No. 11(26)/NIScPR/G/2026

NATIONAL INSTITUTE OF SCIENCE COMMUNICATION AND POLICY RESEARCH

Vigyan Sanchar Bhawan
Dr. K. S. Krishnan Marg, Near Pusa Gate
New Delhi – 110012 (India) and
Vigyan Soochna Bhawan
14, Satsang Vihar Marg, New Delhi - 110067
(www.niscpr.res.in)

E-TENDER DOCUMENT

Name of work:- Comprehensive Annual Maintenance Contract of Sensor based water taps and urinal flushing system at NIScPR both Location (Pusa & S V Marg) New Delhi.

YEAR 2026

No. 11(26)/NIScPR/G/2026

NATIONAL INSTITUTE OF SCIENCE COMMUNICATION AND POLICY RESEARCH

Vigyan Sanchar Bhawan
Dr. K. S. Krishnan Marg, Near Pusa Gate
New Delhi – 110012 (India) and
Vigyan Soochna Bhawan
14, Satsang Vihar Marg, New Delhi - 110067
(www.niscpr.res.in)

Name of work:- Comprehensive Annual Maintenance Contract of Sensor based water taps and urinal flushing system at NIScPR both Location (Pusa & S V Marg) New Delhi.

Contents

S.No.	Description	No. of Pages
1	Covering Page, Tender Document	01
2	Contents	02
3	Notice Inviting Tenders	03-07
4	Tender Acceptance Letter (Annexure-I)	08
5	Tender Fee/EMD Information	09
6	Bank Detail of Vender	10
7.	Article of Agreement	11
8	General Conditions of Contract	12-27
9.	Special Condition	28
10.	Scope of works and terms & Conditions	29
11.	Indenture for Secured Advance	30-31
12.	Performance Guarantee Form	32
13	Schedule of Quantity (SOQ)	33

Total no of pages: 33

NATIONAL INSTITUTE OF SCIENCE COMMUNICATION AND POLICY RESEARCH (NIScPR)

Pusa Campus: Dr. K S Krishnan Marg (Near Pusa Gate) New Delhi-110012
SVM Campus: 14, Satsang Vihar Marg, New Delhi - 110067

NOTICE INVITING TENDER

Item rate tenders **in two cover (stage)system**, are hereby invited, online through e-tendering portal http://etenders.gov.in, for the work of **"Comprehensive Annual Maintenance Contract of Sensor based water taps and urinal flushing system at NIScPR both Location (Pusa & S V Marg) New Delhi.**" from the contractors having worked with CPWD, Railways, MES, Post & Telegraph Department State PWD'S, Semi - Govt. Organization, CSIR Laboratories and have successfully carried out at least **one or two or three similar works** of **80% or 60% or 40%** value of the estimated cost amounting to not less than **Rs. 1.57 lakh / 1.18 lakh / 0.79 lakh** respectively **within last Seven years** ending last day of month previous to the one in which tenders are invited. **The tenderers are required to produce proof of fulfilling these conditions, along with GST registration and valid PAN card.**

1. **Estimated cost of the work is Rs. 1,95,500**/ (Rs One Lakhs Ninety Five Thousand Five Hundred Only) and is based on Market rates.

2. Time for carrying out the work will be 365 Days (12 Month) and the date of commencement shall be reckoned from the tenth day of issue of award letter. Rates quoted shall remain valid throughout the contract period. However, the contract may be extendable as mutually agreed for one more year on same rates and terms & conditions, if the service rendered were found to be satisfactory.

3. **Tender fee (non-refundable) Rs.500/-(Rs. Five hundred Only) and Earnest Money deposit Rs. 4,000/- (Rs. Four Thousand Only) are to be deposited through RTGS/NEFT in favour of Director, NIScPR (Canara bank, Pusa, Delhi A/c No 110003874485 IFSC Code: CNRB0019100**

4. **The entire bid document contains the following:**
   a. Document related to eligibility criteria (cover-1)
   b. Financial Bid, complete tender documents (Cover-2)

Documents to be uploaded in support of eligibility:

i) Receipt of deposit of 'Tender Cost' and 'EMD'
ii) Experience certificates of similar works completed as per NIT, the completion certificate should contain all necessary information including date of start, completion amount and scope of work etc.
iii) Copy of GST registration number, PAN Card and Cancel Cheque
iv) Declaration /undertaking as per annexure-I

5. The entire document uploaded by the eligible agencies, shall be opened in two stages, in the presence of tenderers or their representatives if any.

Stage 1: Documents related to eligibility criteria will be opened by TOCon specified date and time. The bidders shall be qualified after scrutiny of the credentials submitted by the tenderers. All documents scanned & uploaded by the agency, should be clearly visible. If any of the above documents is found missing/not clear in reading or non-satisfactory, **the tender shall be rejecte**d. No further clarification shall be sought from the tenderer. The decision of T.O.C. shall be final. Financial bid of such agencies shall not be opened.

Stage 2: Financial bids shall be opened only of qualified bidders on notified date and time. In envelop-II the bidders should upload the complete tender document including BOQ carefully. In case any documents (original tender document & BOQ) is found tempered / incomplete / missing / unreadable etc., the tender shall be rejected. No further clarification shall be sought from the tenderer. The decision of T.O.C. shall be final. **Financial bid of such agencies shall not be considered**. The T.O.C. will check firstly appropriateness of tender document folder. If it is found satisfactory then only the committee will open the BOQ folder.

The notification shall be available on the website.

The critical dates are as follows:

Sl. No.	Schedule of activities	Date and time
1	Publish date on CPP Portal	As per details mentioned at CPP Portal
2	Bid document downloaded date	
3	Bid submission start date	
4	Bid submission end date	
5	Prequal. Bid opening date (cover-I)	
6	Financial bid opening date (Cover-II)	

The certified copies of all credential related to eligibility criteria are to be submitted by the lowest bidder within a week of opening of financial bid (which has been uploaded for tender). In case the lowest bidder fails to submit the said document, the tender may be rejected without any notice.

6. The instructions for the submission of e-tender are available on the CPP portal i.e., http://etenders.gov.in/eprocure/app under the instruction for online bid submission. All the intending tenders are requested to go through the instructions before entering into the process of e-tendering.

7. The tendered are advised to go through website to see corrigendum/addendum, if any for detail please log on www.niscpr.res.in or http://etenders.gov.in

8. The tenderer shall submit an affidavit as per Annexure-I, The scanned copy of affidavits shall be uploaded in Cover-I and the original copy to be submitted by L-1, within one week of opening of financial bid.

9. 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.

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

11. The tenderer shall not be permitted to tender for works in the concerned unit of NIScPR in which a relative is posted in the grade between controller of Administration and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him and who 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 Husband, Daughter's Husband, Daughter's Son, Daughter's Son's Wife, Daughter's Daughter, Daughter's Husband, Brother (including step Brother), Brother's Wife, Sister(including step sister), Sister's Husband.

12. Tender submitted shall remain valid for 75 days from the date of opening for the purpose of acceptance and award of work. Validity beyond 75 days from the date of opening shall be by mutual consent.

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

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

15. If any tenderer withdraws the tender before award of work or makes any modification in terms and conditions of the tenders which are not acceptable to the department, then NIScPR shall without prejudice to any right or remedy be at liberty to forfeit 50% of earnest money. The tenderer shall not be allowed to participate in re-tender.

16. Full Earnest money will be fully forfeited if the contractor fails to commence the work as per letter of award.

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

18. The bidders whose bid is accepted will be required to furnish performance gurantee of 5% (five percent) of the accepted tendered amount i addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract. This gurantee shall be in the form of DD/ banker cheque/payorder/FDR/ guarantte bonds of any scheduled bank drawn in favour of Director, CSIR- NIScPR payable at new delhi.

19. Some of the provisions of General conditions of contract are given below. Interpretation however, shall be as given in the General conditions of Contract.

a. Defects Liability period: Three Month from the date of completion of work as certified by the employer.

b. Minimum value of Work for the Intermediate Certificate: Rs.50,000 (Rupees Fifty Thousand Only). Intermediate certificate for a lesser amount can be admitted for payment at the discretion of the Engineer.

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

d. Conditional tenders or tenders wherein the tenderer has not followed e-tendering procedure strictly, shall be rejected. The decision of T.O.C. shall be final.

20. Purchase preference will be given to Central Public Sector enterprises (CPSE) for award of works costing between Rs. 5 crores to Rs.100 crores as per provisions contained in Para 14.6.1 in CPWD Manual 2003and OM No.DPE/13(12)-2003-Fin. Vol. II dated 18.07.05 issued by department of public sector enterprises, Government of India.

21. The contractor is to submit the quarterly bills for the work done which shall be processed by the nominated in charge for the satisfactory work done.

22. The contractor is advised to visit site before quoting rates. Nothing extra will be paid for any lift/lead.

23. Corrupt or Fraudulent Practices:

24.1 Bidders & Suppliers shall observe the highest standard of ethics during the procurement and execution of the contract.

24.2 NIScPR will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

24.3 NIScPR will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.

24. Statutory taxes such as GST, TDS, Labour cess etc (as applicable) will be deducted from the bill GST (as applicable) will be deducted from the bill.

25. The work is to be carried out in running office; the contractor should plan the execution in such a way that working of office is not disturbed.

26. Any damages incurred during work execution shall be rectified by the contractor at his own cost.

Controller of Administration
coa@niscpr.res.in

Annexure-I

TENDER ACCEPTANCE LETTER

(To be given on company letter head)

Date:

To,

The Director
NIScPR,
Dr. K.S. Krishnan Marg,
New Delhi-110012

Sub: Acceptance of Terms & Conditions of Tender

Tender No.

Name of tender/Work: Comprehensive Annual Maintenance Contract of Sensor based water taps and urinal flushing system at NIScPR both Location (Pusa & S V Marg) New Delhi.

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/work' from the website(s) namely e-tendering portal https://etenders.gov.in/eprocure/app as per advertisement given in the above 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 GCC, Scope of work, Annexure(s), Schedule(s), Undertaking letter etc., which form, part of the contract agreement and I/We shall abide hereby 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/entirely.

5. I/We do hereby declare that our firm has not been blacklisted/debarred by any Govt. Deptt./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)

CSIR – NIScPR

NEW DELHI-110012

NAME OF WORK: - Comprehensive Annual Maintenance Contract of Sensor based water taps and urinal flushing system at NISCPR both Location (Pusa & S V Marg) New Delhi.

NAME OF AGENCY……

Tender fee information

Tender fee Rs. 500/- deposited in bank in favour of Director NIScPR.

Transaction No… ……Date…… Bank……

EARNEST MONEY DEPOSIT INFORMATION

Earnest money Rs. 4,000/- deposited in bank in favour of Director, NIScPR.

Transaction No…… Date…… Bank……

Signature of the contractor

The relevant details of bank account may be furnished for Electronic Clearance System (ECS). The beneficiary is requested to either provide the Photostat copy of cancelled cheque or to take attestation from concerned bank, as a documentary support.

BANK ACCOUNT DETAILS FOR RTGS / NEFT OF THE AGENCY

1. NAME AND ADDRESS OF THE AGENCY _____
2. NAME OF THE BANK _____
3. ACCOUNT NUMBER _____
4. BRANCH NAME _____
5. MICR No. _____
6. IFSC CODE _____

SIGNATURE OF THE CONTRACTOR

ARTICLES OF AGREEMENT

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

WHEAREAS the Employer is desirous of getting the work of _____ done and has caused drawings, schedule of quantities and specifications describing the work to be prepared.

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

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. In consideration of the payments to be made to them as herein after provided the contractor shall upon and subject to the conditions hereinafter contained execute and complete, the work at the rates specified in the attached schedule of quantities and with such materials as are provided for and in accordance in all respect with specifications, designs, drawings and instructions in writing. Time for carrying out the work will be _____ and the date of commencement shall be reckoned from the tenth day of issue of award letter.

2. The Employer shall pay to the Contractor such sums as shall become payable hereunder at the times and in the manner specified in the said conditions.

3. This agreement contains the following documents in addition to the pages of Articles of Agreement.

(i) General Conditions of Contract Page No._____ to _____
(ii) Special conditions Page No. _____ to _____
(iii) Additional Conditions Page No. _____ to _____
(iv) Indenture for Secured Advance Page No. _____
(v) Original tender document along with the covering letter of the firm dated _____ Page No:1 to _____
(vi) _____
(vii) _____
(viii) _____

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

Signed by the Contractor

In presence of

(1) _____

(2) _____

Signed by, for and on behalf of Employer

In presence of

1) _____

(2) _____

GENERAL CONDITIONS OF CONTRACT (GCC)

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 authorized by Director General for the purpose.

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

CONTRACTOR: - shall mean the individual or Firm or Company, whether incorporated or not, under- taking 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 SPECIFICATIOS

The contractor shall execute whole and every part of the work in the most substantial and workmanlike manner both as regards material and otherwise in every respect in accordance with the specifications. The contractor shall also conform exactly and faithfully to the design, drawings and instructions given in the respect of the work by 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 DEPOSITED (EMD)

EMD upto the value of **Rs.10,000/-** may be deposited in cash and when value of EMD exceeds Rs10,000/- then EMD should be deposited in the shape of **DD / PO** upto the value of Rs.25 lacs. If EMD amount is in excess of Rs 25 lacs then the excess amount over Rs.25 lacs 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 including cement & steel, plants, tools, appliances, implements, ladders, scaffolding, temporary works, etc. requisite or proper for the execution of the work whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or which may be necessary for the purpose of satisfying or complying to the requirements of Engineer, as to any manner as to which under these conditions he is entitled to be satisfied together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer **at the expense of the contractor** and the 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 this own cost. If, however, piped water is supplied by the Employer, the contractor shall pay for the water at **one per cent 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 for 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 installation and ensure that the quality of water used in the work is confirming to BIS codes and provide for any treatment at his own cost.

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

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

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

"SUFFICIENCY OF TENDER: The contractor shall be deemed to have satisfied himself before tendering as to the correctness and 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 regulation 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**, duties, octroi, toll tax, royalties and all other taxes in respect of this contract and the Employer shall not entertain any claim whatsoever in this respect. Tendered rates are inclusive of all taxes and levies payable under the respective statutes. However pursuant to the Constitution (Forty Sixth Amendment) Act, 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 contactor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Employer and further shall furnish such other information and documents as the Employer may require.

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

7. MATERIALS

a) If the specification 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 required to be used by him for the purpose of the contract only and value of the materials us supplied at the rates specified in the said schedule of materials and of the quantities incorporated in the work may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract or otherwise or against or from the Security deposit. All materials so supplied to the contractor by the Employer shall remain the absolute property of the Employer and the contractor shall be the trustee of the materials so supplied / procured and the said materials shall not be removed / disposed off from the site of the work on any account and shall be at all times open for inspection by the Engineer of 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 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 tine 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 lakhs and upto 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 authorized variation, if not returned by the contractor, shall be recovered at twice the issue rate, without prejudice to the provision of other conditions regarding return of materials governing the contract. In the event of its being discovered that the quantity of cement which is less than the quantity ascertained as herein before provided (along with 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 authorized by the Engineer, including lap pages, plus 3% wastage due to cutting into pieces. Over this theoretical quantity 2% plus/minus shall be allowed as variation due to wastage.

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

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

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

8. TESTING OF MATERIALS

The contractor shall provide assistance, instruments, materials, labour and any other arrangement normally

required for testing, checking of materials and workmanship as stipulated in the specifications and by statutory authority at his own cost. The Employer has the right to appoint the testing authorities. The contractor shall pay for the cost of test samples, its packing, transportation including testing fees. Failing his so doing, the same shall be provided by the Engineer at the expense of the contractor and the expenses shall 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 as thereafter as the Engineer may consider necessary until the expiration of the Defects Liability Period. The contractor shall employ competent Site Engineer/ Foreman as detailed in "special conditions" and as approved by the Engineer whose qualification must conform to be requirement specified by the Engineer who shall be constantly in attendance of the work while the men are at work. Any directions, explanations, instructions or notices given by the Engineer to such Site-Engineer or Foreman or any other authorized agent shall be held to be given to the contractor. In case contractor fail to provide engineering personnel as given in special conditions, the Employer shall have right to appoint the necessary engineering personnel requisite staff needed for proper Superintendence of work at the cost of contractor for the period of currency of contract inclusive of defect liability period.

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

(a) <u>For building and road works</u>
- (i) One Graduate Engineer, when the tendered cost of work exceeds Rs 10 lakhs.
- (ii) One qualified Diploma holder (overseer) with experience not less than 3 years when the tendered cost of work exceeds Rs. 5 lakhs but is less than Rs 10 lakhs.
- (iii) One qualified Diploma holder when the tendered cost of work is more than Rs 2 lakhs but less than Rs 5 lakhs.

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

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

(c) <u>For electrical works</u>
- (i) One qualified Graduate Engineer possessing Degree in Electrical Engineering from 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 Engineering with experience of not less than 3 years when tendered cost of work is more than Rs 37,000, but less than Rs. 75,000.
- (iv) One licensed Supervisor with experience of not less than 3 years when the tendered cost of work is more than Rs 7,500 and less than Rs 37,000.

(d) In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay reasonable amount not exceeding the amount shown below for each month of default. These recoveries are subject to modification, from time to time by CSIR based on CPWD.
- (i) In case when a Graduate Engineer is to be employed…….Rs. 3,000/-
- (ii) In case when a qualified Diploma holder is required to be employed.….Rs.1,500/-
- (iii)In case when a technical Supervisor is required to be employed…….Rs 750/-

e) The contractor shall on the request of the Engineer immediately dismiss from the works any person employed thereon who may in the opinion to 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 material 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. VARIAITON & PRICE FOR VARIATION

a) The Engineer with the approval of the Employer shall have power to make any alteration / 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 overheads except in case of departmental materials for which contractors profit and over- heads shall be 2.5 %. When such notice has been given, the Engineer with the consent of the Employer may agree to such a rate but if the Engineer does not agree to the contractor's rate the Engineer may cancel his order to carry out such class of work and arrange to carry out in such a manner as he may consider advisable.

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

f) "Deviation Limits":

(i)	Building work	30%
(ii)	Maintenance / Emergency works	50%
(iii)	Foundations works	100%
(iv)	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 unskilful 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 and reconstruct the work so specified in whole or in part, as the case may require or 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 constant 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 bride, 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 directly or indirectly interested in the contract, the Employer shall have the power to adopt any of the courses specified under clause – 23 as may be best suited to the interest of the Employer and in the event of any of the courses being adopted the consequences specified in the said clause shall ensure.

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

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, foot paths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract by inclemency of weather. The contractor indemnifies the Employer and holds him harmless in respect of all expenses arising from such injury or damages as aforesaid and also in respect of any award of compensation or damage consequent upon such claim including legal costs.

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

c) The contractor also indemnifies the Employer against all claim which may be made upon the Employer for acts during the currency of this contract by any employee or representative of an employee of the contractor or any sub-contractors, employed by him, for any injury to or loss or 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 non-compliance 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 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 therefore. Provided that the contractor shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the said Employer or his authorized representative.

16. LIEN IN RESPECT OF CLAIM IN OTHER CONTRACTS

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

b) It is agreed term of the contract that the sum of money so withheld or retained under this clause by the Employer will be kept withheld or retained as such by the Employer or till his claim arising out of in the same contract 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 no retain such sum or sums in whole or in part from the security deposit, if any, furnished as the case may be and also have a lien over the lien over the same pending finalization or adjudication of any such claim. In the event of the security deposit being insufficient to cover the claimed amount or amounts or if no security deposit has been taken from the contractor, the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same or any other contract, with the Employer or any contracting person pending finalization or adjudication of any such 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 amount or amounts in whole or in part from any sum payable to any Partner / Limited company as the case may be, whether in his individual capacity or otherwise.

b) The Employer shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed the contractor shall be liable to refund the 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 by the Employer to the contractor.

Provided that the Employer shall not be entitled to recover any sum over-paid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Employer on the one

hand and the contractor on the other hand, under any term of contract permitting payment for work after assessment by the Employer.

18. IN-CASE OF DEATH OF CONTRACTOR

Without prejudice to any of the rights 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, tradesman and others who may at any time be appointed by the Employer for executing any work or supplying any goods relating to the constructions, servicing, equipping or furnishing of the work under this contract.

20. COMPLIANCE TO LABOUR LAWS & APPRENTICE ACT

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, and rules and orders framed there under and other labour laws affecting contract labour and Apprentice Act, 1961 and 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 PER CENT 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 uncommented 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 (say for special jobs) to complete one -eight of the whole of the work before one-fourth of the whole time allowed under the contract has elapsed; three-eights of the work before one-half of such time has elapsed, and three-fourths of the work before three – fourths of such time has elapsed. However for special jobs if a time schedule has been submitted by the contractor and the same has been accepted by the Employer, the contractor shall comply with the said time schedule. In the event of the contractor failing to comply with this condition, he shall be liable to pay as compensation an amount equal to half per cent or such smaller amount as the Employer (whose decision in writing shall be final) may decide on the said cost of the work for every week that the due quantity of work remains incomplete. Provided that the entire compensation to be paid under the provisions of this clause shall not exceed ten per cent on the cost of the work as shown in the tender.

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

a) The work (whether fully constructed or not) and all materials, 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 operation, 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 operation (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 therefore, authorize such extension of time if any, which may, in this 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 judgment of the Employer (which shall be final and binding) he will be unable to ensure completion of the work by 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 be wound up or if a receiver or a manager on behalf of a creditor shall a 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 – 23 hereof.

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

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

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

(iii) After giving notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which 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 due to him by the Employer under his contract or any other account whatsoever or from his security deposit.

(iv) In the event anyone or more of the above courses being adopted by the Employer the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any 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 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 contactor on signing an indenture in the form specified by the Employer during the progress of the execution of the work may be paid if agreed by the Employer up to 75 per cent of the estimated value which shall take into account the market value and contracto4rs 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 contractor and which have been brought on the site in connection therewith and are adequately stored and protected against damage by weather or other causes buy which have not at the time of advance been incorporated in the works. When materials on account of which and 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. CERRTIFICATES & 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 then thousand, the contractor shall, on submitting the bill be entitled to receive a monthly payment proportionate to the part of at 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 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 rejected 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 bill shall be submitted by the contractor within two months of the date fixed for the completion of work or of the date of the certificate of completion furnished by the Employer and payment shall be made within three months if the value of the completed works is up to Rs. Two lakhs and in six months if the same exceeds Rs. Two lakhs of the submission of such bill. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months or six months as the case may be.

b) Whenever there is likely to be delay in recording detailed measurements for making a running payment, advance payment without detailed measurement for work done worked out at 75 per cent 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 foresaid 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 measurement of any work the Engineer of his authorized representative deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend 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 ay such event the measurement taken by the Engineer or buy the authorized representative deputed by him as the case may be, shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

e) The charges in the bills shall always be entered at the rates specified in the agreement or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the agreement at the rate determined as per clause – 10. However in case or partially executed items of work, the Employer at his discretion allows proportionate rates for such items 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 5% of the tendered value of the work. In addition, the contractor shall be required to deposit an amount equal to 5% of the

tendered value of the contract as Performance Security within the period prescribed for commencement of work in the letter of award issued to him.

b) In case a fixed deposit receipt of any scheduled bank is furnished by the contractor to the Employer as part of the security deposit and the bank goes into liquidation or for any reasons 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 deposit, provided always that the Employer for this purpose shall be entitled to recover the said percentage of the amount from each running bull 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 deposit at the time of tenders will be treated as part of the security deposit.

c) The contractor if he so desires may furnish fixed deposit receipt in advance towards the security deposit. Such fixed deposit receipt shall be of a minimum value 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 affected 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.

d) No partial refund of security deposit shall be made during the defect liability period. In case the final bill is not settled within stipulated period for reasons beyond control and the Employer is satisfied that the security deposit is not required for adjustment of 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.

e) 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 days of the Engineer shall inspect the work. It 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. It 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 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 materials supplied by the Department and / or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase the contractor shall be

compensated for such increase as per provisions detailed below and the amount of the contractor shall accordingly by varied, subject to the condition that compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of Clause 22 of General condition of Contract without levy of compensation under clause 20 of General condition of contract and also subject to the conditions that no such compensation shall be payable for a work for which the stipulated period of completion is eighteen months or less. Such compensation for escalation in the prices of materials and labour when due, shall be worked out based on the following provisions.

(i) The base date for working out such escalation shall be the last date of receipt of tender including extension, if any. .

(ii) The cost of work on which escalation will be payable shall be reckoned as 85% 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 advance has been paid), shall be included in the cost of work done for operation of this clause. Similarly, when such materials are incorporated in the work, the secured advance is deducted from the bill the full assessed value of the materials originally considered for operation of this clause shall be deducted from the cost of work shown in the bill running or final. Further the cost of work shall not include any work for which payment is made for any item at prevailing market rates.

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

$VM = W^{A} / _{100} \ X \ ^{(MI-MIO)} /_{MIO}$

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 per cent 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.
Mio= Index numbers of Wholesale prices in India for all commodities published by the Reserve Bank of India on the date of receipt of tenders.
VL= W X B/100 X (LI – LIo) / LIo

VL= Variation in labour cost i.e. increase or decrease 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 per cent of the total value of work and is predetermined as 25.
LI= All India consumer price index numbers for workers published by the Reserve Bank of India for the period under reckoning as for the period under consideration.
LIo= All India consumer price index numbers for industrial workers published by the Reserve Bank of India and valid on the stipulated date of receipt of tenders.

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

(i) The compensation for escalation shall be worked out at *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 eighteen months after the month (excluding) in which the tender was accepted and thereafter at six monthly intervals. At the time of completion of work, the last period for payment might become less than six months, depending on the actual date of completion.

(ii) The index (MI or LI) relevant to any six months for which such compensation is paid shall be the arithmetical average of the indices relevant to the six calendar months. If the period up to date of completion after the eighteen 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 (Mio or LIo) 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 deductible 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 (India Electrical & Electronics Manufacturers' Association) clause for 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

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

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

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

4. Any difference/dispute arising out of the agreement shall be referred to Delhi International Arbitration Centre(DIAC) , Delhi High Court, New Delhi.

5. That the work order and the rates quoted by the firm shall from part of this agreement.

31. DISMANTLED MATERIAL

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

32. PERFORMANCE GUARANTEE

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

SPECIAL CONDITIONS

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

1. Work shall be done as per CPWD specification (*with latest correction slip)*
   In case of any discrepancy, the order of precedence in interpretation shall be as under:-
   (i) Schedule of quantities
   (ii) Special conditions
   (iii) General conditions of contract
   (iv) Special Specifications (if any)
   (v) CPWD latest Civil and Electrical specifications
   (vi) IS codes
   (vii) BS and International codes
   (viii) Best Engineering practice

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

3. Recommended Makes of Various Materials for works of "**Comprehensive Annual Maintenance Contract of Sensor based water taps and urinal flushing system at NIScPR both Location (Pusa & S V Marg) New Delhi.**"

All materials/Makes which are not mentioned need to be got approved by engineer- in -charge before commencement of works.

*****SCOPE OF WORKS AND TERMS & CONDITIONS*****

1. The agency has to attend the complaint within 24 hrs. Non-attending complaints within 24 hrs. Will attract penalty Rs. 2,000/- (Rs. Two Thousand Only) per day

2. The contractor shall maintain the records of services rendered by him. The contractor shall ensure that the spare parts used for repair/replacement of the equipments shall be of genuine make only

3. The agency has to provide monthly mandatory services at each site in additional to attend break down call to ensure minimum breakdown and smooth functional of fixtures at both sites.

4. All the tools & T&P etc., required for day to day maintenance shall have to be arranged by the contractor.

5. In case of breakdown of any equipment the contractor shall be informed by the concerned staff and the agency shall locate the fault and shall arrange needful for remedial action.

6. Department shall not be responsible for any injury partial or permanent or death of any worker at site due to accident or servicing of the equipment or by the negligence of the agency's staff.

7. The work is of essential nature shall done on all the days including Sundays, holidays and gazetted holidays for which nothing extra shall be paid.

8. The agency has to hand over all the units/ system in functional condition after expiry of the contract.

9. The agency will be responsible for proper functioning and maintenance of all the units.

10. All the materials, whatsoever, to be supplied and provided by the contractor should be of standard and approved quality. These should be got approved from the Engineer-in-charge or his authorised representative before installation. No payment will be made for any unapproved or sub stand / rejected materials used on the work. Rejected materials should be removed from the site of work within 48 hours failing which the same will be liable for removal by the department at the risk and cost of contractor without any liability.

INDENTURE FOR SECURED ADVANCE

This indenture made the _____ day of _____ 200 between _____ (hereinafter called the contractor which expression shall where the context so admits or implies be deemed to include his heirs, executors, administrators and permitted assignees) of the one part and Council of Scientific & Industrial Research, New Delhi, a Society registered under the Societies Registration Act 1860 (hereinafter called the Employer which expression shall include its successors and assignees and authorized officers of the Society) of the other part.

WHEREAS by an agreement dated _____ (hereinafter called the said agreement) the contractor has agreed AND WHEREAS the contractor has applied to the Employer that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the Employer has agreed to advance to the contractor the sum of Rs. _____ (Rupees _____) on the security of materials the quantities and other particulars of which are detailed in accounts of secured advances attached to the running account Bill for the said works signed agreement and in consideration of the sum of Rs. _____ on or before the execution of these presents paid to the contractor by Employer (the receipt whereof the contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the contractor doth hereby covenant and agree with the Employer and declare as follows:-

1. That the said sum of Rs. _____ advanced by the Employer to the contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.

2. That the materials detailed in the said account of secured advance which have been offered to and accepted by the Employer as security are absolutely the contractor's own property and free form encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security for materials which are not absolutely his own property and free form encumbrances of any kind and the contractor indemnifies the Employer against all claims to any materials in respect of which and advance has been made to him as aforesaid.

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

4. That the contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protections against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the contractor's custody and on his own responsibility and shall at all times be open to inspection by the Employer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree that is due to reasonable use and wear thereof the contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Engineer.

5. That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Employer or any officer authorized by him on that behalf.

6. That the advances shall be repayable in full when or before the contractor receives payments from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. However, if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Employer will be at liberty to make a recovery from the contractor's bill for such payment by deducting therefrom 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 of provisions of the said agreement or of these presents the total amount of the advance of advances that may still be owing to the Employer shall immediately on the happening of such default be repayable by the contractor to the Employer together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all 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 repayments of the Employer of the said sum of Rs. _____ and any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the Employer may at any time thereafter adopt all or any of the following courses as he may deem best :-

    a. Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provisions in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and amount due in respect of advances under these presents and crediting the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the contractor he is to pay same to the Employer on demand.

    b. Removed and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus (if any) to the contractor.

    c. Deduct all or any part of the moneys owing out of the security deposit or any sum due to the contractor under the said agreement.

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

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

Signed sealed and delivered by the said contractor : _____
In the presence of
Signature: _____
Address :_____

Signed by : _____

By the order and direction of the Employer :_____

In the presence of

Signature : _____

Name : _____

Address : _____

PERFORMANCE GUARANTEE

To

Council of Scientific & Industrial Research

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

2. We, _____ Bank Ltd., (hereinafter) referred to as the 'bank' do hereby undertake to pay to the Council and amount not exceeding Rs. _____ against 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, t he liability of the Bank under this guarantee is restricted to Rs. _____ (Rupees _____ only) and claim or demand under this guarantee is presented to the Bank within six months from that date all the rights of Council under this guarantee shall be forfeited and the Bank shall be released and discharged from all obligations hereunder.

Schedule of Qty (SOQ)

N/w:- Comprehensive Annual Maintenance Contract of Sensor based water taps and urinal flushing system at NIScPR both Location (Pusa & S V Marg) New Delhi.

S.N.	Item Description	Qty	Unit	Rate (Rs.)	Amount (Rs.)
1	Providing Comprehensive Annual Maintenance services of sensor based **Automatic Water Taps (AWT) both wall mounted and basin mounted including** replacement of all mechanical/electrical parts, valves, batteries etc. for smooth functioning.	22	Each		
2	Providing Comprehensive Annual Maintenance services of **battery/electrically operated pot mounted** sensor-based **Urinal flushing system** (**UFS)** including replacement of all mechanical/electrical parts, valves, batteries etc. for smooth functioning.	37	Each		
	Total				