) The cost of work on which escalation will be payable shall be reckoned as below :
 - (a) Gross value of work done upto this quarter: (A)
 - (b) Gross Value of work done upto the last quarter: (B)

- (c) Gross value of work done since previous quarter (A-B): (C)
 (d) Full assessed value of Secured Advance fresh paid in this quarter: (D)
 (e) Full assessed value of Secured Advance recovered in this quarter: (E)
 (f) Full assessed value of Secured Advance for which escalation is payable in this quarter (D-E): (F)
 (g) Advance payment made during this quarter: (G)
 (h) Advance payment recovered during this quarter : (H)
 (i) Advance payment for which escalation is payable in this quarter (G-H):(I)
 (j) Extra Items/deviated quantities of items paid as per Clause 12 based on prevailing market rates during this quarter: (J)

$$\text{Then, } M = C + F + I - J$$

$$N = 0.85 M$$

- (k) Less cost of material supplied by the IISER TVM as per Clause 10 and recovered during the quarter (K)
 (l) Less cost of services rendered at fixed charges as per Clause 34 and recovered during the quarter (L)

Cost of work for which escalation is applicable:

$$W = N - (K + L)$$

- (iii) Components of cement, steel, materials, labour, P.O.L., etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule 'F' which shall be binding on the contractors.
 (iv) The compensation for escalation for cement, steel, materials and P.O.L. shall be worked as per the formula given below:-

- (a) Adjustment for component of '**Cement**'

$$V_C = W \times \frac{X_C}{100} \times \frac{CI - CI_0}{CI_0}$$

V_C = Variation in cement cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W = Cost of work done worked out as indicated in sub-para (ii) of Clause 10CC.

X_C = Component of cement expressed as percent of total value or work.

CI = All India Wholesale Price Index for cement for the period under consideration as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce.

(In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.)

CI_0 = All India Wholesale Price Index for cement as published by the Economic Advisor to govt. of India, Ministry of Industry & Commerce as valid on the last stipulated date of receipt of tenders including extensions, if any.

(b) Adjustment for component of '**Steel**'

$$V_s = W \times \frac{X_s}{100} \times \frac{SI-SI_0}{SI_0}$$

V_s = Variation in steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W = Cost of work done working out as indicated in sub-para (ii) of Clause 10CC.

X_s = Component of steel expressed in percent to the total value of work.

SI = All India Wholesale Price Index for steel (bars & rods) for the period under consideration as published by Economic Advisor to the government of India, Ministry of Industry & Commerce. However, the Price Index shall be minimum of following:

(i) Index for the month when the last consignment of steel reinforcement for the work is procured or

(ii) Index for the month in which half of the stipulated contract period is over

(iii) Index for the period under consideration

For the justified period extended under the provisions of clause 5 of the contract, without any action under clause 2, the same principle as for the period within stipulated period of completion, will apply.

SI_0 = All India Wholesale Price Index for steel (bar & rods) published by the Economic Advisor to Govt. Of India, Ministry of Industry & commerce as valid on the last stipulated date of receipt of tender including extension, if any.

(c) Adjustment for civil component (except cement and steel) / electrical component of construction '**Materials**'

$$V_m = W \times \frac{X_m}{100} \times \frac{MI-MI_0}{MI_0}$$

V_M = Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

W = Cost of work done worked out as indicated in sub-para (ii) of Clause 10CC.

X_M = Component of 'materials' expressed as percent of the total value of work.

MI = All India Wholesale Price Index for civil component/electrical component* of construction material as worked out on the basis of All India Wholesale Price Index for Individual commodities/Group Items for the period under consideration as published by Economic Advisor to Govt. Of India, Ministry of Industry & Commerce and applying weight ages to the Individual Commodities/Group Items. (In respect of the justifies period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.)

MI_0 = All India Wholesale Price Index for civil component/electrical component* of construction material as worked out on the basis of all India Wholesale Price Index for Individual

Commodities/group Items valid on the last stipulated date of receipt of tender including extension, if any, as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weight ages to the Individual Commodities/Group Items.

*Note: relevant component only will be applicable.

(d) Adjustment for component of 'POL'

$$V_F = W \times \frac{z}{100} \times \frac{FI - F_{l0}}{F_{l0}}$$

- V_F = Variation in cost of Fuel, Oil & Lubricant i.e. increase or decrease in the amount in rupees to be paid or recovered.
- W = Cost of work done worked out as indicated in sub-para (ii) of Clause 10CC.
- Z = Component of Fuel, Oil & Lubricant expressed as percent of the total value of work.
- FI = All India Wholesale Price Index for Fuel, Oil & Lubricant for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & commerce, New Delhi. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.)
- F_{l0} = All India Wholesale Price Index for Fuel, Oil & Lubricant valid on the last stipulated date of receipt of tender including extension, if any.

(v) The following principles shall be followed while working out the indices mentioned in para (iv) above.

- (a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect the cost of work done as per bills paid during the three calendar months of the said quarter. The first such payment shall be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three months interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.
- (b) The index (MI/FI etc.) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such installment of payment, is less than three months, the index MI and FI shall be the average of the indices for the months falling within that period.

(vi) The compensation for escalation for **labour** shall be worked out as per the formula given below:-

$$V_L = W \times \frac{Y}{100} \times \frac{LI - L_{l0}}{L_{l0}}$$

- V_L = Variation in labour cost i.e. amount of increase or decrease in rupees to be paid or recovered.

- W = Value of work done, worked out as indicated in sub-para (ii) above.
- Y = Component of labour expressed as a percentage of the total value of the work.
- LI = Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to stipulated date of completion or the minimum wage prevailing on the last date of the quarter previous to the one under consideration, whichever is less, shall be considered.)
- Llo = Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.

- (vii) The following principles will be followed while working out the compensation as per sub-Para (vi) above.
- (a) The minimum wage of an unskilled male mazdoor mentioned in sub-para (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.
 - (b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials and/or P.O.L. is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters;
 - (c) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled adult male mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.
- (viii) In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this Clause 10CC shall mutatis mutandis apply, provided that:
- (a) No such adjustment for the decrease in the price of materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the work is equal to or less than the time as specified in Schedule 'F'.
 - (b) The Engineer-in-Charge shall otherwise be entitled to lay down the procedure by which the provision of this sub-clause shall be implemented from time to time and the decision of the Engineer-in-Charge in this behalf shall be final and binding on the contractor.
- (ix) Provided always that the provision of the preceding clause 10C shall not be applicable for contracts where provisions of this clause are applicable but in cases where provisions of this clause are not applicable, the provisions of Clause 10C will become applicable.

CLAUSE 10 D Dismantled Material ,IISER TVM Property

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

CLAUSE 11 Work to be Executed in Accordance with specifications, Drawings, Orders etc.

The Contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings, Technical Specifications and instructions in writing in respect of the work and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions or in the standard specifications of central Public works IISER TVM or in any bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

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

In case of any class of work for which there is no such specifications the contractor shall carry out the work in all respects in accordance with the instructions in writing of the engineer-in-charge.

CLAUSE 12 Deviations/Variations Extent and Pricing

The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

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

(i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus

(ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge..

12.2 Deviation, Extra Items/substituted Items and Pricing

12.2.1 Extra Items

In the case of extra item (s), (items that are completely new, and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Engineer-in-Charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

12.2.2 Substituted Items

In the case of substituted items, (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.

- (a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- (b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rate of substituted item and the agreement item (to be substituted)

But under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates of items failing under the above clauses.

12.2.3 Deviation, Deviated Quantities, Pricing

In the case of contract items, substituted items, contract- cum-substituted items, which exceed the limits laid down in schedule F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer –in –Charge shall within one month of receipt of the claim supported by the analysis, after giving consideration to the analysis of the rate submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

- 12.3** The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work excess of the limits laid down in schedule F, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates of the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

- 12.4** The contractor shall send to the Engineer – in – Charge once every three months, an up to date account giving complete details of all claims for additional payments to which

the contractor may consider himself entitled and of all additional work ordered which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right.

- 12.5** For the purpose of the operation of the above Clauses as indicated in schedule F, the following works shall be treated as works relating to foundation unless otherwise defined in the contract
- (i) For Buildings : All works up to 1.2 metres above finished ground level or up to floor 1 level (Lowest Floor) whichever is lower.
 - (ii) For abutments, piers and well steining: All works up to 1.2 m above the bed level.
 - (iii) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/tanks and other elevated structures: All works up to 1.2 metres above the finished ground level.
 - (iv) For reservoirs/tanks (other than overhead reservoirs/tanks): All works up to 1.2 metres above the finished ground level.
 - (v) For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower.
 - (vii) For Roads, all items of excavation and filling including the item of sub base.
- 12.6** Any operation incidental to or necessarily has to be in contemplation of bidder while filling tender, or necessary to proper execution of the item included in the schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the bidder or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

CLAUSE 13 Foreclosure of contract due to Abandonment or Reduction in scope of Work

If at any time after acceptance of the tender, IISER TVM shall decide to abandon or reduce the scope of works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer – in – Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

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

- (i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- (ii) IISER TVM shall have the option to take over contractor's materials or any part of thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however IISER TVM shall be bound take over the materials or such portions thereof as the contractor does not desire to retain. For materials to be taken over by IISER TVM, cost of such materials as detailed by Engineer –in – Charge shall be paid. The cost shall, however, take in to account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- (iii) If any materials supplied by the IISER TVM are rendered surplus, the same except normal wastage shall be returned by the contractor to the IISER TVM at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to IISER TVM stores, if so required by IISER TVM, shall be paid.

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

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

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

CLAUSE 14 Carrying out part work at risk & cost of contractor

If contractor:

- (i) At any time makes default during the currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or
- (ii) commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or

Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing .the Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to IISER TVM, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:

- (a) take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
- (b) carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

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

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

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

Any excess expenditure incurred or to be incurred by IISER TVM in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by IISER TVM as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to IISER TVM in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

CLAUSE 15 Suspension of Work

(i) The contractor shall, on receipt of the order in writing of the Engineer – in – Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer – in – Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

- (a) on account of any default on the part of the contractor or;
- (b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
- (c) for safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer – in – Charge.

(ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:

(a) The contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;

(b) If the total period of all such suspension in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer –in – Charge may consider reasonable in respect of salaries and /or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the

contractor provided the contractor submit the claim supported by details to the Engineer – in – Charge within fifteen days of the expiry of the period of 30days.

- (iii) If the works or part thereof is suspended on the orders of the Engineer – in – Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer – in – Charge requiring permission within fifteen days from receipt by the Engineer – in – Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by IISER TVM or where it affects whole of the works as an abandonment of the works by IISER TVM, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer –in – Charge. In the event of the contractor treating the suspension as an abandonment of the contract by the IISER TVM, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer – in – Charge may consider reasonable, in respect of salaries and /or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer – in – Charge within 30 days of the expiry of the period of 3 months.

Provided, further that the contractor shall not be entitled to claim any compensation from IISER TVM for the loss suffered by him on account of delay by IISER TVM in the supply of materials in schedule 'B' where such delay is covered by difficulties relating to the supply of wagons, force majeure including non- allotment of such materials by controlling authorities, acts of God, acts of enemies of the state/country or any reasonable cause beyond the control of the IISER TVM.

CLAUSE 16 Action in case Work not done as per Specifications

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer – in – Charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the IISER TVM or any organization engaged by the IISER TVM for Quality Assurance and of the Chief Technical Examiner's Office of CVC, Govt of India and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

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

demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non- completion of the work in time) for this default.

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

CLAUSE 17 Contractor Liable for Damages, defects during Defect liability period

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

CLAUSE 18 Contractor to Supply Tools & Plants etc.

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

CLAUSE 18A Recovery of Compensation paid to workmen

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

CLAUSE 18B Ensuring Payment and Amenities to Workers if Contractor fails

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

CLAUSE 19 Labour Laws to be complied by the Contractor

The contractor shall obtain a valid license under the Contract Labour (R & A) Act, 1970, and the Contract Labour (Regulation & Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

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

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

CLAUSE 19A

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

CLAUSE 19B Payment of wages:

Payment of wages:

- (i) The Contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the C.P.W.D Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

- (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- (iii) In respect of labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works IISER TVM contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deduction from wages recovery of wages not paid and deductions unauthorized made, maintenance of wage books or 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 or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (iv)
 - (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of nonfulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
 - (b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge Concerned.
- (v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, maternity Benefits Act, 1961, and the Contractors Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.
- (vi) The contractor shall indemnify and keep indemnified IISER TVM against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- (vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workman directly without the intervention of Jamadar and that Jamadar shall not be entitled to be deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- (ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen

CLAUSE 19C

In respect of all labour directly or indirectly employed in the work for the performance of the contractors part of this contract, the contractor shall at his own expense arrange for the safety

provisions as per C.P.W.D Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs. 200/- for each default and in addition, the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19D

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

- (1) the number of labours employed by him on the work,
- (2) their working hours,
- (3) the wages paid to them,
- (4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (5) the number of female workers who have been allowed maternity benefit according to Clause 19F and amount paid to them.

Failing which the contractor shall liable to pay IISER TVM, a sum not exceeding Rs. 200/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge shall be final in deducting from any bill due to the contractor; the amount levied as fine and be binding on the contractor.

CLAUSE 19E

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

CLAUSE 19F

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

1. Leave
 - (i) in the case of delivery – maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,
 - (ii) in the case of miscarriage – upto 3 weeks from the date of miscarriage.
2. Pay:
 - (i) in the case of delivery – leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when fulltime work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
 - (ii) In the case of miscarriage – leave pay at the rate of average daily earning calculated on the total wages earned on the day when full time work was done during a period of three months immediately preceding the date of such miscarriage.
3. Conditions for grant of Maternity Leave:

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed form as shown in appendix –I and II, and the same shall be kept at the place of work.

CLAUSE 19G

In the event of the contractor(s) committing a default or breach of any of the provisions of the, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall without prejudice to any other liability, pay to the IISER TVM a sum not exceeding Rs.5000/- for every default breach or furnishing, making, submitting filling such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.5000/-per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the C.P.W.D Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R&A)Central Rules 1971, for the protection of health and sanitary arrangements for work people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/ observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19H

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

- (i)
 - (a) The minimum height of each hut at the eaves level shall be 2.1m (7ft.)and the floor area to be provided will be at the rate of 2.7 sq.m (30 sq.ft) for each member of the worker's family staying with the labourer.
 - (b) The Contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.
 - (c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.

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

CLAUSE 19I

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the

individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. The Engineer-in-charge will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service Centre, to apprise the residents about the same.

CLAUSE 19J

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

However, EIC, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

CLAUSE 19K

The contractor shall have registration with EPFO and ESIC. The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis.

CLAUSE 20 Minimum Wages Act to be complied with

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

CLAUSE 21 Work not to be sublet. Action in case of insolvency

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

CLAUSE 22

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

CLAUSE 23 Changes in firm's Constitution to be intimated

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

CLAUSE 24

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge 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 & Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or 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 cancellation, termination, completion, or abandonment thereof shall be dealt with as mentioned hereinafter:

- (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the accepting authority in writing for written instruction or decision. Thereupon, the accepting authority shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.

If the accepting authority fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decisions of the accepting authority, the contractor may, within 15 days of the receipt of accepting authority's decision, appeal to the Director, IISER TVM who shall afford an opportunity to the contractor to be heard, if the later so desires, and to offer evidence in support of his appeal. The Director shall give his decision within 30 days of receipt of contractor's appeal.

If the contractor is dissatisfied with the decision of the Director, the contractor may within 30 days from the receipt of the Director's decision, appeal before the Dispute Redressal Committee (DRC) along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Director. The Dispute Redressal Committee (DRC) shall give his decision within a period of 90 days from the receipt of Contractor's appeal. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'.

If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC), then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Director, IISER TVM for

appointment of arbitrator failing which the said decision shall be final, binding and conclusive and not referable to adjudication by the arbitrator.

- (ii) Except where the decision has become final, binding and conclusive in terms of sub-para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Director. 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 in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Director of the appeal.

It is also a term of this contract that no person, other than a person appointed by the Director as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the IISER TVM shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be borne equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be Thiruvananthapuram. 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) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

Whether the claim is referred to the Accepting Authority/Director as the case may be, the Contractor shall proceed to execute and complete the works with all due diligence pending settlement of the said dispute or differences.

CLAUSE 26 Contractor to indemnify IISER TVM against Patent Rights

The contractor shall fully indemnify and keep indemnified the IISER TVM against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action

brought against IISER TVM in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the IISER TVM if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

CLAUSE 27 Lump sum Provisions in Tender

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

CLAUSE 28 Action where no specifications are specified

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

CLAUSE 29 With-holding and lien in respect of sums due from contractor

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

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

partner/limited company as the case may be, whether in his individual capacity or otherwise.

- (ii) IISER TVM shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for IISER TVM to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by IISER TVM to the contractor, without any interest thereon whatsoever.

Provided that IISER TVM shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the superintending Engineer or EIC on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Engineer-in-Charge.

CLAUSE 29A Lien in respect of claims in other Contracts

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the IISER TVM or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or IISER TVM or such other person or persons in respect of payment of a sum of money arising out of or under, any other contract made by the contractor with the Engineer-in-Charge or the IISER TVM or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the IISER TVM will be kept withheld or retained as such by the Engineer-in-Charge or the IISER TVM or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 30 Employment of coal mining or controlled area labour not permissible

The contractor shall not employ coal mining or controlled area labour falling under any category whatsoever on or in connection with the work or recruit labour from area within a radius of 32 km (20 miles) of the controlled area. Subject as above the contractor shall employ imported labour only i.e., deposit imported labour or labour imported by contractors from area, from which import is permitted.

Where ceiling price for imported labour has been fixed by State or Regional Labour Committees not more than that ceiling price shall be paid to the labour by the contractor. The contractor shall immediately remove any labourer who may be pointed out by the Engineer-in-Charge as being a coal mining or controlled area labourer,. Failure to do so shall render the contractor liable to pay to IISER TVM a sum calculated at the rate of Rs. 100/- per day per labourer. The certificate of the Engineer-in-Charge about the number of coal mining or controlled area labourer and the number of days for which they worked shall be final and binding upon all parties to this contract.

It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested within the meaning of the exception in Section 74 of Indian contract Act, 1872.

Controlled Area means any area which may be declared a Controlled Area by or with the approval of the Central Government.

CLAUSE 31 Unfiltered water supply

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

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

CLAUSE 31A Water supply, if available by IISER TVM

Water if available may be supplied to the contractor by the IISER TVM subject to the following conditions:-

- (i) The water charges @ 1% shall be recovered on gross amount of the work done.
- (ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply.
- (iii) IISER TVM do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/their own cost in the event of any temporary break down in the Government water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

CLAUSE 32 Alternate water arrangements

- (i) Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump constructed by the IISER TVM, no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Engineer-in-Charge shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.
- (ii) The contractor shall be allowed to construct temporary wells in IISER TVM land for taking water for construction purposes only after he has got permission of the Engineer-in-Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore that ground to its original condition after the wells are dismantled on completion of the work.

CLAUSE 33 Return of Surplus materials

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of IISER TVM either by issue from IISER TVM stocks or purchase made under orders or permits or licenses issued by IISER TVM, the

contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the IISER TVM and return, if required by the Engineer-in-Charge, 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 or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer-in-Charge 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 license or permit and/or for criminal breach of trust, be liable to IISER TVM for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

CLAUSE 34 Hire of Plant & Machinery

- (i) The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T & P) required for execution of the work except for the Plant & Machinery listed in Schedule 'C' and stipulated for issue to the contractor. If the contractor requires any item of T&P on hire from the T & P available with the IISER TVM over and above the T&P stipulated for issue, the IISER TVM will, if such item is available, hire it to the contractor at rates to be agreed upon between him and the Engineer-in-Charge. In such a case, all the conditions hereunder for issue of T&P shall also be applicable to such T&P as is agreed to be issued.
- (ii) Plant and Machinery when supplied on hire charges shown in Schedule 'C' shall be made over and taken back at the IISER TVM equipment yard/shed shown in Schedule 'C' and the contractor shall bear the cost of carriage from the place of issue to the site of work and back. The contractor shall be responsible to return the plant and machinery with condition in which it was handed over to him, and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation and otherwise during transit including damage to or loss of plant and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Divisional Engineer shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.
- (iii) The plant and machinery as stipulated above will be issued as and when available and if required by the contractor. The contractor shall arrange his programme of work according to the availability of the plant and machinery and no claim, whatsoever, will be entertained from him for any delay in supply by the IISER TVM.
- (iv) The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery made over upto and inclusive of the date of the return in good order even though the same may not have been working for any cause except major breakdown due to no fault of the contractor or faulty use requiring more than three working days continuously (excluding intervening holidays and Sundays) for bringing the plant in order. The contractor shall immediately intimate in writing to the Engineer-in-Charge when any plant or machinery gets out of order requiring major repairs as aforesaid. The Engineer-in-Charge shall record the date and time of receipt of such intimation in the log sheet of the plant or machinery. Based on this if the breakdown before lunch period or major breakdown will be computed considering half a day's breakdown on the day of complaint. If the breakdown occurs in the post lunch period of major breakdown will be computed starting from the next working day. In case of any dispute under this clause, the decision of the superintending Engineer shall be final and binding on the contractor.

- (v) The hire charges shown above are for each day of 8 hours (inclusive of the one hour lunch break) or part thereof.
- (vi) Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for cleaning purposes. Power fuel of approved type, firewood, kerosene oil etc. for running the plant and machinery and also the full time chowkidar for guarding the plant and machinery against any loss or damage shall be arranged by the contractor who shall be fully responsible for the safeguard and security of plant and machinery. The contractor shall on or before the supply of plant and machinery sign an agreement indemnifying the IISER TVM against any loss or damage caused to the plant and machinery either during transit or at site of work.
- (vii) Ordinarily, no plant and machinery shall work for more than 8 hours a day inclusive of one hour lunch break. In case of an urgent work however, the Engineer-in-Charge may, at his discretion, allow the plant and machinery to be worked for more than normal period of 8 hours a day. In that case, the hourly hire charges for overtime to be borne by the contractor shall be 50% more than the normal proportionate hourly charges (1/8th of the daily charges) subject to a minimum of half day's normal charges on any particular day. For working out hire charges for over time, a period of half an hour and above will be charged as one hour and a period of less than half an hour will be ignored.
- (viii) The contractor shall release the plant and machinery every seventh day for periodical servicing and/or wash out which may take about three to four hours or more. Hire charges for full day shall be recovered from the contractor for the day of servicing/wash out irrespective of the period employed in servicing.
- (ix) The plant and machinery once issued to the contractor shall not be returned by him on account of lack of arrangements of labour and materials, etc. on his part, the same will be returned only when they are required for major repairs or when in the opinion of the Engineer-in-Charge, the work or a portion of work for which the same was issued is completed.
- (x) Log Book for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the IISER TVM and will be countersigned by the contractor or his authorized agent daily. In case the contractor contests the correctness of the entries and/or fails to sign the Log Book, the decision of the Engineer-in-Charge shall be final and binding on him. Hire charges will be calculated according to the entries in the Log book and will be binding on the contractor. Recovery on account of hire charges for road rollers shall be made for the minimum number of days worked out on the assumption that a roller can consolidate per day and maximum quantity of materials or area surfacing as noted against each in the annexed statement (see attached annexure).
- (xi) In the case of concrete mixers, the contractors shall arrange to get the hopper cleaned and the drum washed at the close of the work each day or each occasion.
 - (a) In case rollers for consolidation are employed by the contractor himself, log book for such rollers shall be maintained in the same manner as is done in case of IISER TVM rollers, maximum quantity of any items to be consolidated for each roller-day shall also be same as in annexure to Clause 34(x). For less use of rollers, recovery for the less roller days shall be made at the stipulated issue rate.
- (xii) The contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation or otherwise or during transit including damage to or loss of parts, and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The Engineer in Charge shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.

- (xiii) In the event of the contractor not requiring any item of plant and machinery issued by IISER TVM though not stipulated for issue in Schedule 'C' any time after taking delivery at the place of issue, he may return it after two days written notice or at any time without notice if he agrees to pay hire charges for two additional days without, in any way, affecting the right of the Engineer-in-Charge to use the said plant and machinery during the said period of two days as he likes including hiring out to a third party.

CLAUSE 35 Condition relating to use of asphaltic materials

- (i) The contractor undertakes to make arrangement 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 start of works involving tar or bitumen is started and shall hypothecate it to the Engineer-in-Charge. 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 specifications and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the material return to the contractors. Although the materials are hypothecated to IISER TVM, 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 Engineer-in-Charge 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 the security deposit relating to asphaltic work shall be refunded after the expiry of this period.

CLAUSE 36 Employment of Technical Staff and Employees

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

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than those specified in Schedule 'F'. In addition sufficient number of supervisory staff will also be engaged. The Engineer-in-Charge shall within 10 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-Charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s) The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be

actually available for receiving instructions and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along with every on account bill/final bill and shall produce evidence if at any time so required by the Engineer-in-Charge at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/ checked measurements/test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule 'F' and.

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

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

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

The contractor shall deploy sufficient technical and managerial staff as required for satisfactory and timely completion of the project. The IISER TVM has assessed a minimum numbers of such staff, their qualification and experiences etc. and is given in Schedule 'F' as Minimum Requirement of Technical Representative(s) to be deployed at site. Failure to deploy the minimum staff as above shall attract recovery from the contractor's bill, such amount as mentioned in the said Schedule 'F'.

CLAUSE 37 Levy/Taxes payable by Contractor

- (i) Sales Tax/VAT (except Service Tax), Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect. However, in respect of service tax, same shall be paid by the contractor to the concerned IISER TVM on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the contractor.

- (ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

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

CLAUSE 38 **Conditions for reimbursement of levy/taxes if levied after receipt of tenders**

- (i) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (46th amendment Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Engineer-in-charge (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the IISER TVM and/or the Engineer-in-Charge and further shall furnish such other information/document as the Engineer-in-Charge may require from time to time.
- (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 39 **Termination of Contract on death of contractor**

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the accepting authority shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 40 **If relative working in IISER TVM then the contractor to declare**

The Contractor shall intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer in IISER TVM.

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

CLAUSE 41 **No Gazetted Engineer to work as Contractor within one year of retirement**

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

CLAUSE 42**Return of material & recovery for excess material used.**

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

CLAUSE 43**Compensation during warlike situations**

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris,

stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer-in-Charge. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Engineer-in-Charge.

CLAUSE 44 Apprentices Act provisions to be complied with

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

CLAUSE 45 Release of Security deposit after labour clearance

Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually completed the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

ANNEXURE TO CLAUSE 34 (x) SHOWING QUANTITIES OF MATERIALS FOR AREAS OF SURFACING TO BE CONSIDERED FOR WORKING OUT MINIMUM PERIOD FOR WHICH HIRE CHARGES OF ROAD ROLLER ARE TO BE RECOVERED

SI No	Material of Surfacing	Quantity or area
1.	Consolidation of earth subgrade	1860 sqm
2.	Consolidation of stone soling 15cm to 22.5cm thick	170 cum
3.	Consolidation of brick soling 10cm to 20cm thick	230 cum
4.	Consolidation of wearing coat of stone ballast 7.5cm to 11.5cm thick	30 cum
5.	Consolidation of wearing coat of brick ballast 10cm thick	60 cum
6.	Painting one coat using stone aggregate 12.5mm nominal size	
a)	@1.65m ³ per 100m ² and paving bitumen A-90 or S-90 @2.25 kg.per M ²	
	OR	
b)	@1.50m ³ per 100m ² and bitumen emulsion or Road tar @2.25kg per M ²	930 sqm
7.	Spreading and consolidation of red bajri 6mm	1860 sqm
8.	Painting two coats using	
a)	For First coat stone aggregate 12.5mm nominal size	
i)	@1.50 m ³ per 100m ² with paving bitumen A-90 or S-90 @2kg/sq.m	
	OR	
ii)	@1.35m ³ per 100m ² with bitumen emulsion @2kg/sq.m	
	OR	
iii)	@1.25m ³ with road tar @2.25 kg/sqm	600 sqm
b)	For 2 nd coat, stone aggregate 10mm nominal size 0.9 cum per 100 sqm with-	
i)	1 Kg of paving bitumen A-90 or S-90, or bitumen emulsion per sqm.	
ii)	1.25 kg of road tar per sqm	
9.	Repainting with stone aggregate 10mm nominal size 0.90cum per 100 sqm with	
a)	1 kg paving bitumen A-90 or S-90 per sqm	
b)	1.25 kg paving bitumen emulsion per sqm	1670 sqm
10.	2cm premix carpet surfacing using 2.4 cum of stone aggregate 10 mm nominal size per 100 sqm and binder including tack coat, the binder being hot cutback bitumen or bitumen emulsion in specified quantities	930 sqm.
11.	2.5cm premix carpet surfacing using 3 cum of stone aggregate 10mm nominal size per 100 sqm and binder including tack coat, the binder being hot cutback bitumen or bitumen emulsion in specified quantities.	930 sqm

SI No	Material of Surfacing	Quantity or area
12.	4 cm thick bitumen concrete surfacing using stone aggregate 3.8 cum (60% 20mm nominal size and 40% 12.5mm nominal size) per 100m2 and course sand 1.9 cum per 10sqm and hot cut back bitumen over a tack coat of hot cut back bitumen	460 sqm
13.	5cm thick bitumen concrete surfacing using stone aggregate 4.8 cum (60% 25mm nominal size and 40% 20mm nominal size) per 100 m2 and course sand 2.4cum per 100 sqm and hot cut back bitumen over a tack coat of hot cut back bitumen.	370 sqm
14.	7.5 cm thick bitumen concrete surfacing using stone aggregate 5.8cum (60% 40mm nominal size and 40% 25mm nominal size) per 100m2 and course sand 3.65 cum per 100 sqm and hot cut back bitumen over a tack coat of hot cut back bitumen.	280sqm
15.	6cm thick bitumen concrete surfacing using stone aggregate 5.8cum (60% 40mm nominal size and 40% 25mm nominal size) per 100me and course sand 2.9 cum per 100 sqm and hot cut back bitumen over a tack coat of hot cut back bitumen.	280 sqm
16.	2.5cm bitumastic sheet using stone aggregate 1.65 cum (60% 12.5mm nominal size and 40% 10mm nominal size) per 100 m2 and course sand 1.65 cum per 100 sqm and hot cut back bitumen over a tack coat of hot cut back bitumen.	750sqm
17.	4cm thick bitumastic sheet using stone aggregate 2.6cum (60% 12.5mm nominal size and 40% 10mm nominal size) per 100m2 and course sand 2.5 cum per 100 sqm and hot cut back bitumen over a tack coat of hot cut back bitumen.	560 sqm
18.	Laying full grouted surface using stone aggregate 40mm nominal size 6.10 cum per 100 sqm with binder, binding with 20mm to 12.5mm nominal size stone grit; 1.83 cum per 100 sqm and seal coat binder and stone grit 10mm nominal size 1.07 cum per 100 sqm the binder being hot bitumen of tar as specified	460 sqm
19.	Laying full grouted surface using stone aggregate 50mm nominal size 9.14 cum per 100 sqm grouting with binder, binding with stone grit 20mm to 12.5 mm nominal size 1.83 cum per 100 sqm and seal coat of binder and stone grit 10mm nominal size 1.07 cum per 100 sqm.	370 sqm
20.	4 cm thick premix macadam surfacing using stone aggregate 25mm nominal size 4.57 cum per 100 sqm and hot bitumen binding with stone aggregate 12.5mm nominal size 1.52 cum per 100 sqm and seal coat of hot bitumen and stone aggregate 10mm nominal size 1.07 cum per 100 sqm.	560 sqm
21.	5cm thick premix macadam surfacing using stone aggregate 25mm nominal size 6.10 cum per 100 sqm and hot bitumen binding with stone aggregate 12.5mm nominal size 1.52 cum per 100 sqm and seal coat of hot bitumen and stone aggregate 10mm nominal size 1.07 cum per 100 sqm.	460 sqm

SECTION-3

SAFETY CODE

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 (1/4 horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6 m (12 ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3 ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working Platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12 ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3 ft.).
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m (30 ft) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11 1/2") for ladder upto and including 3 metre (10 ft.) in length. For longer ladders this width should be increased atleast 1/4" for each additional 30 cm.(1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which maybe awarded in any such suit, action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. Excavation and trenching- All trenches 1.2 m (4 ft.) or more in depth, shall at all times be supplied with atleast one ladder for each 30 metre (100 ft) in length or fraction thereof. Ladder shall extend from bottom of the trench to atleast 90 cm. (3 ft) above the surface of the ground. The sides of the trenches, which are 1.5 m (5 ft) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated material shall not be placed within 1.5 m (5 ft) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.
7. Demolition. - Before any demolition work is commenced and also during the progress of the work,

- i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall invariably be provided.
- i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - ii) Those engaged in whitewashing and mixing or stacking of cement bags or any material, which is injurious to the eyes, shall be provided with protective goggles.
 - iii) Those engaged in welding works shall be provided with welder's protective eye shields.
 - iv) Stonebreakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated atleast for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition , the contractor shall ensure that the following safety measures are adhered to:-
 - a) Entry for workers into the line shall not be allowed except under supervision of the Engineer in Charge or any other higher officer.
 - b) Atleast 5 to 6 manholes upstream and downstream should be kept open for atleast 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - c) Before entry presence of toxic gases should be tested by inserting wet lead acetate paper, which changes colour in the presence of such gases and gives indication of their presence.
 - d) Presence of oxygen should be verified by lowering a detector lamp into the manhole. In case, no oxygen is found inside the sewer line, worker should be send only with oxygen kit.
 - e) Safety belt with rope should be provided to the workers. While working inside the manhole such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever for the cleaning works are undertaken during night or day.
 - g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.

- h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time upto which worker may be allowed to work continuously inside the manhole.
- j) Gas masks with Oxygen cylinder should be kept at site for use in emergency.
- k) Air blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The motors for these, shall be vapour proof and of totally enclosed type. Non-sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side, protected from wind so that they will not be the source of friction on any inflammable gas that might be present.
- l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing working in the manhole.
- m) The worker shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non-sparking tools and safety lights and gas masks and portable air-blowers (when necessary). They must be supplied with barrier cream for anointing the limits before working inside the sewer lines.
- n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
- o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
- p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- vi) The contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Whenever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken: -
 - a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
 - b) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
- 9. The Contractor shall not employ women and men below the age of 18 years on the work of painting with product containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:

- i) White lead, sulphate of lead or product containing these pigments, shall not be used in painting operation except in the form of pastes or paint ready for use.
 - ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of paint in the form of spray.
 - iii) Measures shall be taken, wherever practicable to prevent danger arising out of from dust caused by dry rubbing down and scrapping.
 - iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work
 - v) Overall shall be worn by working painters during the whole of working period.
 - vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
 - vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by the competent authority of CLIENT
 - viii) CLIENT may require, when necessary, medical examination of workers.
 - ix) Instructions with regard to special hygienic precautions, to be taken in the painting trade, shall be distributed to working painters.
10. When the work is done near any place where there is risk of drowning, all necessary equipment should be provided & kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions: -
- i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
 - (b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - (ii) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
 - (iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley blocks used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear, referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - (iv) In case of CLIENT machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regard contractor's machines the contractors shall notify the safe

working load of the machines to the Engineer-in-Charge whenever he brings any machinery to the site of work and get it verified by the Electrical Engineer concerned.

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

SECTION-4

Model rules for protection of health and sanitary arrangements for workers employed by Contractors.

1. Application:

These rules shall apply to all building and construction works in charge of IISER TVM in which twenty or more workers are ordinarily employed or are proposed to be employed on any day during the period during which the contract work is in progress.

2. Definition:

Work place means a place where twenty or more workers are ordinarily employed or are proposed to be employed in connection with construction work on any day during the period during which the contract work is in progress.

3. First Aid Facilities:

A. At every work place there shall be provided and maintained. So as to easily accessible during working hours, first aid boxes at the rate of not less than one box for 150 Contract Labour or part thereof ordinarily employed.

B. The first-aid box shall be distinctly marked with a red cross on white background and shall contain the following equipment, namely:

a. For work places in which the number of Contract Labour employed does not exceed 50-

Each first-aid box shall contain the following equipment's.

- i. 6 small sterilized dressings.
- ii. 3 medium size sterilized dressings.
- iii. 3 large size sterilized dressings.
- iv. 3 large sterilized burn dressings.
- v. 1 (30ml) bottle containing a two percent alcoholic solution of iodine.
- vi. 1 (30ml) bottle containing, salvolatile having the dose and mode of administration indicated on the label.
- vii. 1 snake bit lancet.
- viii. 1 (30 grams) bottle of potassium permanganate crystals
- ix. 1 pair scissors.
- x. 1 copy of the first-aid leaf-let issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
- xi. 1 bottle containing 100 tablets (each of 5 grams) of aspirin.
- xii. Ointment for burns.
- xiii. A bottle of suitable surgical antiseptic solution.

b. For work places in which the number of Contract Labour exceed 50-

Each first-aid box shall contain the following equipment's.

- i. 12 small sterilized dressings.
- ii. 6 medium size sterilized dressings.
- iii. 6 large size sterilized dressings.
- iv. 6 large sterilized burn dressings.
- v. 6 (15 grams) packets sterilized cotton wool.

- vi. 1 snake bit lancet.
- vii. 1 (60ml) bottle containing a two percent alcoholic solution of iodine.
- viii. 1 (60 ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
- ix. 1 roll of adhesive plaster.
- x. 1 (30 grams) bottle of potassium permanganate crystals.
- xi. 1 pair scissors.
- xii. 1 copy of the first aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
- xiii. 1 bottle containing 100 tablets (each of 5 grams) of aspirin.
- xiv. Ointments for burns.
- xv. A bottle of suitable surgical antiseptic solution.

C. Adequate arrangements shall be made for immediate recoument of the equipment when necessary.

D. Nothing except the prescribed contents shall be kept in the first-aid box.

E. The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours at the work place.

F. A person in charge of the first-aid box shall be person trained in first-aid treatment, in work places where the number of Contract Labour employed is 150 or more.

G. In work places where the number of Contract Labour employed is 500 or more and hospital facilities are not available within easy distance of the workers, First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.

H. Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to convey injured person or persons suddenly taken ill to the nearest hospital.

4. Drinking Water:

- a. In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, sufficient supply of cold water fit for drinking.
- b. Where drinking water is obtained from an intermittent public water supply each work place shall be provided with storage where such drinking water shall be stored.
- c. Every water supply or storage shall be at a distance of not less than 50 feet from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap-door which shall be dust and water proof.
- d. A reliable pump shall be fitted to each covered well; the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. Washing Facilities:

- a. In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of the Contract Labour employed therein.
- b. Separate and adequate cleaning facilities shall be provided for the use of male and female workers.
- c. Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6. Latrine and Urinals:

- i. Latrines shall be provided in every work place on the following scale, namely
 - i. Where females are employed there shall be at least one latrine for every 25 females.
 - ii. Where males are employed, there shall be at least one latrine for every 25 males.

Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females, as the case may be upto the first 100, and one for every 50 thereafter.
- ii. Every latrine shall be under cover and so partitioned on as to secure privacy, and shall have a proper door and fastenings.
- iii. Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year. Latrines shall not be of a standard lower than borehole system.
- iv.
 - i. Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women only" as the case may be.
 - ii. The notice shall also bear the figure of a man or a woman, as the case may be.
- v. There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time. Provided that where the number of male or female workmen, as the case may be, exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 50 and one for every 100 part thereof.
 - i. The latrines and urinals shall be adequately lighted and shall be maintained in clean and sanitary condition at all times.
 - ii. Latrines and urinals other than those connected with a flush sewerage system shall comply with the requirements of the Public Health Authorities.
- vi. Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- vii. Disposal of excreta. Unless otherwise arranged for by the local sanitary authority arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom at a pucca tank prepared for the purpose and covering it with 15cm, layer of waste of refuse and then covering it with a layer of earth for a fortnight (when it will turn into manure).

- viii. The Contractor shall, at his own expense, carry out all instructions issued to him by the Engineer-in-charge to effect proper disposal of night soil and other conservancy work in respect of the Contractor's workmen or employees on the site. The Contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such work on his behalf.

7. Provision of Shelter during rest:

At every place there shall be provided free of cost, four suitable sheds, two for male and other two for female separately for the use of men and women labour. The height of each shelter shall not be less than 3 meters from the floor level to the lowest part of the roof. These shall be kept clean and space provided shall be on the basis of 0.6sq.m per head.

Provided that the Engineer-in-charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8. Creches:

- a. At every work place, at which 20 or more women workers are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as the bedroom. The rooms shall be constructed on standard not lower than the following:
- i. thatched roof
 - ii. Mud floors and walls
 - iii. Planks spread over the mud floor and covered with matting.
- b. The room shall be provided with suitable and sufficient opening for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- c. The Contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.
- d. The Contractor shall provide one "ayaa" to look after the Children in the creche when the number of women workers does not exceed 50 and two "ayaas" when the number of women workers exceeds 50.
- e. The use of the rooms earmarked as crèches shall be restricted to children, their attendant and mothers of the children.

9. Canteens:

- a. In every work place where the work regarding the employment of Contract Labour is likely to continue for six months and wherein contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the Contractor for the use of such contract labour.
- b. The canteen shall be maintained by the Contractor in an efficient manner.
- c. The canteen shall consist of at least a dining hall, kitchen, store room, pantry and washing places separately for workers and utensils.
- d. The canteen shall be sufficiently lighted at all times when any person has access to it.

- e. The floor shall be made for smooth and impervious material and inside walls shall be lime-washed or color washed at least once in each year.
Provided that the inside walls of the kitchen shall be lime-washed every four months.
- f. The premises of the canteen shall be maintained in a clean and sanitary condition.
- g. Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause nuisance.
- h. Suitable arrangements shall be made for the collection and disposals of garbage.
- i. The dining hall shall accommodate at a time 30 percent of the Contract Labour working at a time.
- j. The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter per diner to accommodate as prescribed in sub-rule 9
- k.
 - i. A portion of the dining hall and service counter shall be partitioned off and reserved for women workers, in proportion of their number.
 - ii. Washing place for women shall be separate and screen to secure privacy.
- l. Sufficient tables, stools, chairs or benches shall be available for the number of diners to be accommodated as prescribed in sub-rules 9.
- m.
 - i.
 1. There shall be provided and maintained sufficient utensils, crockery, furniture and any other equipment necessary for the efficient running of the canteen.
 2. The furniture, utensils and other equipments shall be maintained in a clean and hygienic condition.
 - ii.
 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
 2. A service counter, if provided, shall have top with smooth and impervious material.
 3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment.
- n. The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the Contract Labour.
- o. The charges of food stuffs, beverages and any other items served in the canteen shall be based on No profit, No loss and shall be conspicuously displayed in the canteen.
- p. In arriving at the price of food stuffs, and other articles served in the canteen the following items shall not be taken into consideration as expenditure, namely.
 - i. The rent of land and buildings.
 - ii. The depreciation and maintenance charges for the building and equipments provided for the canteen.
 - iii. The cost of purchase, repairs and replacement of equipments including, furniture, crockery, cutlery and utensils.
 - iv. The water charges and other charges incurred for lighting and ventilation.
 - v. The interest and amounts spent on the provision and maintenance and equipments provided for the canteen.
- q. The accounts pertaining to the canteen shall be audited once every 12 months by registered accounts and auditors.

10. Anti Malarial Precautions:

The Contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-charge including the filling up of any burrow pits which may have been dug by him.

11. Amendments:

Government may from time to time, add to or amend these rules and such directions as it may consider necessary for the purpose of removing any difficulty which may arise the administration thereof.

SECTION-5

CONTRACTORS'S LABOUR REGULATIONS

1. Short Title

These regulations may be called the IISER TVM Contractors Labour Regulations.

2. Definitions

- i. **Workman** means any person employed by IISER TVM or its Contractor directly or indirectly through a Sub-Contractor, with or without the knowledge of the IISER TVM to do any skilled, semi-skilled or un-skilled, manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person.

- a. Who is employed mainly in a managerial or administrative capacity : or
- b. Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office by reason of powers vested in him, functions mainly of managerial nature;
- c. Who is an out worker, that is to say a person to whom any article or materials are given out by or on behalf of the principal employer to be made up cleaned, washed, altered, ornamental finished repaired, adopted or otherwise processed for sale for the purposes of the trade or business of the principal employer and the process is to be carried out either in the home of the out worker or in some other premises not being premise under the Central and management of the principal employer.

No person below the age of 18 years shall be employed to act as a workman.

- ii. **Fair wage** means wage whether for time or place work fixed and notified under the provisions of the Minimum Wages Act from time to time.
- iii. **Contractor** shall include every person, who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through Contract Labour or who supplies Contract Labour for any work and includes a Sub-Contractor.
- iv. **Wages** shall have the same meaning as defined in the payment of Wages Act.

3.

- i. Normally working hours of an employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- ii. When a worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid overtime for the extra hours put in by him at double the ordinary rate of wages.

- iii.
 - a. Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.
 - b. Where the Minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest the worker shall be entitled to rest day wages at the rate applicable to the next proceeding day provided he has worked under the same Contractor for a continuous period of not less than 6 days.
 - c. Where Contractor is permitted by the Engineer-in-charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

4. Display of Notice regarding wages etc.

The Contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers, giving the minimum rates of wages fixed under the minimum wages Act, the actual wages being paid, the hours of work for which such wages are earned, wage periods, dates of payment of wages and other relevant information as per Appendix – III

5. Payment of Wages

- i. The Contractor shall fix wage period in respect of which wages shall be payable.
- ii. No wage period shall exceed one month.
- iii. The wages of every person employed as Contract Labour in an establishment or by a Contractor where less than one thousand, such persons are employed shall be paid before the expiry of the seventh day and in other cases before expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- iv. Where the employment of any worker is terminated by or on behalf of the Contractor the wages earned by him shall be paid before the expiry of the second working day from the date of which his employment is terminated.
- v. All payments of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- vi. Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.
- vii. All wages shall be paid in current coin or currency or in both.

- viii. Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the payment of Wages Act 1956.
- ix. A notice showing the wages period and the place and time of disbursement of wage shall be displayed at the place of work and a copy sent by the Contractor to the Engineer-in-charge under acknowledgement.
- x. It shall be duty of the Contractor to ensure the disbursement of wages in the presence of the Site Engineer or any other authorized representative of the Engineer-in-charge who will be required to be present at the place and time of disbursement of wages by the Contractor to workmen.
- xi. The Contractor shall obtain from the Site Engineer or any other authorized representative of the Engineer-in-charge as the case may be a certified under his signature, at the end of the entries in the "Register of Wages" or the "Wages-cum-Muster Roll" as the case may be in the following form.

"Certified that the amount shown in column No..... of Register of wages has been paid to the workman concerned in my presence onat"

6. Fines and deduction which may be made from wages

- i. The wages of a worker shall be paid to him without any deductions of any kind except the following.
 - a. Fines
 - b. Deductions for absence from duty i.e., from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - c. Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
 - d. Deduction for recovery of advance or for adjustment or over-payment of wages, advance granted shall be entered in register.
 - e. Any other deduction which the Central Government may from time to time allow.
- ii. No fines should be imposed on any worker save in respect of such acts and omission on his part as have been approved of by the Chief Labour Commissioner.

NOTE: An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix - X.

- iii. No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- iv. The total amount of the fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
- v. No fine imposed on any worker shall be recovered from him by installment or after the expiry of 60 days from the date on which it was imposed.
- vi. Every fine shall be deemed to have been imposed on the date of the act or omission in respect of which it was imposed.

7. Labour Records

- i. The Contractor shall maintain **Register of persons employed** on work on contract in form XIII of the CL (R &A) Central Rules 1971 (Appendix IV).
- ii. The Contractor shall maintain a **Muster Roll** register in respect of all workmen employed by him on the work under contract in form XVI of the CL(R&A) Rules 1971 (Appendix V).
- iii. The Contractor shall maintain a **Register of wages** in respect of all workmen employed by him on the work under contract in form XVII of the CL (R &A) Rules 1971 (Appendix VI).
- iv. **Register of accidents:** The Contractor shall maintain a register of accident in such form as may be convenient at the work place but the same shall include in following particulars:
 - a. Full particulars of the labourer who met with accident.
 - b. Rate of wage.
 - c. Sex
 - d. Age
 - e. Nature of accident and cause of accident
 - f. Time date of accident
 - g. Date and time when admitted in Hospital
 - h. Date of discharge from the Hospital
 - i. Period of treatment and result of treatment
 - j. Percentage loss of earning capacity and disability as assessed by Medical Officer.
 - k. Claim required to be paid under Workmen's Compensation Act.
 - l. Date of payment of compensation.
 - m. Amount paid with details of the person to whom the same was paid.
 - n. Authority by whom the compensation was assessed.
 - o. Remarks.

- v. The Contractor shall maintain **Register of Fines** in the form XII of the CL (R & A) Rules 1971 (Appendix XI).
The Contractor shall display in a good condition and in a conspicuous place of work the approved list of Acts and Omissions for which fines can be imposed (Appendix X)
- vi. The Contractor shall maintain a **Register of deductions** for damage or loss in form XX of the CL (R & A) Rules 1971 (Appendix XII)
- vii. The Contractor shall maintain a **Register of Advance** in form XXIII of the CL (R & A) Rules 1971 (Appendix XIII).
- viii. The Contractor shall maintain a **Register of Overtime** in form XXIII of the CL (R & A) Rules 1971 (Appendix XIV).

8. Attendance card-cum-wage slip

- i. The Contractor shall issue Attendance Card cum Wage slip to each workman employed by him in the specimen form at Appendix – VII.
- ii. The card shall be valid for each wage period.
- iii. The Contractor shall mark the attendance of each workman on the card twice a day. Once at the commencement of the day and again after the rest interval, before he actually starts work.
- iv. The card shall remain in possession of the worker during the wage period under reference.
- v. The Contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of wages and retain the card with himself.
- vi. The Contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

9. Employment Card.

The Contractor shall issue an Employment card in form XIV of the CL (R & A) Central Rules 1971 to each worker within three days of the employment of the worker (Appendix VIII).

10. Service Certificate.

On termination of employment for any reason whatsoever the Contractor shall issue to the workman whose services have been terminated a service certificate in form XV of the CL (R & A) Central Rules 1971 (Appendix-IX).

11. Preservation of Labour Records.

All records required to be maintained under Regulations Nos. 6 and 7 shall be preserved in original for a period of three years from the date of last entries made in them and

shall be made available for inspection by the Engineer-in-charge, labour Officer or any other officers authorized by the IISER TVM.

12. Power of Labour Officers to make investigations or Enquiry.

The labour officer or any other person authorized by Central Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the Fair wage clauses and the Provisions of Regulations. He shall investigate into any complaint regarding the default made by the Contractor or Sub-Contractor in regard to such provision.

13. Report of Labour Officer.

The labour officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Engineer-in-charge concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the Contractors bill made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the Contractor under the clause 12 of these regulations, actual payment to labourers will be made by the Engineer-in-charge after the Director, IISER TVM Engineer has given the decision on such appeal.

The Engineer-in-charge shall arrange payments to the Labour concerned within 45 days from the receipt of the report from the labour officer or the Chief Construction Engineer as the case may be.

14. Appeal against the decision of labour officer.

Any person aggrieved by the decision and recommendation of the Labour Officer or other persons so authorized may appeal against such decision to the Director, IISER TVM within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Engineer-in-charge concerned but subject to such appeal, the decision of the officer shall be final and binding upon the Contractor.

15. Prohibition regarding representation through lawyer.

- i. A workman shall be entitled to be represented in any investigation or enquiry under these regulations by;
 - a. An Officer of a registered trade union of which he is a member.
 - b. An Officer of a federation of trade union referred to in clause (a) is affiliated.
 - c. Where the employer is not a member of registered trade union, by an Officer of a registered trade union, connected with or by any other workman employed in the industry in which the worker is employed.
- ii. An employer shall be entitled to be represented in any investigation or enquiry under these regulation by;
 - a. An Officer of an association of employers of which he is a member.
 - b. An Officer of a federation of association of employees to which association referred to in clause (a) affiliated.

- c. Where the employer is not a member of any association of employers, by an officer of association of employer, connected with or by any other employer, engaged in the Industry in which the employer is engaged.
- iii. No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

16. Inspection of Books and Slips

The Contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place, after due notice is received from the Labour Officer or any other person, authorized by the Central Government on his behalf.

17. Submission of Returns.

The Contractor shall submit periodical returns as may be specified from time to time.

18. Amendments

The Central Government may from time to time add to or amend the regulations and on any question as to the application, interpretation or effect of those regulations the decision of the Engineer-in-charge concerned in that behalf shall be final.

REGISTER OF MATERNITY BENEFIT

Name and Address of Contractor(s)

:.....

Name and location of the work :.....

Name of the Employee	Father's/Husband's Name	Nature of Employment	Period of actual Employment	Date on which notice of confinement given
1	2	3	4	5

Date on which maternity leave commenced and ended

Date of Delivery/Miscarriage	<u>In case of delivery</u>		<u>In case of Miscarriage</u>	
	Commenced	Ended	Commenced	Ended
6	7	8	9	10

Leave pay paid to the employee

<u>In case of Delivery</u>		<u>In case of miscarriage</u>		Remarks
Rate of leave pay	Amount paid	Rate of leave pay	Amount paid	
11	12	13	14	15

Specimen form of the register regarding Maternity Benefit admissible to the Contractor's labour

Name and address of the Contractor:.....

Name and location of the work:.....

1. Name of the woman and her husband
2. Designation
3. Date of appointment
4. Date with months and years in which, she is employed
5. Date of discharge/dismissed, if any
6. Date of production of certificates in respect of pregnancy.
7. Date on which the woman informs about the expected delivery
8. Date of delivery/miscarriage/death
9. Date of production of certificate in respect of delivery/miscarriage
10. Date with the amount of maternity/death benefit paid in advance of expected delivery
11. Date with the amount of subsequent payment of maternity benefit
12. Name of the person nominated by the woman to receive the payment of the maternity benefit in case of her death
13. If woman dies, the date of her death, the name of the person to whom maternity benefit amount was paid, the month thereof and the date of payment.
14. Signature of the Contractor authenticating entries in the register.
15. Remarks column for the use of inspecting Officer.

LABOUR BOARD

Name of work :.....

Name of Contractor :.....

Address of Contractor :.....

Name and address of IISER TVMOffice :.....

Name of Labour Enforcement Officer:.....

Address of Labour Enforcement Officer:.....

SI.No.	Category	Minimum wage fixed	Actual wage paid	Number present	Remarks

Weekly Holiday :.....

Wages period :.....

Date of payment of wages :.....

Working hours :.....

Rest Interval :.....

Form – XIII REGISTER OF WORKMEN EMPLOYED BY CONTRACTOR

Name and address of the contractor:.....

Name and address of establishment under which contract is carried on :.....

Nature and location of the work:.....

Name and address of Principal Employer:.....

Sl. No.	1	2	3	4	5	6	7	8	9	10	11	12	
		Name and Surname of Workman	Age and Sex	Father's/ Husband's Name	Nature of Employment / Designation	Permanent Home address of the workman	Local address	Date of commencement of employment	Signature of thumb impression of workman	Date of termination of employment	Reasons for termination	Remarks	

Form – XVI
MUSTER ROLL

Name and address of the contractor:.....

Name and address of establishment under which contract is carried on :.....

Nature and location of the work:.....

Name and address of Principal Employer:.....

Sl. No.	Name and Workman	Sex	Father's/Husband's Name	Date					Remarks	
				1	2	3	4	5		
1	2	3	4	5					6	

Form – XVII REGISTER OF WAGES		
Name and address of the contractor:.....		
Name and address of establishment under which contract is carried on:.....		
Nature and location of the work:.....		
Name and address of Principal Employer :..... wage Period: Monthly/Fortnight		
Sl. No.		1
	Name and workman	2
	Sl. No. in the register of workman	3
	Designation Nature of work done	4
	No. of days worked	5
	Units of work done	6
	Daily rate of wages/ piece rate	7
Amount of wages earned	Basic wages	8
	Dearness allowance	9
	Overtime	10
	Other cash payment (indicate Nature)	11
	Total	12
	Deductions if any (indicate nature)	13
	Net amt paid	14
	Signature/Thumb impression of workman	15
	Remarks	16

WAGE CARD

Wage Card No.

Name and address of contractor:

Date of Issue :

Name and location of work :

Designation :

Name of Workman:

Monthly / Fortnight :

Rate of Wages:

	Rate	Amount
31		
30		
29		
28		
27		
26		
25		
24		
23		
22		
21		
20		
19		
18		
17		
16		
15		
14		
13		
12		
11		
10		
9		
8		
7		
6		
5		
4		
3		
2		
1		
Morning		
Evening		
Initial		

Received from the sum of Rs..... On account of my wages

The wage card is valid for one month from the date of issue

Form – XIX

WAGES SLIP

Name and address of Contractor :

Name and Father/Husband of workman :

Nature and location of work :

For the Week/For night /Month ending :

1. No. of days worked :

2. No. of units worked in case of piece rate workers :

3. Rate of daily wages/piece rate :

4. Amount of overtime wages :

5. Gross wages payable :

6. Deduction, if any :

7. Net amount of wages paid :

Initials of the Contractor or his representative

Form – XIV
EMPLOYMENT CARD

Name and address of the Contractor :

Name and address of establishment

in/under which contract is carried out :

Name and address of Principal Employer :

1. Name of the workman :

2. Sl. No. in the register of workman employed :

3. Nature of employment/designation :

4. Wage rate (with particulars of unit in case of piece work):

5. Wage period :

6. Tenure of employment :

7. Remarks :

Signature of Contractor

FORM – XV
SERVICE CERTIFICATE

Name and Address of Contractor :
 Name and Address of establishment
 in/under which contract is carried out :
 Nature and location of work :
 Name and Address of workman :
 Age or date of birth :
 Name and Address of Principal Employer :
 Identification Marks :
 Father's/Husband's name :

Sl. No	Total period for which employed		Nature of work done	Rate of wage with particulars of Unit in case of piece work	Remarks
	From	To			
1	2	3	4	5	6

Signature

LIST OF ACTS AND OMISSION FOR WHICH FINE CAN BE IMPOSED

In accordance with the rule 8(d) of the Contractor's Labour Regulations to be displayed prominently at the site of work in both English and local language.

1. Willful in insubordination or disobedience, whether the alone or in combination with other.
2. Theft, fraud or dishonesty in connection with the Contractor beside a business or property of IISER TVM.
3. Taking or giving bribes or any illegal gratification.
4. Habitual late attendance.
5. Drunkenness, fighting, riotous or disorderly or indifferent behavior.
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline.
9. Causing damage to work in progress or to property of the IISER TVM or the Contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving of false information regarding name, age, father's name etc.
13. Habitual loss of wage cards supplied by the employers.
14. Unauthorized use of employer's property of manufacturing or making of unauthorized articles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the IISER TVM and for which the Contractor are compelled to undertake rectifications.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any unauthorized divulgence of business affairs or the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
20. Holding meeting inside the premise without previous sanction of the employer.
21. Threatening or intimidating any workman or employee during the working hours within the premises.

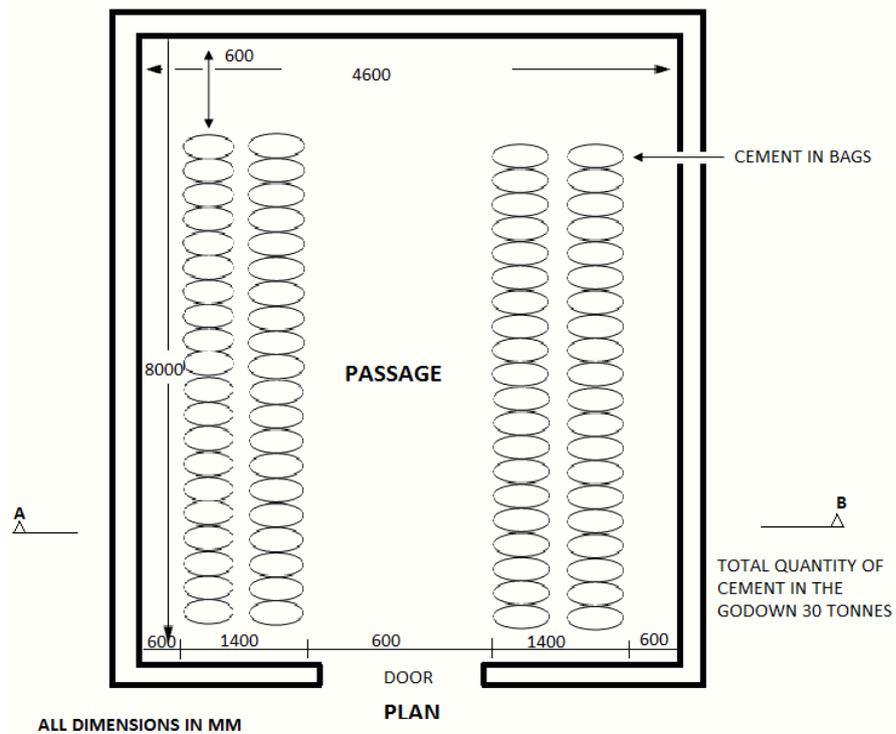
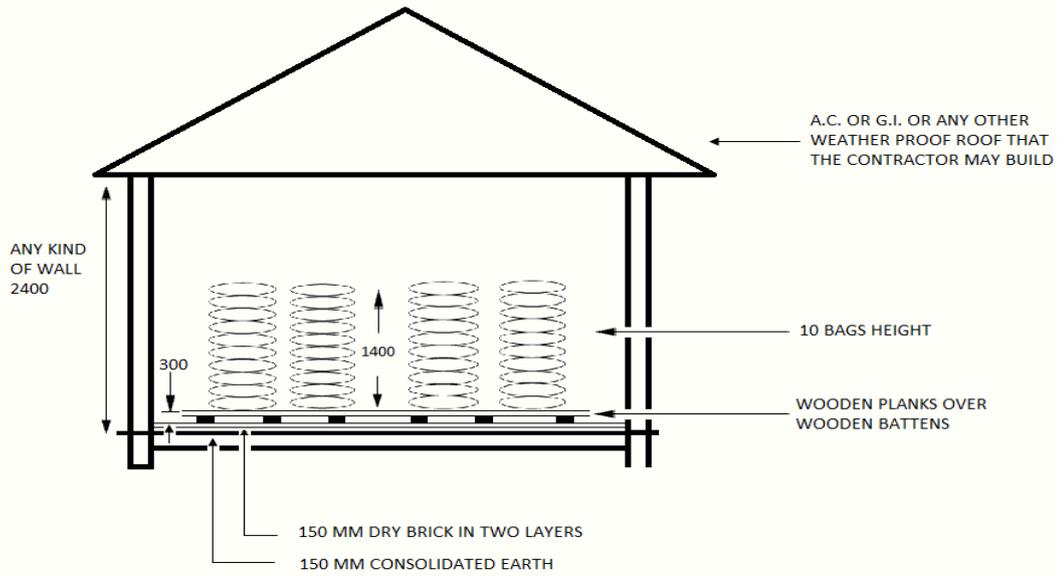
Form – XII REGISTER OF FINES		
Name and address of the contractor:.....		
Name and address of establishment under which contract is carried on:.....		
Nature and location of the work:.....		
Name and address of Principal Employer:.....		
	Sl. No.	1
	Name of workman	2
	Father's/ Husband's Name	3
	Nature of Employment/ Designation	4
	Act/Omission For which fine imposed	5
	Date of offence	6
	Whether workman showed cause against fine	7
	Name of person in whose presence employee's explanation was heard	8
	Wage period and wages payable	9
	Amount of fine imposed	10
	Date on which fine realized	11
	Remarks	12

Form – XX REGISTER OF DEDUCTION FOR DAMAGE OR LOSS		Remarks	13	
Name and address of the contractor:..... Name and address of establishment under which contract is carried on:..... Nature and location of the work:..... Name and address of Principal Employer:.....	Date of Recovery	Last Installment	12	
		First Installment	11	
	No of installment		10	
	Amount deduction imposed		9	
	Name of person in whose presence employee's explanation was heard		8	
	Whether workman showed cause against deduction		7	
	Date of damage or loss		6	
	Particulars of damage or loss		5	
	Designation/ Nature of Employment		4	
	Father's/ Husband's Name		3	
	Name of workman		2	
	Sl. No		1	

Form – XXII REGISTER OF ADVANCES		
Name and address of the contractor:.....		
Name and address of establishment under which contract is carried on:.....		
Nature and location of the work:.....		
Name and address of Principal Employer:.....		
Sl. No.	1	
Name of workman	2	
Father's/ Husband's Name	3	
Nature of Employment/ Designation	4	
Wage period and wages payable	5	
Date & amount of advance given	6	
Purposes to which advance to made	7	
Installment by which advance to be repaid	8	
Date and installment of amount repaid	9	
Date of which last installment paid	10	
Remarks	11	

Form – XXIII REGISTER OF OVERTIME		
Name and address of the contractor:.....		
Name and address of establishment under which contract is carried on:.....		
Nature and location of the work:.....		
Name and address of Principal Employer:.....		
Sl. No.	1	
Name of workman	2	
Father's/ Husband's Name	3	
Sex	4	
Designation/ Nature of Employment	5	
Date on which overtime worked	6	
Total overtime worked production in case of piece rated	7	
Normal rate of wages	8	
Overtime rate of wages	9	
Overtime earnings	10	
Rate on which overtime wages paid	11	
Remarks	12	

SKETCH OF CEMENT GODOWN



Section -6

Formats

DRAFT GUARATNEE BOND FOR EARNEST MONEY DEPOSIT

(To be issued by Approved Schedule Banks)

1. In consideration of Director, IISER TVM (Indian Institute of Science Education and Research, Thiruvananthapuram) (hereinafter called "The Director") having agreed to accept from(Name of the tenderer/company)(hereinafter called the said tenderer) a Bank Guarantee in Lieu of Earnest Money Deposit in Cash, under the terms and conditions contained in the Notice Inviting Tender (hereinafter referred to as N.I.T) for the work of bearing No.....and dated (hereinafter referred to as "the said works"), for Rs..... (Rupeesonly) in words. We the BANK (hereinafter called the said Bank) do hereby undertake to pay to IISER TVM the sum of Rs..... (RUPEESONLY) (in words), by reason of the said tenderer's failure to enter into an agreement of contract on institutions of acceptance of his tender and/or to convene the contract works and or failure to deposit the Performance Guarantee within the stipulated period as per the terms and conditions relating to and/or governing the contract and/or specified in the N.I.T.

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

3. We undertake to pay to the IISER TVM any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the tenderers shall have no claim against us for making such payment.

4. We (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for entering into the Agreement of contract and that it shall continue to be enforceable till all the dues of the IISER TVM under the terms and conditions of NIT for the work have been fully paid and its claims satisfied or discharged or till IISER TVM

certified that the terms and conditions of the N.I.T have been fully and properly carried out by the said tenderers and accordingly discharges this guarantee unless a demand or a claim we shall be discharged from all liability under this guarantee thereafter.

5. We,..... Bank further agree with the IISER TVM that the IISER TVM shall have the fullest liberty without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the N.I.T and/or terms and conditions governing the contract or to extend the time of validity of the offer from the said tenderer from time to time or to postpone for any time or from time to time any of the powers exerciseable by the IISER TVM against the said tenderer and to forbear or enforce any of the terms and conditions of the NIT and we shall not be relieved from our liability hereunder by reason of any such variation, or extension being granted to the said tenderer or for any forbearance act or omission on part of the IISER TVM or any indulgence by the IISER TVM to the said tenderer or by any such matter or thing whatsoever which under the law relating to surety/guarantee would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the tenderers.

7. We,
.....
..... (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the IISER TVM in writing.

8. This Guarantee shall be valid upto unless extended on demand by IISER TVM. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs..... (RUPEESONLY) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee, all our liabilities under this Guarantee shall stand discharged.

Dated theday of20..... for
..... (indicate the name of Bank)

DRAFT GUARANTEE BOND FOR PERFORMANCE GUARANTEE

In consideration of the Director, IISER TVM (hereinafter called "The IISER TVM") having offered to accept the terms and conditions of the proposed agreement between and (hereinafter called "the said Contractor(s)") for the work..... (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs..... (Rupees only) as performance guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We, (hereinafter referred to as "the Bank") hereby
(indicate the name of the Bank)
undertake to pay to the IISER TVM an amount not exceeding Rs.
(Rupees..... only) on demand by the IISER TVM.

2. We, do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the IISER TVM stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only).
3. We, the said bank further undertake to pay the IISER TVM any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of or liability for payment thereunder and the Contractor(s) shall have no claim against as for making such payment.

4. We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the IISER TVM under or virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the IISER TVM certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee.
5. We, further agree with the IISER TVM that the IISER TVM shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the IISER TVM or any indulgence by the IISER TVM to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid upto unless extended on demand by the IISER TVM. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the day of for (indicate the name of the Bank)

DRAFT BANK GUARANTEE BOND FOR SECURITY DEPOSIT

1. In consideration of the Director, IISER TVM (hereinafter called "The Director") having agreed to accept from (hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No..... dated made between and for the work(hereinafter called "the said Agreement") of Security Deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(RUPEESONLY). We(indicate the name of the Bank)(hereinafter referred to as the Bank") at the request ofContractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs..... (RUPEES ONLY) on demand by Government.

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

3. We undertake to pay to the IISER TVM any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the IISER TVM under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharges or till Engineer-in-charge on behalf of the IISER TVM certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee.

5. We,

.....
..... (indicate the name of the Bank) further agree with IISER TVM that the IISER TVM shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercise ably by the IISER TVM against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the IISER TVM or any indulgence by the IISER TVM to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

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

7. We,

.....
..... (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the IISER TVM in writing.

8. "This Guarantee shall be valid upto unless extended on demand by IISER TVM. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs..... (RUPEES ONLY) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee, all our liabilities under this Guarantee shall stand discharged.

Dated the day of20.....for
.....
..... (indicate the name of the Bank)

Note:-
Before a Bank Guarantee is accepted, an affidavit duly sworn in before a first class magistrate, may also be taken from the Contractor that he would keep the validity of the Bank guarantee intact by getting it suitably extended from time to time, at his own initiative, upto a period of twelve months for any other maintenance period prescribed in the agreement after the recorded date of completion of the work as directed by the Engineer-in-charge and indemnities the IISER TVM against any losses arising out of non encashment of Bank guarantee. Such an undertaking may be taken on a non-judicial stamp paper, as required, in the enclosed proforma.

GUARANTEE TO BE EXECUTED BY THE CONTRACTOR FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER SUPPLY AND SANITARY INSTALLATIONS

The agreement made this..... Day of Two thousand and between S/O..... (hereinafter called the GUARANTOR of the one part) and the ----- (herein after called the Client of the other part). WHEREAS THIS agreement is supplementary to the contract. (Herein after called the Contract) dated.....and made between the GUARANTOR OF THE ONE PART AND the Client of the other part, whereby the contractor interalia, undertook to render the work in the said contract recited structurally stable workmanship and use of sound materials.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the effect that the said work will remain structurally stable and guarantee against faulty workmanship, finishing, manufacturing defects of materials and leakages etc.

NOW THE GUARANTOR hereby guarantee that work executed by him will remain structurally stable, after the expiry of maintenance period prescribed in the contract for the minimum life of ten years, to be reckoned format the date after the expiry of maintenance period prescribed in the contract.

The decision of the Engineer- in- charge with regard to nature and cause of defects shall be final.

During the period of guarantee the guarantor shall make good all defects to the satisfaction of the Engineer- in- charge calling upon him to rectify the defects, failing which the work shall be got done by the Client by some other contractor at the guarantor's cost and risk. The decision of the Engineer –in- charge as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to make goods all the defects, commits breach there-under then the guarantor will indemnify the client and his successor against all loss, damage cost expense or otherwise which may be incurred by him by reason of any default on the part of THE GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the Client the decision of the Engineer in charge will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator. And by for and on behalf of the Client on the day, month and year first above written.

Signed sealed and delivery by OBLIGATOR in the presence of:

- 1.
- 2.

SIGNED FOR AND ON BEHALF OF ----- BY..... in the present of:

- 1.
- 2.

**GUARANTEE BOND TO BE EXECUTED BY THE
CONTRACTOR FOR WATER PROOFING TREATMENT
FOR BASEMENT/TERRACE/TOILETS.**

The agreement made this _____ day of _____ two thousand and _____ between _____ S/o _____ (hereinafter called the GUARANTOR of the one part) and the _____ (hereinafter called the Client of the other part).

WHEREAS this agreement is supplementary to a contract. (Herein after called the Contract)

dated _____ and made between the GUARANTOR OF THE ONE PART AND the Client of the other part, whereby the contractor interalia, undertook to render the structures in the said contractor of the work in the said contract recited completely water and leak proof.

THE GUARANTOR hereby guarantee that the water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be ten years to be reckoned from the date after the expiry of maintenance period prescribed in the contract. Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects.

The decision of the Engineer in charge with regard to cause of leakage shall be *final*. During the period of guarantee the guarantor shall make good all defects and in case of any defects being found render the structure water proof to the satisfaction of the Engineer in charge at his cost and shall commence the work for such rectification within seven days from the date of issue of notice from the Engineer in charge calling upon him to rectify the defects, failing which the work shall be got done by the Client through some other contractor at the guarantor's cost and risk. The decision of the *Engineer in charge* as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to execute the water proofing, or commits breach there-under then the guarantor will indemnify the Principal and his successor against all loss, damage, cost of expenses or otherwise which may be incurred by him by reason of any of any default on the part of the GUARANTOR in performance *and observance* of this supplementary agreement. As to the amount of loss and/or cost incurred by the Client on the decision of the Engineer in charge will be final and binding on the parties.

IN WITNESS WHEREOF those presents have been executed by the obligator _____ and by _____ by for and on behalf of _____ on the day, month and year first above written.

Signed sealed and delivered by OBLIGATOR in presence of:

1. _____ 2. _____

SIGNED FOR AND ON BEHALF OF _____ BY _____ In presence of:

1. _____ 2. _____

(To be furnished in Rs. 100 Non Judicial Stamp Paper)

CONTRACT AGREEMENT

This Agreement is made at _____ on the _____ day of _____ 2014 between _____ Indian institute of Science Education & Research, Thiruvananthapuram acting through _____ having its office at CET Campus, Engineering College P.O., Thiruvananthapuram (hereinafter called "Client" which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part.**

and
M/s _____, a Company incorporated under the Companies Act 1956 having Head Office at _____, (hereinafter called the "Contractor" which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part.**

Whereas IISER TVM is desirous that certain works should be executed, for
.....
hereinafter called the "The Project" and has accepted a Bid submitted by the contractor for the execution and completion of such works as well as guarantee of such works and the remedying of defects therein. NOW THIS AGREEMENT WITNESSTH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement Viz.

a) Volume – I

- Conditions of Contract

b) Volume- II

- Technical Specifications

c) Volume – III

- Bill of Quantities

d) Volume – IV

- Tender Drawings

e) All correspondence till award of contract i.e. addendum, LOA etc.

3. In consideration of the payment to be made by IISER TVM to the Contractor as hereinafter mentioned, the Contractor hereby covenants with IISER TVM to execute and complete the Project by _____ and remedy and defects therein in conformity in all respects with the provisions of the Contract.
4. IISER TVM hereby covenants to pay the Contractor in consideration of the execution and completion of the Project and the remedying of defects therein, the total Contract Price of Rs. _____ (Rs. _____ only) being the sum stated in the Letter of Award (LOA) subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. OBLIGATION OF THE CONTRACTOR

The Contractor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The contractor shall keep IISER TVM fully indemnified against liability of tax, interest, penalty etc, of the Contractor in respect thereof, which may arise.

IN WITNESS HEREOF the parties hereto have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Contractor

For and on behalf of the IISER TVM

Signature of the authorized official

Signature of the authorized official

Name of the Contractor

Stamp / Seal of the Contractor

SIGNED, SEALED AND DELIVERED

By the said

By the Said

on behalf of the IISER TVM in presence of

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

Section -7

PROFORMA OF SCHEDULES

(Operative Schedules)

SCHEDULE 'A'

Schedule of quantities/Bill of Quantities (BOQ) : **Attached as Vol-III of Contract document**

SCHEDULE 'B'

Schedule of materials to be issued to the contractor : **NIL**

SCHEDULE 'C'

Tools and plants to be hired to the contractor : **NIL**

SCHEDULE 'D'

Extra schedule for specific requirements/document for the work,if any : **NIL**

SCHEDULE 'E'

Reference to General Conditions of contract.

Name of Work : **Construction of Spillway Structure, Extraction well and Site development works at IISER Campus, Vithura-Balance works**

Estimated cost of work : **₹.418.00 Lakh**

(i) Earnest Money : **₹.8,36,000/-**

(ii) Performance Guarantee : **5% of tendered value**

(iii) Security Deposit : **5% of tendered value**

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS :

Officer inviting tender: **Registrar, IISER TVM**

Definitions:

2(v) Engineer-in-Charge : **Project Engineer Cum Estate Officer**

2(viii) Accepting Authority : **Registrar, IISER TVM**

2(x) Percentage on cost of materials and Labour to cover all overheads and profits: - **15%**

Clause 1

(i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance - **10 days**

(i) Maximum allowable extension beyond the period provided in (i) above - **05 days**

Clause 2

Authority for fixing compensation under clause 2

- **Registrar, IISER TVM****Clause 2A**

Whether Clause 2A shall be applicable

- **Yes****Clause 5**

(i) Number of days from the date of issue of letter of acceptance for reckoning date of start

- **15 days**

(ii) Time allowed for completion

- **08 Months****Milestone Chart**

Sl. No.	Description of Milestone (Physical)	Time allowed in days(from date of start)	Amount to be with-held in case of non achievement of milestone
1	Completion of Extraction well	120	₹.1,50,000/-
2	Completion of Spillway structure	150	₹.2,50,000/-
3	Completion of RCC wall concreting	210	₹.3,00,000/-
4	Completion of site development works, all other works and handing over	240	₹.3,50,000/-

Clause 7

Gross value of work to be done after effecting recovery towards advances. If any, since last payment for being eligible to interim payment

- **₹. 20,00,000/-****Clause 10A**

List of testing equipment to be provided by the contractor at site laboratory are as per Annexure-I and II

Clause 10B(ii)

Whether Clause 10B(ii) shall be applicable

- **Yes****Clause 10C**Component of labour expressed as percentage :
Of value of work- **25%****CLAUSE 10 CC**

Whether clause 10CC is applicable

- **NO****Clause 12**

12.2. & 12.3 Deviation Limit beyond which clauses 12.2 & 12.3 shall apply

(i) Foundations

- **100%**

(ii) Superstructure

- **30%**

Clause 16

Competent Authority for deciding reduced rates - **Engineer-in-charge**

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site:-

- | | | |
|---------------------------|------------------|--------------------|
| 1. Concrete Mixer Machine | 2. Weigh Batcher | 3. Vibrator |
| 4. Leveling Instrument | 5. Theodolite | 6. Welding Machine |

And as per the requirement at the site of work for the proper execution of the work and as directed by the engineer-in-charge

Clause 25

Constitution of Dispute Redressal Committee (DRC)	
Chairman:	Shri. Ravi J Verghis, Former Group Head, Construction & Maintenance Group VSSC/ISRO, Thiruvananthapuram
Member:	Smt. Annamma John Technical Member, I/C Generation Projects, Kerala State Electricity Board
Member:	Dean(Planning & Development),IISER TVM Or A Professor of IISER TVM to be nominated by Director.

Clause 36 (i)

Minimum Requirement of Technical Representative(s) to be deployed by the contractor and recovery Rate for non engagement

Sl. No	Designation (Principal Technical/ Technical representative)	Discipline	Minimum No.	Minimum Qualification of Technical Representative	Minimum Experience	Rate at which recovery shall be made per person per month from the contractor in the event of not fulfilling provision of clause 36 (i)
1	Principal Technical Representative	Civil Engineering	01	Graduate Engineer	05 Years	Rs. 15,000/-p.m.
2	Technical Representative	Civil Engineering	01	Graduate Engineer Or Diploma Engineer	NIL 05 Years	Rs. 10,000/-p.m.

The Retired Engineer/Asstt. Engineer who are holding Diploma may be treated at par with Graduate Engineers for the operation of the Clause

Clause 42 Not applicable

Annexure – I

A-List of Equipment for Field Testing Laboratory (Minimum)

1. Balances
 - (i) 7 kg. to 10 kg. capacity, semi-self indicating type – accuracy 10 gm.
 - (ii) 500 gm. Capacity, semi-self indicating type – accuracy 1 gm.
 - (iii) Pan balance- 5 kg. Capacity – accuracy 10 gms.
2. Ovens-electrically operated, thermostatically controlled upto 110°C – sensitivity 1°C.
3. Sieves: as per Is 460-1962.
 - (i) I.S. sieves – 450mm internal dia, of sizes 100mm, 80mm, 63mm, 50mm, 40mm, 25mm, 20mm, 12.5mm, 10mm, 6.3mm, 4.75mm, complete with lid and pan.
 - (ii) I.S. sieves – 200mm internal dia (brass frame) consisting of 2.36mm, 1.18mm, 600 microns, 425 microns, 300 microns, 212 microns, 150 microns, 90 microns, 75 microns, with lid and pan.
4. Sieve shaker capable of 200 mm and 300 mm dia sieves, manually operated with timing switch assembly.
5. Equipment for slump test – Slump cone, steel plate, tamping rod, steel scale, scoop.
6. Dial gauges, 25 mm travel – 0.01 mm/ division least count – 2 nos.
7. 100 tonnes compression testing machine, electrical-cum manually operated.
8. Graduated measuring cylinders 200 ml capacity – 3 Nos.
9. Enamel trays (for efflorescence test for bricks).
 - (i) 300 mm x 250 mm z 40 mm – 2 nos.
 - (ii) Circular plates of 250 mm dia – nos.
10. Cube Mould – as per requirement

Note: The above list is indicative and is bare minimum. However Contractors are advised to provide Laboratory Testing Equipments in required number so that Quality of work does not suffer due to shortage of Equipment.

Annexure – II

B-Field Testing Instruments (Minimum)

1. Steel tapes – 3m
2. Vernier calipers
3. Micrometer screw 25 mm gauge
4. A good quality plumb bob
5. Spirit level, minimum 30 cms long with 3 bubbles for horizontal vertical
6. Wire gauge (circular type) disc
7. Foot rule
8. Long nylon thread
9. Rebound hammer for testing concrete
10. Dynamic penetrometer
11. Magnifying glass
12. Screw driver 30 cms long
13. ball pin hamer, 100 gms
14. Plastic bags for taking samples
15. Moisture meter for timber
16. Earth resistance tests (for Electrical Divisions)
17. Meggar (for Electrical Divisions)

Note: The above list is indicative and is bare minimum. However Contractors are advised to provide Field Testing Equipments in required number so that Quality of work does not suffer due to shortage of Equipment.

SPECIAL CONDITIONS OF CONTRACT

1. Definitions and Interpretation

In construing these conditions, the specifications, Bill of Quantities and Contract agreement etc the following words and expression shall have the meaning herein assigned to them except where the subject and context otherwise require.

- (a) "Act of Insolvency" shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or Provincial Insolvency Act or any Act amending such original.
- (b) "Approved" means approved in writing, including subsequent written information of previous verbal approval and "approval" means approval in writing, including as aforesaid.
- (c) "As directed" means the direction given by the Engineer In-Charge/ Client / Project Management Consultant.
- (d) "Bill of Quantities" or "Schedule of items" means the schedule and quantities of items, materials and rates, summaries etc. priced and completed and as finally accepted.
- (e) "Constructional Plant" means all appliances or things of whatsoever nature required in or about the execution or maintenance of the Works but does not include materials or other things intended to form or forming part of the Works.
- (f) "Day" means a calendar day of 24 hours (beginning and ending at 00 hrs and 24 hrs respectively) irrespective of number of hours worked or not worked in that day.
- (g) "Week" means seven calendar days without regard to the number of hours worked or not worked in any day in that week.
- (h) "Month" means calendar month without regard to the number of days worked or not worked in that month.
- (i) "Architect / Design Consultant shall mean Architect appointed by the Client for preparation of design and Detailed Engineering as per scope.
- (j) The "Project Management Consultant (PMC)" means an agency appointed by the client and so notified, who will be responsible for Project Management on behalf of IISER.
- (k) The "Engineer-in-charge"/ "Engineer, IISER TVM" means the Engineering Officer authorized by the Client who shall be in charge of the work and who shall be so nominated by the client as mentioned in Schedule 'F' hereunder.
- (l) "IISER TVM or Client or Employer" means Indian Institute of Science Education & Research Thiruvananthapuram which invites tenders as specified in Schedule 'F' and shall include their legal representatives, employees and permitted agencies.
- (m) "Drawings" means the drawings prepared by the Architect/Consultant and issued by the Project Management Consultant and referred to in the tender and specifications and any modification of such drawings and such other drawings, calculations and technical information of a like nature as may, from time to time, be issued.
- (n) "I. S." means latest revision of 'Indian Standards Specification' issued by Bureau of Indian Standards.

- (o) "Specifications" means the specification included and / or referred to in the Tender document and any modification thereof or addition thereto as may from time to time be issued to the Contractor.
- (p) "In-house "Constructional Plant" means all appliances or things of whatsoever nature required in or about the execution or maintenance of the Works but does not include materials or other things intended to form or forming part of the Works.
- (q) "Materials" means the materials, apparatus, equipment, fittings, fixtures and all such other materials, which are incorporated in the work.
- (r) "Permanent Works" means the permanent works to be executed (including Plant) in accordance with the Contract.
- (s) "Temporary Works" means all temporary works of every kind required in or about the execution and completion or maintenance of the Works and the remedying of any defects therein.
- (t) "Urgent Works" means any urgent works which in the opinion of the Client becomes necessary at the time of execution and / or during the progress of work to obviate any risk of accident or failure or to obviate any risk of damage to the structure of services or required to accelerate the progress of the work for which becomes necessary for safety and security or for any other reason the Client may find it necessary.
- (u) "Notice in writing" or "written notice" shall mean notice in written, typed or printed characters, sent (unless delivered personally or otherwise proved to have been received) by registered post to the site office/ last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- (v) Words imparting the singular only also to include the plural and vice versa where the context requires.

The headings, subheadings and marginal notes (if any) and the catch lines and the Annexure hereto are meant only for convenience of reference and shall not be in any way be taken into account in the interpretation of these presents and the Annexure hereto. The Contractor shall have to carry out and complete the works in every respect in accordance with this contract.

2. Languages & Law

The ruling language in which the Contract and related aspects shall be drawn up shall be English only. Law means- law as applicable to site of work.

3. Specification & drawings

The drawings furnished to the Contractor shall be interpreted and identified by figured dimensions and nomenclature as indicated therein. On no occasion the drawings shall be scaled off and transferred to work.

In all cases where enlarged detailed drawings are given for any component of work, these drawings shall take precedence over those incorporated in general drawing to a comparatively smaller scale.

- a) Prior to the execution of the work, the contractor shall check all drawings, specifications and shall immediately report all errors, discrepancies and/or omissions discovered therein and obtain appropriate orders on the same. Any

adjustment made by the Contractor without prior approval shall be at his own risk, each description of item in the schedule of quantities shall be read in conjunction with the relevant drawings and the specifications and the Contractor's rate shall be deemed to be for such complete work unless otherwise specified by the Contractor while tendering.

- b) Cost of all shop drawings, or form work drawings and details to be furnished by the Contractor shall be deemed to be included in his tendered rates for the work. Accordingly approval to shop drawings or other fabrication drawings shall not be construed as authorizing award of additional work and as long as these belong to common individual scheme governed by specifications for which the Contractor has already quoted, no extra payment on any account will be admissible for all essential components that are to be necessarily executed to complete the work in all respects.
- c) Prior to submission for approval, the Contractor shall be responsible for thoroughly checking all drawings to ensure that they comply with the intent and requirements of the contract specifications and that they fit with the overall building layout. Drawing found to be inaccurate or otherwise in error will be returned for correction by the Contractor.
- d) The approval of drawing shall not be construed as a complete dimensional check, but will indicate only that the general method of construction and detailing is satisfactory. The Contractor shall be totally responsible for the dimensions and design, safety of the system evolved inclusive of providing interconnected operational accessories adequate enough to accomplish satisfactory completion of work.
- e) In case of difference between drawings and specifications, the specifications shall govern. Anything mentioned in the specification and not shown in the drawings or shown on the drawings but not mentioned in the specifications shall be like effect as if shown or mentioned in both.
- f) In case of errors, omissions and /or disagreement between drawings and specifications, etc. the following order of precedence shall apply:
 - i. Between the written or shown description or dimensions in the drawings and the corresponding one in the specification, the former shall be taken as correct.
 - ii. Between the written description of the item in the specifications and descriptions in the Bill of Quantities of the same item, the latter shall be adopted.
- g) The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguity or discrepancies in conditions or specifications the same shall be explained and adjusted by Project Management Consultant. In case the Contractor does not agree with the explanation given by the Project Management Consultant then the matter, on his written notice, will be referred to the Client and his decision shall be final and binding to the contractor.
- h) In all cases of omissions and /or doubts or discrepancies in any of the items or specifications, a reference shall be made to the Engineer-in-charge. Elucidation,

elaboration or decision of the Engineer-in-charge shall be considered as authentic. The Contractor shall be held responsible for any error that may occur in the work through lack of such reference and precaution.

4. Traffic interference

The Contractor shall conduct his operations so as to interfere as little as possible with the traffic. When interference to traffic is inevitable, notice of such interference shall be given to the Engineer-in-charge well in advance (at least 2 days). The Contractor shall take all precautionary and other measure, such as providing warning signals, temporary diversions etc., all as directed by the Engineer-in-charge. The Contractor shall exercise full care ensure that no damage is caused by him or his workmen, during the operations, to the existing structures, water supply and power lines etc. The cost of any such damage and risks arising out of this shall be entirely borne by the Contractor.

5. Commencement and Completion of work and proper schedule

The maintenance period for the work shall be twelve months and any defects noticed during the period shall have to be rectified by Contractor at his cost, failing which the action taken for rectification by Engineer-in-charge shall be final.

6. Scope of Contract

The contract comprises the construction, completion, commissioning/handing over remedying the defect of the works and except in so far as the Contract otherwise stipulates the provision of all labour, materials, constructional plant, machinery temporary works and everything whether of a temporary or permanent nature required in and for such construction, completion and maintenance so far as necessary for providing the same as specified in or reasonably to be inferred from the Contract.

7. Drawings

(a) Tender Drawings

The tender drawings furnished by the Design Consultant are for Tender Purpose only and are intended as a guide to the Bidder / Contractor and give general layout of buildings and general information of the structures and general positions of utilities, services and equipment's only. Contractor's quoted rate for any item should not be based on any measurement, quantity, and specification from these drawings. Any claim raised by the contractor in this regard shall not be valid in this contract and shall not be accepted by the Client.

(b) Issue and custody of drawings & specifications

The contractor shall be furnished free of cost three copies of all drawings prepared by the Architect/Design consultant and all further drawings issued during the progress of the works. The contractor shall keep one copy of all drawings at the works site and the Client shall at all reasonable time have access to the same.

Before the issue of the final certificate to the contractor, he shall forthwith return all drawings and specifications.

The drawings shall be provided to the Contractor as per the schedule (prepared at the starting of the works during the progress of work and necessarily updated or revised time to time) mutually agreed by the Engineer-in-charge and the Contractor.

From time to time during the course of contract revised drawings may be issued to the Contractor and the Contractor shall ensure that all superseded drawings are removed from site and stored in a lockable cabinet as directed.

The Contractor shall maintain complete up to date Register of drawings to be maintained at site. All drawings shall be properly filed and indexed for ready reference.

The contractor shall ensure that only the valid up to date drawings are used for setting out, construction and preparation of shop drawings etc.

Detail drawings in all cases shall be worked to in preference to those of a more general nature and figured dimensions were indicated shall be followed in preference to scaled dimensions.

(c) Working Drawings

Working drawings shall mean any of all drawings, required for satisfactory execution of the work except Bar Bending Schedule, shop and fabrication drawings. Three sets of all the working drawings shall be provided to the contractor.

Bar Bending Schedule, shop and fabrication drawings etc. will not be provided. The Contractor shall have to prepare the Bar Bending Schedule, shop and fabrication drawings etc. free of cost, if required for any of the items of work. Five copies of these drawings each including for revision will be submitted to Engineer-in-charge for approval. Before executing the item, shop drawings should be approved by Engineer-in-charge.

The Contractor shall be entirely responsible for co-ordination of entire work at site including the works carried out and shall ensure that all necessary working drawings are properly prepared & executed by the Contractor.

Review and approval will not extend to means, methods, techniques, sequences or procedures of construction. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

(d) As-Built Drawings (related to working drawings)

"As Built Drawings" shall be provided by Contractor at the time of handing over and shall be prepared by the Contractor at his own cost.

As-built drawings shall be under preparation from the onset of the contract, in order that all minor amendments and discrepancies from the "Working Drawings" are incorporated. To ensure that this requirement is complied with The Engineer-in-charge shall inspect the drawings on his request as the Works proceed. The Contractor shall submit 4 sets of "As Built" drawings along with soft copy in CD. One shall be transparency and others shall be prints.

8. Disruption of Progress

- (a) The Contractor shall give adequate advance notice to the Engineer-in-charge whenever planning or progress of the Works is likely to be delayed or disrupted unless any further drawing or order, including a direction, instruction or approval is received. The notice shall include details of the drawing or order required explaining why and by when it is required and of any delay or disruption likely to be suffered if it is late.

9. **Drawings and Instructions**

The contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Engineer-in-charge. Drawings and/or written instructions, details, directions and explanations which are hereafter collectively referred to as "Engineer-in-charge Instructions" in regard to:

- (a) The variation or modification of the design, quality or quantity of items of works or the addition or omissions or substitution of any item.
- (b) Any discrepancy in the drawings or between the bill of quantities and/or drawings and/or specification.
- (c) The removal from the site of any material brought thereon by the contractor and the substitution of any other material thereof.
- (d) The removal and/or re-execution of any works executed by the contractor.
- (e) The dismissal from the works of any persons employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects under clause thereof are collectively referred as "Drawings and instructions".

The contractor shall forthwith comply with and duly execute any work comprised such as Engineer-in-charge's instructions provided always that verbal instructions, directions and explanations given to the contractor or his representative upon the works by the Engineer-in-charge, shall, if involving a variation, be confirmed in writing by the contractor within seven days, and if not dissented from in writing within a further seven days by the Engineer-in-charge, such shall be deemed to be Engineer-in-charge instructions within the scope of the contract

10. **Contractor's General Responsibilities**

(a) Execution of works:

The Contractor shall, subject to the provisions of the Contract, and with due care and diligence, execute and complete the Works & remedy any defects therein in accordance with the Contract. The Contractor shall provide all labour, including the supervision thereof, materials. Constructional Plant and Machineries and all other things, whether of a temporary or permanent nature, required in and for such execution, completion, maintenance and remedying of any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.

The contractor is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the bill of quantities and instructions in respect of such additional items and their quantities will be issued in writing by the Engineer-in-charge.

The contractor shall have to use materials from the makes / manufacturers specified in the list of materials of approved brand and/or manufacture contained in the contract documents and as approved by Engineer-in-charge after due consent by Client. Wherever different pattern/ Design/ Quality of materials with same specification/ make as specified in the contract, is available in the market, Engineer-in-Charge will approve

the pattern/ Design/ Quality of the material/ item which shall be final and binding on the contractor.

Engineer-in-charge is empowered to cancel an approval of material if it is found subsequently that approved material once brought at site and tested does not meet the requirement as specified in the contract. In such case approval will be accorded for alternate material.

(b) Adequacy, stability and safety:

The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of construction.

(c) Temporary works and arrangements:

The Contractor shall furnish to the Engineer-in-charge full particulars of all temporary works necessary for the execution of the works. The Engineer-in-charge may comment on the Contractor's proposals if they consider that modifications should be made. The Contractor shall be solely responsible for the stability and safety of all temporary works. The Engineer-in-charge will indicate the site(s) for such temporary works and the Contractor will have to restrict his requirements to the same. Should it be necessary to shift the temporary works to some other allotted place during the execution of the works, the Contractor shall do so, when informed by the Engineer-in-charge, at his own cost and without delay or demur. Such shifting of temporary works may be in part or in full.

(d) Initial and Final Clearance of site for temporary works:

The Contractor shall be responsible for the clearance of the site of all scrub, debris, rubbish, etc. to be removed off site to a location approved by the Engineer-in-charge. The structures, services and works required to be demolished and removed shall also be removed off site to a location as mentioned above. The Contractor shall obtain necessary permissions and approvals from the local authorities for such disposals. The demolition shall include digging, excavating and removal of substructures, foundations and buried works. The cost of all this shall be borne by the Contractor.

The above is applicable for all site offices, labour camps, and go-downs etc., which are not required after the works is fully completed.

(e) Storage, Cleaning and Dewatering

The Contractor shall at all the times during construction keep the Site clean and free from all debris and unwanted materials on a daily basis as per instructions of the Engineer-in-charge.

Storage of materials shall be in an organized manner and in proper compartments as directed by Engineer-in-charge. Storage on suspended floors shall not be permitted unless specifically approved in writing by the Engineer-in-charge for specific materials in specific locations and in approved manner. Engineer-in-charge shall be furnished with load details, if requested, before seeking approval for storage.

Regular cleaning operations shall be undertaken to remove all dust, debris, waste materials etc. A cleaning schedule shall be maintained.

Contractor shall make his own arrangement for storage of those materials, which can be accommodated at site. Contractor shall be fully responsible for safe custody of the same. Materials shall be considered as "Delivered at Site" only after the physical

presence of materials at site are verified by the Engineer-in-charge. Stores elsewhere shall not be eligible for being considered as "Delivered at Site."

Contractor shall be responsible to keep entire site free from water due to water coming from any source at any level and shall protect all materials and works from being damaged by the water from any source. Contractor shall make proper arrangements for drainage prior to use of water for curing, testing, cleaning etc.

Any expenditure incurred by the Contractor in fulfillment of his obligations under this sub-clause shall be deemed to have been included in the Contract Sum.

(f) Coordination of builders work required for services and Installation of equipment's:

The Contractor shall co-ordinate the requirements for openings/cut-outs/inserts/ fixtures for internal and external services installations in accordance with the requirements of the relevant drawings.

The Contractor's attention is also drawn to the fact that all openings/chases, etc. shall be left in the building work as it proceeds and not cut-out subsequently except in so far as may be necessary due to subsequent authorized instructions. The Contractor shall therefore obtain necessary builders work details in such order and in such time as to enable them to be checked and approved by the Engineer-in-charge before the actual construction is planned to take place.

11. Operation & Storage Areas

All operations of the Contractor shall be confined to areas authorized by Engineer-in-charge and the storage of materials shall be over sites specifically indicated by the Engineer-in-charge. The Contractor shall be obliged to keep the premises in hygienic conditions by proper drainage of the areas, provided with suitable approaches, throughout the period of contract. He shall rectify all damages caused to any IISER TVM property within the are thus allotted. He shall be responsible to clear all vegetation at site at his own cost.

12. Transportation of Equipment and materials

It shall be the Contractor's responsibility to transport all equipment and materials to the job site at his own expense. The Contractor shall use only established roadways or construct and use such temporary roadways as may be necessary and approved by the Engineer-in-charge. When it is necessary to cross curbing or sidewalks, protection against damage shall be provided by the Contractor. Any damage caused to roads, curbs, sidewalks etc., shall be repaired by the Contractor at his own expense.

13. Inspection

The work shall be carried out under the directions of the Engineer-in-charge subject to inspection by the representative appointed by Engineer-in-charge to ensure strict compliance with the terms, specifications and conditions of the contract. Any failure on the part of the Engineer-in-charge or his representative during the progress of inspection of work to discover any defective work or to reject materials not up to standards shall not be deemed to have been accepted and should not be construed as waived. Any defects noticed either during the period of construction or after the completion up to a period of 12 months from the date issue of certificate of completion, the Contractor is liable to carry out all repairs/rectifications at his/their own cost to the satisfaction of the IISER TVM. Further in the event of the Contractor using substandard/inferior quality of materials which at future date is not susceptible to replacement, for structural reasons or otherwise and if concurrence is given for retention of such structure, the Engineer-in-

charge will have necessary authority to recover a proportionate sum decided as per his discretion. In case the structure with the use of substandard or inferior material cannot be retained in the work as per the opinion of the Engineer-in-charge, portion or portions of such structure/work shall be dismantled and replaced new by the Contractor at his own cost. Partial or entire occupancy of the premises shall not be construed as the acceptance of the work or materials incorporated in the work. No changes whatsoever to any provision of the specification shall be made without written authorization from the Engineer-in-charge.

14. Schedule of Quantities

Schedule of probable quantities in respect of the work are liable to alterations, omissions, deductions or additions.

15. Tender Rates

Statutory deductions, where, in pursuant to statutes of appropriate Government, it becomes obligatory to IISER TVM to deduct Sales Tax from the amount payable to Contractor would be deducted as per the relevant sales tax act, applicable for the contracted work, as amended from time to time, as the rates specified under the said act, from the amounts payable to the contractor in respect of such works contract.

The Contractor when called for by the IISER TVM should furnish detailed analysis in support of the rates quoted by him against each item of tender. The IISER TVM reserves the right to utilize the analysis thus supplied in settling any deviations or claims arising on this contract.

16. Watching & Lighting

The Contractor shall throughout the execution and completion of the Works and the remedying of the site and the Works and the remedying of any defects therein have full regard for the safety of all persons entitled to be on the site and keep the site and the Works in an orderly state appropriate to the avoidance of danger to such persons and in connection with the Works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Engineer-in-charge, or by any duly constituted authority, for the execution and for the protection of the Work, and/or for the safety and convenience of the public or others and take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to person or property of the public or others resulting from pollution, noise and other causes as a consequence of his methods of operation.

17. Care of Works

From the commencement to the certified completion of the whole of works, the contractor shall take full responsibility for the care thereof and of all temporary works and in case any damage loss or injury shall happen to the works or to any part thereof or to any temporary works from any cause whatsoever save and except the expected risks as defined in sub-clauses of Clause 12.

The contractor shall at his own cost repair and make good the same so that on completion, the works shall be in good order and condition and conformity to every respect with the requirements of the contract and Engineer-in-charge's instructions. The contractor shall also be liable for any damage to the works occasioned by him including his subcontractors in the course of any operations carried out by him for the purpose of completing any outstanding work and complying with his obligations under clause 32 hereof. The contractor shall indemnify the Employer from all risks on this account.

18. Force Majeure

(a) Force Majeure

- i) Any failure or delay in the performance by either party hereto of its obligations under this Contract shall not constitute a breach thereof or give rise to any claims for damages if, and to the extent that it is caused by occurrences beyond the control of the party affected, namely, acts of God, floods, explosions, wars, riots, storms, earthquakes, insurrection, epidemic or other natural disasters. The party so affected shall continue to take all actions reasonably within its power to comply as far as possible with its obligations under this Contract. The affected party shall promptly notify the other party after the occurrence of the relevant event and shall use every reasonable effort to minimize the effects of such event and act in all good faith with due care and diligence.
- ii) In the event of the effect of force majeure continuing beyond the period of One hundred and eighty (180) days, the parties shall mutually decide whether or not to terminate this Contract. In the event of termination of contract the contractor shall be paid for the work done and which has been accepted and certified by the Engineer-in-charge and shall not assert any additional claims against the Client.

19. Contractor's Superintendence

- (a) The contractor shall be solely responsible for the means, methods, techniques sequence and procedure of construction. The Contractor shall be responsible to see the completed work complies accurately with the Contract Document.

The Contractor shall give or provide all necessary superintendence during the execution of the Works.

(b) Contractor's Senior Representative for Execution & Coordination of Works

The Contractor shall have on site all times during working hours throughout the course of the Contract at least one Competent senior representative who shall be empowered to make decisions binding on the Contractor in respect of all matters likely to arise in connection with the execution & coordination of the works at the site and shall keep the Engineer-in-charge informed at all times about the name and designation of such representative. Any direction, explanations, instructions or notices given by the Engineer-in-charge /Client to such representative shall be held to be given to the Contractor. In case of absence of Senior Representative from the site other alternative representative must be available at site with same powers.

The curriculum vitae (CV) of the following key personnel proposed to be deployed at site for the entire duration is also required to be submitted.

- Director/Project Coordinator
- Project Managers
- Construction Engineers
- Project Engineers
- Billing Engineers
- Quality Control Engineers
- Planning Engineers
- Safety Engineer

It may please be noted that the contractor under normal circumstances would not be allowed to replace the key personnel during the execution of the contract. However, for any reasons, due to unavoidable circumstances if it becomes necessary in the interest of the project to replace any one / all the above key personnel the contractor must submit

the CV of the new personnel (having similar qualification and experience) to the Engineer-in-charge for approval.

(c) Contractor's Employees

The Contractor shall provide and employ, Engineering staff/Technical Assistants on the site, in connection with the execution/completion of works and remedying any defects therein. The Engineering staff / Technical Assistants shall be appropriately qualified, skilled and experienced in their respective disciplines/trades, for proper supervision, ensuring quality, and output of the work they are required to supervise, and also such skilled, semi-skilled and unskilled labour as are necessary for the proper and timely execution, completion of work and remedying any defects in the works. No child labour shall be employed on the work.

(d) Removal of Contractor's Employees

The Contractor shall on the direction of the Engineer-in-Charge immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Engineer-in-Charge be incompetent or misconduct himself and such person shall not be again employed on the works without the permission of the Engineer-in-charge.

(e) Unauthorized Persons

No unauthorized persons are allowed on the site. The Contractor shall instruct all such persons to keep out and shall take steps to prevent trespassing. However the contractor will make sure to provide free access at any time for Engineer-in-charge/IISER TVM to the site and other working places.

20. Compliance with Statutes, Regulations, etc.

The contractor shall conform to the provisions of any statute, ordinance, law, act of the legislature relating to the works, and to the regulations and by-laws of any local or other duly constituted authority and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected. The Contractor shall keep the Client and Engineer-in-charge indemnified against all fines or penalties or liability of every kind for breach of any such statutory ordinance, law act of the legislation, regulations, and byelaws as aforesaid.

The contractor shall before making any variations from the drawings or specifications that may be necessitated by so regulations give to the Engineer-in-charge written notice, specifying the variation proposed to be made and the reasons for making it and apply for instructions thereon. The contractor will not execute any work without written permission from the Engineer-in-charge.

The contractor shall bring to the attention of the Engineer-in-charge all notices required for execution by the said acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Engineer-in-charge.

21. Setting out

The contractor shall be responsible for the true and proper setting-out of the Works in relation to original points, lines and levels or reference issued by Engineer-in-charge in drawing or in writing and for the correctness, subject as above mentioned, of the position, levels, dimensions and alignment of all parts of works and for the provision of all necessary instruments, appliances and labour in connection therewith. If, at any time

during the progress of the works, and during defects liability period, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required to do by the Engineer-in-charge and / or Client or his authorized representative shall at his own cost, rectify such error to the satisfaction of the Engineer-in-charge. The checking of any setting out or of any line or level by the Engineer-in-charge shall not in any way relieve the Contractor of his responsibility for the correctness thereof. The Contractor shall carefully protect and preserve the benchmarks; sight-rails, pegs and other things used in setting-out the Works. Any rectification works required should be done by the Contractor at his own cost.

22. Quality of Materials, Workmanship and Tests

- (a) All materials and workmanship shall be the best of the respective kinds described in the Contract and shall be subjected from time to time to mandatory tests at the place of manufacture or fabrication or on the Site or at an approved testing laboratory. The source of supply and / or manufacturing within/ outside India may be inspected by the Client / any representative as nominated by the client.

The contractor shall upon the instruction of the Engineer-in-charge's representative furnish him with documentation to prove that the materials & goods comply with the requirements of contract and for requirement stated above. The Engineer-in-charge may issue instruction in regard to removal of material from site or any work, if these are not in accordance with the contract. The contractor shall provide such assistance instruments, machinery, labour and materials as are normally required for examining, measuring, sampling and testing and material or part of work before incorporation in the works for testing as may be selected and required by the Engineer-in-charge.

Client may carry out Third Party Quality Assurance/Audit by an independent agency/ individual/firm/institute at any time. The agency will be permitted and offered all support related to site inspection by the contractor. Improvements/changes suggested therein will be carried out without any extra cost.

(b) Samples

- i) All samples of adequate numbers, sizes, shades & pattern as per specification shall be supplied by the contractor without any extra charge. Contractor shall submit Samples to the Engineer-in-charge for approval. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site, detailed literature / test certificate of the same shall be provided instead to the satisfaction of the Engineer-in-charge and Architect. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalogue numbers and the use for which intended and otherwise as Engineer-in-charge may require to review the submittals for the limited purposes required by paragraph (d) below. The numbers of each Sample to be submitted will be as specified in the Specifications, or as shall be specified by the Engineer-in-charge. All approved samples shall be properly marked with signature of the Engineer-in-charge and shall be available at the site for inspection at any time. The sample room will be made and maintained with all the samples approved till the end of warranty period / defect liability period.

ii) Submittal Procedures

- (a) Before submitting each Sample, Contractor shall have determined and verified all materials with respect to intended use, fabrication, shipping, handling, storage, assembling and installation pertaining to the performance of the Work and All information relative to Contractor's sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programmers' incident thereto.

- (b) Each submittal will bear a specific written indication that Contractor has satisfied Contractor's obligation under the Contract Documents with respect to Contractor's review and approval of that submittal.
- (c) At the time of each submission, contractor shall give Engineer-in-charge specific written notice of such variations if any that the sample submitted may have from the requirements of the contract document, such notice to be separate from the submittal and in addition shall cause a specific notation to be made on each sample submitted for review and approval of each such variation
- iii) Review and Approval: Sample shall be reviewed and approved only to determine if the items covered by the submittals will, after installation or incorporation in the work, conform to the information given in the contract documents and be compatible with the design concept of the completed project functioning as a whole as indicated by the contract documents, drawings.
- iv) Review and approval will not extend to means, methods, techniques, sequences or procedures of construction. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by Engineer-in-charge and submit as required new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for and by Engineer-in-charge and Architect on previous submittals.
- v) Above referred review and approval Samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Document unless Contractor has in writing called Engineer-in-charge's attention to each such variation at the time of submission as specified above and received written approval of each such variation by specific written notation thereof incorporated in or accompanying the Sample approval; nor will any approval by Engineer-in-charge and Architect relieve Contractor from responsibility for complying with the requirements of contract.
- vi) Only when the samples are approved by the Engineer-in-charge, the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the Engineer-in-charge for identification and shall be kept on record at site office until the completion and acceptance of the work and shall be available at the site for inspection / comparison at any time. The contractor shall keep with him a duplicate of such samples to enable him to process the matter.
- vii) For items of works where the samples are to be made at the site, the same procedure shall be followed. All such samples shall be prepared at a place where it can be left undisturbed until the completion of the project.
- viii) The Engineer-in-charge shall communicate the comments/ approval to the Contractor to the samples at his earliest convenience. Any delay that might occur in approving of the samples for reasons of its not meeting with the specifications or other discrepancies, inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipment's etc. shall be to the account of the contractor. In this respect the decision of the Engineer-in-charge/Client shall be the final.
- ix) On delivery of the supplies of materials / equipment's for permanent works at the site, the contractor shall specifically arrange to get the supply inspected by the Engineer-in-charge and compared with the approved sample and his specific obtained before using the same in the work.

(c) Cost of Tests

The testing charges shall be borne by the Client as intended by or provided for the Contract or as found necessary by the Engineer-in-charge for ascertaining whether the quality of materials intended to be used by the Contractor in the Works is acceptable, whether any finished or partially finished work is appropriate for the purposes which it was intended to fulfil. However the cost of making samples, transportation etc. shall be borne by the Contractor.

(d) Standards and codes

The Contractor shall at his cost provide one set of approved standards and codes to which the Proposed materials, items and works to be executed shall conform. Such a set shall be handed over to client and Engineer-in-charge for ready reference. All materials, items and works, when submitted for approval shall have reference of Tender Specifications and drawings and of clauses of relevant standard codes for acceptance criteria.

(e) Testing facilities

The Contractor shall, at his own cost, provide testing facilities as per CPWD scale at site as stipulated in the Contract document.

In respect of tests carried out in other approved laboratories, as stipulated in the contract document / as directed by the Engineer-in-charge, the Contractor shall arrange for taking samples, testing etc. The charges/testing fee will be borne by the Client.

f) The contractor shall prepare Quality Control Manual duly considering the above and the Quality Control document of the Engineer-in-charge and get it approved by the client for compliance.

23. Government Labour Laws

The contractor has to follow strictly the Government labour acts, which are in force at present and all necessary arrangements for labour will have to be made by the Contractor.

24. Obtaining Information related to Execution of work

No claim by the contractor for additional payment will be entertained which in consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the works, nor will any misunderstandings or the obtaining of incorrect information or the failure to obtain information relieve him from any risks or from the entire responsibility for the fulfillment of the contract.

25. Access for Inspection

Persons nominated by client/Architect/Design Consultant/ Engineer-in-charge and their respective representatives shall at all reasonable times have free access to work and/ or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall extend necessary service to Client, Architect/Design Consultant and Engineer-in-charge and their representatives every facility necessary for checking measurements, inspection and examination and test of the materials and workmanship.

26. Examination of Work before covering up

(a) No part of the works shall be covered up or put out of view without the approval of the Engineer-in-charge and the contractor shall afford full opportunity for the Engineer-in-charge to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The contractor shall give due notice to the Engineer-in-charge whenever any such work or foundation is or ready or about to be ready for examination and the Engineer-in-charge shall attend the same.

(b) **Uncovering and making openings**

The contractor shall uncover any part or parts of the works or make openings in or through the same as the Engineer-in-charge may from time to time direct and shall reinstate to make good such part or parts to the satisfaction of the Engineer-in-charge. No extra payment will be paid for this.

27. Assignment

The contractor shall not, without the prior consent of the Engineer in charge assign the Contract or any part thereof, or any benefit or interest therein or there under, otherwise than by:

- A change in favour of the Contractor's bankers of any moneys due or to become due under the Contract, or
- Assignment to the Contractor's insurers (in case where the insurers have discharged the Contractor's loss or liability) of the Contractor's right to obtain relief against any other party liable.

The Contractor shall not sub-contract the whole of the Works. The Contractor shall not subcontract any part of the Works without the prior consent of the Client, except where otherwise provided by the Contract. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen. Such Permission may be granted only for the super specialized work etc and the decision of Client shall be final.

28. Claims

The contractor shall send to the Engineer in charge once in a every month an account giving particulars as complete and fully detailed as required for any claim for additional payments, to which the contractor may consider himself entitled and of all extra or additional / substituted work ordered by the Engineer-in-charge /Client which he has executed during the preceding month subject to provisions under relevant clauses of the contract hereof.

29. Variations

(a) The Engineer-in-charge with the prior approval of the Competent Authority in determining revised quantity, form or quality shall make and variation in the form, quality or quantity of the works or any part thereof that may necessary and for that purpose or if for any other reason it shall, in his opinion be desirable, he shall with the prior approval of the Client order the contractor to do and the contractor shall do any of the following, subject to the provisions of other contract conditions.

- i) Increase or decrease the quantity of any work included in the contract
- ii) Omit any such work
- iii) Change the character or quality or kind of any such work
- iv) Change the levels, lines, positions and dimensions of any part of the works.
- v) Execute additional work of any kind necessary for the completion of the works.
- vi) Change any specified sequence or timing of construction of any part of the work.

No such variation shall in any way vitiate or invalidate the contract, but the cost, if any, of all such variations shall be taken in account for payment to the contractor as an addition or adjustment to the amount of the contract sum. Provided that where the issue of instruction to vary the works is necessitated by some default or breach by the contractor or for which he is responsible, any additional cost attributable to such default or breach shall be borne by the contractor.

- b) Orders for variation to be in writing

The contractor shall make no such variations without the concurrence of Engineer-in-charge provided that no concurrence shall be required up to 02% increase/decrease in the quantity.

30. Inspection and Testing

- (a) Inspection & Testing during manufacture

The Engineer-in-charge /Client shall be entitled during manufacture to inspect, examine and test on the contractor's premises during working hours the materials and workmanship and check the progress of manufacture of all fabrication materials to be supplied under the contract, and if part of the said materials is being manufactured on other premises the contractor shall obtain for the Engineer-in-charge permission to inspect, examine and test as if the said plant were being manufactured on the contractor's premises. Such inspection, examination or testing if made shall not relieve the contractor from any obligation under the contract.

- (b) Facilities for Testing at Manufacturer's Works

Where the contract provides for tests on the premises of the contractor or of any sub-contractor the contractor shall provide such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as may be requisite and as may be reasonably demanded to carry out such tests efficiently.

- (c) Certificate of Testing

As and when fabrication materials shall pass the tests referred in this clause, the Engineer-in-charge shall furnish to the contractor a certificate in writing to that effect.

- (d) Rejection

If as a result of such inspection, examination or test of the works (other than a Test on Completion) the Engineer-in-charge shall decide that such material is defective or not in accordance with the contract he shall notify the contractor accordingly stating in writing his objection and reasons thereof. The contractor shall make good the defect or ensure that the material complies with the Contract. Thereafter, if required, the tests shall be repeated under the same terms and conditions till satisfactory results are made available.

(e) Inspection Reports

The contractor shall provide the Engineer-in-charge with five copies of reports of all inspection and tests.

31. Virtual Completion Certificate

When the whole of the Works have been substantially and virtually completed and have satisfactorily passed any final test that may be prescribed by the Contract and is fit for occupation / use:-

- (a) The Contractor shall give a notice to that effect to the Engineer-in-charge accompanied by an undertaking to finish any outstanding work during the Defects Liability Period. Such notice and undertaking shall be in writing and shall be deemed to be a request by the Contractor.
- (b) The Engineer-in-charge shall review whether the works are completed in such a condition so as to be put to its proper or other intended final use and / or occupied without any short comings and no major or minor items of works are remaining which in the opinion of the Engineer-in-charge will cause undue difficulties in satisfactory use/ occupation of the Works

32. Defects after completion

(a) **General**

Any defect, shrinkage, settlement or other faults which if appearing within the "Defects Liability Period" arising due to poor quality of materials or workmanship, shall upon the direction in writing of the Client/ Authorized representative of the owner of the Institute, and within such reasonable time as shall be specified therein, be attended and made good by the contractor, at his own cost. In case of default the Client may employ and pay other persons to make good such defects, shrinkage, settlements or other faults and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damage, loss and expenses shall be recoverable from the bills due or may be deducted from any money that may become due to the contractor, or may in lieu of such amending and making good by the contractor deduct from any sum due to the contractor, the amount to be determined by the Client.

(b) Cost of Execution of Work of Repair, etc.

All such works shall be carried out by the Contractor at his own expense if the necessity thereof shall, in the opinion of the Client, be due to the use of materials or workmanship not in accordance with the Contract, or due to neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract.

(c) Contractor's personnel to be at site

During the defects liability period the contractor shall retain at least one of his authorized representative at site along with required tradesmen.

33. Approval and acceptance

(a) Provisional Acceptance

The work shall be deemed to have been provisionally accepted after fulfillment of the following by the Contractor.

- i). Submitting As-Built Drawings, Catalogues, Brochures, and Data Sheets, manuals in the form as directed by the Engineer in Charge
- ii). Obtaining Certificate of Completion from the Engineer-in-charge
- iii). Obtaining approvals from the local authorities as required for occupation and use of the works and handing over such certificates to the Client if such items included in the duties or responsibilities of the Contractor by the contract. Contractor is required to take approval from respective authorities for his own work. However, for building permission etc. approval from local authorities will be the responsibility Architect/Design Consultant.

(b) Certificate of Final Completion

The contract shall not be considered as completed until a Certificate of Final Completion shall have been issued by the Client/ Architect/ Engineer-in-charge stating that the Works have been completed to their satisfaction and remedying / rectifying of defects have been satisfactorily performed.

34. Works by Other Agencies

The Client and Engineer-in-charge reserves the right to use premises and any portion of the site for the execution of any work not included in this contract which it may desire to have carried out by other persons simultaneously, and the contractor shall allow the reasonable facilities for the execution of such work, but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the contract and the contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

35. Insurance Policies

- (a) Contractor shall take Contractor's All Risk Policy and Third Party Insurance or other insurance policies in the joint name of the Contractor and CLIENT and keep it valid against all loss or damages to the Works, Materials, Equipment, Persons and Properties from whatever cause arising for which he is responsible under the terms of the Contract, other than the expected risks, and in such manner that the Client, Architect, Engineer-in-charge and Contractor are covered for the period as stipulated for entire duration including the Defects Liability Period and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with the obligations.
- (b) In the event of the Insurance Policies are taken and kept valid by the contractor, whenever claims need to be made for any matter or thing in respect of the insurance covers under the Insurance Policies, it shall be the responsibility of the Contractor to lodge such claims and to follow up and obtain the payments for the claims from the Insurance Companies. Should the Client suffers any losses and / or damages in connection with the works and the Contractor is unable or unwilling to get such losses and/or damages recompensed by the insurance companies, the Client shall recover the amounts in respect of such losses and/or damages from the Contractor by way of deductions made from any money that may be payable or that may become payable to the Contractor.
- (c) Irrespective of whether the Insurance Policies referred under sub-clause above are taken by the Contractor or not and whether the Policies are kept valid or not notwithstanding anything stated in the sub-clause as above of this clause, the Contractor shall indemnify the Client from all the compensations and claims that may arise due to loss and

damages to the works, materials, equipment, persons and properties on account of Contractor's operations at site during the period and also Defects Liability period and the Contractor shall be responsible, liable and bound to the Client to compensate or make good or replace the loss or damage arising out of any whatsoever as directed by the Client.

36. Dues not paid by the Contractor

The contractor shall pay all dues or fees to Statutory authorities and Electric and Water supply authorities etc. wherever required within due period and indemnify the Client and the **Engineer-in-charge** from any claims or compensations or penalties or damages arising out of non-payment of any such dues or fees. However, in case some dues or fees are not paid by him / and or claims for compensations or penalties etc. are raised by the Statutory authorities, the Client may deposit the required amount for any or all of the above and recover or deduct the same from any money payable to the contractor by the Client or any other means available to the Client such as bank guarantee.

37. Specifications

The various works indicated in the schedule shall be carried out strictly in accordance with the detailed specification whether actually mentioned or not. Where specifications are not available in this document, such work shall be carried out strictly in accordance with CPWD specification and if there is no detail in CPWD specification book then it shall be executed as per Bureau of Indian Standard specification. In the case there is no such specification in Bureau of Indian Standards the work shall be carried out in a respect in accordance with the instructions and requirement of the Engineer-in-charge.

38. Urgent Repairs

If, by reason of any accident, or failure, or other event occurring to or in connection with the works, or any part thereof, either during the execution of the works, or during period of Defects Liability any remedial or other work or repair, shall, in the opinion of the Client be urgently necessary for the safety of the Works and the Contractor is unable or unwilling at once to do such work or repair, the Client may employ and pay other persons to carry out such work or repair as the case may be and Client may consider necessary. If the work or repair so done by the other agency is the work which, in the opinion of the Engineer-in-charge /Client the Contractor was liable to do at his own expense under the Contract, all expenses incurred by Other agency in so doing shall be recoverable from the Contractor by the .Client, or may be deducted by the Client from any sum due or which may become due to Contractor.

39. Boreholes & Exploratory Excavation

If, at any time during the execution of the Works, the Engineer-in-charge /Client shall require the Contractor to make boreholes or to carry out exploratory excavation, such requirement shall be ordered in writing and shall be deemed to be an additional item ordered under the provisions unless a provisional sum in respect of such anticipated work shall have been included in the schedule of items.

40. Fossils, Etc.

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the works shall be the property of the IISER TVM.

41. Plant Temporary Works & Materials

(a) Plant, etc. Exclusive use for the Works

All Constructional Plant, Temporary Works and materials provided by the Contractor shall, when brought on to the Site, be deemed to be exclusively intended for the execution of the Works and the Contractor shall not remove the same or any part thereof except for the purpose of moving it from one part of the Site to another, without the consent, in writing of the Engineer-in-charge, which shall not be unreasonably withheld.

(b) Removal of Plant etc.

Upon completion of the Works, the Contractor shall remove from the Site all the said Constructional Plant and Temporary Works remaining thereon and any unused materials provided by the Contractor, within 10 days of obtaining the completion certificate.

42. Operations and Maintenance Manual

The Contractor shall also provide and submit to the CLIENT two copies in a durable plastic case of the operating and Maintenance Instruction Manuals as may be applicable for the works. The arrangement of these manuals shall be as follows:

- SECTION A: Index
- SECTION B: Full set of Indexed Photographs showing all salient features of the Project.
- SECTION C: Description and details of materials, items and fittings and fixtures used for the project along with Catalogues & Addresses of the Suppliers.
- SECTION D: Planned maintenance instruction and dates for order replacements.
- SECTION E: List of recommended Spare parts of consumables.
- SECTION F: List of "As-Built" Drawings (related to Working/Shop drawings)

Until the Drawings, prints, transparencies and manuals referred to above have been received and approved by the Engineer-in-charge Contract shall not be considered as complete and payment of sum will be withheld until such drawings, etc. have been submitted to and approved by the Engineer-in-charge/Client and the cost of providing such records including proper submission thereof is deemed to be included in the Contract Sum quoted by the Contractor.

43. Reports by Contractor

- (a) The contractor shall maintain daily weather record. Any other inclemency in weather shall be recorded.
- (b) The Contractor shall file daily category-wise labour report. The report shall indicate scheduled requirement against actual strength.

- (c) The Contractor shall prepare Weekly Reports of planned and actual progress of work and subsequent week's scheduled work. These will also include material procurement status. These reports shall be submitted to the Engineer-in-charge & shall be reviewed in Review / Co-ordination Meetings.
- (d) The Contractor shall submit Monthly Progress Report as per format approved by Engineer-in-charge.
- (e) The Contractor, as directed by the Engineer-in-charge /Client shall prepare other Progress Charts and Schedules as may be required.

44. Compliance to Environmental Management Plan during Construction

The contractor shall comply to the following requirements to the protect the environment. Any cost involved in this regard shall be deemed to be included in the quoted rates of various items in the BOQ/Schedule of quantities.

(i) Safety and Hygiene of Workers

Provide required level of sanitation / safety facilities/other amenities such as community toilets, community kitchen, and suitable sewage disposal. Potable water required for drinking purpose shall be arranged for construction workers to ensure the health and safety of the workers during construction, with effective provisions for safety equipment's or machinery such as:-

All dangerous parts of machinery are well guarded and all precautions for working on machinery are taken.

Maintain hoists and lifts, lifting machines, chains, ropes and other lifting tackles in good condition.

Use of durable and reusable formwork systems to replace timber formwork and ensure that formwork where used is properly maintained.

Ensure that walking surfaces or boards at height are of sound construction and are provided with safety rails and belts. Provide protective equipment's such as helmets.

Provide measure to prevent fire. Fire extinguisher and buckets of sand to be provided in fire-prone area and elsewhere.

Provide sufficient and suitable light for working during night.

Ensure that measures to protect workers from materials of construction, transportation, storage and other dangers and health hazards are taken.

Ensure that the construction firm / division / company had sound safety policies.

Comply with the safety procedure, norms and guidelines (as applicable) as outlined in the Contract Document.

Adopt additional best practices and prescribed norms as in NBC 2005.

Contractor shall provide for his labour camp, community kitchen and shall use LPG or Diesel / kerosene oil as fuel. Contractor shall ensure that labourer do not cut trees and use as fuel.

Ensure the use of personnel protective devices by construction workers.

Health surveillance and treatment of workers by qualified doctor supported by one nurse and dispensary may be employed during construction phase.

(ii) Reduce Air Pollution during Construction

Ensure that the vegetation is cleared only from the areas where work will start right away. Much areas where vehicles do not ply. Apply gravel rock to the areas where mulching / paving is impractical.

Ensure that water spraying is carried out by wetting the surface by spraying water on

- (i) Any dusty material.
- (ii) Areas where demolition work is carried out.
- (iii) Any unpaved main-haul road and
- (iv) Areas where excavation or earth moving activities are to be carried out.

Cover and enclose the site by

- (i) Providing hoardings of not less than 3m high along the site boundary, next to a road or other.
- (ii) Public area.
- (iii) Providing dust screen, sheeting or netting to scaffold along the perimeter of a building.
- (iv) Covering stockpiles of dusty material with impervious sheeting.
- (v) Covering dusty load on vehicles by impervious sheeting before they leave the site and
- (vi) Transferring, handling/storing dry loose materials like bulk cement and dry pulverized fly ash inside a totally enclosed system.

Adopt measures to prevent air pollution in the vicinity of the site due to construction activities. There is no standard reference for this. The best practices should be followed (as adopted from international best practice documents and codes).

The contractor shall undertake the responsibility to prevent air pollution (dust and smoke) ensure that there will be adequate water supply/storage for dust suppression, devise and arrange methods of working and carrying out the work in such a manner so as to minimize the impact of dust on the surrounding environment and provide experienced personnel with suitable training to ensure that these methods are implemented. Prior to the commencement of any work, the method of working, plant equipment and air pollution control system to be used on-site should be made available for the inspection and approval of the Engineer-in-Charge to ensure that these are suitable for the project.

Dumpers carrying muck and construction waste shall have to be covered.

(iii) Reduce Noise Pollution during Construction

All construction equipment / machinery shall be good quality which produces less noise and cause minimum pollution to the environment. All equipment shall be maintained timely and periodical servicing shall be carried out.

Contractor shall ensure that no drilling and blasting work is carried out at night time. The construction workers exposed to noise making construction activity shall use personal protective devices like Ear muffs or ear plugs etc.

(iv) Reduction in Waste during Construction

The Contractor shall ensure maximum resource recovery and safe disposal of wastes generated during construction and to reduce the burden on landfill.

Employ measures to segregate the waste on-site into inert, chemical or hazardous wastes. Recycle the unused chemical / hazardous wastes such as oil, paint, batteries and asbestos. The inert waste shall be disposed off to Municipal Corporation / local bodies dump yard and landfill sites.

Contractor shall ensure that non-biodegradable materials like plastic, paints, emulsion, oils etc. are recycled and shall be taken away by a recycler for this purpose.

Contractor shall prepare a waste management plan before start of the work and submit to the Engineer for his approval. The plan shall show the name proposed recycling firms, the expected quantity of waste and tentative timing of disposals.

(v) Preserve and Protect Landscape during Construction

1. To preserve the existing landscape and protect it from degradation during the process of construction select proper timing for construction activity to minimize the disturbance such as soil pollution due to spilling of the construction material and it's mixing with rainwater. The application of erosion control measures include protection of slopes greater than 10%. Sedimentation Collection System and run-off diversion systems shall be place before the commencement of construction activity. The preservation and protection of the existing vegetation by non-disturbance or damage to specified site areas during construction. A tree survey shall be carried out and data shall be recorded before starting construction activity. The trees that are retained on site are protected during the construction period using the following measures:

Ensure that the damage to roots shall be prevented during trenching, placing backfill, driving or parking heavy equipment's. The dumping of trash, oil, paint and other material is detrimental to plant health. These activities should be restricted to the areas outside of the canopy of the trees.

Ensure that the trees are not used for support; their trunks should not be damaged by cutting and carving by nailing posters and advertisements or in any other way.

Ensure that the lighting of fires or carrying out heat or gas emitting construction activity within the ground covered by canopy of the trees is not permitted.

The young trees of saplings identified for preservation within the construction site must be protected using tree guards of approved specification.

Maintenance activities should be performed, as and when needed, to ensure that vegetation remain healthy.

2. Stage/Divide the construction area into two or more sections to minimize the area of soil that will be exposed at any given time. Staging shall be done to separate undisturbed land from land disturbed by construction activity and material storage. Measures shall be followed for collecting drainage water run-off from construction areas and material storage sites and diverting water flow away from such polluted areas. Temporary drainage channels and perimeter dike/swale shall be constructed to carry the pollutant laden water directly to the treatment device or facility (municipal sewer line). The contractor shall make a plan which shall indicate how the above are accomplished on

site well in advance of the commencement of the construction activity for approval of Engineer-in-Charge.

3. Spill prevention and control plans should clearly state measures to stop the source of the spill. Measures to contain the spill and measures to dispose the contaminated material and hazardous wastes. It should also state the designation of personnel trained to prevent and control spills. Hazardous wastes include pesticides, paints, cleaners and petroleum products.
4. A soil erosion and sedimentation control plan should be prepared by the contractor as approved by the Engineer-in-Charge prior to construction and should be applied effectively. Measures for prevention of top soil are given below:

Top soil, which is rich in organic content and essential for new vegetation, shall be stripped to a depth of 20 cm from the areas proposed for buildings, roads, paved areas and external services. It shall be stockpiled to a height of 40 cm in designated areas and reapplied during plantation of the proposed vegetation. The top soil shall be separated from the sub soil debris and stones larger than 50 mm in diameter. The stored top soil may be used as finished grade for planting areas.

Sedimentation basin, a temporary dam or basin at the lowest convenient point of the site shall be constructed for collecting, trapping and storing sediment produced by the construction activities. A flow detention facility shall also be constructed for reducing peak run-off rates. This would also allow most of the sediments to settle before the run-off is directed towards the outfall.

The contractor shall make Contour trenching. Contour trenching is an earth embankment or ridge-and-channel arrangement constructed parallel to the contours, along the face of the slope, at regular intervals on the lengths and slopes greater than 10% (1:10). They are used for reducing run-off velocity, increasing the distance of overland run-off flow. They are also used to hold moisture and minimize sediment loading of surface run-off.

45. Office Accommodation for Contractor, Engineers and other staff / Other facilities

- (i) The Contractor shall provide and maintain necessary office(s), workshops, stores, sanitary facilities, canteens etc. for themselves and their staff at site with the approval of the Engineer-in-Charge. A suitable layout for this shall be made and got approved by the Engineer-in-Charge.
- (ii) All temporary buildings and facilities shall be removed on completion of the project or at any earlier date as directed by the Engineer.

The expenses for obtaining statutory approvals wherever necessary for the above and maintenance of the same as well as running expenses shall be borne by the contractor at no extra cost.

- (iii) The Contractor shall install and maintain telephones/ fax facility with required extensions and computers having latest configuration and internet facility at his own cost and shall pay all the bills for the calls/charges and maintenance.

46. Labour Camp

The Contractor has to make their own arrangements for providing accommodation and other facilities for the labourers nearer to the site. **Accommodation for labourers inside the campus is not permitted.**

47. Miscellaneous

(a) Monthly Progress Photographs

The Contractor shall arrange at his own cost to maintain a progress record of the works by taking postcard size colour photographs (preferably digitized photographs) minimum 6 Nos. or more per month or fortnight as directed by the Engineer-in-charge during the constructions stages and after completion and shall supply one set to the CLIENT and one set to the Engineer-in-charge at no extra cost. These photographs shall also be submitted as part of the contractors R.A. Bills. The Contractor will be required to submit monthly reports on the progress of his work as per the format approved by the Engineer-in-charge.

(b) Safety Regulations

Contractor shall be fully responsible for the safety of his Employees/Visitors/Contract Labour/Sub-Contractors Labour. The Contractor shall provide first-aid box readily available at site. The Contractor shall provide all safety measures as per labour safety rules applicable

(c) Labour Laws

The Contractor shall strictly adhere to all labour laws prevailing in the region. The contractor shall make timely payment of wages of his labour and the wages paid to the labour shall be equal to or more than the minimum wage prevailing at the time of payment. The Contractor shall comply with all applicable labour legislation.

(d) By-Laws of Statutory Authorities

The Contractor and his labour shall not violate municipal/sanitation/health or any other byelaws.

(e) Tax Deduction at Source

Taxes and surcharge as applicable, shall be deducted from the amount paid to the Contractor towards the value of the work done.

(f) General Lighting and Securities

The Contractor shall, throughout the execution, completion and remedying of the defects, provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or recommended by the Engineer-in-charge or by any duly constituted authority for the protection, of the works or for the safety and convenience of the public or others.

(g) Technical Examination

The Client shall have the right to cause Audit and Technical Examination of the works . The bills of the contractor including all supporting vouchers, abstracts, etc. to be made as per payments of the final bill and if as a result of such Audit and Technical

Examination any sum is found to have been overpaid in respect of any work done, the contractor shall be liable to refund the amount of over payment and it shall be lawful for the CLIENT to recover the same from the security deposit or Performance Security of the contractor or from any dues payable to the contractor. If it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him, the amount of such under payment shall be duly paid.

In the case of any audit examination and recovery consequent on the same the contractor shall be given an opportunity to explain his case and the decision of the CLIENT shall be final.

In the case of Technical Audit, consequent on which there is a recovery from the contractor, recovery should be made with orders of the Accepting authority whose decision shall be final. All action under this clause should be initiated and intimated to the contractor within the period of twelve months from the date of completion.

(h) Site Order book

For the purpose of quick communication between Engineer-in-charge and the Contractor / his representative, site order book shall be maintained at site as described below:

Any communication, relating to the works may be conveyed through recording in the site order book. Such a communication from Engineer in charge to the Contractor shall be deemed to have been adequately served in terms of the contract. The site order book shall have machine numbered pages and shall be carefully maintained and preserved by the Engineer in Charge.

- (i) No idling charges or compensation shall be paid for idling of the contractor's labour, staff or P&M etc. on any ground or due to any reason whatsoever.
- (ii) Contractor shall mobilize and employ sufficient resources for completion of all the works as indicated in the agreed programme BAR CHART / Network Chart. No additional payment will be made to the contractor for any multiple shift work or other incentive methods contemplated by him in his work schedule even though the time schedule is approved by Engineer-in-charge.
- (iii) Steel conforming to BIS specifications (latest edition) shall be procured from as per approved list by the client by the contractors. The manufacturer has to give a certificate that the material supplied is not a re-rolled product. Relevant vouchers & test certificates will be produced by the contractor. Reinforcement steel, structural steel shall be stored and stacked in such manner so as to facilitate easy identification, removal etc. The contractor shall take proper care to prevent direct contact between the steel and the ground/ water for which he shall provide necessary arrangement at his own cost including ensuring proper drainage of area to prevent water logging as per directions of the Engineer-in-charge. Steel shall also be protected, by applying a coat of neat cement slurry over the bars for which no extra payment shall be made. Test certificates for each consignment of steel shall be furnished and tests to be got carried out from the authorized laboratory as per the directions of Engineer-in-charge, before incorporating the materials in the work.
- (iv) Pre-construction anti-termite treatment shall be carried out in co-ordination with the building work and shall be executed in such a manner that the civil works are not hampered or delayed by the anti-termite treatment. The waterproof treatment shall be of type and specifications as given in the schedule of quantities. The treatment against water-proofing of basement, roofs, water retaining areas and termite infestation shall be and remain fully effective for a period of not less than 10(Ten) years to be reckoned from

the date of expiring of the Defect Liability period, prescribed in the contract. At any time during the said guarantee period if the client or his representative finds any defects in the said treatment or any evidence of re-infestation, dampness, leakage in any part of buildings or structure and notifies the contractor of the same, the contractor shall be liable to rectify the defect or give re-treatment and shall commence the work or such rectification or re-treatment within seven days from the date of issue of such letter to him. If the contractor fails to commence such work within the stipulated period, the the client or his representative may get the same done by another agency at the Contractor's cost and risk and the decision of the Engineer -in- Charge for the cost payable by the contractor shall be final and binding upon him. Re-treatment if required shall be attended to and carried out by the Contractor within seven days of the notice from the client or his representative. Water proofing and anti-termite treatment shall be got done through approved / specialized agencies only with prior approval of the client or his representative. During the execution of work, if any damage shall occur to the treatment already done, either due to rain or any other circumstances, the same shall be rectified and made good to the entire satisfaction of the client or his representative by the contractor at his costs and risks.

- (v) Marine plywood or steel plates of minimum thickness as approved by Engineer-in-charge shall be used for formwork. The shuttering plates shall be cleaned and oiled after every repetition and shall be used. The number of repetitions allowed for plywood and steel shuttering shall be depending upon the condition of shuttering surface after each use and the decision of Engineer-in- Charge in this regard shall be final and binding on the contractor. No claim whatsoever on this account shall be admissible.
- (vi) RECORDS OF CONSUMPTION OF CEMENT & STEEL - For the purpose of keeping a record of cement and steel received at site and consumed in works, the contractor shall maintain records in the form approved by the Engineer-in-charge, showing columns like quantity received and used in work and balance in hand etc. The contractor's representative shall sign this register daily and Engineer-in-charge's representative.
- (vii) In case cement or steel quantity consumed is lesser as compared to the theoretical requirement of the same as per CPWD (as the case may be) specifications/ norms, the work will be devalued and/ or a penal rate (i.e. double the rate at which cement/ steel purchased last) recovery for lesser consumption of cement/ steel shall be made in the item rates of the work done subject to the condition that the tests results fall within the acceptable criteria as per CPWD (as the case may be) specifications otherwise the work shall have to be dismantled and redone by the contractor at no extra cost. In case of cement, if actual consumption is less than 98% of the theoretical consumption, a recovery shall be affected from the contractors dues at the penal rate for the actual quantity which is lower than 98% of theoretical consumption.
- (viii) The contractor shall prepare and finalize a ' Quality Assurance Programme' within 15 days from letter of acceptance Engineer-in-charge shall also carryout quality audit and quality surveillance of systems and procedures of Contractor's quality control activities. The Quality Assurance Programme of Contractor shall generally cover the following:
 - a) Procedure for selection and approval of material sources.
 - b) Type, frequency, sampling and procedure of tests at site and laboratories.
 - c) Work instruction for various stages of work.
 - d) Formats for carrying out various tests.
 - e) Checklist for Construction Practices.

The instruction/ approvals given by the Engineer-in-charge to contractor shall hold good if not objected by the client. In case instructions and approvals are given by client, the same shall supersede the instruction of Engineer-in-charge. In all cases decision of the Client shall be final and binding on the contractor.

- (ix) The contractor shall co-operate with other agencies working in the same project, compare plans, specifications and the time schedules and so arrange his work such that there will be no interruption/stoppage of the works.

However, the Contractor shall afford necessary facilities to execute the work simultaneously with other agencies executing the works for the same project. The Client shall entertain no claim on this account.

48. Role of Architect /Design consultant

Interaction & follow-up with Local/State/National/International statutory authorities and obtain approvals, no objection certificates, and commencement certificate, completion certificates, etc.

(i) Construction Phase

- Architect/Design Consultant will initiate activities that will be necessary in the performance of the services in accordance with the Master Plan. In case any change is required in design it will be attended. Any clarification required by clients/ Project Management Consultant/ contractor on design/drawing matters will also be attended.
- Approval of Sample

The Architect/Design Consultant will be involved in selection of samples wherever required by the client.

(ii) Post – Construction Phase

- Conduct inspection after confirmation from the client that the project is practically complete.
- Prepare a snag list; advise the Implementation Agency(s) to make good the defects within a specific period
- Upon completion of the remedial works, conduct a final inspection together with the Client and his representatives.

(iii) Final Acceptance

- After all defective works are made good certify to the effect that the project is completed in conformity with the provisions of the contract.
- Issue Certificate of Final Completion
- Submit the required documents to the statutory authorities after completion and obtain NOC for commissioning the facilities/ services as required.

(iv) As-Built Drawings

Review AS-BUILT drawings prepared by the Contractor prior to final drafting.

49. Declaration for standard specifications

I/We also declare that I/We possess a copy of standard specification as published by CPWD for Civil/Mechanical/Electrical/AC works a copy of "Specification for Roads

and Bridges published by MORTH for Road works" and shall carry out all items of works as per these specifications and as per relevant Indian standards as required by IISER TVM.

I/We * also declare that I/We have *perused in detail and examined closely the specifications and I/We * agree to be bound by and comply with all such specifications for this work.

I/We * declare that the work will be carried out as per the specification in tender document and as per the specifications said above. The items of work not covered in the specifications said above will be carried out as per the specifications in the relevant CPWD/MORTH specifications, and if not covered in such specifications the work will be carried out as in the relevant specifications of Bureau of Indian Standard, and if not covered in any of the above, the work will be carried out as directed in writing by the Engineer-in-charge.

I/We * declare that the rates quoted by me/us are on the basis of the above.

Date:

Signature of
Contractor with Stamp

*Strike out whichever is not applicable