

सी.एस.आई.आर.-राष्ट्रीय वनस्पति अनुसंधान संस्थान

(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद)

राणा प्रताप मार्ग, लखनऊ-226009

C.S.I.R-NATIONAL BOTANICAL RESEARCH INSTITUTE

(Council of Scientific & Industrial Research)

Rana Pratap Marg, Lucknow-226001

आवरण पृष्ठ

Cover Page

निविदा प्रलेख

Tender Documents

कार्य का नाम:- Painting of vacant qtrs. at CSIR-Colony Nirala Nagar and Tagore Marg, Lucknow.

निविदा आमन्त्रण सूचना सं0 / NIT No.: - : 1/WKS/11/24-GL

अनुमानित लागत / Estimated Cost- : Rs.4,72,734/-

निविदा खुलने की तिथि / Date of Bid Opening:- :22.10.2024 at 03:30 P.M.

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**C.S.I.R.-NATIONAL BOTANICAL RESEARCH INSTITUTE,
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File No. 1/WKS/11/24-GL

कार्य का नाम:- Painting of vacant qtrs. at CSIR-Colony Nirala Nagar and Tagore Marg, Lucknow.

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Note:- Tenderer should confirm that they have received/downloaded all the above papers

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राणा प्रताप मार्ग, लखनऊ-२२६००९

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NOTICE INVITING E-TENDER

1. Online item rate e-tenders are hereby invited through the e-tendering portal "<https://etenders.gov.in>" for the work of "**Painting of vacant qtrs. at CSIR-Colony Nirala Nagar and Tagore Marg, Lucknow.**" from reputed contractors having worked with CPWD, MES, Railways, Post & Telegraph, State PWD's, Semi government/Govt. organizations or from those who have successfully carried out **similar works** for CSIR or its laboratories. The tenderers should have successfully completed at least three similar works amounting to 40 % (**Rs.1.90 lakhs**) or two similar works of 60 % (**Rs.2.84 lakhs**) or at least one work amounting to 80 % (**Rs.3.79 lakhs**) value of the estimated cost or above in a single contract during the last **Seven** years. The contractors may apply with proof of fulfilling the above conditions along with copies of PAN, GST registration number, satisfactory work completion certificates.
2. The contractor may apply through e-portal with scanned copies of above documents, and original may produce if required at any time.

Sl. No	Tender No.	Estimated Cost (Rs.)	Time of Completion of work	Earnest Money Deposit (Rs.)	Publish Date	Bid Document Download/ Sale start Date	Bid Submission End Date & Time	Bid Opening Date & Time
1.	1/WKS/11/24-GL	4,72,734/- CPWD DSR- 2023 & Market Rate (including GST & labour cess)	60 Days	9,455/-	15.10.24	15.10.24 from 06:55 PM	21.10.24 Up to 03:00 P.M.	22.10.24 at 03:30 P.M.

3. EMD of Rs.9,455/- shall be deposited in the form of Demand Draft/Pay Order/FDR drawn in favor of Director, CSIR-NBRI, Lucknow or UTR receipt of EMD deposited through RTGS/NEFT in State Bank of India NBRI branch, Lucknow in the account of "**National Botanical Research Institute, Lucknow, Saving Bank Account No.30267652846, IFSC code: SBIN0010173, MICR code: 226002051.**"
4. The scanned copy of EMD (UTR Receipt /DD/Pay Order/FDR) shall be uploaded along with Technical Bid to the e-tendering website by the bidder within period of bid submission. If Demand draft/Pay order/FDR has submitted then the original be dropped in tender box placed in the Room of Security Officer at main gate or by post, **latest by the last date & time of submission of bid** failing which their offer shall be rejected and CSIR-NBRI will not be responsible for postal delay in any manner.
5. Online bids submitted by intending bidders shall be opened only of those bidders who have deposited the EMD in said manner.
6. The tenderer has to indicate the name & telephone numbers of issuing agency of the completion certificates to enable the verification of the documents and will produce BOQ of work done for verification of similar nature items, if required. It may be noted that even after opening of price bid, the credential submitted are found to be false/forged, the offer submitted shall be rejected out rightly. No further clarification will be sought from the tenderers.

7. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted, any deviations from these may lead to rejection of the bid. Please read carefully the annexed “Instructions for Online Bid Submission” before submission of bid.
8. Intending tenderers are advised to take into account any corrigendum/Instructions/Information's published in respect of tender document before/submitting their bids.
9. Validity period of the tender shall remain for a period of 90 DAYS from the date of opening of tender for the purpose of acceptance and award of work, Validity beyond 90 days shall be on mutual consent.
10. The tenderer shall not be permitted to tender for works in the concerned unit of CSIR in which a relative is posted in the grade between Controller of Administration and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him and who are relatives as mentioned above.
NOTE: A person shall be deemed to be relative or 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) Son's Son, Son's daughter, Sons' daughter husband, daughter's husband, 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.
11. The tenderer shall inspect the site to acquaint himself fully about the conditions in regard to accessibility of site, nature and extent of ground, working conditions of site and locality including stacking of materials installations of tools and plants etc. Before tendering the tender the conditions effecting accommodations and movements of execution of work shall not be entertained by the institute under any circumstances.
12. Earnest Money will be forfeited if the contractors fail to commence the work within the period as mentioned in the work awarded letter.
13. The tenderer shall not impose any conditions or make any changes, additions, alterations and modifications in the on line tender form except quoting rates and amounts. Tenderer who desires to offer rebate, if any, shall mention in the separate covering letter and attach it with the tender documents.
14. If it is found that the tender is not submitted in proper manner or contains too many corrections or absurd rates of item, it would be open for the department to take suitable action.
15. Contractor must quote for all the items of the schedule otherwise their tenders are likely to be treated as incomplete.
16. The latest CPWD specifications shall be followed.
17. After award of work the contractor shall give the names, qualifications and detail of experiences of the supervisory staff to be deputed for the work. He shall also give a list of the major tools and plants to be deployed at the site.
18. The contractor shall execute an agreement and this tender document shall be part of the agreement.
19. Rates quoted by contractor shall be for complete work including labour cess, GST @ 18% or as applicable and all other taxes & duties etc. nothing extra shall be payable other than quoted rates. Statutory deduction, TDS on GST etc. as applied by the Govt. will be deducted from the contractor's bill, if required. Contractors are requested to refer clause no.5 of General conditions of contract for quoting rates of tender items. Labour cess should be deposited only through the new portal and the contractor will have to compulsorily register every work on the portal, for which the labour cess under the allotted registration number will have to be deposited and proof of the same must be submitted in the office, only after that the labour cess will be reimbursed.

20. The tenderer should see drawings and in case of doubt obtain required particulars, which may in any way influence his tender from the Engineer as no claim whatsoever will be entertained for any alleged ignorance thereof.
21. DEFECTS LIABILITY PERIOD. Twelve months from the date of completion as certified by the Employer.
22. SECURITY DEPOSIT: A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with the sum already deposited as Earnest Money, will amount to Security Deposit of 5% of the tendered value of the work. In addition, the contractor shall be required to deposit an amount equal to 5% of the tendered value of the contract as Performance security within the period prescribed for commencement of work in the Letter of Award issue to him.
23. COMPENSATION: Contractor shall pay as compensation as amount equal to one percent of such smaller amount as the Employer (whose decision in writing shall be final) may decide on the cost of the whole work as shown in the agreement for every week that the work remains uncompleted or unfinished or due quantity of work remains incomplete after the proper dates. Compensation to be paid shall not exceed 10% of the estimate cost of the work as shown in the agreement.
24. 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.
25. Canvassing in connection with the tenders is prohibited and the tenders submitted by the contractor who resort to canvassing are liable for rejection.
26. **Contractor must restore to original status-the auxiliary services/facilities (Roads, Sewerage, utilities, including removal of garbage and debris) affected during the construction process.**
27. **All safety measures to be followed as per the CPWD norms of safety and precautionary measures during execution of work. For any misshaping / incident etc. the contractor alone will be solely responsible.**
28. **Director, NBRI reserves the right to reject any or all the tenders without assigning any reason thereof.**
29. **In case of any discrepancy between the English & Hindi Version, the English Version shall prevail.**

Instructions for Online Bid Submission:

Prospective tenderers are advised to get themselves register at CPP-portal, obtain ‘Login ID’ & ‘Password’ and go through the instructions available in the Home Page after log in to the CPP-portal <https://etenders.gov.in> and they must have Digital Signature Certificate (DSC) of appropriate class.

The tenderer shall submit their tender only at CPP-portal in two separate cover parts i.e. **Cover-I as a Technical Bid** and **Cover-II as Price Bid** as per following details.

Technical Bid (Cover-I) containing scanned copy of EMD Fee etc.

The lists of scanned copies of following documents are to be furnished/uploaded by the Contractor along with **Technical Bid** as per the tender documents for pre qualification:

- I. Demand Draft/Pay Order/Banker’s Cheque/FDR or UTR receipt of RTGS/NEFT against deposit of EMD.
- II. Certificate of registration under GST as per NIT stipulation. If the bidder has not obtained GST registration in the State of UP then in such a case the bidder shall upload following undertaking with the bid documents “If work is awarded to me, I/we shall obtain GST registration certificate within 20 days from the date of receipt of award letter or before submission/payment of 1st R.A. bill.”
- III. Work completion/experience certificates of required value of similar works done.
- IV. PAN Card.
- V. Partnership deed, in case of partnership firm.
- VI. Undertaking for Non-Blacklisting/Debarring by any Govt., Semi Govt, CSIR, Public Sector organizations in last seven years on Non Judicial Stamp worth Rs.100.00 duly notarized.
- VII. The entire tender document of Technical Bid must be uploaded duly signed and stamped by the bidder.
- VIII. Scanned copy of signed Undertaking by the Bidder (Annexure-A) and any other papers ask for in the bidding documents.

Note: The acceptance / rejection of their bids will be intimated to the bidders/ firms through e-tendering portal.

Price Bid (Cover-II)

The price bid shall be uploaded with following document in Cover-II:

- I. All rates shall be quoted in the format provided (xls. Only) and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

Note: Uploading of bid documents in location other than specified above shall not be considered. The bid documents received in hard copy will stand rejected.

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Appendix

1.	Defect liability period	Twelve Months from the date of Virtual completion as certified by the engineer-in-Charge.
2.	Time of completion	60 Days Only
3.	Minimum value of work interim certificate	2.00 Lakhs. Or less Bill at the discretion of the Engineer -In-Charge.
4.	Earnest Money	Rs.9,455/- (Rs. Nine Thousand Four Hundred Fifty Five Only)
5.	Performance Security	5% of the tendered value of work to be deposited by successful tenders before execution of agreement.
6.	Liquidated damages for insufficient progress of work (Clause 23-B)	1% per week of the total cost of the work awarded subject to a maximum of 10% of the gross value of the work done or cost of work awarded whichever is more.
7.	Subsequent retention	Sufficient sum to make up 10% of the value of work done inclusive of earnest money subject to maximum of 5% of the tendered value are gross value of work done, whichever is more.
8.	Time of submission of final bill by the contractor.	Three months from the date of virtual completion.

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Particulars of Contractor

Name of Contractor : Mr.....
Firm of Contractor : M/s.....
Telephone No. (office) :
Office Address :
Residential Address :
As the firm limited : Yes.....Use/No.....

Give name and address of partners:-

	<u>Name</u>	<u>Address</u>
a)		
b)		
c)		
d)		
Partnership deed	: Please enclose with tender	
Name of Bankers	: M/s.....	
Power of attorney	: Enclosed attested copy/original power of attorney in case of firm.	

State: Name and address of person holding power of attorney:

Name :
Address :
Registration particulars :
a) Registered with :
b) Registered No. :
c) Financial limit upto :
which registered :
d) Trade for which registration:

Signature of Contractor

का 10 प्रतिशत या 5 लाख रुपये में से जो भी राशि कम हो, वर्षते कि प्रतिभूति जमा की पूरी राशि नकद या आवधिक जमा रसीद के रूप में नियोक्ता के पक्ष में गिरवा न की गई हो।

(ख) यदि संनिदाकार द्वारा नियोक्ता को अनुसूचित बैंक की आवधिक जमा रसीदे प्रतिभूति जमा के रूप में प्रस्तुत की जाती है तथा बैंक परिणगाता हो जाता है या किसी कारण से उक्त आवधिक जमा रसीद का गुगलान करने में असमर्थ हो जाता है तो उससे होने वाली हानि संविदाकार नहन करेगा तथा संविदाकार उपर्युक्त चालू बिल से घटे की इस राशि की पूर्ति के लिए तत्काल पांग करने पर अतिरिक्त प्रतिभूति प्रस्तुत करेगा। नियोक्ता द्वारा इस प्रकार की कटौती प्रतिभूति जमा के माध्यम से की जाएगी परन्तु इस कार्य के लिए नियोक्ता को द्वारा प्रत्येक चालू बिल से उक्त राशि का प्रतिशत वसूल करने का हक होगा जब तक कि प्रतिभूति जमा की हमेशा प्रत्येक चालू बिल से उक्त राशि का प्रतिशत वसूल करने का हक होगा। नियोक्ता द्वारा संविदाकार को देय हो या देय हो गयी हो, कटौती कर ली जाए। उपर्युक्त ऐसी किसी कटौती रो नियोक्ता द्वारा संविदाकार को देय हो या देय हो गयी हो, कटौती कर ली जाए। उपर्युक्त ऐसी कटौती के कारण यदि उसकी प्रतिभूति जमा घटाई जाती है तो संविदाकार दस दिन के अन्दर क्षतिपूर्ति का नकद प्रकार वसूल की गई राशि आवधिक जमा रसीद नियोक्ता के पक्ष में गिरती रहेगा। प्रतिभूति जमा उपर्युक्त दर से संविदाकार के चालू बिलों से एकत्र की जाएगी तथा निवादाओं के समय, यदि बवाना राशि जमा की गयी है तो उसे प्रतिभूति जमा के अंश के रूप में माना जाएगा।

(ग) यदि संविदाकार चाहता है तो वह प्रतिभूति जमा के रूप में आवधिक जमा रसीद अग्रिम के रूप में प्रस्तुत कर सकता है। ऐसी प्रत्येक आवधिक जमा रसीद कम से कम 25,000/- रुपये की होगी। (ऐसी आवधिक जमा रसीद राशि के आधार पर कम मूल्य की हो सकती है) चालू लेखा बिल से कोई वसूली की जानी है तो इस प्रकार वसूल की गई राशि आवधिक जमा रसीद से स्थानान्तरित नहीं की जाएगी। यह संविदाकार के हित में है कि वह प्रस्तुत की गई आवधिक जमा रसीद की पर्याप्तता के बारे में निरानी रखें।

(घ) दोषपूर्ण देनदारी अवधि के दौरान प्रतिभूति जमा की कोई आशिक वापसी नहीं की जाएगी। यदि नियंत्रण से बाहर के कारणों से अंतिम बिल का अनुबंधित अवधि में निपटान नहीं हो जाता और नियोक्ता इस बात से संतुष्ट हो कि इस या किसी संविदा के अधीन अन्य नियोक्ताओं को देय राशि अन्य देय राशि के समायोजन के लिए प्रतिभूति जमा अपेक्षित नहीं है तो नियोक्ता के एकमात्र स्विवेक से हम प्रतिभूति जमा राशि की पूर्ण रूप से या आशिक रूप से वापसी की जा सकती है।

(ङ) ठेके की समाप्ति पर यह प्रतिभूति जमा जब हो जाएगी तथा इस राशि की पूर्ति के लिए आवश्यक राशि नियोक्ता के साथ इस ठेके या किसी अन्य ठेके के अन्तर्गत ठेकेदार को देय धनराशि से वसूल की जाएगी।

27. समापन प्रमाणपत्र

निर्माण कार्य पूर्ण होने के दस दिन के अन्दर संविदाकार नियोक्ता को निर्माण कार्य पूर्ण होने की सूचना देगा तथा ऐसी सूचना की प्राप्ति के दस दिन के अन्दर इंजीनियर कार्य का निरीक्षण करेगा।

यदि कार्य में कोई दोष नहीं है तो नियोक्ता निर्माण कार्य पूर्ण होने का प्रमाण पत्र संविदाकार को देगा अन्यथा दोषों या कमियों को दर्शाते हुए निर्माण कार्य पूर्ण होने का प्रमाण पत्र जारी करेगा परन्तु निर्माण कार्य तब तक पूर्ण न समझा जाएगा जब तक कि संविदाकार पाइ, अतिरिक्त सामग्री, बूड़ा करकट जिनसे कार्य किया गया है तथा सभी झोपड़ियों और अपने कार्य के लिए अपेक्षित सफ़ाई व्यवरथाओं, रांगियाकार द्वारा निर्माण कार्य निश्चादन के लिए निर्माण स्थान पर बसाए गए व्यक्तियों को तथा काष से बनी सभी वस्तुओं : दरवाजों, खिड़कियों, दीवारों, फर्श या भवन के अन्य भागों में, या उनके ऊपर कार्य पूर्ण करने के कारण पड़े धब्बे, छीटे, मल नहीं हटा देता या उस वस्तुओं को गिरान-श्वल से नहीं हटा देता, जिनका अधिकार उसे निर्माण कार्य निश्चादन के उद्देश्य से दिया गया है। यदि संविदाकार निर्माण कार्य समाप्ति के लिए नियत तारीख तक या उसके पहले इस खड़ की अपेक्षाओं को पूरा नहीं करता तो नियोक्ता संविदाकार के जोखिम और खर्च पर

ऐसी कार्रवाई करेगा जिसे वह उचित समझेगा तथा संविदाकार का इसकी विक्री से वास्तव में वसूल की गई राशि के अलावा कोई दावा नहीं होगा।

28. मूल्य वृद्धि (ऐस्केलेशन):

यदि नियोक्ता द्वारा सामग्री की कीमत नहीं दी जाती है तथा/या निर्माण कार्य के निष्पादन के लिए अपेक्षित श्रमिकों की मजदूरी बढ़ जाती है तो संविदाकार को नीचे दिए गए प्रावधानों के अनुसार ऐसी वृद्धि के लिए क्षतिपूर्ति की जाएगी तथा तदनुसार संविदाकार की राशि फिल्ड-भिन्न होगी। मूल्य वृद्धि की क्षतिपूर्ति संविदा की निर्धारित अवधि के दौरान किए गए कार्य के लिए ही की जाएगी। इसमें वह अवधि भी है, जिसके लिए संविदा की सामान्य शर्तों के खंड 20 के अनुसार क्षतिपूर्ति की राशि की वसूली किए बिना संविदा की सामान्य शर्तों के खंड 22 के उपलब्धों के अनुसार विधिसम्मत रूप से बढ़ाई गई है। यह क्षतिपूर्ति इस शर्त के अनुसार भी की जाएगी कि ऐसे निर्माण कार्य के लिए किसी भी प्रकार की क्षतिपूर्ति की राशि देय नहीं होगी जिसके पूर्ण होने की निर्धारित अवधि छह महीने या इससे कम है। जब सामग्री मूल्य और आग में वृद्धि के कारण ऐसी क्षतिपूर्ति नहीं देय होगी तो उसकी निम्नलिखित उपलब्धों के आधार पर गणना की जाएगी:

मूल्य वृद्धि की गणना के लिए मूल तारीख वह अंतिम तारीख होगी जिसमें निविदाएं प्राप्त करनी अनुबंधित थी। कार्य की लागत जिस पर मूल्य वृद्धि देय होगी की गणना चालू या अंतिम बिल के अनुसार कार्य की लागत के रूप में की जाएगी तथा इस राशि से नियोक्ता द्वारा दी गई सामग्री के मूल्य और विशेष बिल से वसूल करने के लिए प्रस्तावित मूल्य की कटौती मूल्य वृद्धि के लिए क्षतिपूर्ति की राशि की गणना करने से पहले की जाएगी। यदि निर्माण-स्थल पर सामग्री का पूर्ण मूल्य (न कि घटायी गई राशि जिसके लिए प्रतिभूति उपार की राशि का मुगलान किया गया) इस खंड के प्रवर्तन के लिए किए गए निर्माण कार्य की लागत में शामिल किया जाएगा। इसी प्रकार जब इस प्रकार की सामग्री निर्माण कार्य के लिए प्रयोग में लाई जाती है तो प्रतिभूति (उधार की राशि बिल से घटा दी जाती है तथा इस खंड के प्रवर्तन के लिए मूल रूप से विचार की गई सामग्री का पूर्ण निर्धारित मूल्य चालू या अंतिम बिल में दर्शायी गए कार्य की लागत से घटाया जाएगा इसके अलावा निर्माण-कार्य की लागत में ऐसा कोई कार्य नहीं होगा जिसके लिए विद्यमान बाजार दरों पर मुगलान किया गया है। सामग्री और श्रमिकों के लिए वृद्धि की क्षतिपूर्ति की नीचे दिए गए फॉर्म्युला के अनुसार गणना की जाएगी:

$$VM = W \frac{A}{100} \times \frac{(MI - MIO)}{NIO}$$

UM — सामग्री लागत में परिवर्तन अर्थात् मुगलान या वसूल की जाने वाली राशि में वृद्धि या हास

W — किए गए कार्य की लागत की गणना जैसाकि उपर्युक्त उप खंड (ii) में दर्शाया गया है।

A — निर्माण-कार्य के कुल मूल्य के प्रतिशत के अनुसार व्यक्त सामग्री के घटक तथा जैसाकि 75 पूर्वनिर्धारित है।

MI — गणना की जाने वाले अवधि के लिए भारतीय रिजर्व बैंक द्वारा सभी प्रकाशित वस्तुओं के धोक मूल्य सूचकांक।

MIO — निविदाएं प्राप्त होने की तारीख को भारतीय रिजर्व बैंक द्वारा प्रकाशित सभी वस्तुओं के धोक मूल्य सूचकांक।

$$VL = W \frac{B}{100} \times \frac{LI - LIO}{LIO}$$

VL — श्रम लागत में परिवर्तन अर्थात् मुगलान या वसूल की गई राशि में वृद्धि या हास

W — किए गए निर्माण कार्य का मूल्य, गणना इसकी उपर्युक्त उप खंड (ii) के अनुसार की गई है।

B — निर्माण कार्य के कुल मूल्य के प्रतिशत के रूप में व्यक्त श्रम के घटक और जैसाकि 25 पूर्व निर्धारित है।

- LI — विचाराधीन अवधि के संबंध में गणना में शामिल अवधि के लिए भारतीय रिजर्व बैंक द्वारा प्रकाशित अखिल भारतीय उपभोक्ता मूल्य सूचकांक ।
- LIO — भारतीय रिजर्व बैंक द्वारा प्रकाशित अखिल भारतीय उपभोक्ता मूल्य सूचकांक तथा जो निविदाएं ग्राप होने की निर्धारित तारीख तक वैध हैं ।

- (छ) उपर्युक्त उप खंड (III) में उल्लिखित सूचकांक की गणना करते समय निम्नलिखित सिद्धान्तों का पालन किया जाएगा:
- मूल्य वृद्धि के लिए क्षतिपूर्ति की गणना अर्धवार्षिक अन्तराल पर तथा उक्त निर्माण-कार्य के छह कैलेंडर मास के दौरान किए गए कार्य की लागत के संबंध में की जाएगी । जिस मास में निविदा स्थीकृत की गई थी, उसके पश्चात् 6 मास के अंत में ऐसा पहला भुगतान किया जाएगा तथा उसके बाद 6 मास के अन्तराल पर भुगतान किया जाएगा । निर्माण-कार्य पूर्ण होने के समय भुगतान की अन्तिम अवधि 6 मास से कम हो जाएगी और वह निर्माण-कार्य समाप्त होने की घास्तविक तिथि पर निर्भर होगी ।
 - ऐसे 6 मास से संबंधित सूचकांक (MI या LI) जिसके लिए क्षतिपूर्ति का भुगतान किया गया है, 6 कैलेंडर मास से संबंधित सूचकांकों का गणितीय औसत होगा । यदि भुगतान की ऐसी अंतिम किस्त से 6 मास पूर्ण होने के बाद निर्माण-कार्य पूर्ण करने की अवधि 6 मास से कम है तब MI या LI सूचकांक उपर अवधि के अन्दर आगे बाले महीनों के लिए सूचकांकों का औसत होगे ।
 - आधार सूचकांक (MIO या LIO) उस मास से संबंधित होगा जिसमें निविदा ग्राप करना नियत था ।
- (ग) यदि निर्माण निष्पादन के लिए अपेक्षित सामग्री का मूल्य और/या श्रम मजदूरी घट जाती है तो निर्माण कार्य की लागत भी कम हो जाएगी और इस संविदा के अधीन कार्य की लागत से सामग्री के मूल्य और/या श्रम मजदूरी की कटौती की जा सकेगी तथा इस संबंध में इस खंड के अंतर्गत पहले दिया गया फार्मूला यथावश्यक परिवर्तन सहित लागू होगा परन्तु यदि संविदाओं के मामले में निर्माण कार्य पूर्ण करने की अवधि 6 मास या 6 मास से कम है तो पूर्व उल्लिखित सामग्रियों की कीमतों और/या श्रम मजदूरी में हास के लिए कोई समायोजन नहीं किया जाएगा ।

29. माध्यस्थम्

- (क) जहाँ संविदा में अन्यथा संपर्वधित है, वहाँ के सिवाय इसमें इसके पूर्व वर्णित विनिर्देशों, डिजाइनों, जारीखों और अनुदेशों के अर्थ से संबंधित और कार्य में प्रयुक्त कर्मकाल या सामग्री की क्यालिटी के संबंध में या किसी अन्य प्रश्न, दावे अधिकार, बात या चीज के संबंध में वह चाहे जो भी हो, जो रांचिया, डिजाइनों, विनिर्देशों, प्राकलनों, अनुदेशों या इन शर्तों से किसी भी प्रकार उद्भूत हुई है या उससे संबद्ध है या अन्यथा कार्यों के संबंध में है अथवा उसके निष्पादन या निष्पादन में असफलता से संयुक्त है, सभी प्रश्न और विवाद चाहे वे कार्य की प्रणाली के दौरान या उसके पूरे हो जाने या परिस्थिति के पश्चात् उद्भूत हुए हैं विवाद के समय वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद् के महानिदेशक द्वारा या यदि वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद् का कोई महानिदेशक नहीं है तो ऐसी नियुक्ति के समय उक्त परिषद् का प्रशासनिक प्रधान द्वारा नियुक्त व्यक्ति के एकमात्र माध्यस्थम् को निर्देशित किए जाएंगे । उस मध्यस्थ के, जिसको विवाद मूलतः निर्देश किया गया है किसी कारणवश कार्य करने के लिए अनिच्छुक होने या असमर्थ होने पर महानिदेशक या प्रशासनिक प्रधान संविदा के निर्वाचनों के अनुसार किसी अन्य व्यक्ति को मध्यस्थ के रूप में कार्य करने के लिए नियुक्त करेगा । ऐसा व्यक्ति निर्देश के संबंध में उस प्रक्रम से जिस पर उसके पूर्ववर्ती ने उसे छोड़ा था, आगे कार्यवाही करने का हकदार होगा । इस संविदा का एक निवंधन यह भी है कि वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद् के महानिदेशक द्वारा नियुक्त व्यक्ति से भिन्न अन्य किसी व्यक्ति को मध्यस्थ के रूप में कार्य नहीं करना चाहिए और यदि किसी कारण से ऐसा संभव नहीं है तो विवाद माध्यस्थम् को निर्देशित ही नहीं किया जाएगा । ऐसे सभी मामलों में जिनमें प्रशासन दावे की रकम दो लाख रुपये या इससे अधिक है, गप्परथ उपरे गचाट का कारण देगा ।

इस संविदा का एक निवंधन यह भी है कि माध्यस्थम् का इच्छुक संविदाकार इस खंड के अधीन माध्यस्थम् को निर्देशित किए जाने वाले विवाद या विवादों के साथ प्रत्येक ऐसे विवाद के संबंध में दावा की गई रकम या रकमों को भी विनिर्दिष्ट करेगा।

इस संविदा का एक निवंधन यह भी है कि यदि संविदाकार नियोक्ता से यह सूचना मिलने के लिए विवल संदाय के लिए तैयार है, 90 दिन के लिखित रूप में किसी दावे (दावों) की बावत माध्यस्थम् की कोई मांग नहीं करता है/करते हैं तो संविदाकार (संविदाकारों) का दावा अधिव्यक्त और पूर्ण रूप से वर्जित पाना जाएगा और नियोक्ता संविदा के अधीन उन दावों के संबंध में सब दायित्वों से उन्मीठित और निर्मुक्त हो जाएगा।

मध्यस्थ पचाट देने या प्रकाशित करने के समय को पक्षकारों की सहमति से समय-समय पर बढ़ा सकेगा।

ऊपर जो कुछ कहा गया है, उसके अधीन रहते हुए माध्यस्थम् अधिनियम 1940 या उसके साविधिक आशोधन या पुनराधिनियमित और उसके अधीन बनाए गए नियमों के उपबंध जो तत्समय प्रवृत्त हों, इस खंड के अधीन माध्यस्थम् निर्देश को लागू होंगे।

GENERAL CONDITIONS OF CONTRACT

1. INTERPRETATION

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

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

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

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

COMPENSATION: Shall mean all sums payable by way of compensation under any of the conditions shall be considered as reasonable compensation without reference to the actual loss or damage sustained and whether or not any damage sustained, and whether or not any damage shall have been sustained.

Words imputing persons include firms and corporations; words imputing the singular only also include the plural and vice versa where the context so required.

The headings are given to the clauses for convenience and they will not limit the meaning or scope of the clauses in any way.

2. DRAWINGS AND SPECIFICATIONS

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

3. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

- (a) The contractor shall provide at his own cost all materials, (except such materials, if any as may in accordance with the contract be supplied by the Employer) plants, tools, appliances, implements, ladders, scaffolding, temporary works, etc. requisite or proper for the execution of the work whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or which may be necessary for the purpose of satisfying or complying to the requirements of Engineer, as to any manner as to which under these conditions he is entitled to be satisfied together with carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer at the expense of the contractor and the expense 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 work 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 installations and ensure that the quality of water used in the work is conforming to BIS codes and provide for any treatment at his own cost.
- (c) The contractor shall be allowed to construct temporary wells in Employers' land for taking water for construction purpose only after he has permission of the Employer in writing. No charges shall be recovered from the contractor on this account but the contractor shall be required to provide necessary safety arrangement to avoid any accident or damage to adjacent buildings, roads and service lines. He shall be responsible for any accident or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.
- (d) The Employer on no account shall be responsible for the expenses incurred by the contractor for hired ground or water obtained from elsewhere.
- (e) Subject to availability the Employer may supply power at only one point from where the Contractor shall make his own arrangement for distribution including provision of electric meters, switches, fuses etc. at his own cost. These shall be in the custody of the Employer. If there is any hindrance caused to other works the contractor shall reroute or remove such temporary lines without any extra cost. Such temporary lines shall be removed after the completion of work. The cost of power consumed by the contractor shall be payable to the employer at rates fixed by the Employer, which would be deducted from the running account bills. However the Employer does not guarantee the supply of power and no compensation for any failure or short supply of power shall be entertained.

4. AUTHORITIES, NOTICES & PATENTS

- (a) The contractor shall conform to any regulations and bye-laws of any corporation and of any electricity supply company and authorities with whose systems the structure is proposed to be connected, and shall before making any variations from the drawing and specifications that may be necessitated for so conforming by giving written notice to the Engineer specifying the variations proposed to be made, the reasons for making it and apply for instructions thereon. If the compliance with this clause involves any extra work not included in this contract, he shall specify these items of work and the allowance of extra payment required on their account.
- (b) The contractor shall give all notices required by the said regulations or bye-laws to be given to any Authority and pay to such Authority or to any public office all fees that may be chargeable in respect of the works and lodge the receipts with the bill to the Engineer for reimbursement.

5. 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 contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of the Employer and further shall furnish such other information and documents as the Employer may require.
- (c) The contractor shall within a period of thirty days of imposition of any further tax or levy pursuant to the Constitution (Forty Sixth Amendment) Act, 1982 give a written notice thereof to the Employer that the same is given pursuant to this condition together with all necessary information relating thereto.

6. MATERIALS

- (a) If the specifications of schedule of items provide for the use of any material to be supplied by the Employer's stores or if it is required that the contractor shall use certain stores to be provided by the Employer as shown in the schedule of materials hereto annexed, the contractor shall be bound to procure and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the contract only and value of the materials so supplied at the rates specified in the said schedule of materials and of the quantities incorporated in the work may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract or otherwise or against or from the Security deposit. All materials so supplied to the contractor by the Employer shall remain the absolute property of the Employer and the contractor shall be the trustee of the materials so supplied/procured and the said materials shall not be removed/disposed off from the site of the work on any account and shall be at all times open for inspection by the Engineer or Employer. The contractor shall bear all incidental charges for carriage, storage and safe custody of all materials and against damage due to dampness, rain, sun, fire and theft and be fully responsible for their storage and maintenance. Any such material unused and in perfectly good condition in the opinion of the Employer at the time of the completion of work or termination of the contract, or earlier shall be returned to the Employer at a place directed by the Engineer at contractor's cost and at rates stipulated in the said schedule but in case the Employer decides not to take back the materials the contractor shall have no claim for compensation on account of any such materials supplied to him as aforesaid being unused by him or for any wastage or damage to any such materials.
- (b) If for any reason there is delay or non-supply of material as shown in the schedule, the contractor shall procure the same and complete the work in time after due intimation and approval of the Employer. The difference in price (between his procurement price and price shown in the schedule) shall be paid to the contractor. However in case approval of the Employer is not given, only suitable extension of time would be considered and no other claim of compensation/damages shall be payable by the Employer.
- (c) After completion of the work or on determination/termination of the contract, the theoretical quantity of cement to be used in work shall be calculated on the basis of statement showing quantity of cement to be used in different items of work provided in current Schedule for the purpose printed by CPWD. In case any item is executed for which the standard constants for the consumption of cement are not available in the above mentioned statement or cannot be derived from this statement, the same shall be calculated on the basis of standard formula to be laid down by the Engineer. Over this theoretical quantity of cement, shall be allowed a variation upto 3% plus/minus for works estimated cost of which as put to tender is not more than Rs 10 lakhs and upto 2% plus/minus for works estimated cost of which as put to tender is more than Rs 10 lakhs. The difference in the quantity actually issued to the contractor and the theoretical quantity, including authorised variation, if not returned by the contractor, shall be recovered at twice the issue rate, without prejudice to the provision of other conditions regarding return of materials governing the contract. In the event of its being discovered that the quantity of cement which is less than the quantity ascertained herein before provided (allowing variation on minus side as stipulated above) the cost of quantity of cement not so used, shall be recovered from the contractor on the basis of stipulated issue rates and carriage to site.
- (d) The provision of foregoing sub-clause shall apply Mutatis- Mutandis in the case of steel reinforcement or structural steel sections (each diameter/section or category shall be considered separately) except that the theoretical quantity of the steel shall be taken as the quantity required as per design or as authorised by the Engineer, including lappages, plus 3% wastage due to cutting into pieces. Over this theoretical quantity 2% plus/minus shall be allowed as variation due to wastage.
- (e) The provision of foregoing sub-clause shall apply Mutatis- Mutandis in the case of cables (other than under-ground cables), wires, conduits/GI pipes, GI/MS sheets used in various items of work shall be

calculated 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 3% plus shall be allowed for wastage of materials during execution in case of cables (other than under-ground cables), wires, conduits/GI pipes, and 10% plus in case of GI/MS sheets.

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

7. 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 risk. The Employer has the right to appoint the testing authorities. The contractor shall pay for the cost of test samples, its packing, transportation including testing fees. Failing his so doing, the same shall be provided by the Engineer at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract and/or from the Security Deposit or proceeds thereof or of a sufficient portion thereof.

8. CONTRACTOR'S ENGINEERS / FOREMAN & WORKMEN

- (a) The contractor shall give all necessary personal superintendence during the execution of the work and as long thereafter as the Engineer may consider necessary until the expiration of the Defects Liability Period. The contractor shall employ competent Site-Engineer/Foreman as per CPWD norms and as approved by the Engineer whose qualification must conform to the requirement specified by the Engineer who shall be constantly in attendance of the work while the men are at work. Any directions, explanations, instructions or notices given by the Engineer to such Site-Engineer or Foreman or any other authorised agent shall be held to be given to the contractor.
- (b) The contractor shall on the request of the Engineer immediately dismiss from the works any person employed thereon who may in the opinion of the Engineer be unsuitable or incompetent or who may in the opinion of the Employer misconduct himself.

9. ACCESS

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

10. VARIATION & PRICE FOR VARIATION

- (a) The Engineer with the approval of the Employer shall have power to make any alterations/omissions/additions and/or substitutions from the original specifications, drawings, designs, and written instructions and such alterations, omissions, additions, substitutions shall not invalidate the contract and any altered, additional, or substituted work which the contractor may be directed to do in the manner specified above as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The rates for such altered, additional or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order!
- (b) If the rates for the altered, additional, or substituted work are specified in the contract for the work, the contractor is bound to carry out the altered, additional, or substituted work at the same rates as 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 shall be based intention to charge for such class of work, supported by analysis of the rate claimed which shall be based on actual cost of work plus 10% as contractor's profit and over-heads 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 contractors' 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.

11. FAULTY MATERIALS, WORKMANSHIP & DEFECTS AFTER COMPLETION

- (a) The Engineer shall have powers to require the removal from the site of all materials and work 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 therefor 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 Chief Technical Examiner, that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, any defects, shrinkage or other faults which may appear within the defects liability period of six 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 six months of the completion of the work from the Engineer specifying the work, materials, articles defects or other faults complained of notwithstanding that the same may have been passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own cost. In case of any such failure, the Engineer may rectify or remove or re-execute the work or remove and replace with others, the material or articles complained of as the case may be at the risk and cost in all respects of the contractor.
- (c) In lieu of rectifying the work not done in accordance with the contract, the Employer may, allow such work to remain, and in that case make allowance for the difference in value, together with such further reduction as in his opinion may be reasonable.
- (d) Provided always that nothing in this clause shall relieve the contractor from his liability to execute the works in all respects in accordance with the terms and conditions of this contract, or from his liability to make good all defects.

12. WORKS TO BE OPEN FOR INSPECTION

- (a) All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer to visit the works shall have been given to the contractor, either himself be present to receive order and instruction or have a responsible agent duly accredited in writing present for that purpose.
- (b) The contractor shall give not less than seven days notice in writing to the Engineer before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up and place beyond the reach of measurement, any work without the consent in writing of the Engineer and the Engineer shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or the Engineer's consent obtained the same shall be uncovered at the contractors

expense or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

13. ASSIGNMENT OR SUB-LETTING

- (a) The contract shall not be assigned or sublet without the written approval of the Employer. And if the contractor shall assign or sub-let his contract or attempt to do so or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so or if any bribe, gratuity or gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor or any of his servants or agents to any person in the employment of the Employer in any way relating to his office or employment, or if any such employee or person shall become in any way directly or indirectly interested in the contract, the Employer shall have the power to adopt any of the courses specified under clause-23 as may be best suited to the interest of the Employer and in the event of any of the courses being adopted the consequences specified in the said clause shall ensue.
- (b) Where the contractor is a partnership firm, the approval in writing of the Employer shall be obtained before any changes in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement hereunder the partnership firm would have the right to carry out the work hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned or sublet in contravention of clause 13(a) and the same action may be taken and the same consequences shall ensue as provided in the said clause 13(a).

14. 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 inter alia 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 of life, of such employees, or for compensation payable under any law for the time being in force to any workmen or to the representative of any deceased or incapacitated workmen.
- (d) The contractor also indemnifies the Employer against all claims which may be made upon the Employer for acts during the currency of this contract by the Central/Sate Government or local Municipal authorities for the noncompliance of any laws, regulations, rules pertaining to wages act, safety act in force and any amendments thereof in respect of all labour and apprentices directly or indirectly employed in the work under this contract.
- (e) The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation costs, charges and/or expenses arising or accruing from or in respect of any such claim and/or damages as aforesaid from any sum or sums due or to become due to the contractor or security deposit.

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

15. 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.

16. WITHHOLDING & LIEN IN RESPECT OF SUMS CLAIMED

- (a) Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the Employer shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security deposit, if any deposited by the contractor and for the purpose aforesaid, the Employer shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalisation or adjudication of any such claim. In the event of the security deposit being insufficient to cover the claimed amount or amounts or if no security deposit has been taken from the contractor, the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same or any other contract, with the Employer or any contracting person pending finalisation or adjudication of any such claim.
- It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred above, by the Employer will be kept withheld or retained as such by the Employer till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company the Employer shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum payable to any Partner/Limited company as the case may be, whether in his individual capacity or otherwise.
- (b) The Employer shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed the contractor shall be liable to refund the amount of over-payment and it shall be lawful for the Employer to recover the same from him in the manner prescribed in sub-clause (a) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under-payment shall be duly paid by the Employer to the contractor.

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

17. IN-CASE OF DEATH OF CONTRACTOR

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

18. SUB-CONTRACTORS

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

19. COMPLIANCE TO LABOUR LAWS & APPRENTICE ACT

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

20. 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 uncommenced or unfinished after the proper dates.
- (b) And further to ensure good progress during the execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month (save for special jobs) to complete one-eighth of the whole of the work before one-fourth of the whole time allowed under the contract has elapsed; three-eighths of the work before one-half of such time has elapsed, and three-fourths of the work before three-fourths of such time has elapsed. However for special jobs if a time schedule has been submitted by the contractor and the same has been accepted by the Employer, the contractor shall comply with the said time schedule. In the event of the contractor failing to comply with this condition, he shall be liable to pay as compensation an amount equal to one 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 agreement.

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

- (a) The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Employer and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or war-like operations, the contractor shall, when ordered in writing by the Employer, remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid 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 upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for

the compensation shall be assessed by the Employer. The contractor shall be paid for the damage/destruction suffered and for restoring the material at the rates based on the analysis of rates tendered for in accordance with the provision of this agreement. The certificate of the Employer regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on the contractor.

- (b) Provided always that no compensation shall be payable for any loss in consequence of hostilities or war-like operations (i) unless the contractor had taken all such precautions against Air Raid as are deemed necessary by the A.R.P. Officers or the Employer, (ii) for any materials etc., not on the site of the work or for any tools and plant, machinery, scaffolding, temporary buildings and other things not intended for the work.
- (c) In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Employer.

22. EXTENSION OF TIME

- (a) If the contractor shall desire an extension of time for the completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Employer within thirty days of the date of hindrance on account of which he desires extension as aforesaid, and the Employer shall, if in his opinion (which shall be final) reasonable grounds shown therefor, authorise such extension of time if any, which may, in his opinion, be necessary or proper.
- (b) In the event, the value of work exceeds the value of the Bill of Quantities owing to variations the contractor shall be entitled to ask for extension of time in proportion to the increased value of work.

23. SUSPENSION OF WORK BY CONTRACTOR

- (a) The Employer may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damages in respect of any 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 unworkman-like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that in the judgement of the Employer (which shall be final and binding) he will be unable to ensure completion of the work by the date for completion or he has already failed to complete the work by that date.
 - (ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court of creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
 - (iii) If the contractor commits breach of any of the terms and conditions of this contract.
 - (iv) If the contractor commits any acts mentioned in Clause-13 hereof.
- (b) When the contractor has made himself liable for action under any of the cases aforesaid, the Employer shall have the following powers:
 - (i) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Employer shall be conclusive evidence). Upon such determination or rescission the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.
 - (ii) The Engineer may employ labour paid by the Employer and to supply materials to carry out the work or 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

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 this contract or any other account whatsoever or from his security deposit.
- (iv) In the event any one or more of the above courses being adopted by the Employer the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

24. SECURED ADVANCE

The contractor on signing an indenture in the form specified by the Employer during the progress of the execution of the work may be paid if agreed by the Employer upto 75 per cent of the estimated value which shall take into account the market value and contractors tendered rates for the finished item of any material which in the opinion of the Engineer is likely to be incorporated in the work within next three months, are non-perishable and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this clause are incorporated in the work the amount of such advance shall be deducted from the next payment made under any of the clause or clauses of this contract.

25. CERTIFICATES & PAYMENTS

- (a) No payments shall be made for a work estimated to cost Rupees ten thousand or less till the whole of the work shall have been completed and certificate of completion given. But in the case of a work estimated to cost more than Rupees ten thousand, the contractor shall, on submitting the bill be entitled to receive a monthly payment proportionate to the part of the work executed, and to the satisfaction of the Engineer, whose certificate of the sum so payable shall be final and conclusive against the contractor, provided the amount of work done is as per the value of intermediate certificate or for a lesser amount at the discretion of the Engineer as mentioned in the NIT. All such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed, or reected or be considered as an admission of the due performance of the contract, of any part thereof in any respect or the accruing of any claim nor shall it conclude, determine, or affect in any way the powers of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within two months of the date fixed for the completion of work or of the date of the certificate of completion furnished by the Employer and payment shall be made within three months if the value of the completed works is upto 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 measurements 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 aforesaid the Engineer may cause action within seven days of the date fixed as aforesaid, an authorised representative to measure up the said work in the presence of the contractor whose signature to the measurement will be sufficient warrant and the Engineer may prepare the bill from such measurements.
- (d) Before taking any measurement of any work the Engineer or his authorised representative deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend after such notice or fails to sign or to record the difference within a week from the date of measurement in the manner required by the Engineer then in any such event the measurements taken by the Engineer or by the authorised representative deputed by him as the case may be, shall be final and binding on the contractor and the contractor shall have no right to dispute the same.
- (e) The charges in the bills shall always be entered at the rates specified in the agreement or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the agreement at the rate determined as per clause-10. However in case of partially executed items of work, the Employer at his discretion allows proportionate rates for such items of work as determined by the Engineer whose certificate of the sum so payable shall be final and conclusive against the contractor.

26. SECURITY DEPOSIT

- (a) The contractor shall permit the Employer at the time of making any payment to him for the work done and measured to deduct sum at the rate of 10 % of the gross value of work done in each running bill along with the Earnest Money if any, as already deposited by the contractor will amount to 10 % of the estimated cost or Rs 5.0 lakhs whichever is less, unless full amount of security deposit in cash or in the form of fixed deposit receipts pledged in favour of the Employer has been deposited.
- (b) In case a fixed deposit receipt of any scheduled bank is furnished by the contractor to the Employer as part of the security deposit and the bank goes into liquidation or for any reason is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Employer to make good the deficit of such sum from the running bill as mentioned above. Such deductions will be held by the Employer by way of security deposit, provided always that the Employer for this purpose shall be entitled to recover the said percentage of the amount from each running bill till the balance of the amount of security deposit is realised. All compensation or the other sums of money payable by the contractor under the terms of this contract may be deducted from the security deposit or from the interest arising therefrom or from any sums which may be due to or may become due to the contractor by the Employer on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions aforesaid, the contractor shall within ten days make good in cash or further fixed deposit receipt pledged in favour of the Employer. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the earnest money if deposited at the time of tenders will be treated as part of the security deposit.
- (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 effected from running account bills, such recovered amount shall not be replaced with fixed deposit receipt. It is in the contractor's interest to keep a watch about the adequacy of the fixed deposit receipt submitted.
- (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.

- (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.

27. COMPLETION CERTIFICATE

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

28. ESCALATION

- (a) If the prices of materials not being supplied by the Employer and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contractor shall accordingly be varied, subject to the condition that compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of Clause-22 of General Conditions of Contract without levy of compensation under Clause-20 of General Conditions of Contract and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is six months or less. Such compensation for escalation in the prices of materials and labour when due, shall be worked out based on the following provisions.
- (i) The base date for working out such escalation shall be the last date on which the tenders were stipulated to be received.
- (ii) The cost of work on which escalation will be payable shall be reckoned as 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:

$$VM = W \frac{A}{100} \times \frac{(M1 - M0)}{M0}$$

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.

$$VL = W \frac{E}{100} \times \frac{(LI - Llo)}{Llo}$$

VL—Variation in labour cost i.e. increase or decrease in the amount in respect 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 industrial workers published by the Reserve Bank of India for the period under reckoning as for the period under consideration.

Llo—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 six months after the month in which the tender was accepted and thereafter at six monthly interval. At the time of completion of work, the last period for payment might become less than six months, depending on the actual date of completion.

(ii) The index (MI or LI) relevant to any six months for which such compensation is paid shall be the arithmetical average of the indices relevant to the six calendar months. If the period upto date of completion after the six months covered by the last such installment 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 Llo) 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 mutatis mutandis apply, provided that no such adjustment for the decrease in the prices of materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the work is six months or less.

29. ARBITRATION

(a) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality or workmanship or materials used on the work or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract, designs, specifications, estimates, instructions, orders on these conditions or otherwise concerning the works, or the execution of failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Director General, Council of Scientific and Industrial Research, at the time of such dispute or if there be no Director General, Council of Scientific and Industrial Research, the Administrative Head of the Council of Scientific and Industrial Research at the time of such appointment. The arbitrator to whom the matter is originally referred being unwilling or unable to act for any reason, such Director General or Administrative Head as aforesaid at the time of such inability or unwillingness to act shall appoint another person to act as arbitrator in

- the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Director General, Council of Scientific and Industrial Research or the Administrative Head of Council of Scientific and Industrial Research as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all. In all cases where the amount of dispute is rupees two lakhs and above, the arbitrator shall give speaking award.
- (b) It is also a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.
- (c) It is also a term of the contract that if the contractor does not make any demand for arbitration in respect of any claim in writing within 90 days of receiving the intimation from the Employer that the final bill is ready for payment, the claim of the contractor will be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims.
- (d) The Arbitrator may from time to time with consent of parties enlarge the time, for making and publishing the award.
- (e) Subject as aforesaid the provisions of the Arbitration Act, 1940, or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration reference under this clause.

विशेष शर्तें

1. इन निशेष शर्तों से संविदा के सामान्य विनिर्देशन और सामान्य शर्तों के अभिग्रह हैं।
2. निर्माण-कार्य सी पी डब्ल्यू के विनिर्देशन के अनुसार किया जाएगा। किसी प्रकार की विसंगति होने पर व्याख्या के लिए अग्रता का क्रम निम्नलिखित होगा:
 - (1) मात्राओं की अनुसूची
 - (2) संविदा की सामान्य शर्त
 - (3) विशेष शर्त, अतिरिक्त शर्त और अतिरिक्त विनिर्देश
 - (4) विशेष कार्य जिसकी विशिष्टियां संलग्न हैं।
 - (5) इलैक्ट्रिकल कार्य के लिए अतिरिक्त विनिर्देशन - नाली गनाना बॉक्स इत्यादि।
 - (6) सी पी डब्ल्यू आधुनिकतम सिविल एवं इलैक्ट्रिकल निर्माण-कार्य विनिर्देशन।
 - (7) आई एस कोड
 - (8) अन्तर्राष्ट्रीय कोड
 - (9) उत्तम इंजीनियरी प्रैक्टिस
3. स्टील
 - (i) संविदा में जैसा कि अन्यत्र बताया गया है वैसा ही स्टील दिया जाए जो आर सी सी कार्य के लिए प्रवलन छड़ों हेतु हो। स्टील कार्य की अन्य मर्दों के लिए ठेकेदार वैसा ही स्टील प्राप्त करेगा।
 - (ii) आर सी सी कार्य के लिए प्रवलन छड़ें उपलब्ध काइलों तथा सीधी लम्बाई की दी जाएंगी। छड़ों की मजबूती के लिए किसी भी प्रकार के दावे पर विचार नहीं किया जाएगा।
 - (iii) 10 मि. मी. व्यास से अधिक व्यास के स्टील का मामला सेक्षनल वेट के आदार पर नियमित किया जाएगा। भार परिकलन उस मानक सेक्षनल वेट से किया जाएगा जो के. लो. नि. वि. के नवीनतम विनिर्देशनों में लंबाई को बजन में परिवर्तित करने के लिए दिया गया है। किंतु 10 मि. मी. व्यास वाली स्टील की छड़ी के लिए निम्नलिखित प्रक्रिया अपनाई जाएंगी। प्रत्येक व्यास की स्टील की छड़ों का औसत सेक्षनल वेट निर्माण स्थल पर प्राप्त किए गए स्टील के प्रत्येक लॉट के नमूने से निकाला जाएगा। वास्तविक और मानक गुणांक में हुए परिवर्तनों को ध्यान में रखते हुए दी गई स्टील के वास्तविक बजन में आशोधन किया जाएगा और केवल इस आशोधित मूल्य को संविदाकार के खर्च में लिखा जाएगा।
 - (iv) स्टील की अनुग्रान मूलक खपत के संबंध में प्रवलन छड़ों को संविदा में बताए गए अनुसार घटिक वसूली के उद्देश्य से व्यास वार सही किया जाएगा।
4. सीमेंट
 - (1) संविदा में जैसा कि अन्यत्र उल्लेख किया गया सीमेंट निर्माण स्थल के लिए ही दिया जाएगा। फैक्ट्री के लिए तैयार सामग्री जैसे पूर्व निर्भित टाइल, खोखले कंक्रीट न्लाक, आर सी सी पाइप आदि नहीं दिए जाएंगे।
 5. जब तक कि मात्र की अनुसूची में अन्यथा उपलब्ध न किया गया हो, संविदाकार द्वारा दी गई दरों निर्माण कार्य तीव्र सभी उन्नाईयों, लिफ्टों और गहराई के लिए लागू होंगी तथा इस बारे में कुछ भी अतिरिक्त राशि देय नहीं होगी।
 6. खोदी गई अतिरिक्त मिट्टी जो इंजीनियर के कार्य की आवश्यकता के अलावा है, उसके संबंध में नियोक्ता द्वारा संविदाकार को यह अनुमति दी जाती है कि वह स्थान अपने विवेकानुसार इसका निपटान कर दे अथवा प्राइवेट फॉर्टी को खोदी गई अतिरिक्त मिट्टी वेर्च परंतु यदि नियोक्ता के किसी अन्य कार्य में उस मिट्टी की आवश्यकता नहीं है तो अतिरिक्त मिट्टी के निपटान या उसे ले जाने के लिए अंतिरिक्त राशि का भुगतान नहीं किया जाएगा।

अतिरिक्त शर्तें

1. संरचनात्मक एवं वास्तु संवधी आरेखों में कोई भी कार्य करने से पहले हमेशा उचित रूप से सह-सम्बन्ध स्थापित किया जाएगा। तथापि, निविदा के साथ संलग्न मात्राओं की अनुमूली में दी गई मदों में एवं संवंधित मद के आरेखन में किसी भी प्रकार की विसंगति होने पर पहले वाला प्रभावी होगा जब तक कि इंजीनियर द्वारा लिखित रूप से न दिया जाएगा।
2. निर्माण-कार्य निष्पादन के समय वर्षा, हिमपात, बाढ़ या अन्य किसी प्राकृतिक कारण से हुए नुकसान के लिए संविदाकार को कोई भुगतान नहीं किया जाएगा। निर्माण कार्य की हानि को क्षतिपूर्ति संविदाकार अपने खर्च से करेगा और इसके लिए किसी भी प्रकार के दावों पर विचार नहीं किया जाएगा।
3. प्रयोग की जाने वाली सभी सामग्री विनिर्देशनों के अनुसार और आइ एस आइ माके जहां जो लागू हो, के अनुसार होगा। दी गई आइ एस आइ मार्क का रांचेध नवीनतम बी आइ एस कोड से है जिसे निविदा खोलने की तारीख से पहले 30 दिन तक गारतीय मानक व्यारों द्वारा प्रकाशित किया गया है।
4. संविदाकार गानक विनिर्देशनों और/या इंजीनियर द्वारा दिए गए निदेश के अनुसार संपूर्ण आशिषात्मन(आशिषापनों) का कार्य—निष्पादन परिकाण करेगा तथा परिकाण प्रमाण-पत्र भी प्रस्तुत करेगा जेसा कि भ्यूनिसिपल/इलैक्ट्रिकल प्राधिकरों या अन्य किसी प्राधिकारी द्वारा अपेक्षित है। दिए गए शुल्क के अलावा ऐसे प्राधिकारियों को उस कार्य के लिए कुछ भी अतिरिक्त राशि देय नहीं होगी जिसकी रसीद प्रस्तुत करने पर प्रतिपूर्ति की जाएगी।

प्रतिभूत - आधार के लिए करार

यह करार एक पक्षकार के रूप में जिसे इसमें आगे संविदाकार कहा गया है, और इसके अंतर्गत उसके नारिस, निधातक, प्रशासक और अनुमत समनुदेशिती भी हैं, जब तक कि संदर्भ से ऐसा स्वीकार किया गया हो या सामग्रा गया हो और दूसरे पक्षकार के रूप में वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद, नई दिल्ली जो सोसाइटी रजिस्ट्रीकरण अधिनियम 1860 के अधीन एक रजिस्ट्रीकृत सोसाइटी है, जिसे इसमें आगे नियोक्ता कहा गया है तथा इसके अंतर्गत सोसाइटी के उत्तराधिकारी, रानुदेशिती और प्राविकृत भी हैं, के बीच आज जारी ब्राह्मण को किया गया है।

तारीख..... के करार (जिसे इसमें आगे उक्त करार कहा गया है) द्वारा संविदाकार सहमत हो गया है तथा संविदाकार ने नियोक्ता को यह आवदेन किया है कि वह उसे निर्माण स्थल पर पूर्ण रूप से उससे संबंधित तथा उसके द्वारा लाई गई सामग्रियों को प्रतिभूति के आधार पर उक्त करार के अनुसार इस प्रकार के निर्माण कार्य के लिए उधार की अनुमति दे जैसाकि उसने पूर्ण कार्य) इसमें सामग्री तथा श्रम की लागत और अन्य प्रभार भी शामिल है) के लिए नियत दरों पर निष्पादित करने का वचन दिया है और नियोक्ता संविदाकार को सामग्रियों की प्रतिभूति के आधार पर (रूपये.....) उधार देने के लिए सहमत हो गया है, सामग्री की मात्रा व अन्य विवरण तारीख..... को संविदाकार द्वारा हस्ताक्षरित उक्त निर्माण-कार्य के चालू लेखा विल दे रखने प्रतिभूत उधार के लेखा में लिए गए हैं और नियोक्ता को निर्माण-स्थल पर संविदाकार द्वारा लाई गई अन्य सामग्रियों की प्रतिभूति के आधार पर आगे कोई अन्य उधार को देने का है। यह करार इस बात का साक्षी है कि उक्त करार के अनुसार तथा उन विलेखों के निष्पादन तक अथवा उसके पहले नियोक्ता द्वारा संविदाकार को की गई रूपये..... की राशि (जिसकी रसीद संविदाकार एतद्वारा प्राप्त करता है) के प्रतिफलस्वरूप और इस प्रकार आगे उधार दी गई राशि (यदि कोई है) जैसाकि ऊपर उल्लिखित है, संविदाकार एतद्वारा प्रसंविदा करता है तथा नियोक्ता से सहमत है और निम्नलिखित प्रकार से घोषणा करता है:

1. उपर दिए अनुसार नियोक्ता द्वारा संविदाकार को उधार दी गई..... रूपये की राशि तथा उधार दी ई सभी या अन्य कोई राशि या राशियों, को संविदाकार उक्त निर्माण-कार्य का निष्पादन शीघ्रता से करने के लिए काम में जाएगा न कि इसका प्रयोग किसी अन्य उद्देश्य, जो भी हो, के लिए करेगा।
2. प्रतिभूत उधार के उक्त लेखा में दी गई सामग्री जिसके संबंध में प्रक्षात किया गया है और प्रतिभूति के रूप में नियोक्ता द्वारा स्वीकार की गई है, पूर्ण रूप से संविदाकार की अपनी संपत्ति है तथा सभी प्रकार से भारुक्त है और संविदाकार उस सामग्री की प्रतिभूति के आधार पर आगे और उधार प्राप्त करने के लिए कोई आवदेन करेगा जो पूर्ण रूप से उसकी अपनी संपत्ति नहीं है व सभी संविदाकार उस सामग्री के संबंध में नियोक्ता को सारे दावों की राशि की क्षतिपूर्ति करेगा, जिसके लिए उपर्युक्तागुणात् ऊरु उधार दिया गया है।
3. प्रतिभूत उधार के उक्त लेखा में दी गई सामग्री तथा वह सारी सामग्री जिसकी प्रतिभूति आधार पर आगे और उधार दिया जाएगा (जैसाकि ऊपर उल्लिखित किया गया है) जिसे इसके बाद उक्त सामग्री कहा जाएगा का प्रयोग केवल संविदाकार द्वारा इन्डीनियर के निदेशों तथा उक्त करार की शर्तों के अनुसार उक्त निर्माण-कार्य के निष्पादन के लिए किया जाएगा।
4. संविदाकार उक्त सामग्रियों के सभी जोखियों के संबंध में उधित निगरानी और सुरक्षित अनिरक्षा करेगा और सुरक्षा के लिए अपने छव्वे पर सभी आवश्यक तथा पर्यात व्यवस्थाएं करेगा तथा जब तक कि उक्त सामग्री का उपर्युक्त निर्माण कार्य में उपयोग नहीं हो जाता तब तक उक्त सामग्री संविदाकार की अस्तिरक्षा में तथा उसके आगे उत्तरदायित्व में उक्त निर्माण-स्थल पर रहेगी तथा किसी भी समय नियोक्ता या उसके द्वारा प्राप्तिकृत किसी अधिकारी के निरीक्षण के लिए खुली रहेगी। उक्त सामग्री या उसके किसी भाग की ढोरी ही जाने, उत्तेज नष्ट हो जाने या दृष्टिप्रस्तुत हो जाने या दृष्टिप्रस्तुत हो जाने गर उसके क्षय के लिए संविदाकार

उसी गुणता को द्वारा सामग्री में उसे अविनियोक्त बदल देता या उसको परम्परा और उसको यहाँ स्थिति में लाएगा जैसाकि इंजीनियर ने पांग की हो।

5. नियोक्ता या उसकी ओर से उसके द्वारा प्राधिकृत अधिकारों की लिंगित अनुमति के लिए उक्त सामग्री किसी भी कारण से उक्त निर्माण-स्थल से हटाई नहीं जाएगी।
6. उक्त करार की शर्तों और उपलब्धियों के अनुसार उक्त निर्माण-कार्य के लिए संविदाकार को देय कीमत नियोक्ता से प्राप्त करने से पूर्व उधार की राशि पूर्ण रूप से प्रतिसंदेय होगी तथापि यदि किए गए निर्माण-कार्य के बारे में संविदाकार को कोई अतः कालीन भैदाय किया जाता है तब प्रत्येक ऐसे संदाय पर नियोक्ता को ऐसे संदाय के लिए संविदाकार के बिल से वसूली करने का अधिकार होगा। यह वसूली संविदाकार के बिल से उस सामग्री के मूल्य को कटौती करके की जाएगी, जिसे वास्तव में निर्माण कार्य में प्रयोग में लाया गया है और जिसके संबंध में पहले वसूली नहीं की गई है। इस प्रयोजनार्थ मूल्य निर्धारण प्रत्येक सामग्री के संबंध में पहले वसूली नहीं की गई है। इस प्रयोजनार्थ मूल्य निर्धारण प्रत्येक सामग्री के संबंध में उन दरों पर किया जाएगा, जिन पर इन विलेखों के अंतर्गत उधार की राशि की गणना की गई।
7. यदि संविदाकार किसी समय उक्त करार या विलेख के उपबंध की किसी शर्त के पालन या निष्पादन में कोई चूक करता है तो वह उधार की कुल धनराशि जो नियोक्ता के पास हैं, ऐसी चूक होने के तुरन्त बाद नियोक्ता से उसी तारीख से 12 प्रतिशत वार्षिक व्याज के साथ उधार की तारीख से वापस लौटाने की तारीख तक वापस लौटाएगा और इसमें समस्त लागत प्रभार, क्षति और नियोक्ता द्वारा किए गए व्यय या उसकी वसूली के लिए या उस प्रतिशूलि के प्रवर्तन अथवा संविदाकार की चूक के कारण किए गए व्यय भी शामिल हैं। संविदाकार एतद्वारा प्रसंविदा करता है तथा तदनुसार उधार की राशि लौटाने के लिए नियोक्ता द्वारा कारार करता है।
8. रूपये..... की राशि और जैसाकि ऊपर बताया गया है उधार ली गई राशि या राशियों और इस विलेख के अंतर्गत देय समस्त लागत प्रभार, क्षति और खर्च की राशि नियोक्ता को लौटाने के साथ वह समस्त सामग्री का मूल्य ले लेता है परन्तु एतद्वारा यह सहमति प्रदान की जाती है और धोषणा की जाती है कि उक्त करार में किसी भी बात के बावजूद और उसमें दिए गए अधिकारों पर प्रतिकूल प्रभाव डाले विना जब कभी मुगातान और प्रतिसंदाय के लिए प्रसंविदा किया जाए तो उसे लागू किया जाएगा और देय राशि का मुगातान नहीं किया जाएगा। नियोक्ता इसके पश्चात् किसी भी समय निम्नलिखित प्रक्रियाओं में से किसी एक या सबको जैसा वह ठीक समझे अपना सकता है:-
 - (क) उक्त करार में इस निर्मित दिए गए उपलब्धों के अनुसार संविदाकार की ओर से उक्त निर्माण कार्य को पूरा करने में उक्त सामग्री या उसके किसी भाग का अभिग्रहण करना आर ऐसे उपयोग में लाना तथा इस प्रकार के निर्माण-कार्य को पूर्ण करने में प्रभावी वास्तविक लागत संविदाकार के खर्च में लिखना और इस विलेख के अन्तर्गत उधार की राशि के संबंध में देय राशि बताना और किए गए निर्माण कार्य की लागत के संबंध में संविदाकार को यह श्रेय प्रदान करना कि उसने उक्त करार के अनुसार प्रदंत मूल्य पर निर्माण-कार्य किया है। यदि संविदाकार का तरफ कोई बकाया राशि शेष है तो वह उसे नियोक्ता को उसकी भाँग पर वापस कर देगा।
 - (ख) अभिग्रहीत सामग्री या उसके किसी भाग को सार्वजनिक नीलामी द्वारा हटाना या उसे बेचना और उसकी विक्री से प्राप्त राशि को नियोक्ता को लौटाए जाने के लिए इस विलेख के अंतर्गत रोक रखना (प्रतिधारित करना) और अधिशेष (यदि कोई हो) का मुगातान संविदाकार को करना।
 - (ग) प्रतिशूलि जमा राशि में से समस्त राशि या उसके किसी भाग या उक्त करार के अंतर्गत संविदाकार को देय राशि की कटौती करना।
9. संविदाकार की ओर से हुई इन छूटों के अलावा जैसाकि ऊपर कहा गया उक्त उधार की राशि पर व्याज की राशि देय नहीं होगी।

इसके साक्ष्यस्वरूप और से नियोक्ता के आदेश व निदेशानुसार ऊपर लिखी तारीख और वर्ष में अपने अपने हस्ताक्षर कर दिए हैं।

गांधीजीकरण दे

हस्ताक्षर.....

नाम.....

पता.....

की उपस्थिति में हस्ताक्षर किए, मोहर लगाई और परिदात किया
नियोक्ता के आदेश व निदेशानुसार

हस्ताक्षर.....

नाम.....

पता.....

की उपस्थिति में हस्ताक्षर किए गए

संशोधन- निर्माण कार्य संविदा की शर्तें

क्रमांक	पृष्ठ	पैरा	संशोधन
1	2	1(क)	संशोधन 6 के स्थान पर 12 करे
2	5	1(छ)	"कार्य" के बाद नया 34 पैरा निम्नानुसार जोड़ें : "नियोक्ता" का अर्थ होगा महानिदेशक, सीएसआईआर अथवा इस कार्य हेतु महानिदेशक द्वारा प्राधिकृत कोई अधिकारी
3	6	पैरा 3 के बाद	पैरा 3 के बाद नया पैरा 3क जोड़ें :- "निविदा की पर्याप्तता" यह माना जाएगा कि निविदा करने से पूर्व निर्माण कार्य और मर्दों की उन्नति में उहत दर एवं मूल्य के लिए निविदा की शुद्धता और पर्याप्तता के संबंध में संविदाकार संतुष्ट है जबकि इन दरों एवं मूल्य में, अन्यथा उपलब्ध कराए जाने के अलावा, संविदा के अन्तर्गत संविदाकार के सभी दायित्व और निर्माण कार्य को ठीक प्रकार से पूरा करने और उसके रण-रणाव के लिए आवश्यक सभी मामले एवं वस्तुएं सम्मिलित होंगी।
4	8	6	उप पैरा (ज) जोड़ें :- खुले बाजार में अनुमोदित क्वालिटी के सीमेंट और स्टील की सहज उपलब्धता होने पर इन मर्दों को संविदाकार की आपूर्ति बनाना नियोक्ता का स्वच्छा निर्णय होगा।
5	8	8(a)	जोड़ें "संलग्नक III में संदर्भित"
6	9	10	उप पैरा 10 (छ) जोड़ें :- "अंतर सीमा" निर्माण कार्य 30% रण-रणाव/आकस्मिक कार्य 50% स्थापना कार्य 100% सेवा कार्य 30%
7	9	11(b) प्रथम पंक्ति पंचम पंक्ति सप्तम पंक्ति	संशोधन कर के इस प्रकार पढ़ें यदि लेखा परीक्षा/तकनीकी परीक्षण के आधार पर इंजीनियर अथवा नियोक्ता को ऐसा लगता है कि कोई भी कार्य निष्पादित किया गया है 6 के स्थान पर 12 (संशोधित) करें 6 के स्थान पर 12 (संशोधित) करें
8	12	19	जोड़ें :- "जारी आंख नहीं से गहने संविदाकार कॉर्टेमट लेबर एक्ट 1970 और कॉन्ट्रैक्ट लेबर सेन्ट्रल रुला 1971 के अधीन एक वैध लाइसेंस प्राप्त करेगा जो नि कारी के समापन तक वैध होना चाहिए।"
9	16	26(घ)	जोड़ें :- तथापि प्रतिभूति जमा की वापसी शर्ग अधिकारी से देय अथवा दावा प्राप्त न होने संबंधी लिखित विलयरेस के बाद ही की जाएगी
10	17	28	उप पैरा (घ) जोड़ें "नियोक्ता स्वेच्छा निर्णय से विशेष कार्य जैसे लिफ्ट एवं इलेक्ट्रिकल तथा मैकेनिकल इंस्टॉलेशन इत्यादि के मामले में, जहां मूल्य भिन्नता विलिंग निर्माण कार्य के समान नहीं है, मूल्यवृद्धि हेतु आईईएमए (इंडियन इलैक्ट्रॉनिक्स मैन्युफैक्चरर्स एसोसिएशन) क्लॉज की अनुमति दे सकता है।

13	18	पैरा 31 जोड़	पैरा 31 जोड़: "कार्य निष्पादन प्रत्याभूति" अंशिक अथवा संपूर्ण संविदा के कार्य का होना सुनिश्चित करने के लिए संविदा पर कार्य प्रदान करने के लिए प्राधिकृत अधिकारी द्वारा यथा आवश्यकता कार्ग सौंपे जाने से गूर्व रायिदावार रो कार्य निष्पादन प्रत्याभूति ली जा सकती है। कार्य निष्पादन न होने पर प्रत्याभूति भुलायी जा सकती है।
14	19	2	<p>संशोधन करें- किसी प्रकार की विसंगति होने पर निर्वचन में पूर्वता क्रम निम्नानुसार होगा:</p> <ul style="list-style-type: none"> i) परिणामों की अनुसूची ii)ड्राइवर्स iii)अतिरिक्त शर्तें iv)संविदा की सामान्य शर्तें v)वैशेष शर्तें vi)अतिरिक्त तकनीकी विनिर्देशन vii)सीपीडब्लॉडी नवीनतम सिविल एवं इलैक्ट्रिकल विनिर्देश viii)आईएस कोडस ix)अन्तर्राष्ट्रीय कोडस x)वेर्ट इंजीनियरी प्रेक्टिस
15	24		<p>संलग्नक III को निम्नानुसार जोड़ :</p> <p>संविदाकार का साइट अधीक्षण</p> <p>निर्माण कार्य पर ठेकेदार द्वारा स्टॉफ नियुक्त किया जाना। निर्माण कार्य के निष्पादन के दौरान संविदाकार द्वारा निर्मानिकत तकनीकी स्टाफ नियुक्त किया जाएगा</p> <p>(क) बिल्डिंग एवं सड़क निर्माण कार्य के लिए</p> <ul style="list-style-type: none"> i)निविदा की लागत 10 लाख से अधिक होने पर एक ग्रेजुएट इंजीनियर ii)निविदा की लागत 5 लाख से अधिक किन्तु 10 लाख से कम होने पर एक क्वालिफाइड डिप्लोमा होल्डर ओवरसियर जिसे कम से कम तीन वर्ष का अनुभव हो, iii). निविदा की लागत 2 लाख से अधिक किन्तु 5 लाख से कम होने पर न्यासिफाइड डिप्लोमा होल्डर <p>(ख) निविदा की लागत 50,000 रु. से अधिक होने पर सेनेटरी एवं जल आपूर्ति निर्माण कार्यों के लिए एक क्वालिफाइड डिप्लोमा होल्डर जिसे कम से कम 5 वर्षों का अनुभव हो, जिसमें से एक वर्ष का अनुभव सेनेटरी एवं जल आपूर्ति निर्माण कार्यों का हो,</p> <p>(ग) इलैक्ट्रिकल कार्यों के लिए</p> <ul style="list-style-type: none"> i) निविदा की लागत कम से कम 1.5 लाख होने पर एक क्वालिफाइड ग्रेजुएट इंजीनियर जिसके गास मान्यता प्राप्ता विश्वविद्यालय से इलैक्ट्रिकल इंजीनियरी में डिग्री हो तथा कम से कम तीन वर्ष का अनुभव हो अथवा इलैक्ट्रिकल इंजीनियरी में डिप्लोमा हो तथा कम से कम 7 वर्ष का अनुभव हो, ii) निविदा की लागत 75000 से अधिक और 1.5 लाख से कम होने पर एक ग्रेजुएट इलैक्ट्रिकल इंजीनियर जिसे कम से कम 2 वर्ष का अनुभव हो अथवा इलैक्ट्रिकल इंजीनियरी में डिप्लोमा होल्डर जिसे कम से कम तीन वर्ष का अनुभव हो।

			<p>iii) निविदा की लागत 37.00 रुपए से अधिक और 75000 रु से कम होने पर इलेक्ट्रिकल इंजीनियरी में एक डिप्लोमा होल्डर जिसे कम से कम 3 वर्ष का अनुभव हो।</p> <p>iv) कार्य की निविदा लागत 75000 से अधिक और 37000 रु से कम होने पर एक लाइसेंस ग्राप्ट सुपरवाइजर जिसे कम से कम तीन वर्ष का अनुभव हो।</p> <p>(घ) यदि संविदाकार तकनीकी स्टाफ को नियुक्त नहीं कर पता है तो चूक के लिए उचित राशि का भुगतान करना होगा जो प्रत्येक माह निम्नांकित राशि से अधिक नहीं होगी। यह तस्वीरी सीपीइल्यूडी के आधार पर सीएआईजार द्वारा समय- समय पर किए गए संशोधन के आधीन होगी।</p> <p>I) ग्रेजुएट इंजीनियर को नियुक्ति किए जाने के मामले में रु 3000/-</p> <p>II) क्वालिफाइड डिप्लोमा होल्डर को नियुक्ति किए जाने की आवश्यकता होने के मामले में रुप 15000/-</p> <p>III) तकनीकी तुफरवाइजर नियुक्ति किए जाने की आवश्यकता के मामले में रु 750/-</p>
16	16	क्लॉज 28 पैरा (ii)	<p>कार्य की लागत जिस पर मूलग वृद्धि का भुगतान किया जाएगा उसकी गणना नालू अथवा फाइलन विल के अनुसार कार्य की कीमत के 85% के अनुसार और इस राशि से नियोक्ता द्वारा आपूर्ति की गई सामग्री की कीमत</p> <p>कोई भी मद बाजार भी विद्यमान दरों के अनुसार की जाएगी।</p>

		सोएसआईआर में निर्माण कार्य हेतु संविदा का संशोधन	संशोधित पारधान
1	पृष्ठ 2 पैरा 17 (न)	निविदा में दी गई अनुमानित लागत की अधिकतम 10 प्रतिशत बयाना राशि सहित चालू रनिंग बिल में से किए गए कार्य के समान मूल्य जा अधिकतम 5.00 लाख (पाँच लाख रुपये मात्र) प्रतिभूति जमा के लिए काटा जाएगा।	बिल की कुल राशि के 10 प्रतिशत की दर से संविदाकार के प्रत्येक चालू बिल रनिंग बिल से काटा जाएगा जब तक कि यह राशि जमा की गयी बयाना राशि सहित कार्य के निविदा मूल्य की 5 प्रतिशत के बराबर हो जाए। इसके अलावा संविदाकार को संविदा की सीमत के 5 प्रतिशत के समान राशि को कार्य निष्पादन प्रतिभूति के रूप में उसे जारी किए गए पत्र में दी गई कार्य आरम्भ करने की तारीख तक जमा करना होगा।
2	पृष्ठ 15 पैरा 26 (क)	संविदाकार किए गए और मापे गए कार्य का कोई भुगतान करते रागय नियोजना को बयाना राशि पर्दि बढ़ाई है, के साथ प्रत्येक चालू विस में किए गए कार्य के कुल मूल्य के 10 प्रतिशत की दर से कटौती करने की अनुमति देगा। संविदाकार द्वारा पहले ही जमा की गयी वह बयाना राशि वह राशि होगी जो अनुमानित लागत का 10 प्रतिशत या 5 लाख रुपये में से जो भी राशि कम हो, वशर्ते कि प्रतिभूति जमा की पूरी राशि या आवधिक जमा रसीद के रूप में नियोकता के पक्ष में गिरवी न की गई हो।	उपर्युक्त 1 के अनुसार
		यदि नियोकता द्वारा सामग्री की कीमत नहीं दी जाती है तथा/या निर्माण कार्य के निष्पादन के लिए अपेक्षित श्रमिकों की भजदूरी बढ़ जाती है तो संविदाकार को नीचे दिए गए प्रावधानों के अनुसार ऐसी वृद्धि के लिए क्षतिपूर्ति की जाएगी तथा अनुसार संविदाकार की राशि भिन्न-भिन्न होगी। मूल्य वृद्धि की क्षतिपूर्ति संविदा की निर्धारित अवधि के दौरान किए गए कार्य के लिए ही की जाएगी। इसमें वह अवधि भी है, जिसके लिए संविदा का रागान्य शर्तों के खंड 20 के अनुसार क्षतिपूर्ति की राशि की वसूली किए विना संविदा की सामान्य शर्तों के खंड 22 के उपर्यों के अनुसार विधिमत्तम रूप से बढ़ाई गई है। यह क्षतिपूर्ति इस शर्ते के अनुसार भी की जाएगी कि ऐसे निर्माण कार्य के किसी भी प्रकार की क्षतिपूर्ति की राशि देय नहीं होगी जिसके पूर्ण होने की निर्धारित अवधि छह महीने या इससे कम है। सामग्री ग्रन्त्य और श्रम में वृद्धिके कारण ऐसी क्षतिपूर्ति देय होने पर उसकी गणना प्रावधान के आधार पर की जाएगी।	यदि नियोकता द्वारा सामग्री की कीमत नहीं दी जाती है तथा/या निर्माण कार्य के निष्पादन के लिए अपेक्षित श्रमिकों की भजदूरी बढ़ जाती है तो संविदाकार को नीचे दिए गए प्रावधानों के अनुसार ऐसी वृद्धि के लिए क्षतिपूर्ति की जाएगी तथा अनुसार संविदाकार की राशि भिन्न-भिन्न होगी। मूल्य वृद्धि की क्षतिपूर्ति संविदा की निर्धारित अवधि के दौरान किए गए कार्य के लिए ही की जाएगी। इसमें वह अवधि भी है, जिसके लिए संविदा का रागान्य शर्तों के खंड 20 के अनुसार क्षतिपूर्ति की राशि की वसूली किए विना संविदा की सामान्य शर्तों के खंड 22 के उपर्यों के अनुसार विधिमत्तम रूप से बढ़ाई गई है। यह क्षतिपूर्ति इस शर्ते के अनुसार भी की जाएगी कि ऐसे निर्माण कार्य के लिए किसी भी प्रकार की क्षतिपूर्ति की राशि देय नहीं होगी जिसके पूर्ण होने की निर्धारित अवधि अबरह महीने या इससे कम है। जब सामग्री मूल्य और श्रम में वृद्धिके कारण ऐसी क्षतिपूर्ति देय होने पर उसकी गणना प्रावधान के आधार पर की जाएगी।

संशोधन - निर्माण कार्य संविदा की शर्तें

क्रमांक	पृष्ठ	पैरा	संशोधन
1	7	5 (क)	<p>संविदाकार द्वारा कोट की गई दरों में बिक्रीकर/बैट (सेवा कर छोड़कर) क्रय कर , कुल बिक्री कर, इयूटी, चुंगी, मार्ग कर, रॉयलटी और इस ठेके से संबंधित अन्य सभी कर शामिल होंगे और नियोक्ता इस संबंध में किया गया किसी प्रकार का दावा स्वीकैकार नहीं करेगा। तथापि , सेवा कर के मामले में, संबंधित विभाग द्वारा मांगने पर ठेकेदार द्वारा इसका भुगतान किया जाएगा और जो वास्तवमव में और सत्यता से ठेकेदार द्वारा इसके भुगतान की संतुष्टि के बाद विभाग द्वारा इसकी प्रतिपूर्ति की जाएगी। उचित और उपयुक्तद सेवा कर की प्रतिपूर्ति प्राथमिकता से 7 दिनों के अंदर की जाएगी , लेकिन भुगतान के दस्तावेजी साक्षिय को प्रस्तुत करने के 30 दिनों के बाद नहीं , बशर्ते वे यथाक्रम हों। निविदत दरों में संबद्ध कानून के अन्त गंत देय सभी टैक्सद और लेवी शामिल हैं। तथापि संविधान अधिनियम (46वाँ संविधान) 1982 के अनुसार यदि कानूनी तौर पर कोई अन्यी कर या लेवी टैंडर प्राप्तव करने की तारीख के बाद लगाई जाती है और संविदाकार अनिवार्य और उचित रूप से कर/ लेवी की अदायगी करता है तो संविदाकार को अदायगी का प्रमाण प्रस्तु त करने पर राशि की नियमानुसार प्रतिपूर्ति कर दी जाएगी बशर्ते कि नियोक्ता की राय में इस प्रकार के भुगतान से यदि कोई हो, (जिसका निर्णय अंतिम एवं मान्यत होगा) संविदाकार के नियंत्रण में कार्य के निष्पादन में कोई विलम्ब न हो।</p>

*** SPECIAL CONDITIONS ***

1. These special conditions are meant to amplify the general specifications and general conditions of contract.
2. Work shall be done as per CPWD specification.

In case of any discrepancy the order of precedence in interpretation shall be as under,

- (i) Schedule of quantities.
- (ii) General Conditions of contract.
- (iii) Special Conditions, Additional Conditions & Additional Specifications.
- (iv) Specialist's work, the specification of which are attached.
- (v) Additional Specifications for Electrical works - conduit laying, boxes etc.
- (vi) CPWD latest civil and Electrical works specifications.
- (vii) I.S. Codes.
- (viii) International codes.
- (ix) Best Engineering practice.

3. STEEL

- (i) Steel to be issued as stated elsewhere in the contract shall be for reinforcement bars for RCC work. For all other items of steel work the contractor shall procure the same.
- (ii) Reinforcement bars for RCC work will be issued in available coils and straight lengths. No claim for straightening the bars whatsoever shall be entertained.
- (iii) Issue of steel of diameter's above 10 mm dia will be regulated on sectional weight basis, weight being calculated with the help of the standard sectional weights as given in the CPWD latest specifications for conversion of length to weight. However, for bars upto and including 10 mm dia the following procedure shall be adopted. The average sectional weight for each diameter shall be arrived at from samples from each lot of steel received at site. The actual weight of steel issued shall be modified to take into account the variations between the actual and the standard co-efficient and the contractor's account will be debited by the cost of this modified quantity only.
- (iv) For theoretical consumption of steel reinforcement bars will be balanced diameterwise for the purpose of penal recovery as envisaged in the contract.

4. CEMENT

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

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

***** ADDITIONAL CONDITIONS *****

1. The structural and architectural drawings, shall at all times be properly correlated before executing any work. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and drawings relating to the relevant item the former shall prevail unless and otherwise given in writing by the Engineer.
2. No payment shall be made to the contractor for any damage caused by rain, snowfall, floods or any other natural cause whatsoever during the execution of work. The damage to work will be made good by the contractor at his own cost, and no claim on this account shall be entertained.
3. All materials used shall be as per specifications and ISI marked wherever applicable. ISI marking referred relate to latest BIS code as published by Bureau of Indian Standards upto 30 days before the date of opening the tender.
4. The contractor shall give a performance test of the entire installation(s) as per standard specifications and/or as directed by the Engineer and will also submit Test certificates as are required by Municipal/Electrical authority or any other authority. Nothing extra shall be payable for the same other than the fees paid to such authorities which shall be reimbursed on production of receipts.

AMENDMENTS – CONDITIONS OF CONTRACT FOR WORKS

S.NO	PAGE	PARA	MODIFY
1.	2	1(a)	Amend Six to Twelve
2.	5	1(b)	Add a new sub para after 'WORK' as below :- "EMPLOYER" shall mean Director-Général, CSIR or any officer authorized by Director-General for the purpose.
3.	6	After para 3	Add a new para 3A :- "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".
4.	8	6.	Add sub para (g) as "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".
5.	8	8(a)	Add "Annexure III refers."
6.	9	10	Add sub para 10(f) as "Deviation limits". Building work Maintenance/emergency works 30% Foundation works 50% Services works 100% 30%
7.	9	11 (b) first line 5 th line 7 th line	Modify to read as "If it shall appear to the Engineer or to the Employer based on audit/ technical examination that any work has been executed." Amend six to twelve
8.	12	19	Amend six to twelve Add "Contractor shall obtain a valid license under Contract Labour (R&A) Act 1970 and Contract Labour (R&A) Central Rules 1971 before commencing work and which should be valid till the completion."
9.	16	26(d)	Add "However, release of security deposit would be only after written clearance of Labour Officer regarding no dues or claims is received."
10.	17	28	Add sub para (d) as "Employer shall have the discretion to permit the IEEMA (Indian 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."
11.	17	29 29	Modify as below :- ARBITRATION (a) Except where otherwise provided in the contract, all questions and disputes relating to the interpretation of the specifications, designs,

				<p style="text-align: right;">drawings and instructions herein before mentioned, and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, specifications, estimates, instructions, orders on these conditions or otherwise concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to Delhi International Arbitration Centre (DIAC), Delhi High Court, New Delhi.</p> <p>(b) It is also a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.</p> <p>(c) It is also a term of the contract that if the contractor does not make any demand for arbitration in respect of any claim in writing within 90 days of receiving the instruction from the Employer that the final bill is ready for payment, the claim of the contractor will be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims.</p> <p>(d) Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 2015 or any statutory modification or re-enactment thereof and the rules made there under and the time being in force shall apply to the arbitration reference under this clause</p>
12.	18	Add para 30		<p>Add para 30 to as under : "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. a employer's property and such material shall be disposed of to the best advantage the Employer according to instructions issued in writing by the Engineer.</p>

13.	18	Add para 31	<p>Add para 31 as : PERFORMANCE GUARANTEES "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.</p>
14	19	2	<p>Modify as "In case of any discrepancy, the order of precedence in interpretation shall be as under:-</p> <ul style="list-style-type: none"> (i) Schedule of quantities (ii) Drawings (iii) Additional conditions (iv) General conditions of contract (v) Special condition (vi) Additional Technical Specifications (vii) CPWD Latest Civil and Electrical specifications (viii) IS codes (ix) International codes (x) Best Engineering practice
15	24		<p>Add Annexure III as below ; Contractor's Site Superintendence</p> <p>Staff to be employed by contractor on works. The contractor shall employ the following technical staff during execution of works :-</p> <p>(a) For building and road works</p> <ul style="list-style-type: none"> (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 tendered cost of work is more than Rs.2 lakhs but less than Rs. 5 lakhs. <p>(b) For sanitary and water supply works one qualified diploma holder with experience of not less than 5 years, out of which one year should be in sanitary and water supply works when the tendered cost of work is more than Rs 50,000/-.</p> <p>(c) For electrical works</p> <ul style="list-style-type: none"> (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

				<p>(iii) less than 3 years, when the tendered cost of the work is more than Rs 75,000 but less than Rs 1.5 lakhs.</p> <p>(iv) 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.</p> <p>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.</p> <p>(d) In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay reasonable amount not exceeding the mount shown below for each month of default. These recoveries are subject to modifications from the time by CSIR based on CPWD.</p>
16	15	Clause 28 Para (ii)		<p>(i) In case when a Graduate Engineer is to be employed Rs 3,000/-</p> <p>(ii) in case when a qualified Diploma holder is required to be employed Rs 1,500.</p> <p>(iii) In case when a technical supervisor is required to be employed Rs 750.</p> <p>"The cost of work on which escalation will be payable shall be reckoned as 85% of the cost of the work as per the bills, running or final, and from this amount the value of material supplied by the Employer..... any items at prevailing market rates".</p>

**AMMENDMENT OF CONTRACT FOR
WORKS IN CSIR**

AMENDED PROVISION

1	Page 2 PARA 17(C)	Security deposit shall be deducted from the running bills at 10% of the gross value of work done and measured inclusive of Earnest Money subject to a maximum of Rs 5.00 Lakhs (Rupees five lakhs only).	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 for commencement of work in the letter of award issued to him. As per I above.
2	Page 15 para 26 (a)	Security deposit: The contractor shall permit the Employer at the time of making any payment to him for the work done and measured to deduct sum at the rate of 10% of the gross value of work done in each running bill alongwith the earnest money if any, as already deposited by the contractor will amount to 10% of the estimated cost or Rs 5.0 lakhs whichever is less, unless full amount of security deposit in cash or in the form of fixed deposit receipts pledged in favour of the Employer has been deposited.	
3	Page 16 para 28(a)	Escalation: If the prices of materials not being supplied by the Employer and/ or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contractor shall accordingly be varied, subject to the condition that compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of Clause 22 of the General Condition of Contract without levy of compensation under clause 20 of General Condition of Contract and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is six months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the provision.	Escalation: If the prices of materials not being supplied by the Employer and/ or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contractor shall accordingly be varied, subject to the condition that compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of Clause 22 of the General Condition of Contract without levy of compensation under clause 20 of General Condition of Contract and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is eighteen months or less. Such compensation for escalation in the prices of materials and labour when due shall be worked out based on the provision.

Further the earnest money deposit will be 2% of the estimated cost of work for works costing upto Rs 25 crores and Rs 50 lacs and 1% of the excess of the estimated cost over Rs 25 crore instead of 2.5% of the estimated cost with a maximum limit of Rs 1.00 lacs only being sought presently.

INDENTURE FOR SECURED ADVANCE

This indenture made the _____ day of _____ 199_____ between _____ (hereinafter called the contractor which expression shall where the context so admits or implies be deemed to include his heirs, executors, administrators and permitted assignees) of the one part and Council of Scientific & Industrial Research, New Delhi, a Society registered under the Societies Registration Act 1860 (hereinafter called the Employer which expression shall include its successors and assignees and authorised officers of the Society) of the other part.

WHEREAS by an agreement dated _____ (hereinafter called the said agreement) the contractor has agreed AND WHEREAS the contractor has applied to the Employer that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the Employer has agreed to advance to the contractor the sum of Rs. _____ (Rupees

) on the security of materials the quantities and other particulars of which are detailed in accounts of secured advances attached to the running account Bill for the said works signed by the contractor on _____ and the Employer has reserved to himself the option of making any further advance or advances on the security of other materials brought by the contractor to the site of the said works. Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs. _____ on or before the execution of these presents paid to the contractor by the Employer (the receipt whereof the contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the contractor doth hereby covenant and agree with the Employer and declare as follows:-

1. That the said sum of 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 from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor indemnifies the Employer against all claims to any materials in respect of which an advance has been made to him as aforesaid.
3. That the materials detailed in the said account of secured advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the contractor solely in the execution of the said works in accordance with the directions of the Engineer and in the term of the said agreement.
4. That the contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protections against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the contractor's custody and on his own responsibility and shall at all times be open to inspection by the Employer or any officer authorised by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Engineer.
5. That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Employer or any officer authorised 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 or provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Employer shall immediately on the happening of such default be repayable by the contractor to the Employer together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges; damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the contractor and the contractor hereby covenants and agrees with the Employer to repay and pay the same respectively to him accordingly.
8. That the contractor hereby charges all the said materials with the repayment to the Employer of the said sum of 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 utilise the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provisions in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and 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 : _____

Name : _____

Address : _____

Signed by _____

by the order and direction

of the Employer :

In the presence of _____

Signature : _____

Name : _____

Address _____

To

PERFORMANCE GUARANTEE

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 Guarantee as herein provided for Rs. _____ (Rupees _____ only) from a Scheduled Bank towards due performance of the contract by the Contractor as per the terms and conditions of the contract on the condition that the Bank on demand from the Council and without demur pay to the Council the aforesaid amount.

2. We, _____ Bank Ltd., (hereinafter) referred to as the 'bank' do hereby undertake to pay to the Council and amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Council by reasons of any breach or breaches of any of the terms of conditions of the said agreement by the said contractor.
3. We, _____ Bank Ltd., do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Council by stating the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Council for reasons of any breach by the said contractor(s) of any of the terms & conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____
4. This guarantee shall come into force immediately and continue in force and remain valid till six months after the completion of all works under the said contract which according to the terms of the said contract, should be six months from the probable date of completion viz., the _____ day of _____ . If, however, the period of the completion of the works under the said contract is for any reason extended and upon such extension if the Contractor fails, before the terms of this guarantee expires, to furnish a fresh or renewed guarantee for the extended period, the Bank shall pay to Council the said sum of Rs. _____ or such lesser sum as Council may demand.
5. This guarantee shall not be affected by any change in the constitution of the Bank or of the Contractor.
6. Notwithstanding anything hereinbefore contained, the liability of the Bank under this guarantee is restricted to Rs. _____ (Rupees _____ only) and the guarantee shall remain in force till _____ day of _____ 19____ unless claim or demand under this guarantee is presented to the Bank within six months from that date all the rights of Council under this guarantee shall be forfeited and the Bank shall be released and discharged from all obligations hereunder.

CONTRACTOR'S SITE SUPERINTENDENCE

Staff to be employed by the contractor on works: The contractor shall employ the following technical staff during execution of works:

- (a) For Building and Road works
 - i. One Graduate Engineer, when the tendered cost of work exceeds Rs.10 lakhs.
 - ii. One qualified Diploma holder (Overseer) with experience not less than 3 years when the tendered cost of work exceeds Rs. 5 Lakhs but is less than Rs.10 Lakhs
 - iii. One qualified Diploma holder when tendered cost of work is more than Rs.2 lakhs but less than Rs.5 lakhs
- (b) For Sanitary and Water Supply works one qualified Diploma holder with experience of not less than 5 years, out of which one year should be in sanitary and water supply works when the tendered cost of work is more than Rs. 50,000/-.
- (c) For Electrical works
 - i. One qualified Graduate Engineer possessing Degree in Electrical Engineering from recognized University with an experience of not less than 3 years or a Diploma holder in Electrical Engineering with in experience of not less than 7 years when the tendered cost of the work is not less than Rs.1.5 Lakhs.
 - ii. One Graduate Electrical Engineer with two Years experience or a Diploma holder in Electrical Engineering with experience of not less than 3 years, when the tendered cost of the work is more than Rs.75,000/- but less than Rs.1.5 Lakhs.
 - iii. One Diploma holder in Electrical Engineering with experience of not less than 3 years when tendered cost of work is more than Rs.37,000/- but less than Rs.75,000/-.
 - iv. One licensed Supervisor with experience of not less than 3 years when the tendered cost of work is more than Rs.7,500/- and less than Rs.37,000/-.
- (d) In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay reasonable amount not exceeding the amount shown below for each month of default. These recoveries are subject to modifications from time to time by CSIR based on CPWD:
 - i. In case when a Graduate Engineer is to be employed Rs.3000/-.
 - ii. In case when a qualified Diploma holder is required to be employed Rs.1500/-.
 - iii. In case when a technical supervisor is required to be employed Rs.750/-.

ADDITIONAL CONDITIONS OF CEMENT AND STEEL

CONDITIONS FOR CEMENT

1. The contractor shall procure 33 grade (conforming to IS: 269) or 43 grade (conforming to IS: 8112) ordinary Portland cement, as required in the work, from reputed manufacturers of cement, having a production - capacity of one million tones per annum or more, such as ACC, L&T, JP Rewa, Vikram, Shri Cement, Birla Jute and Cement Corporation of India etc., as approved by Ministry of Industry, Government of India, and holding, license to use ISI certification mark for their product whose name shall be got approved from the Engineer in charge. Supply of cement shall be taken in 50 Kg. Bags bearing manufacturer's name and ISI marking, samples of cement arranged by the contractor shall be taken by the Engineer in charge and got tested in accordance with provisions of relevant BIS codes. Incase test results indicate that the cement arranged by the contractor does not conform to the relevant BIS Codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time or written order from the Engineer in charge to do so.
2. The cement shall be brought at site in bulk supply of approximately 50 tones or as decided by the Engineer in charge.
3. The cement godown of the capacity to store a minimum of 2000 bags cement shall be constructed by the contractor at site of work for which no extra payment shall be made. Double lock provisions shall be made to the door of the cement godown. The keys of one lock shall remain with the Engineer in charge or his authorized representative and the key of the other lock shall remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement by the Engineer at any time.
4. The contractor shall supply free of charge the cement required for testing. The cost of tests shall be borne by the contractor.
5. The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in Clause 6 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in Clause 6 of the contract and shall be governed by conditions laid therein.
6. Cement brought to site and remaining unused after completion of work shall not be removed from site without written permission of the Engineer in charge.

CONDITIONS FOR STEEL

1. The contractor shall procure steel reinforcement bars conforming to relevant BIS codes from main procedures as approved by the Ministry of steel. The contractor shall have to obtain and furnish test certificates to the Engineer in charge in respect of all supplies of steel brought by him to the site of work. Samples shall also be taken and got tested by the Engineer in charge as per the provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to BIS codes, the same shall stand rejected and shall be removed from the site work by the contractor at his cost within a week's time from written orders from the Engineer in charge to do so.

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Item Rate BoQ

Tender Inviting Authority: Director, C.S.I.R. - National Botanical Research Institute, Rana Pratap Marg, Lucknow.

Name of Work: Painting of vacant qtrs. at CSIR-Colony Nirala Nagar and Tagore Marg, Lucknow.

Contract No: 1/WKS/11/24-GL

Name of the Bidder/ Bidding Firm / Company :						
PRICE SCHEDULE						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
SI. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	2571.00	Sqm		0.00	INR Zero Only
2	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	257.00	Sqm		0.00	INR Zero Only
3	Applying priming coats with primer of approved brand and manufacture, having low VOC (Volatile Organic Compound) content. With water thinnable cement primer on wall surface having VOC content less than 50 grams/ litre	257.00	Sqm		0.00	INR Zero Only
4	Distempering with 1st quality acrylic distemper (ready mixed) having VOC content less than 50 gram/litre, of approved manufacturer and of required shade and colour all complete to achieve even shade and colour : Two or more coats.	2571.00	Sqm		0.00	INR Zero Only
5	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : One or more coats on old work.	601.00	Sqm		0.00	INR Zero Only
6	Note:-Rates should be quoted inclusive of all Taxes, GST @ 18% etc.					
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words			INR Zero Only			

Annexure-A

UNDERTAKING BY THE BIDDER

File No.: 1/WKS/11/24-G1

Name of Work:- Painting of vacant qtrs. at CSIR-Colony Nirala Nagar and Tagore Marg, Lucknow.

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

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

Signature with Seal and date

Technical Specifications for Civil Work

All materials shall be of quality as specified in tender document and approved by the engineer in-charge of civil work:

1. Coarse sand and fine sand shall be conforming to grading zones III and IV, respectively.
2. Stone aggregate shall be crushed stone grit of specific grade as approved by the Engineer In-charge.
3. All materials, fixture and fittings, required for this work, which are available with ISI certificate mark, will be of that quality, even if not specified in the item.
5. The contractor shall have to arrange sample of granite stone for approval before using at site. The granite stone shall be of natural uniform colour and approved quality. The colours may be combination of light and dark shade such Sadar ali/ Jet Black/Lakha red or as approved by the Engineer In-charge.
6. All anodised aluminium fittings & fixtures of doors and windows available in market have to be powder coated in similar quality, colour & shade of aluminium section used in work. **Nothing shall be paid extra for powder coating of door/ window fittings & fixtures, therefore bidders are requested to quote their rates accordingly.**
7. Vitrified tiles shall be used minimum **double charge** range/ series of vitrified tiles as per IS: 15622 - 2017 or other relevant latest IS code as applicable in the entire building and nothing shall be paid extra, therefore bidders are advised to quote their rates accordingly for vitrified tile items.
8. Building rubbish received from dismantling work shall be removed from site and to be disposed off at an authorised municipal dumping yard is the contractor's responsibility.
9. Contractor is bound to make sufficient arrangements for safety of his men power & material and also to make a dust free safety barrier around the work site to avoid any accident. Nothing shall be paid extra for making these essential arrangements.
10. Best quality of bricks as mentioned in schedule of quantity shall be used in construction work. The contractor has to submit sample of bricks for approval, before arranging the bricks in bulk quantity.

Signature of tenderer

LIST OF APPROVED MAKES OF ITEMS FOR CIVIL WORK

Sl No.	Description of material	Make and Manufacture's Name
1	Paint Items-	Asian/Berger/Nerolac or eqvt. approved make.
2	Other items	Approved make/as per CPWD specification/BOQ.

Signature of tenderer