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# TENDER DOCUMENT FOR WORKS

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**ENGINEERING & SERVICES DIVISION**  
**CSIR – NATIONAL INSTITUTE FOR**  
**INTERDISCIPLINARY SCIENCE AND TECHNOLOGY**  
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## TENDER DETAILS

**Name of Work**  
**Construction of Concrete Platform with granite top in  
 XRD room (Main Building - Ground Floor) in CSIR-  
 NIIST Campus, Trivandrum.**

**(A). Basic Details:**

Sl. No	Descriptions	Details
1.	Tender Reference No	<b>NIIST/WKS/013/NIT(10-2)/2024-25 Dated 17/09/24</b>
2.	Tender Type	Limited Tender
3.	Form of contract	Work Contract
4.	No. of covers	<b>Two bids</b>
5.	Tender Category	Works
6.	Allow Resubmission	No
7.	Payment Mode	Online/ NEFT / RTGS / ECS / Direct credit/DD/FDR/BG

**(B). Cover Details:**

Sl.No	No.of Covers	Cover type	Contents
1.	Two covers	(a). <b>Eligibility cum Technical Bid</b>	1. Proof of EMD transaction details 2. Unconditional acceptance letter – Annexure -A 3. Undertaking regarding blacklisting/debarment on company's letterhead – Annexure – B 4. Copy of Tools and Plant Undertaking on company's letterhead – Annexure – C 5. Average Annual Turnover details – Annexure – D 6. Copy of Contractor's Registration details 7. Copy of PAN 8. GSTIN Registration details 9. Proof of Work experience (during last 5 years) 10. Abridged Account Statement FY: 2020-21,2021-22, 2022-23 11. Bank Account Details
		(b). <b>Financial Bid</b>	1. Bill of Quantities

**(C). Work Item Details:**

Sl. No.	Description	Details
1.	Work Details	Works
2.	Work Description	Civil works
3.	Pre-qualification Details	As per NIT
4.	Product Category	Civil Works

5.	Product Sub Category	Construction works
6.	Contract Type	Tender
7.	Tender Value	As per NIT
8.	Completion period in months	<b>As per NIT</b>
09.	Location	CSIR – NIIST, Industrial Estate Post, Thiruvananthapuram, Kerala
10.	Pin code	695019
11.	Pre-Bid Meeting	Not Applicable
12.	Bid Opening Place	CSIR-NIIST, Trivandrum
13.	Inviting Authority	The Director, CSIR-NIIST, Trivandrum
14.	Inviting Officer Address, Phone/email	Administrative Officer, CSIR-NIIST, Trivandrum. Ph: 0471-2535530, Email: <a href="mailto:coa@niist.res.in">coa@niist.res.in</a>

**(E). Fee Details:**

Sl.No.	Description	Details
<b>Bank Account Details:</b>	Bank Account Details: Account Holder Name: <b>The Director, CSIR – NIIST, Thiruvananthapuram</b> Institution Account Name: <b>(NIIST) Regional Research Laboratory</b> Account Number: <b>67047723825</b> IFSC Code: <b>SBIN0070030</b> MICR No: <b>695002943</b> Bank Name: <b>State Bank of India</b> Branch Name: <b>Industrial Estate</b> Branch Address: <b>Industrial Estate, Pappanamcode, Thiruvananthapuram – 695019. Kerala</b> Account Type: <b>Savings Bank Account</b>	
1.	EMD fee	As per NIT
2.	EMD Exemption Allowed	No

**(F). Critical Dates**

Sl. No	Schedule of activities	Date and Time
1.	Tender Documents Issuing Start Date	17/09/2024 at 16.00Hrs
2.	Tender Documents End Date	24/09/2024 at 15.00Hrs
3.	Tender Opening Date	24/09/2024 at 16:00 Hrs

## **CONTENTS**

<b>SL. NO.</b>	<b>DESCRIPTION</b>	<b>PAGE NO</b>
I.	NOTICE INVITING TENDER	5
II.	ARTICLES OF AGREEMENT	15
III.	GENERAL CONDITIONS OF CONTRACT CLAUSE:	
	1. Interpretation	17
	2. Drawing & Specifications	17
	3. Contractor to provide everything necessary	17
	4. Authorities, Notices & Patent	18
	5. Rate to include all taxes	19
	6. Materials	19
	7. Testing of materials	20
	8. Contractor Engineer, Foreman & Workmen	21
	9. Access	21
	10. Variation & price for variation	21
	11. Faulty materials & Workmanship	22
	12. Works to be open for inspection	22
	13. Assignment for sub-letting	23
	14. Indemnifying against damages to persons Property & Statutes	23
	15. Lien in respect of claims in other contracts	24
	16. Withholding & lien in respect of sums claimed	24
	17. In case of death of contractor	25
	18. Sub-Contractors	25
	19. Compliance to labour laws & apprentice act	25
	20. Compensation for delay	25
	21. Damages to works in consequence of hostilities or warlike operation	26
	22. Extension of time	26
	23. Suspension of work by contractor	26
	24. Secured advance	27
	25. Certificates & Payments	28
	26. Security deposit	29
	27. Completion certificate	30
	28. Escalation	30
	29. Arbitration	30
	30. Indemnity bond	30
	31. Dismantled Materials	30
	32. Performance Guarantee	31
IV.	SPECIAL CONDITIONS	32
V.	ADDITIONAL CONDITION	35
VI.	INDENTURE FOR SECURED ADVANCE	36
VII.	PERFORMANCE SECURITY (GUARANTEE) BANK GUARANTEE BOND	39
VIII.	INDENTURE FOR WATER PROOFING WORKS	41
IX.	GENERAL NOTES & REQUIREMENTS	43
X.	APPROVED LIST OF MATERIALS / AGENCIES	45
	END OF DOCUMENT	48

**PART- I****NOTICE INVITING TENDER**

No. NIIST/WKS/013/NIT(10-2)/2024-25

Dated:17/09/2024

**NOTICE INVITING TENDER**

NIT is issued for the following works from contractors of appropriate class of CPWD, State PWDs, Railways, MES, Semi-Government Organisations, and/or those who have successfully carried out similar works for Central/State Government Autonomous Bodies, working contractor of any CSIR or its Laboratories. The tenderers must submit their proof of fulfilling all the conditions, copies of PAN, GST, valid Registration and Experience certificates, etc in similar nature of jobs, and Valid Balance Accounts statement for the last three years.

Sl. No	Name of work	EstimatedCost */ EMD /Tender processingfees	Time of Completion
1	Construction of Concrete Platform with granite top in XRD room (Main Building - Ground Floor) in CSIR-NIIST Campus, Trivandrum.	Rs.50,250/- Rs.1010/-	30 days

- - Estimated cost – including GST

**The bidders should have carried out one/two/three similar works of 80%/60%/40% respectively of the estimated cost for NIIST, and other Central/State Government/Autonomous Organisations in the last five years. Similar work shall mean the contractor has worked as follows;**

For Sl.No – 1 : Civil works & maintainance

**The list of documents to be attached in Cover – I and II**

1. Unconditional acceptance letter – Annexure -A with Checklist / Eligibility Performa
2. Proof of EMD transaction details
3. Undertaking regarding blacklisting/debarment on company's letterhead – Annexure – B
4. Copy of Tools and Plant Undertaking on company's letterhead – Annexure – C
5. Average Annual Turnover Details – Annexure - D
6. Copy of Contractor's Registration details
7. Copy of PAN
8. GSTIN Registration details
9. Proof of Work experience (During last 5 years)
10. Abridged balance sheet for FY 2020-21, 2021-22 & 2022-23
11. Bank Account Details

## **In Cover – II**

- BOQ – as per the format given in the tender document.

### **DETAILED CONDITIONS OF CONTRACT**

1. Tenders have been invited for the works mentioned in the Brief tender notice from contractors of appropriate class of govt/semi govt. PSU's, CPWD, Railways, MES, Post & Telegraph Department, and or from those who have carried out **one/two/three similar works each of value not less than 80% / 60% / 40% respectively** of the estimated cost of respective works for the last five years. The tenders are required to produce documentary proof of fulfilling these conditions in accordance with the press notice and produce a completion certificate from competent authority along with tender cost while applying for tender documents.
2. Time for carrying out the work will be as per Tender Notice and the date of commencement shall be reckoned from the tenth day of issue of award letter.
3. Complete Contract documents to be complied with by the tenderer whose tender may be accepted can be seen in the e-Tendering portal <http://etenders.gov.in/eprocure/app>
4. The employer does not bind himself to accept the lowest or any tender and reserves to himself 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.
5. Canvassing in the connection with the tenders is prohibited and the tenders submitted by the contractor who resorts to canvassing are liable for rejection.
6. The tenderer shall not be permitted to tender for works in the concerned unit of CSIR in which a relative 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 who are relatives as mentioned above.
7. 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.
8. In e-tendering, Bidders can quote the rates in the figure only. The rates in words, the amount of each item in total is generated automatically. Therefore, the rate quoted by the bidder in the figure is to be taken as correct.
9. 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.
10. Before tendering, the tenderer shall inspect the site to fully acquaint himself with the condition in regard to accessibility of site, nature, and extent of ground, working conditions of site and locality including stacking of materials, installation 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.
11. Earnest money will be forfeited if the contractor fails to commence the work as per the letter of award.
12. Except for writing rates and the 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 rebates the same should be brought out separately in the covering letter and submitted along with the tender.
13. Some of the provisions of the 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  
An intermediate certificate for payment can be admitted at the discretion of the Engineer provided the bill value is not less than the awarded amount divided by the period of completion in a month.

- 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 a 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 the commencement of work in the letter of award issued to him.
- d) COMPLETION: 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 cost of the whole work as shown in the agreement for every week that the work remains un commenced 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
- 14. All the materials to be arranged by the contractor.
- 15. For all specialist jobs e.g. Lifts, air-conditioning, public address, fire protection, Security/surveillance and building management systems, technical (covering also general condition and commercial terms) and financial offers will be given separately in two sealed covers.
- 16. CEMENT AND STEEL  
All materials for the work including cement and steel will be procured/ arranged by the contractor at his own cost. The department will not supply any materials which are to be used in work. For procurement of cement and steel by the contractor the instruction/ condition contained in the enclosed annexure A will be applicable.
- 17. Purchase preference will be given to Central Public Sector Enterprise (CPSE) for award of works costing between Rs.5 Crores to Rs.100 Crores as per provisions contained in para 20.10.9 in CPWD Manual 2003 and OM No.DPE/13(12)/2003-Fin Vol.II dated 18.07.05 issued by department of Public Sector Enterprises, Govt. Of India.
- 18. GST & IT: TDS will be made from the bills and remitted to the concerned department as per standard norms of the Government.

## GENERAL CONDITIONS OF CONTRACT

### 1. INTERPRETATION

- (a) In constructing these conditions, the Specifications, the Schedule of Quantities, Tender, Special Conditions and Agreement, the following works 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 those to which only reference is made herein.

**WORK OR WORKS:** shall mean all work or works defined in schedule of quantities, specifications and such other work or works as the contractor may be entrusted with for carrying out under the contract.

**EMPLOYER:** shall mean Director General CSIR or any officer authorized by the 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 undertaken 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 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 sums 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.

The time of completion of the entire work indicated against each work from the 10<sup>th</sup> day of issue of work order. The work order will be issued only after signing a formal agreement with this office on Rs. 200/- Non Judicial Stamp Paper within one week from the date of intimation to this effect.

The EMD amount will be forfeited if the successful tenderer fails to sign/execute the formal agreement within one week from the date of such intimation or fails to commence the work as per the work order.

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

Tenderers will not be permitted to tender for works in the concerned unit of CSIR [in this case NIIST] in which a relative is posted in the grade between Administrative officer and Junior Engineer [both inclusive]. He/they shall also inform the names of persons who are working with him/them in any capacity or subsequently employed by him/them and who are relatives as mentioned above.

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

Tenderers must visit the site and inspect the area conditions before quoting their rates. Rates should include all taxes, duties, octroi, etc. The rates shall also include labour charges, E.S.I., E.P.F. Bonus, etc., payable to the laborers to be engaged by them. Tenderers may kindly note that no escalation charges due to increase/decrease in the basic cost of materials or labour will be entertained for this work.

The rates shall also include all rental charges of machinery, tools, plants required for the execution of work, scaffoldings, transportation charges, basic cost of materials, contractor's profit etc., including taking into consideration market fluctuation etc. As such, nothing extra under any circumstance will be entertained at a later stage.

The rates shall also include the charges for loading, unloading; stacking of materials, preliminary works required to take up the work, statutory recoveries IT, GST and 1% labour welfare CESS, water & Electrical charges, and Royalty etc., and nothing will be paid as extra.

The successful tenderer has to make his/their own arrangement for the security of the materials brought to the sight by them for the usage / execution of the work or kept in the godown. The Centre will not take any responsibility on this account or pay any compensation in case of any loss/damages/theft etc., whatsoever.

Before tendering the tenderer must inspect the site and fully acquaint himself/themselves about the conditions in regard to accessibility of site, nature and extent of ground, working condition of site and locality for stacking of materials, installations of tools and plants etc., conditions affecting accommodations and movements of labour etc., required for the satisfactory execution of the work contract. No separate claim, whatsoever on such account shall be entertained by NIIST under any circumstances.

Tenderers are expected to go through the entire tender terms and conditions, specifications etc., issued along with the tender, before quoting/submitting their offer. Clarification required if any may be sent in writing to The Head, ESD, CSIR - NIIST, Industrial Estate Post, Thiruvananthapuram.

Income Tax, TDS on GST, Labour welfare CESS, Electrical charges and Water charges will be recovered from the bills of the successful tenderer as per the provision of Rules / Act and as applicable from time to time during the currency of Contract. 1% water charges will be recovered from the bill if the tenderer takes the pipe water from NIIST sources.

In case, any tenderer other than those called for negotiation/discussion/specifically asked to give discount, give any rebate or discount after tender opening the same will not be considered in addition such tenderers will be black listed for five calendar years and their tenders will also be rejected. Tenders submitted shall valid for 90 days from the date of its opening for the acceptance and award of work. Validity beyond 90 days from the date of opening shall be by mutual consent.

In e-tendering, tenderer can quote the rates in figure only. The rates in words, amount of each item and total is generated automatically. Therefore, the rate quoted by the tenderer in figure is to be taken as correct.

Except writing rates and amount, the tenderer should not write any condition or make any changes, additions, alterations and modifications in the tender document issued to them. Tenderers who are desirous to offer rebate or put their own conditions are welcome to do so on their letter head along with their tender. However, it may kindly be noted, that such condition put forwarded by the tenderers will be deemed as rejected and not accepted by NIIST until and unless the same have been specifically and expressly accepted by the NIIST in writing before the award of work or the same is incorporated in the work order.

Some of the provisions of General Condition of Contract are given below. Interpretation however shall be as given in the General Conditions of contract which will be issued as part of tender document.

- a. DEFECTS LIABILITY PERIOD: (12) Months from the date of completion as certified by the employer.
- b. MINIMUM VALUE OF WORK FOR THE INTERMEDIATE CERTIFICATE / PAYMENT: Intermediate certificate for payment can be admitted at the discretion of the engineer provided the bill value is not less than the awarded amount divided by the period of completion in month.
- c. SECURITY DEPOSIT: 5% of the total value of the work done including EMD amount will be withheld as Security Deposit. The recovery on this account will be made from the Running Account Bills at 10% of the bill value till the full security deposit amount i.e. 5% of the total bill value is recovered.
- d. COMPENSATION: Contractor shall pay as compensation an amount equivalent to 1% (ONE PERCENT) per week, on the total value of work unfinished/ uncompleted work, subject to a maximum of 10% of the total value of the work done, as compensation/penalty amount to the NIIST.

The security deposit will be refunded without any interest after the full defects liability period of 12 months from the date of completion of the work, provided all the defects pointed out during this period are rectified at tenderer's cost and further subject to the condition that the same is not forfeited for any other reason. The detailed modalities for refund are furnished in the tender document.

The successful tenderer has to deposit a sum equivalent to 5% of his / their tendered amount as Performance Deposit before award of work and execution of agreement. This Performance deposit amount will be refunded to the Contractor along with the final bill after satisfactory completion of the work, provided the work has been carried out in accordance with agreement provisions and the same is not forfeited for any reason.

In case the Competent Authority feels that the offer received from the successful tenderer is abnormally low, the Competent Authority has reserve the right to demand additional Performance Deposit to the

amount equivalent to the difference of the amount between the total estimated cost and the total amount offered by the successful tenderer. This is in addition and over and above the regular performance Deposit indicated in the previous para. This additional Performance Deposit will also be refunded along with the final bill without any interest, provided the same is not forfeited for any reason or any amount deducted for inferior quality of work and the work has been completed to the entire satisfaction of the Engineer-in-Charge. In case of failure to execute the work by the successful tenderer or the contract is terminated for any violation of agreement clause or for any reason, this additional Performance Deposit along with Performance Deposit and E.M.D./Security Deposit will be forfeited.

The charges quoted by the tenderer shall also include provision for clearing of site after completion of the work including removing all rubbish, waste materials, debris etc., to the place informed by the Engineer-in-Charge and also clearing /demolishing the godown constructed by them for storing of materials or for any other purpose. The final bill for this work will be made only after clearing the site in all respects as stated above to the entire satisfaction of the Engineer-in-Charge.

Director, CSIR – NIIST, Trivandrum shall have the right to accept or reject any or all tenders or the lowest or to accept other than the lowest or any tender in full or in part or reject all the tender without assigning any reasons. The decision of the Director, NIIST is final in this regard and the tenderers are bound to accept the same

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**PART- II****ARTICLES OF AGREEMENT**

ARTICLE 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 (Herein referred to as the Employer, which expression shall include its successors and assigns and authorized officers of the Society) of the one part and ..... Trading in the name and style of..... (hereinafter referred as the contractor(s) which expression shall include their respective heirs, executors, administrators and permitted assignees) on the other part.

WHEREAS the Employer 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 one behalf of the parties.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERE TO 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 the specifications, designs, drawings and instructions in writing. Time for carrying out the work will be .....(period) and the date of commencement shall be reckoned from the tenth day of issue of a 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) Article of Agreement	..... to .....
(ii) Notice Inviting Tenders	..... to .....
(iii) General Conditions of Contract	..... to .....
(iv) Special Conditions	..... to .....
(v) Additional Conditions	..... to .....
(vi) Indenture for Secured Advance	..... to .....
(vii) Performance Security (Guarantee) Bank Guarantee Bond	..... to .....
(viii) Indenture for Water Proofing works	..... to .....
(ix) Correspondence before award	..... to .....
(x) Letter of Award	..... to .....
(xi) Abstract page & Priced Schedule of quantities	..... to .....
(xii) Office Memorandum even No & dated..... for expenditure sanction	... to .....
(xiii) Copy of PGSD certificate	..... to .....
(xiv) Original Tender document enclosed as Annexure – I	..... to .....
(xv) Acceptance letter, Check list & its enclosures	..... to .....
(xvi) .....	

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

Signed by for on behalf of Employer

.....

In the presence of

(1) .....

(2) .....

Signed by the said contractor

.....

In the presence of

(1) .....

(2) .....

.....

**PART - III****GENERAL CONDITIONS OF CONTRACT****1. INTERPRETATION**

- (c) In constructing these conditions, the Specifications, the Schedule of Quantities, Tender, Special Conditions and Agreement, the following works shall have the meaning herein assigned to them except where the subject or context otherwise requires.
- (d) 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 those to which only reference is made herein.

WORK OR WORKS: shall mean all work or works defined in schedule of quantities, specifications and such other work or works as the contractor may be entrusted with for carrying out under the contract.

EMPLOYER: shall mean Director General CSIR or any officer authorized by the 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 undertaken 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 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 sums 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 workman like manner both as regards material and otherwise in every respect in accordance with the specifications. The contractor shall also conform exactly and faithfully to the design drawings and instructions given in 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. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY**

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, appliances, 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 expense may be deducted from any money due to the contractor under the contract and /or from his Security Deposit.

The contractor shall provide himself with requisite quantity and quality of water for carrying out the works at his own cost. 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 his own arrangements 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 un-interrupted supply of water and it will be incumbent on the part of the contractor to make alternative arrangements for water at his own cost in the event of any temporary break-down in the water mains so that the process 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.

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, road 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.

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

Subject to availability the Employer may supply power at only one point from where the contractor shall 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.

**SUFFICIENCY OF TENDER:** The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of the tender for the works and the rates and the price quoted in the schedule of items, which rates and the prices shall except as otherwise provided cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

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 shall be entertained.

#### **4. AUTHORITIES, NOTICES & PATENTS**

- a) The contractor shall conform 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 specification 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.

## **5. RATES TO INCLUDE ALL TAXES**

- a) Rates quoted by the contractor shall include GST, sales tax, duties, octroi, 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 and levies payable under the respective statutes. However pursuant to the Constitution (forty Sixth Amendment) Act, 1992 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/ levies 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 executing 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.

## **6. MATERIALS**

- a) If the specifications or schedule of items provides for the use of any material to be supplied by the Employer's store 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 off 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 the incidental charges for cartage, storage and safe custody of all materials and against damage due to dampness, rain, sun, fire 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 the work or termination of the contract, or earlier shall be returned to the Employer at a place directed by the Engineer at contractors 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 materials 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 of cement 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 constants for the consumption of cement are not available in the above mentioned statement or cannot be derived from this statement, the same shall be calculated on the basis of standard formula to be laid down by the Engineer. Over this theoretical quantity of cement shall be allowed a variation up to 3% plus/minus for works estimated cost of which has put to tender is more than 10 lakhs. The difference in the quantity actually issued to the contractor and the theoretical quantity including authorized 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 materials governing the contract. In the event of its being 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 provision of foregoing sub-clause shall apply Mutatis-Mutandis in the case of steel reinforcement or structural steel section (each diameter section or category shall be considered separately) except that the theoretical quantity of the steel shall be taken as the quantity required as per design as or as authorized by the Engineer, including lappages, plus 3% wastages 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 measurement 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 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.

## **7. TESTING OF MATERIALS**

The contractor shall provide assistance instrument, 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. Failing his so doing the same shall be provided by the Engineer at the expense of the contractor and the expense 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.

## **8. CONTRACTOR'S ENGINEERS / FOREMAN & WORKMAN**

- a) Annexure III refers the contractor shall give all the necessary personal 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 authorized agent shall be held to be given to the contractor.
- b) 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.

## **9. ACCESS**

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

## **10. VARIATION & PRICE FOR VARIATION**

- a. The Engineer with the approval of the Employer shall have power to make any alterations/ omissions/ additions and/ or substitutions from the original specifications, drawings, designs and written instructions and such alterations, omissions, additions, substitutions shall not invalidate 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 per 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 within 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 over-heads shall be 2.5%. When such notice has been given the Engineer with the 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 such circumstances the contractor shall suspend the work, on the plea of non-settlement of rates of items failing under the clause.

f. Deviation Limits:	
Building Work	30%
Maintenance / emergency work	50%
Foundation works	100%
Service works	30%

#### **11. FAULTY MATERIALS, WORKMANSHIP & DEFECTS AFTER COMPLETION**

- a. The Engineer shall have powers to require the removal from the site of all materials and work. Engineer shall be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials 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 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 twelve 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 the defects liability period of twelve months from the date of completion of the work from the Engineer specifying the work, materials, articles defects of 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 require or as the case may be remove the materials of articles so specified and provide other proper and suitable materials or articles at his own cost. In case of any such failure, the Engineer 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 Engineer 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 this liability to execute the works in all respects in accordance with the terms and conditions of this contract or from this liability to make good all defects.

#### **12. 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 intention of the Engineer to visit the works shall have been given to the contractor either himself be present to receive order an 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. 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 such notice having been given to 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.

**13. ASSIGNMENT OR SUB LETING**

The contract shall not be assigned or subject without the written approval of the Employer. And if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so or if any bribe, gratuity of gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractors 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 he 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 ensue. 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 concerns such approval as aforesaid shall likewise be obtained before 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 contract shall be 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).

**14. INDEMNIFYING AGAINST DAMAGES TO PERSONS, PROSERTY & 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 all damage, whether such injury or damage arises from carelessness of accident in any way connected therewith. This clause shall be held to include interlaid any damage due to causes as 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 and expenses arising from such injury or damages 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 claim which may be made upon the Employer for acts during the currency of this contract by any employee of 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 of 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 use of any patent of design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article of part thereof included in the contract. 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 therefrom. Provided that the contractor shall not be liable to indemnify the Employer of 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.

#### **15. LIEN IN RESPECT OF CLAIM ON OTHER CONTRACTS**

- 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 of 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.

#### **16. 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 and 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 finalization 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 contractor under the same or any other contract, with the Employer or any contracting person pending finalization or adjudication of any such claims.

It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred above by the Employer will 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 this 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.

**17. IN CASE OF DEATH OF CONTRACTOR**

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

**18. 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-contractors, 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 constructions, servicing, equipping or furnishing of the work under the contract.

**19. COMPLIANCE TO LABOUR LAWS & APPRENTICE ACT**

The contractor shall comply with all 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 & 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) Central Rules 1971 before commencing work and which should be valid till the completion.

**20. COMPENSATION FOR DELAY**

- a. The time for carrying out the work will be as entered in the tender shall be strictly observed by the contractor and shall be deemed to be the essence of 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 uncompleted or unfinished after the proper dates.
- 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 (save for special jobs to complete one – eighth of the whole of the work before one-fourth of the whole time allowed under the contract has elapsed; three-eighths of the work before one-half of such time has elapsed and 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 percent or smaller amount as the Employer (whose decision in writing shall be final) may decide on the said cost of the work for every week that the due quantity of the remains incomplete. Provided that the entire compensation to be paid under the provisions of this clause shall not exceed ten percent on the cost of the work as shown in the Agreement.

## **21. DAMAGE TO WORKS IN CONSEQUENCE OF HOSTILITIES OR WARLIKE OPERATIONS**

- a. The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until, the work has been delivered to the Employer and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or war-like operations, the contractor shall, when ordered in writing by the Employer, remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking, removal of serviceable materials and for the reconstruction of all works ordered by the Employer such payment being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for the compensation shall be assessed by the Employer. The contractor shall be 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 Employer 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 war-like 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 of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Employer.

## **22. EXTENSION OF TIME**

- a. If the contractor shall desire and 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, authorize such extension of time of any, he 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.

## **23. 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 branches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice absolutely determine the contract in any of the following cases.

- i. If the contractor having been given by the Engineer a notice to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or unworkmanlike manner shall omit to comply with the requirement 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 binding) 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 of behalf of a creditor 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 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 – 13 hereof.
- 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 rescission, 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 the 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 the 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 should have been paid to the original contractor if the whole work had been executed by him (of the amount of which exceeds the certificate in writing of the Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from and conclusive) shall be borne and paid by the original contractor and may be deducted from a money due to him by the Employer under this contract or any other account whatsoever or from this security deposit.
  - iv. In the event of any one 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 in to any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the 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 certified in writing the performance of such work, and the value payable in respect thereof and he shall only be entitled to the paid the value so certified.

## **24. 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 up to 75 percent of the estimated value which shall take into account the market value and contractors



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 but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this clause are incorporated in the work the amount of such advance shall be deducted from the next payment made under any of the clause or clauses of this contract.

## **25. 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 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 be 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 payment shall be regard 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 re-erected or to be considered as an admission of the due performance of the contract, of any part thereof in any respect or the accruing of any claim not shall it the contract, of any part thereof in any respect or the accruing of any claim not 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 vary or 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 payment shall be made within three months if the value of the completed works is up to Rs. Two lakhs and in months if the same exceeds Rs. 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 payment 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 bill. If the contractor does not submit the bill within the time fixed as aforesaid the Engineer may cause action within seven days of the date fixed as aforesaid, an authorized 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 measurements of any work the Engineer or his authorized representative deputed by him shall give reasonable notice to the contractor. 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 than in any such event the measurements taken by the Engineer or by the authorized representative deputed by him as

the case may be, shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

- 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 rate determined as per clause – 10. However, in case of partially executed items of work, the Employer at his discretion allow 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.

## **26. 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 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 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 be 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 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 deposit is realized. 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 by reason of any such deductions aforesaid, the contractor shall within ten days make good in cash or further fixed deposit receipt pledged in favor 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 shall be of a minimum value of Rs. 25,000/- each. (The last such fixed deposit receipt could be of a lower value on the basis of the amount). In case any recovery is affected from running account bills, such recovered amount shall not be replaced with fixed deposit receipt. If is in the contractors interested to keep a watch 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 with in stipulated period for reasons beyond control and the Employer is satisfied that the security deposit is not required for adjustment of Employers dues or whatsoever due 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 necessary to make up this amount shall be recovered from money due to the contractor under this contractor, or any other contract with the Employer.

## 27. 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. If there is no defect in the work, the Employer shall furnish the contractor with a certificate of completion otherwise a certificate of completion indicating defects shall be issued but the work shall not be conspired to be completed until the contractor shall have removed from the premises on which the work shall be executed all the scaffolding, surplus material, Rubbish and all huts and sanitary arrangements required for his work, people on the site in connection with the execution of the work 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 date 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 realized by the sale thereof.

## 28. ESCALATION

- a) if the prices of materials not being supplied by the Employer and/ or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provision 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 provision of clause 22 of General Conditions of Contract without levy of compensation under Clause 20 of General Conditions of Contract and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is eighteen months or less. Such compensation for escalation in the prices of materials and labour when due, shall be worked out based on the standard provision.

## 29. ARBITRATION

- a) Except where otherwise provided in the contract all questions and disputes relating to the interpretation of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, specifications, estimates, instruction, orders on these conditions or otherwise concerning the work, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be approached to **Delhi International Arbitration Centre (DIAC), Delhi High court, New Delhi** only.

## 30. INDEMNITY BOND

That the contractor shall furnish an indemnity bond on non-judicial stamp paper (of the appropriate value) equal to the annual value of the contract at his own cost to indemnify CSIR against any claim arising out of or connected with this agreement.

## 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 to properly and such material shall be disposed off 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 encased. (Article of Performance Guarantee is enclosed)

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**PART- IV****SPECIAL CONDITIONS**

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

1. Work shall be done as per CPWD specifications.  
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
  - vii. CPWD latest Civil and Electrical specifications
  - viii. IS codes
  - ix. International codes
  - x. Best Engineering practice

**STEEL (Refer to Annexure I)**

- 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 procure 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 of 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 specification for conversion of length to weight. However, for bars up to and including 10 mm dia the following procedure shall be adopted. The average sectional weight for each diameter shall be arrived at from samples from each lot of steel received at site. The actual weight of steel issued shall be modified to take into account the variations between the actual and the standard co-efficient 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.
- v.

**CEMENT (Refer to Annexure II)**

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.

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.

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 his 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.

**Annexure - I**

Contractor's Site Superintendence Staff to be employed by the contractor on works. the contractor shall employ the following technical staff during execution of works: -

- a) For building and road works
  - 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) For sanitary and water supply works 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) For electrical works
  - i. One qualified Graduate Engineer possessing Degree in Electrical Engineering from recognized university with an experience of not less than 3 years or a Diploma holder in Electrical Engineering 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 the 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 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 modifications from time to time by CSIR based of CPWD.
  - i. In case when a Graduate Engineer is to be employed ----- Rs.15,000
  - ii. In case when a qualified Diploma holder is required to be employed - - - - - Rs. 10,000
  - iii. In case when a technical supervisor is required to be employed - - - - - Rs. 7,000

The tender and the earnest money shall be placed in separate sealed envelopes each marked "Tender" and "Earnest Money" respectively. In cases where earnest money in cash is acceptable, the same shall be deposited with the Cashier of the Division and the receipt placed in the envelop meant for earnest money. Both the envelopes shall be submitted together in another sealed envelope. The envelope marked "Tender" of only those tenders shall be opened. Whose earnest money placed in the other envelop is found to be in order.

Statutory recoveries of Income Tax, Sales Tax and Labour Welfare CESS will be recovered from the bills.

**ANNEXURE - II****CONDITIONS FOR CEMENT**

1. The contractor shall procure 33 grade (conforming to IS: 269) or 43 grade (conforming to IS: 8112) ordinary Portland cement as required in the work from reputed manufactures of cement, having a production capacity of one million tons per annum or more, such as ACC, L & T, JP Rewa, Vikram, Shree cement Birla jute and Cement corporation of India etc, as approved by Ministry of Industry, Govt of India and holding license to use ISI certification mark for their product whose name shall be got approved from Engineer in charge. Supply of cement shall be taken in 50 kg bags bearing manufacturers name and ISI marking, samples of cement arranged by the contractor shall be taken by the Engineer in charge and got tested

in accordance with provisions of relevant BIS codes. In case test result indicates that the cement arranged by contractor does not confirm to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer in charge to do so.

2. The cement shall be brought at site in bulk supply of approximately 50 tonnes or as decided by the Engineer in charge.
3. The cement go-down of the capacity to store a minimum of 2000 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made. Double lock provisions shall be made to the door of the cement go-down. The keys of one lock shall remain with the Engineer in charge or his authorized representative and the key of the other lock shall remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the go-down. The contractor shall facilitate the inspection on the cement go-down by the Engineer in charge at any time.
4. The contractor shall supply free of charge the cement required for testing. The cost of test shall be borne by the contractor.
5. The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 6 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in clause 6 of the contract and shall be governed by the conditions laid their in.
6. Cement brought to site and cement remaining unused after completion of work shall not be removed from the site without written permission of the Engineer in charge.

#### **CONDITIONS FOR STEEL**

1. The contractor shall procure steel reinforcement bars conforming to relevant BIS codes from main producers as approved by the Ministry of Steel. The contractor shall have to obtain and furnish test certificates to the Engineer in charge in respect of all supplies of steel brought by him to the site of work. Samples shall also be taken and got tested by the Engineer in charge as per the provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not confirm to BIS codes, the same shall stand rejected and shall be removed from the site of work by the contractor at his cost within a week's time from written orders from the Engineer in charge to do so.
2. The steel reinforcement shall be brought to the site in bulk supply of 10 tons or more as decided by the Engineer in charge.
3. The steel reinforcement shall be stored by the contractor at the site of work in such a way as to prevent distortional corrosion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.
4. For checking nominal mass, tensile strength, bended test, re bend test etc specimen of sufficient length shall be cut from each size of the bar at random at frequent not less than that specified below.

<b>Size of bar over</b>	<b>For consignment below 100 tonnes</b>	<b>For consignment over 100 tonnes</b>
Under 10 mm dia	One sample for tonnes or part there of	One sample for each 40 tonnes or part there of
10 mm – 16 mm dia	One sample for 35 tonnes or part there of	One sample for each 45 tonnes or part there of
Over 16 mm dia	One sample for 45 tonnes or part there of	One sample for each 50 tonnes or part there of

5. The contractor shall supply free of charge the steel required for testing. The cost of test shall be borne by the contractor.
6. The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in clause 6 of the contract. The theoretical consumption of steel shall

be worked out as per procedure in clause 6 of the contract shall be governed by conditions laid there in.

7. Steel brought to site and steel remaining unused shall not be removed from site without the written permission of the Engineer in charge.
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## **PART- V**

# **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 cause by rain snow fall, floods or and 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.
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**PART- VI****INDENTURE FOR SECURED ADVANCE**

This indenture made the ..... day of ..... 199..... 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 and (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 the other materials brought by the contractor to the site of the said works. Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consolidation 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 doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the contractor doth 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 encumbrances of any kind and the contractor will nor make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from 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 accounts of secured advances and all other materials on the security of which may 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 received 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 value 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 the 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 or 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 percent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs 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 repayment to the Employer of the said sum of Rs. .... and any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything into the said agreement and without prejudice to the powers contained therein if and whenever the convenient 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 work on behalf of the contractor in an advance with the provisions in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and amount 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) Remove 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) The 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 hand the day and year first above written.

Signed sealed and delivered

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

Signed by for on behalf of Employer.....

In the presence of

(1) ..... (2).....

Signed by the said contractor .....

In the presence of

(1) .....(2).....

.....

**PART- VII**

## PERFORMANCE SECURITY (GUARANTEE)BANK GUARANTEE BOND

ARTICLE OF AGREEMENT MADE AT .....

This ..... day of.....BETWEEN THE Council of Scientific & Industrial Research New Delhi, a society registered under the Societies include its successors and assigns and authorized officers of the Society) of the one part and ..... Trading in the name and style of..... (hereinafter referred as the contractor(s) which expression shall include his their respective heirs, executors, administrators and permitted assignees) on the other part. For the work----- (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs.....(Rupees----- only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We,------(hereinafter referred to as "the Bank")hereby undertake to pay to the Employer an amount not exceeding Rs----- (Rupees----- only) on demand the Employer .

2. We, ------(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Employer stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs------(Rupees----- only)

3. We, the said bank further undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

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

5. We,------(indicate the name of the Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary and of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Employer of any indulgence by the Employer to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, -----(indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Employer in writing.

8. This guarantee shall be valid up to-----unless extended on demand by the Employer. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs----- (Rupees-----) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

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

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**PART- VIII**

**GUARANTEE TO BE EXECUTED BY  
CONTRACTORS FOR REMOVAL OF DEFECTS  
AFTER COMPLETION IN RESPECT OF WATER  
PROOFING WORKS**

This indenture made the ..... day of.....2015 between..... (hereinafter called the Guarantor 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 and (hereinafter called the Employer which expression shall include its successors and assignees and authorized officers of the Society) of the other part

WHEREAS this agreement is supplementary to a contract (hereinafter called the Contract) dated..... and made between the GUARANTOR of the one part and the Government of the other part, whereby the Contractor, inter alia, undertook to render the buildings and structures in the said contract recited completely water and leak- proof.

AND WHEREAS GUARANTOR agreed to give a guarantee to the effect that the said structures will remain water and leak-proof for five years from the date of giving of water proofing treatment.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak-proof and the minimum life of such water proofing treatment shall be five years to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose:

- (a) Misuse of roof shall mean any operation which ill damage proofing treatment like chopping of firewood and things of the same nature which might cause damage to the roof.
- (b) Alteration shall mean construction of an additional story or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts;
- (c) The decision of the Engineer-in -Charge with regard to cause of leakage shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found, render the building water-proofing to the satisfaction of the Engineer-in-Charge at his cost, and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-in-charge calling upon him to rectify the defects, failing which the work shall be got done by the Department by some other contractor at the GUARANTOR'S cost and risk. The decision of the Engineer-in-Charge as to the cost, payable by the Guarantor shall be final and binding.

That if GUARANTOR fails to execute the water proofing or commits breach thereunder then the GUARANTOR will indemnify the Principal and his successors against all loss, damage, cost, expense of

otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the COUNCIL, the decision of the Engineer-in-Charge will be final and binding on the other parties.

In witness whereof these presents have been executed by the Obligor ..... and by ..... and for and on behalf of Employer on the day, month and year first above written.

Signed sealed and delivered

By the said OBLIGOR: .....

In the presence of

Signature: .....

Name: .....

Address: .....

Signed by: .....

Signed for and on behalf of EMPLOYER: .....

In the presence of

Signature: .....

Name: .....

Address: .....

.....

**PART- IX****GENERAL NOTES AND REQUIREMENTS**

1. The work shall be executed as per the approved specifications and CPWD norms
2. The work is time bound, hence time is the essence of the contract.
3. The work is to be completed specific time from 10 day of award of work.
4. All the materials shall be got approved from the Engineer in-charge before installation.
5. No T & P shall be provided by the Institute.
6. Scaffolding shall be arranged by the Contractor for which no extra payment shall be made.
7. The work shall be executed under the strict supervision of the site Engineer and over all supervision of Engineer in charge.
8. The measurements shall be recorded jointly with contractor and site Engineer.
9. Portable water shall only be used.
10. In the case of electricity connection, sub meter shall be provided by the contractor and charges will be deducted from the bill as per actual tariff.
11. In case of delay, a penalty @ 1% per week shall be levied subject to a max of 10% of the contract value.
12. In case of poor workmanship, the Institute shall have the right to rescind the contract and get the work executed through any other agency at the risk & cost of the defaulting contract.
13. In case the work is kept suspended without any valid reason, the NIIST shall be free to get the remaining work executed through any other agency.
14. The contractor shall be required to provide adequate safety for its workers and the NIIST shall not be accountable to any kind of injury/accident at site.
15. 5% amount shall be retained as security for a period of 12 months as defect liability. In case no defect is observed the same shall be released.
16. The contractor will use reputed brand of material or equivalent Portland cement for the work. For the vitrified tiles flooring work cement based high polymer quick set tile adhesive of approved brand shall be used.
17. The contractor shall take all safety precautions for his workers and shall be sole responsible for any mishap.
18. A tender should quote the rate(s) of tender in figures only in online bid.
19. All rates shall be quoted on the tender form and shall include all material, labour, transportation, all taxes including IT & GST, duties, testing, commissioning, supervision, tools, plants, wastage, sundries, scaffoldings as required mobilization demobilization, transportation etc. and nothing extra shall be payable on this account. However, the rates shall not include the service tax, which will be reimbursed on submission of challan.
20. GST or any other tax on materials in respect of this contract shall be payable by the contractor and the NIIST will not entertain any claim whatsoever in this respect.
21. The rates of the contractor shall be inclusive of labour Cess @ 1% or as applicable and necessary recovery of labour cess shall be made from each RA bill by the NIIST to be deposited with the labour board of the Kerala State.
22. The rates quoted by tenderers shall be exclusive of ESI/EPF which shall be reimbursed separately (wherever applicable) after receiving claim of the contractor duly supported with ESI/EPF deposit challans in respect of associated manpower.
23. The contractor shall be solely responsible for complying with all the provisions of EPF, miscellaneous provisions Act 1952 and ESI act relating to manpower engaged for this contract and in the event of any liability on NIIST by virtue of its being the principle Employer. Due to



failure of the contractor to comply with the said Acts, the contractor shall indemnify and reimburse the amount payable by NIIST on this account.

24. Tenders without proof of earnest money / Tender Fee if any will be summarily rejected.
  25. NIIST will return the earnest money, where applicable to every unsuccessful Tender on production by the tenderer of a certificate of the Engineer that all tender documents have been returned.
  26. CSIR-NIIST do not bind themselves to accept the lowest or any tender or to give any reasons for the decision.
  27. CSIR –NIIST reserve to themselves the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at his quoted rates.
  28. This notice of tender shall form part of the contract documents.
  29. The validity of the tender(s) 90 (ninety) days from the date of opening of Tender(s).
  30. The use of whitener/eraser in this tender document is prohibited. While filling the tender papers, if any correction becomes necessary, the same should be done by SCORING OFF originally written rates/figures etc., and then rewriting should be done under initials of person filling the tender.
  - 31. Conditional Tender – Conditional tenders are liable to be rejected.**
  32. **Canvassing** – Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any tenderer doing so will render himself liable to penalties which may include removal of his/her name.
  33. **SUBLETTING-** The contractor shall not, without the prior approval of the competent authority in writing subject or assign to any other party or parties, the whole or any portion of the work under the contract. Where such approval is granted, the contractor shall not be relieved of any obligation or duty or responsibility which he undertakes under the contract.
  34. **REMOVAL OF UNDESIRABLE PERSON(S)** – The contractor shall, on receipt of a requisition from the Engineer-in-charge, at once remove any person(s) employed by him on the work who, in the opinion of the Engineer-in-charge is unsuitable or undesirable at the site of the work.
  35. **RIGHTS TO INCREASE OR DECREASE WORK-** The competent authority reserves the right to increase or decrease the works depending on the situation emanating at a particular time. The competent authority also reserves the right to increase or decrease any portion of the work during the currency of the contract and the contractor shall be bound to comply with the order of the competent authority without any claim for compensation.
  36. The cement shall not be received in open packs but in sealed packs only. These packs shall be shown to the Works Engineer before opening them. The factual position in respect of packs of cement shall be recorded by the Engineer-in-charge as and when the packs are opened along with their number.
  37. The tools and machinery shall be possessed or arranged by the contractor in good working condition. No extra payment shall be made for use of the tools and machinery. No machinery will be supplied by CSIR-NIIST.
  38. **Cleaning:** ensure that the floor area in the corridors are kept neat and clean while working and all dismantle material is removed immediately and shifted to outside the CSIR-NIIST building.
  39. Protection of work/workers: The safety of the work in all respect is contractor's responsibility till the site is handed over back to CSIR-NIIST after completion of project.
  40. Measurement: The quantities given in the tender are approximate but however the payment shall be made on the basis of actual measurement taken on site and in conformity with BIS codes.
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**PART- X**

## **LIST OF APPROVED MAKES / AGENCIES FOR CIVIL ITEMS**

Services / Materials to be consumed in the work shall be of the following manufacturers / agencies. In case the required materials / services are not available or the materials / services available with the manufacturers / agencies mentioned below do not meet the specifications (decision of the E-in-C in this regard shall be final & binding), the contractor shall obtain materials / services from the manufacturers / agencies approved by the E-in-C in writing.

### **LIST OF APPROVED MAKES / AGENCIES FOR CIVIL & PLUMBING MATERIALS**

<b>Sl. No</b>	<b>Materials</b>	<b>Manufacturers / Agencies</b>
1	Ready mixed Concrete	UltraTech, RMC, RAMCO, ACC, Birla, PORBS
2	Ordinary Portland Cement (Minimum 43 Grade)	UltraTech, RAMCO, India Cements, Birla (Grasim), ACC, Chettinad
3	Reinforcement/Structural Steel (Each LOT shall accompany manufacturer's Test Certificate)	SAIL, TISCO, RINL, VIZAG or BIS approved manufacturers
4	Stainless Steel	Salem Steel or as approved by E-in-C
5	White Cement	JK Cement, Birla White
6	Sand	River sand or M-Sand from PORBS (only after approval of the sample by E-in-C)
7	Bricks, Stones slabs, Lime, Neeru Stone aggregate	Samples to be got approved by E-in-C before use
8	Vitrified Tiles	Nitco, Marbonite, Euro, Morbito, Somany
9	Flush doors	Kutty Flush Doors, Mysore Boards, Indian Plywood Mfg, Co, 'KIT' Ply' brand or any BIS approved brand
10	Fire check steel doors	Godrej, Sukri, Pacific works controls

11	FRP Doors	Fibrevent, Techno skills or Equivalent (or as approved by E-in-C)
12	Aluminium Fittings	Everite, Garnish, Crown Classic
13	Hydraulic floor Spring	Everite, Garnish, Hardwyn
14	Aluminium Extruded Sections	Jindal, Hindalco, Indalco
15	Aluminium Doors/Windows	As approved by E-inN-C
16	Paints, Distempers	Jenson & Nicholson, Asian, ICI, Nerolac
17	Glazing	Float Glass of Modiguard or Saint-Gobain
18	Water proofing Works	As approved by E-in-C
19	Hydraulic Door Closers	Hardwyn, Everite, Garnish
20	Water Proofing Cement Paint	Showcem India, ICI, Nerolac
21	Ceramic Glazed Floor Tiles	Nitco, Orient, Kajaria, Somany,
22	Super plasticizer	CICO, MC Bauchemie (India) Pvt Ltd, Roffes Construction Chemicals, Pedilite Industries
23	PVC Flooring	Armstrong
24	False Ceiling (a) Fibre (b) Galvanized Steel (c) Calcium Silicate	Armstrong, Gyproc (Saint-Gobain) Armstrong, Gyproc (Saint-Gobain) Aerolite, Gyproc (Saint-Gobain)
25	Cast Iron Pipe and Fittings (Soil Pipes)	BIC, HEP, NECO, Ajmera
26	RC Hume Pipes	Indian Hume Pipe Co, Spun Pipe Co., Sementia, CH Patel & Co or Equivalent
27	Stoneware Pipes & Fittings	Dalmia, Parry, TACEL or equivalent
28	Cast Iron Pressure Pipes & Fittings	Tisco, BRM, KESORM or Equivalent
29	GI Pipes (ISI marked)	TATA, Zenith, Jindal, Gujarat Steel, ITC
30	GI Fittings (ISI marked)	'R' Brand, UNIK or equivalent
31	Gunmetal Valves & Fittings	Premier, Leader, Zoloto, or ISI marked brand

32	CI Sluice Valves, Check valves	IVC (Calcutta) Kirloskar/ Upadyaya/or Zoltawith ISI mark
33	CP Brass Sanitary and water supply Fittings	Jaguar/Essess/SOMA/BILMAT/ Dripless or equivalent approved by E-In-C
34	Vitreous China Sanitary ware	Hindustan, EID Parryware, Cera
35	WC Seats & Covers	Commander, Diplomat, Admiral
36	Polyethylene/Polypropylene CISTERN	EVERLAST, FLUSHFLO, ESYFLO, CHALLENGER, CHAMPION, COMMANDER, MARVEL, Slimline
37	CI Fixtures, CI Cover & Frame	Ashok Iron Works/Bombay Iron Works/A Husainji / Ismaelji, Neco, BIC, RIF
38	CPVC Pipes	Astral Polytechnik, Ashirvad, Ajay Industrial corp
39	Curtain/Wall/Structural Glazing	Specialist Agency to be employed with Prior Approval of E-In-C
40	Plywood Products, Parcticle Boards & Veneers	Duroply (Green Marked, BWR Century Plywood, Green Plywood Kitply, Mysore Boards
41	Adhesive	Pidilite, Araldite
42	Plastic Laminates	Formica, Greenlam, Bakelite HYLAM
43	Powder Coatings	Berger/Nerocoat/Jenson & Nicholson
44	Tile Joint Filler	Bal Adhesives &Grouts,"ROFFE" Rainbow Tile Mate, Silicon Sealnet of GE Bayer Silicon/"Zentrival FM" of MC-Bauchemie (India) P Ltd
45	Resin Bonded Glass Wool	Crown Fibre Glass/Rock lloyd or equivalent approved by E-in-C
46	MS Tubes	TATA or equivalent
47	Roof Water Proofing	India Water Proofing, CICO, SIKA
48	Silicon Sealant	GE Bayer Silicone, SIKA
49	Anchor Fastener	Hilti, Bosch
50	Formwork Release Agent	Fosroc, MBT, MC Bauchemie CICO, ADO Conmat
51	EPOXY	FOSROC. SIKA Qualcrete, Aradlite MBT

52	Galvalume Sheet	Bhooshan or equivalent approved by E-in-C
53	Water proofing System	CICO, FOSROC, SIKA, Supreme Siltech Chemicals, ADOConmat
54	Modular Operation Theatre	MGI India P Ltd, PES or Equivalent
55	Stainless Steel Sinks	Prestige/AMC/Jayna/Kingston/Neelkanth
56	CP Waste, Spreaders for Urinals	Jaguar / Essess
57	Sensor based Auto Flushing System for Urinals	AOS Systems/Angash
58	SFRC Manhole Covers	Southern Concrete Industries, Rajvaibav Enterprises or equivalent
59	UPVC Pipes/Fittings	Supreme/Prince/ Finolex
60	Mirror	Atul / Modifloat/Saint Gobain/Golden Fish, Modiguard
61.	Roof sheet	Saint Gobin CertainTeed Designer Roofing shingles – ARTEHS or equivalent, tata, Jindal, Bhusan

**END OF DOCUMENT**