CSIR - CENTRAL FOOD TECHNOLOGICAL RESEARCH INSTITUTE
ಸಿಎಸ್‌ಐಆರ್ – ಕೇಂದ್ರೀಯ ಆಹಾರ ತಾಂತ್ರಿಕ ಸಂಶೋಧನಾಲಯ
सीएसआईआर केन्द्रीय खाद्य प्रौद्योगिक अनुसंधान संस्थान
COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH
MINISTRY OF SCIENCE & TECHNOLOGY, GOVT. OF INDIA,
MYSURU - 570020

TENDER DOCUMENTS

NAME OF WORK: **"Strengthening and Augmenting of existing quite old, outdated Electrical Infrastructure facility of FED LT Sub-Station switch room existing, Old LT Cubicle Panels etc., at CSIR-CFTRI Campus, Mysuru."**

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NOTICE INVITING E–TENDER

No : E/EW/003/1136/2026-27 **2nd November 2026**

1. Online item wise rate tenders are hereby invited through the e-tendering portal "https://etenders.gov.in/eprocure/app" in two cover system, for the new electrical work " **Strengthening and Augmenting of existing quite old, outdated Electrical Infrastructure facility of FED LT Sub-Station switch room existing, Old LT Cubicle Panels etc., at CSIR-CFTRI Campus, Mysuru.**" from the registered firms or contractors of appropriate class having worked with CPWD, Railways, MES, Post & Telegraph Department., State PWD's, Government or Semi Government organizations or those who have successfully carried out works for CSIR or its laboratories. The tenderers should have successfully completed at least three similar works amounting to 40% or at least two similar works amounting to 60% or at least one similar work amounting to 80% or above in a single contract of the estimated cost of work as shown in this NIT **during the last five years, ending on the last day on the month previous to the one in which tender is being invited .** The contractors may apply with proof of fulfilling the above conditions along with copies of **PAN Card, GST registration number, valid firm's or contractor's registration of appropriate class, satisfactory work done certificates, valid Electrical contractor and supervisory license.**

2. The Estimated cost of work is **Rs**. **13,31,965.00** (**Rupees Thirteen Lakhs Thirty-One Thousand Nine Hundred and Sixty-Five Only**) based on CPWD, DSR Electrical 2025 and prevailing Market Rates Inclusive of GST etc., The Earnest Money Deposit (EMD) is **Rs. 26,700/- (Rupees Twenty-Six Thousand Seven Hundred Only**). Duration of contract for carrying out of the work will be **90 Days (Ninety Days)** from the date of commencement which shall be reckoned from the fifth day of issue of award letter .

3. **Bid Submission :** Bids shall be submitted through online at CPP Portal : https://etenders.gov.in/eprocure/app by the tenderer, as per date given in Critical Date Sheet below . The instructions for the submission of e–tender are available on the CPP portal i.e. https://etenders.gov.in/eprocure/app under the "**Instruction for Online Bid Submission**" . All the intending tenderers are requested to go through these instructions before entering into the process of e–tendering and advised to visit again CPP Portal regularly till closing date of submission of tender for any **corrigendum / addendum / amendment . Manual tenders shall not be accepted .**

Sl. No.	SCHEDULE OF ACTIVITIES	DATE AND TIME
1	Publish Date on CPP Portal	02.11.2026 from 05:00 PM
2	Bid document download Start date	02.11.2026 from 05:00 PM
3	Seek clarification Start date	02.11.2026 from 05:00 PM
4	Seek clarification End date	09.11.2026 up to 05:00 PM
5	Bid submission start date	02.11.2026 from 05:00 PM
6	Bid submission/ document download End date	11.11.2026 till 05:00 PM
7	Last date & time of submission of original Demand Drafts against the EMD at CSIR-CFTRI, Mysore.	12.11.2026 up to 12:30 PM
8	Technical Bid opening date (Cover - I)	12.11.2026 from 03:00 PM
9	Financial Bid opening date (Cover - II)	To be intimated later on

4. Detailed NIT with terms and conditions and other tender documents may be seen / downloaded from CPP Portal **https://etenders.gov.in/eprocure/app** . **NIT** may also be seen at CFTRI Website **cftri.res.in**

5. Scanned copies of Earnest Money Deposit amounting to **Rs. 26,700/- (Rupees Twenty Six Thousand Seven Hundred Only**) deposited through Demand Draft/NEFT/FDR/RTGS in favour of **Director, CSIR-CFTRI** shall be uploaded in Cover–I of the tender. Tenders received without earnest money deposit (EMD) will not be considered. Original Demand Drafts against the EMD should be deposited in the Office of S.O **(**E-VII**)**, CSIR-CFTRI as per the scheduled date and time.

   The details for NEFT as below:-

Name of Payee	**:**	**Director, CSIR-CFTRI, Mysuru**
Bank Name	**:**	**STATE BANK OF INDIA**
Branch Name	**:**	**CFTRI BRANCH**
IFSC No.	**:**	**SBIN0040055**
Account No.	**:**	**64018311818**

6. The tenderer is to indicate the name & telephone numbers of issuing agency of the completion certificates to enable the verification of the documents, if necessary. It may be noted that even after opening of price bid, the credential submitted found to be false / forged the offer submitted shall be rejected out rightly. No further clarification will be sought from the tenderers.

7. 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 by him. All tenders, in which any of the prescribed condition is not fulfilled or any conditions including that of conditional rebate is put for by the tenderer, shall be "summarily rejected".

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

9. No tenderer shall 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 name of persons who are working with him in any capacity or subsequently employed by him and who relatives are as mentioned above.

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

10. Tenders submitted shall remain valid for a period of **90 days** from the bid submission end date for the purpose of acceptance and award of work. Validity of the tender beyond **90 days** from the bid submission end date shall be extended by mutual consent.

11. 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. The tenderer shall quote rates inclusive of **GST**.

12. The tenderer should carefully see the contract drawings (as applicable) as no claim whatsoever will be entertained for any alleged ignorance thereof.

13. Before tendering, the tenderer shall inspect the site to fully acquaint himself about the conditions in plants accessibility of site, nature and extent of ground, working condition of site and locality including stacking of materials, installations off tools and plants (T&P) etc., conditions affecting accommodations and

movement of labour etc. required for the satisfactory execution of contract. No claim whatsoever on such accounts shall be entertained by the employer under any circumstances.

14. If any tenderer withdraws his tender within the validity period or makes any modification in terms and conditions of the tender, before the award of work, which are not acceptable to the CSIR-CFTRI then CSIR-CFTRI shall, without prejudice to any other right or remedy, shall be at the liberty to forfeit 50 % (fifty percent) of the Earnest Money deposit absolutely. Further, the tenderer shall not be allowed to participate in the re-tendering process for this work.

15. The tenderers who are desire to offer unconditional rebate, the same should be clearly indicate separately in the covering letter with Firm Letter Head and upload the scanned copy of the same along with the tender. Tender having conditional rebates in any form are liable to be rejected

16. 100% Earnest Money will be forfeited if the contractor fails to commence the work within the stipulated period after the Award of the work.

17. Except writing rates in figure only, the tenderer should not write any conditions or make any changes, additions, alterations and modifications.

18. Some of the major provisions of General Conditions of Contract are given below. Interpretations, however, shall be as given in the General Conditions of Contract.

    (i) DEFECTS LIABILITY PERIOD is of **ONE** year from the date of completion as certified by the Engineer-In-Charge.

    (ii) Minimum value of work for the intermediate / interim certificate or a lesser amount can be admitted for intermediate / interim certificate at the discretion of the Engineer-In-Charge.

    (iii) COMPLIANCE TO LABOUR LAWS & APPRENTICE ACT: Contractor shall obtain a valid licence under Contract Labour (R&A) Act. 1970 and Contract Labour (R&A) Central Rules 1971 before commencing work and which should be valid till the completion.

    (iv) 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 sum already deposited as earnest money, amounts to 5 % of the tendered value of the work. In addition, the contractor shall be required to deposit an amount equal to 5 % of the contract value as performance security within the period prescribed in the letter of award issued to him.

    e. COMPENSATION: Contractor shall pay, as compensation, an amount equal to 1% (one percent) or such smaller amount as Employer (whose decision in writing shall be final) may decide on the cost of whole work as shown in the agreement, for every week that the work remains un-commenced or unfinished or due quantity of work remains incomplete after the scheduled dates. Compensation to be paid shall not exceed 10% (Ten percent) of the contract amount as shown in the agreement.

19. 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 the work.

20. For all specialist jobs e.g. electrical, air conditioning, public address, fire protection, security/ surveillance and building management systems, technical)covering general conditions and commercial terms(and financial offers will be given separately in two part bid system & the terms of payments shall be as under:-

    (i) 75% of the rates on pro rate basis after delivering & inspection of materials at site and acceptance of the same by Engineer.

(ii) 10% of the rates on pro rata basis after installation and acceptance of the same by Engineer.

(iii) 10% of the rates on pro rata basis after testing & commissioning of the equipment to the satisfaction of Engineer

(iv) Balance 5% on handing over of installation.

21. Not more than one tender shall be submitted by one contactor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

22. Intending tenderers are **advised to visit CPP Portal https://etenders.gov.in/eprocure/app regularly till closing date of submission** of tender for any corrigendum / addendum/ amendment.

- The rates shall be quoted in Indian Rupee only.
- Contractors are requested to refer clause no.6 of General conditions of contract for quoting rates of tender items. The contractor shall quote their rates inclusive of all taxes i.e. GST, Labour cess etc. and any revision in the statutory taxes, fees, etc. will be the responsibility of the Bidder.
- The payment will be made to the Contractor at any Bank Account maintained in India by way of ECS/RTGS after deducting the TDS as applicable.
- The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

23. For any queries relating to the Tender Document and the terms and conditions content therein should be addressed to **CONTROLLER OF ADMINISTRATIONS, CSIR-CFTRI, Mysuru.**

24. Clause No. 29 of General Conditions of Contract i.e. "Escalation" will not be applicable in this work.

25. All tenderers should submit the proof of their Goods and Services Tax（GST） registration. Deduction of GST will be made from their running and final bill as per standard norms of the Government. The contractor shall quote their rates inclusive of all taxes.

26. **Opening of Technical Bid（Cover: I）**

(a) The Technical bid will be opened by Tender Opening Committee (TOC) on **12/11/2026 at 03:00PM**, in the office of **Sr. CONTROLLER OF ADMINISTRATION, CSIR-CFTRI, Mysuru,** in the presence of such intending tenderers or their authorized representatives who may wish to be present at that time. No claim or any grievances will be entertained what-so-ever by the Tender Opening Committee in this regard.

(b) The TOC, after evaluation of documents contained in Cover-I i.e. Technical Bid, will decide the eligible tenders, as per the criteria laid down in the NIT.

(c) The TOC will then open the Financial Bids of only eligible tenderer.

27. **Opening of Financial Bid (Cover: II).**

The Cover: II of Eligible Tenderers shall be opened serially. The total amount quoted by the tenderers shall then be read out by the TOC for information of those present / participated.

28. **Tender Liable for Rejection. Tender is liable for outright rejection if on opening it is found that,**

(a) The Tenderer has not strictly followed the procedure laid down for submission of tender.
(b) If the tender is **CONDITIONAL**
(c) If the Tenderer has quoted his offer anywhere else other than specified place provided.
(d) The Tenderer has not uploaded the documents or Failed to fill the prescribed format.
(e) Any other ground as decided by the TOC in view of deviation from Tender Document.

29. The instructions for the submission of e-tender are available on the CPP Portal i.e. https://etenders.gov.in/eprocure/app under the "Instruction for Online Bid Submission". All the intending tenderers are requested to go through these instructions before entering into the process of e-tendering and advised to visit again CPP Portal regularly till closing date of submission of tender for any corrigendum/ addendum/ amendment. **Manual tenders shall not be accepted.**

30. The tenderer shall submit an acceptance letter as per Annexure-A on Firm letter head. The scanned copy of the Undertaking shall be uploaded in Cover-I and the Original Copy of the undertaking should be submitted before award of work to S.O (E-VII), CSIR-CFTRI.

31. List of documents to be scanned and uploaded in Cover : I & II are as per follows :

Sl No	Sealed Cover-I	Sealed Cover-II
1	Copy of Receipt of deposit of EMD	Financial or price bid as per format given in the tender document (BOQ).
2	Copies of experience certificates of similar works completed satisfactorily as per NIT	
3	Copy of valid Electrical contractor's Class I registration/license certificate and supervisory license	
4	Copy of GST registration number	
5	Copy of PAN Card	
6	Tender Acceptance Letter as per **Annexure A**	
7	Relationship declaration form as per **Annexure B**	

IMPORTANT NOTE:

1. Safety on all aspects, Workmanship Quality stands paramount importance. Hence skilled man power needs to be engaged where ever necessary.
2. The contractor should possess valid Class I Electrical Contractor and supervisory license. (To be enclosed along with tendered documents.)
3. CSIR-CPWD works procedure will be strictly followed in works execution.
4. Criteria of Relevant Experience in Electrical Installations to be ensured before submission of tender documents to avoid rejection of tenders. Experience in the sense the "similar nature of works as per NIT".
5. Single Line diagrams wherever necessary should be submitted by the contractor to O-I-C on demand.
6. Cable trench with a minimum depth of 0.75 Metres or as per CPWD Standards is to be maintained, which shall be decided by the Project In-Charge.
7. All Stainless-Steel Nut/Bolt/Washers are to be used in Earthing system & wherever necessary.
8. Manufacturer Test & Guarantee certificates of all components to be submitted at the time of delivery of products.
9. Intending tenderer can visit the site to assess the quantum of work involved before quoting the rates.
10. During execution of works, the contractor should report to the Engineer-In-Charge every day.
11. The above is only an estimate of the proposed work. However, during execution some of the items may be operated either in part or in full or not operated based on site conditions. Bill will be made only for actual work done.
12. Responsibility to ensure Power Isolation Clearance lies with the contractor concerned.
13. Any damages occurring during works execution should be brought to the notice of E-I-C immediately.
14. The Successful bidder should submit necessary GA drawings of all LT Cubicle panels for prior approval of Engineer-In-Charge.
15. Site Inspection for LT cubicle panel during & after fabrication (before painting) and site inspection after fixing of all electrical components to be arranged by the contractor at his cost if supply is from out stationed / local on request from the Project In-Charge.

ANNEXURE-A

TENDER ACCEPTANCE LETTER
(To be given on Company Letterhead)

Date: **/11/2026**

To,

Sr. COA,
CSIR-CFTRI, Mysuru

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: **E/EW/003/1136/2026-27**

Name of Tender / Work: **"Strengthening and Augmenting of existing quite old, outdated Electrical Infrastructure facility of FED LT Sub-Station switch room existing, Old LT Cubicle Panels etc., at CSIR-CFTRI Campus, Mysuru."**

Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: e-tendering portal https://etenders.gov.in/eprocure/app as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I / we have read the entire terms and conditions of the tender documents(including all documents like General conditions of contract(GCC), Scope of work, annexure(s), list of make, schedule(s), Under taking letter, Note etc ., which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too has also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender Document(s) / corrigendum(s) in its totality / entirety.

5. I/We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I/We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE-B

CSIR - Central Food Technological Research Institute

(COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH)

CHELUVAMBA MANSION,

MYSURU–570020

DATED : /11/2026

RELATIONSHIP DECLARATION

I / WE DO HEREBY DECLARE THAT NEITHER I / WE NOR ANY OF OUR AGENTS IS IN ANY WAY RELATED TO ANY OFFICIALS BETWEEN THE GRADES OF JUNIOR ENGINEER TO CONTROLLER OF ADMINISTRATION IN CSIR–CFTRI, MYSURU, WHERE THE WORK IS PLANNED TO EXECUTE, IF AWARDED AS PER EXTANT NORMS.

SIGNATURE :

(WITH OFFICIAL SEAL)

NAME :

ADDRESS :

GENERAL CONDITIONS OF THE CONTRACT

1. INTERPRETATION

(a) In construing these conditions, the Specifications, the Schedule of Quantities, Tender, Special Conditions and Agreement, the following words shall have the meanings 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 this contract.

EMPLOYER: shall mean Director-General, CSIR or any officer authorised by Director-General for the purpose.

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

CONTRACTOR: shall mean the individual or Firm or Company, whether incorporated or not, undertaking the work and shall include the legal personal representative or such individual or the persons composing such Firm or Company or the successors of such Firm or Company and the permitted assignees of such individual or Firm or Firms or Company.

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

COMPENSATION: shall mean all 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 workmanlike manner both as regards material and otherwise in every respect in accordance with the specifications. The contractor sha11 also conform exactly and faithfully to the design, drawings and instructions given in the respect of the work by the Engineer. The contractor shall be furnished free of charge one copy of such specifications and all such designs, drawings and instructions as are not included in the printed publications.

3. EARNEST MONEY DEPOSIT (EMD):

The Earnest Money to be deposited by the Contractor while submitting tender will be 2% of the estimated cost of works costing up to Rs.10 crore. For works above Rs.10 crore, the Earnest Money will be Rs.20 lakh and 1 % of the excess of the estimated cost over Rs.10 crore. EMD up to the value of Rs.10,000/- may be deposited in cash and when the value of EMD exceeds Rs.10,000/- then EMD should be deposited in the shape of DD / PI up to the value of Rs.25 lakh. If EMD amount is in excess of Rs.25 lakh then the excess mount over Rs.25 lakh can be accepted in the form of Bank Guarantee issued by a scheduled bank.

4. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

(a) The contractor shall provide at his own cost all materials, (except such materials, if any as may in accordance with the contract be supplied by the Employer) plants, tools, 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 therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract and/or from his Security Deposit.

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

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

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

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

4(A) 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 prices 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.

5. 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 specifications that may be necessitated for so conforming by giving written notice to the Engineer specifying the variations proposed to be made, the reasons for making it and apply for instructions thereon. If the compliance with this clause involves any extra work not included in this contract, he shall specify these items of work and the allowance of extra payment required on their account.

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

6. RATES TO INCLUDE ALL TAXES

(a) Rates quoted by the contractor shall include sales tax/VAT (except service tax), purchase tax, turnover tax, duties, octroi, toll tax, royalties and all other taxes in respect of this contract. The Employer shall not entertain any claim whatsoever in this respect. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Department after satisfying that it has been actually and genuinely paid by the contractor. The applicable and eligible service tax shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order. Tendered rates are inclusive of all taxes and levies payable under the respective statutes. However pursuant to the Constitution (Forty Sixth Amendment) Act, 1982 if any further tax or levy is imposed by Statutes, after the date of receipt of tenders and the contractor thereupon 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 authorised 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.

(d) Labour welfare cess : 1 % of the bill value will be recovered from the bills and submitted to authorities by the department.

7. MATERIALS

(a) If the specifications of schedule of items provide for the use of any material to be supplied by the Employer's stores or if it is required that the contractor shall use certain stores to be provided by the Employer as shown in the schedule of materials hereto annexed, the contractor shall be bound to procure and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the contract only and value of the materials so supplied at the rates specified in the said schedule, of materials and of the quantities incorporated in the work may be set 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 all times open for inspection by the Engineer or Employer. The contractor shall bear all incidental charges for cartage storage and safe custody of all materials and against damage due to dampness, rain, sun, 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 work or termination of the contract, or earlier shall be returned to the Employer at a place directed by the Engineer at contractor's cost and at rates stipulated in the said schedule but in case the Employer decides not to take back the materials the contractor shall have no claim for compensation on account of any such materials supplied to him as aforesaid being unused by him or for any wastage or damage to any such materials.

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

(c) After completion of the work or on determination /termination of the contract, the theoretical quantity of cement to be used in work shall be calculated on the basis of statement

showing quantity of cement to be 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 as put to tender is not more than Rs.10 lakh and up to 2% plus/ minus for works estimated cost of which as put to tender is more than Rs.10 lakh. The difference in the quantity actually issued to the contractor and the theoretical quantity including authorised variation, if not returned by the contractor shall be recovered at twice the issue rate, without prejudice to the provision of other conditions regarding return of 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 sections (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 or as authorised by the Engineer, including lappages, plus 3% wastage due to cutting into pieces. Over this theoretical quantity 2% plus/minus shall be allowed as variation due to wastage.

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

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

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

Note: Detailed terms regarding procurement and supply of cement and steel are provided in Annexure I.

8. TESTING OF MATERIALS

The contractor shall provide assistance, instruments, materials, labour and any other arrangement normally required for testing, checking of materials and workmanship as stipulated in the specifications and by statutory authority at his own cost. The Employer has the right to appoint the testing authorities. The contractor shall pay for the cost of test samples, its packing, transportation including testing fees. Failing his so doing, the same shall be provided by the

Engineer at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract and/or from the Security Deposit or proceeds thereof or of a sufficient portion thereof.

9. CONTRACTOR'S ENGINEERS/FOREMAN & WORKMEN

(a) The contractor shall give all necessary personal superintendence during the execution of the work and as long thereafter as the Engineer may consider necessary until the expiration of 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, as Annexure III refers. Any directions, explanations, instructions or notices given by the Engineer to such Site-Engineer or Foreman or any other authorised agent shall be held to be given to the contractor.

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

(a) For building and road works:

i) One Graduate Engineer, when the tendered cost of work exceeds Rs.10 lakh.
ii) One qualified Diploma holder (overseer) with experience not less than 3 years when the tendered cost of work exceeds Rs.5 lakh but is less than Rs.10 lakh.
iii) One qualified Diploma holder when the tendered cost of work is more than Rs.2 lakh but less than Rs.5 lakh.

(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 7 years when the tendered cost of the work is not less than Rs.1.5 lakh.
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 lakh.
iii) One Diploma holder in Electrical Engineering with experience not less than 3 years when the tendered cost of work is more than Rs.37,000/- but less than Rs.75,000/-.
iv) One licensed Supervisor with experience of not less than 3 years when the tendered cost of work is more than Rs.7,500/- and less than Rs.37,000/-.

(d) In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay

reasonable amount not exceeding the amount shown below for each month of default. **These recoveries are subject to modifications from time to time by CSIR based on 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.15,000/-.
iii) In case when a technical supervisor is required to be employed Rs.7500/-.

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

10. ACCESS

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

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

11. VARIATION & PRICE FOR VARIATION

(a) The Engineer with the approval of the Employer shall have 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 are specified in the contract for the work.

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

(d) If the rates for the altered, additional, or substituted work cannot be determined in the manner specified in sub-clause (b) and (c) above, then the contractor shall, 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 accept in case of departmental materials for

which contractors 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 rate the Engineer may cancel his order to carry out such class of work and arrange to carry out in such a manner as he may consider advisable.

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

(f) "Deviation limits": - Building work -30%; Maintenance/emergency works -50%; Foundation works- 100%; Services Works -30%

12. FAULTY MATERIALS, WORKMANSHIP & DEFECTS AFTER COMPLETION

(a) The Engineer shall have powers to require the removal from the site of all materials and work which in his opinion are not in accordance with specifications and in case of default, the 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 the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, any defects, shrinkage or other faults which may appear within the defects liability period of 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 twelve months of the completion of the work from the Engineer specifying the work, materials, articles defects or other faults complained of notwithstanding that the same may have been passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own 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 Employer may, allow such work to remain, and in that case make allowance for the difference in value, together with such further reduction as in his opinion may be reasonable.

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

13. WORKS TO BE OPEN FOR INSPECTION

(a) All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer and the contractor shall at

all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer to visit the works shall have been given to the contractor, either himself be present to receive order and instruction or have a responsible agent duly accredited in writing present for that purpose.

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

14. ASSIGNMENT OR SUB-LETTING

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

(b) Where the contractor is a partnership firm, the approval in writing of the Employer shall be obtained before any changes in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained 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).

15. INDEMNIFYING AGAINST DAMAGES TO PERSONS, PROPERTY & STATUTES

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

(a) The contractor shall be responsible for all injury to persons, animals or things, and for all damage, whether such injury or damage arises from carelessness or accident in any way connected therewith. This clause shall be held to include interalia any damage due to causes as aforesaid to work, building (whether immediately adjacent or otherwise) and to roads,

streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract by inclemency of weather. The contractor indemnifies the Employer and holds him harmless in respect of all expenses arising from such injury or 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 an employee or representative of an employee of the contractor or any sub-contractors, employed by him, for any injury to or loss of life, of such employees, or for compensation payable under any law for the time being in force to any workmen or to the representative, of any deceased or incapacitated workmen.

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

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

(f) The contractor shall indemnify the Employer against any action, claim or proceedings relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against the Employer in respect of any such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from. Provided that the contractor shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the said Employer or his authorised representative.

16. LIEN IN RESPECT OF CLAIM IN 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 Emp1oyer or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the Arbitrator if the contract is governed by arbitration clause or by the competent court as the case may be, and that the contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

17. WITHHOLDING & LIEN IN RESPECT OF SUMS CLAIMED

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

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

(b) The Employer shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have refund the amount of over-payment and it shall be lawful for the Employer to recover the same from him in the manner prescribed in sub-clause (a) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under-payment shall be duly paid by the Employer to the contractor.

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

18. IN-CASE OF DEATH OF CONTRACTOR

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

19. SUB CONTRACTORS

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

20. COMPLIANCE TO LABOUR LAWS & APPRENTICE ACT

The contactor 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 and Apprentice Act, 1961 and the rules and orders framed there under that may be in force or brought into force from time to time.

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

21. COMPENSATION FOR DELAY

(a) The time for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be deemed to be 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 uncommenced 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-eighth of the work before one-half of such time has elapsed, and three-fourth of the work before three-fourth of such time has elapsed. However for special jobs if a time schedule has been submitted by the contractor and the same has been accepted by the Employer, the contractor shall comply with the said time schedule. In the event of the contractor failing to comply with this conclusion, he shall be liable to pay as compensation an amount equal to one per cent or such smaller amount as the Employer shall be liable to 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 said cover of the work for every week that the due quantity of work remains incomplete. Provided that the entire compensation to be paid under the provisions of this clause shall not exceed ten percent on the cost of the work as shown in the agreement.

22. DAMAGE TO WORKS IN CONSEQUENCE OF HOSTILITIES OR WAR-LIKE 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.

23. EXTENSION OF TIME

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

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

24. SUSPENSION OF WORK BY CONTRACTOR

(a) The Employer may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damages in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has 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 un workman-like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that in the judgement 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 on 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 and part of the work debiting the contractor with cost 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 would have been paid to the original contractor if the whole work had been executed by him (of the amount of which exceed 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 any money give to him by the Employer under this contract or any other account whatsoever or from his 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 into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the 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 be paid the value so certified.

25. SECURED ADVANCE

The contractor on signing an indenture in the form specified by the Employer during the progress of the execution of the work may be paid if agreed by the Employer upto 75 percent of the estimated value which shall take into account the market value and 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.

26. CERTIFICATES & PAYMENTS

(a) No payments shall be made for a work estimated to cost Rupees ten thousand or less till the whole of the work shall have been completed and certificate of completion given. But in the case of a work estimated to cost more than Rupees ten thousand, the contractor shall, on submitting the bill 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 payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or 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 nor shall it conclude, determine, or affect in any way the powers of the

Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or in any other way 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 lakh and in six months if the same exceeds Rs. two lakh of the submission of such bill. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months or six months as the case may be.

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

(c) A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer on printed forms obtainable from the Engineer's office. The Engineer shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted as far as possible, before the expiry of ten days from the presentation of the 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 authorised 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 then in any such event the measurements taken by the Engineer or by 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 allows proportionate rates for such items of work as determined by the Engineer whose certificate of the sum so payable shall be final and conclusive against the contractor.

27. SECURITY DEPOSIT

(a) A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with the sum already deposited as earnest money, will amount to security deposit of the 5 % tender value of the work. In addition, the contractor shall be

required to deposit an amount equal to 5% of the tendered value of the contract as Performance Security within the period prescribed for commencement of work in the letter of award issued to him.

(b) In case a fixed deposit receipt of any scheduled bank is furnished by the contractor to the Employer as part of the security deposit and the bank goes into liquidation or for any reason is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Employer to make good the deficit of such sum from the running bill as mentioned above. Such deductions will be held by the Employer by way of security deposit, provided always that the Employer for this purpose shall be entitled to recover the said percentage of the amount from each running bill till the balance of the amount of security 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 favour of the Employer. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the earnest money if deposited at the time of tenders will be treated as part of the security deposit.

(I) The contractor if he so desires may furnish fixed deposit receipt in advance towards the security deposit. Such fixed deposit receipt shall be of a minimum value of Rs.25000/- each (The last such fixed deposit receipt could be of a lower value on the basis of the amount). In case any recovery is effected from running account bills, such recovered amount shall not be replaced with fixed deposit receipt. It is in the contractor's interest to keep a watch about the adequacy of the fixed deposit receipt submitted.

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

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

28. COMPLETION CERTIFICATE

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Employer and within ten days of the receipt of such notice the Engineer shall inspect the work. 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 considered 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 works as shall have been erected or constructed by the contractor and cleaned of the dirt, splashes, droppings of finishing items from all wood work, doors, windows, walls, floors or other parts of any building, in upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof. If the contractor shall fail to comply with requirements of this clause on or before the 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.

29. 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 provisions detailed below and the amount of the contractor shall accordingly be varied, subject to the condition that compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contracts validity is extended under the provisions 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 or 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 following provisions.

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

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

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

$$VM = \frac{WA}{100} \times \frac{(MI - MI_0)}{MI_0}$$

VM– Variation in material cost i.e. increase or decrease in the amount in rupees to be

paid or recovered.

W- Cost of work done worked out as indicated in sub para (ii) above.

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

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

MI_0 - Index numbers of wholesale prices in India for all commodities published by the Reserve Bank of India on the date of receipt of tenders.

$$VI = \frac{WB}{100} \times \frac{(LI - LI_0)}{LI_0}$$

VI - Variation in labour cost i.e increases or decreases in the amount in rupees to be paid or recovered.

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

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

LI - All India consumer price index numbers for industrial workers published by the Reserve Bank of India for the period under reckoning as for the period under consideration.

LI_0 - All India consumer price index numbers for industrial workers published by the Reserve Bank of India and valid on the stipulated date of receipt of tenders.

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

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

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

of payment, is less than six months, the index MI or LI shall be the average of the indices for the months falling within that period.

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

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

(d) "Employer" shall have the discretion to permit the IEEMA (Indian Electrical & Electronics Manufacturers Association) clause or escalation in case of specialized works e.g lifts and electrical and mechanical installations etc. Where the price variation is not similar to building works.

30. ARBITRATION

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

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

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

31. DISMANTLED MATERIAL:

The contractor shall treat all materials obtained during dismantling of a structure, services sub systems/installations, excavation of the site for a work etc., as employer's property and such materials 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 encashed.

SPECIAL GENERAL CONDITIONS

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

2. 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 & Electrical specifications
   - viii) IS codes
   - ix) International codes
   - x) Best Engineering practice

3. Steel

(i) Steel to be issued as stated elsewhere in the contract shall be for reinforcement bars for RCC work. For all other items of steel work the contractor shall 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 specifications for conversion of length to weight. However, for bars upto 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 coefficient and the contractor's account will be debited by the cost of this modified quantity only.

(iv) For theoretical consumption of steel, reinforcement bars will be balanced diameter wise for the purpose of penal recovery as envisaged in the contract.

4. Cement

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

5. Unless otherwise provided in the schedule of quantities the rates tendered by the contractor shall apply for all height, lifts, leads and depths of the work and nothing extra shall be payable on this account.

6. The surplus excavated earth which is beyond the requirement of the Employer's work may be allowed by the Employer to be disposed off by the contractor on 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 is the same is not required for any other work of the Employer.

ADDITIONAL CONDITIONS

1. The structural and architectural drawings shall at all times be properly correlated before executing any work. However, in case of any discrepancy in the item given in the Schedule of quantities appended with the tender and drawings relating to the relevant item the former shall prevail unless and otherwise given in writing by the Engineer.

2. No payment shall be made to the contractor for any damage caused by rain, snowfall, floods or any other natural cause whatsoever during the execution of work. The damage to work will be made good by the contractor at his own cost, and no claim on this account shall be entertained.

3. All materials used shall be as per specifications and ISI marked wherever applicable. ISI marking referred relate to latest BIS code as published by Bureau of Indian Standards upto 30 days before the date of opening the tender.

4. The Contractor shall give a performance test of the entire installation(s) as per standard specifications and/or as directed by the Engineer and will also submit test certificates as are required by Municipal/ Electrical authority or any other authority. Nothing extra shall be payable for the same other than the fees paid to such authorities which shall be reimbursed on production of receipts.

5. Clause: Planning and designing in purview of Vulnerability Atlas of India

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT-wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This Atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, Engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www. bmtpc.org.

It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

i) Seismic zone (II to V) for earthquakes,

ii) Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)

iii) Area liable to floods and Probable max. surge height

iv) Thunderstorms history

v) Number of cyclonic storms/ severe cyclonic storms and max sustained wind specific to coastal region

vi) Landslides incidences with Annual rainfall normal

vii) District wise Probable Max. Precipitation

SPECIAL CONDITIONS OF CEMENT, STEEL

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 manufacturers of cement, having a production – capacity of one million tonnes per annum or more, such as ACC, L&T, JP Rewa, Vikram, Shri Cement, Birla Jute and Cement Corporation of India etc., as a approved by Ministry of Industry, Government of India, and holding, license to use ISI certification mark for their product whose name shall be got approved from the Engineer in charge. Supply of cement shall be taken in 50 Kg. Bags bearing manufacturer's 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. Incase test results indicate that the cement arranged by the contractor does not conform 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 or written order from the Engineer in charged 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 godown of the capacity to store a minimum of 2000 bags cement shall be constructed buy 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 godown. 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 cement godown. The contractor shall facilitate the inspection of the cement by the Engineer at any time.

4. The contractor shall supply free of charge the cement required for testing. The cost of tests 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 conditions laid therein.

6. Cement brought to site and remaining unused after completion of work shall not be removed from site without written permission of the Engineer in charge.

STEEL

1. The contractor shall procure steel reinforcement bars conforming to relevant BIS codes from main procedures 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 conform to BIS codes, the same shall stand rejected and shall be removed from the site 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 bulk, supply of 10 tonnes or more as decided by the Engineer in charge.

3. The steel reinforcement shall be stored by the contractor at site of work in such a way as to prevent distortion and 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, bend test, re bend test etc, specimen of sufficient length shall be cut from each size of the bar at random at frequency not less that specified below:

Size of bar	**For consignment below 100 tonnes**	**For consignment over 100 tonnes**
Under 10 mm dia	One sample for each 25 tonnes or part thereof	One sample for each 40 tonnes or part thereof
10 mm to 16 mm dia	One sample for each 35 tonnes or part thereof	One sample for each 45 tonnes or part thereof
Over 16 mm dia	One sample for each 45 tonnes or part thereof	One sample for each 50 tonnes or part thereof

5. The contractor shall supply free of charge the steel required for testing. The cost of tests 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 contractor. The theoretical consumption of steel shall be worked out as per procedure in Clause 6 of the contract and shall be governed by conditions laid therein.

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

SPECIAL CONDITIONS OF ELECTRICAL

Note:-

1. The above is only an estimate of the proposed work. However, while executing, some of the items may be operated either in part or in full or not operated. Bill will be made only for actual work done.

2. CSIR-CPWD works procedures will be followed for execution.

3. Please go through the specifications carefully before quoting the rates.

4. While executing the work, the awarded tenderer must report to the officer in-charge Every day without fail.

5. Intending tenderers can visit the site to assess the quantum of work involved before quoting the rates.

6. Please refer to GA Drawing enclosed for LT Panels.

7. Manufacturer TC & GC of all components to be submitted.

- Point wiring means 2 nos. of wires from switch box to assigned point via controlling switch unless otherwise specified; each point should be controlled by a separate switch. Both at the switch box and fitting up to 6cms. of wire to be left for looping. Both phase & neutral wire is to be brought from the junction box to all switch boxes and all switch board earthing wiring should be available.
- All Electrical LED Light fixtures shall be of PHILIPS / WIPRO / BAJAJ / SYSKA. Ceiling Fans (both Normal and BLDC) of 5 Star rated from CROMPTON / USHA / BAJAJ / ALMONARD / KHAITAN /RALLY / ATOMBERG / ORIENT ELECTRIC and Exhaust Fans from CROMPTON / USHA / BAJAJ / ALMONARD / KHAITAN / RALLY.
- Point wiring means supply and fixing of wire, pipe, ceiling rose, holder, switch and switch box etc. For socket point wiring earthing separate wire should be drawn.
- All PVC insulated copper wires of FRLS are of FINOLEX / POLYCAB / STANDARD / V-Guard make of standard colour coding.
- PVC Conduit Pipe & Casing & Capping are of VIP / MODI / PRESTO-PLAST / SUPREME / JOE-GEETHA / POLYCAB make of Grey / White colour.
- Each circuit should not have more than 8 points.
- Junction boxes / inspection boxes should be fixed at suitable intervals for sub main wiring / mains wiring.
- All Modular switches, bell pushes, sockets are of ISI marked with silver tipped contacts. Ceiling rose and heavy-duty angle holders, all the above shall be of ANCHOR-ROMA /LISHA/ LEGRAND / SCHNEIDER / CRABTREE / GM / LEON / ABB make of white colour.
- All Modular Switch Boxes should be of Fire resistant high grade plastic type.
- All Non Modular switches, bell pushes, sockets are of ISI marked, Ceiling rose and heavy-duty angle holders, all the above shall be of LISHA / GM / INDO-ASIAN / L&T / LEON make of white colour.

- MCB's, MCCB's, RCCB's, RCBO's, ACB's should be L&T / LEGRAND / SCHNEIDER / ABB / INDO-ASIAN make.
- The entire damaged portion should be plastered to the original position with the original Colour. After Closing / Cementing the trench it should be levelled and consolidated to the level of the surrounding surface area.
- Cable Route Markers are to be provided at 6 Mtrs. spans and all corners and cable turning points.
- Sufficient space should be available in the Bus-bar box and MCCB chamber for U.G. Cable connection. RYB LED Indicator Lamps in the Panel should be of ISI make. Panel / 3 Phase Trivector Energy Meters should be of L&T / HPL / ABB / SCHNEIDER / HAVELLS / ECIL
- All switchboard should have at least one 5A or 15A socket and phase, neutral should be brought to all switchboard.
- To the possible extent, all lights should have independent control.
- One Master Switch to be provided to each switchboard for group control of light and fan
- Trench cutting is to be consolidated to the original ground level and debris should be disposed to the shown place within 500 Mtrs.distance.
- All FRLS PVC insulated single core of multi-strand copper wires shall be of Finolex / Standard / V-Guard / Polycab make.
- Both LT & HT UG Cable(s) make shall be of POLYCAB / V-GUARD / UNIVERSAL / PRIME CAB / CCI / KEI. The UG Cable(s) shall be tested with a Megger before laying the same in the ground by the contractor in the presence of the Project In-Charge. The Test Certificate from the supplier as well the measured megger values should be submitted in document to the Project In-Charge. HDPE Pipe shall be of VIP / Jogeetha / Supreme / Astral / Polycab / Modi's.
- Copper / Aluminium Lugs and Brass Compression Glands should be of Dowells / Comet / Braco make.
- Light fittings should be Prescribed model & make in the estimate. It should be pre-wired and fitted with light for ready use.
- If more than one make is given, institute will choose the make at its discretion and the same make and model shall be used for all the rest of the estimated items.
- Prior to disconnection of any cable / wire / connection of new cable / wire care should be taken and safety precautions is to be taken by switching off supply / removing fuse and Electrical isolation of the work under attention with prior advise to Electrical section of E & MM department through the Project In-Charge.
- The fixing charges for Exhaust fan is inclusive of all the civil works such as making necessary opening on wall, making good of disturbed surface, fixing fan frame, exhaust fan and connecting the fan from to ceiling rose with three core flexible wire with stranded copper conductor of 1.5 sq.mm. Complete all as specified and directed by Project Engineer in charge.
- For Exhaust fan / Ceiling fan point wiring 1.5 Sq.mm. Earth wire shall also be provided along with point wiring.
- One sample piece of material is to be shown to Institute Engineers for approval prior to bulk supply.
- The quantity given are approximate and will increase / decrease according to site condition / R & D requirement.
- Substitute items / New items may be required as per R & D work.

- The size of LT Cable trench shall be not less than 30cm wide, 0.75meter depth and filled with 8cm dry R/M -sand before laying and 10cm dry R/M - sand after laying of cable shall be provided.
- The brick protection with well burnt class 'B' bricks shall be provided in such a way that the length of the brick is perpendicular to cable length direction (i.e. minimum 8.69 brick need to be laid for 1mtr. Cable laid).
- The quoted rate for laying of LT cable inclusive of excavation, returning & filling and removal of surplus soil.
- The demolition rate for concrete / bituminous / road is also inclusive of removal of debris to a distance not exceeding 500 Mtrs. from the starting point.
- The dimensions in the panel and arrangements of switch gears, bus-bars shall be as per the guide lines given by E & MM executives and the contractor has to take necessary approval of the panel drawings from Project Engineer In-Charge / Head, E & MM before placing order to manufacturer.
- The cable laying / fixing charges is inclusive of providing necessary Cable and Termination Lugs and Cable glands at both ends of the Cable.
- The contractor shall be carrying out if any excavation / braking of wall is required while removing and connecting incoming / outgoing cable with-out extra cost.
- Electrical Earthing work shall be carried out as per the specifications in the Electrical Estimate without any deviation. Post 100% completion of the earthing work, the values shall be measured in the presence of Project In-Charge by a standard method and to be submitted by the contractor in document.
- The Project In-Charge shall provide the details of the existing Electrical / Civil / Telephones / CCTV / Internet lines etc., layout that may already existing / laid below the ground to the contractor well in advance before commencement of the work related to the work site. During execution of the work, if the contractor or deputed employees does any damage to the existing Electrical / Civil / Telephones / CCTV / Internet lines etc., knowingly / unknowingly, it shall be repaired / replaced for damaged items of same specifications with reputed brand, making the bad good etc., free cost by the contractor without any additional cost to the Institute. Otherwise, the damaged portion shall be estimated for approximate value and the same shall be deducted in the final bill.
- Wherever multiple choice is given for makes, item(s) should be supplied from any one of the brands only and for all such similar items, no deviations;
- Vendor is advised to go through the specifications carefully before quoting; during execution at no point of time, there will be given any excuse and will be acted upon as per extant rules.
- Safety on all aspects, Workmanship Quality stands paramount importance. Hence skilled man power needs to be engaged where ever necessary.
- The contractor should possess valid Class I Electrical Contractor and supervisory license. (To be enclosed along with tendered documents.)
- CSIR-CPWD works procedure will be strictly followed in works execution.
- Criteria of Relevant Experience in Electrical Installations to be ensured before submission of tender documents to avoid rejection of tenders. Experience in the sense the "similar nature of works as per NIT".
- Single Line diagrams wherever necessary should be submitted by the contractor to O-I-C on demand.

- Cable trench with a minimum depth of 0.75 Metres or as per CPWD Standards is to be maintained, which shall be decided by the Project In-Charge.
- All Stainless-Steel Nut/Bolt/Washers are to be used in Earthing system & wherever necessary.
- Manufacturer Test & Guarantee certificates of all components to be submitted at the time of delivery of products.
- Intending tenderer can visit the site to assess the quantum of work involved before quoting the rates.
- During execution of works, the contractor should report to the Engineer-In-Charge every day.
- The above is only an estimate of the proposed work. However, during execution some of the items may be operated either in part or in full or not operated based on site conditions. Bill will be made only for actual work done.
- Responsibility to ensure Power Isolation Clearance lies with the contractor concerned.
- Any damages occurring during works execution should be brought to the notice of E-I-C immediately.
- The Successful bidder should submit necessary GA drawings of all LT Cubicle panels for prior approval of Engineer-In-Charge.
- Site Inspection for LT cubicle panel during & after fabrication (before painting) and site inspection after fixing of all electrical components to be arranged by the contractor at his cost if supply is from out stationed / local on request from the Project In-Charge.

INDENTURE FOR SECURED ADVANCE

THIS INDENTURE made the..... day of .....20..... BETWEEN .....(hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his heirs, executors, administrators and permitted assignees) of the one part and COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH, New Delhi, a Society registered under the Societies Registration Act 1860 (hereinafter called the EMPLOYER which expression shall include its successors and assignees and authorized officers of the Society) of the other part.

WHEREAS by an agreement dated..... (hereinafter called the said agreement) the Contractor has agreed AND WHEREAS the Contractor has applied to the Employer that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the President has agreed to advance to the Contractor the sum of Rs. . . . . (Rupees .....) on the security of materials the quantities and other particulars of which are detailed in accounts of Secured Advances attached to the Running Account Bill for the said works signed by the Contractor on .....and the Employer has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works. Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. . . . . on or before the execution of these presents paid to the Contractor by the Employer (the receipt whereof the Contractor 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 Rupees ..... so 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 Advances which have been offered to and accepted by the Employer as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the President against all claims to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer and in the term of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protections against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Employer or any officer authorised 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 an officer authorised by him on that behalf.

(6) That the advances shall be repayable in full when or before the Contractor receives payment from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than 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 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 and 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 per cent 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 Rupees ..... 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 in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the Employer may at any time thereafter adopt all or any of the following courses as he may deem best :–

(a) Seize and utilise the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the 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) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.

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

Signed, sealed and delivered by the said contractor .....

In the presence of Signature .....

Witness Name .....

Address .....

Signed by the order and direction of the Employer .....

In the presence of Signature .....

Witness Name .....

Address .....

PERFORMANCE GUARANTEE

To

Council of Scientific and Industrial Research

1. In consideration of Council of Scientific and Industrial Research (hereinafter called "The Council") having awarded to M/s ..... a Company registered under the Companies Act 1956 (hereinafter called "The Contractor(s)") a contract for the work..... (hereinafter called the "contract") under the terms and conditions of an agreement dated ..... Made between the Council and the Contractor (hereinafter called "the said agreement") and Council agreed to accept a Deed of Guarantee as hereinafter provided for Rs..... (Rupees ..... only) from a Scheduled Bank towards due performance of the contract by the Contractor as per terms and conditions of the contract on the condition that the Bank on demand from the Council and without demur pay to the Council aforesaid amount.

2. We, ... Bank Ltd., (indicate the name of the Bank) (hereinafter referred to as bank) do hereby undertake to pay to the Council the amount not exceeding Rs. ..... against loss or damage caused to or suffered or would be caused to or suffered by the Council by reasons of any breach or breaches of any of the terms of conditions of the said agreement by the said contractor.
3. We, ... Bank Ltd., do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Council by stating the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the council for reasons of any breach by the said contractor(s) of any of the terms & conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....
4. This guarantee shall come into force immediately and continue in force and remain valid till six months after the completion of all works under the said contract which according to the terms of the said contract should be six months from the probable date of completion viz., the ..... day of ..... If, however, the period of the completion of the works under the said contract is for any reason extended and upon such extension if the contractor fails, before the terms of this guarantee expires, to furnish a fresh or renewed guarantee for the extended period, the Bank shall pay to Council the said sum of Rs..... or such lesser sum as Council may demand.
5. This guarantee shall not be affected by any change in the constitution of the Bank or of the Contractor.
6. Notwithstanding anything hereinbefore contained, the liability of the Bank under this guarantee is restricted to Rs..... (Rupees .....) and the guarantee shall remain in force till ..... day of 20..... unless a claim or demand under this guarantee is presented to the bank within six months from the date all rights of Council under this guarantee shall be forfeited and the bank shall be released and discharged from all its obligations hereunder.

CONTRACTORS SITE SUPERINTENDENTS

Staff to be employed by 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 year when the tendered cost of work exceeds Rs.5 Lakhs but is less than 10 Lakhs

(iii) One qualified Diploma holder when the tendered cost of work is more than Rs.2Lakhs 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 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 Engineer 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 or 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 on 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.15,000/-

(iii) In case when a technical Supervisor is required to be employed.…Rs. 7,500/-

(d) The department also reserves the right to appoint an Engineer for supervising the work at the site & cost of the contractor **.**