

SPECIAL CONDITIONS OF CONTRACT

1. Contractor shall facilitate factory inspection during stages of manufacturing by IISER representatives, if required.
2. Bills for the major procurement items such as plywood, laminate, etc, shall be submitted to IISER immediately after procurement. Warranty certificate and test certificate for plywood issued by the manufacturer shall be submitted to IISER TVM.
3. The work shall be treated as complete when all the components of the work are completed. The completion certificate of the work shall be recorded by Engineer-in-Charge.
4. Labour huts at site are not allowed inside the campus.
5. The contractor shall execute the whole work in the most substantial and workman like manner in strict accordance with the specifications, approved design, drawings, particular specifications, special conditions, additional conditions and instructions of the Engineer-in-Charge.
6. No labour or material movement shall be allowed through the campus main road except in unavoidable circumstances with special permission of the Engineer- in Charge with a gate pass.
7. Before tendering, the contractor shall inspect the site of work and structures and shall fully acquaint himself about the conditions prevailing at site, availability of materials, availability of land and suitable location for construction of go-downs, stores, site office, transport facilities, constraints of space for establishing design mix plants, weather condition at site, the extent of leads and lifts involved in execution of work etc., which may affect or influence the tenders.
8. The contractor shall at his own expense and risk arrange land for accommodation of labour, setting up of office, storage of materials, erection of temporary workshops, and construction of approach roads to the site of work, including land required for carrying out of all jobs connected with the completion of the work. However, the departmental land to the extent available may be allowed to be used for these purposes free of rent without accepting any responsibility for the delay, if any, on this account. The contractor shall have to abide by the regulations of the authorities concerned and the directions of the Engineer-in-Charge for use of land available at the site of work. If it becomes necessary during construction to remove or shift the stored materials, shed, workshop, access roads, etc, to facilitate execution of the work included in this agreement or any other work by any other agency, the contractor shall remove or shift these facilities as directed by the Engineer-in-Charge and no claim whatsoever shall be entertained on this account. The contractor shall submit a detailed layout drawing of the temporary structures, stock yards, plant locations proposed to be constructed by him for his use which may be got approved before any such construction is attempted.
9. It shall be deemed that the contractor has satisfied himself as to the nature and location of the work, transport facilities, availability of land for setting up of camp, etc. The department will bear no responsibility for lack of such knowledge and the consequences thereof.
10. The contractor shall have to make approaches to the site, if so required and keep them in good condition for transportation of labour and materials as well as inspection of works by the Engineer-in-Charge. Contractor will have no right to restrict access to whom so ever the engineer in charge authorizes from using any such temporary or permanent access made Nothing extra shall be paid on this account.
11. The contractor shall carry out true and proper setting out of the work in co- ordination with the Engineer-in-Charge or his authorized representatives and shall be responsible for the correctness of the positions, levels, dimensions and alignments of all parts of the structure. If at any time during the progress of the work any error appears or arises in the position,

level, dimensions or alignment of any part of the work, the contractor on being asked to do so by the Engineer-in-Charge, shall rectify such error to the entire satisfaction of Engineer-in-charge. The checking by the Engineer-in-Charge or his authorized representatives shall not relieve the contractor of his responsibility for the correctness of any setting out of any line or level. The contractor shall carefully protect and preserve all bench marks, pegs and pillars provided for setting out of works.

12. All setting out activities concerning establishment of bench marks, instrument stations, centre line pillars, etc. including all material, tools, plants, equipments and all other instruments, labour, etc. required for performing all the functions necessary and ancillary thereto at the commencement of the work, during the progress of the work and till the completion of the work shall be carried out by the contractor and nothing extra shall be paid on this account.
13. The work shall be carried out in such a manner so as not to interfere or adversely affect or disturb other works being executed by other agencies, if any.
14. Any damage done by the contractor to any existing works or work being executed by other agencies shall be made good by him at his own cost or will be made good at his risk and cost without any notice served in this regard depending on the urgency of restoration of such damaged services.

15. **Compliance with Local Bye-Laws.**

In the event of any restrictions being imposed by security and traffic agencies or any other authority having jurisdiction in the area on the working or movement of labour /material, the contractor shall strictly follow such restrictions and nothing extra shall be payable to the contractor on this account. The loss of time on this account, if any, shall have to be made up by generating additional resources etc

16. For completing the work in time, the contractor may have to work in two or more shifts and no claims whatsoever shall be entertained on this account, notwithstanding the fact that the contractor will have to pay to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour regulations and the agreement entered upon and/or extra amount for any other reasons.
17. The contractor shall make his own arrangements for water and for obtaining electric connections if required and make necessary payments directly to the State / Central Govt. departments concerned. Contractor shall get the water tested from laboratory approved by the Engineer-in-charge at regular interval as per the latest CPWD Specifications. All expenses towards collection of samples, packing, transportation, testing charges etc. shall be borne by the contractor.
18. The drawings for the work issued by the Engineer-in-Charge during execution of work shall at all times be properly correlated before executing any work and no claim whatsoever shall be entertained for discrepancies in the drawings.
19. The works to be governed by this contract shall cover delivery and transportation up to destination, safe custody at site, insurance, erection, testing and commissioning of the entire works.

The works to be undertaken by the contractor shall inter-alia include the following:

- (i) Preparation of detailed SHOP drawings and AS BUILT drawings wherever applicable.
- (ii) All the drawings are provided by the consultant engaged by IISER TVM. The same is attached in the tender document. The contractor shall submit material submittals along with material sample for approval of Engineer-in-charge prior to delivery of material at site.

20. The contractor shall maintain in good condition all work executed till the completion of entire work entrusted to the contractor under this contract.
21. No payment shall be made to the contractor for damage caused by rain, whatsoever during the execution of works and any damage to the work on this account shall have to be made good by the contractor at his own cost.
22. Unless otherwise provided in the Schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing extra shall be payable to him on this account.
23. The rates quoted by the Contractor are deemed to be inclusive of site clearance, setting out work (including marking of reference points, center lines of buildings), construction and maintenance of reference bench mark(s), taking spot levels, construction of all safety and protection devices, barriers, barricading, signage, labour safety, labour welfare and labour training measures, preparatory works, working during monsoon, working at all depths, height and location etc. and any other incidental works required to complete this work. Nothing extra shall be payable on this account.
24. Ancillary and incidental facilities required for execution of work like labour camp, stores, fabrication yard, offices for Contractor, watch and ward, temporary ramp required to be made for working at the basement level, temporary structure for plants and machineries, water storage tanks, installation and consumption charges of temporary electricity connection, telephone, water etc. required for execution of the work, liaison and pursuing for obtaining various approvals, No Objection Certificates, completion certificates from local bodies (if required) etc., protection works, testing facilities / laboratory at site of work, facilities for all field tests and for taking samples etc. during execution or any other activity which is necessary (for execution of work and as directed by Engineer-in-Charge), shall be deemed to be included in rates quoted by the Contractor, for various items in the schedule of quantities. Nothing extra shall be payable on these accounts. The Contractor shall submit to the Engineer-in-Charge, a site / construction yard layout, specifying areas for construction, site office, positioning of machinery, material yard, cement and other storage, steel fabrication yard, site laboratory, water tank etc.
25. No claim whatsoever for idle labour, additional establishments, costs of hire and labour charges for tools and plants, scaffolding etc, would be entertained under any circumstances.
26. The Contractor(s) shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night. In case of any accident of labours/ contractual staffs the entire responsibility will rest on the part of the contractor and any compensation" under such circumstances, if becomes payable, shall be entirely borne by the contractor.
27. Contractor shall within two weeks of award of work, submit to the Engineer- in-Charge for his approval, list of measures for maintaining safety of manpower/deployed for construction and avoidance of accidents.
28. For the safety of all labour directly or indirectly employed in the work the contractors shall, in addition to the provision of IISER TVM safety code and directions of the Engineer-in-Charge, make all arrangements to provide facility as per the provision of Indian Standard Specifications (Codes) listed below and nothing extra shall be paid on this account.
 - (i) IS 3696 Part I - Safety Code for scaffolds and ladders
 - (ii) IS 3696 Part II - Safety Code for scaffolds and ladders Part II ladders.
 - (iii) IS 764 - Safety Code for excavation work.
 - (iv) IS 4138 - Safety Code for working in compressed air
 - (v) IS 7293 - Safety Code for working with construction machinery.
 - (vi) IS 7969 - Safety Code for storage and handling of building materials
 - (vii) IS 4130 - Safety code for demolition of buildings.

29. The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards and by providing red flags, red lights and barriers. The contractor shall be responsible for any accident at the site of work and consequences thereof.
30. Scaffolding: Wherever required for the execution of work, all the scaffolding shall be provided and suitably fixed, by the Contractor. It shall be provided strictly with steel double scaffolding system, suitably braced for stability, with all the accessories, gangways, etc. with adjustable suitable working platforms to access the areas with ease for working and inspection. It shall be designed to take all incidental loads. It should cater to the safety features for workmen. It shall be ensured that no damage is caused to any structure due to the scaffolding. Nothing extra shall be payable on this account.
31. Royalty if any payable and all other incidental expenditure shall have to be paid by the contractor on all the boulders, metal shingle, earth, sand bajri, etc. collected by him for the execution of the work, direct to the concerned Revenue Authority of the State or Central Govt. and the amount paid shall not be reimbursed in any form whatsoever.
32. Other agencies working at site will also simultaneously execute the works entrusted to them and to facilitate their working, the contractor shall make necessary provisions e.g. holes, openings, etc. for laying/burying pipes, cables, conduits, clamps, hooks, etc. as may be required from time to time. The contractor shall extend full co-operation to other agencies for smooth execution of works by other agencies. The final finishing of the work is to be executed in co-ordination with other agencies as directed by the Engineer-in-Charge.
33. On account of security considerations, there could be some restrictions on the working hours, movement of vehicles for transportation of materials and location of labour camp. The contractor shall be bound to follow all such restrictions and adjust the programme for execution of work accordingly. Nothing extra shall be paid on this account. Also the contractor shall plan the activities so that no delay occurs due to the above. The contractor is expected to collect information about the same.
34. Stacking of materials and excavated earth shall be done as per the directions of the Engineer-in-Charge. Double handling of materials or excavated earth if required shall have to be done by the contractor at his own cost.
35. To protect the flooring and steps of staircases during construction and until the completion of the work, finished/semi-finished surface of flooring shall be covered with a thick layer of plaster of Paris and this layer shall be maintained in good condition till its removal. The removal of the layer of plaster of Paris and cleaning the surface shall be done as and when decided by the Engineer-in-Charge. After the removal of plaster of Paris and cleaning of the surface, damage, if any, shall have to be made good by the contractor. No extra payment shall be made for protection with plaster of Paris, removal of plaster of Paris, cleaning and making good the damages.
36. The contractor shall give a performance test of the entire installation (s) as per standard specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.
37. The contractor shall arrange to keep the premises neat and clean. The rubbish/malba and unserviceable materials shall be removed on day-to-day basis.
38. The Contractor shall arrange electricity at his own cost for testing of the various electrical installations as directed by Engineer-in-Charge and for the consumption by the contractor for executing the work. Also all the water required for testing various testing water supply, sanitary and drainage lines, water proofing treatment etc. shall be arranged by the contractor at his own cost. Nothing extra shall be payable on this account.
- 39. Time and Programme Chart.**
- (i) The contractor shall give scientifically analyzed detailed programme chart for all the activities of the work within 10 days from the date of issue of letter of acceptance of tender. The programme chart shall be prepared covering the physical milestones

as envisaged in the tender documents. Nothing extra shall be paid for preparation/ modification of programme chart, CPM and PERT chart. The contractor shall submit the time and programme and project report using the mutually agreed software or in other format decided by the Engineer-in-charge.

- (ii) While preparing the above detailed programme chart, effort shall be made to take all possible items of work simultaneously.
- (iii) The programme chart so finalized and accepted by IISER TVM should be got reviewed by the department, once in a month regularly. Modified / revised programme chart shall be prepared in the event of not adhering to the targets mentioned in the earlier programme chart. The contractor shall augment additional resources, materials and man power for achieving the targets, so submitted in the revised Programme chart.
- (iv) He shall furnish the details both in hard copies as well as soft copies. Nothing extra shall be paid on this account.
- (v) The submission for approval by the Engineer-in-Charge of such program or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-Charge to take action against the contractor as per terms and conditions of the agreement.

SUBMISSION OF PROGRESS REPORTS:

Apart from the above integrated program chart, the contractor shall be required to submit monthly progress report of the work in a computerized form on 1st week of every month.

40.QUALITY ASSURANCE

- (i) The proposed work is a prestigious campus development project and quality of work is of paramount importance. Contractor shall have to engage well-experienced skilled labour and deploy modern T&Ps and other equipment in the execution of the work. Many items like water proofing, sand stone wall cladding and pile foundation will specially require engagement of skilled workers having experience particularly in execution of such items.
- (ii) The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material / work beyond the set out tolerance limit shall be summarily rejected by the Engineer-in-charge and the contractor shall be bound to replace / remove such sub-standard / defective work immediately. If any material, even though approved by Engineer-In-Charge is found defective or not conforming to specifications shall be replaced / removed by the contractor at his own risk & cost.
- (iii) Special attention should be paid towards quality of materials, workmanship of execution of required standard and finish, lines and levels, accurate joinery work in wooden doors and windows, accurate joints in stone/ tiling / cladding work, non-hollowness in floor and dado tiles work, protection of scratches over flooring by providing layer of plaster of Paris, water tight pipe linings, proper compaction of joints in brick masonry, proper compaction of filled up earth etc. as per specification to achieve prescribed standards, Quality assurance for the project shall be of paramount importance.
- (iv) The Contractor shall submit, within 21 days after the date of award of work, a detailed and complete method statement for the execution, testing and Quality Assurance, of such items of works, as directed by the Engineer-in-Charge.

All the materials to be used in the work, to make the finished work complete in all respects,

shall comply with the requirements of the specifications and shall pass all the tests required as per specifications as applicable or such specifications / standards as directed by the Engineer- in- Charge. However, keeping the Quality Assurance in mind, the Contractor shall submit, on request from the Engineer-in- Charge, his own Quality Assurance procedures for basic materials and such items, to be followed during the execution of the work, for approval of the Engineer-in- Charge.

- (v) All materials and fittings brought by the contractor to the site for use shall conform to the specification and the samples approved by the Engineer-in- charge. The contractor should get the samples of all the materials got approved from the Engineer in charge before bringing the bulk quantity, which shall be preserved at site of execution till the completion of the work. If a particular brand of material is specified in the item of work in Schedule of Quantity, the same shall be used after getting the same approved from Engineer-In-Charge. Wherever brand / quality of material is not specified in the item of work, the contractor shall submit the samples as per approved list of brand names given in the tender document / particular specifications for approval of Engineer-In-Charge. For all other items, materials and fittings of ISI Marked shall be used with the approval of Engineer-In- Charge. Wherever ISI Marked material / fittings are not available, the contractor shall submit samples of materials / fittings manufactured by firms of repute conforming to relevant specifications or IS codes and use the same only after getting the approval of Engineer-In-Charge.
- (vi) The Contractor shall procure and provide all the materials from the approved list of materials in the tender.
- (vii) All materials whether obtained from Govt. stores or otherwise shall be got checked by the Engineer-in-Charge or his authorized supervisory staff on receipt of the same at site before use.
- (viii) To avoid delay, contractor should submit all samples well in advance so as to give timely orders for procurement.
- (ix) The contractor has to establish field laboratory at site including all necessary equipment for field tests as given in Schedule 'F'. All the relevant and applicable standards and specifications shall be made available by the contractor at his cost in the field laboratory. The contractor shall designate one of his technical representatives possessing required qualification and experience specified in the Schedule F as Quality Assurance Engineer, who shall be responsible for carrying out all mandatory field/laboratory tests. The contractor shall also provide adequate supporting staff at his cost for carrying out field tests, packaging and forwarding of samples for outside laboratory tests and for maintaining test records.
- (x) The contractor shall at his own cost submit samples of all materials sufficiently in advance and obtain approval of Engineer-in-Charge. The materials to be used in actual execution of the work shall strictly conform to the quality of samples approved by the Engineer-in-Charge and nothing extra shall be paid on this account. The acceptance of any sample or material on inspection shall not be a bar to its subsequent rejection, if found defective.
- (xi) The contractor shall at his cost, make all arrangements and shall provide necessary facilities as the Engineer-in-Charge may require for collecting, preparing, packing, forwarding and transportation of the required number of samples for tests and for analysis at such time and to such places as directed by the Engineer-in-Charge. Nothing extra shall be paid for the above operations including the cost of materials required for tests and analysis. Testing charges shall be borne by the contractor.
- (xii) The necessary tests if needed shall be conducted in the laboratory approved by the Engineer-in-Charge. For this purpose, laboratories in the Government Sector, Semi Government or Private Sector, all Govt. Institutes, Indian Institutes of Technology, National Institutes of Technology, Central and State Research Centers, Centrally and State funded

laboratories stand approved. The samples for carrying out all or any of the tests shall be collected by the Engineer-in-charge or on his behalf by any other officer of IISER TVM. The contractor or his authorized representative shall associate himself in collection, preparation, packing and forwarding of such samples for the prescribed tests and analysis. In case the contractor or his authorized representative is not present or does not associate him in the aforesaid operation the results of such tests and consequences thereon shall be binding on the contractor.

Materials used on work without prior inspection and testing (where testing is necessary) and without approval of the Engineer-in-Charge are liable to be considered unauthorized, defective and not acceptable. The Engineer-in-Charge shall have full powers to require the removal of any or all of the materials brought to site by contractor which are not in accordance with the contract specifications or do not conform, in character or quality to the samples approved by the Engineer-in-Charge. In case of default on the part of the contractor in removing rejected materials, the Engineer-in-Charge shall be at liberty to have them removed at the risk and cost of the contractor.

(xiii) The contractor shall make his own arrangement of water required for execution of work and get the water tested at his own cost with regard to its suitability for use in the works and get written approval from the Engineer-in-Charge before he proceeds with the use of same for execution of work and thereafter it is got tested at the prescribed interval as per specification.

(xiv) All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested as per the design conditions before covering and their measurements in computerized measurement book duly test checked shall be deposited with Engineer in charge or his authorized representative, prior to hiding these items.

(xv) Water tanks, taps, sanitary, water supply and drainage pipes, fittings and accessories should conform to local bye-laws rules and specification of municipal / corporation, If CPWD Specifications are not available for the same. The contractor should engage licensed plumbers for the work and get the materials (fixtures/fittings) tested by the Municipal Body/Corporation authorities wherever required at his own cost.

41. Senior Officers of IISER TVM shall be inspecting the on-going work at site at any time with or without prior intimation. The contractor shall, therefore, keep updated the following requirements and detailing.

- a. Display Board showing detail of work, weekly progress achieved with respect to targets, reason of shortfall, status of manpower, wages being paid for different categories of workers.
- b. Entrance and area surrounding to be kept clean.
- c. Keep details of quantities executed, balance quantities, deviations, possible Extra item etc.
- d. Keep one set of plastic / cloth mounted building drawings.
- e. Sets of Helmets and safety shoes for exclusive use for officers/dignitaries visiting at site.

42. The contractor shall not store/dump construction material or debris on road.

43 The contractor shall get prior approval from Engineer-in-charge for the area where the construction material or debris can be stored beyond the road, this area shall not cause any obstruction to the free flow of traffic/inconvenience to the pedestrians. It should be ensured by the contractor that no accidents occur on account of such permissible storage. The Contractor shall take appropriate measures like raising wind breakers

of appropriate height on all sides of the plot/area using CGI sheets or plastic and /or other similar material to ensure that no construction material dust fly outside the plot area.

- 44 The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes/or are carrying construction material like cement, sand and other allied material are fully covered. The contractor shall take every necessary precaution that the vehicles are properly cleaned and dust free to ensure that enroute their destination, the dust, sand or any other particles are not released in air/contaminate air.
- 45 The Contractor shall provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relatable to dust emission.
- 46 The contractor shall ensure that C&D waste is transported to the C&D Waste site only and due record shall be maintained by the contractor.
- 47 The contractor shall comply all the preventive and protective environmental steps as stated in the latest MoEF guidelines amended up to date.
- 48 The contractor shall carry out on-Road-Inspection for black smoke generating machinery. The contractor shall use cleaner fuel.
- 49 The contractor shall use vehicles having pollution under control certificate. The emissions can be reduced by a large extent by reducing the speed of a vehicle to 20 kmph. Speed bumps shall be used to ensure speed reduction. In cases where speed reduction cannot effectively reduce fugitive dust, the contractor shall divert traffic to nearby paved areas.
- 50 The contractor shall ensure that the construction material is covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.
- 51 The contractor shall make arrangement for helmet and safety shoes (meant for construction works at site). For all field staff of the IISER TVM, during the entire period of construction for safety reasons, one helmet and two pairs of shoes per staff member (maximum 10 members) of the Department(s) per year shall be arranged by the contractor.
- 52 Safety, security and insurance for the workers engaged shall be the responsibility of the agency.
- 53 The Jurisdiction for any legal dispute shall be the courts which are having Jurisdiction over the State of KERALA.
- 54 For water proofing works guarantee bond in the prescribed format and 10% security for 10 years.
- 55 Jointing with existing RCC& reinforcement shall be done at no extra cost by the Contractor.
- 56 Manufacturer warranty for all manufacturing items shall be secured from the manufacturer and shall be provided by the agency to the client.
- 57 The contractor shall provide on-site warranty against the defects in quality and workmanship for a period of at least 5 years for the entire items in this work.
- 58 Security deposit (SD) will be released (subject to no defects in quality and workmanship) as per the schedule below:

- 20% (cumulative 20%) of SD will be released after 1 year from the date of completion
- 20% (cumulative 40%)of SD will be released after 2 years from the date of completion
- 20% (cumulative 60%)of SD will be released after 3 years from the date of completion
- 20% (cumulative 80%)of SD will be released after 4 years from the date of completion
- Final 20% (cumulative 100%) of SD will be released after 5 years from the date of completion

59 Unless otherwise specified, nothing extra, whatsoever shall be paid for executing the work as per the above special conditions.