



**भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान पुणे**  
**INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH ( IISER ) PUNE**  
(An Autonomous Institution of the Ministry of HRD, Govt. of India)  
900, NCL Innovation Park, Dr. Homi Bhabha Road, Pune – 411 008.

No: 23(1)/SE/IISER/2014/373

Dated 28.11.2014

**NOTICE INVITING TENDER**

The Superintending Engineer invites on behalf of the Director, IISER, Pune, sealed item rate tenders from IISER Pune empanelled agencies for electrical works for the work mentioned below.

Sr No.	Description of work in Brief	Estimated cost (Rs.)	Earnest Money Deposit ( EMD ) (Rs.)	Last date for application & Issue of the tender	Date & time of Submission of tender	Date & time of opening of tender
1	2	3	4	5	6	7
1.	Providing electrical distribution works at various locations of IISER, Pune during year 2014.  NIT No : 13/IISER/Pune/2014-15	44,25,569/-	88,511/-	6/12/2014 up to 4.30 P.M.	10/12/2014 up to 3.00 P.M.	10/12/2014 At 3.30 P.M.

Time for completion is one months. The tender forms and other details can be downloaded from IISER Pune website or may be obtained from the office of the Superintending Engineer, IISER, Pune on payment of Rs. 500/- ( non-refundable) payable in the form of pay order or Demand Draft on any Scheduled Commercial bank payable at Pune in favour of Director, IISER, Pune. The tender fee can be deposited in the above form can be deposited along with EMD for the bid document.

Issued to:

All IISER, Pune empanelled electrical agencies by email & by post.



## भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान पुणे

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH  
(IISER) PUNE

**Name of work: Providing electrical distribution works at various locations of IISER, Pune during year 2014.**

**NIT NUMBER : 13 /IISER/PUNE/ 2014-2015**

### **TO BE SUBMITTED TO:**

**The Director  
IISER, Pune  
900, NCL Innovation Park,  
Dr. Homi Bhabha Road,  
Pashan, Pune - 411 008  
Maharashtra**

**Name of work : Providing electrical distribution works at various locations of IISER, Pune during year 2014.**

NIT NUMBER : 13/ IISER/PUNE/2014-2015

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**INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH  
(IISER) PUNE**

**SECTION I -NOTICE INVITING TENDER**

1. The Superintending Engineer invites on behalf of the Director, IISER, Pune, sealed item rate tenders from IISER Pune short listed registered electrical contractors of CPWD, State PWD or MES departments for the work mentioned below.

Name of work: Providing electrical distribution works at various locations of IISER, Pune during year 2014.

NIT NUMBER : 13 / IISER/PUNE/2014-2015

Estimated cost put to tender	: Rs. 44,25,569/-
Period of completion	: one month
Cost of tender documents	: Rs. 500/- ( Five hundred only) - (Non – refundable )
Bid security/ EMD	: Rs 88,511/-
Last Dates & time of sale of Tender	: 6/12/2014 up to 4.30 P.M.
Last date & time of submission of tender	: up to 3.00 PM on 10/12/2014
Time & date of opening of Tender	: At 3:30 PM on 10/12/2014

2. The applicant should be an empanelled agencies with IISER Pune in Electrical works and the registration certificate with the registration authority should be valid till the last date of receipt of tender. Tender forms will only be issued to the eligible IISER Pune short listed registered contractors. Tender notice shall be sent to all the Technically qualified short listed electrical agencies and tender document shall be issued on payment of tender document fee.
3. The time allowed for carrying out the work will be **1 ( one ) month** including monsoon period from the date of start as defined in schedule 'C' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
4. The bid shall be submitted in the original bid document (as issued by the IISER, Pune) super scribing the name of work as specified below clause.

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- 5 Submission of Bid Documents  
The bid submitted by the Bidder shall comprise the following in Main single envelop, Envelope 1 -Bid security  
Envelope 2 –Commercial documents ( All tender documents issued by IISER in original)
- All the envelopes should be sealed & super scribed with appropriate Envelope number, Tender Name and number with heading as defined above in clause 1
- 6 The Director, Indian Institute of Science Education & Research, Pune shall be the "Accepting Authority" hereinafter referred to as such for the purpose of this Contract.
- 7 Bidding documents can be directly down loaded from IISER Pune website or may be purchased from the office of The Superintending Engineer, IISER Pune, Main Lab Building, Dr. Homi Bhabha Road, Pashan, Pune-411 008 w. e. f. **1/12/2014 to 6-12-2014 between 10 00 Hrs to 16 30 Hrs** by paying a non-refundable fee of **Rs. 500/- (Rupees Five Hundred only)** in the form of pay order or Demand Draft of any Scheduled Bank , payable at Pune in favour of The Director, IISER Pune. Tender fee can be paid along with EMD at the time of submission of bid documents. Interested empanelled bidders may obtain further information at the same address or on telephone No 020 25908082 fax- 020 25908187 or email – [ysrajput@iiserpune.ac.in](mailto:ysrajput@iiserpune.ac.in).
8. The agency shall have valid PAN/TAN/ESIC/PF numbers/certificates.
- 9 Tenders forms will be issued to eligible contractors subjected to followings conditions.
- 9.1 The enlistment of the contractors should be valid on the last date of sale of tenders.
- 9.2 In case only the last date of sale of tender is extended, the enlistment of contractor should be valid on the original date of sale of tenders. In case both the last date of receipt of application and sale of tenders are extended, the enlistment of contractor should be valid on either of the two dates i.e. original date of sale of tender or on the extended date of sale of tenders.
- 9.3 Proof of latest submission of Income Tax returns for the current financial year as on 31/03/2014.
10. Bids must be accompanied by bid-security (Earnest Money Deposit) amount specified for the work in **clause 11** payable at Pune and drawn in favour of The Director; IISER Pune Bid Security shall have to be valid for 90 days beyond the validity of the bid. The bid shall be submitted in the original bid document (as issued by the IISER, Pune) super scribing the name of work as specified above.
- 11 ***Bid Security,***
- 11.1 The bid shall be accompanied by bid security amount of **Rs 88,511/-**. The bid security amount may be paid in any one of the following forms:
- Deposit at call receipt of a Scheduled Bank Guaranteed by RBI, duly pledged in favour of The Director, IISER Pune payable at Pune.
  - Demand draft of any Scheduled Bank, drawn in Favour of The Director, IISER Pune payable at Pune.
  - A part of earnest money is acceptable in the form of bank guarantee also.

In such case, 50% of earnest money or Rs. 20 lakh, whichever is less, will have to be deposited in shape prescribed above, and balance in shape of irrevocable Bank Guarantee from a Scheduled Bank and shall be valid 90 days after the validity of the offer (as per standard proforma attached).

- 11.2 Bid Security of unsuccessful Bidders will be returned to them within 90 days from the date of acceptance of bid of the successful Bidder.
- 11.3 The Bid Security may be forfeited, if
- The Bidder withdraws / modifies his Bid or any item thereof after opening of bid.
  - The successful Bidder fails within the specified time limit to commence the work.
- 12 The Document duly completed and signed shall be submitted in sealed cover. The sealed cover super-scribed Tender Document for the work of "Providing electrical distribution works at various locations of IISER, Pune during year 2014". Sealed Bids must be dropped in the Tender box at Main Lab Building, IISER Campus, Dr. Homi Bhabha Road, Pashan, Pune-411 008 on **10-12-2014** between **10:00 hrs to 15:00 hrs**.
- The bid, will be opened on the same day at **15:30 hours**, in the presence of the Bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue. Bidder who wishes to attend tender opening must carry a valid identity proof certifying his designation with said firm.
- 13 Cost of Bidding: The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the IISER, Pune will in no case be responsible and liable for these costs.
- 14 **Site visit**
- 14.1 The Bidder should inform the IISER in advance about the proposed site visit.
- 14.2 The Bidder, at his own responsibility and risk is encouraged to visit, inspect and survey the Site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the Site, the means of access to the Site, the accommodation he may require, etc. No land space shall be provided by IISER Pune for contractor labour camps.
- 14.3 In general, Bidders shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed. It may be noted that works of other agencies are also in progress and work is required to be undertaken in co-ordination with already working agencies.
- 14.4 The costs of visiting the Site shall be at the Bidders' own expense. Any report shared at the site, by the IISER is subject to verification by the contractor. Any deviations of information in the report and the actual site will not be the responsibility of the IISER.
- 15 **Content of Bidding Documents**
- 15.1 Submission of a bid by a Bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be executed and local conditions and other factors having a bearing on the execution of the works.
- 15.2 The Bidder shall submit the Bid, which satisfies each and every condition laid down in

- the bid documents, failing which, the bid is liable to be rejected.
- 15.3 The Bid shall contain no alterations or additions or overwriting, except those to comply with instructions issued by the IISER, Pune, or as necessary to correct errors made by the Bidder in which case such corrections shall be initiated by the person or persons signing the bid. Use of correction fluid is not permitted.
- 15.4 This Notice Inviting Tender shall form part of the Contract document.
- 15.5 The documents listed below comprises one set of bid document,
- a) Notice Inviting Tender
  - b) Item rate tender & Contract of Works
  - c) General Conditions of Contract
  - d) Special Conditions of Contract
  - e) Safety Code for Contract Work
  - f) Technical Specification
  - g) Schedule of Drawings and List of Specifications
  - h) Formats of various contractual documents as applicable viz: Bid Security, / Consortium Agreement, Advance Payment Guarantee, Performance Guarantee etc.
  - i) Schedule of Quantities.
- 16 Amendment of Bid Documents
- 16.1 Before the deadline for submission of bids, the IISER Pune may modify the bidding documents by issuing addenda.
- 16.2 Any addendum so issued shall be part of the bid documents as well as Contract document and shall be communicated in writing or by email / fax to all the purchasers of the bidding documents. Prospective Bidders shall acknowledge receipt of each addendum by email / fax to the IISER, Pune. Original addendum issued by IISER, Pune duly signed should be submitted along with tender documents.
- 17 Bid Validity
- 17.1 The bids submitted shall remain valid for acceptance for a period of 90 days from the date of opening of the bid. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the IISER, Pune, then the IISER, Pune shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the re-tendering process of the work.
- 18 Bid Opening
- 18.1 On the due date and time as specified in clause 12. IISER, Pune will first open envelope containing EMD of all bids received in the presence of the Bidders or their representatives who shall choose to attend. In the event of the specified date for Bid opening being declared a holiday by the IISER, Pune, and the Bids will be opened at the appointed time and location on the next working day.
- 18.2 If all Bidders have submitted unconditional Bids together with requisite Bid security, then all Bidders will be so informed then and there. Conditional bid shall be rejected. If any Bid does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly & The bid will be returned to him without opening. All other valid Bids shall be considered for further process.
- 18.3 The Bidder's name, the Bid prices, any discounts and such other details as the IISER, Pune may consider appropriate, will be announced by the IISER, Pune at the time of opening.

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19 *Clarification of Bids*

- 19.1 To assist in the examination and comparison of Bids, the IISER, Pune may, at its discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by email / fax, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the IISER, Pune in the evaluation of the Bids.
- 19.2 No Bidder shall contact the IISER, Pune on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.
- 19.3 Any effort by the Bidder to influence the IISER's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

20 Indian Institute of Science Education and Research Pune, does not bind itself to accept the lowest or any other bid, and reserves the right to reject any or all of the tenders received without assigning any reasons. Bids in which any of the prescribed conditions are not fulfilled or any conditions including that of the conditional rebate put forth by the bidder shall be summarily rejected.

21 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer-in-charge or his representative's estimate of the cost of work to be executed under the contract, the IISER, Pune may require the Bidder to produce detailed rate analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those rates with the implementation/construction methods and schedule proposed.

22 *Award Criteria*

The IISER, Pune shall award the Contract to the Bidder whose evaluated offer / bid has been determined to be the financially lowest and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to execute the Contract satisfactorily. The Board of Governors of IISER reserves the right to accept or reject any application and to annul the pre-qualification process and reject all applications at any time, without thereby incurring any liability to the affected applicants or specifying the grounds for the Employer's action.

23 The contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F'. including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor and without prejudice to any other right or remedy.

24 *Disclosures*

Any change in the constitution of the contractor's firm, where it is a partnership firm, as declared in the prequalification documents submitted by the bidders at the time of submission of pre qualification documents, should be disclosed to the IISER, Pune, at any time between the submission of bids and the signing of the contract.



Superintending Engineer  
For & on behalf of the Director, IISER, Pune

**LETTER OF TRANSMITTAL**

From

To

**THE DIRECTOR,  
INDIAN INSTITUTE OF SCIENCE EDUCATION & RESEARCH (IISER)**  
MAIN LAB BUILDING, IISER CAMPUS,  
Dr.HOMI BHABAHA ROAD, PASHAN, PUNE – 411 008

Name of work: Providing electrical distribution works at various locations of IISER, Pune during year 2014.

NIT NUMBER : 13/ IISER/PUNE/2014-2015

Sir,

Having examined the details given in press notification and the tender document for the above work, I/we hereby submit the tender documents and other relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
2. I/We have furnished all information and details necessary for eligibility criteria and have no further pertinent information to supply.
3. I/We submit the requisite certified solvency certificate and authorize the Director, IISER, Pune – 411 008 to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize Project Engineer, Pune to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/We submit the following certificates in support of our suitability, technical know-how & capability for having successfully completed the following works

Name of Work:

Certificate from

- 1.
- 2.
- 3.

- 1.
- 2.
- 3.

Enclosures:

Seal of applicant  
Date of submission

Signature(s) of applicant(s)

## **SECTION-II**

### **ITEM RATE TENDER & CONTRACT FOR WORKS**

**SECTION- II****Tender Form****Item Rate Tender & Contract for Works**

**Name of work: Providing electrical distribution works at various locations of IISER, Pune during year 2014.**

NIT NUMBER : 13/ IISER/PUNE/2014-2015

- (a). Tender(s) to be submitted by (time) 3.00 PM on **10-12-2014** to Superintending Engineer, Indian Institute of Science Education and Research, Pune
- (b). Tender(s) to be opened in presence of tenderers who may be present at 3.30 hours on **10-12-2014** in the office of the Superintending Engineer , Indian Institute of Science Education and Research ,Pune

Issued to : \_\_\_\_\_ (contractor)

Signature of officer issuing the documents -----

Designation

Date of Issue :

**TENDER**

I/We have read and examined the notice Inviting Tender, Schedule, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, special conditions, Schedule of Rate & other document and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Director Of Indian Institute of Science Education and Research Pune (IISER-Pune) within the time

specified in Schedule 1 ( one) months viz, schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to the Conditions of contract and with such materials as are provided for and in respects in accordance with such conditions so far as applicable.

We agree to keep the tender valid for (90) ninety days from the due date of its opening and not to make any modifications in its terms and conditions.

A sum of Rs (figure)------(in words) -----

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has been deposited in Deposit at call Receipt of a Schedule bank/demand draft of a scheduled bank/bank guarantee issued by a Schedule Bank as earnest money. If I/we, fail to furnished the prescribed performance guarantee within prescribed period, I/we agree that the said Director Of Indian Institute of Science Education and Research Pune(IISER-Pune) or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, if i/we fail to commence work as specified, I/we agree that Director Of Indian Institute of Science Education and Research Pune(IISER-PUNE) or his successors in office shell without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'C' and those in excess of that limit at the rates to be determined in accordance with the provision containing in the clause 12.2 & 12.3 of the condition of contract.

Further, I/We agree that in case of forfeiture of earnest money or both earnest money & performance guarantee as aforesaid, I/We shall be debarred for the participation in the re-tendering process of the work.

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/ confidential documents and shall not communicate information / derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the state or IISER Pune.

Dated .....

Signature of Contractor

Seal

Postal Address

Witness :

Address:

Occupation:

**ACCEPTANCE**

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

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

(a)

(b)

(c)

For & on behalf of the Director, IISER Pune

Signature.....

Dated.....

**INDIAN INSTITUTE OF SCIENCE EDUCATION AND  
RESEARCH – IISER PUNE.**

**SECTION – III**

**GENERAL CONDITIONS OF CONTRACT**

**INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH PUNE****(i) General Rules & Directions**

1. All work proposed for execution by contract will be notified in a form of invitation to tender prominently displayed in public places and signed by the officer inviting tender or by publication in Newspapers as the case may be.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the application, and the amount of the security deposit and performance guarantee to be deposited by successful tenderer and the percentage, if any, to be deducted from bills.

Copies of specification, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner 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 to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act' 1952.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a 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 due authority to give effectual receipts for the firm.
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, including conditional rebates will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.(Applicable for Item Rate Tender only)

The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.

- 4 A. In case of Percentage Rate Tender, tenderer shall fill up usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in schedule of quantity at schedule-A, he will be willing to execute the work. Tenders, which propose any alteration in the work specified in the said form of the invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractor who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name & number of the works to which they refer, written on the envelopes.
5. The officer inviting tender or his duly authorized representative will open tenders 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 shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule-I. The earnest money of all unsuccessful bidders shall thereupon be returned to the contractor remitting the same, without any interest.
6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the officer inviting tender and the contractors shall be responsible for ensuring that he procures a receipt signed by the officer inviting tender or a duly authorized cashier/accounts officer.
8. The memorandum of work tendered for and the schedule of materials to be supplied by the department and their issue-rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.



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9. The tenderers shall sign a declaration under the official Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.
- 9A. Use of correcting fluid, anywhere in tender documents is not generally permitted. Such Tender is liable for rejection.
10. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below / above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event of no rates has been quoted for any item(s), leaving space both in figure ( s), word (s), and amount blank, the rate for such item will be considered as per Departmental estimates and the amount will be worked out accordingly. In the event of any bidder writes "Not quoted" against any item of works then this will be considered as **conditional tender** and will be summarily rejected.
- 10A In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing items rate is liable to be rejected. Percentage quoted by the contractor in the percentage rate tender shall be accurately filled in figures and words, so that there is no Discrepancy. However if the contractor has worked out amount of the tender and if any discrepancy is found in percentage quoted in words and figure, the percentage with corresponds with amount worked out by the contractor shall, unless otherwise proved, be taken as correct. If the amount of tender is not worked out by contractor or it does not correspond with the percentage written either in figures or in words, then percentage quoted by the contractor in words shall be taken as correct. Where the percentage quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the percentage quoted by the contractor will, unless otherwise proved, be taken as correct and not the amount.
11. In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to disqualified and rejected.

12. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. Rs. 2.15 P and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
- 12A In Percentage Rate Tender, the tenderer shall quote percentage below /above (in figure as well as in words) at which he will be willing to execute the work. He shall also work at the total amount of his offer and same should be written in the figures as well as in Words in such a way that no interpolation is possible. In case of figures, the word 'Rs' should be written before the figure of rupees and word 'P' after the decimal figures e.g. 'Rs 2.15P' and in case of words, the word 'Rupees' should be precede and the word 'Paise' should be written at the end.
13. (i) The Contractor, whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in scheduled C. This guarantee shall be in the form of Deposit at call receipt of any scheduled bank/ banker's cheque of any scheduled bank/Demand draft of any scheduled bank /Pay order of any scheduled bank or Government Securities or Fixed Deposit Receipt or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.
- (ii) The Contractor, whose tender is accepted, will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 5% of the tendered value of the work. The Security Deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money deposited at the time of tenders, will be treated as a part of the Security Deposit. The security amount will also be accepted in the shape of Government Securities. Fixed Deposit Receipt and Guarantee Bonds of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.
14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.

15. Sales-tax/Vat, (except service tax) purchase tax, turnover tax or any other tax on material in respect of this contract shall be payable by the contractor and IISER Pune will not entertain any claim whatsoever in respect of the same. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the contractor.
16. The contractor shall give a list of IISER employees, if any, related to him.
17. The tender for the work shall not be witnessed by a contractor or Contractors who himself/ themselves has/ have tendered or who may and has/ have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
18. The tender for composite works includes, in addition to building work, all other works such as sanitary and water supply installations ,drainage installation, External Façade, Electrical works, Heating ventilation and air conditioning system, Integrated Building Management system, Lifts, roads and path etc. The tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical Heating ventilation and Air conditioning system, Integrated Building Management system, Solar Water Heating system works in the composite tender.
19. 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 Project Engineer-cum-Estate Officer may at his discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

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## CONDITIONS OF CONTRACT

### Definitions:

- 1 The **contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Director, Indian Institute Of Science Education and Research Pune and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- 2 In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them :-
  - i). The expression **works** or **work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
  - ii). 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.
  - iii). The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
  - iv). The **Director**, Indian Institute of Science Education and Research Pune means his successors also.
  - v) The **Engineer-in-Charge** means Engineer/Officer either from IISER, Pune or consultant notified by The Director (IISER, Pune) who shall supervise and be in-charge of work and who shall act on behalf of the Director, IISER for execution of contract.

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- vi) **IISER** means Indian Institute of Science Education and Research Pune, or his authorized representative.
- vii) **Accepting Authority** shall mean the authority mentioned in Schedule 'C'.
- viii) **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by IISER Pune of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to IISER-Pune's faulty design of works.
- ix). **Market Rate** shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'C' to cover, all overheads and profits.
- x). **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the CPWD Delhi schedule of rates mentioned in Schedule 'C' hereunder, with the amendments thereto issued up to the date of receipt of the tender.
- xi). **Department** means Indian Institute of Science Education and Research Pune. (IISER Pune)
- xii). **Specifications** means the specifications contained in tender documents, CPWD specifications 2009 Vol I & II with up to date correction slips, Indian standard specification as applicable in the area where the work is to be executed
- xiii). **Tendered Value** means the value of the entire work as stipulated in the letter of award.
- xiv). **Consultant** means Consultant appointed by the Indian Institute of Science Education and Research Pune.

- xv) **Date of commencement of work:** The date of commencement of work shall be the date of start as specified in schedule "C" or the first date of handing over the site, whichever is later, in accordance with the phasing if any, as indicated in the tender documents.
- 3 Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
- 4 Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 5 The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications. Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract
- 6 The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
7. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
8. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General conditions.

- 8.1. In the case of discrepancy between the schedules of quantities, the specifications and or the drawings, the following order of preference shall be observed.
- (i) Description of schedule of Quantities
  - (ii) Technical specification and Special Condition, if any.
  - (iii) C.P.W.D. Specification
  - (iv) Drawings
  - (v) Indian Standard Specifications of B.I.S.
- 8.2 If there are varying or conflicting provision made in any one document forming part of the contract, the Accepting Authority shall be deciding authority with regard to the intention of the documents and his decision shall be final and binding on the contractor.
- 8.3 Any error in the description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
9. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall within one month from the stipulated date of start of the work, sign the contract consisting of:-
- (i) The notice inviting tender, all the documents including drawings if any, forms the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
  - (ii) Standard Form Consisting of followings
    - (a) NIT, Work order
    - (b) Item rate tender form & Contract for worker.
    - (c) General Rules and Directions

- (d) Condition of contracts
  - (e) Clauses of contracts
  - (f) Safety code
  - (g) Model rules for the protection of health, sanitary arrangements for workers employed by IISER or its Contractors.
  - (h) Contractors labour regulations
  - (i) Proforma of agreement
  - (j) Proforma of Schedule A to C
  - (k) Special Condition of contracts
  - (l) Technical specifications
  - (m) Tender drawings
  - (n) Priced Schedule of quantities.
  - (o) All correspondence between the parties till award of contract
- (iii) Till such time contract agreement is signed between the parties, all the documents mentioned Sr. 9 (i), 9 (ii)- (a to o ) above shall be binding on the contractor.
- (iv) No payment for the work done will be made unless contract is signed by the contractor.



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**(iii) CLAUSES OF CONTRACT****CLAUSE – I****Performance Guarantee**

- (i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'C' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'C' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Deposit at call receipt of any Schedule Bank/Banker's Cheque of any Schedule Bank/Demand Draft of any Scheduled Bank/Pay Order of any Scheduled Bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled 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 Pune 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 Pune to make good the deficit.
- (ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended 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 Engineer-in-Charge shall not make a claim under the Performance Guarantee except for amounts to which the Director IISER Pune 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 Engineer-in-Charge may claim the full amount of the Performance Guarantee.

- (b) Failure by the contractor to pay Director IISER Pune 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 serving of notice to this effect by Engineer-in-Charge.
- (iv) In the event of the contract being determined or rescinded under provision of any of the Clause / Condition of the agreement, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Director IISER Pune.

### **CLAUSE – I A**

#### **Recovery of Security Deposit :-**

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit IISER Pune at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by IISER Pune by way of Security Deposit unless he/ they has/have deposited the amount of Security at the rate mentioned above 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 Pune 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 Director IISER Pune to make good the deficit.

All compensations or the 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 Pune 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 make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Director IISER Pune, 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 the running bills of the contractor at the rates mentioned above and the Earnest money deposited at the time of tenders will be treated as part of the Security Deposit.

The security deposit as deducted above can be released against bank guarantee issued by a Scheduled Bank, on its accumulations to a minimum of Rs.5 lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs.5 lakh.

**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 paper would be ascertained by the Director IISER Pune 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.

**Note – 2:** Government Securities will include all forms of Securities mentioned in Rule No. 274 of the G.F Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

**Note – 3:** Note 1 & 2 above shall be applicable for both clause 1 and 1A.

**CLAUSE -2 - Compensation for Delay :-**

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

This will also apply to items or group of items for which a separate period of completion has been specified.

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|-----|-----------------------------------|--|
| (i) | Compensation for<br>Delay of work | @1.5% per month of delay<br>computed on per day basis. |
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Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the IISER Pune. In case, the contractor does not achieve a particular milestone mentioned in schedule C, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a

milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

**CLAUSE– 2A - Incentive for Early Completion:-**

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

**CLAUSE– 3 - When Contract can be Determined:-**

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

- i). If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii). If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- iii). If the Contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such

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date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.

- iv). If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- v). If the contractor shall offer or give or agree to give to any person in IISER Pune service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for IISER Pune.
- vi) If the contractor shall obtain a contract with IISER Pune as a result of wrong tendering or other non-bonafide methods of competitive tendering.
- vii) If the contractor being an individual or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceeding for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or compositions or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- viii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle to make the court to make winding up order.
- ix) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- x) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign,

transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge.

- xi). If the work is not started by the contractor within 1/8<sup>th</sup> of the stipulated time.

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

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

In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any 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 thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

### **CLAUSE-3A**

In case, the work cannot be started due to reasons not within the control of the contractor in accordance with clause 5.2 within 1/8<sup>th</sup> of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be

refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

#### **CLAUSE– 4**

##### **Contractor liable to pay compensation even if action not taken under clause 3:-**

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause–3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation 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 clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and 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 expense of any such sale shall be final and conclusive against the contractor.

#### **CLAUSE– 5**

##### **Time and Extension for Delay :-**

The time allowed for execution of the Works as specified in the Schedule 'C' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in Schedule 'C' or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid, IISER Pune 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 IISER Pune. The chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of 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 (except for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Schedule 'C'.

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 abnormal floods
- iv). civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or.
- v). delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- vi). non-availability of stores, which are the responsibility of IISER Pune to supply, or
- vii). non-availability or break down of tools and Plant to be supplied or supplied by IISER Pune, or
- viii). Any other cause which, in the absolute discretion of 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 Mile stones 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 on the prescribed form. 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 rescheduled the mile stones for completion of work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

#### **CLAUSE– 6**

##### **Measurements of Work Done :-**

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

All measurement of all items having financial value shall be entered in Measurement Book and/ or level field book so that a complete record is obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the IISER Pune shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

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

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

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

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

#### **CLAUSE– 6A**

##### **Computerized Measurement Book :-**

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

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per format of the IISER Pune 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 representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.

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

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

The contractor shall also submit to the IISER Pune 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 IISER Pune Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

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

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

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

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the IISER Pune 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, on account of 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 work, estimated to cost Rs. fifty thousand or less till after the whole of the work shall have been completed and certificate of completion

given. For works estimated to cost over Rs. fifty thousand, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the IISER Pune in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment / adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'C', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Assistant Engineer together with the account of the material issued by the IISER Pune, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer-in-Charge, the period of ten working days will be extended to fifteen working days.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate (s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/ are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided, without prejudice to the right of the IISER Pune to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

The Engineer-in-Charge in his sole discretion on the basis of a certificate from his Assistant Engineer/Representative to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, each floor

working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.

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

**CLAUSE– 8 - Completion Certificate and Completion Plans :-**

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

**CLAUSE- 8A**

**Contractor to Keep Site Clean :-**

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

**CLAUSE- 8B - Completion Plans (as built drawing) to be Submitted by the Contractor**

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

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

**CLAUSE- 9**

**Payment of Final Bill :-**

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

- i). If the Tendered value of work is up to Rs.15 lakhs : 3 months

- ii). If the Tendered value of work exceeds Rs.15 lakhs : 6 months

**CLAUSE- 9A - Payment of Contractor's Bills to Banks :-**

Payments due to the contractor may, if so desired by him, be made to his bank, registered financial, co-operative or thrift societies or recognized financial institutions instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank, registered financial, co-operative or thrift societies or recognized financial institutions to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by IISER Pune or his signatures on the bill or other claim preferred against IISER Pune before settlement by the Engineer-in-Charge of the account or claim by payment to the bank, registered financial, co-operative or thrift societies or recognized financial institutions. While the receipt is given by such banks; registered financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall wherever possible present his bills duly receipted and discharged through his bank, registered financial, co-operative or thrift societies or recognized financial institutions.

Nothing herein contained shall operate to create in favour of the bank; registered financial, co-operative or thrift societies or recognized financial institutions any rights or equities vis-à-vis the Director IISER Pune.

**CLAUSE- 10 - Materials to be Provided by the Contractor :-**

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

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



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

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

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

The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped with the all necessary testing equipments.

**CLAUSE- 10 A - Secured Advance on Non-Perishable Materials: -**

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 up to 90% of the assessed value of any materials which are in the opinion of the Engineer-in-Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are

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

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

**CLAUSE-10B - Mobilization Advances :-**

- (i) Mobilization Advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be paid in two or more installments to be determined by the Engineer-in-Charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-Charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge.

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

Provided always that provision of Clause 10 B shall be applicable only when so provided in 'Schedule C'.

**Plant Machinery & Shuttering Material Advance:-**

- (ii) An advance for plant, machinery & shuttering material required for the work and brought to site by the Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery, which in the

opinion of the Engineer-in-Charge will add to the expeditious execution of work and improve the quality of work. In the case of new plant and equipment to be purchased for the work, the advance shall be restricted to 90% of the price of such new plant and equipment paid by the contractor for which the contractor shall produce evidence, satisfactory to the Engineer-in-Charge. In the case of second hand and used plants and equipment, the amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be decided by the Engineer-in-Charge. The contractor shall, if so required by the Engineer-in-Charge, submit the statement of value of such old plant and equipment duly approved by a Registered Valuer recognized by the Central Board of Direct Taxes under the Income-Tax Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on any plant and equipment of a value less than Rs. 50,000/- Seventy five per cent of such amounts of advance shall be paid after the plant and equipment is brought to site and balance twenty five per cent on successfully commissioning the same. However, total amount of advance for plant machinery and shuttering material shall be limited to 5% of the tendered value for the work.

Leasing of equipment shall be considered at par with purchase of equipment and shall be covered by tripartite agreement with the following:-

1. Leasing company which gives certificate of agreeing to lease equipment to the contractor.
2. Engineer-in-Charge, and
3. The contractor

This advance shall further be subject to the condition that such plant and equipment (a) are considered by the Engineer-in-Charge to be necessary for the works; (b) and are in working order and are maintained in working order; (c) hypothecated to the IISER Pune as specified by the Engineer-in-Charge before the payment of advance is released. The contractor shall not be permitted to remove from the site such hypothecated plant and equipment without the prior written permission of the Engineer-in-Charge. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation failing which such advance shall be entirely recovered in lump sum. For this purpose, steel scaffolding and form work shall be treated as plant and equipment.

The contractor shall insure the plant and machinery for which mobilization advance is sought and given, for a sum sufficient to provide for their replacement at site. Any amounts not recovered from the insurer will be borne by the contractor.

The said Bank Guarantee for advances shall initially be made for the full amount and valid for the contract period, and be kept renewed from time to time to cover the balance amount and likely period of complete recovery together with interest.

**Interest and Recovery:-**

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

(iv) If the circumstances are considered reasonable by the Engineer-in-charge, the period

Mentioned in (ii) and (iii) for request by the contractor in writing for grant of mobilization advance and plant and equipment advance may be extended in the discretion of Engineer-in-charge.

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

If after submission of the tender the price of any material incorporated in the works and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes in Sales tax/VAT) and such increase in the price and/or wages prevailing at the time of last stipulated date for receipt of the tenders including extension if any for the work, and the contractor thereupon necessarily and properly pay in respect of that material (incorporated in the works) such increased price and/or in respect of labour engaged on the execution of the work such increased wages, then the amount of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of work in question.

If after submission of the tender, the price of any materials incorporated in the works and/or wages of labour is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes in sales tax/VAT.) and such decrease in price and/or in the wages prevailing at the time of receipt of the tender for the work. IISER Pune shall in respect of materials incorporated in the works and/or labour engaged on the execution of the work after the date of coming into force of such law, statutory rule or order to 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

the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and /or wages of labour on the coming into force of such law, statutory rule or order.

The contractor shall, for the purpose of this condition, keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorized representative of the IISER Pune, and further shall, at the request of the Engineer-in-Charge may require any documents 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 position to supply.

#### **CLAUSE– 10-CA**

##### **Payment due to Variation in Prices of Materials after receipt of tender :-**

If after submission of the tender, the price of materials specified in Schedule 'C' increases / decreases beyond the price(s) prevailing at the time of the last stipulated date for receipt of tenders (including extensions, if any) for the work, then the amount of contract shall accordingly be varied and provided further that any such variations shall be effected for stipulated period of contract including the justified period extended under the provisions of Clause 5 of the contract without any action under Clause 2.

However, for work done/during the justified period extended as above, it will be limited to indices prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less.

The increase/decrease in prices shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and industry and base price for materials as issued under the authority of Director General (Works), CPWD as valid on the last stipulated date of receipt of tender, including extension if any and for the period under consideration. In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule 'C' shall be followed.

The amount of the contract shall accordingly be varied for all such materials and will be worked out as per the formula given below for individual material:-

$$V = P \times Q \times \frac{CI - Clo}{Clo}$$

Where,

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

P= Base price of materials as issued under authority of DG(W), CPWD valid at the time of the last stipulated date of receipt of tender including extensions, if any.

Q= Quantity of material used in the works since previous bill.

Clo= All India Wholesale Price Index for the material as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the last stipulated date of receipt of tenders including extensions, if any.

CI= All India Wholesale Price Index for the material for period under consideration as published by Economic advisor to Government of India, Ministry of Industry and Commerce.

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

Provided always that provisions of the preceding Clause 10 C shall not be applicable in respect of Materials covered in this Clause.

#### **CLAUSE– 10 CC**

##### **Payment due to Increase / Decrease in Prices / Wages after Receipt of Tender for Works**

If the prices of materials and/or wages of labour required for execution of the work increases 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 that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including

the justified period extended under the provisions of Clause 5 of the contract without any action under Clause 2. However, for the work done during the justified period extended as above, the compensation as detailed below will be limited to prices/wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less. No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in Schedule 'C', Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions

- (i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extensions, if any.
- (ii) The cost of work on which escalation will be payable shall be reckoned as below :-
- |     |   |     |     |
|-----|---|-----|-----|
| (a) | Gross value of work done up to this quarter   | :   | (A) |
| (b) | Gross value of work done up to the last quarter   | :   | (B) |
| (c) | Gross value of work done since previous quarter(A-B)  | :   | (C) |
| (d) | Full assessed value of Secured Advance fresh paid in this quarter   | :   | (D) |
| (e) | Full assessed value of Secured Advance recovered in this quarter  | :   | (E) |
| (f) | Full assessed value of Secured Advance for which escalation is payable In this quarter (D-E)                        | :   | (F) |
| (g) | Advance payment made during this quarter  | :   | (G) |
| (h) | Advance payment recovered during this quarter   | :   | (H) |
| (i) | Advance payment for which escalation is payable in this quarter (G-H)   | (I) |     |
| (j) | Extra items/deviated quantities of items paid as per Clause 12 based of Prevailing market rates during this quarter | :   | (J) |

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

$$W = 0.85 M$$

(iii) Components of cement, steel, materials, labour, P.O.L., etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule 'B'. The decision of the Engineer-in-Charge in working out such percentage shall be binding on the contractors.

(iv) The compensation for escalation for cement, steel, materials and P.O.L. shall be worked as per the formula given below:

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

$$V_c = W \times \frac{X_c}{100} \times \frac{CI - C_{lo}}{C_{lo}}$$

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

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

$X_c$  = Component of cement expressed as percent of total value of work.

$CI$  = All India Wholesale Price Index for cement for the period under consideration as published by the Economic Advisor to Government of India, Ministry of industry and Commerce.

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

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

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

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

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

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

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

$SI$  = All India Wholesale Price Index for steel (bars & rods) for the period under consideration as published by Economic Advisor to the Government of India, Ministry



of Industry & Commerce. However, the price Index shall be minimum of the following :-

- (i) Index for the month when the last consignment of steel reinforcement for the work is procured or
- (ii) Index for the month in which half of the stipulated contract period is over.
- (iii) Index for the period under consideration.

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

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

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

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

V<sub>m</sub>= Variation in material cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

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

X<sub>m</sub>= Component of 'materials' expressed as percent of the total value of work.

MI= All India Wholesale Price index for civil component / electrical component\* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities / Group Items for the period under consideration as published by Economic Advisor to Govt. Of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities / Group Items. (In respect of the justified period extended under the provisions of Clause 5 of the contract without any action under Clause 2, the index prevailing at the time of stipulated date of completion or the

prevailing index of the period under consideration, whichever is less, shall be considered.)

M<sub>lo</sub>= All India Wholesale Price index for civil component / electrical component\* of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities / Group Items valid on the last stipulated date of receipt of tender including extension, if any, as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce & applying weightages to the Individual Commodities / Group Items.

\* **Note:** relevant component only will be applicable.

(d) Adjustment for component of '**POL**'

$$V_f = W \times \frac{Z}{100} \times \frac{FI - F_{lo}}{F_{lo}}$$

V<sub>f</sub>= Variation in cost of fuel, Oil & Lubricant i.e. increase or decrease in the amount in rupees to be paid or recovered.

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

Z= Component of Fuel, Oil & Lubricant expressed as percent of the total value of work.

FI= All India Wholesale Price Index for Fuel, Oil & Lubricant for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce, New Delhi. (In respect of the justified period extended under the Provisions of Clause 5 of the contract without any action under Clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.)

F<sub>lo</sub>= All India Wholesale Price Index for Fuel, Oil & Lubricant valid on the last stipulated date of receipt of tender including extension, if any.

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

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

$$VL = \frac{W \times Y}{100} \times \frac{LI - LI_0}{LI_0}$$

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 as indicated in sub-para (ii) above.

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

LI= Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. (In respect of the justified period extended under the provisions of Clause 5 of the contract without any action under Clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to stipulated date of completion of the minimum wage prevailing on the last date of the quarter previous to the one under consideration, whichever is less, shall be considered.)

Llo= Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.

- (vii) The following principles will be followed while working out the compensation as per Sub-para (vi) above.
- (a) The minimum wage of an unskilled male mazdoor mentioned in sub-para (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.
  - (b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials and/or P.O.L. is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters.
  - (c) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled adult male mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.
- (viii) In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this Clause 10CC shall mutatis mutandis apply, provided that :
- (a) no such adjustment for the decrease in the price of materials and/or wages of labour aforementioned would be made in case of contract in which the stipulated period of completion of the work is equal to or less than the time as specified in Schedule 'C'.
  - (b) the Engineer-in-Charge shall otherwise be entitled to lay down the procedure by which the provision of this sub-clause shall be implemented from time to time and the decision of the Engineer-in-Charge in this behalf shall be final & binding on the contractor.
- (ix) Provided always that the provision of the preceding Clause 10C & 10CA 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 and 10CA will become applicable.

**CLAUSE- 10D****Dismantled material IISER-Pune Property :-**

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

**CLAUSE- 11****Work to be Executed in Accordance with Specifications, Drawings, Orders etc.:-**

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule 'C' or in any Bureau of Indian Standard or any other, published Standard or Code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

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

**CLAUSE- 12 :****Deviations/Variations Extent and Pricing :-**

The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out of the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations omissions, additions or substitutions shall

form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

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

- i). In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.
- ii). 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge

**12.2 Deviation, Extra Items and Pricing :-**

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 (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 exceeds the limits laid down in Schedule 'C', 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 C, 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 Director IISER Pune may authorize consideration of such claims on merits.
- 12.5** For the purpose of operation of Schedule C, the following works shall be treated as works relating to foundation :
- (i) For buildings, compound walls, plinth level or 1.2 metres (4 feet) above ground level, whichever is lower excluding items of flooring and D.P.C. but including base concrete, below the floors.

- (ii) For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs, the bed of floor level.
- (iii) For retaining walls where floor level is not determinate, 1.2 metres above the average ground level or bed level.
- (iv) For the reservoirs/tank (other than overhead reservoir/tanks): All works up to 1.2 metres above the ground level.
- (v) For Basement: All works up to 1.2m above ground level or up to floor 1 level whichever is lower.
- (vi) For Roads, all items of excavation & filling 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**

#### **Foreclosure of Contract due to Abandonment or Reduction in Scope of Work :-**

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

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



- i). Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- ii). IISER Pune shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however IISER Pune shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by IISER Pune, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- iii). If any materials supplied by IISER Pune are rendered surplus, the same except normal wastage shall be returned by the contractor to IISER Pune at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to IISER Pune stores, if so required by IISER Pune, shall be paid.
- iv). Reasonable compensation for transfer of Tools & Plants from site to contractor's permanent stores or to his other works, whichever is less. If Tools & Plants are not transported to either of the said places, no cost of transportation shall be payable.
- (v). Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

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

The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the IISER

Pune as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balance due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the IISER Pune from the contractor under the terms of the contract.

**CLAUSE- 14****Suspension of work**

- i). The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons :-
- a). On account of any default on the part of the contractor or
  - b). for proper execution of the works or part thereof for reasons other than the default of the contractor, or
  - c). for safety of the works or part thereof

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

- ii). If the suspension is ordered for reasons (b) and (c) in sub-para (i) above :-
- a). The contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part and :
  - b). If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be

entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/ or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.

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

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

#### **CLAUSE- 15**

##### **Action in case Work not Done as per Specifications :-**

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

If it shall appear to the Engineer-in-Charge or his authorised subordinates In charge of the work or to the in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the IISER Pune for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality interior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in case of the work costing Rs.10 Lac and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under Clause 2 of the contract (for non-completion of the work in time) for this default.

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

**CLAUSE- 16****Contractor Liable for Damages, Defects during Maintenance Period:-**

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever of if any defect, shrinkage or other faults appear in the work within twelve months (6 months in the case of any work costing Rs. 10,00,000/- and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workman and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

In case of Maintenance and operation works of Electrical & Mechanical services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.

**CLAUSE- 17****Contractor to Supply Tools & Plants etc. :-**

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), machinery, tools & plants as specified in Schedule ' C ' In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the 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 matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

### **CLAUSE- 18**

#### **Recovery of Compensation paid to Workmen :-**

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

### **CLAUSE- 18 A**

#### **Ensuring Payment and Amenities to Workers if Contractor fails :-**

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, IISER Pune is obliged to pay any amounts of wages to a 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 C.P.W.D. Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by C.P.W.D. Contractors, IISER Pune will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the IISER Pune under sub-Section (2) of Section 20, and sub-Section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, IISER Pune shall be at liberty

to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by IISER Pune to the contractor whether under this contract or otherwise IISER Pune shall not be bound to contest any claim made against it under sub-Section (1) of Section 20, sub-Section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the IISER Pune full security for all costs for which IISER Pune might become liable in contesting such claim.

#### **CLAUSE- 19**

##### **Labour Laws to be Complied by the Contractor :-**

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

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

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

#### **CLAUSE- 19A**

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

#### **CLAUSE-19B**

##### **Payment of Wages :-**

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

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including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

- iii). In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971 wherever applicable.
- iv). a). The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of 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 non-observance of the Regulations.
- b). Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.
- In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12 (162) MWO / DAB / 43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.
- v). The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the



modifications thereof or any other laws relating thereto and the rules made there under from time to time.

- vi). The contractor shall indemnify and keep indemnified Government against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- vii). The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- viii). Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commissions or otherwise.
- ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

#### **CLAUSE 19C**

In respect of all labour directly or indirectly employed in the work for the performance of the Contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition, the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

#### **CLAUSE 19D**

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

- (1) the number of labourers employed by him on the work,
- (2) their working hours,
- (3) the wages paid to them.

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

### **CLAUSE 19 E**

*In respect of all labour directly or indirectly employed in the works for the performances of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for worker employed by Central Public Works Department and its contractors.*

### **CLAUSE 19F**

Leave and pay during leave shall be regulated as follows:

#### **1. Leave:**

- (i) In the case of delivery- maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day.
- (ii) In the case of miscarriage - up to 3 weeks from the date of miscarriage.

#### **2. Pay:**

(i) In the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.

(ii) In the case of miscarriage- leave pay at the rate of average daily earnings calculated on the total wages earned on the days when full time wages was done during a period of three months immediately preceding 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 of not less than six months immediately preceding the date on which she proceeds on leave.

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

**CLAUSE 19 G**

In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/ they shall, without prejudice to any other liability, pay to the IISER Pune a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filling such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- 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 provisions of the C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/ observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities herein before mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/ their own expense and to approved standards all necessary huts and sanitary arrangements required for his/ their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/ or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

**CLAUSE 19H**

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

- l) a) The minimum height of each hut at the eaves level shall be 2.10m (7ft.) and the floor area to be provided will be at the rate of 2.7 sq. m. (30 sq. ft.) for each member of the worker's family staying with the labourer.

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- b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6' x 5') adjacent to the hut for each family.
- c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
- d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
- II) a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobi on both sides. The floor may be kutcha but plastered with mud gobi and shall be at least 15cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.
- b) The contractor(s) shall provide each hut with proper ventilation.
- c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
- d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.
- III) **Water Supply** – The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purpose and three gallons of clean water per head per day for bathing and washing purpose. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/their own cost make arrangements for laying pipe lines for water supply to his/their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.
- IV) The site selected for the camp shall be high ground, removed from jungle.
- V) **Disposal of Excreta** – The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.

- Vi) **Drainage** – The contractor(s) shall provide efficient arrangements for draining away Sullage water so as to keep the camp neat and tidy.
- VII) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
- VIII) **Sanitation** – The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

#### **CLAUSE 19 I**

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 incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

#### **CLAUSE 19 J**

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

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

#### **CLAUSE 19 K**

##### **Employment of Skilled / Semi Skilled Workers –**

The contractor shall, at all stages of work, deploy skilled/semi skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute / Industrial Training Institute/National Institute of construction Management and Research (NICMAR) / National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in such trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certified from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs.100 per such tradesmen per day. Decision of Engineer-in-Charge as to whether particular tradesmen possess requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this Clause shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.

**CLAUSE 20:****Minimum Wages Act to be complied with:**

The Contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation & Abolition) Act, 1970, amended from time to time and rules framed there under and other labour

laws affecting contract labour that may be brought into force from time to time.

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

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

**CLAUSE 22 :**

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

**CLAUSE 23 :****Changes in Firm's Constitution to be Intimated -**

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

**CLAUSE 24 :**

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

**CLAUSE 25 :****Settlement of Disputes & Arbitration -**

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

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

If the Engineer-in-Charge fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instruction or decision of the Engineer-in-Charge, the Contractor may, within 15 days of the receipt of Engineer-in-Charge's decision, appeal to the Director IISER Pune who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Director IISER Pune shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with this decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Chairman Board of Governors, IISER Pune for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chairman, Board of Governors IISER Pune, If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

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

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-Charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the

IISER Pune shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

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

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

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

#### **CLAUSE 26**

##### **Contractor to Indemnify IISER Pune against Patent Rights -**

The Contractor shall fully indemnify and keep indemnified the Director IISER Pune against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against IISER Pune in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the Director IISER Pune if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

#### **CLAUSE 27 :**

##### **Lump sum Provisions in Tender -**

When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items,



or if the part of the work in question is not, in the opinion of the Engineer-in-Charge payable of measurement, the Engineer-in-Charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

**CLAUSE 28 :**

**Action Where no Specifications are Specified -**

In case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standard Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per Manufacturer's Specifications, In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

**CLAUSE 29 : With-Holding and Lien in Respect of Sums Due from Contractor:**

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

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

- (ii) IISER Pune shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc. to be

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

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

#### **CLAUSE 29A :**

##### **Lien in Respect of Claims in other Contracts**

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

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

#### **CLAUSE 30 :**

##### **Unfiltered Water Supply**

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

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

#### **CLAUSE 31**

##### **Departmental Water Supply, if Available**

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

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

**CLAUSE 32:**

**Alternate Water Arrangements**

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

**CLAUSE 33 :**

**Return of Surplus Materials**

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of IISER Pune either by issue from IISER Pune stocks or purchase made under orders or permits or licenses issued by IISER Pune, the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the IISER Pune and return, if required by the Engineer-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Engineer-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to action for contravention of the terms of the license or permit and/or for criminal breach of trust, be liable to IISER Pune

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 :**

**Employment of Technical Staff and Employees**

Contractors Superintendence, Supervision, Technical Staff & Employees

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

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Special Condition of contract. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-Charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements, checked measurements/test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this Clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule 'C' and the decision of the Engineer-in-Charge as recorded in the site order book shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representatives and/or other technical representative(s) and if such appointed persons are not effectively present or

are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

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

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

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

#### **CLAUSE 35 : Levy/Taxes Payable by Contractor**

- i) Sales Tax/VAT (except service tax), building and other construction worker welfare cess or any other cess/ tax in respect of this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect. However, in respect of service tax on Contract, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in Charge after satisfying that it has been actually and genuinely paid by the contractor.
- ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.
- iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the IISER Pune and does not any time become payable by the contractor to the State Government. Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the IISER Pune and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

#### **CLAUSE 36:**

##### **Conditions for Reimbursement of Levy/ Taxes if levied after receipt of Tenders**

- i) All tendered rates shall be inclusive of all taxes and levies (except service tax) payable under respective statutes. However, pursuant to the Constitution (46th Amendment Act, 1982), if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/ levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Director

IISER Pune (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

- ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the IISER Pune and/or the Engineer-in-Charge and further shall furnish such other information/ document as the Engineer-in-Charge may require from time to time.
- iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, 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.

**CLAUSE 37 :**

**Termination of Contract on Death of Contractor**

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 IISER Pune shall have the option of terminating the contract without compensation to the contractor.

**CLAUSE 38 :**

**If Relative Working in IISER PUNE then the Contractor not Allowed to Tender**

The contractor shall not be permitted to tender for works in the IISER Pune responsible for award and execution of contracts in which his near relative is posted as Accountant or as an Officer in any capacity between the grades of the Engineer-in-Charge and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer in IISER or in the Ministry of HRD. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this IISER Pune. **If however the contractor is registered in any other department, he shall be debarred from tendering in IISER PUNE of this condition.**

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

**CLAUSE 39:**

**No Gazetted Engineer to Work as Contractor within One Year of Retirement.**

No Engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the Government of India shall work as a contractor or employee of a contractor for a period of; one years after his retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor’s service, as the case may be.

**CLAUSE 40:**

**Compensation During Warlike Situations**

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by Engineer-in-Charge up to Rs.5000/- and by the Director IISER Pune concerned for a higher amount. The contractor shall be paid for the damages/ destruction suffered and for the restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

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

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

**CLAUSE 41:**

**Apprentices Act Provisions to be Complied with**

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued 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 said Act.

**CLAUSE 42:**

**Release of Security Deposit after Labour Clearance.**

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

date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.



**(iv) SAFETY CODE**

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

whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

7. Demolition – Before any demolition work is commenced and also during the progress of the work,
  - i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
  - iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
  - iv) Wire mesh netting to be provided for dismantling areas.
8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipments shall invariably be provided :
  - i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
  - ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
  - iii) Those engaged in welding works shall be provided with welder's protective eye-shields and helmets.
  - iv). Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
  - v). When workers are employed in sewers and manholes, which are in active use, the contractor shall ensure that the manholes are opened and ventilated at least 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. In addition, the contractor shall ensure that the following safety measure is adhered to:
    - a). Entry for workers into the line shall not be allowed except under supervision of the Engineer-in-Charge or any other Higher officer.

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- b). At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
  - c). Before entry presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
  - d). Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
  - e). Safety belt with rope should be provided to the workers. While working inside the manholes such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
  - f). The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
  - g). No smoking or open flames shall be allowed near the blocked manhole being cleaned.
  - h). The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
  - i). Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
  - j). Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
  - k). Air-blowers should be used for flow of fresh air through the manholes. Whenever called for portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
  - l). The workers engaged for cleaning the manholes/ sewers should be properly trained before allowing to work in the manhole.
  - m). The workers shall be provided with Gumboots or non sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be

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supplied with barrier cream for anointing the limbs before working inside the sewer lines.

- n). Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
  - o). If a man received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
  - p). The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- vi). The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution 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 is applied in the form of spray or a surface having lead paint is dry rubbed and scraped.
  - 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 and on the cessation of work.
9. An additional Clause (viii) (i) of Safety Code (iv) the Contractor shall not employ women and man below the age of 18 on the work of painting with product containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use :
- i). While lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.
  - ii). Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
  - iii). Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
  - iv). Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
  - v). Overall shall be worn by working painters during the whole of working period.

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- vi). Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
  - vii). Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of Institute.
  - viii). Institute may require, when necessary medical examination of workers.
  - ix). Instruction with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
10. When the work is done near any place where there is risk of drowning, all necessary 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 obtained during the course of the work.
11. Use of hoisting machines and tackle including their attachment, anchorage and supports shall conform to the following standards or conditions :-
- i).
    - a). These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
    - b). Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
  - ii). Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
  - iii). In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - iv). In case of IISER Pune machines, the safe working load shall be notified by the Electrical Engineer-in-charge. As regards contractor's machines

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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-in-Charge concerned.

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

**(v) MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGMENTS FOR WORKERS EMPLOYED BY CONTRACTORS FOR THIS WORK.**

**1. APPLICATION**

The rules shall apply to all buildings and construction works in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period which the contract work is in progress.

**2. DEFINITION**

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

**3. FIRST-AID FACILITIES**

(i) At every work place there shall be provided and maintained, so as to be 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.

(ii) The First-aid box shall be distinctly marked with a red cross on white background and shall contain the following equipment:-

(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:

1. 6 small sterilized dressings.
2. 3 medium size sterilized dressings
3. 3 large size sterilized dressings
4. 3 large burn dressings
5. 1(30ml) bottle containing a two percent alcoholic solution of iodine
6. 1(30ml) bottle containing salvolatile having dose and mode of administration indicated on the label.
7. 1 Snakebite lancet.
8. 1(30ml) bottle of potassium permanganate crystals.
9. 1 Pair scissors.
10. 1 copy of first aid leaflet issued by the Director General ,Factory Advice Service and Labour Institutes, Government of India.
11. 1 Bottle containing 100 Tablets (Each of 5 gms)of aspirin.
12. Ointment for burns.
13. A Bottle of suitable surgical antiseptic solution.

a. For work places in which the number of contract labour exceed 50.

Each first-aid box shall contain the following equipments:

1. 12 small sterilized dressings
2. 6 medium size sterilized dressings
3. 6 large size sterilised dressings
4. 6 large size sterilized burn dressings
5. 6(15 gms) packets sterilized cotton wool.
6. 1(60 ml.) bottle containing a two percent alcoholic solution iodine
7. 1 (60ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
8. 1 roll of adhesive plaster
9. snake bite lancet

10. 1 (30gms.) bottle of potassium permanganate crystals.
  11. 1 pair scissors.
  12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes/ Government of India.
  13. A bottle containing 100 tablets (each of 5 gms.) of aspirin
  14. Ointment for burns
  15. A bottle of suitable surgical antiseptic solution.
- (iii) Adequate arrangements shall be made for immediate recoument of the Equipment when necessary.
- (iv) Nothing except the prescribed contents shall be kept in the First-aid box.
- (v) The First-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- (vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment, in the work places where the number of contract labour employed is 150 or more.
- (vii) In work places where the number of contract labour employee is 500 or more and hospital facilities are not available within easy distance from the works. 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.
- (viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

#### 4. DRINKING WATER

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

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.

Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door, which shall be dust and waterproof.

A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.



**5. WASHING FACILITIES**

- (i) In every work place adequate and suitable facilities for the washing shall be provided and maintained for the use of contract labour employed therein .
- (ii) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.
- (iii) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

**6 LATRINES AND URINALS**

- (i) Latrine shall be provided in every work place on the following scale namely:
  - (a) Where female are employed, there shall be at least one latrine for every 25 females.
  - (b) Where male are employed, there shall be at least one latrine for every 25 males.

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

- (ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have proper door and fastening.
- (iii) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials shall be cement washed inside and outside at least once a year, latrines shall not be of a standard lower than borehole system.
- (iv) (a) 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 case may be.  
  
(b) The notice shall also bear the figure of a man or of a woman, as the case may be.
- (v) There shall be at least one urinal for male workers up to 50 & one for female workers up to 50 employed at time, provided that where the number of male or female workmen, as the case may be exceeds 50, it shall be sufficient if there is one urinal for every 50 males or females up to the first 50 & one for every one 100 or part thereafter.

- (vi) (a) The latrines & urinals shall be adequately lighted & shall be maintained in a clean & sanitary condition at all times.  
  
(b) Latrines & urinals other than those connected with flush sewage system shall comply with the requirements of the Public Health Authorities.
- (vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines & urinals.
- (viii) Disposal of excreta: -unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the workplace shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose & covering it with a 15 cm. Layer of waste or refuse & then covering it with layer earth for a fortnight (when it will turn to manure)
- (ix.) The Contractor shall at his own expense, carry out all the instructions issued to him by the Engineer-in- Charge to effect proper disposal of night soil and other conservancy work in respect of contractor's workmen or the employees on the site. The contractor shall be levied by Municipal or Cantonment Authority for execution of such on his behalf.

## **7 PROVISION OF SHELTER DURING REST**

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 meters (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 sft.) 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**

- (i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under at the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a, b & c.
- ii) The rooms shall be provided with suitable and sufficient openings in for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- iii) The contractor shall supply adequate number of toys and games in the playroom and sufficient number of cots and bedding in the bedroom.

- iv) The contractor shall provide one Ayaa to look after the children in the crèche when, the number of women workers does not exceed 50 and two when the number of women workers exceed 50.
- v) The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

## 9 CANTEEN

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

The floor shall be made of smooth and impervious materials and inside walls shall be lime-washed or colure washed at least once in each year.

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

- (vi) The premises of the canteen shall be maintained in a clean and sanitary condition.
- (vii) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- (viii) Suitable arrangements shall be made for the collection and disposal of garbage.
- (ix) The dining hall shall accommodate at a time 30% of the contract labour working at a time.
- (x) The floor area of dining hall excluding the area occupied by the service counter any furniture except tables and chairs shall not be less than one square meter (10sft) per diner to be accommodated as per prescribed as prescribed in sub-Rule 9.
- (xi). (a) A portion of dining hall and service counter shall be partitioned off and reserved for women worker in proportion to their number.

(b)Washing place for women shall be separate and screened to secured privacy

- 
- (xii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule9.
- (xiii) (a) 1. They 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 equipment shall be maintained in a clean &hygienic condition.
- (b) 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 of smooth and impervious material.
3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.
- (xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- (xv) The charges for 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.
- (xvi) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken in to consideration as expenditure namely.
- (a) The rent of land and building.
- (b) The depreciation and maintenance charges for the building and equipments provided for the canteen.
- (c) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.
- (d) The water charges and other charges incurred for lighting and ventilation.
- (e) The interest and amounts spent on the provision and maintenance equipments provided for the canteen.
- (xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors

**10. ANTI MALARIAL PRECAUTIONS:-**

The contractor shall at his own expense, conform to all anti- material instructions given to him by Engineer –in-Charge including the filling up of any borrow pits which may have been dug by him.

- 11** The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts .

**12 AMENDMENTS.**

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

---

## (vi) Contractor's Labour Regulations

### 1. DEFINITIONS

- i. Workman means any person employed by IISER Pune or its contractor directly or indirectly through a subcontractor with or without the knowledge of the IISER Pune to do any skilled, semiskilled or unskilled 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 or by reason of powers vested in him, function mainly of managerial nature: or
  - c) Who is an out worker, that is to say, person to whom any articles or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of principal employer.

No person below age of 14 years shall be employed to act as a workman.

- ii) **Fair Wages** means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.
  - iii) **Contractors** 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 subcontractor.
  - iv) **Wages** shall have the same meaning as defined in the Payment of Wages Act.
2. i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
    - ii) When an adult 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 over time 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 preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
- c) Where a 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 the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

### **3. DISPLAY OF NOTICE REGARDING WAGES ETC.**

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

### **4. PAYMENT OF WAGES.**

- i. The contractor shall fix wage periods 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 contractor where less than one thousand such person are employed shall be paid before expiry of seventh day & in other cases before expiry of tenth day after the last day of 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 on which his employment is terminated.
- v. All payment 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 wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgment.
- x. It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Engineer-in-charge or any other authorized representative of the Engineer-in-Charge who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.
- xi. The contractor shall obtain from the Engineer-in-charge or any other authorized representative of the Engineer-in-Charge as the case may be, a certificate under his signature as the end of the entries in the "Register of wages" or the "Wage cum-Muster Roll " as the case may be in the following from :-

"Certified that the amount shown in column No----- has been paid to the workman concerned in my presence on ----- at -----"

## 5. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

- (i) The wages of a worker shall be paid to him without any deduction of any kind except the following
    - (a) Fines
      - (b) Deduction for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
      - (c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglected or default.
      - (d) Deduction for recovery of advance or for adjustment of overpayment of wages, advances granted shall be entered in a register.
      - (e) Any other deduction which the central government may from time to time allow.
    - (ii) No fine should be imposed on any worker save in respect of such acts and omissions on his part have been approved of by the Chief Labour Commissioner.
- Note:- An approved list of Acts & Omissions for which fine can be imposed is enclosed at Appendix-X
- (iii) No fine shall be imposed on a worker and no deduction for damage and loss shall be made from his wages until the worker has been given opportunity of showing cause against such fines or deductions.



- (iv) The total amount of 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 sixty days from the date on which it was imposed.
- (vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

## 6. LABOUR RECORDS

- (i) The contractor shall maintain a **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 **Wage Register** 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 accident** - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:
  - a) Full particulars of the labourers who met with accident
  - b) Rate of Wages
  - c) Sex
  - d) Age
  - e) Nature of accident and cause of accident.
  - f) Time and 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 of loss of earning capacity and disability as assessed by Medical officer
  - k) Claim required to be paid under Workmen's Compensation Acts.
  - 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

The contractor shall maintain a **Resister of Fines** in the in the form XII of CL(R&A)Rules 1971(Appendix-XI)

The Contractor shall display in good condition and in conspicuous place of work the approved list of acts and omission for which fine can be imposed (Appendix-X).

The contractor shall maintain a **Resister of deduction for damage or loss** in Form XX of the CL(R&A) Rules 1971(Appendix-XII)

The contractor shall maintain a Register **of Advances** in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII).

The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIV).

#### **7. ATTENDANCE CARD-CUM-WAGE SLIP**

- i) The contractor shall issue an **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 each 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 the wage period under reference.
- 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.

#### **8. 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 (Appendix-VIII).

#### **9. 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)

#### **10. PRESERVATION OF LABOUR RECORDS**

All records required to be maintained under Regulation Nos. 6&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 or Labour Officer or any other officers authorized by the Ministry of Urban Development in this behalf.

#### **11. POWER OF THE LABOUR OFFICER TO MAKE INVESTIGATION OR INQUIRY**

The Labour officer or any person authorized by Central Government on their behalf shall have power to make to make enquiry with a view to ascertaining & enforcing due & proper observance of Fair wage Clauses and the Provisions of these Regulations. He shall investigate in to any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

#### **12. REPORT OF LABOUR OFFICER.**

The Labour Officer or other persons authorized as aforesaid shall submit a report of

result of his investigation or enquiry to the Director IISER Pune concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case appeal is made by the contractor under Clause 13 of these regulation, actual payment to labourers will be made by Director IISER Pune after the Engineer-in-Charge has given his decision on such appeal.

- i) The Director IISER shall arrange payments to the labour concerned within 45 days from the receipt of the report form the Labour Officer or the Engineer-in-Charge as the case may be.

### **13. APPEAL AGAINST THE DECISION OF LABOUR OFFICER**

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

### **14. 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 unions to which the trade union referred to in Clause (a) is affiliated.
  - c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed 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 regulations by
  - b) An officer of an association of employers of which he is a member.
  - c) An officer of a federation of associations of employers to which association referred to in Clause (a) is affiliated.
  - d) Where the employers is not a member of any association of employers, by an officer of association of employer connected with industry in which employer engaged or by any other employer, engaged in the industry in which the employer is engaged.
- iii) No party shall be entitled to be represented by legal practitioner in any investigation or enquiry under these regulations.

### **15. INSPECTION OF BOOKS AND SLIP:-**

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 or

to the Labour Officer or any other person, authorized by the Central Government on his behalf.

**16. SUBMISSION OF RETURNS**

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

**17. AMENDMENTS**

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

## Appendix 'I'

### (vii) Form of Performance Security (Guarantee)

#### Bank Guarantee Bond

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

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

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

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

4. We, ----- further agree that the guarantee herein contained shall (indicate the name of the Bank) 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 Pune under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the IISER Pune certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, ----- further agree with the IISER Pune that the IISER Pune (indicate the name of the Bank) shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said

Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IISER Pune against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the IISER Pune or any indulgence by the IISER Pune to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, ----- lastly undertake not to revoke this guarantee except (indicate the name of the Bank) with the previous consent of the IISER Pune in writing.
8. This guarantee shall be valid up to-----unless extended on demand by the IISER Pune. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs----- (Rupees-----only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

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

### (viii) Proforma of Agreement

ARTICLE OF AGREEMENT is made at Pune on the ..... day of..... 2012 between Indian Institutes Of Science Education and Research Pune, (IISER Pune) (Herein after referred to as the employer which expression shall includes its successors and assigns where the context so admits) of the one part and -----

-----  
 (Hereinafter referred to as the "contractor(s) which expression shall include his/their respective heirs, executors, administrators and assigns where the context so admits) of the other part.

WHEREAS the employer is desirous of getting the work.....done and caused drawings, schedule of quantities, terms and conditions and specification describing the work to be executed and completed maintained.(hereinafter called "the works")and has accepted a tender of the CONTRACTOR for the execution, completion and guarantee of such works.

AND WHERE AS the contractor has deposited a Sum Of Rs.-----

----- With employer as security

for the due performance of this agreement as provided in the said Conditions.

NOW IT IS HEREBY agreed and declared by and between the parties as follows.

- (a) In consideration of the payments to be made to him as herein after provided the contractor shall upon and subject to the condition herein contained and the said conditions executed and complete the work shown upon the said drawings and such further detailed drawings which may be furnished to him and described in the said specifications and the said priced schedule of quantities within ----- from the date of order to commence the work.
- (b) The employer shall pay to the contractor such sum that shall become payable hereunder at the times and in the manner specified in the said conditions.
- (c) Time is essence of this agreement and the contractor agrees to pay compensation for delay as per Clause 2 of general Condition of Contract.
- (e) The documents mentioned below under (g) shall form the basis of this agreement and the decision Engineer or the Engineers in Charge, in reference to all matters of dispute as to material and workmanship shall be final and binding on both the parties.
- (f) The employer through the Engineer-in-Charge reserves to himself the right of altering the drawings and the adding to or omitting any items of works or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall not violate agreement.

(g) This agreement comprises the work said above and the entire subsidiary work connected there with, even though work may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.

This agreement contains the following documents in addition to pages of articles of agreement.

- (a) NIT/WORK ORDER
- (b) Item rate tender form & contract for works.
- (c) General Rules and Directions
- (d) Condition of contracts
- (e) Clauses of contracts
- (f) Safety code
- (g) Models rules for the protection of health, sanitary arrangements for workers employed by IISER Pune or its Contractors.
- (h) Contractors labour regulations
- (i) Proforma of agreement
- (j) Proforma of Schedule A to C
- (k) Special Condition of contracts
- (l) Technical specifications
- (m) Tenders drawings
- (n) Price Schedule/ Schedule of Quantities
- (o) All corresponds between the parties until award of contract.
- (p) Prequalification document

In witness whereof the parties hereto have their respective hands the day and the year herein above written.

Signed by for and on behalf of the employer.

Superintending Engineer

Witness (1)-----

Witness (2)-----

Signed by the said contractor

Address-----

Witness (1)-----

Countersigned

Witness (2)-----



**(IX) PROFORMA BANK GUARANTEE IN LIEU OF BID SECURITY**

**(On Non Judicial Stamp paper to be stamped in accordance with stamp act, the stamp paper to be in name of Executing Bank)**

Ref.....

Date.....

Bank Guarantee No.....

To **INDIAN INSTITUTE OF SCIENCE EDUCATION & RESEARCH,PUNE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dear Sir,

In accordance with your Notice Inviting Tender for \_\_\_\_\_ under your tender No \_\_\_\_\_ dated \_\_\_\_\_ M/s \_\_\_\_\_ (hereinafter called the Tenderer) with following directors on their Board of Directors /Partners of the firm.

- |         |          |
|---------|----------|
| 1 _____ | 2 _____  |
| 3 _____ | 4 _____  |
| 5 _____ | 6 _____  |
| 7 _____ | 8 _____  |
| 9 _____ | 10 _____ |

Wish to participate in the said tender for the following:

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_

Whereas it is a condition in the tender documents that the tenderer has to deposit Bid Security with respect to the tender, with Indian Institute of Science Education & Research, Pune amounting to Rs..... or alternatively the tenderer is required to submit "Bank Guarantee" from a nationalised bank irrevocable and operative till 28 days after the validity of the offer. (i.e. 120 days from the date of opening of tender), for the like amount which amount is likely to be forfeited on the happening of contingencies mentioned in the tender documents. And whereas the tenderer desires to secure exemption from deposit of Bid Security and has offered to furnish a Bank Guarantee for a sum of Rs..... to the IISER, Pune for the purpose of securing exemption from the deposit of Bid Security.

1. NOW THEREFORE, we the ..... Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings) Act 1969 and having a branch office at..... (hereinafter referred to as the Bank") do hereby undertake and agree to pay on demand in writing by the IISER, Pune the amount of Rs..... (Rupees.....) to the **Indian Institute of Science Education & Research, Pune** without any demur, reservation or recourse.
2. We, the aforesaid Bank, further agree that the IISER, Pune shall be the sole judge of and as to whether the tenderer has committed any breach or breaches of any of the terms and conditions of the tender and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the IISER, Pune on account thereof the extent of the bid security required to be deposited by the Tenderer in respect of the said Tender document and the decision of the IISER, Pune that the Tenderer has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the IISER, Pune shall be final and binding on us.
3. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the IISER, Pune and change in the constitution, liquidation or dissolution of the Tenderer shall not discharge our liability guaranteed herein.
4. It is further declared that it shall not be necessary for the IISER, Pune to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the IISER, Pune may have obtained or shall obtain from the Contractor at the time when proceedings are taken against the Bank for whatever amount may be outstanding or unrealized under the Guarantee.
5. The right of the IISER, Pune to recover the said amount of Rs..... (Rupees .....) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s..... (Tenderer) and/or that any dispute or disputes are pending before any authority, officer, tribunal or arbitrator(s) etc.
6. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs.....(Rupees.....) and our guarantee shall remain in force up to..... and unless a demand or claim under the

guarantee is made on us in writing within three months after the aforesaid date i.e. on or before the ..... all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Date.....

place.....

(Signature)\_\_\_\_\_

(Printed Name)\_\_\_\_\_

(Designation)\_\_\_\_\_

(Bank's Common seal)\_\_\_\_\_

(Authorisation No.)\_\_\_\_\_

In the presence of:

Witness

1)\_\_\_\_\_

2)\_\_\_\_\_

Accepted

(Signature of the Officer)

For and on behalf of the

INDIAN INSTITUTE OF SCIENCE EDUCATION  
AND RESEARCH , PUNE

**SPECIAL CONDITIONS AND GENERAL TERMS & CONDITIONS**

**A. SPECIAL CONDITIONS**

The Tenderer/bidder submitting the Tender should read the schedule of quantities, additional conditions, approved makes if any, Specifications for the works and other terms and conditions given in the NIT and drawings.

The following conditions, which shall form part of the Tender documents, are specially brought to the notice for compliance while filling the Tender:-

1. The tendered rates shall be inclusive of all types of taxes ( except service tax ), duties, octroi/LBT, levies, works contract tax, packing, transportation, handling, storage at site, necessary transit insurance, etc. i.e. the rates quoted by the contractor shall be firm and final. Nothing extra will be paid on any account. Service tax is not applicable in this work however in case the same is demanded by competent authority the same shall be paid by the agency on demand and shall be reimbursed to the agency against paid documentary evidence.
2. The contractor is advised to visit the site of work to have an idea of the execution of work, failure to do so will not absolve their responsibility to do the work as specified in agreement.
3. All the materials to be used in the work shall be good quality and will be got approved from the Engineer in charge before use at site.
4. The contractor has to make his own arrangement for the storage of the material at site, necessary watch and ward of the electrical installation during the execution of work till the same is handed over to the IISER, Pune. No extra payment will be made on this account. No space within the campus shall be provided for labour huts. However, limited space for construction of stores for storage of materials brought to site by the contractor for execution of work shall be provided on request from the agency.
5. No T & P will be issued to the contractor by the department.
6. All debris at site shall have to be removed by the contractor before handing over the installation to the department.
7. Tenderer/bidders are advised to quote rates in words and figures for each item and work out the total amount in figures.
8. The tenderer/bidder are advised to inspect and examine the site, buildings, drawings and its surroundings and satisfy themselves before submitting their Tender/bid. The tenderer/bidder

shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

9. Tenderers/bidders who 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, which contain any other condition (s) of any sort including conditional rebate will be summarily rejected. Rates of such Tenders/bids shall neither be read out, not entered in the Tender opening register at the time of opening of Tenders.

10. All the statutory recoveries shall be made from the running bills of the contractor like Security deposit, Income tax, Surcharge, Construction worker welfare, etc or any other statutory recovery as per Government of India norms at the prevailing rates and in the manner prescribed by Government of India.

11.Recovery towards WCT/VAT @ 2% and construction workers welfare cess @ 1 % shall be made from the bills of the agency.

12.IISER Pune is GRIHA rated campus and agency has to keep the campus/surrounding clean and dispose of the waste materials and clear the site from all debries as per directions of Engineer in charge.

**(x) PROFORMA OF SCHEDULES**

(Operative Schedules to be supplied to each intending tenderer)

**SCHEDULE 'A'**

Schedule of quantities

Enclosed as section VII

**SCHEDULE 'B'**

Schedule of materials to be issued to the contractor.

S.No	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5
	NIL			

Tools and plants to be hired to the contractor

S.No	Description	Hire charges per day	Place of issue
1	2	3	4
	NIL		

Extra schedule for specific requirements/document for the work, if any. -- NIL--

**Reference to General Conditions of contract.-**

Name of work: Providing electrical distribution works at various locations of IISER, Pune during year 2014.

NIT NUMBER : 13/ IISER/PUNE/2014-2015

Estimated cost put to tender	:	<b>Rs. 44,25,569/-</b>
(i) Earnest money	:	Rs. 88,511/-
(ii) Performance Guarantee	:	5% of tendered value.
(iii) Security Deposit	:	5% of tendered value.

**SCHEDULE 'C'****GENERAL RULES & DIRECTIONS :**

Officer inviting tender	Superintending Engineer IISER, Pune.
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Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3:	See below
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**Definitions:**

2(v) Engineer-in-Charge	Superintending Engineer IISER, Pune.
2(viii) Accepting Authority	The Director, IISER, Pune
2(ix) Percentage on cost of materials and labour to cover all overheads and profits	15%
2(x) Standard Schedule	i) Schedule of quantities ii) Schedule of Rates 2013(Electrical) iii) (CPWD) Schedule of Rates
2(viii) Department	Indian institute of Science Education & Research, IISER, Pune
2(ix) Standard contract Form	Item rate tender form & Contract of works



**Clause 1**

- (i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance 15days
- (ii) Maximum allowable extension beyond the period provided (i) above 7 days

**Clause 2**

Authority for fixing compensation : The Director Indian institute of Science  
under clause 2. Education & Research, IISER Pune

**Clause 2 A**

Whether Clause 2A shall be applicable : NOT Applicable

**Clause 5**

Number of days from the date of issue of letter of award works 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/months (From date of start)	Amount to be withheld in case of non achievement of Milestone
1	Total scope of work as per BOQ	30 Days	5 % on value of contact

**Authority to decide:**

- (i) Extension of time : The Director Indian institute of Science  
Education & Research, IISER Pune
- (ii) Rescheduling of mile stones : Engineer in charge

**Clause 6, 6 A**

Clause applicable – (6or 6A) 6A

**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 Rs. 20 lakh

**Clause 10** Testing equipment shall be arranged by the contractor as per site requirements.

**Clause 10 B**

Whether Clause 10 B shall be applicable Not applicable

**Clause 10 C**

Component of labour expressed as percent of value of work = Applicable

**Clause 10 CA****Not Applicable**

<b>Material covered</b>	Nearest Materials (other than	Base price of all the
Under this clause	cement, reinforcement bars and	the materials covered
	Structural steel) for which all India	Under clause 10CA*
	Wholesale price Index to be followed	

1 .....Nil	.....	.....
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**CLAUSE 10 CC****( Not applicable for this tender )**

Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column **18 (EIGHTEEN )** months

Schedule of component of the other Materials, Labour, POL etc. for price escalation.

Component of Cement –	Xc
expressed as percent of total value of work.	.....NA..... %

Component of Steel-	Xs
expressed as percent of total value of work.	.....NA.....%

Component of civil (except cement & steel)	Xm
/Electrical construction Materials expressed	.....NA..... %
as percent of total value of work.	

Component of Labour: -	Y
Expressed as percent of total value of work.	.....NA.....%

Component of P.O.L-  
expressed as percent of total value of work.

Z.....NA..... %

### Clause 11

Specifications to be followed  
For execution work

- 1) Technical specification given in Tender documents.
- 2) CPWD standard specification 2009 Volume **I & II with up to date correction slips** for civil works.
- 2a) CPWD standard specification for internal Electrical works – 2013, external electrical services- 2007, DG set & Wet riser, sprinkler, specification-2006, Substation works Part IV-2013.
- 3) Indian Standard Specification
- 4) Manufactures specification
- 5) Engineer In charge decision.

### Clause 12

12.2 & 12.3	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building Super structure work & other Associated Electro-mechanical works	(±) 30 %
12.5	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work	(±) 100%

### Clause 15

Competent Authority for deciding      The Director Indian institute of Science reduced rates  
Education &. Research, IISER Pune

### Clause 17

List of mandatory machinery, tools & plants - As per work requirements  
To be deployed by the contractor at site:

**Clause 34 (i)**

Requirement of Technical Representative(s) and recovery rate to be affected from Contractor bill for non-deployment of technical staff at site of work:

S.No.	Technical Representative(s)	Qualification & Discipline of the Technical representative(s)	Minimum Experience of the Technical representative(s)	Minimum Numbers to be employed at site	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 34(i)	
					Figure	Words
1	Site Engineer Electrical (Full duration of project)	Diploma in Electrical Engineering	2 years	1	30000	Thirty thousand only

Approved Makes
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1. 1.1KV XLPE Cable :Finolex / RR Cable / Polycab
2. PVC Cucondr. wires :Finolex / RR Cable / Polycab/Havells
3. MCCB :ABB (T-Max) / Siemens(3VL) / Schneider (Compact NSX) / L&T (D-Sine) / Legrand (DPX)
4. MCB /MCB DB :Legrand /L&T (Hager) / Schneider Electric
5. Contactor :L&T / ABB / Siemens / Schneider Electric
6. LT Current Transformar : AE / Kappa / L&T
7. Ammeter / Voltmeter : AE / IMP / L&T
8. Selector Switch : AE / L&T / kaycee
9. Indicating Lamp /Push :L&T/ RAAS Control / Vaishno / Schneider Electric Button /LED
10. Lug / Thimble :Dowel/ Jainsons, Mumbai/ Schneider Electric
11. Cable Gland :Comet / Gripwell
12. GI Pipe :TATA / Jindal / Prakash Surya
13. MV Panel / Feeder Pillar :Marine Electricals / Neptune /ABAK
14. PVC Pipe :Asian / Precision / Kisan / Finolex / Reliance (ISI marked)
15. DOL Starter : L&T / Siemens / Cuttler – Hammer
16. Single Phase Preventor :Minilac / L&T / Siemens
17. Timer Switch : Minilac / L&T / Siemens
18. LEDs : Cree / Lumileds / Nichia / Philips

### Schedule of Work

**Name of work : Providing electrical distribution system for various locations of IISER Pune during year 2014.**

Sr.No.	Description of Item	Qty	Unit	Rate		Amount
				figures(Rs)	words(Rs)	
1	Laying of one number 65 mm HDPE Pipe in ground i/c excavation and refilling etc as required.	250	Meter			
2	Laying of one number PVC insulated and PVC sheathed/XLPE power cable of 1.1 KV grade of following size in the existing RCC/HUME/METAL/DWC pipe as required.					
a	Above 185 sq.mm and upto 400 sq.mm.	250	Meter			
3	Supplying and making end termination with brass compression gland and copper lugs for following size of PVC insulated and PVC sheathed/ XLPE Al. / Cu. Conductor cable of 1.1 KV grade as required.					

Sr.No.	Description of Item	Qty	Unit	Rate		Amount
				figures(Rs)	words(Rs)	
3.1	1 C 16 sqmm Copper Flex cable	30	Each			
3.2	1 C 35 sqmm Copper Flex cable	40	Each			
3.3	1 C 50 sqmm Copper Flex cable	8	Each			
3.4	1 C 25 sqmm Copper Flex cable	6	Each			
3.5	1 C 10 sqmm Copper Flex cable	10	Each			
3.6	1 C 70 sqmm Copper Flex cable	45	Each			
3.7	4 C 6 sq mm Copper arm cable	2	Each			
3.8	4 C 4 sq mm Copper arm cable	20	Each			
3.9	4 C 2.5 sq mm Copper arm cable	2	Each			
3.10.	3 C 2.5 sq mm Copper arm cable	2	Each			

Sr.No.	Description of Item	Qty	Unit	Rate		Amount
				figures(Rs)	words(Rs)	
3.11.	3.5 C 50 sq mm aluminium arm cable	2	Each			
3.12.	3.5 C 240 sq mm aluminium arm cable	4	Each			
3.13.	3.5 C 150 sq mm aluminium arm cable	2	Each			
3.14.	6 C 2.5 sqmm copper arm cable	8	Each			
4	Supply and Laying of one number PVC insulated and PVC sheathed/XLPE power cable of 1.1 KV grade, following size in tray/duct/ground/ on surface as required.					
4.1	1 C 35 sq mm Copper flex cable	500	Meter			
4.2	1 C 16 sq mm Copper flex cable	500	Meter			



Sr.No.	Description of Item	Qty	Unit	Rate		Amount
				figures(Rs)	words(Rs)	
4.3	1 C 50 sq mm Copper flex cable	20	Meter			
4.4	1 C 25 sq mm Copper flex cable	100	Meter			
4.5	1 C 10 sq mm Copper flex cable	50	Meter			
4.6	1 C 70 sq mm Copper Green colour flex cable	2600	Meter			
4.7	3 C 4 sq mm Copper flex cable	200	Meter			
4.8	3 C 2 sq mm Copper flex cable	100	Meter			
4.9	4 C 6 sq mm Copper arm cable	50	Meter			
4.10.	4 C 4 sq mm Copper arm cable	400	Meter			
4.11.	4 C 2.5 sq mm Copper arm cable	20	Meter			

Sr.No.	Description of Item	Qty	Unit	Rate		Amount
				figures(Rs)	words(Rs)	
4.12.	3 C 2.5 sq mm Copper arm cable	20	Meter			
4.13.	3.5 C 50 sq mm aluminium arm cable	50	Meter			
4.14.	3.5 C 150 sq mm aluminium arm cable	150	Meter			
4.15.	6 C 2.5 sqmm copper arm cable	150	Meter			
5	Supply and installation of Bison Board on surface as per site requirement.	15	Sq.Meter			
6	Providing and spreading stone aggregate 20 mm to 40 mm size over levelled ground in transformer yard i/c levelling and dressing in line & level complete as per direction of Engineer in charge. The rate should be inclusive of loading, unloading, spreading, levelling & transport required etc.	10	Cu feet			

Sr.No.	Description of Item	Qty	Unit	Rate		Amount
				figures(Rs)	words(Rs)	
7	Providing Earthing with GI Earth Plate, size 600mm x 600mm x 6 mm thick including accessories, and providing masonry enclosure with cover plate size min 400 x 400 mm, having locking arrangement and watering pipe of 2.7 meter long & 25 mm dia, copper strip size 25x5 mm, test link, connector strip etc. with charcoal/coke and salt as required.	2	Each			
8	Supply, installation & commissioning of GI sheet metal rectangular duct complete with support etc. as per approved drawing of following sheet thickness complete as required with painting for bus trunking cover at Transformer side.					
a	Thickness 16 swg sheet	12	Sq.Meter			

Sr.No.	Description of Item	Qty	Unit	Rate		Amount
				figures(Rs)	words(Rs)	
9	Supplying and fixing 32 amps Triple pole rating, 240/415 volts, "C" curve, DIN mounting, miniature circuit breaker suitable for inductive load with Enclosure box, as complete with connections, testing and commissioning etc. as required.	8	Each			
10	Supply and installation of exhaust fan 4" dia for APFC panel with required cutout on back door of panel having thickness of 14 SWG size.	8	Each			
11	Removing and reinstallation of control system with local panel, MCB enclosure box and cabling for SMS master system from Sai Trinity building to Main building, IISER Pune.	1	Job			

Sr.No.	Description of Item	Qty	Unit	Rate		Amount
				figures(Rs)	words(Rs)	
12	Supplying and laying 25 mm X 5 mm copper strip at 0.50 metre below ground as strip earth electrode, including connection/ terminating with nut, bolt, spring, washer etc. as required. (Jointing shall be done by overlapping and with 2 sets of brass nut bolt & spring washer spaced at 50mm)	500	Meter			
13	Providing and fixing following rating and breaking capacity and pole MCCB in existing cubicle panel board including drilling holes in cubicle panel, making connections, etc. as required.					
13.1	250 Amp, 35 KA,FPMCCB	2	Each			
13.2	63 Amp, 35 KA,FPMCCB	6	Each			
13.3	125 Amp, 35 KA,FPMCCB	2	Each			

Sr.No.	Description of Item	Qty	Unit	Rate		Amount
				figures(Rs)	words(Rs)	
14	Earthing with copper earth plate 600 mm X 600 mm X 3 mm thick including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe of 2.7 metre long etc. (but without charcoal/ coke and salt ) as required.	2	Each			
15	Removing and reinstallation of 250 W highbay fittings as per site requirement, IISER Pune.	6	Each			
16	Dismantling, rearrangement and termination of supply for UPS and Raw power DBs of following ways VTPN DBs as required.					
16.1	4W TPN DB	12	Each			
16.2	8W TPN DB	20	Each			

Sr.No.	Description of Item	Qty	Unit	Rate		Amount
				figures(Rs)	words(Rs)	
17	Supplying and laying 25 mm X 3 mm copper strip at 0.50 metre below ground as strip earth electrode, including connection/ terminating with nut, bolt, spring, washer etc. as required. (Jointing shall be done by overlapping and with 2 sets of brass nut bolt & spring washer spaced at 50mm)	100	Meter			
18	Supplying and fixing suitable size PVC surface box with modular plate and cover in front on surface or in recess , including providing and fixing 1 no 6 pin 15 A modular socket , 2 nos 3 pin 5 A modular sockets and 1 no 15 A modular switch connection etc as required.	30	Each			
19	Supply and installation of 25 mm PVC casing and capping with required accessories on surface and finishing as required.	750	Meter			

Sr.No.	Description of Item	Qty	Unit	Rate		Amount
				figures(Rs)	words(Rs)	
20	Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed medium class PVC conduit as required					
20.1	2 X 4 sq. mm + 1 X 2.5 sq. mm earth wire	800	Meter			
20.2	2 X 2.5 sq. mm + 1 X 1.5 sq. mm earth wire	50	Meter			
20.3	3 X 1.5 sq. mm + 1 X 1.5 sq. mm earth wire	100	Meter			
21	Supplying and fixing suitable size GI box with modular plate and cover in front on surface or in recess , including providing and fixing 2 no 3 pin 5 A modular socket , 2 nos 5 A modular switches, connection etc as required.	50	Each			



Sr.No.	Description of Item	Qty	Unit	Rate		Amount
				figures(Rs)	words(Rs)	
22	Supplying and fixing 5 amps to 32 amps rating, 240/415 volts, "C" curve, miniature circuit breaker suitable for inductive load of DOUBLE poles with enclouser box 2 way complete with connections, testing and commissioning etc. as required.	6	Each			
23	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed medium class PVC conduit, with piano type switch, phenolic laminated sheet, suitable size M.S. box and earthing the point with 1.5 sq.mm. FRLS PVC insulated copper conductor single core cable etc as required.	10	Each			

Sr.No.	Description of Item	Qty	Unit	Rate		Amount
				figures(Rs)	words(Rs)	
24	Supply and installation of timer DB at Fish lab & bird lab Catlog No. of DB 607711 - 1NO. Incomer 20A SP MCB- 1 NO. Outgoings catlog No. 04069 1 No., Timer catlog No. 649915 - 1No.with required accessories and wiring , connectins , testing and commissioning as required.	3	Each			
25	Supplying and fixing suitable size PVC surface box with modular plate and cover in front on surface or in recess , including providing and fixing 1 no 6 pin 15 A modular socket , 1 no 15 A modular switch, connection etc as required.	25	Each			

Sr.No.	Description of Item	Qty	Unit	Rate		Amount
				figures(Rs)	words(Rs)	
26	Supplying and fixing suitable size PVC surface box with modular plate and cover in front on surface or in recess , including providing and fixing 2 no 6 pin 15 A modular sockets , 2 no 15 A modular switches, connection etc as required.	10	Each			
27	Supply and drawing of UTP 4 pair CAT 6 LAN cable in the existing surface/recessed steel/PVC conduit /tray/on surface as required.	200	Meter			
28	Relaying of RF cable as required in tray/duct/ground/ on surface as required.	100	Meter			
29	Removing and reinstalltion of 100 mm x 75 mm PVC trunking on surface as per site conditon etc as required.	50	Meter			

Sr.No.	Description of Item	Qty	Unit	Rate		Amount
				figures(Rs)	words(Rs)	
30	Supply and installation of 6 module PVC surface box on surface as complete.	2	Each			
31	Supply and installation of 8 module modular base and cover plate on existing modular boxes etc as required.	2	Each			
32	Supply and installation of laminated board with 5A socket 10 No. & 5 A switch 10 No.	10	Each			
33	Supply and installation of laminated board with 5A socket 5 No. & 5 A switch 5 No. 15A socket 2 No. & 15 A switch 2 No. indicator 1No. 32A SP MCB modular type	15	Each			

Sr.No.	Description of Item	Qty	Unit	Rate		Amount
				figures(Rs)	words(Rs)	
34	Supplying and fixing 4 ways surface/ recess mounting, vertical type, 415 volts, TPN MCB distribution board of sheet steel, dust protected, duly powder painted, inclusive of 200 amps tinned copper bus bar, common neutral link, earth bar, din bar for mounting MCB's, with provision of 100 amps TP 16 KA MCCB as incomer, interconnection between incomer MCCB and bus bars (with Incomer 63A FP MCB -1 NO. Outgoings 32A TP MCB - 4 NO.) as required . (Note : Vertical type MCB TPDB is normally used where 3 phase outlets are required.)	1	Each			
35	Removing and reinstallation of MCCB ( 630 A and 250 A ) into existing panel as complete.	2	Each			

Sr.No.	Description of Item	Qty	Unit	Rate		Amount
				figures(Rs)	words(Rs)	
36	Supplying and making straight through joint with cast resin compound / heat shrinkable material including ferrules and other jointing materials for following size of PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade as required.					
36.1	4 C 25 sqmm aluminium arm cable	2	Each			
37	Removing and reinstallation of LT panel feeder with cables and accessories, as per site condition.	1	Job			
38	Supply and laying of 50 mm PVC flexible pipe on surface/ in tray/ ground/duct as required and complete.	200	Meter			

Sr.No.	Description of Item	Qty	Unit	Rate		Amount
				figures(Rs)	words(Rs)	
39	Supplying and fixing suitable size PVC surface box with modular plate and cover in front on surface or in recess , including providing and fixing 1 no 3 pin 5 A modular socket , 1 no 5 A modular switch, connection etc as required.	5	Each			
40	Supply and installation of MS fabrication for laying of cable in trech with proper ms support and fixing of checker plates 6 mm thick in substation.	200	KG			
41	Supplying and fixing 63 amps rating, 240/415 volts, "D" curve, miniature circuit breaker suitable for inductive load of FOUR poles with enclouser box 4 way complete with connections, testing and commissioning etc. as required.	8	Each			

Sr.No.	Description of Item	Qty	Unit	Rate		Amount
				figures(Rs)	words(Rs)	
42	Removing and reinstallation of MCCB in existing panel with required accessories.	8	Each			
43	Supplying and fixing 8 ways surface/ recess mounting, vertical type, 415 volts, TPN MCB distribution board of sheet steel, dust protected, duly powder painted, inclusive of 200 amps tinned copper bus bar, common neutral link, earth bar, din bar for mounting MCB's, with provision of 100 amps TP 16 KA MCCB as incomer, interconnection between incomer MCCB and bus bars (with 63A FP MCCB 1NO. & O/G 32A TP MCB 8 NO..) as required . (Note : Vertical type MCB	2	Each			
44	Supply & Installation of GI Checkered plate 6mm thick to cover the cable trench as per site requirements including accessories etc., Complete	10	Sq.Meter			



Sr.No.	Description of Item	Qty	Unit	Rate		Amount
				figures(Rs)	words(Rs)	
45	Installation, commissing and testing of existng 155 KVA APFC panel with required accessories and CTs.	1	Each			
46	Removing and reinstallation cable tray upto 300 mm width with required welding and support work. Includng cable dressing and laying work. Steel /	30	Meter			
					Total	
					<b>TOTAL</b>	