

**INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH  
THIRUVANANTHAPURAM**

*(An Autonomous Institute under MHRD, Government of India)*



Item Rate Tender & Contract for Works

**GENERAL DIRECTIONS AND CONDITIONS  
FOR GUIDANCE OF CONTRACTORS**



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**INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH  
THIRUVANANTHAPURAM**

ITEM RATE TENDER & CONTRACT FOR WORKS

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# INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH THIRUVANANTHAPURAM

*(An autonomous Institute under Ministry of Human Resource Development, Government of India)*

Issued to .....

NIT No : IISER-T/W(E)-03/15-16

Dated: 09.06.2015

1. Separate sealed item rate tenders are invited on behalf of the Director, IISER TVM and will be received in the Office of the Project Engineer cum Estate Officer, IISER campus Vithura from Contractors on the approved lists of DOS, Central PWD or MES or Railways or State PWDs and/or from Contractors experienced in works of similar kind and magnitude as mentioned below for the following works at IISER TVM Transit Campus, Thiruvananthapuram District, Kerala.
  - (i) Three similar works, each of value not less than 40% of the estimated cost put to tender, or
  - (ii) Two similar works, each of value not less than 60% (Modified as per OM/CON/261) of the estimated cost, or
  - (iii) One similar works, of value not less than 80% of the estimated cost, all amounts rounded off to a convenient figure, in the last 3 years ending on the last day of the month previous to the one in which tenders are invited

Name of Work	PAC	EMD	Cost of tender document
<b>Electrical works at Pratheeksha Tower for IISER TVM Transit Campus, Thiruvananthapuram</b>	<b>₹ 23.90 Lakhs</b>	<b>₹ 47,800.00</b>	<b>₹ 525.00</b>

2. The entire works are to be completed within **Two Months** in accordance with the time schedule indicated in the tender from the **15<sup>th</sup>** day after the date of issue of work order. The period includes monsoon periods also.
3. Tender documents consisting of drawings, complete specifications, schedule of quantities for various items of work to be done and the set of conditions of contract to be complied with by the tenderer whose tender may be accepted can be obtained from the office of the Project Engineer cum Estate Officer, IISER campus, Vithura on any working day between **10.00** hours and **16.00** hours from **18.06.2015** to **26.06.2015**. The cost of tender form can be furnished through a Crossed Demand Draft by approved Nationalized Bank in favour of "IISER, Thiruvananthapuram". Tender documents can also be obtained via post by submitting the request letter to "Project Engineer-cum-estate Officer, IISER TVM Transit Campus, Thiruvananthapuram - 695016" along with a demand draft for the cost of tender document plus **₹ 250.00** drawn in favour of IISER Thiruvananthapuram payable at Thiruvananthapuram

Tenders should be submitted in sealed cloth lined cover superscribing the name of work, NIT number and name of Tenderer.

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

Application for tender document not accompanied by latest certificate with respect to work experience (iii) latest income tax clearance certificate and letter of authority in case the application is through authorized person are liable for rejection.

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

4. As said above tender which should always be placed in sealed covers superscribed with the name of work (as given in para 1) will be received in the Office of the Project Engineer cum Estate Officer, IISER TVM Transit campus, Thiruvananthapuram upto **14.30** Hours on **06.07.2015** and will be opened by him or by authorized officer of IISER TVM on the same day at **15.00** Hours in the presence of the tenderers or their representatives who would like to be present. In case of representatives, the authorization letter should be produced to with in the tender opening.
5. Tenders are to be on the printed form of the IISER TVM which can be obtained on payment of the cost of documents mentioned above in cash. The drawings issued with the tender documents should be returned along with the tender. The Contractors shall quote rates in figure as well as in words and/or amounts tendered by them. The amount for each item shall be worked out and requisite total given. All corrections shall be attested by the dated initials of the tenderer. The Contractors not tendering for this work after the purchase of the tender documents must return the tender documents and drawings within 15 days of the due date of receipt of the tender. However, the cost the tender documents will not be refunded.
6. Tenders not accompanied by the following are liable to be summarily rejected.
  - (i) Tenderers shall furnish the Earnest Money Deposit through a Crossed Demand Draft/Call Deposit on the Reserve Bank of India or State Bank of India or Bank Guarantee by approved Nationalized Bank in prescribed form in favour of " IISER, Thiruvananthapuram".

Earnest Money Deposits may also be furnished in the form of Fixed Deposit Receipts issued by any Nationalized Bank and endorsed by the Bank concerned at the disposal of the " IISER, Thiruvananthapuram" for the work as per item 1 on page 01.
  - (ii) In case of Contractors in the approved list of PWD, CPWD or MES,etc evidence showing the appropriate and eligible class of registrarionto which they belong may be enclosed.

- (iii) Latest valid income tax clearance certificate (s).
  - (iv) Proof of technical and organizational competence to execute the work of above nature and magnitude.
  - (v) Latest work experience certificate from authorities for whom the tenderer worked.
7. The Contractors whose tender/s/is/are accepted will be required to furnish Performance Guarantee and Security Deposit/s (including the Earnest Money Deposits/s) for the due fulfillment of the contract/s at the following rates.
- (i) 5% of the tendered and accepted value of the work as performance guarantee, with in 10/15 days of issue of the letter of acceptance in the form of Deposit at call receipt / Bankers Cheque / Demand Draft / Pay order of a Nationalised Bank, Government securities, fixed Deposits receipt of a Nationalized Bank, an irrevocable bank guarantee of any nationalized bank in the prescribed form as per annexure.
  - (ii) A sum of 10% of the gross amount of the bill shall be deducted from each running bill of the contractor towards security deposit, till the sum along with the sum already deposited as Earnest money, amount to 5% of the tendered amount of work. Such deductions shall be made unless the contractor has deposited the amount of security in cash, Govt. securities or Fixed Deposit Receipt. This is in addition to 5% performance guarantee the Contractor is required to deposit as (i) above.
8. The acceptance of the tender will rest with the Director, IISER TVM /Registrar, IISER TVM who does not bind himself to accept the lowest or any other tender. No reasons will be furnished for the acceptance or rejection of any tender.
- 8A. The tender accepting authority reserves the option to give price preference to the offers from public sector units over those from other tenderers in accordance with the policies of the Government from time to time.
9. Canvassing in connection with tender is strictly prohibited.
10. Any tender which does not fulfil any of the prescribed conditions will be liable to be rejected.
11. IISERTVM also reserves the right to alter the scope /or reduce quantum of work before issue of work order and the Tenderer shall not have any claim whatsoever on this account.
12. Rates quoted by the Contractor in item rate tender in figures and words shall be accurately filled in, so that there is no discrepancy between the rates written in figures and words. However, if a discrepancy is found, it will be dealt as follows:-

- i. The rate which correspond with the amount worked out by the Contractor shall be taken as correct.
- ii. If the amount of an item is not worked out by the Contractor or if it does not correspond with the rate written either in figures or words, then the rate quoted by the Contractor in words shall be taken as correct.
- iii. Where the rates quoted by the Contractor in figures and in words tally but the amount is not worked out correctly the rate quoted by the Contractor will be taken as correct and not the amount.
- iv. In the case of any tender where unit rate of any item/items appears unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
- v. All documents of the tender are to be read in conjunction with each other and rates quoted accordingly by the tenderer.



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

**Item Rate Tender for Works**

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

**Memorandum**

- |   |   |  |
|---|---|--|
| a) General description  | : | Electrical works at Pratheeksha Tower for IISER TVM Transit Campus, Thiruvananthapuram |
| b) Estimated cost   | : | ₹ 23,90,803.00   |
| c) Earnest Money  | : | ₹ 47,800.00  |
| d) Security Deposit<br>(Including Earnest Money)  | : | ₹  |
| e) Percentage, if any to be deducted<br>from bill   | : | %  |
| f) Time allowed for the work from the<br>15 <sup>th</sup> day after the issue of work<br>order to commence the work | : | Two Months   |

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

A sum of ₹ 47,800.00 is hereby forwarded by crossed D.D / Fixed deposit / Bank Guarantee by approved Nationalized Bank / Call Receipt of a Nationalized Bank guaranteed by the Reserve Bank of India as earnest Money, if I/We fail to commence the work specified in the above Memorandum.

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

I/We agree to execute all the works referred to in the tender documents upon the terms and conditions contained or referred therein and to carry out such deviation as may be ordered subject to the condition of clause 12 herein after referred to as the deviation limit at the rates quoted in the tendered documents and those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12 of the tender form.

I/we agree that should I/We fail to commence the work specified in the above Memorandum an amount equal to amount of the Earnest Money mentioned in the form invitation of tender shall be absolutely forfeited to the Director, IISER-TVM and same may at the option of Director, IISERTVM be recovered out of the deposit in so far as the same may extend in terms of the said bond and in the event of the deficiency out of any other money due to me/us or otherwise.

Dated the 06<sup>th</sup> day of July 2015

Witness

Address

Signature of the Contractor

Occupation

**A C C E P T A N C E**

The above tender for a sum of Rs.....(Rupees.....) is hereby accepted by me on behalf of the Director, IISER-TVM.

Dated the .....day of .....201...

Signature of Contractor/  
Witness before  
Submission of tender

Signature of the  
Officer by  
whom accepted

**GENERAL RULES AND DIRECTIONS**

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

This form will state the work to be carried out as well as the date for submitting and opening of tenders and the time allowed for carrying out the work, also the amount of Earnest Money to be deposited with the tender and the amount of Performance Guarantee and Security Deposit to be deposited by the successful tenderer and the percentage if any, to be deducted from the bills. Copies of the specifications, designs and drawings and any other documents required in connection with work signed for the purpose of identification by Engineer-in-charge or appropriate competent authority declared by the IISER-TVM shall also be open for inspection by the Contractor at the office of the Registrar, IISER-TVM during office hours.

2. In the event the tender being submitted by a firm, it must be signed separately by each member thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power of attorney be produced that the firm is duly registered under the Indian Partnership Act.
3. Receipts for payments made on account of a work when executed by a firm must also be signed by the several partners, except where the Contractors are described in the tender as firm in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm. A copy of Partnership deed may also be submitted by the Tenderer.
4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each work. Tenders shall have the name and NIT number of the work to which they refer written outside the envelopes.
- 4A. The rate (s) and/or amount (s) must be quoted in decimal coinage.
5. The Registrar, IISER or his duly authorized assistant will open the tender in the presence of any intending Contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the Earnest Money forwarded therewith shall there upon be given to the Contractor who shall there upon by the purpose of identification, sign copies of the specifications and other document mentioned in Rule.1. In the event of the tender being rejected, the Earnest Money forwarded with such unaccepted tender shall there upon be returned to the Contractor remitting the same.

6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest tender.
7. The receipt of an accountant/clerk for any money paid by the Contractor will not be considered as an acknowledgment of payment to the Registrar, IISER-TVM and the Contractor shall be responsible to ensure that he procures a receipt signed by the Registrar, IISER-TVM or his duly authorized officials.
8. The Memorandum of work tendered for and the schedule of materials to be supplied by the IISER-TVM and their issue rates, shall be filled in and completed in the Office of the Registrar, IISER-TVM before the tender is issued. If a form is issued to an intending tenderer without having been so filled in and completed he shall request the office to have the same done before he completes and delivers his tender.
9. The tenderes shall sign a declaration under the Official Secret Act for maintaining secrecy of the tender documents, drawings or any other records connected with the work given to them. The unsuccessful tenderers shall return all the tender documents, drawings etc., given to them.

#### **DECLARATION**

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

**Signature of Contractor**

**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 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 withheld 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 its effect on the completion period. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.

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

## COMPLETION CERTIFICATE

**CLAUSE 6:**

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.

COMPUTERIZED  
MEASUREMENT BOOK

**CLAUSE 6B:**

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.

**BILLS TO BE SUBMITTED  
MONTHLY**

**CLAUSE 8:**

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.

**BILLS TO BE ON PRINTED  
FORMS**

**CLAUSE 9:**

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.

STORES SUPPLIED BY THE  
CONTRACTOR

**CLAUSE 10A:**

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.

SECURED ADVANCE

**CLAUSE 10B:**

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:

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

$VM$  = 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  $MI_0$  = 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.

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

$VF$  = 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 & FI<sub>0</sub> = 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 M1<sub>0</sub>, F1<sub>0</sub> 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:~~

~~$$(i) \quad VL = W \times \frac{Y}{100} \times \frac{(LI - LI_0)}{LI_0}$$~~

~~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.~~

~~LI<sub>0</sub> = 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 preceding clause 10C shall not be applicable for contracts where provisions of this clause are applicable but in cases where provisions of this clause are not applicable, the provisions of clause 10C will become applicable, 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,

DURING MAINTENANCE PERIOD deface, injure or destroy any part of a building in which they may 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 be required 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.

**LABOUR** **CLAUSE 19:**

The Contractor shall obtain a valid license under the Contract Labour (R & A) Act 1970 and the Contract Labour (Regulation & Abolition) central rules, 1971 before the commencement of the work and continue to have a valid license until the completion of the work. The Contractor shall also abide by the 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.

**FAIR WAGE CLAUSE** **CLAUSE 19B:**

- (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 LOCAL  
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 fir 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 us for which the hand pump and wells are intended. He will also be responsible for all damager 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 allow 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.



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

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

Sl.No	Material of Surfacing	Quantity or area
11.	2.5cm premix carpet surfacing using 3 cum of stone aggregate 10mm nominal size per 100 sqm and binder including tack coat, the binder being hot cutback bitumen or bitumen emulsion in specified quantities.	930 sqm
12.	4 cm thick bitumen concrete surfacing using stone aggregate 3.8 cum (60% 20mm nominal size and 40% 12.5mm nominal size) per 100m <sup>2</sup> and course sand 1.9 cum per 10sqm and hot cut back bitumen over a tack coat of hot cut back bitumen	460 sqm
13.	5cm thick bitumen concrete surfacing using stone aggregate 4.8 cum (60% 25mm nominal size and 40% 20mm nominal size) per 100 m <sup>2</sup> and course sand 2.4cum per 100 sqm and hot cut back bitumen over a tack coat of hot cut back bitumen.	370 sqm
14.	7.5 cm thick bitumen concrete surfacing using stone aggregate 5.8cum (60% 40mm nominal size and 40% 25mm nominal size) per 100m <sup>2</sup> and course sand 3.65 cum per 100 sqm and hot cut back bitumen over a tack coat of hot cut back bitumen.	280sqm
15.	6cm thick bitumen concrete surfacing using stone aggregate 5.8cum (60% 40mm nominal size and 40% 25mm nominal size) per 100me and course sand 2.9 cum per 100 sqm and hot cut back bitumen over a tack coat of hot cut back bitumen.	280 sqm
16.	2.5cm bitumastic sheet using stone aggregate 1.65 cum (60% 12.5mm nominal size and 40% 10mm nominal size) per 100 m <sup>2</sup> and course sand 1.65 cum per 100 sqm and hot cut back bitumen over a tack coat of hot cut back bitumen.	750sqm
17.	4cm thick bitumastic sheet using stone aggregate 2.6cum (60% 12.5mm nominal size and 40% 10mm nominal size) per 100m <sup>2</sup> and course sand 2.5 cum per 100 sqm and hot cut back bitumen over a tack coat of hot cut back bitumen.	560 sqm
18.	Laying full grouted surface using stone aggregate 40mm nominal size 6.10 cum per 100 sqm with binder, binding with 20mm to 12.5mm nominal size stone grit; 1.83 cum per 100 sqm and seal coat binder and stone grit 10mm nominal size 1.07 cum per 100 sqm the binder being hot bitumen of tar as specified	460 sqm
19.	Laying full grouted surface using stone aggregate 50mm nominal size 9.14 cum per 100 sqm grouting with binder, binding with stone grit 20mm to 12.5 mm nominal size 1.83 cum per 100 sqm and seal coat of binder and stone grit 10mm nominal size 1.07 cum per 100 sqm.	370 sqm
20.	4 cm thick premix macadam surfacing using stone aggregate 25mm nominal size 4.57 cum per 100 sqm and hot bitumen binding with stone aggregate 12.5mm nominal size 1.52 cum per 100 sqm and seal coat of hot bitumen and stone aggregate 10mm nominal	560 sqm

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<b>Sl No</b>	<b>Material of Surfacing</b>	<b>Quantity or area</b>
	size 1.07 cum per 100 sqm.	
21.	<del>5cm thick premix macadam surfacing using stone aggregate 25mm nominal size 6.10 cum per 100 sqm and hot bitumen binding with stone aggregate 12.5mm nominal size 1.52 cum per 100 sqm and seal coat of hot bitumen and stone aggregate 10mm nominal size 1.07 cum per 100 sqm.</del>	460 sqm

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**ADDITIONAL CONDITIONS**

- |   |   |
|---|---|
| CLEANING OF SITE                              | 1. The Contractor shall undertake to clean the site free from rubbish to the satisfaction of the Engineer-in-charge. All surplus materials, rubbish, etc, will be removed to the place fixed by the Engineer-in-charge and nothing extra will be paid.  |
| INCONVENIENCE TO IISER TVMS ACTIVITIES        | 2. The Contractor shall not deposit materials on any site which will cause inconvenience to any of the IISER TVM activities. The Engineer-in-charge may request the contractor to remove any materials which are considered by him to be dangerous or inconvenience to the activities of the IISER TVM or cause them to be removed at the Contractor's cost.  |
| DELAY IN OBTAINING MATERIALS BY THE IISER TVM | 3. Owing to difficulty in obtaining certain controlled and other materials in the market, the IISER-TVM have undertaken to supply them as specified in schedule. There may be delay in obtaining these materials by the IISER-TVM and the Contractor is therefore required to keep himself in touch with the day to day position, regarding the supply of materials from the Engineer-in-charge and to so adjust the progress of the work that their labour may not remain idle not may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained by the IISER-TVM on account of delay in supplying materials, but suitable extension of contract time will be considered and granted.  |
| DELAY IN OBTAINING PRIORITY CERTIFICATES      | 4. Owing difficult in obtaining Railway wagons for the carriage of materials, IISER-TVM agree to render assistance in obtaining priority for the carriage of materials required for the work subject to the conditions specified in this tender. There may be delay in arranging the above mentioned facilities by the IISER-TVM and the Contractor shall therefore keep himself in touch with the day to day position regarding the said facilities and shall so adjust the progress of the work that his labour or lorries may not remain idle and that there will not be any claim to or arising from the delay in arranging the above mentioned facilities. It should be clearly understood that no claim whatsoever shall lie against IISER-TVM on account of delay in the supply of Railway wagons. The assistance that is likely to be offered by the IISER-TVM is not binding and in no case delay or delays that may occur in issuing recommendation certificates or priority allotments shall form plea for admitting any extension of time whatsoever. |

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EMPLOYMENT OF CERTIFIED  
PLUMBERS

5.
  - a. Certified plumbers should be employed by the Contractor on the work for main sewer, filtered and unfiltered water mains, for execution of the works.
  - b. The Contractor should employ a licensed electrical foreman to supervise the works.
6. Forms of declaration to be filled in by the Contractor who have executed the permanent security bond with IISER-TVM.
7. The Contractor shall provide all necessary fencing lights required to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings which may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such actions or proceedings to any such persons or which may with the consent of the Contractor be paid to compromise any claim by any such person.
8. No works shall be done on Sundays without the instructions in writing of the Engineer-in-charge and the Contractor shall comply with the provisions of the Contract Labour Act and other labour laws in force.

EVIDENCE OF EXPERIENCE

9. Tenderer shall present satisfactory evidence to the Engineer-in-charge along with the tender in the Performa enclosed with the tender papers that they have been regularly engaged in constructing such work as they propose to execute and that they are fully prepared with necessary capital, machinery, materials, to begin the work promptly and to conduct it as required by the detailed specifications for the particular work tendered for and to ensure to adhere to the time schedule specified.

LEGAL ADDRESS NOTICES

10. Tenderers should give in their tender, their place of residence and postal address. The delivery at the above named place or posting in a Post Box regularly maintained by the Postal IISER TVM or sending under registered with acknowledgment of any notice, letter or other communication to the Contractor shall be deemed sufficient thereof, upon the Contractor. Such address may be changed at any time by an instrument in writing executed by the Contractor and delivered to the Engineer-in-charge. Nothing contained in the agreement and its contract conditions shall be deemed to preclude or render in-operative the service of any notice, letter or

other communication upon the Contractor personally.

PUBLICITY OF WORKS  
EXECUTED

11. The Contractor/Sub-Contractor shall obtain prior written permission of the IISER-TVM whenever they propose to mention the work executed or being executed for the IISER TVM in any of their publicity literature advertisements. The text of the publicity literature advertisement should be submitted while applying for permission.

STORAGE CHARGES

12.

i. ~~Storage charges at 2.5% (two and half percent) of the issue rate (in respect of materials supplied by the IISER TVM) are to be recovered on surplus materials excluding unserviceable materials returned to IISER TVM stores on completion of work.~~

ii. ~~During execution of work, if any material issued to the Contractor is transferred to any other work or stores at the instance of Engineer in charge to take care of exigencies of works, no storage charges are to be recovered on the material so transferred/returned subject to the condition that the same quantity of material is issued back to the work before its completion. However in cases where a lesser quantity of material is issued back to the work before its completion. However in cases where a lesser quantity of material is issued back to the work before completion, the waiving of storage charges would be limited to that lesser quantity issued back to the work only.~~

iii. ~~Storage charges are not to be waived in respect of materials rendered surplus and returned to stock or to another work on completion of a particular work.~~

iv. ~~In respect of free issue to the works, if a part of material returned which was not consumed, no storage charges are to be recovered for the same.~~

13. ~~The standard sectional weights referred to as standard tables in para 5.3.3 in CPWD specification for works 1977 Vol. 1 to be considered for conversion of length of various sizes of M.S bars and TOR steel bars into weight are as under.~~

Size (dia) in (mm)	Wt. in kg/	Size (dia) in (mm)	Wt. in kg/
6	0.222	25	3.855
8	0.395	28	4.836
10	0.617	32	6.316
12	0.888	36	7.994

16	1.579	40	9.869
18	1.999	45	12.490
20	2.467	50	15.424
22	2.985		

Issue of steel of diameter above 10mm will be regulated on sectional weight basis, weight being calculated with the help of the above tables. However, for bars M.S, TOR steel (upto and including 10mm) the following procedure shall be adopted. The average sectional weight for each diameter shall be arrived at from samples from each lot of steel received at site of work each day will constitute one single lot for this purpose.

#### 14. Glass thickness

Transparent sheet glass conforming to IS: 1761-1960 shall be used, thickness being governed as under unless otherwise specified in the item.

Area of Glazing	Thickness	Max. Unsupported length
For glazing area upto 0.2 sqm.	3mm	60cms
For glazing area upto 0.2 sqm to 0.5 sqm	4mm	120cms
For glazing area more than 0.5 sqm	5.5mm	120cms

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**SPECIAL CONDITIONS**

- |                                       |  |
|---------------------------------------|--|
| GENERAL                               | 1. The following special conditions of contract shall be read in conjunction with general conditions of contract and additional conditions of Contract enclosed herein before. The following clauses shall be considered as an extension and not in limitation of the obligations of the Contractor. In case of discrepancy between these special conditions of contract and the General and additional conditions of contract (preceding) the stringent of the conditions shall take precedence.  |
| LOCATIONS AND SCOPE                   | 2. The work contemplated under this contract is situated at the Transit Campus, Trivandrum or Vithura, Nedumangad (adjoining to Jersey Farm) the tenderer is advised to visit the site of work with the prior permission of Engineer, IISER-TVM in order to acquaint himself with all the connected information for the proper execution of the work. The work covered under this tender has been detailed under the schedule of quantities.   |
| SITE INVESTIGATION AND REPRESENTATION | 3. The Contractor shall satisfy himself as to the nature and location of the work, the general and local conditions particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labour, water, electric power, roads and uncertainties of weather or similar physical conditions of site, the configuration and conditions of the grounds, the character, quality and quantity of surface and sub-surface materials to be encountered, including the sub soil water levels, the character, quality and quantity of surface and sub-surface materials to be encountered, (including the sub soil water levels), the character of equipment and facilities needed preliminary to and during the progress of the work and all other matters, which can, in any way, affect the work or the cost thereof under this contract. Tenderers must satisfy themselves by personal examination of the site of the proposed work by examination of plans and specifications and by the other means as they prefer as to the accuracy and sufficiency of the statement of quantities and all conditions affecting the work and shall not any time after submission of their tender, dispute or complain such statement of quantities nor assert that there was any misunderstanding in regard to the nature or amount of the work to be done nor in consequent apply for extension of time for completion beyond the agreement date for successful performance of the work as per IISER's requirement. |
| MARKING AND BASE LINES AND LEVELS     | 4. The Contractor shall layout his work from base lines and grades established by the IISER-TVM, and shall be  |



responsible for all measurement in connection therewith. The Contractor shall at his own expense furnish all stakes, template, platforms, equipment, ranges and labour that may be required in setting or laying out any part of the work, the Contractor shall be held responsible for the proper execution of the work to such lines and grades as may be established or indicated on the drawings and specifications. The Contractor shall check the bench marks and benches existing at the site for laying out lines and levels. The Contractor is to construct and maintain proper benches at the intersections of all main walls, in order that the lines and levels may be accurately checked at all times. The Contractor shall provide suitable stones with flat tops and build the same in concrete for temporary bench marks. All the pegs for setting out the works and fixing the necessary levels required for the execution thereof shall, if desired by the Engineer-in-charge, likewise to build in masonry at such places and in such mortar as the Engineer-in-charge may determine. Theodolite, levels, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the Contractor for their own use and for inspection by IISER Officers.

5. The Contractor shall be entirely responsible for the provision and maintenance of efficient drainage arrangement in the work site to lead of all water whatever pumped from the excavation or on account of rains, springs, or any other sources whatsoever, Flooding or ponding of water in the work site shall not be permitted under any circumstance whatsoever and the Contractor shall take all precaution to prevent the same by providing suitable pump and other dewatering arrangements.

The cost of repairing damages, if any, to the work under execution or to any IISER-TVM property in and around the site shall be entirely borne by the Contractor when such damages are due to his non-compliance with the above conditions.

#### TRAFFIC INTERFERENCE

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

by the Contractor.

COMMENCEMENT AND  
COMPLETION OF WORK  
AND PROPER SCHEDULE

7.  
a) The entire work is to be completed within the period stipulated in page no. 1 form 15th day after the date of issue of letter of intent/work order. The period includes Monsoon period also. Time shall be the essence of the contract.

The rate of progress of the whole work as well as for all the important individual items of work shall not be slower as laid down in the attached progress schedules. The Contractor shall properly assess his capability and fully satisfy himself before tendering that he will be able to adhere to the specified time schedule.

The Contractor shall furnish to the Engineer-in-charge weekly progress report in triplicate on the Saturday of every week in the Performa indicated below.

Name	Item of work	Schedule for the work	Actual progress	Reasons for short fall if any	Step taken to make up the short fall
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The time schedules enclosed along with the tender are tentative. After the work is awarded, the Contractor shall furnish detailed time schedule for the approval of the Engineer-in-charge which after approval shall form part of the contract and are to be strictly adhere to.

- b) The maintenance period for the work shall be twelve months and any defects noticed during the period shall have to be rectified by Contractor at his cost, failing which the action taken for maintenance by Engineer-in-charge shall be final over which the Contractor will not have any claim.

CO-ORDINATION WITH  
OTHER CONTRACTORS

8. The Contractor shall extend all co-operation to the other Contractors executing works such as Civil, PH, Electrical, air conditioning and ant termite treatment etc., who might be working at the site and shall permit them to use scaffolding etc, already put up by him to the extent necessary. He will not be entitled to any extra payment on this account. The Contractor should note that the IISER TVM will not entertain any claims from the Contractor for delay on account of lack of co-ordination with Public Health and Electrical Contractors. In case PH and Electrical works are held up on account of delay in execution of civil works, the Contractor for civil works will be liable for levy of damages.

The Engineer-in-charge will have the right to get item of the work included in this tender or not, executed through other agencies.

SPECIFICATIONS AND  
DRAWINGS

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

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

- a) Prior to the execution of the work, the contractor shall check all drawings, specifications and shall immediately report all errors, discrepancies and/or omissions discovered therein to the Engineer-in-charge and obtain appropriate orders on the same. Any adjustment made by the Contractor without prior approval of the Engineer-in-charge shall be at his own risk, each description of item in the schedule of quantities shall be read in injunction with the relevant drawings and the specifications and the Contractor's rate shall be deemed to be for such complete work unless otherwise specified by the Contractor while tendering.
- b) Cost of all shop drawings, or form work drawings and details to be furnished by the Contractor shall be deemed to be included in his tendered rates for the work. Accordingly approval to shop drawings or other fabrication drawings shall not be construed as authorizing award of additional work and as long as these belong to common individual scheme governed by specifications for which the Contractor has already quoted, no extra payment on any account will be admissible for all essential components that are to be necessarily executed to complete the work in all respects.
- c) Prior to submission for approval, the Contractor shall be responsible for thoroughly checking all drawings to ensure that they comply with the intent and requirements of the contract specifications and that they fit with the overall building layout. Drawing found to be inaccurate or otherwise in error will be returned for correction by the Contractor.
- d) For all drawings to be submitted by the Contractor for the approval of the Engineer-in-charge, the Contractor shall submit 6 (six) copies of each drawing for approval.

- e) The approval of drawing by the Engineer-in-charge shall not be construed as a complete dimensional check, but will indicate only that the general method of construction and detailing is satisfactory. The Contractor shall be totally responsible for the dimensions and design, safety of the system evolved inclusive of providing interconnected operational accessories adequate enough to accomplish satisfactory completion of work.
- f) In case of difference between drawings and specifications, the specifications shall govern. Anything mentioned in the specification and not shown in the drawings or shown on the drawings but not mentioned in the specifications shall be like effect as if shown or mentioned in both.

OPERATION AND STORAGE  
AREAS

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

TRANSPORATION OF  
EQUIPMENT AND  
MATERIALS

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

TEMPORARY BUILDINGS

12. Warehouse, shed, workshop and office facilities as required by the Contractor shall be provided by him at his own expense. Prior approval of the Engineer-in-charge shall be obtained in respect of location, layout and details of these buildings. The Contractor will be required to provide hutments for the labour working with him and all facilities such as water, sanitary and drainage at his own cost and as per labour laws in force. After the work is over all these temporary facilities shall be removed by the Contractor at his own expense to the satisfaction of the Engineer-in-charge within 10 days from the date completion.

INSPECTION

13. The work shall be carried out under the directions of the Engineer-in-charge in addition subject to inspection by the representative appointed BY Engineer-in-charge to ensure strict compliance with the terms, specifications and

conditions of the contract. Any failure on the part of the Engineer-in-charge or his representative during the progress of inspection of work to discover any defective work or to reject materials not upto standards shall not be deemed to have been accepted and should not be construed as waived. Any defects noticed either during the period of construction or after the completion upto a period of 12 months from the date issue of certificate of completion, the Contractor is liable to carry out all repairs/rectifications at his/their own cost to the satisfaction of the IISER TVM. Further in the event of the Contractor using substandard/inferior quality of materials which at future date is not susceptible to replacement, for structural reasons or otherwise and if concurrence is given for retention of such structure, the Engineer-in-charge will have necessary authority to recover a proportionate sum decided as per his discretion. In case the structure with the use of substandard or inferior material cannot be retained in the work as per the opinion of the Engineer-in-charge, portion or portions of such structure/work shall be dismantled and replaced new by the Contractor at his own cost. Partial or entire occupancy of the premises shall not be construed as the acceptance of the work or materials incorporates in the work. No changed whatsoever to any provision of the specification shall made without written authorized form the Engineer-in-charge.

REMOVAL OF WORKMEN  
AND SUPERVISORY STAFF

14. The Contractor shall employ for execution of works, only such persons as are careful, skilled and experienced in their respective trades and the Engineer-in-charge shall be at liberty to object to and require the Contractor to remove from the works any person employed by the Contractor in or about execution of works who in the opinion of the Engineer-in-charge misconducts himself or incompetent or negligent in the proper performance of his duties and all such persons shall not again be employed upon the works without the permission of the Engineer-in-charge.

APPROACH ROAD TO SITE

15. The Contractor will be required to construct if necessary a suitable road leading to the construction site from the existing main road at his own cost.

SCHEDULE OF QUANTITIES

16. Schedule of probable quantities in respect of the work and specifications are enclosed. The Schedule of probable quantities is liable to alterations by omission, deduction or additions at the discretion of the Engineer-in-charge.

TENDER RATES

17.  
a) (i) The rates quoted by tenderer in the schedule shall be inclusive of all taxes and levies payable under respective statutes, inclusive of all Sales Taxes, Sales tax on components/materials/consumables and also sales tax on

works contract in pursuant to Constitution (Forty sixth amendment) Act 1982, octroi duty and/or any other duty levied by the Government or other Public Bodies. The rates shall be firm and shall not be subject to exchange variations, labour conditions or any condition whatsoever except for the operation of clause 10c or 10cc, as the case may be of the general conditions of contract.

However, pursuant to the Constitution (Forty sixth Amendment) act 1982, if any further tax or levy is imposed by statue, after the date of receipt of tenders and the Contractor there upon necessarily and properly pays such taxes, the Contractor there upon necessarily and properly pays such taxes, the Contractor shall be reimbursed the amount so paid, based on final assessment. Provided such payment, if any, is not in the opinion of Engineer-in-charge (whose decision shall be final and binding) attributable to delay in execution of work within the control of the Contractor.

- ii) The Contractor shall keep exclusively for each individual contract entered into with the IISER TVM, necessary books of accounts and other documents for the purpose of this condition as may be necessary and allow inspection of the same by a duly authorized representative of Government and further shall furnish such other information/document as the Engineer-in-charge may require.
  - iii) The Contractor shall within a period of 30 days of imposition of any further tax or levy, pursuant to the Constitution (Forty sixth Amendment) Act 1982 give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.
  - iv) Statutory deductions, where, in pursuant to statutes of appropriate Government, it becomes obligatory to IISER-TV M to deduct Sales Tax from the amount payable to Contractor would be deducted as per the relevant sales tax act, applicable for the contracted work, as amended from time to time, as the rates specified under the said act, from the amounts payable to the contractor in respect of such works contract.
- b) The Contractor when called for by the IISER-TV M should furnish detailed analysis in support of the rates quoted by him against each item of tender. The IISER-TV M reserves the right to utilize the analysis thus supplied in settling any deviations or claims arising on this contract.

An allowance of 15% towards Contractors overheads &

profits will be considered while determining the rate/rates on the costs of prevailing market rate as per clause 12 of general conditions of contract.

## STORES TO BE SUPPLIED

18. The materials to be supplied by the IISER TVM and their issue rates are given in schedule "A". It shall be the Contractor's responsibility to take delivery of these materials at the IISER-TVM stores at Thiruvananthapuram-16 handle, and store them without damaging the same, till incorporation in the work. The go down for storage of cement shall be big enough to store 2 weeks requirements of cement and shall be weather proof. A sketch showing typical Cement go down drawing showing Annexure-M should be enclosed. No extra payment will be made for handling and transporting of the materials from stores to site of work.

## GOVERNMENT LABOUR LAWS

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

## VALIDITY OF TENDERS

20. The tender should be valid for a minimum period of **120 days** from the date of opening of technical bids. If any tenderer withdraws his tender within the validity period or makes any modifications in the terms and conditions of the tender which are not acceptable to the IISER-TVM, the IISER-TVM shall without prejudice to any other right or remedy is at liberty to forfeit 50% of the Earnest Money Deposit absolutely.

## MEASUREMENTS

21. Where mode measurement is not specified the measurements will be taken at site as per latest IS code of practice for measurements. The Contractor or his representative shall accompany the Engineer-in-charge or his representative when required to do so and assist in taking the measurement and shall agree to the measurements recorded on the spot. The measurements for all works in general shall be measured as per the dimensions.

All measurements shall be taken with steel tapes only. Necessary scaffolding, staging and ladders required for taking measurements shall be provided by Contractor at his cost, besides offering service of labourers for taking such measurements.

## SAMPLES

22. Samples of all materials to be incorporated in the work shall be submitted to the Engineer-in-charge for his approval without claiming any extra cost. The approved samples will be kept with the Engineer-in-charge till the completion of work. Materials not conforming strictly to the samples are liable to be rejected.

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|---------------------------------------|--|
| LIST OF MACHINERY                     | 23. The Contractor shall along with the tender, submit a schedule of machinery to be used on the work in support of his assurance to adhere to the time schedule specified in the Performa vide Annexure - II.   |
| DAMAGES                               | 24. No damage should be done to the property of the IISER TVM to the buildings or trees and if any damage so done, the Contractor is responsible for making well the loss according to the decision taken by the Engineer-in-charge.   |
| SUB- CONTRACTORS                      | 25. The Contractor shall within fifteen (15) days after the date of award of this contract notify the Engineer-in-charge in writing of the name of all Sub-Contractor proposed for the work and the extent and character of the work to be done by each. The employment of any Sub-Contractor will be subjected to the approval of the Engineer-in-charge. If for any reason, at any time during the progress of work the Engineer-in-charge determines that any Sub-Contractor is incompetent or undesirable he will notify the Contractor accordingly and the Contractor shall take steps immediately to cancel such Sub-Contractor. Sub-letting by such contract shall be subjected to same regulations. Nothing contained in this contract shall create any contractual relation between any Sub-Contractor and the IISER TVM and the Contractor shall be entirely responsible for all the work included in the contract whether executed by him or through his Sub-Contractors. In particular it may be noted that the Contractor shall obtain steel doors and windows from a reputed manufacturer and before placing order for these, the Contractor shall obtain the concurrence of the IISER TVM for the agency from whom he proposes to obtain steel doors and windows. |
| MAKE AND OTHE DETAILS OF MATERIALS    | 26. The Contractor shall furnish a list of the makes and other details of various materials he proposes to use on the work and this would be subject to the approval of IISER TVM.   |
| LIST OF WORK CARRIED OUT BY TENDERERS | 27. The tenderer shall also submit along with the tender a list of similar major works as also the approximate cost of each work carried out by him in the past and are being carried out for different Government IISER TVM or Public bodies along with the details of addresses of the agency to whom carried out in the Performa vide Annexure - I.   |
| SEQUENCE OF WORKS                     | 28. The sequence of work shall be generally as decided by the Engineer-in-charge taking into consideration other connected works.  |
| SUSPENSION OF WORKS                   | 29. The Contractor shall suspend the execution of work or any part or parts thereof, wherever called upon in writing by the Engineer-in-charge to do so and shall not resume work  |



thereon until so directed in writing by him. The Contractor will be allowed an extension of time for completion not less than the period of suspension but no other claims in this respect for compensation or otherwise, however will be admissible.

STORE AND MATERIALS AT  
SITE

30. Stores and material required for the work are to be stored by the Contractors only in places to be indicated by Engineer-in-charge. The Engineer-in-charge shall have right at any time to inspect and examine any store and materials intended to be used in or on the works on the site or at any factory or workshop or other places where such stores or materials are being constructed or manufactured or processed or any place from where they are being obtained and the Contractor shall give such facilities as required to be given for such inspection and examination.

The Engineer-in-charge shall be entitled to have tests made at any approved Laboratory for any stores and/or materials supplied by the Contractor who shall provide at his own expense all facilities (viz.,) arrangements required for taking samples, conveyance, packing, etc, which the Engineer-in-charge may require for the purpose. Testing charges shall be borne by the IISER TVM.

Any stores and materials brought to the site for use on the work shall not be removed off the site without prior written approval of the Engineer-in-charge, but on final completion of the work Contractor shall at his own expense remove from the site all surplus stores and materials originally brought by him.

TOOLS AND PLANTS

31. The tools, plant and equipments brought to the site shall not be removed from the site without the prior written approval of the Engineer-in-charge. But on final completion of the work or the determinations of the contract/the default of the contract, the Contractor shall remove from site all his tools, plant and equipments (other than such as might have been provided by the IISER TVM).

SUBSTITUTION OF  
MATERIALS

32. In the case of any changes required in the design, specification, drawings, execution etc, due to substitution of any materials proposed by the Contractor and approved by the Engineer-in-charge, all extra costs for making such changes or modifications shall be borne by the Contractor.

SEQUENCE OF WORK

33. "The Contractor shall execute the finishing work as per the sequence given by the Engineer-in-charge from time to time.

The Contractor shall execute the whole work and every part of the work in a workman like manner and in a planned

manner. Within a week's time of issue of work order, the Contractor shall prepare a CPM/PERT/Bar Chart/Detailed estimate programme chart for all the items of work involved, so as to complete the items of work within the stipulated period and submit for the approval of the Engineer-in-charge, which on approval shall form part of contract".

- WATER
34. Contractor shall make his/their own arrangements for water required for the works and nothing extra will be paid for the same. Water if available will be supplied by the IISER-TVM for construction purpose only at single point in the existing supply lines at a location to be decided by the Engineer-in-charge. Water supplied by the IISER-TVM will be charged at Rs.50/- per 1000 liters (or at the tariff to be fixed by the Engineer-in-charge) based on the meter readings. Water will be supplied during the hours convenient to the IISER TVM and Contractor has to make his own arrangements for storage facility for at least two days requirements. The Contractor has to make at his own expense, necessary arrangements 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 of the water 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.

If however the Contractor fails to provide water meter/energy meter or fails to replace the defective water meter/energy meter, the consumption charges will be recovered at the rate of 1% of total work done towards the water charges during the period the water meter is not installed/the defective water meter is not replaced or immediately rectified. In all cases where/when the energy meter is not installed defective energy meter is not replaced or not rectified immediately, the consumption charges towards electricity will be recovered on the basis of the total wattage of the load multiplied by the number of hours utilized. In all such cases the Contractor shall maintain a log book indicating wattage of the load and hours of consumption and get the same attested by Engineer-in-charge at appropriate time without fail. The decision of Engineer-in-charge in the matter shall be final.

35. The various works indicated in the schedule shall be carried out strictly in accordance with the detailed specification whether actually mentioned or not. Where specifications are not available in this document, such work shall be carried out strictly in accordance with CPWD specification and if there are no details in CPWD specification book then it shall be executed as per Bureau of Indian Standard

specification. In the case there is no such specification in Bureau of Indian Standards the work shall be carried out in a respect in accordance with the instructions and requirement of the Engineer-in-charge.

36. For the purpose of operation of clause 10C of conditions of contract the Contractor shall submit along with his tender a schedule of basic duties and levies (other than ST) considered for all class of materials and also the basic minimum wages in vogue at the time of submission of his tender along with the basic rates of labour and materials considered and included in the tender. Non submission of these details will entail to forfeiture of all claims of Contractor under clause 10c.

37. The component of materials, labour and POL as indicated in para 3 of the clause 10CC have been predetermined as:

a) Material	=	70%
b) Labour	=	25%
c) POL	=	5%
		Total
		100%

38. The Contractor have to follow strictly the regulations of the IISER-TVM at the work site regarding entry of personnel, materials etc and any other regulation that might be enforced from time to time. Contractor's personal/workers should possess valid passes and should produce the passes to Security/IISER-TVM authorities when demanded. Contractors personnel/workers should not enter the IISER-TVM premises, other than those for which the passes are issued and also should not enter after/before working hours without obtaining prior approvals, Any person found in the IISER-TVM premises without authorized passes during, before or after working hours is liable for actions as per the IISER-TVM procedures and rules.

All materials and articles brought by the Contractor to the work site shall have to be declared at the security gate. Similarly no materials shall be taken out from the IISER TVM premises without proper gate pass which will be issued /caused to be issued by the Engineer-in-charge to the Contractor on written request. It is to be noted that loading of Contractor materials in vehicles and truck shall be done in the presence of IISER TVM personnel. The Contractors representative will have to escort the materials till the security check is over.

For working on Sundays, Holidays and late hours, even though permission will be accorded by the Engineer-in-

charge the Contractor will have to make application to the Security IISER TVM of IISER-TVM also and keep them informed well in advance.

Any breach of above security regulations and rules in force from time to time will be viewed seriously. No claim whatsoever will be entertained by the IISER-TVM on account of observance of Security Regulations.

POWER OF ATTORNEY  
HOLDERS NOT TO BE  
PERMITTED FOR  
EXECUTION OF WORKS

39. It may be noted that the original Contractors on whom the work order is issued only shall carry out the work directly and they will not give any power of attorney for execution of the work for anyone else. As a special case, in case of partnership firm, one of the partners can carry out the work with due authorization, provided the partnership deed is to be submitted to the IISER TVM. Similarly, in case of a Construction Company, Private Limited Company, Public Limited Company only the authorized signatory of the Company shall act and carry out the work. All such proposals must be made clear by the tenderer while submitting the tender itself and get it specifically approved by the IISER-TVM. In case, during the execution if the Engineer-in-charge feels that the authorized signatory/authorized representative is not able to manage works, the authorized signatory/representative can be removed by the Engineer-in-charge.

DECLARATION FOR  
STANDARD SPECIFICATION

40. I/We\* also declare that I/We\* possess a copy of standard specification as published by CPWD for Civil /Mechanical /Electrical /AC\* works of IISER-TVM and shall carry out all items of works as per CPWD specification and as per relevant Indian standards as required by IISER-TVM.

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

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

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

Date:

Signature of Contractor with Stamp

\*Strike out whichever is not applicable

**Tenderer's Experience**

Sl.No.	Name & Description of work	Value of work	Period of Construction and Date	Client persons To whom Reference may be made

Seal of Company

Signature :

Designation :

Name of the Company :

Date :

### Schedule of Equipment

The tenderer shall indicate herein below the equipment, he has in possession and the equipment he proposes to bring to the site, in case the work is awarded to him.

Sl.No.	Type and Description of the equipment	Numbers the Bidder has in possession	Numbers he proposed to bring on to site

Tenderer hereby confirms that the quantity and type of tools he will employ for construction will not be less than those listed above and agree to bring more equipments, if so warranted in the opinion of the Engineer-in-charge.

Seal of Company

Signature :

Designation :

Name of the Company :

Date :

**SAFETY CODE**

1. Suitable scaffolds should be provided for workmen for all works that cannot be safely done from the ground, or from solid construction except such short period work as can be done safely from ladders, when a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials. Suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 horizontal and 1 vertical.
2. Scaffolding or staging more than 3.6 m (12 feet) above the ground or floor, swung or suspended from an overhead support or erected with temporary support shall have a guard rail properly attached bolted, braced and otherwise secured atleast 90cm (3 feet) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened so as to prevent it from swaying from the building or structure.
3. Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6m (12 feet) above ground level or floor level, they should be closely braced, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable railing whose minimum height shall be 90cm (3 feet).
5. Safe means of access shall be provided to all working platform and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m (30 feet) in length while the width between side rails in rung ladder shall in no case be less than 29cm (11.5") for ladder upto and including 3m (10 feet) in length. For longer ladder this width should be increased atleast ¼" for each additional 30cm (1 feet) of length. Uniform step spacing shall not exceed 30 cm (12"). Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or bad to any person or the public. The Contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings of law that may be brought by any persons or injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such persons or which may, with consent of the Contractor, be paid to compromise any claim by any such person.
6. Excavation and Trenching-All trenches, 1.2m (4 feet) or more in depth, shall at all times be supplied with atleast one ladder for each 30m (100 feet) in length or fraction thereof. Ladder shall be extended from bottom of the trench to atleast 90cm (3 feet) above the



surface of the ground. The sides of the trenches which are 1.5m (5 feet) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing so as to avoid the danger of collapse of sides. The excavated materials shall not be placed within 1.5m (5 feet) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstance undermining or undercutting shall be done.

7. Demolition: Before any demolition work is commenced and also during the process of the work:
  - i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - ii) No electric cable or apparatus which is liable to be a source of danger, used by the operator shall remain electrically charged.
  - iii) All practical steps shall be taken to prevent danger to person employed from risk of fire or explosion or flooding. No floor, roof or other part of building shall be so overloaded with debris or materials as to render it unsafe.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.
  - i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and goggles.
  - ii) Those engaged in white washing and mixing or stacking of cement bages or any material which is injurious to the eyes shall be provided with protective goggles.
  - iii) Those engaged in welding works shall be provided with welder's protective eyesight lids.
  - iv) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - v) When workers are employed in sewers and manholes, which are in use, the Contracteros shall ensure that the manhole covers are opened and are ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
  - vi) The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting the following precautions should be taken.

- a. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
  - b. Suitable face masks should be supplied for use by the workers when paint applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
  - c. Overalls shall be supplied by the Contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
9. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
10. Use of the hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions.
- i) These shall be of good mechanical constructions, sound material and adequate strength and free from patent defects and shall be kept in good working order.
  - ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from manufacturing defects.
  - iii) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be incharge of any hoisting machine including any scaffolding winch or give signals to operator.
  - iv) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or any means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load, in case of hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - v) In case of Departmental machines the safe, working load shall be notified by the Electrical Engineer-in-charge. As regards Contractors machine, the Contractors shall notify the safe working load of the machine to the Engineer-in-charge, whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

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

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

### 1. Application:

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

### 2. Definition:

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

### 3. First Aid Facilities:

- A. At every work place there shall be provided and maintained. So as to easily accessible during working hours, first aid boxes at the rate of not less than one box for 150 Contract Labour or part thereof ordinarily employed.
- B. The first-aid box shall be distinctly marked with a red cross on white background and shall contain the following equipment, namely:
  - a. For work places in which the number of Contract Labour employed does not exceed 50-  
Each first-aid box shall contain the following equipments.
    - i. 6 small sterilized dressings.
    - ii. 3 medium size sterilized dressings.
    - iii. 3 large size sterilized dressings.
    - iv. 3 large sterilized burn dressings.
    - v. 1 (30ml) bottle containing a two percent alcoholic solution of iodine.
    - vi. 1 (30ml) bottle containing, solventile having the dose and mode of administration indicated on the label.
    - vii. 1 snake bit lancet.
    - viii. 1 (30 grams) bottle of potassium permanganate crystals
    - ix. 1 pair scissors.
    - x. 1 copy of the first-aid leaf-let issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
    - xi. 1 bottle containing 100 tablets (each of 5 grams) of aspirin.
    - xii. Ointments for burns.
    - xiii. A bottle of suitable surgical antiseptic solution.

- b. For work places in which the number of Contract Labour exceed 50-  
Each first-aid box shall contain the following equipments.
- i. 12 small sterilized dressings.
  - ii. 6 medium size sterilized dressings.
  - iii. 6 large size sterilized dressings.
  - iv. 6 large sterilized burn dressings.
  - v. 6 (15 grams) packets sterilized cotton wool.
  - vi. 1 snake bit lancet.
  - vii. 1 (60ml) bottle containing a two percent alcoholic solution of iodine.
  - viii. 1 (60 ml) bottle containing solvolatile having the dose and mode of administarion indicated on the label.
  - ix. 1 roll of adhesive plaster.
  - x. 1 (30 grams) hottle of potassium permanganate crytstals.
  - xi. 1 pair scissors.
  - xii. 1 copy of the first aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
  - xiii. 1 bottle containing 100 tablets (each of 5 grams) of aspirin.
  - xiv. Ointments for burns.
  - xv. A bottle of suitable surgical antiseptic solution.
- C. Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
- D. Nothing except the prescribed contents shall be kept in the first-aid box.
- E. The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours at the work place.
- F. A person in charge of the first-aid box shall be person trained in first-aid treatment, in work places where the number of Contract Labour employed is 150 or more.
- G. In work palces where the number of Contract Labour employed is 500 or more and hospital facilities are not available within easy distance of the workers, First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
- H. Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to convey injured person or persons suddenly taken ill to the nearest hospital.

#### 4. Drinking Water:

- a. In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, sufficient supply of cold water fit for drinking.

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

**5. Washing Facilities:**

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

**6. Latrine and Urinals:**

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

Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females, as the case may be upto the first 100, and one for every 50 thereafter.

- ii. Every latrine shall be under cover and so partitioned on as to secure privacy, and shall have a proper door and fastenings.
- iii. Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside atleast once a year. Latrines shall not be of a standard lower than borehole system.

- iv.
  - i. Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women only" as the case may be.
  - ii. The notice shall also bear the figure of a man or a woman, as the case may be.
- v. There shall be atleast one urinal for male workers upto 50 and one for female workers upto fifty employed at a time. Provided that where the number of male or female workmen, as the case may be, exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 50 and one for every 100 part thereof.
  - i. The latrines and urinals shall be adequately lighted and shall be maintained in clean and sanitary condition at all times.
  - ii. Latrines and urinals other than those connected with a flush sewerage system shall comply with the requirements of the Public Health Authorities.
- vi. Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- vii. Disposal of excreta. Unless otherwise arranged for by the local sanitary authority arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed off by putting a layer of night soil at the bottom at a pucca tank prepared for the purpose and covering it with 15cm, layer of waste of refuse and then covering it with a layer of earth for a fortnight (when it will turn into manure).
- viii. The Contractor shall, at his own expense, carryout all instructions issued to him by the Engineer-in-charge to effect proper disposal of night soil and other conservancy work in respect of the Contractor's workmen or employees on the site. The Contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such work on his behalf.

#### **7. Provision of Shelter during rest:**

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

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

**8. Creches:**

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

**9. Canteens:**

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



Provided that the inside walls of the kitchen shall be lime-washed every four months.

- f. The premises of the canteen shall be maintained in a clean and sanitary condition.
- g. Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause nuisance.
- h. Suitable arrangements shall be made for the collection and disposal of garbage.
- i. The dining hall shall accommodate at a time 30 percent of the Contract Labour working at a time.
- j. The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter per diner to accommodate as prescribed in sub-rule 9.
- k.
  - i. A portion of the dining hall, and service counter shall be partitioned off and reserved for women workers, in proportion of their number.
  - ii. Washing place for women shall be separate and screen to secure privacy.
- l. Sufficient tables, stools, chairs or benches shall be available for the number of diners to be accommodated as prescribed in sub-rules 9.
- m.
  - i.
    - 1. There shall be provided and maintained sufficient utensils, crockery, furniture and any other equipments necessary for the efficient running of the canteen.
    - 2. The furniture, utensils and other equipments shall be maintained in a clean and hygienic condition.
  - ii.
    - 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
    - 2. A service counter, if provided, shall have top with smooth and impervious material.
    - 3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment.

- n. The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the Contract Labour.
- o. The charges of food stuffs, beverages and any other items served in the canteen shall be based on No profit, No loss and shall be conspicuously displayed in the canteen.
- p. In arriving at the price of food stuffs, and other articles served in the canteen the following items shall not be taken into consideration as expenditure, namely.
  - i. The rent of land and buildings.
  - ii. The depreciatin and maintenance charges for the building and equipments provided for the canteen.
  - iii. The cost of purchase, repairs and replacement of equipments including, furniture, crockery, cutlery and utensils.
  - iv. The water charges and other charges incurred for lighting and ventilation.
  - v. The interest and amounts spent on the provision and maintenance and equipments provided for the canteen.
- q. The accounts pertaining to the canteen shall be audited once every 12 months by registered accounts and auditors.

**10. Anti Malarial Precautions:**

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

**11. Amendments:**

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

## CONTRACTORS'S LABOUR REGULATIONS

### 1. Short Title

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

### 2. Definitions

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

a. Who is employed mainly in a managerial or administrative capacity : or

b. Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office by reason of powers vested in him, functions mainly of managerial nature;

c. Whos is an out worker, that is to say a person to whom any article or materials are given out by or on behalf of the principal employer to be made up cleaned, washed, altered, ornamental finished repaired, adopted or otherwise processed for sale for the purposes of the trade or business of the principal employer and the process is to be carried out either in the home of the out worker or in some other premises not being premise under the Central and management of the principal employer.

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

- ii. **Fair wage** means wage whether for time or place work fixed and notified under the provisions of the Minimum Wages Act from time to time.

- iii. **Contractor** shall include every person, who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through Contract Labour or who supplies Contract Labour for any work and includes a Sub-Contractor.

- iv. **Wages** shall have the same meaning as defined in the payment of Wages Act.

### 3.

- i. Normally working hours of an employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more that 12 hours on any day.

- ii. When a worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid overtime for the extra hours put in by him at double the ordinary rate of wages.
- iii.
  - a. Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.
  - b. Where the Minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest the worker shall be entitled to rest day wages at the rate applicable to the next proceeding day provided he has worked under the same Contractor for a continuous period of not less than 6 days.
  - c. Where Contractor is permitted by the Engineer-in-charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

#### **4. Display of Notice regarding wages etc.**

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

#### **5. Payment of Wages**

- i. The Contractor shall fix wage period in respect of which wages shall be payable.
- ii. No wage period shall exceed one month.
- iii. The wages of every person employed as Contract Labour in an establishment or by a Contractor where less than one thousand, such persons are employed shall be paid before the expiry of the seventh day and in other cases before expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

- iv. Where the employment of any worker is terminated by or on behalf of the Contractor the wages earned by him shall be paid before the expiry of the second working day from the date of which his employment is terminated.
- v. All payments of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- vi. Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.
- vii. All wages shall be paid in current coin or currency or in both.
- viii. Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the payment of Wages Act 1956.
- ix. A notice showing the wages period and the place and time of disbursement of wage shall be displayed at the place of work and a copy sent by the Contractor to the Engineer-in-charge under acknowledgement.
- x. It shall be duty of the Contractor to ensure the disbursement of wages in the presence of the Site Engineer or any other authorised representative of the Engineer-in-charge who will be required to be present at the place and time of disbursement of wages by the Contractor to workmen.
- xi. The Contractor shall obtain from the Site Engineer or any other authorised representative of the Engineer-in-charge as the case may be a certified under his signature, at the end of the entries in the "Register of Wages" or the "Wages-cum-Muster Roll" as the case may be in the following form.

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

#### **6. Fines and deduction which may be made from wages**

- i. The wages of a worker shall be paid to him without any deductions of any kind except the following.
  - a. Fines
  - b. Deductions for absence from duty i.e., from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion of the period for which he was absent.

- c. Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
  - d. Deduction for recovery of advance or for adjustment or over-payment of wages, advance granted shall be entered in register.
  - e. Any other deduction which the Central Government may from time to time allow.
- ii. No fines should be imposed on any worker save in respect of such acts and omission on his part as have been approved of by the Chief Labour Commissioner.

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

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

## 7. Labour Records

- i. The Contractor shall maintain **Register of persons employed** on work on contract in form XIII of the CL (R & A) Central Rules 1971 (Appendix IV).
- ii. The Contractor shall maintain a **Muster Roll** register in respect of all workmen employed by him on the work under contract in form XVI of the CL(R&A) Rules 1971 (Appendix V).
- iii. The Contractor shall maintain a **Register of wages** in respect of all workmen employed by him on the work under contract in form XVII of the CL (R & A) Rules 1971 (Appendix VI).

- iv. **Register of accidents:** The Contractor shall maintain a register of accident in such form as may be convenient at the work place but the same shall include in following particulars:
- a. Full particulars of the labourer who met with accident.
  - b. Rate of wage.
  - c. Sex
  - d. Age
  - e. Nature of accident and cause of accident
  - f. Time date of accident
  - g. Date and time when admitted in Hospital
  - h. Date of discharge from the Hospital
  - i. Period of treatment and result of treatment
  - j. Percentage loss of earning capacity and disability as assessed by Medical Officer.
  - k. Claim required to be paid under Workmen's Compensation Act.
  - l. Date of payment of compensation.
  - m. Amount paid with details of the person to whom the same was paid.
  - n. Authority by whom the compensation was assessed.
  - o. Remarks.
- v. The Contractor shall maintain **Register of Fines** in the form XII of the CL (R & A) Rules 1971 (Appendix XI).  
The Contractor shall display in a good condition and in a conspicuous place of work the approved list of Acts and Omissions for which fines can be imposed (Appendix X)
- vi. The Contractor shall maintain a **Register of deductions** for damage or loss in form XX of the CL (R & A) Rules 1971 (Appendix XII)
- vii. The Contractor shall maintain a **Register of Advance** in form XXIII of the CL (R & A) Rules 1971 (Appendix XIII).
- viii. The Contractor shall maintain a **Register of Overtime** in form XXIII of the CL (R & A) Rules 1971 (Appendix XIV).

#### **8. Attendance card-cum-wage slip**

- i. The Contractor shall issue Attendance Card cum Wage slip to each workman employed by him in the specimen form at Appendix – VII.
- ii. The card shall be valid for each wage period.

- iii. The Contractor shall mark the attendance of each workman on the card twice a day. Once at the commencement of the day and again after the rest interval, before he actually starts work.
- iv. The card shall remain in possession of the worker during the wage period under reference.
- v. The Contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of wages and retain the card with himself.
- vi. The Contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

#### **9. Employment Card.**

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

#### **10. Service Certificate.**

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

#### **11. Preservation of Labour Records.**

All records required to be maintained under Regulations Nos. 6 and 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-charge, labour Officer or any other officers authorised by the Department.

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

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

#### **13. Report of Labour Officer.**

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



regulations, actual payment to labourers will be made by the Engineer-in-charge after the Director, IISER-TVM Engineer has given the decision on such appeal.

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

#### **14. Appeal against the decision of labour officer.**

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

#### **15. Prohibition regarding representation through lawyer.**

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

#### **16. Inspection of Books and Slips**

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

**17. Submission of Returns.**

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

**18. Amendments**

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

**REGISTER OF MATERNITY BENEFIT**

Name and Address of Contractor(s) :.....

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

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

Date on which maternity leave commenced and ended

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

Leave pay paid to the employee

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

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

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

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

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

**LABOUR BOARD**

Name of work : .....

Name of Contractor : .....

Address of Contractor : .....

Name and address of IISER Office : .....

Name of Labour Enforcement Officer : .....

Address of Labour Enforcement Officer : .....

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

Weekly Holiday : .....

Wages period : .....

Date of payment of wages : .....

Working hours : .....

Rest Interval : .....

**Form - XIII REGISTER OF WORKMEN EMPLOYED BY CONTRACTOR**

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

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

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

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

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

Form – XVI  
**MUSTER ROLL**

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

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

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

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

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

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



**WAGE CARD**

Wage Card No.

Name and address of contractor: \_\_\_\_\_ Date of Issue : \_\_\_\_\_  
 Name and location of work : \_\_\_\_\_ Designation : \_\_\_\_\_  
 Name of Workman: \_\_\_\_\_ Monthly / Fortnight : \_\_\_\_\_

Rate of Wages:

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

Appendix - 'VII' (Obverse)

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

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

Appendix – 'VII' (Reverse)

Form – XIX

**WAGES SLIP**

- Name and address of Contractor :
- Name and Father/Husband of workman :
- Nature and location of work :
- For the Week/Fornight /Month ending :
1. No. of days worked :
2. No. of units worked in case of piece rate workers :
3. Rate of daily wages/piece rate :
4. Amount of overtime wages :
5. Gross wages payable :
6. Deduction, if any :
7. Net amount of wages paid :

Initials of the Contractor or his representative

Form – XIV

**EMPLOYMENT CARD**

- Name and address of the Contractor :
- Name and address of establishment :
- in/under which contract is carried out :
- Name and address of Principal Employer :
1. Name of the workman :
2. Sl. No. in the register of workman employed :
3. Nature of employment/designation :
4. Wage rate (with particulars of unit in case of piece work):
5. Wage period :
6. Tenure of employment :
7. Remarks :

Signature of Contractor

Appendix – 'IX'

FORM – XV  
**SERVICE CERTIFICATE**

Name and Address of Contractor :

Name and Address of establishment

in/under which contract is carried out :

Nature and location of work :

Name and Address of workman :

Age or date of birth :

Name and Address of Principal Employer :

Identification Marks :

Father's/Husband's name :

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

Signature

**LIST OF ACTS AND OMISSION FOR WHICH FINE CAN BE IMPOSED**

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

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

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

Appendix – 'XII'

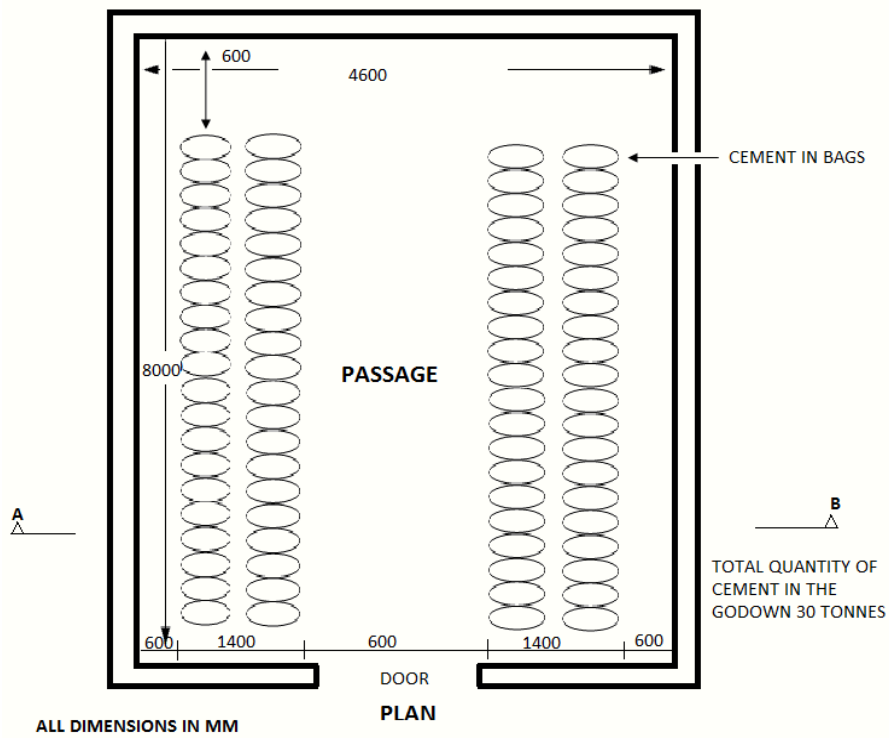
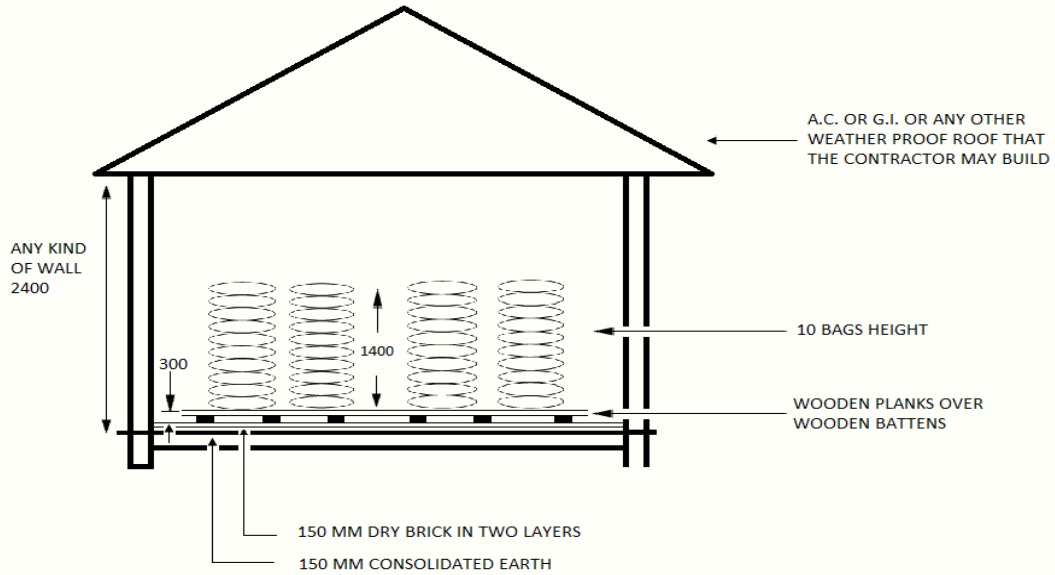
Form – XX <b>REGISTER OF DEDUCTION FOR DAMAGE OR LOSS</b>  Name and address of the contractor : .....  Name and address of establishment under which contract is carried on : .....  Nature and location of the work : .....  Name and address of Principal Employer : .....		Remarks	13		
		Date of Recovery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

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



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

SKETCH OF CEMENT GODOWN



DRAFT FOR  
GUARANTEE BOND FOR EARNEST MONEY

(To be used by Approved Schedule Banks)

1. In consideration of Director, IISER-TVM (hereinafter called "The Director") having agreed to accept from .....(hereinafter called the said tenderer) a Bank Guarantee in Lieu of Earnest Money Deposit in Cash, under the terms and conditions contained in the Notice Inviting Tender (hereinafter referred to as N.I.T) for the work of ..... bearing No..... and dated ..... (hereinafter referred to as "the said works"), for Rs..... (Rupees .....only) in words. We the ..... BANK (hereinafter called the said Bank) do hereby undertake to pay to IISER-TVM the sum of Rs..... (RUPEES .....ONLY) (in words), by reason of the said tenderer's failure to enter into an agreement of contract on institutions of acceptance of his tender and/or to convene the contract works and or failure to deposit the Security Depositi within the stipulated period as per the terms and conditions relating to and/or governing the contract and/or specified in the N.I.T.
2. We..... (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said tenderers. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We undertake to pay to the IISER-TVM any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

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

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

out by the said tenderers and accordingly discharges this guarantee unless a demand or a claim we shall be discharged from all liability under this guarantee thereafter.

5. We,..... Bank further agree with the IISER-TVM that the IISER-TVM shall have the fullest liberty without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the N.I.T and/or terms and conditions governing the contract or to extend the time of validity of the offer from the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the IISER-TVM against the said tenderer and to forbear or enforce any of the terms and conditions of the NIT and we shall not be relieved from our liability hereunder by reason of any such variation, or extension being granted to the said tenderer or for any forbearance act or omission on part of the IISER-TVM or any indulgence by the IISER-TVM to the said tenderer or by any such matter or thing whatsoever which under the law relating to surety/guarantee would but for this provision have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the tenderers.
7. We,.....  
..... (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the IISER-TVM in writing.
8. This Guarantee shall be valid upto ..... unless extended on demand by IISER-TVM. Notwithstanding any thing mentioned above, our liability against this Guarantee is restricted to Rs..... (RUPEES .....ONLY) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee, all our liabilities under this Guarantee shall stand discharged.

Dated            the            .....day            of  
.....20.....  
for ..... (indicate the name of Bank)

Accepted

For and on behalf of the  
Director, IISER-TVM.

DRAFT FOR  
PERFORMANCE GUARANTEE - BANK GUARANTEE BOND

1. In consideration of the Director, IISER-TVM (hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement No..... dated ..... made between ..... and for the work ..... (hereinafter called "the said Agreement") having agreed to production of a Bank Guarantee for Rs..... (RUPEES..... ONLY). We..... (indicate the name of the Bank ) ..... (hereinafter referred to as the Bank") at the request of ..... Contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs..... (RUPEES ..... ONLY) on demand by Government.
2. We,..... (indicate the name of the Bank) do hereby undertake to pay amounts due and payable under this guarantee without any demure merely on a demand from the IISER-TVM stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor (s). Any such demand made on the Bank shall be conclusive as regards to amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
3. We undertake to pay to the IISER-TVM any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

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

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

have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee.

5. We,.....  
..... (indicate the name of the Bank) further agree with the IISER-TVM that the IISER-TVM shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IISER-TVM against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the IISER-TVM or any indulgence by the IISER-TVM to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s).
7. We,.....  
..... (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the IISER-TVM in writing.
8. "This Guarantee shall be valid upto ..... unless extended on demand by IISER-TVM. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs.....(RUPEES..... ONLY) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee, all our liabilities under this Guarantee shall stand discharged.

Dated the ..... day of

.....20.....

for.....

..... (indicate the name of the Bank)

Note:-

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

I/We, have submitted a Bank guarantee for the work  
 ..... (Name of work)  
 AgreementNo.....dated ..... from  
 ..... (name of Bank with full address) to the Engineer,  
 IISER-TVM/Engineer-in-charge with a view to seek exemption from payment of Security  
 Deposit in cash. The Bank guarantee expires on  
 .....I/We undertake to keep the validity of the Bank  
 guarantee intact by getting it extended from time to time at my/our own initiative upto a  
 period of ..... months after the recorded  
 date of completion of the work as directed by the Engineer-in-charge.

I/We also indemnify the IISER-TVM against any losses arising out of non-encashment of  
 the Bank guarantee, if any.

Note: This affidavit is to be given by the executants before a first class Magistrate.

**SCHEDULE 'B'**

Schedule of materials to be issued to the contractor.

Sl. No	Description of item	Approximate Quantity	Rates at which the material will be charged to the contractor	Permissible wastage	Place of issue

Recovery rates for quantities beyond permissible wastage.

S.No	Description of Item	Rates at which recovery shall be made from the contractor	
		Excess beyond permissible wastage	Less use beyond permissible wastage



**SCHEDULE 'F'****GENERAL RULES & DIRECTIONS:****Definitions:**

2(v)	Engineer-in-Charge	:	Engineering Officer authorized by IISER TVM
2(viii)	Accepting Authority	:	Registrar IISER TVM
2(x)	Percentage on cost of materials and Labour to cover all overheads and profits	:	15%

**Clause 1**

- i. Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance : 15 days
- ii. Maximum allowable extension beyond the period provided in (i) above : 15 days

**Clause 2**

Authority for fixing compensation under clause 2 : Registrar IISER TVM

**Clause 5**

Number of days after the date of issue of letter of acceptance for reckoning date of start : 15 days

Mile stone(s) as per table given below:-

Sl.No.	Description of Milestone (Physical)	Time allowed in days(from date of start)	Amount to be with-held in case of non-achievement of mile stone
1			
2			
3			
4			
5			

Time allowed for execution of work : Two Months

**Clause 6, 6A**

Clause applicable - (6 or 6A) : Not Applicable

**Clause 7**

Gross work to be done together with net payment /adjustment of advances for material collected,

if any, since the last such payment for being eligible to interim payment : Not Applicable

**Clause 10CC** : Not Applicable

**Clause 11**

Specifications to be followed for execution of work : CPWD Specifications

**Clause 12**

12.2. & 12.3 Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for superstructure : Not Applicable

12.5 Deviation Limit beyond which clauses 12.5 shall apply for foundation work : Not Applicable

**Clause 16**

Competent Authority for deciding reduced rates : Engineer-in-Charge

**Clause 18**

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

- |         |         |         |
|---------|---------|---------|
| 1. .... | 2. .... | 3. .... |
| 4. .... | 5. .... | 6. .... |
| 7. .... | 8. .... | 9. .... |

**Clause 36 (i)**

Requirement of Technical Representative(s) and recovery Rate

S.No.	Minimum Qualification of Technical Representative	Discipline	Designation	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)
						Figures

Assistant Engineers retired from Government services and holding Diploma in Engineering will be treated at par with Graduate Engineers.