CSIR-NORTH EAST INSTITUTE OF SCIENCE & TECHNOLOGY: JORHAT

(COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH)

Jorhat-785006, Assam

Notice Inviting e-Tender
(Two Bid System)

For the Work

Supply, installation, testing and commissioning of passenger lift (Elevator) in Administrative Building at CSIR – NEIST, Jorhat - 785006

***Note: Tenderers should ensure that they have duly signed all the documents (each & every paper) while submitting the tender.*

INSTRUCTIONS TO BIDDER FOR ONLINE BID SUBMISSION

1. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.More information useful for submitting online bids on the CPP Portal may be obtained at: https://etenders.gov.in Information and instruction for bidders shall form part of the bid document.

2. The intending bidder must read the terms and condition of NIT carefully. Bidder should submit his bid only if he considers himself eligible and he is in possession of all the required documents. The bidder would be required to register at e-tender portal https://etenders.gov.in For submission of the bids, the bidder is required to have digital Signature Certificate (DSC) from one of the authorized Certifying Authorities. Those contractors not registered on the website mentioned above, are required to get registered beforehand.

3. The tender form/ bid documents may be downloaded from the websites https://etenders.gov.in/eprocure/app

2. Bids must be mandatorily submitted online through central public procurement portal https://etenders.gov.in/eprocure/app

3. Manual/Offline bids shall not be accepted under any circumstances.

4. Tenderers/bidders are requested to regularly visit the website: https://etenders.gov.in/eprocure/app. Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only.

5. In case, the day of bid opening is declared a holiday by the government, the tenders will be opened on the next working day at the same time. No separate information will be broadcasted and no separate intimation shall be sent to the bidder in this regard.

6. Since, it is an online application/process, the tender opening or any other process may be delayed due to any technical fault/ server issue. And if any such issue arises, this will not be tantamount to process delay and CSIR-NEIST, Jorhat will not be responsible for the same.

7. On opening of quotation online, accepting the bid will not mean that the firm is technically or financially qualified. The same exercise will be done at CSIR-NEIST and be uploaded accordingly.

8. The Director, CSIR-NEIST, Jorhat reserves the right to accept or reject any or all the tenders.

9. **Eligibility Criteria**: The firms/contractors/bidder/tenderer are also required to upload self-attested scanned copies of their respective **eligibility criteria documents** (in pdf format only) for validation, post-verification & evaluation of tender in up to date forms which are as follows:

I. Registration certificate of the firm under the work contract of the Appropriate Authority.
II. Firm Electrical competency certificate
III. Firm Civil works competency certificate
IV. Proof of similar work experience (Civil and lift installation) i.e. Work Order along with Completion Certificate of
   a) Three similar works, each 40 % of estimated cost
   Or
   b) Two similar works each of value 50 % of estimated cost
   Or
   c) One Similar work of 80 % estimated cost and above, during the preceding 7 (Seven) years.

V. Valid GST Certificate for GSTIN as applicable.
VI. PAN Registration Card

VII. Income tax Return for the last three years.
VIII. Employees Provident Fund (EPF) certificate
IX. Labour deployment certificate
X. Engineer/Supervisor license
XI. Undertaking for having gone through the Tender documents.
XII. No Near-Relative Declaration/Certificate.
XIII. The bidder must fill up & submit the Checklist for Eligibility Criteria.

The above documents must be mandatorily submitted along with the tender, failing which the tender is liable for rejection.

10. Uploading of unnecessary or irrelevant papers/documents/photographs/catalogues/certificates etc. must be avoided. Documents should be related with claim and currency like leaflets, brochures, cliental list, organization certificate etc. Certificate of Financial Turn over: At the time of submission of bid contractor may upload Affidavit/ Certificate from CA mentioning Financial Turnover of last 3 years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.

11. Please attach a covering letter with your technical /techno commercial bid.

12. In case of two-bid system, please include payment and other terms & conditions (except the prices) with technical bid along with covering letter.

14. The bid security of unsuccessful bidder will be discharged / returned within a week from the date of opening of tenders.

15. The Successful Bidder's Bid security shall be treated as a part of security & shall be refunded after successful completion of defect liability period.

16. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 91-8826246593.

CSIR-NORTH EAST INSTITUTE OF SCIENCE & TECHNOLOGY: JORHAT

COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH

NOTICE INVITING e-TENDER
No. NEIST-29(502)WE-2024
(Two Bids)

Online tenders are hereby invited for the work mentioned below from the Vendors/Contractors of appropriate class of **C.P.W.D,** Railways, **M.E.S**., Post & Telegraph Department and / or from those who have carried out similar works for **C.S.I.R** and Semi-Govt. Organizations. The tender will be valid only and evaluated for those contractors, who have satisfactorily executed similar works including Civil and lift installation of value: a) three similar works, each 40 % of estimated cost or b) two similar works each of value 50 % of estimated cost or c) one Similar work of 80 % estimated cost respectively and above during the preceding **7 (Seven) years.**

Sl. No	Name of Work	Estimated Cost (in Rs).	Earnest Money (in Rs.)	Tender Fee (in Rs.)	Work completion Period
1.	Supply, installation, testing and commissioning of passenger lift (Elevator) in Administrative Building at CSIR – NEIST, Jorhat	35,44,594.00	70,900.00	500/- (Non-refundable)	90 Days

Critical Date Sheet

Sl. No	Schedule of activities	Date and time
1	Publish Date on CPP Portal	27-10-2026 at 05:00 PM
2	Bid document download start date	27-10-2026 at 05:00 PM
3	Bid submission start date	27-10-2026 at 05:00 PM
4	Bid submission end date	19-11-2026 at 03:00 PM
5	Technical Bid opening date (Cover – I)	20-11-2026 at 03:00 PM
6	Financial Bid opening date (Cover – II)	To be intimated later on

Tender documents can be downloaded from the websites **http://www.neist.res.in**. & **https://etenders.gov.in/eprocure/app.**

The interested agency may submit their tender document complete in all respect along with the Tender Fee, Bid Security / Earnest Money Deposit (EMD). EMD and Tender Fee should be paid via online mode only in favour of **DIRECTOR, NEIST** through RTGS/NEFT **(Account No.30266871392 & IFSC: SBIN0005604 of STATE BANK OF INDIA, RRL JORHAT BRANCH)** and attach a copy of payment details. **The EMD will be refunded to the unsuccessful bidder without interest. None payment of tender fee and EMD amount, the bid will liable to cancel.**

The tenderer should also submit his credentials & other documents along with the tender for validation, post-verification & evaluation. The tenderers are advised to see the work site before quoting the rates.

Bid Submission: Bids shall be submitted online only at CPPP website: **https://etenders.gov.in/eprocure/app**

Controller of Administration (CoA)
CSIR-NEIST
Jorhat

I. CONDITIONS FOR CONTRACT

1 Tender Fee & EMD may be dropped in the tender box kept at the Security Office, NEIST, Gate No. 2, Jorhat-785006 before the end of bid / tender submission time as indicated. Tender Fee & EMD may also be sent by Registered post or speed post addressed to COA / AO, NEIST, Jorhat-785006. Tenderers are to ensure that the Tender Fee & EMD are reached well in advance before the closing time and date of tender as indicated.

2 Tender Fee & EMD amount mentioned above must be drawn by demand draft or pay order of a schedule bank in favour of the **Director, CSIR- North East Institute of Science & Technology, Jorhat**. Tenders received without Tender Fee & EMD will be invalid. The Employer does not bind himself to accept the lowest or any tender and reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.

3 Canvassing in connection with the tenders is prohibited and the tenders submitted by contractor who resort to canvassing are liable for rejection.

4 The tenderer is not permitted to tender for works in CSIR-NEIST, Jorhat if a relative of the tenderer is posted in the grade between Controller of Administration and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him and whose relatives are as mentioned above.

NOTE: A person shall be deemed to be a relative of another if, and only if, (a) they are members of Hindu undivided family; or (b) they are husband and wife; or (c) the one is related to the other in the following manner: Father, Mother (including Step mother), Son (including step son), Sons wife. Daughter (including step daughter), Father, Son's son, Son's son's wife, Son's daughter, son's Daughter's husband, Daughter's husband, Daughter's son's wife, Daughter's daughter, Daughter's daughter's husband, Brother (including step brother), wife, sister (including step sister). Sister's husband.

5 Tender submitted shall remain valid for 90 days from the date of opening for the purpose of acceptance and award of work. Validity beyond 90 days from the date of opening shall be by mutual consent.

6 The tenderer shall quote rates both in figures and words. He shall also workout the amount for each item of work and write in figures. On check if there are differences between the rates quoted by the tenderer in words and in figures or in the amount worked out by him, the following procedure shall be followed.

(i) When there is difference between the rates in figures and in words, the rates which correspond to the amounts worked out by the tenderer shall be taken as correct.

(ii) When the amount of an item is not worked out by the tenderer or it does not correspond with the rate written either in figures or in words, the rate quoted by the tenderer in words shall be taken as correct.

(iii) When the rate quoted by the tenderer in figures and in words tallies but the amount is not worked out correctly the rate quoted by the tenderer shall be taken as correct and not the amount.

7 The tenderer should see drawings and in case of doubt, obtain required particulars, which may in any way influence his tender from the Engineer as no claim whatsoever will be entertained for any alleged ignorance thereof.

8 Before tendering, the tenderer shall inspect the site to fully acquaint himself about the condition in regard to accessibility of site, nature and extent of ground, working condition of site and locality including stacking of materials, installations of tools and plants (T & P) etc., conditions affecting accommodations and movement of labour etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the Employer in any circumstances.

9 Earnest money will be forfeited if the contractor fails to commence the work as per award of work.

10 Except writing rates and amount, the tenderer should not write any conditions or make any changes, additions, alterations and modifications in the printed form of tenders. Tenderers who are desirous to offer rebate the same should be brought out separately in the covering letter and submitted along with the tender.

11 Some of the provisions of General Conditions of Contract are given below. Interpretation however shall be as given in the General Conditions of Contract.

a) **Defects Liability Period**: Twelve months from the date of completion as certified by the Employer.

b) **Minimum Value of Work for the Intermediate Certificate**: Rs..... (Rupees ..... only). Intermediate certificate for a lesser amount can be admitted for payment at the discretion of the Engineer.

c) **Security Deposit:** A sum @10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tenderer value of work. In addition, the contractor shall be required to deposit an amount equal to 5% of the tendered value of the contract as Performance Security within the period prescribed for commencement of work in the letter of award issued to him.

d) **Compensation:** Contractor shall pay as-compensation and amount equal to one percent or such smaller amount as the Employer (whose decision in writing shall be final) may decide on the cost of whole work as shown in the agreement, for every week that the work remains uncommented or unfinished or due quantity of work remains incomplete after the proper dates. Compensation to be paid shall not exceed ten percent of the estimated cost of the work as shown in the agreement.

12. Schedule showing approximate quantity of materials to be supplied by the Employer under Clause: 6 of the General Conditions of Contract for works contracted to be executed and to rates at which they are to be charged for.

Particulars of Materials	Approx Qnty	Rates at which the material will be charged to the contractor			Place of Delivery
		Unit	Rs. (Figures)	Rupees	Stores (NAME OF THE LABORATORY)
1.Cement 2.Steel	**CONTRACTOR'S SUPPLY**				

13. For all specialist jobs e.g., lights, air conditioning, public address, fire protection, security surveillance and building management systems, technical (covering also general conditions and commercial terms) and financial offers will be given separately in two sealed covers.

14. The rates shall be quoted in Indian Rupee only. The quoted rates should be inclusive of all taxes (including GST), fees, levies, etc. and any revision in the statutory taxes, fees, etc. will be the responsibility of the Bidder. The payment will be made to the Contractor at any Bank Account maintained in India by way of ECS/RTGS after deducting the TDS as applicable. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason. Labour Welfare Cess @1% of bill value will be recovered from the bills and remitted to the concerned authorities by the department. GST @2% will be deducted against the work done value of the bill and the same will be remitted to the concerned authorities.

15. The contractor is to indicate the name & telephone nos of issuing agency of the completion certificates of their relevant past work experience to enable to verify the documents if necessary. In case of incomplete and doubtful credentials, offer shall be straightaway rejected. It may be noted that even after opening of price bid, the credential submitted found to be false / forged the offer submitted shall be rejected out rightly. No further clarification will be sought from the tenderers.

16. Preference will be given to Central Public Sector Enterprises (CPSE) for award of works costing between Rs.5 Crores to Rs.100 Crores as per provisions contained in para14.6.1 in CPWD Manual 2003 and OM No.DPE/13(12)/2003-Fin.Vol.-II dated 18.07.2005 issued by Department of Public Enterprises, Govt. of India.

17. Not more than one tender should be submitted by one contactor.

18. Tenderer who has downloaded the tender from the CSIR-NEIST website www.neist.res.in and Central Public Procurement Portal (CPPP) website https://eprocure.gov.in/eprocure/app, https://eprocure.gov.in/epublish/app shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered / modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with CSIR-NEIST, Jorhat.

19. CPWD specifications will be applicable for the work. Where the specification in the schedule of quantities differs from the CPWD specification, the description given in the schedule of quantities shall be applicable. Contractors shall not execute any extra items unless approved by the Director. No payment for any extra items will be made if executed without prior approval. The Contractors should examine the specifications and tender their rates. He should also examine the site conditions, for excavations, etc. before tendering for the work. If there is any difference in rates for two similar items, the lowest will be applicable. For the purpose of lowest tenderer, the grand total will only be considered as single contract.

i. ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT MADE AT .....This.....day of ..... BETWEEN the Council of Scientific & Industrial Research, New Delhi, a Society registered under the Societies Registration Act 1860 (Hereinafter referred to as the Employer, which expression shall include its successors and assignees and authorized officers of the Society) of the one part and ..... trading in the name and style of ..... (herein after referred to as the contractor(s) which expression shall include his / their respective heirs, executors, administrators and permitted assignees) of the other part.

WHEREAS the Employers is desirous of getting the work of .....done and has caused drawings, Schedule of Quantities and Specifications describing the work to be prepared.

AND whereas the said specifications and the schedule of quantities and other documents have been signed by on the behalf of the parties.

Now It Is Hereby Agreed And Declared By And Between The Parties Hereto As Follows:

1. In consideration of the payments to be made to them as hereinafter provided the Contractor shall upon and subject to the conditions hereinafter contained execute and complete, the work at the rates specified in the attached schedule of quantities and with such materials as are provided for and in accordance in

all respect with specifications, designs, drawings and instructions in writing. Time for carrying out the work will be …….. and the date of commencement shall be reckoned from the **tenth day** of issue of award letter.

2. The Employer shall pay to the Contractors such sums as shall become payable hereunder at the times and in the manner specified in the said conditions.
3. This agreement contains the following documents in addition to pages of Articles of Agreement.
   I. General Conditions of Contract Page No _____to _____
   II. Special Conditions Page No _____
   III. Additional Conditions Page No_____
   IV. Indenture for Secured Advance Page No_____to _____
   V. Original tender document along with the covering letter of the firm dated____Page No: 1 to _____
   VI. _____
   VII. _____
   VIII. _____

In witness whereof the parties hereto have set their respective hands the day & year herein above written.
Signed by, for and on behalf of Employer _____

In the presence of
(1)_____ (2) _____
Signed by the said Contractor
In the presence of
(1)_____ 2) _____

ii. GENERAL CONDITIONS OF CONTRACT

1. Interpretation

(a) In construing these conditions, the Specifications, the Schedule of Quantities, Tender, Special Conditions and Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

(b) This contract shall comprise of the Articles of Agreement, General Conditions of Contract, Special Conditions. Additional Special Conditions, the Schedule of Quantities, Specifications, letter of acceptance of tender and other documents mentioned in the contents sheet attached hereto and including these to which only reference is made herein.

Work or Works: Shall mean all work or works defined in schedule of quantities, specification and such other work or works as the contractor may be entrusted with for carrying out under this contract.

Employer: Shall mean Director-General, CSIR or any officer authorized by Director-General for the purpose.

Engineer: Shall mean the Engineer designated by the Employer to superintend and perform other duties as indicated in the contract.

Contractor: Shall mean the individual or Firm or Company, whether incorporated or not. Undertaking the work and shall include the legal personal representative or 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 or Firm or Firms or Company.

Site: Shall mean the site of the contract works including any buildings and erections thereon and any other land adjoining thereto (inclusive) as aforesaid allotted by the Employer or the Engineer for the contractor's use.

Compensation: Shall mean all sum payable by way of compensation under any of the conditions shall be considered as reasonable compensation without reference to the actual loss or damage sustained and whether or not any damage sustained, and whether or not any damage shall have been sustained. Words imputing persons include firms and corporations; Words imputing the singular only also include the plural and vice versa where the context so required. The headings are given to the clauses for convenience and they will not limit the meaning or scope of the clauses in any way.

2. Drawings and Specifications

The Contractor shall execute whole and every part of the work in the most substantial and workmanlike manner both as regards material and otherwise in every respect in accordance with the specifications. The contractor shall also confirm exactly and faithfully to the design, drawings and instructions given in the respect of the work by the Engineer. The contractor shall be furnished free of charge one- copy of such specifications and all such designs, drawings and instructions as are not included in the printed publications.

3. Earnest Money Deposit (EMD)

EMD upto the value of ***Rs.*10,000/-**may be deposited in cash and when value of EMD exceeds Rs.10,000/- then EMD should be deposited in the shape of **DD/PO** upto the value of RS.25 lakhs. If EMD amount is in excess of RS.25 lakhs then the excess amount over RS.25 lakhs can be accepted in the form of Bank Guarantee issued by a scheduled bank.

4. Contractor to Provide Everything Necessary

(a) The contractor shall provide at his own cost all materials (except such materials, if any as may in accordance with the contract be supplied by the Employer) plants, tools, appliance, implements, ladders, scaffolding, temporary works, etc. requisite or proper for the execution of the work whether original, altered or

substituted and whether included in the specifications or other documents forming part of the contract or which may be necessary for the purpose of satisfying or complying to the requirements of Engineer, as to any manner as to which under these conditions he is entitled to be satisfied together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer **at the expense of the contractor** and the expenses may be deducted from any money due to the contractor under the contract and / or from his Security Deposit.

(b) The contractor shall provide himself with requisite quantity and quality of water for carrying out the works at his own, if, however piped water is supplied by the Employer, the contractor shall pay for the water at **one percent** of the total of the work done except on Electrical Work, Air-conditioning work and Furniture work. The contractor shall make own arrangement for water connection and laying of further pipelines from the source of supply of the Employer. It should be clearly understood that the Employer does not guarantee to maintain uninterrupted supply of water and it will be incumbent on the part of the contractor to make alternative arrangement for water at his own cost in the event of any temporary breakdown in the water mains so that the progress of work is not held up for want of water. No claim as damages or refund of water charges will be entertained on account of such breakdowns. However, if the contractor is permitted to make his own arrangement to draw water from a well, hand-pump, or natural river or pond of the Employer, no charges will be made for the water drawn from the same, but the contractor will make good any damage done to the installations and ensure that the quality of water used in the work is conforming to BIS codes and provide for any treatment at his own cost.

(c) The contractor shall be allowed to construct temporary wells in Employer's land for taking water for construction purpose only after he has permission of the Employer in writing. No charges shall be recovered from the contractor on this account but the contractor shall be required to provide necessary safety arrangement to avoid any accident or damage to adjacent buildings, roads and service lines. He shall be responsible for any accident 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.

(d) The Employer on no account shall be responsible for the expenses incurred by the contractor for hired ground or water obtained for elsewhere.

(e) Subject to availability the Employer may **supply power** at only one point from where the Contractor shall make his own arrangement for distribution including provision of electric meters, switches, fuses etc. at his own cost. These shall be in the custody of the Employer. If there is any hindrance caused to other works the contractor shall reroute or remove such temporary lines without any extra cost. Such temporary lines shall be removed after the completion of work. The cost of power consumed by the contractor shall be payable to the employer at rates fixed by the Employer, which would be deducted from the running account bills. However, the Employer does not guarantee the supply of power and no compensation for any failure or short supply of power shall be entertained.

"Sufficiency of Tender:

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

5. Authorities, Notice & Patents

a. The contractor shall confirm to any regulations and bye-laws of any corporation and of any electricity supply company and authorities with whose systems the structure is proposed to be connected, and shall before making any variations from the drawing and specifications that may be necessitated for so conforming by giving written notice to the Engineer specifying the **variations proposed** to be made, the reasons for making it and apply for instructions thereon. If the compliance with this clause involves any extra work not included in this contract, he shall specify these items of work and the allowance of extra payment required on their account.

b. The contractor shall give all notices required by the said regulations or bye-laws to be given to any Authority and pay to such Authority or to any public office all fees that may be chargeable in respect of the works and lodge the receipts with the bill to the Engineer for reimbursement.

6. Rates to include all Taxes

(a) Rates quoted by the contractor shall **include GST**, duties, toll tax, royalties and all other taxes in respect of this contract and the Employer shall not entertain any claim whatsoever in this respect. Tendered rates are inclusive of all taxes levies payable under the respective statutes. However pursuant to the Constitution (Forty Sixth Amendment) Act; 1982 if any further tax or levy is imposed by Statutes, after the date of receipt of tenders and the contractor there upon necessarily and properly pays such taxes/ levy the contractor shall be reimbursed the amount as per the rules on producing proof of payment so made provided such payments, if any, is not in the opinion of the Employer (whose decision shall be final and binding) attributable to delay in execution of work within the control of the contractor.

(b) 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 Employer and further shall furnish such other information and documents as the Employer may require.

(c) The contractor shall within a period of thirty days of imposition of any **further tax** or levy pursuant to the Constitution (Forty Sixth Amendment) Act, 1982 give a written notice thereof to the Employer that the same is given pursuant to this condition together with all necessary information relating thereto.

7. Materials

(a) If the specifications of schedule of items provide for the use of any material to be supplied by the Employer's stores or if it is required that the contractor shall use certain stores to be provided by the Employer as shown in the schedule of materials hereto annexed, the contractor shall be bound to procure and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the contract only and value of the materials so supplied at the rates specified in the said schedule of materials and of the quantities incorporated in the work may be set of or deducted from any sums then due, or thereafter to

become due to the contractor under the contract or otherwise or against or from the Security deposit. All materials so supplied to the contractor by the Employer shall remain the absolute property of the Employer and the contractor shall be the trustee of the materials so supplied procured and the said materials shall not be removed/disposed off from the site of the work on any account and shall be at all times open for inspection by the Engineer or Employer. The contractor shall bear all incidental charges for cartage, storage and safe custody of all materials and against damage due to 'dampness, rain, sun, fires and theft and be fully responsible for their storage and maintenance. Any such material unused and in perfectly good condition in the opinion of the Employer at the time of the completion of work or termination of the contractor or earlier shall be returned to the Employer at a place directed by the Engineer at contractor's cost and at rates stipulated in the said schedule but in case the Employer decides not to take back the materials the contractor shall have no claim for compensation on account of any such materials supplied to him as aforesaid being unused by him or for any wastage or damage to any such materials.

(b) If for any reason there is delay or non-supply of material as shown in the schedule, the contractor shall procure the same and complete the work in time after due intimation and approval of the Employer. The difference in price (between his procurement price and price shown in the schedule) shall be paid to the contractor. However, in case approval of the Employer is not given, only suitable extension of time would be considered and no other claim of compensation/damages shall be payable by the Employer.

(c) After completion of the work or on determination/ termination of the contract, the theoretical quantity of cement to be used in work shall be calculated on the basis of statement showing quantity used in different items of work provided in current Schedule for the purpose printed by CPWD. In case any item is executed for which the standard contents for the consumption of cement are not available in the above-mentioned statement or cannot be derived from this statement, the same shall be calculated on the basis of standard formula to be laid down by the Engineer. Over this theoretical quantity of cement shall be allowed a variation upto 3% plus/minus for works estimated cost of which as put to tender is not more than Rs.10 lakhs and upto 2% plus/ minus for works estimated cost of which as put to tender is more than Rs. 10 lakhs. The difference in the quantity actually issued to the contractor and the theoretical quantity including authorised variation if not returned by the contractor, shall be recovered at twice the issue rate, without prejudice to the provision of other conditions regarding return of material governing the contract. In the event of its beings discovered that the quantity of cement which is less than the quantity ascertained as herein before provided (allowing variation on minus side as stipulated above) the cost of quantity of cement not so used, shall be recovered from the contractor on the basis of stipulated issue rates and cartage to site.

(d) The provisions of foregoing sub-clause shall apply Mutatis-Mutandis in the case of steel reinforcement structural steel sections (each diameter/ section or category shall be considered separately) except that the theoretical quantity of the steel be taken as the quantity required as per design or as authorised by the Engineer, including lappages, plus 3% wastage due to cutting into pieces. Over this theoretical quantity 2% plus/ minus shall be allowed as variation due to wastage.

(e) The provision of foregoing sub-clause shall apply Mutatis-Mutandis in the case of cables; (other than under-ground cables) wires, conduits/ GI pipes, GI/ MS sheets used in various items of work shall be calculated on the basis of measurements recorded in the measurement books for the purpose of payment and for assessing the Consumption of materials used in the works. Over this quantity a variation of 5% plus shall be allowed for wastage of materials during execution in case of cables (other than under-ground cables), wires, conduits GI pipes, and 10% plus in case of GI/ MS Sheets.

(f) The provisions made above are without prejudice to the right of the Employer to take action against the contractor under the conditions of the contract for not doing the work according to the prescribed specifications.

(g) "In case of easy availability of approved quality of cement and steel in the open market it will be Employer's discretion to make these items as contractor's supply".

8. Testing of Materials: The contractor shall provide assistance, instruments, materials, labour and any other arrangement normally required for testing, checking of materials and workmanship as stipulated in the specifications and by statutory authority at his own cost. The Employer has the right to appoint the testing authorities. The contractor shall pay for the cost of test samples, its packing, transportation including testing fees. Failings his so doing, the same shall be provided by the Engineer at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract and/ or from the Security Deposit or proceeds thereof or of a sufficient portion thereof.

9. Contractor's Engineers/ Foreman & Workman

(a) The contractor shall give all necessary personals superintendence during the execution of the (work and as long thereafter as the Engineer may consider necessary until the expiration of the Defects Liability Period. The contractor shall employ competent Site-Engineer/ Foreman as per CPWD norms and as approved by the Engineer whose qualification must conform to the requirement specified by the Engineer who shall be constantly in attendance of the work while the men are at work. Any directions, explanations, instructions or notices given by the Engineer to such Site-Engineer or Foreman or any other authorised agent shall be held to be given to the contractor.

(b) Contractor's Site Superintendence Staff to be employed by contractor on works: The contractor shall employ the following technical staff during execution of works

(a) <u>For building and road works</u>

(i) One graduate Engineer, when the tendered cost of work exceeds Rs.10 lakhs

(ii) One qualified Diploma holder (overseer) with experience not less than 3 years when the tendered cost of work exceeds Rs.5 lakhs but is less than RS.10 lakhs.

(iii) One qualified Diploma holder when the tendered cost of work is more than RS.2 lakhs but less than RS.5 lakhs.

(b) <u>For sanitary and water supply works</u>

One qualified diploma holder with experience of not less than 5 years, out of which one year should be in sanitary and water supply works when the tendered cost of work is more than Rs.50,000.

(c) <u>For electrical works</u>

(i) One qualified Graduate Engineer possessing Degree in Electrical Engineering from recognised university with an experience of not less than 3 years or a Diploma Holder in Electrical Engineering with an experience of not less than 7 years when the tendered cost of the work is not less than Rs.1.5 lakhs.

(ii) One Graduate Electrical Engineer with two years experience or a Diploma Holder in Electrical Engineering with experience of not less than 3 years when the tendered cost of work is more than RS.75,000 but less than Rs.1.5 lakhs.

(iii) One Diploma Holder in Electrical Engineering with experience of not less than 3 years when the tendered cost of work is more than Rs.37,000 but less than Rs.75,000.

(iv) One licensed Supervisor with experience of not less than 3 years when the tendered cost of work is more than Rs.7.500 and less than Rs.37,000.

(d) In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay reasonable amount not exceeding the amount shown below for each month of default. These recoveries are subject to modification, from time to time by CSIR based on CPWD.

(i) In case when a Graduate Engineer is to be employed Rs. 3,000

(ii) In case when a qualified Diploma holder is required to be employed Rs. 1,500

(iii) In case when a technical Supervisor is required to be employed Rs.750

(e) The contractor shall on the request of the Engineer immediately dismiss from the works any person employed thereon who may in the opinion of the Engineer be unsuitable or incompetent or who may in the opinion of the Employer misconduct himself.

10. Access

(a) The Engineer, and the Employer or its representatives shall at all reasonable time have free access to the works and/or workshops, factories or other places the materials are being prepared or constructed for the contract and also to any place where the materials are lying or from which they are being obtained and the contractor shall give every facility to them for inspection. Except the representatives of statutory authorities and those mentioned above no other person shall be allowed on the works at any time without the permission of the Engineer.

(b) If any work is to be done at a place other than the site of works, contractor shall obtain written permission of the Engineer.

11. Variation & Price for Variation

(a) The Engineer with the approval of the Employer shall have powers to make any alterations/ omissions/additions and/ or substitutions from the originals specifications, drawings, designs and written instructions of such alterations, omissions, additions, substitutions shall not invalidates the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The rates for such altered, additional or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order.

(b) If the rates for the altered, additional, or substituted work are specified in the contract for the work, the contractor is bound to carry out the altered, additional, or substituted work at the same rates as are specified in the contract for the work.

(c) If the rates for the altered, additional, or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.

(d) If the rates for the altered, additional, or substituted work cannot be determined in the manner specified in sub-clause (b) and (c) above, then the contractor shall, with 10 working days from the date of receipt of the order to carry out the work through notice in writing; inform the Engineer of the rate which it is his intention to charge for such class of work, supported by analysis of the rate claimed which shall be based on actual cost of work plus 10% as contractor's profit and overheads except in case of departmental materials for which contractors profit and over-heads shall be 2.5%. When such notice has been given, the Engineer with1he consent of the Employer may agree to such a rate but if the Engineer does not agree to the contractor's rate the Engineer may cancel his order to carry out such class of work and arrange to' carry out in such a manner as he may consider advisable.

(e) Under no circumstances, the contractor shall suspend d the work on the plea of non-settlement of rates of items falling under the clause.

12. Faulty Materials, Workmanship & Defects after Completion

(a) The Engineer shall have powers to require the removal from the site of all materials and work which in his opinion are not in accordance with specifications and in case of default, the Engineers shall be at liberty to employ other persons to remove the same without being answerable or any loss or ,damage that may happen or arise to such materials to be substituted thereof and in case of default the Engineer may cause the same to be supplied and all costs which may attend such removal and/ or substitution are to be borne by the contractor.

(b) If it shall appear to the Engineer or to the Employer based on audit/ technical examination that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, any defects, shrinkage or other faults which may appear within the defects liability period of 12 months from the date of completion arising in the opinion of the Engineer, the contractor shall on demand in writing which shall be made within 12 months of the completion of the work from the Engineer specifying the work, materials, articles defects or other faults 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 requires 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 cost. In case of any such failures, the Engineers may rectify or remove or re-execute the work or remove and replace with others, the material or articles complained of as the case may be at the risk and cost in all respects of the contractor.

(c) In lieu of rectifying the work not done in accordance with the contract, the Employer may, allow such work to remain, and in that case make allowance for the difference in value, together with such further reduction as in his opinion may be reasonable.

(d) Provided always that nothing in this clause shall relieve the contractor from his liability to execute the works in all respects in accordance with the terms and conditions of this contract, or from his liability to make good all defects.

13. Works to Be Open for Inspection

(a) All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer and the contractor shall at all times, during the usual working hours, and at all other times at which reasonable notice of the intentions of the Engineer to visit the works shall have been given to the contractor, either himself be present to receive order and instruction or have a responsible agent duly accredited in writing present for that purpose.

(b) The contractor shall give not less than seven days notice in writing to the Engineer 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 so covered up or placed beyond the reach of measurement and shall not cover up and place beyond the reach of measurement, any work without the consent in writing of the Engineer and the Engineer shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurement without sud1 notice having been or the Engineer's consent obtained the same shall be uncovered at the contractors expense or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed

14. Assignment or Sub-Letting

(a) The contract shall not be assigned or sublet without the written approval of the Employer. And if the contractor shall assign or sub-let 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 or gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor or any of his servants or agents to any person in the employment of the Employer in any way relating to his office or employment, or if any such employee or person shall become in any way directly or indirectly interested in the contract, the Employer shall have the power to adopt any of the courses specified under clause-23 as may be best suited to the interest of the Employer and in the event of any of the courses being adopted the consequences specified in the said clause shall ensure.

(b) Where the contractor is a partnership firm, the approval in writing of the Employer shall be obtained before any changes 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 the contractor enters into any partnership agreement hereunder the partnership firm would have the right to carry out the work hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the deemed to have been assigned or sublet in contravention of clause 13 (a) and the same action may be taken and the same consequences shall ensue as provided in the said clause 13 (a).

15. Indemnifying Against Damages to Persons, Property & Statutes: The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags. Red lights and providing barriers. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work.

(a) The contractor shall be responsible for all injury to persons, animals or things, and for al damage, whether such injury or damage arises from carelessness or accident in any way connected therewith. This clause shall be held to include interalia any damage due to causes is aforesaid to work, building (whether immediately adjacent or otherwise) and to roads, streets, foot paths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract by inclemency of weather. The contractor indemnifies the Employer and holds him harmless in respect of all expenses arising from such injury or damage as aforesaid and also in respect of any award of compensation or damage consequent upon such claim including legal costs.

(b) The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contracted works complete and perfect in every respect and so as to make good and otherwise satisfy all claims for damage as aforesaid to the property of third parties.

(c) The contractor also indemnifies the Employer against all claims which may be made upon the Employer for acts during the currency of this contract by any employee or representative of an employee of the contractor or any sub-contractors, employed by him, for any injury to or loss of life, of such employees, or for compensation payable under any law for the time being in force to any workmen or to the representative of any deceased or incapacitated workmen.

(d) The contractor also indemnifies the Employer against all claims which may be made upon the Employer for acts during the currency of this contract by the Central/ State Government or local Municipal authorities for the noncompliance of any laws, regulations, rules pertaining to wages act, safety act in force and any amendments thereof in respect of all labour and apprentices directly or indirectly employed in the work under this contract.

(e) The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation costs, charges and/ or expenses arising or accruing from or in respect of any such claim and/ or damages as aforesaid from any sum or sums due or to become due to the contractor or security deposit.

(f) The contractor shall indemnify the employer against any action, claim or proceedings relating to infringement or sue 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 contact. In the event of any claims made under or action brought against the Employer 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 Employer 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 said Employer or his authorized representative.

16. Lien in Respect of Claim in Other Contract

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

(b) It is agreed term of the contract that the sum of money so withheld or retained under this clause by the Employer will be kept withheld or retained as such by the Employer or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the Arbitrator if the contract is governed by 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 any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

17. Withholding & Lien in Respect of Sums Claimed

(a) Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the Employer shall be entitled to withhold arid also have a lien to retain such sum or sums in whole or in part from the security deposit if any deposited by the contractor and for the purpose aforesaid, the Employer 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 deposit being insufficient to cover the claimed amount or amounts or if no security deposit has been taken from the contractor, the Employer 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 at any time thereafter may become payable to the contract under the same or any other contract, with the, Employer or any contracting person pending finalisation or adjunction of any such claim.

It is an agreed terms of the contract that the sum of money so withheld or retained under the lien referred above, by the Employer will be kept withheld or retained as such by the Employer till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or 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 Employer 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 payable to any Partner/ Limited company as the case may be, whether in his individual capacity or otherwise.

(b) The Employer 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 over paid in respect of any work done by the contractor under the contract or any work claimed by him 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 the Employer to recover the same from him in the manner prescribed in sub-clause (a) 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 the Employer to the contractor.

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

18. In-Case of Death of Contractor

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

19. Sub -Contractors

The Employer reserves the right to use the premises and any portion of the site for the execution of any work not included in the contract. The contractor is to afford all reasonable facilities to all sub-contractor, specialists, merchants, tradesmen and others who may at any time be appointed by the Employer for executing any work or supplying any goods relating to the construction, servicing, equipping or furnishing of the work under this contract.

20. Compliance to Labour Laws & Apprentice Act

The contractor shall comply with an the provisions of the Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, and rules and orders framed there under and other labour laws affecting contract labour and Apprentice Act, 1961 and the rules and orders framed there under that may be in force or brought into force from time to time.

Contractor shall obtain a valid license under Contract Labour (R&A) Act 1970 and Contract Labour (R&A) Central Rules 1971 before commencing work and which should be valid till the completion.

21. Compensation for Delay

(a) The time for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be deemed to be essence for the contract on the part of the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and the contractor shall pay as compensation an amount equal to ONE PERCENT OR such smaller amount as the employer (whose decision in writing shall be final) may decide on the amount of the whole work as shown in the agreement, for every week that the work remains uncommenced or unfinished after the purpose.

(b) And further to ensure good progress during the execution of the work, the contractor shall be bound in all cases, in which the time allowed for any work exceeds one month (say for special jobs) to complete one-eighth of the whole of the work before one-fourth of the whole time allowed under the contract, has elapsed: three-fourths of the work before three-fourths of such time has elapsed. However for special jobs if a time schedule has been submitted by the contractor and the same has been accepted by the Employer, the contractor shall comply with the said time schedule. In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one per cent or such smaller amount as the Employer (whose decision in writing shall be final) may decides on the said cost of the work for every week that the due quantity of work remains incomplete. Provided that the entire compensation to be paid under the provisions of this clause shall not exceed ten percent on the estimated cost of the work as shown in the tender.

22. Damage to Works in Consequence of Hostilities or War-Like Operation

(a) The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and others things connected therewith shall be at the risks of the contractor until the work has been delivered to the Employer and a certificate from him to that effect obtained. In the event of the works or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or war-like operations, the contractor shall, when ordered in writing by the Employer, remove any debris from the site, collect and properly stored or remove from 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 9f debris, stacking, removal of serviceable materials and for the reconstruction of all works ordered by the Employer such payment being addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for the damage/ destruction suffered and for restoring the material at the rates based on the analysis of rates tendered for in accordance with the provision of this agreement. The certificate of the Employers regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on the contractor.

(b) Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (i) unless the contractor had taken all such precautions against Air Raid as are deemed necessary by the A. R. P. Officers or the Employer, (ii) for any materials etc., not on the site of the work or for any tools and plant, machinery, scaffolding, temporary buildings and other things not intended for the work.

(c) In the event on 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 Employer.

23. Extension of Time

(a) If the contractor shall desire an extension of time for the completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground he shall apply in writing to the Employer within thirty days of the date of hindrance on account of which he desires extension-as aforesaid, and the Employer shall, if in his opinion (which shall be final) reasonable grounds shown therefore, authorise such extension of time if any, which may, in his opinion, be necessary or proper.

(b) In the event, the value of work exceeds the value of the Bill of Quantities owing to variations; the contractor shall be entitled to ask for extension of time in proportion to the increased value of work.

24. Suspension of Work by Contractor

(a) The Employer may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damages in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has elapsed by notice absolutely determine the contract in any of the following cases:

(i) If the contractor having been given by the Engineer to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient' or otherwise improper or un-workmanlike manner shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that in the judgment of the Employer (which shall be final and bindings) he will be unable to ensure completion of the work by the date for completion or he has already failed to complete the work by that date.

(ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditors shall be appointed or if circumstances shall arise which entitle the court of creditor to appoint a receiver or a manager or which entitle the court to make a winding up of order.

(iii) If the contractor commits breach of any of the terms and conditions of this contract.

(iv) If the contractor commits any acts mentioned in clause-23th thereof.

(b) When the contractor has made himself liable for action under any of the cases aforesaid, the Employer shall have the following powers:

(i) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Employer shall be conclusive evidence). Upon such determination or recession, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.

(ii) The Engineer may employ labour paid by the Employer and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by tile Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Engineer as to the value of the work done shall be final and conclusive against the contractor, provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Employer are less than amount payable to the contractor at his agreement rates, the difference should not be paid to the contractor.

(iii) After giving notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which exceed writing of the Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Employer under this contract or any other account whatsoever or from his security deposit.

(iv) In the event anyone or more of the above courses being adopted by the Employer the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagement or made any advances on account or with view to the execution of the work or the performance of the contract. And in case action is taken under any of the provisions 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 has shall 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.

25. Secured Advance

The contractor on signing an indenture in the form specified by the Employer during the progress of the execution of the work may be paid if agreed by the Employer upto 75 percent of the estimated value which shall take into account the market value and contractor tendered rates for the finished item of any material which in the opinion of the Engineer is likely to be incorporated in the work within next three months, are non-perishable and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and protected against damage by weather or other causes, 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 clause are incorporated in the worth the amount of such advance shall be deducted from the next payment made under any of the clause of clauses of this contract.

26. Certificates & Payments

(a) No payments shall be made for a work estimated to cost Rupees ten thousand or less till the whole of the work shall have been completed and certificate of completion given. But in the case of a work estimated to cost more than Rupees ten thousand, the contractor shall, on submitting the bill entitled to receive a monthly payment proportionate to the part of the work executed and to the satisfaction of the Engineer, whose certificate of the" sum so payable shall be final and conclusive against the contractor, provided the amount of work done is as per the value of intermediate certificate or for a lesser amount at the discretion of the Engineer as mentioned in the NIT. All such intermediate payments shall be regarded as payments by way of advance against the/ final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed, or recreated or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim nor shall it conclude, determine, or affect in any way the powers of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or in any other way affect the contract. The final bill shall be submitted by the contractor within two months of the date fixed for the completion of work or of the date of the certificate of completion furnished by the Employer and payments shall be made within three months if the value of the completed works is upto Rupees Two lakhs and in six months if the same exceeds Rupees Two lakhs of the submission of such bill. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months or six months as the case may be.

(b) Whenever there is likely to be delay in recording detailed measurements for making a running payment, advance payment without detailed measurements for work done worked out at 75 percent of the tendered rates for assessed quantities may be made in running account bills by the Employer on the basis of a certificate from the Engineer. The advance payments so allowed shall be adjusted in the subsequent running bills by taking detailed measurements thereof. Final payments shall be made only on the basis of detailed measurements.

(c) A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer on printed forms obtainable from the Engineer's office. The Engineer shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted as far as possible, before the expiry of ten days from the presentation of the bills. If the contractor does not submit the bill within the time fixed as aforesaid the Engineer may take action within seven days of the date fixed as aforesaid, an authorised representative to measure up the said work in the presence of the contractor whose signature to the measurement will be sufficient warrant and the Engineer may prepare the bill from such measurements.

(d) Before taking any measurement of any work the Engineer or his authorised representative deputed by him shall give reasonable notice to the contractors. If the contractor fails to attend after such notice or fails to sign or to record the difference within a week from the date of measurement in the manner required by the Engineer then in any such event the measurements taken by the Engineer or by the authorised representative deputed by him as the case may be, shall be final binding on the contractor and the contractor shall have no right to dispute the same.

(e) The charges in the bills shall always be entered at the rates specified in the agreement or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the agreement at the determined as per-clause-10. However in case of partially executed items of work, the Employer at his discretion allows proportionate rates for such items of work as determined by the Engineer whose certificate of the sum so payable shall be final and conclusive against the contractor.

27. Security Deposit

(a) A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with the sum already deposited as earnest money, will amount to security deposit of the 5% tender value of the work. In addition, the contractor shall be required to deposit an amount equal to 5% of the tendered value of the contract as Performance Security within the period prescribed for commencement of work in the letter of award issued to him.

(b) In case a fixed deposit receipt of any scheduled bank is furnished by the contractor to the Employer as part of the Security deposit and the bank goes Into liquidation or for any reason 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 Employer to make good the deficit of such sum from the running bill as mentioned above. Such deductions will be held by the Employer by way of security deposit, provided always that the Employer for this purpose shall be entitled to recover the said percentage of the amount from each running bill till the balance of the amount of security deposits is realised. All compensation or the other sums of money payable by the contractor under the terms of this contract may be deducted from the 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 the Employer on any account whatsoever and in the event of his security deposit being reduced reason of any account whatsoever and in the event of his security deposit being reduced reason of any such deductions aforesaid, the contractor shall within ten days make good in cash or further fixed deposit receipt pledged in favour of the Employer. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the earnest money if deposited-at the time of tenders will be treated as part of the security deposit.

(c) The contractor if he so desires may furnish fixed deposit receipt in advance towards the security deposit. Such fixed deposit receipt shall be of a minimum value o Rs.25,OOO/- each. (The last such fixed deposit receipt could be of a lower value on the basis of the amount) In case any recovery is effected from running account bills, such recovered amount shall not be replaced with fixed deposit receipt. It is in the contractor's interest to keep a ward about the adequacy of the fixed deposit receipt submitted.

(d) No partial refund of security deposit shall be made during the defect liability period. In case the final bill is not settled within stipulated period for reasons beyond control and the Employer is satisfied that the security deposit is not required for adjustment of Employer dues or whatsoever dues either in this or any other contract then this security deposit either in full or in part could be refunded at the sole discretion of the Employer. However, release of security deposit would be only after written clearance of Labour Officer regarding no dues or claims is received.

(e) In case of termination of contract, this security deposit shall be forfeited and amount necessary to makeup this amount shall be recovered from money due to the contractor under this contract, or any Contract with the Employer.

28. Completion Certificate

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Employer and within ten days of the receipt of such notice the-Engineer shall inspect the work. It there is no defect in the work the Employer shall furnish the contractor with certificate of completion otherwise a certificate of completion indicating defects shall be issued but the work shall not, considered to be completed until the contractor shall have removed from the premises on which the work shall be executed an the scaffolding, surplus material, rubbish, and all the huts and sanitary arrangements required for his work, people on the site in connection with execution of the works as shall have been erected or constructed by the contractor and cleaned of the dirt, splashes, droppings of finishing items from all wood work, doors, windows, walls, floors or other parts of any 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. If the contractor shall fail to comply with requirements of this clause on or before the fixed for the completion of the work, the Employer may at the risk and cost of the contractor take action as he may think fit and the contractor shall have no claim except for any sum actually realised by the sale thereof.

29. Escalation

(a) If the prices of materials not being supplied by the Employer and/ or wages of labour required for execution of the works increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contractor shall accordingly be varied, subject to the condition that compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of Clauses-23 of General Conditions of Contract without levy of compensation under Clause- 21 of General Conditions of Contract and also subject to the condition that no such compensation shall be payable for a work and also which the stipulated period of completion is six months or less. Such compensation for escalation in the prices of materials and labour when due shall be worked out based on the following provisions.

(i) The base date for working out such escalation shall be the last date on which the tenders were stipulated to be received.

(ii) The cost of work on which escalation will be payable shall be reckoned as 85% of the cost of the work as per the bills, running or final, and from this amount the value or material supplied by the Employer and proposed to be recovered in the particular bill shall be deducted before the amount of compensation for escalation is worked out. In case of materials bought to site for which secured advance is included in the bill full value of such materials as assessed by the Engineer in charge (and not the reduced amount for which secured advance has been paid) shall be included in the cost of work done for operation of this clause. Similarly when such materials are incorporated in the work, the secured advance is deducted from the bill full assessed value of the materials originally considered for operation of this clause shall be deducted from the cost of work shown in the bill running or final. Further the cost of work shall not include any work for which payment is made for any item at prevailing market rates.

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

VM = W X A/100 X (MI-MI0)/MI0.

VM =Variation in material cost Le. 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) above.

A = Component of materials expressed as percent of the total value of work and is predetermined as 75

MI = Index numbers of Wholesale Prices in India for all commodities published by the Reserve Bank of India for the period under reckoning

MI_0 = Index numbers of Wholesale prices in India for all commodities published by the Reserve Bank of India and valid on the stipulated date of receipt of tenders

VL = W X B/100 X $(LI-LI_0)/LI_0$

VL = Variation in labour cost, that is, increase or decrease in the amount in rupees to be paid of recovered

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

B = Component of labour expressed as percent of the total value of work and is predetermined as 25

L1 = All India consumer price index numbers for workers published by the Reserve Bank of India for the period under reckoning as for the period under consideration

$L1_0$ = All India consumer price index numbers for industrial workers published by the Reserve Bank of India and valid on the stipulated date of receipt of tenders.

(b) The following principle shall be followed while working out indices mentioned in sub para (iii) above.

(i) The compensation for escalation shall be worked out at yearly intervals and shall be with respect to the cost of work done during the six calendar months of the said work. The first such payment shall be made at the end of the six months after the month (excluding) in which the tenders was accepted and thereafter at six monthly intervals. At the time of completion of work, the last period for payment might become less than six months, depending on the actual date of completion

(ii) The index (MI or LI) relevant to any six months for which such compensation is paid shall be the arithmetical average of the indices relevant to the six calendar months. If the period upto date of completion after the six months covered by the last such installment of payment, is less than six months the index MI or LI shall be the average of indices for the months falling within that period.

(iii) The base index (MI or LI) shall be the relating to the months in which the tender was stipulated to be received.

(a) In the event the price of materials and/ or wages of labour required for execution' of the work decreases there shall be downward adjustment of the cost of work so that the price of materials and/or wages of labour shall be deductable from the cost of work under this contract and in this regard formula herein before stated under this clause shall mutatis mutandis apply, provided that no such adjustment for the decrease in the prices of materials and/ or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the work is six months or less.

(b) Employer shall have the discretion to permit the IIEEMA (Indian Electrical & Electronics Manufacturers' Association) Clause for escalation in case of specialised works e.g. lifts and electrical and mechanical installations etc. where the price variation is not similar to building works.

30. Arbitration

(a) In the event of any question/dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.

(b) The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and or directions, as may be required.

(c) Subject to the aforesaid provision, the arbitration and conciliation act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

31. Dismantled Material:

The contractor shall treat all material obtained during dismantling of a structure, services sub systems/ installations, excavation of the site for a work etc., as employer's property and such material shall be disposed of to the best advantage of the Employer according to the instructions issued in writing by the Engineer.

32. Performance Guarantee

Performance Guarantee may be taken from the contractor before the award of work, by the officer authorized to award the contract, if and where considered necessary, to ensure that a part or whole of the contract is completed by the contractor. In case of non-performance this guarantee could be encashed.

iii. SPECIAL CONDITIONS - I

1. These special conditions are meant to amplify the general specifications and general conditions of contract.
2. Work shall be done as per CPWD/OEM specification. In case of any discrepancy, the order of precedence in interpretation shall be as under.
   - (i) Schedule of quantities
   - (ii) Drawings
   - (iii) Additional conditions
   - (iv) General conditions of contract
   - (v) Special condition
   - (vi) Additional Technical Specifications (As per the scope of the work mentioned in the separate sheet)
   - (vii) CPWD/OEM latest Civil and Electrical Specifications
   - (viii) IS codes
   - (ix) International Codes
   - (x) Best Engineering Practice
3. **Steel**
   - (i) Steel to be issued as stated elsewhere in the contract shall be for reinforcement bars for RCC work. For all other items of steel work the contractor shall produce the same.
   - (ii) Reinforcement bars for RCC work will be issued in available coils and straight lengths. No claim for straightening the bars whatsoever shall be entertained.
   - (iii) Issue of steel diameters above 10 mm dia will be regulated on sectional weight basis, weight being calculated with the help of the standard sectional weights as given in the CPWD latest specifications for conversion of length to weight. However bars upto and average sectional weight for each diameter shall be arrived at from samples from each lot of steel received at site. The actual weight of steel issued shall be modified to take into account the variations between the actual and the standard coefficient and the contractor's account will be debited by the cost of this modified quantity only.
   - (iv) For theoretical consumption of steel, reinforcement bars will be balanced diameter wise for the purpose of penal recovery as envisaged in the contract.
4. <u>Cement</u>

Cement to be issued as stated elsewhere in the contract shall be only for site work. For factory made products such as Pre-cast tiles, Hollow concrete blocks, RCC pipes etc. Cement shall not be issued.

5. Unless otherwise provided in the schedule of quantities the rates tendered by the contractor shall apply for all heights, lifts, leads and depths of the work and nothing extra shall be payable on this account.
6. The surplus excavated earth which is beyond the requirement of the Employer's work may be allowed by the Employer to be disposed off by the contractor on this own or sell the surplus excavated earth to private parties at his discretion but nothing extra will be paid for the carriage or disposal of surplus earth if the same is not required on any other work of the Employer.

iv. ADDITIONAL CONDITIONS

1. The structural and architectural drawings shall at all times be properly correlated before executing any work. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and drawings relating to the relevant item the former shall prevail unless and otherwise given in writing by the Engineer.
2. No payment shall be made to the contractor for any damage caused by rain, snowfall, floods or any other natural cause whatsoever during the execution of work. The damage to work will be made good by the contractor at his own cost, and no claim on this account shall be entertained.
3. All materials used shall be as per specifications and ISI marked wherever applicable. ISI marking referred relate to latest BIS code as published by Bureau of Indian Standards up to 30 days before the date of opening the tender.
4. The contractor shall give a performance test of the entire installation (s) as per standard specifications and/or as directed by the Engineer and will also submit Test Certificates as are required by Municipal / Electrical authority or any other authority. Nothing extra shall be payable for the same other than the fees paid to such authorities, which shall be reimbursed on production of receipts.
5. Contractor must quote their rate in original price bid format. No modifications/editing are accepted.
6. Bidders are requested to check the technical specifications of the items thoroughly before quoting their rates. No excuse shall be entertained after due course.
7. Contractors are requested to visit the work site before offering their offers.
8. The work executing agency shall submit electrical installation testing certificates of competency duly signed and sealed by the contractor.
9. Lift Operation Licence: Valid lift operation licence issued by the Chief Electrical Inspector, Assam, or by any other competent/designated authority as applicable under the prevailing rules and regulations. **Part of the contractor**.

v. INDENTURE FOR SECURED ADVANCE

This indenture made the _____ day of _____ 20_____ between _____(hereinafter called the contractor which expression shall where the context so admits or implies be deemed to include his heirs, executors, administrators and permitted assignees) of the one part and Council of Scientific & Industrial Research, New Delhi, a Society registered under the Societies Registration Act 1860 hereinafter called the Employer which expression shall include its successors and assignees and authorized officers of the Society) of the other part.

WHEREAS by an agreement dated _____ (hereinafter called the said agreement) the contractor has agreed AND WHEREAS the contractor has applied to the Employer that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the Employer has agreed to advance to the contractor the sum of Rs. _____ (Rupees _____) on the security of materials the quantities and other particulars of which are detailed in accounts of secured advances attached to the running account Bill for the said works signed by the Contractor on _____ and the Employer has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of said the works. No THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. _____ on or before the execution of these presents paid to the contractor by the Employer (the receipt whereof the contractor both hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the contractor both hereby covenant and agree with the Employer and declare as follows:-

1. That the said sum of Rs. _____ advanced by the Employer to the contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.
2. That the materials detailed in the said account of secured advance which have been offered to and accepted by the Employer as security are absolutely the contractor's own property and free form encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free form encumbrances of any kind and the contractor indemnifies the Employer against all claims to any materials in respect of which an advance has been made to him as aforesaid.
3. That the materials detailed in the said account of secured advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the contractor solely in the execution of the said works in accordance with the directions of the Engineer and in the term of the said agreement.
4. That the contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protections against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the contractor's custody and on his own responsibility and shall at all times be open to inspection by the Employer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Engineer.
5. That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Employer or any officer authorized by him on that behalf.
6. That the advances shall be repayable in full when or before the contractor receives payments from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. However, if any intermediate payments are made to the contractor on account of work done then on the occasion of

each such payment the Employer will be at liberty to make a recovery from the contractor's bill for such payment by deducting there from the alue of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

7. That if the contractor shall at any time make any default in the performance or observance in any respect of any of the terms of provisions of the said agreement or of these presents the total amount of the advance of advances that may still be owing to the Employer shall immediately on the happening of such default be repayable by the contractor to the Employer together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all cost charges, damages, and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the contractor and the contractor hereby covenants and agrees with the Employer to repay and pay the same respectively to him accordingly.
8. That the contractor hereby charges all the said materials with the repayments of the Employer of the said sum of Rs. _____ and any further sum or sums advanced as aforesaid and all cost charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the Employer may at any time thereafter adopt all or any of the following courses as he may deem best :-
   (a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provisions in that behalf contained in the aid agreement debiting the contractor with the actual cost of effecting such completion and mount due in respect of advances under these presents and crediting the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the contractor, he is to pay same to the Employer on demand.
   (b) Removed and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus (if any) to the contractor.
   (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the contractor under the said agreement.
9. That except in the event of such default on the part of the contractor as aforesaid interest on the said advance shall not be payable.

In witness whereof the said _____ and _____ by the order and under the direction of the Employer have hereunto set their respective hands the day and year first above written.

Signed sealed and delivered

By the said contractor: _____

In the presence of
Signature: _____
Name:_____
Address :_____

Signed by : _____
By the order and direction of the Employer : _____

In the presence of
Signature : _____
Name : _____
Address : _____

vi. Performance Guarantee

To,
Council of Scientific & Industrial Research

In consideration of Council of Scientific & Industrial Research (hereinafter) called "The Council" having awarded to M/s _____ a Company registered under the Companies Act 1956 (hereinafter) called the Contractor, a contract for (hereinafter) called the said contract under the terms and conditions of an Agreement dated-made between the Council and the Contractor hereinafter called and said agreement and Council agreed to accept a Deed of Guarantee as herein provided for Rs._____(Rupees_____ only) from a

Scheduled Bank towards due performance of the contract by the Contractor as per the terms and conditions of the contract on the condition that the Bank on demand from the Council and without demur pay to the Council the aforesaid amount.

2. We, _____Bank Ltd., (hereinafter) referred to as the 'bank' do hereby undertake to pay to the Council and amount not exceeding Rs._____ against any loss or damage caused to or suffered or would be caused to or suffered by the Council by reasons of any breach or breaches of any of the terms of conditions of the said agreement by the said contractor.

3. We, _____ Bank Ltd., do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Council by stating the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Council for reasons of any breach by the said contractor (s) of any of the terms & conditions contained in the said Agreement or by reason of the contractor (s) failure to perform the said Agreement. 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_____.

4. This guarantee shall come into force immediately and continue in force and remain valid till six months after the completion of all works under the said contract which according to the terms of the said contract, should be six months from the probable date of completion viz., the _____ day of _____. If, however, the period of the completion of the works under said contract is for any reason extended and upon such extension if the Contractor fails, before the terms of this guarantee expires, to furnish a fresh or renewed guarantee for the extended period, the Bank shall pay to Council the said sum of Rs _____ or such lesser sum as Council may demand.

5. This guarantee shall not be affected by any change in the constitution of the Bank or of the Contractor.

6. Notwithstanding anything hereinbefore contained, the liability of the Bank under this guarantee is restricted to Rs _____ (Rupees _____only) and the guarantee shall remain in force till _____ day of _____ 201 _____ unless claim or demand under this guarantee is presented to the bank within six months from that date all the rights of Council under this guarantee shall be forfeited and the Bank shall be released and discharged from all obligations hereunder.

(NAME OF THE LABORATORY), FULL ADDRESS

vii. SPECIAL CONDITIONS –II

These special conditions are meant to amplify the general specifications and general conditions of contract.

1. If any discrepancy is noticed between these conditions and specifications, general conditions of contract, drawing, etc, the order of precedence would be mentioned in Contract Document.
2. **Inspection of Site:** The Contractors must visit site before giving tender and must get acquainted with the working conditions. They should include in their rates all preliminary work such as jungle clearance construction of temporary approach roads, cleaning rubbish, pumping out water where necessary to make the area fit for further work etc., to start work and also complete it. The contractor will be deemed to have included in their tender rates allowance for all such preliminary works.
3. **Water Charges for Building Work Including Services:** Please refer 3(b) of Contract Document for works.
4. **Rates:** Please refer Clause (5) of Contract Document.
5. **Increase In Rate on Account of Increase In Basic Price:** Please refer Clause (5) and (28) of Contact Document.
6. Rates for doors, windows, glazing, louvers should also include cost of fixing them in RCC columns and walls. Rates shall also include shutters being fixed side hung, bottom hung, or centrally pivoted.
7. **Work in Patches and Different Shapes, Cement Slurry Under Flooring etc:** Even if not specifically mentioned in the scheduled of quantities, including preamble of Schedule of quantities, the contractor shall be deemed to have allowed necessary materials, labour, tools and plants etc. ,required for satisfactory completions of the items of work as indicated in drawings and description given in building specification which shall mean CPWD Specification for works at Delhi Vol, I and II, 1977, unless the item specifies labour only or otherwise. Rate quoted also apply for work in patches strip, small or large areas, and for different shapes. The rates for flooring shall include the cost of cement slurry at bases where required as per specification.
8. **Quantities:** All the quantities given in the schedule of Quantities are provisional. The contractors shall be deemed to have given Balanced Rates for each item, irrespective of the quantity to any extent the contractor shall be paid at accepted contract rates only. Council reserves the right to increase or decrease to any extent.
9. **Measurements:** Under each trade head, various items are given such as RCC slab, beams, chajjas etc., In case of dispute between the contractor and the employer or any ambiguity as to under which items a particular work is to be measured, the decision of Architect/ Engineer shall be final and binding on both the parties to the Contract.

10. **Mode of Measurements Not Specified:** If for any items, mode of measurements is not specified the decision of the Architect/Engineer about the mode of measurement shall be final and binding both the parties to the control.
11. **Schedule of Rates and Specification:** "CPWD" Specifications are to be generally followed. However, the contractor shall include in his rates all such items of works which might have been specified as payable extra in CPWD schedule of rates but not specifically included in the tender schedule but are required to be executed to complete the work in accordance with the drawings additional specifications etc., The Employer is not bound to follow the practice and mode of measurements followed by other departments.
12. **Work on Holidays:** Contractor shall not carry out work on any Government holidays except with the permission of the Civil Engineer-In-Charge. The contract period will be inclusive of such holidays.
13. **Labour Wages:** In labour wages either due to market conditions or by notification or legislation nor any claim on that account will be entertained.
14. **Cement Consumption:** Please refer Clause (6)of Contract Document.
15. **Other Contractors:** The contractor shall afford every facility to other contractors working in the same building or compound. In case of delay in completion of his work due to other contractor's work the contractor shall only have a right to ask for extension of time but no other claims on this or any other account shall be entertained by the Employer.
16. **Extension of Time:** Contractor hereby agrees that extension of time required for by the contractor, and granted by the employer shall be treated as an extension of time without any claim of contractor for compensation or damages for any reasons whatsoever those for which the extension is granted.
17. **Drawings, Designs, etc:** Department will make all efforts to give all drawings, designs, decisions etc. Time to time and the contractors shall make request, for the same. No claim whatsoever shall however shall however be entertained for compensation of delay in supply of drawings, designs, decisions, running payment etc from the department. Drawings shown at the time of issue of tenders and forming part of the contract shall indicate scope of work and drawings issued subsequently during the execution of work shall be deemed to be the drawings elaborating the basic scheme. If any detailed drawings show an item for execution, the contract with his claim in any, fore final decision. Decision of the Engineer / Architect, as to whether it is an extra item or not or whether it is covered by contract items and if not, what extra rate should be paid shall be fi9nal and binding on both the parties to the contract i.e. contractor and employer.
18. **Running Bills:** Minimum value of work for interim certificate shall be contract amount divided by original completion period in months. At the discretion of Civil Engineer, a running payment may be allowed for a lesser amount but not more than one running payment will be made in a month. All interim payments will be certified for payment by the Civil Engineer-in-charge of the work and only the final bill will be sent by him to the Engineer /Architect mentioned in the Agreement for certification. Secured Advance payment will not be treated as running bill if paid separately.
19. **Security Deposit:** A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor 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 in addition, the contractor shall be required to deposit an amount equal to 5% of the tendered value of the contract as performance Security within the period prescribed for commencement of work of ward issued to him. In case of termination of contract, this Security Deposit shall be fortified and amount necessary to make up this amount shall be recovered from money duo to the contractor under this contract, or any other contract with COUNCIL OF SCIENTIFIC & INDUSTRIAL, RESEARCH.
20. **Work in Subsoil Water /Rain Water /Water:** If during execution of work, sub-soil water is met with, or water enters the working space due to rains or any other cause the contractor shall dewater the same by using pumps or manual labour and also carry out additional work consequent thereupon, including shoring, shoring, strutting, work in liquid, slush etc., without extra payment.
21. **Heights:** Contractor's rate shall include lifts upto all heights given in drawings or as required during execution. Contractors would satisfy themselves for correctness and allow for variation if necessary. Nothing extra include in their rate allowance for work at extra heights, required double of multiple staging, tall centering, scaffolding, etc., for all items including extra labour if any.
22. **Steel in RCC Work:** All materials, workmanship and supervising for plain or RCC construction shall be in accordance with Indian Standard 456 latest edition.
23. **Concrete Work (Plain and Reinforced):**
    a) Concrete members may be required to be finished with plaster or left (fair faced) as per drawing or as directed by Architect / Engineer, the plaster shall include for facing out the surfaces required to be plastered. Shuttering required for exposed faced concrete shall be measured and paid for separately, over normal shuttering if specifically ordered.
    b) Grooves up to 20mm X 20mm as per design will be made between exposed fair Masonary and (fair faces) exposed RCC members without any extra charges, if required, during the execution of work.
    c) All RCC columns, beams, lintels may be required to be chamfered at the edges upto 20mm or as directed by the Architect/ Engineer for which no extra payment will be made whether such chamfering is shown in drawing or not. Before making the shuttering, the contractor shall have instructions from Architect/Engineer whether such chamfering is to be done or not.
24. **Cement and Steel:** Steel and cement shall be supplied to contractor as stated in appendix sheet. If for any reason cement and steel is not available, the contractor shall procure the same and complete the work in time after due intimation of the same the Civil Engineer-in-charge. The quantities brought by the contractor would be replenished to the contractor at issue rates given in appendix when received during or after completion of work but before payment of final bill. If steel of required diameters is not available but contractor could get substituted diameters by exchanging available diameters, in the interest of work, such an exchange would be authorised with the permission of the Civil Engineer but without any extra cost of department.
    Contractor's rates shall be deemed to have been based on issue rates of cement and steel given in the appendix sheet of tender, any they shall have to use materials issued departmentally as per Appendix.

Scope of the work

Administrative Building of CSIR-NEIST, Jorhat is a very old building of two floors, ground and first floor. The building was constructed without the provision of ramp and passenger lift. Now, it is proposed to install a passenger lift in attachment with the existing building complete with necessary civil works. As per RPwD Act 2016, lift and ramp are mandatory for each building, special multi-floors buildings, so that equal opportunity can be availed by differently able persons and other elderly peoples. A passenger lift of capacity 13 Nos. is considered to install in completion with Civil works, electrical works and other auxiliaries works as required.

It is mentioned herewith that a certificate /license to install and operation of lift is mandatory and generally this certificate issues from Office of the Electrical Inspector, State Government. This documentation will be the part of the work awarded agency.

NO NEAR-RELATIVE DECLARATION/CERTIFICATE

I, _____ resident of _____is competent to sign this declaration and execute the tender document regarding **"Supply, installation, testing and commissioning of passenger lift (Elevator) in Administrative Building at CSIR – NEIST, Jorhat"**

1. I, _____ resident of _____hereby certify that none of relatives of mine/proprietor/partners/directors is/are employed in the **Council of Scientific and Industrial Research||NEIST-Jorhat - CSIR||ESD-NEIST - CSIR as Technical Officer or any officer of the rank of the Under Secy. or above.**
2. In case at any stage it is found that the information given by me is false/incorrect the authority shall have the absolute right to take any action as deemed fit/without any prior information to me.
3. I have carefully read and understood all the terms and conditions of the tender document and undertake to abide by the same.
4. I also undertake that our firm will observe all legal formalities or/and obligations under the contract well within time.
5. In case of failure to observe any of the legal formalities or/and obligations, I shall be personally liable under the appropriate law.
6. The Information/documents furnished, along with the tender document are true and authentic to the best of my knowledge and belief.
7. I am well aware of the fact that furnishing of any false information/fabricated documents would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of Proprietor/Partners/Director/Authorized Signatory

Full Name: _____

Date: _____

Address: _____

Place: _____

UNDERTAKING BY THE BIDDER

I/We, the bidder(s) have read/gone through the contents of the NOTICE INVITING TENDERS/TENDER DOCUMENT carefully and accordingly hereby giving undertaking to abide by the same terms and conditions of tender documents and are fully acceptable to me.

Department reserves the right of Non-consideration of Tender documents of the agencies who are not fulfilling the NIT stipulations and / or having adverse report on the works carried out by them in the past.

Signature with Seal
(Bidder)

CSIR-NORTH-EAST INSTITUTE OF SCIENCE AND TECHNOLOGY: JORHAT

(Council of Scientific and Industrial Research)

Name of Work :	Supply, installation, testing and commissioning of passenger lift (Elevator) in Administrative Building at CSIR – NEIST, Jorhat

CHECKLIST FOR ELIGIBILITY CRITERIA

1	Name of the Contractor/Firm	:	
2	Contractor/Firm Registration No.	:	
	Valid up to	:	
3	Electrical Contractor competency license/ Firm registration etc Valid up to	:	
5	Civil Contractor Registration		
6	Electrical Supervisor License :		
	Valid up to	:	
7	Wireman/Workman Permit :		
	Valid up to	:	
8	License No. Issued by Labour Deptt.	:	
	Valid up to	:	
9	ITR for last 3 FY	:	Enclosed / Not Enclosed
10	GSTIN	:	
11	PAN	:	
12	Tender Fee	:	Vide…….. No…….. of……
13	EFP Registration & ESI		
14	Earnest Money Deposited (EMD)	:	Vide…….. No…….. of……
15	Undertaking By the Bidder	:	Enclosed / Not Enclosed
16	No Near-Relative Declaration/Certificate:		Enclosed / Not Enclosed
17	Experience		

Signature of Contractor with rubber stamp

ANNEXURE-I

Performance Statement of Having Experience of Undertaking Similar Nature of Work

(Shall be submitted by the bidder in their letter head)

Name & Address of the Organization	Order No. & Date	Value of Order	Details of Work	Date of effect and completion of contract	Remarks, if any

Signature and Seal of the Bidder

Business Address:

ANNEXURE-II

Information Schedule

(Shall be submitted by the bidder in their letter head)

1.	Name of the Firm/Agency.	
2.	Address with Tel. No./Fax/E-mail.	
3.	Contract Person Name and Mobile No.	
4.	Bank Account No. Branch Code Bank Name	
5.	Whether all documents as required/mentioned in Preparation of Technical Bids are uploaded/submitted.	Yes/No
6.	Whether the firm has any legal suit/criminal case pending against it or contemplated against them. If Yes, details thereof	Yes/No
7.	Whether the Agency had been blacklisted by any organization. If Yes, details thereof.	Yes/No

I/ we hereby certify that the information furnished above is correct and true to the best of our knowledge. We understand that in the event of information being found false at any stage, the agency will be blacklisted and will have no dealing with CSIR, Institutes.

Signature and Seal of the Bidder

Business Address: