

CONDITIONS OF CONTRACT

DEFINITIONS

1. The "Contract" means the documents forming the tender and acceptance thereof and the formal agreement executed between IISER TVM and the Contractor, together with the documents referred to therein including these conditions, the specifications, design, drawings and instructions issued from time to time by the Engineer, IISER-TVM 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 contexts otherwise required have the meanings, hereby respectively assigned to them.
 - a. The expression "Works" or "Work" shall unless there is something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
 - b. The "Site" shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - c. The "Contractor" shall mean the individual or firm or company, whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individual or the persons composing such firm or the successors of such firm or company and the permitted assignee of such individual or firm or firms or company.
 - d. The "IISER-TVM" means the Director of IISER-TVM and his successors.
 - e. The "Engineer, IISER-TVM"/ "Engineer-in-charge" means the authorized Engineer of IISER as the case may be or the appropriate competent authority declared by the Director and shall supervise and be in charge of the work and who shall sign the contract on behalf of the Director, IISER-TVM.

Words imparting singular number include plural number and vice-versa.

CLAUSE 1

PERFORMANCE GUARENTEE

- 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 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 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 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 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 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 terminated 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 1 A

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 10% 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 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 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 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 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.

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. Government 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.

CLAUSE 2 :

COMPENSATION FOR
DELAY

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor, shall be reckoned from the fifteenth day unless specified otherwise after the date on which the order to commence the work is issued to the Contractor. The work shall be throughout the stipulated period of the Contract be proceeded with all due diligence and the Contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Engineer, IISER-TVM whose decision in writing shall be final may decide on the amount of estimated cost of the whole work as shown in the tender for every day that the work remains uncommenced or unfinished, after the proper dates. And further to ensure good progress during the execution of the work, the Contractors shall be bound in all cases in which the time allowed for any work exceeds one month (Save for special jobs) to complete one eighth of the whole of the work, before one fourth of the whole time allowed under the contract has elapsed, three eighth of the work before half of the whole time allowed and three fourth of the whole work before three fourth of such time has elapsed. However for special jobs if a time schedule has been submitted by the contractor and the same

has been accepted by the Engineer, IISER-TVM, the Contractor shall comply with the said time schedule. In the event of the Contractor failing to comply this condition, he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Engineer, IISER-TVM, whose decision in writing shall be final, may decide on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed ten percent of the estimated cost of the work as shown in the tender.

CLAUSE 3:

DETERMINATION / RESCISSION OF CONTRACT

The Engineer, IISER-TVM may without prejudice to his right against the Contractor in any respect of any delay or inferior workmanship or otherwise or to any claims or damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not 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, IISER-TVM a notice in writing to rectify, reconstruct or replace any inefficient or otherwise improper or unworkmen like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter or if the Contractor shall delay suspend the execution of the work so that either in the judgment of the Engineer, IISER-TVM, which shall be final and binding, he will be unable to secure completion of the work by the date for completion or he had already failed to complete work by that date.
- (ii) If the Contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a **receiver** or a manager or which entitle the court to make a winding up order.
- (iii) If the Contractor commits any acts mentioned in clause-21 hereof.
- (iv) If the Contractor commits breach of any of the terms and conditions of this contract.

When the Contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-charge on behalf of IISER-TVM shall have powers;

- a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the Contractor under the hand of the Engineer-in-charge shall be conclusive evidence). Upon such determination or rescission, the Security Deposit of the Contractor shall be liable to be forfeited and shall be absolutely at the disposal of the Government. "If any portion of Security Deposit has not been paid or received it would be called for and forfeited.
- b) To employ labour paid by the IISER and to supply materials to carry out the works or any part of the work debiting the Contractor with the cost of labour and the price of the materials (of the amount of which cost and price certified by the Engineer, IISER-TVM shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and the same rates as if it has been carried out by the Contractor under the terms of his Contract.

The certificate of the Engineer, IISER-TVM as to the value of the work done shall be final and conclusive against the Contractor, provided always that action under the sub clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the IISER are less than the amount payable to the Contractor at his agreement rates, the difference should not be paid to the Contractor.

- c) After giving notice to the Contractor to measure up the works of the Contractor and to take such "whole or the balance" part thereof as shall be unexecuted out of his hands and to give it to another Contractor to complete in which case any expenses which may be incurred in excess of sum which would have been paid to the original Contractor if the whole work had been executed by him (of the of which excess, of certificate in writing of the Engineer, IISER-TVM shall be final and conclusive) shall be borne and paid by the original Contractor and may be withheld from any money due to him by Government under this contract or any other account whatsoever or from his Security Deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be. If the expenses incurred by IISER-TVM are less than the amount payable to the contractor at his agreement rates the difference shall not be paid to the contractor.

In the event of the above said amounts falling short the amount or amounts claimed by the Government shall be entitled to withhold from the original Contractor and have lien to retain to the extent of such claimed amount or amounts referred supra from any sum

or sums found payable to the Contractor or any other Contractors account whatsoever, pending finalization or adjudication of any such claim and the Contractor will have no claim for interest or damage what-so-ever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor.

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 IISER-TVM or any other person or persons contracting on behalf of the IISER-TVM against any claim of the IISER-TVM or such other person or persons in respect of payment of a sum arising out of or under any other contract made by the Contractor with the IISER-TVM or with such other person or persons.

It is an agreed term of the contract the sum of the money so withheld or retained under this clause by the IISER-TVM will be Kept withheld or retained as such by the IISER-TVM till any claim arising out of or in the same contract or any other contract is either mutually settled or determined under Arbitrator or by the competent court as the case may be and that the Contractor shall have no claim for interest or damages what-so-ever on this account or on any other ground in respect of any sum of money with held or retained under this clause and duly notified as such to the Contractor.

In the event of any one or more of the above courses 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 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 there to for 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 4:

CONTRACTORS REMAIN
LIABLE TO PAY
COMPENSATION, IF ACTION
NOT TAKEN UNDER
CLAUSE3: POWERS TO TAKE
POSSESSION OF OR
REQUIRE REMOVAL OF OR
SELL CONTRACTOR'S PLANT

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 shall not be exercised, the non-exercise hereof 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) 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 or 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, 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:

EXTENSION OF TIME The time allowed for execution of the Works 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 letter of acceptance/Schedule F. If the Contractor commits default in commencing the execution of the work as aforesaid, the Department 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 the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items 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 Department to supply, or
- (vii) non-availability or break down of tools and Plant to be supplied or supplied by Department 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 it's 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:

COMPLETION CERTIFICATE Within ten days of the completion of work, the Contractor shall give notice of such completion to the Engineer-in-charge and within ten days of 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 certificate of completion, otherwise a provisional certificate of completion indicating the 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 such certificate of completion provisional or otherwise shall be issued nor shall the work be considered to be complete until the Contractor shall have removed from the premises on which the work shall be executed all scaffolding surplus materials and rubbish and all huts and sanitary arrangements required for this or their work people on the site in connection with execution of works shall have been erected or constructed by the Contractor and cleaned off the dirt from all the wood works, doors, windows, walls, floors or which other parts of any building in upon or about the work is to be executed or any of which he may had possession for the purpose of execution thereof and not until the work shall have been measured by the Engineer-in-charge. If the Contractor shall fail to comply with requirements of this clause as to removal of scaffoldings, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning of dirt on or before the date fixed for the completion of the 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 things fit clean of such dirt as aforesaid, and the Contractor shall forthwith pay the amount of all expense so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the same thereof.

CLAUSE 6A:

When the annual repair and maintenance work is carried out, the splashes and droppings from whitewashing, color washing, painting etc., on walls, floors, doors, windows etc., shall be removed and the surface cleared 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 or work in the contract. In case the Contractor fails to comply with requirement of this clause, the Engineer-in-charge shall have the right to get this work done at the cost of the Contractor either Departmentally or through another agency. Before taking such action, the Engineer-in-charge shall give ten days notice in writing to the Contractor.

CLAUSE 6B:**COMPUTERIZED
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 department 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 department 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 department. 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 department.

The contractor shall also submit to the department 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 department 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 7:

**PAYMENT ON INTERMEDIATE
CERTIFICATE TO BE
REGARDED AS ADVANCES**

No payment shall be made for works estimated to cost Rupees Twenty thousand or less till after the whole of the works shall have been completed and the certificate of completion given. But in case of works estimated to cost more than Rupees Twenty thousand the Contractor shall, on submitting the bill be entitled to receive a monthly payment proportionate to the part thereof then executed to the satisfaction of Engineer-in-charge whose certificate of the sum so payable shall be final and conclusive against the Contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re erected or be considered as admission of the due performance of the contract, or any part thereof in any respect, or the accruing of any claim, shall it conclude, determine or affect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the Accounts or otherwise, or in any other way vary or affect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the Accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the Contractor within one month of the date fixed for the completion of the work from the date of the certificate of completion furnished by the Engineer-in-charge and payment shall be made within three months if the amount of the contract plus that of the additional items is upto Rs. 5 lakhs and in 6 months if the same exceeds Rs. 5 lakhs, of the submission of such bill, if there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months or six months as the case may be. The Contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do this, his claim shall be deemed to have been fully waived and absolutely extinguished.

Whenever there is likely to be delay in recording detailed measurements for making a running payment in the case of residential buildings, advance payments without detailed measurements for works done (other than foundations and finishing items) upto (a) lintel level (including such shades etc) and (b) slab level for each floor worked out at 75% of the tendered rates, may be made in the running account bills by the Engineer-in-charge at his discretion on the basis of a certificate from the Engineer-in-charge to the effect that the work has been completed upto the level in question.

The advance payments so allowed shall be adjusted in the subsequent running bill by taking detailed measurements thereof. Final payment shall be made only on the basis of the detailed measurements.

Terms of Payment for (i) AC works (ii) Mechanical works viz., cranes, Monorail, special conveyor system, sliding doors, platforms, passenger/service lifts, compressed air facility, hot water guarantors, rotors, flash mixers and agitators. 76.5% pro-rata payment on delivery of equipment and subject to acceptance by conducting necessary tests. 13.5% pro-rata payment on completion of erection 10.0% on completion of testing, commissioning and handing over.

CLAUSE 8:

BILLS TO BE SUBMITTED
MONTHLY

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

CLAUSE 8A:

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

CLAUSE 9:

BILLS TO BE ON PRINTED
FORMS

The Contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge and the charges in the bills shall always be entered at the rates specified in

the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

CLAUSE 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 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.

Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-à-vis IISER TVM.

CLAUSE 10

STORES SUPPLIED BY THE DEPARTMENT If the specification or schedule of items provided for the use any special description of materials to be supplied from Engineer-in-charge's stores, or if it is required that the Contractor shall use certain stores to be provided by the Engineer-in-charge as shown in schedule of materials hereto annexed, the Contractor shall use certain stores to be provided by the Engineer-in-charge as shown in schedule of materials hereto annexed, the Contractor shall be bound to procure and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the Contract only and the value of the quantity of materials so supplied at the rates specified in the said schedule of materials may be set off or deducted from any sum then due, or thereafter to become due to the Contractor under the Contract, or otherwise or against or from the Security Deposit, or the proceeds of sale thereof if the same is held in IISER-TVM securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials so supplied to the Contractor shall

remain absolute property of IISER-TVM, and shall not be removed on any account from the site work, and shall be all times open to inspection by the Engineer-in-charge. Any such materials remaining unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-charge at a place directed by him, if by a notice in writing under his hand he shall so required, but the Contractor shall not be entitled to return any such materials unless with such consent and shall have no claim for compensation of any such materials so supplied to him as aforesaid not being used by him or for any wastage in or damage to any such material. 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 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 scheduled time for completion of work plus 50% thereof (scheduled time plus 6 months if time of completion of the work exceeds 12 months) but if a part only of the materials has been supplied within the aforesaid period then the Contractor shall be bound to do so much of the work as may be possible with the materials and stores supplied in the aforesaid period. For the completion of the rest of the work, the Contractor shall be entitled to such extension of time as may be determined by Engineer-in-charge whose decision in this regard shall be final.

CLAUSE 10A:**STORES SUPPLIED BY THE CONTRACTOR**

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

CLAUSE 10B:**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 estimated 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 there with 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 deducted from the next payment made under any of the clause or clauses of this contract.

CLAUSE 10C:

REIMBURSEMENT OF
ESCALATION CAUSED AS A
DIRECT RESULT OF
STATUTORY ORDERS

If during the progress of work the price of any materials incorporated in the works (not being a material supplied from the Engineer-in-charge stores in accordance with clause 10 hereof) and/or wages of labour increases as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes in S.T) and such increase exceeds 10% of the price and/or wages prevailing at the time of receipt of the tender for the work and the Contractor thereupon necessarily and properly pays in respect of the materials (incorporated in the works) such increased price and/or in respect of labour engaged on the execution of the work at such increased wages then the amount of the contract shall accordingly be varied provided always that any increase so payable is not in the opinion of the Engineer-in-charge (whose decision is final and binding) attributable to delay in the execution of the contract within the control of the Contractor.

Provided however no reimbursement shall be made if the increase is not more than 10% of the said prices/wages and if so the reimbursement shall be made only on the excess over 10% and provided further that any such increase shall not be payable if such increase has become operative after the contract or extended dated of completion of the works in question.

If during the progress of the works price of any materials incorporated in the work (not being a material supplied from the stores of Engineer-in-charge in accordance with clause 10 hereof) and/of wages of labour is decreased as direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes in S.T) and such decreases exceeds 10% of the prices and/or wages prevailing at the time of receipt of the tender for the work IISER-TVM shall in respect of materials incorporated in the works (not being material supplied from the Engineer-in-charge stores in accordance with clause 10 hereof) and/of labour engaged on the execution of work after the date of coming into force of such law or 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 materials and/or wages as they prevailed at the time of receipt of tender for the work minus 10% thereof and the prices of material and/or wages of labour on the coming into force of such law or statutory rule or order. The Contractor shall for the purpose of this condition keep such books of accounts and other documents as

are necessary to show the amount increased claim or reduction available and shall allow inspection of the same by a duly authorized representative of the IISER-TVM and further shall at the request of Engineer-in-charge, furnish any document so kept and such other information as the Engineer-in-charge may require.

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 a position to supply.

CLAUSE 10 CC:

COMPENSATION FOR
ESCALATION ON INCREASE
OF PRICE OF MATERIALS
AND / OR WAGES OF
LABOUR

If the prices of materials (not being materials supplied or services rendered at fixed price by the IISER-TVM in accordance with clause 10 and 34 hereof) 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 shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validity extended for the provisions of clause 5 of the contract without any action under clause 2 and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 6 months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions.

- (1) The base date for working out such escalation shall be the last date on which tendered were stipulated to be received.
- (2) The cost of work on which escalation will be payable shall be reckoned as 85% of the cost of work as per the bills, running or final and from this amount the value of materials supplied under clause 10 of this contract or services rendered at fixed charges as per clause 34 of this contract and proposed to be recovered in the particular bill shall be deducted before the amount of compensation for escalation is worked out. In the case of materials brought to site for which any secured advance is including in the bill, the full value of such materials as assessed by the Engineer-in-charge (and not the reduced amount for which secured advance has been paid) shall be included in the cost of work done for operation of this clause. Similarly when such materials are incorporated in the work

and the secured advance is deducted from the bill, the full assessed value of the materials originally considered for operation of this clause should be deducted from the cost of work shown in the bill, running or final. Further the cost of work shall not include any work for which payment is made under clause 12 at prevailing market rates.

- (3) The components of 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 and the decision of the Engineer-in-charge in working out such percentages shall be binding on the Contractor.
- (4) The compensation for escalation for materials and P.O.L shall be worked out as per the formulae given below:

$$(i) VM = W \times \frac{X}{100} \times \frac{(MI-MI_0)}{MI_0}$$

VM =Variation in materials 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 2 above.

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

MI and MI₀ = All India Whole Sale Index for all commodities of the period under reckoning as published by the Economic Adviser to Government of India, Ministry of Industry and Commerce for the period under consideration and that valid at the time of receipt of tenders, respectively.

$$(ii) VF = W \times \frac{Z}{100} \times \frac{(FI-FI_0)}{FI_0}$$

VF = Variation in cost of fuel, oil and lubricant, increase or decrease in Rupees to be paid or recovered.

W = Value of work done, worked out as indicated in sub para 2 above.

Z = Component of P.O.L expressed as a percent of total value of work as indicated under the special conditions of contract.

FI & FI₀ = Average index number of wholesale price for

group (fuel, power, light and lubricants) as published weekly by the Economic adviser to Government of India, Ministry of Industry for the period under reckoning and that valid at the time of receipt of tenders, respectively.

(5) The following principles shall be followed while working out the indices mentioned in para 4 above.

(a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the three calendar months of 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 three months depending on the actual date of completion.

(b) The index (MI/FI etc) relevant to any quarter for which such compensation is paid shall be "the arithmetical average of the indices relevant to the three calendar months. If the period upto date of the completion after 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.

(c) The base index M_{10} , F_{10} etc. shall be the one relating to the month in which the tender was stipulated to be received.

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

$$(i) \quad VL = W \times \frac{Y}{100} \times \frac{(LI-L_{10})}{L_{10}}$$

VL = 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 at a percentage of the total value of the work.

Y = Component of labour expressed as a percentage of the total value of the work.

L_{10} = Minimum daily wage in Rupees of an unskilled adult male mazdoor, as fixed under any law, statutory rule or order as on the last date on which tenders for the work were to be received.

LI = Minimum wage in Rupees of an unskilled adult male mazdoor, as fixed under any law, statutory rule or order as applicable on the last day of the quarter previous to the one during which the escalation is being paid.

- (7) The following principles will be followed while working out the compensations as per sub para 6 above.
- (a) The minimum wage of an unskilled male mazdoor mentioned in sub para 6 above shall be the higher of the following two figures: namely those notified by Government of India, Ministry of Labour and those 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 of cost of materials and/or P.O.L is paid under this clause. If such revision of minimum wages taken place during any such quarterly intervals, the escalation compensation shall be payable for work done in all quarters subsequent to the quarter in which the revision of minimum wages takes place.
- (c) Irrespective of variation in minimum wages of any category of labour, for the purpose of this clause, the variation in the rates for an unskilled adult male mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.
- (8) In the event the price of materials and/or wages labour required for execution of the work decrease/s, there shall be downward adjustment of the cost of work so that such prices 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
- (i) no such adjustment for the decrease in the price of materials and/or wages of labour afore mentioned would be made in case of contract in which the stipulated period of completion of the work is six months or less;
- (ii) the Engineer-in-charge shall otherwise be entitled to lay down the principles on 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.

Provided always that the provision of the proceeding 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, subject to the stipulation in special conditions clause no. 36.

NOTE: The Contractors should ensure that the value of X, Z and Y indicated above are duly indicated prior to sale of tender document.

CLAUSE 10 D:

DISMANTLED MATERIALS
ARE GOVERNMENT
PROPERTY

The Contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work etc., as IISER-TVM property and such materials shall be disposed off to the best advantage of IISER-TVM according to 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 workman like manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The Contractor shall also exactly fully and faithfully to the designs, drawings and instructions in writing in respect of the work and the Contractor shall be furnished free of charge one copy of the Contract document consisting of specifications and of all such designs, drawing and instructions as are not included slandered specifications of CPWD specified in schedule 'F' or in any Bureau of Indian Standards or SOR or any other printed publication referred to elsewhere in the contract.

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 :

ADDITIONS/ ALTERATIONS/
SUBSTITUTIONS IN
SPECIFICAITONS, DESIGN &
DRAWINGS

The Engineer-in-charge shall have powers to make any alterations in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions, that may appear to him to be necessary or advisable during the progress of the work and the Contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitution shall not invalidate the contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the

main work.

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.

Deviation, Extra Items and Pricing

12.2 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.

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.

Deviation, Substituted Items, Pricing

- 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 the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

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 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.

12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in 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 for 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 by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Engineer-in-charge may authorize consideration of such claims on merits.

12.5 For the purpose of operation of 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 ground level or up to floor 1 level 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, over head reservoirs/tanks and other elevated structures: All works up to 1.2 metres above the ground level.
- iv. For reservoirs/tanks (other than overhead reservoirs/tanks): All works up to 1.2 metres above the ground level.
- v. For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower.
- vi. For Roads, all items of excavation and filling including treatment of sub base.

12.6 Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for 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 tenderer 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:

FORE CLOSURE OF
CONTRACT DUE TO
ABANDONMENT OR
REDUCTION IN SCOPE OF
WORK

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

Provided that the Contractor shall be paid the charge on the carriage only of materials actually and bonafide brought to the site of the work by the Contractor and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof and then taken back by the Contractor provided however that the Engineer-in-charge shall have in all such cases the option of taking over all or any such materials at their purchase price or at local current rates whichever may be less. In the case of such stores having been issued from IISER-TVM Stores credit shall be given to him by the Engineer-in-charge at rates not exceeding those at which they were originally issued to him after taking into consideration and deduction for claims on account of any deterioration and deduction for claims on account of any deterioration or damage while in the custody of the Contractor and in this respect the decision of the Engineer-in-charge shall be final.

CLAUSE 14:

ACTION AND
COMPENSATION PAYABLE
IN CASE OF BAD WORKS

If it shall appear to the Engineer-in-charge or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskillful workmanship, or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to the contracted for, or otherwise not in accordance with the contract, the Contractor shall on demand in writing which shall be made within 12 months of the completion of the work from the Engineer-in-charge specifying the work, materials or articles complaint of notwithstanding that the same 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 proper charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid then the Contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimated amount put to tender for every day not exceeding ten days while his failure to do so shall continue and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace with other materials or articles complained of as the case may be at the risk and expense in all respects of the Contractors.

CLAUSE 15:**WORKS TO BE OPENED FOR
INSPECTION**

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

CLAUSE 16:**NOTICE TO BE GIVEN
BEFORE COVERING UP**

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

CLAUSE 17:**CONTRACTOR LIABLE FOR
DAMAGES, DEFECTS**

If the Contractor not his working people or servants shall break, deface, injure or destroy any part of a building in which they may

DURING MAINTENANCE PERIOD be working or any buildings, road, kerbs, fence. Enclosure, water pipes, cables, drains, electric and telephone posts or wire, trees, grass or grass land or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress from any cause whatever or if it is being executed, or if any damage shall happen to the work while in progress from any cause whatever or if any defects shrinkage or other faults appear in the work within twelve months (3 months in the case of any work other than road work costing Rs. 1,00,000/- and below) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid arising out of defective or improper materials or workmanship, the Contractor shall after receipt of notice in writing in that behalf make the same good at his own expense, or in default the Engineer-in-charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from any sums that may then, or at any time thereafter become due to the Contractor, or from his Security Deposit of the proceeds of sale thereof, or of a sufficient portion thereof the 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 calendar months 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.

However, for contract exclusively for earth work or jungle clearance where defect liability period is not relevant, Security Deposit may be refunded along with payment of final bill subject to labour clearance vide clause 45.

Further in a case where the contract provides for completion in phases, the Engineer-in-charge his discretion may allow part refund of Security Deposit after expiry of 12 months (3 months in case of any works other than road work costing Rs. 1,00,000/- and below) from the time of completion on each phase but not before the payment of final bill for the entire contract.

CLAUSE 18:

CONTRACTOR TO SUPPLY TOOLS AND PLANTS ETC. The Contractor shall supply and 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) plant, tools, appliances, implements, ladders, cartage, tackle, scaffolding and temporary works requisite for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to 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 matters as to which under these conditions he is

entitled to be satisfied or which he is entitled to require together with carriage thereof 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 in the measurement or examination at any time and from time to time of the work or materials failing his so doing the same may be provided by the Engineer-in-charge at the expenses of the Contractor and the expense may be deducted from any money due to the Contractor under the contract and/or from his Security Deposit or the proceeds of sale thereof or of a sufficient portion thereof.

CLAUSE 18A:

RECOVERY OF
COMPENSATION PAID TO
WORKMEN

In every case which by virtue of the provisions of section 12 sub-section (i) of the workman's compensation to workmen employed by the Contractor in execution of the work, IISER-TVM will recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of IISER-TVM under section-12 sub-section (2) of the said act, IISER-TVM shall be at liberty to recover such amounts or any part thereof by deducting it from the Security Deposit or from any sum due by the IISER-TVM to the contract whether under this contract or otherwise, IISER-TVM shall not be bound to contest any claim made against it under section 12, sub-section (1) 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 BY
CONTRACTOR. IF
CONTRACTOR FAILS
AUTHORITY OF
GOVERNMENT TO PROVIDE
THE SAME AT COST

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 workman employed by the Contractor in execution of the works, 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 rules framed by IISER-TVM from time to time for the protection of health and sanitary arrangements for workers employed by IISER-TVM Contractor IISER-TVM will recover from the Contractor the amount of wages so paid or the right of the IISER-TVM under section 20 sub-section (2) and section 21 sub section (4) of the Contract Labour (R & A) 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 the IISER-TVM to the Contractor whether under this agreement or otherwise IISER-TVM shall not be bound to contest any claim made against it under section 20 sub-section (1) and section 21 sub section (4) of the said Act except on the written request of the

Contractor and upon his giving to the IISER-TV full security for all costs for which IISER-TVM might become liable in contesting such claim.

CLAUSE 19:

LABOUR 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 commencements of the work and continue to have a valid license until the completion of the work. The Contractor shall also abide by the provision of the child labour (Prohibition and Regulation) Act – 1986.

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:

FAIR WAGE CLAUSE

(a) The Contractor shall pay to labour employed by him either directly or through Sub Contractors, wages no less than fair wages as defined in the provision of the Contract Labour (Regulation and abolition) central Rules 1971 wherever applicable.

(b) The contract 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 engaged by his Sub-Contractors in connection with the said work, as if the labour had been immediately employed by him.

(c) In respect of shall labour directly or indirectly employed in the works for performance of the Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with the labour regulation, rules framed by IISER-TVM from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips, publication of sale 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 (Regulations and Abolition) Act 1970 and the Contract Labour (Regulations and Abolition) Central Rules 1971, wherever applicable.

- (d) The Engineer-in-charge concerned shall have 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 workers or workers by reasons of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or nonobservance of the Regulations.
- (e) 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 Contractor Labour (R & A) act 1970 or the modifications thereof or any other Laws relating thereto and the rules made there under from time to time.
- (f) The Contractor shall indemnify IISER-TVM against payments to be made under and for the observance of the laws aforesaid and contractor Labour regulation without prejudice to his right to claim indemnity form his Sub-Contractors.
- (g) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

CLAUSE 19C:

In respect of all labour directly or indirectly employed in the work for the performance of the Contractors part of this agreement, the Contractor shall at his own expense arrange for the safety provision as per safety code framed from time to time and shall at his own expense provide for all facilities in connection therewith.

In case Contractor fails to make, arrangement and provide necessary facilities as aforesaid he shall be liable to pay penalty of Rs.50/- for each default 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 the following in respect of the second half of the preceding month the first half of the current month respectively.

- (1) the number of labour 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 the amount paid to them failing which the Contractor shall be liable to pay to IISER-TVM a sum not exceeding Rs.50/- 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.

CLAUSE 19 E:

HEALTH AND SANITARY
ARRANGEMENTS FOR
WORKERS

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

CLAUSE 19F:

MATERNITY BENEFIT RULES
FOR FEMALE WORKERS
EMPLOYED BY
CONTRACTOR

Leave and pay during leave shall be regulated as follows:

(1) Leave:

- (i) in case of delivery, maternity leave not exceeding 8 weeks, 4 weeks upto 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 case of delivery, leave pay during maternity leave will be at the rate of the woman's average daily earning, calculated on the total wages earned on the days when full time work was done during a period of 3 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 case of miscarriage leave pay at the rate average daily earnings calculated on the total wages earned on the

days when full time work was done during a period of 3 months immediately prior to the date of such miscarriage.

(3) conditions for the grant of maternity leave

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period not less than 6 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 the pre-page (Appendix – I & II) and the same shall be kept at the place of work.

CLAUSE 19G:

In the event Contractor(s) committing a default of breach of any of the provisions of the Contractor Labour regulations and model rules for the protection of health and sanitary arrangements for the workers as amended from time to time of 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 of not exceeding Rs. 50/- for every default, breach of furnishing, making submitting, filling such materially incorrect statements and in the event of the Contractor defaulting continuously in this respect, the penalty may be enhanced to Rs. 50/- per day for each day of default subject to a maximum of 5 percent 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 provision of the labour regulation and model rule and the provisions of Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (R &A) Central rules 1971 for the protection of health and sanitary arrangements for work people employed by the Contractor(s) (herein after referred to 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 herein before mentioned at the cost of the Contractor(s). The Contractor (s) shall erect make and maintain at his/her 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 not have provided sanitary arrangement according to standards within the period specified in the notice the Engineer-in-charge shall have power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of contractor/s.

CLAUSE 19H:

The Contractor (s) shall at his/their own cost provide his/their labour with sufficient number of huts (herein after referred to as the camp) of following specification on suitable plot of land to be approved by the Engineer-in-charge.

1.
 - (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 rate of 2.70 sqm (30 sft) for each member of the workers family staying with the labourer.
 - (b) The Contractor (s) shall in addition construct suitable cooking places having a minimum of 1.80x1.50m (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 per each one hundred of the total strength. Separate latrines and urinal shall be 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.
2.
 - (a) All the huts 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 mudgobri on both sides. The floor may be katcha but plastered with mud gobri and shall be atleast 15cm (6") above the surrounding ground. The roofs shall be laid with thatched 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-light.

- (b) The Contractor(s) shall provide each hut with proper ventilation.
 - (c) All doors, windows, and ventilators shall provide with suitable leaves for security purpose.
 - (d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20ft) according to the availability of site with approval of the Engineer-in-charge, back to back construction will be allowed.
3. Water Supply: The Contractor (s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than 2 gallons of pure and wholesome water per head per day for drinking purpose and 3 gallons of clean water per head per day for bathing and washing purposes. Where piped supply is available supply shall be at stand post 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 pipe lines for water supply to his/their labour camp from existing main wherever available, and shall pay all fees and charges there for.
 4. The site selected for the camp shall be high ground removed from jungle.
 5. 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 the excreta through the Local Municipal/ Panchayat Authority and inform it about the number of labourers employed so that arrangements may be made by such 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 Authority. The Contractor (s) shall provide one sweeper for every 8 seats in case of dry system.
 6. Drainage: The Contractor(s) shall provide sufficient arrangements for draining away sullage water so as keep the camp neat tidy.
 7. The Contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.

8. Sanitation: The Contractor(s) shall make arrangements for conservancy and sanitation in the labour campus 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 Contractor's employ upon the work who may be in-competent or misconduct himself and the Contractor shall forthwith comply with such requirement.

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 to hand over to the Engineer-in-charge vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-charge will have the option to refuse to accept the said building/buildings in that position and delay in acceptance on this account will be treated as delay in completion and for such delay levy upon 5% of the estimated cost put to tender may be imposed by the Engineer-in-charge whose decision shall be final both with regard to the justification and quantum.

CLAUSE 20:

The Contractor shall comply with all the provisions of the Minimum Wages Act 1948, Contract Labour (Regulation and Abolition) Act, 1970 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,
CONTRACT MAY BE
RESCINDED AND SECURITY
DEPOSIT FORFEITED FOR
SUBLETTING, BRIBING OR IF
CONTRACTOR BECOMES
INSOLVENT

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 this contract or attempt to do so or become insolvent or commence any insolvency proceedings or make any composition with 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 agents to any public officer or person in the employ of the IISER-TVM in any way relating to his Officer 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 may thereupon on behalf of IISER TVM shall have power to adopt any of the course specified in Clause 3 as he may best deem suited in the interest of IISER-TVM, in the event of any of those courses being adopted the

consequences specified in the said clause 3 shall ensure.

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:

All works to be executed under the contract shall be executed under the direction and subject to the 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 concerns such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the contractor 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 ensure 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.

SETTLEMENT OF DISPUTES –
TIME LIMIT FOR DECISION

CLAUSE 25:

- (a) If any dispute or differences of any kind whatsoever were to arise between the Engineer-in-charge and the Contractor regarding the following matters namely.
 - (i) The meaning of the specifications, designs, drawings and instructions herein before mentioned.
 - (ii) The quality of workmanship or materials used on the work and
 - (iii) Any other question, claim, right, matters, thing whatsoever in any way arising out of or relating to the contract., designs, drawings, specifications, estimates, instructions or

orders, or those conditions or failure to execute the same whether arising during the progress of the work after the completion, termination or abandonment thereof, the dispute shall, in the first place be referred to the Registrar, IISER-TVM who has Jurisdiction over the work specified in the contract with the details of claims, justification for the same with supporting documents such as analysis of rates, cash vouchers and other relevant particulars. The Registrar, IISER-TVM shall within a period of sixty days from the date of being requested by the Contractor to do so or from the date of furnishing the required particulars whichever is later shall give written notice of his decision to the contractor.

If the Registrar, IISER-TVM fails to give notice of his decision within a period of 60 days from the date of receipt of (i) the Contractor's request in writing for settlement of dispute or difference as aforesaid or (ii) relevant particulars from the Contractor in support of his claims whichever is later:

OR

If the decision of the Registrar, IISER-TVM is not acceptable to the Contractor, he may approach the Director, IISER-TVM within a period of 15 days from the date of expiry of 60 days specified above. The Director, IISER-TVM shall within a period of further 90 days from the date of receipt of request from the contractor or from the date of receipt of relevant particulars from the contractor in support of claims whichever is later give notice of his decision(s) to the Contractor.

(b) Subject to other forms of settlement hereinafter provided the Director, IISER-TVM decision in respect of every dispute or difference so referred shall be final and binding upon the Contractor. The said decision shall forthwith be given effect to and Contractor shall proceed with the execution of the work with all due diligence.

(c) Remedy

1. When Director, IISER's decision is not acceptable to Contractor or
2. Director fails to give decision within 90 days.

In case the decision of the Director is not acceptable to the Contractor or Director fails to give decision within 90 days specified above, the Contractor may approach the Law court at Thiruvananthapuram (*) for settlement of dispute after giving due written notice in this regard to the Director.

Signature of Contractor

Signature of Engineer, IISER-TVM

(*In sub clauses (c) specify (the place where the court under whose jurisdiction the work is situated/located

Contractor to execute and complete work pending settlement of dispute.

- (d) Whether the claim is referred to the Registrar, IISER-TVM/Director or to the Law Courts, 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.

Obligations of the Engineer-in-charge and Contractor shall remain unsettled during consideration of dispute.

- (e) The reference of any dispute or dispute (s) or difference (s) to Registrar or the Director, IISER-TVM or the Law Court may proceed notwithstanding that the work shall then be or be alleged to be complete provided always that the obligations of the Engineer-in-charge and the Contractor shall not be attend by reason of the said dispute or difference being referred to Registrar/the Director, IISER-TVM or the Law Court during the progress of the works.

CLAUSE 25A:

SETTLEMENT OF DISPUTES
BETWEEN CENTRAL AND GOVERNMENT ENTERPRISES

In the event of the contract being entered into between IISER - TVM and a Central Government Public Enterprises, supersession of above clause 25 of condition of contract the following clause shall apply "In the event of any dispute or difference relating to the Interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the arbitration of one of arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Bureau of Public Enterprises. The arbitration Act, 1940 shall not be applicable to the arbitration under this clause. The award of the arbitration shall be binding upon the parties to the dispute provided; however any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, additional Secretary, when so authorized by the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Secretary, whose decision shall bind the parties

finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

Provisions of clause 25 shall not be applicable to contracts where this clause 25A is applicable and the contracts for which clause 25A is not applicable clause 25 will be applicable.

CLAUSE 26:

PATENT RIGHTS The Contractor shall fully indemnify the Director, IISER-TVM against any action, claim or proceeding relating to infringement or use of any patent or design on 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 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 Director, IISER-TVM if the infringement of the patent or design of any alleged patent or design right is the direct result of an order passed by the Engineer-in-charge in this behalf.

CLAUSE 27:

LUMPSUMS IN ESTIMATES When the estimate on which a tender made includes lumpsums 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 capable of measurement, the Engineer-in-charge may at his discretion pay the lumpsum 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 provision of the clause.

CLAUSE 28:

ACTION WHERE NO SPECIFICATION In the case of any class of work for which there is no IISER-TVM specifications such work shall be carried out generally in accordance with CPWD specification and if there is no details of CPWD specification book then it shall be executed as per Bureau of Indian Standard specification. In case there is no such specification in Bureau of Indian Standards the work shall be carried out in all respects in accordance with the instructions and requirement of the Engineer-in-charge.

CLAUSE 29:

- (1) Whenever any claim against the Contractor for the payment, a sum of money arises out of or under the contract, IISER-TVM shall be entitled or recover such sum by appropriating in part or whole the Security Deposit of the Contractor, and to sell any IISER-TVM promissory notes etc., forming the whole or part of such security. In the event of the security being in-sufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable, the contractor shall pay to IISER-TVM on demand the balance remaining due.
- (2) IISER-TVM shall have the right to cause an audit and Technical Examination of the work 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 over paid in respect of any work done by the Contractor under the contract or any work claimed by him 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 subclause (1) of this clause or in any other manner equally 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.

Provided that IISER-TVM shall not be entitled to recover any sum over paid, not the Contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Engineer-in-charge on the one hand and the Contractor on the other under any term of contract permitting payment for work after assessment by the Engineer-in-charge.

CLAUSE 29A:

SET OFF CLAUSE Any sum of money due and payable to the Contractor (including Security Deposit returnable to him) under this contract may be appropriated by the IISER-TVM for the payment of a sum of money arising out of or under any other contract made by the Contractor with the IISER-TVM.

CLAUSE 30:

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, the Engineer-in-charge on behalf of the Director shall have the option of terminating the contract without compensation to the Contractor.

CLAUSE 31:

**CONDITIONS RELATING TO
SUPPLY OF WATER**

Water if available and separable will be supplied by the IISER-TVM for construction purpose only at a single point in the existing supply lines at a location to be decided by the Engineer-in-charge water will be supplied during the hours convenient to the IISER-TVM and Contractor has to make his own arrangement for storage facility for at least two days requirements. The Contractor has at his own expense to make necessary arrangement for tapping the pipe line, install a calibrated and municipal certified water meter with lockable chamber, storage facility and pipe line connections from the tapping point to the storage tank. After installation water meter and the meter chamber shall be under the custody of the Engineer-in-charge. However, maintenance and repairs if any for the meter shall be the responsibility of the Contractor.

The Contractor(s) shall make his/their own arrangements for water required for the works and nothing extra will be paid for the same. This will be subjected to the following conditions:-

1. That the water used by the Contractor shall be for construction purpose to the satisfaction of the Engineer-in-charge.
2. That the Engineer-in-charge shall make alternative arrangements for supply for water at the risk and cost of the Contractor if the arrangements made by the Contractor for procurement of water are in the opinion of the Engineer-in-charge, unsatisfactory.

CLAUSE 32:

- (i) Where there is no piped 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 it does not interfere with the normal use for which the hand pump 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 amount.
- (ii) The Contractor shall be allowed to construct temporary wells in IISER-TVM 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 amount, 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 also be responsible, for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

CLAUSE 33:

RETURN SURPLUS MATERIALS

Notwithstanding anything contained to the contrary in any all the clauses of 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 under orders made or permits or licenses issued by the IISER-TVM the Contractor shall hold the said material as trustee for IISER-TVM and use such materials economically and solely for the purpose of the contract and not dispose of them without the permission of the IISER-TVM and return, if required by Engineer-in-charge all surplus, serviceable 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 material. The price allowed to the Contractor, however, shall not exceed the amount charged to him excluding the storage charges, if any. The Contractor shall also not be entitled to cartage and incidental charges for returning the surplus materials from and to the stores where from they issued. The decision of Engineer-in-charge shall be final and conclusive.

In the event of breach of aforesaid conditions the contractor shall in addition to throwing himself open to action for contravention of the terms of licenses or permits and/or for criminal breach of trust, be liable to compensate the 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 AND MACHINERY

(a) The plant and machinery indicated below required for the work will be issued to the contractor on hire on conditions given below:

Sl. No.	Description	Hire charges per day

(b) Plant and Machinery when supplied shall be made over and taken back at the Departmental equipment shed

and the Contractor shall bear the cost of their carriage from the shed to the site of work and back. 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 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 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 the regard and his decision shall be final and binding on the Contractor.

- (c) The plant and machinery as stipulated above will be issued as and when available and if required by the Contractor. Rollers when required should be obtained from the IISER-TVM. 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 Department.
- (d) The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery is made over upto and inclusive of the date of its return in good order even though the same may not have been working for any cause except for the major break down due to no fault of the Contractor or faulty use, requiring more than 3 working days continuously (i.e. 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 will be computed considering half a day's break-down on the day of complaint. If the break-down occurs in the post lunch period, the period of major break-downs will be computed starting from the next working day. In case any dispute under this clause the decision of the Engineer, IISER-TVM shall be final.
- (e) The hire charges shown above are for each day of 8 hours (inclusive of the one hour lunch break) or part thereof. In case of steam road roller, the period of 8 hours will be inclusive of time required to make up the boiler pressure before start of work and to lower the boiler pressure at the close of work.
- (f) Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for

cleaning purposes and steam coal not exceeding 1.25 quintals to light up to the steam road roller when issued. 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 Department against any loss or damage caused to the plant and machinery either during transit or at site of work.

- (g) Ordinarily, no plant and machinery shall work for more than 8 hours a day inclusive of the hour lunch break. In case of an urgent work, however, the Engineer, IISER-TVM 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 of overtime to be borne by the Contractor shall be 50% more than the normal proportionate hourly charges (1/8th of daily charges) subject to 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.
- (h) The Contractor shall release the plant and machinery every 7th day for periodical servicing and/or wash out which may take about three hours or more. He shall also provide a labour and water that may be required for wash out of steam rollers. 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 wash out.
- (i) The plant and machinery one issued to a 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 require major repairs or when in the opinion of the Engineer-in-charge the work or the portion of work for which the same was issued is completed.
- (j) 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 Department and will be attested 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 a maximum quantity of materials or area of surfacing as noted against each in the annexed statement.

- (k) In the case of concrete mixer, the Contractor shall arrange to get the hopper cleaned and the drum washed at the close of the work each day or each occasion.
- (l) In case rollers for consolidations are employed by the Contractor himself, log books for such rollers shall be maintained in the same manner as in done in case of Departmental roller. Maximum quantity of any items to be consolidated for each roller per day shall be also same as in Annexure to clause 34(j). For less use of rollers, recovery for the less roller days shall be made at the stipulated issue rate.
- (m) 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 damaged 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.

CLAUSE 35:

CONDITIONS RELATING TO
ASPHALTIC MATERIALS

- (i) The Contractor undertakes to make arrangements for the supervision of the work by the firm supplying the tar or bitumen used.
- (ii) The Contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to Engineer-in-charge. If any bitumen or tar remains unused on completion of the work on account of lesser user of material in actual execution for reason other than authorized changes of specification and abandonment of portion of work a corresponding deduction equivalent to the cost of unused material as determined by the Engineer-in-charge shall be made and the materials returned to the Contractor. 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 material shall not be removed from site of work without the consent of

the Engineer, IISER-TVM 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 The Contractor shall employ the following technical staff during the execution of this work.

(1) For building and road works

- (i) One Graduate Engineer in Civil Engineering, when the tendered cost of work to be executed is more than Rs. 50 lakhs (Rupees Fifty Lakhs only)
- (ii) One Diploma Holder in Civil Engineering, and having experience of not less than 3 years, when the tendered cost of work to be executed is more than Rs. 5 lakhs (Rupees Five Lakhs Only) but less than Rs. 50 lakhs (Rupees Fifty Lakhs only).
- (iii) One diploma holder in Civil Engineering, when the tendered cost of work to be executed is more than Rs. 2 lakhs (Rupees Two lakhs only) but less than Rs. 5 lakhs (Rupees five lakhs only).

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

In case the Contractor fails to employ the technical staff as aforesaid, he shall be liable to pay a reasonable amount not exceeding a sum of Rs. 15,000/- (Rupees Fifteen thousand only) for each month of default in the case of Graduate Engineer and Rs. 10,000/- (Rupees Ten thousand only) for each month of default in case of qualified Diploma holder.

(2) For Sanitary and water supply works:

- (i) One diploma holder in Civil Engg, with an experience of not less than 5 years out of which at least one year should be in Sanitary Engineering or water supply work, when the tendered cost of work to be executed is more than Rs.50,000/- (Rupees Fifty thousand only).

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

In case the Contractor fails to employ the technical staff as aforesaid he shall be liable to pay reasonable amount not exceeding Rs. 10,000/- (Rupees Ten thousand only) for each month of default.

(3) For Electrical Works:

- (i) One Graduate Engineer in Electrical Engineering and having experience not less than 3 years or a Diploma Holder in Electrical Engineering with not less than 7 years experience when the tendered cost of the work to be executed is more than Rs. 10.00 lakhs (Rupees Ten lakhs only).
- (ii) One Diploma Holder in Electrical Engineering and having experience not less than 3 years or a Graduate Engineer in Electrical Engineering with 2 years experience when the tendered cost of the work to be executed is more than Rs.2,00,000/- (Rupees Two lakhs only) but upto Rs. 10.0 lakhs (Rupees Ten lakhs only).
- (iii) One diploma holder in Electrical Engineering and having and experience of not less than 2 years when the tendered cost of the work to be executed is more than Rs.1,00,000/- (Rupees one lakh only) but less than Rs. 2,00,000/- (Rupees Two lakhs only).
- (iv) One licensed supervisor having an experience of not less than 3 years when the tendered cost of the work to be executed is more than Rs. 20,000/- (Rupees Twenty thousand only) but less than Rs. 1,00,000/- (Rupees One lakh only).

The technical staff should be available at the site whenever required by Engineer-in-charge to take instructions.

In case the Contractor fails to employ the technical staff as aforesaid, he shall be liable to pay reasonable amount not exceeding the amount shown below against each for each month of default.

In case where Graduate Engineer (Ele) required to be employed, Rs. 15,000/- (Rupees Fifteen thousand only) per month for each month of default.

In case where Diploma Holder in Electrical Engineering is required to be employed Rs. 10,000/- (Rupees Ten thousand only).

In case where a licensed supervisor is required to be employed Rs. 5,000/- (Rupees Five thousand only).

(4) For AC and Ventilation Works:

- (i) Graduate in Mechanical/Electrical Engineering with not less than 5 years experience in Refrigeration and AC field for works whose tendered cost is more than Rs. 50 lakhs.
- (ii) Diploma Holder in Mechanical/Electrical Engineering with not less than 5 years experience in AC and Refrigeration for works whose tendered value is between Rs. 15 lakhs and Rs.50 lakhs.
- (iii) Diploma Holder in Mechanical/Electrical Engineering with experience in AC and refrigeration, for works whose tendered value is between Rs. 2 lakhs and Rs. 15 lakhs.

The decision of the Engineer-in-charge as to the period for which the required technical staff was not employed by the Contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the Contractor as to the amount and the Contractor's liability to pay the said amount.

In case of Contractor fails to employ the technical staff as aforesaid, he shall be liable to pay reasonable amount as specified for Civil and Electrical works.

Note:

- (a) There shall be no objection if an Engineer or Overseer looks after more than one work provided that the value of works under his charge does not exceed Rs. 50 lakhs in the case of an Engineer and Rs.30 lakhs in the case of an Overseer.
- (b) It is not necessary for a contractor (or partner in case of firm/company) who is himself an Engineer/overseer to employ another Engineer/Overseer for the supervision of the works so long as the Contractor/partners does work similar to what would have been by an employed Engineer/overseer.
- (c) A retired Engineer holding diploma with minimum 10 years of service may be treated at par with Graduate Engineer for the operation of the above clause.
- (d) The employment of technical staff shall be correlated to the tendered cost.

CLAUSE 37:

POWER TO ACCEPT WHOLE
WORK OR SPLIT UP THE
WORK

The whole work may be split up between two or more Contractor or accepted in part and not in entirely if considered expedient.

CLAUSE 38:

SALES TAX AND STATUTORY
LEVIES PAYABLE BY

(1) Sales tax or any other tax on materials in respect of this shall be payable by Contractor and IISER-TVM shall not entertain any claim what-so-ever in this respect.

CONTRACTOR

(2) If pursuant to or under any law such notification or order any royalty, cess, fee or the like become payable by the Government of India 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 on the works there 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 the dues of the Contractor.

CLAUSE 39:

It is presumed that the Contractor is not related to any of the officers of the IISER-TVM. If the has any such relatives full particulars of the same should be furnished.

CLAUSE 40:

Engineer of Gazetted rank or other gazetted officer employed in Engineering or Administrative duties in the Engineering Department of the IISER-TVM is not allowed to work as a Contractor for a period of two years after his retirement from Government service without the previous permission of Government of India. The 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 Government of India as aforesaid before submission of the tender or engagement in the Contractor's service as the case may be.

CLAUSE 41:

- (i) The Contractor shall see that only the required quantities of materials are got issued. Any such material remaining unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Engineer-in-charge at a place where directed by him, if by a notice in writing under his hand he shall so require. Credit for such materials will be given at the prevailing market rate not exceeding the amount charged from him excluding the storage charges at the time of issue of materials to him. The Contractor shall not be entitled to cartage and incidental charges for returning the surplus material to the stores, where from they were issued.
- (ii) After the completion of the work, the theoretical quantity of cement to be used in the work shall be calculated on

the basis of statement showing quantity of cement to be used in different items of work. In case any item is executed for which the standard constants for the consumption of cement are not available in the above mentioned statement or cannot be derived from this statement, the same shall be calculated on the basis of standard formula to be laid down by the Engineer-in-charge. Over this theoretical quantity of cement shall be allowed a variation upto 3% plus/minus for works the estimated cost of which put to tender is not more than Rs.5 lakhs and upto 2% plus or minus for works the estimated cost of which put to tender is more than Rs. 5 lakhs. The difference in the quantity of cement actually issued to the Contractor and the theoretical quantity including authorized variations, if not returned by the Contractor shall be recovered at twice the issue rate without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. In the event of it being discovered that the quantity of cement used is less than the quantity ascertained as herein before provided (allowing variations on the minus side as stipulated above) the cost of the quantity of cement not so used shall be recovered from the Contractor on the basis of stipulated issue rate and cartage to site.

- (iii) Provision of foregoing sub-clause shall apply Mutatis-Mutandis in the case of steel reinforcement and structural steel sections (each diameter section or category shall be considered separately) except that the theoretical requirement as per design or as authorized by Engineer-in-charge including authorized variation, plus 3% wastage due to cutting into pieces. Over this theoretical quantity 2% plus/minus shall be allowed as variation due to wastage being more or less.
- (iv) After the completion of the work the actual quantity of cables (other than under-ground cables), GI pipes, wires, Conduits/G.I./M.S sheets used in the various items of work shall be calculated on the basis of the measurements recorded in the Measurement Books for purposes of payment and for assessing the consumption of materials used in works. Over this quantity variation of 5% shall be allowed for wastage of materials during execution in the case of cables (other than underground cables), wires conduit pipes, G.I pipes and 10% in case of G.I/M.S. sheets. The difference in quantity of material actually issued to the Contractor and the quantity recorded in the measurement book including the authorized variation as stated above if not returned by the Contractor shall be recovered at twice the issue rate including storage charges and cartages to site without prejudice to the provisions of the relevant

conditions regarding return of materials governing the contract.

- (v) After the completion of the work, theoretical quantity of bitumen to be used on works to be calculated on the basis of CPWD's statement showing quantities of bitumen to be used in different items of work provided in the CPWD schedule of rates or in respect of agreement which do not provide for or authorize application of CPWD Schedule of rates the theoretical quantity of bitumen to be used in works shall be calculated on the basis of standard formula laid down by Engineer-in-charge over the said theoretical quantity of bitumen a variation upto plus (exceed) 2.5% (two and half percent) shall be allowed.

The agreement which provides for free supply of bitumen the value of price of the difference in the quantity of bitumen actually used by the Contractor and the theoretical quantity including the above mentioned authorized variation, if not returned by the Contractor, shall be recovered at the stores issue rate without prejudice to the relevant conditions in the agreement regarding return of materials on the event of it being discovered that the quantity issued calculated in the manner aforesaid there shall be no recovery for less use of bitumen.

The agreement which provides for free supply of bitumen at a fixed rate, the value or price of the difference in the quantity of bitumen actually in need to the Contractor and the theoretical quantity including the above mentioned authorized variation, if not returned by the Contractor shall be recovered at twice the issue rate of bitumen plus cartage to site including storage charges, thereof without prejudice to the relevant conditions in the agreement regarding return of materials governing the contract in the event of it being discovered that the quantity of bitumen used by the Contract is less than the quantity calculated in the manner aforesaid (no variation on the lower side shall be allowed) the cost of the quantity of bitumen not so used shall be recovered from the Contractor on the basis of stipulated issue rate plus cartage thereof upto site.

- (vi) The provisions made above are without prejudice to the right of the IISER-TVM to take action against Contractor under the conditions of the contract not doing the work according to the prescribed specification.

CLAUSE 42:

DAMAGE TO WORK IN
CONSEQUENCE OF
HOSTILITIES OF WAR LIKE
OPERATIONS

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary building 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 of or any materials properly brought to the site

for incorporation in the work being damaged or destroyed in consequence of hostilities or war-like operation, the Contractor shall when order (in writing) by the Engineer-in-charge remove, any debris from the site, collect and properly stack or remove in store all serviceable materials, salvages 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 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 damage/destruction suffered and for restoring the materials at the rates based on analysis of rates tendered for in accordance with the provision of the agreement. 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 the parties to this contract.

Provided always that no compensation shall be payable for any loss in consequences of hostilities or war like operations (a) unless the Contractor had taken all such precautions against air raid as are deemed necessary by the Engineer-in-charge (b) for any materials 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 43:

The Contractor shall comply with the provisions of the Apprentices Act 1961 and the rules and orders issued there under from time to time. If he fails to do so his failure will be a breach of the contract and the 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 Act.

CLAUSE 44:

The Contractor shall deposit royalty and obtain necessary permit for supply of the limestone, gravel, kankar, granite, stone, metal etc, from local authorities.

CLAUSE 45:

Security Deposit will not be refunded till clearance of certificate from labour officer is obtained by Contractor.