

S N BOSE NATIONAL CENTRE FOR BASIC SCIENCES

BLOCK-JD, SECTOR-III
SALT LAKE, KOLKATA-700106

e-TENDER DOCUMENT

FOR

Construction of Ramp, shed including lifting arrangements for the compactor, approach road, drainage etc. for Waste Compactor Machine at SNBNCBS, Salt Lake, Kolkata

TENDER REFERENCE: **SNB/ENGG/NIT/Shed/2021-22/02**



SATYENDRA NATH BOSE NATIONAL CENTRE FOR BASIC SCIENCES
[An Autonomous Institute Under Department of Science & Technology,
Government of India]

BLOCK JD, SECTOR III, SALT LAKE, KOLKATA- 700 106

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Ref. SNB/ENGG/NIT/Shed/2021-22/02

Date: 09.09.2021

NOTICE INVITING e-TENDER

E-Tender is hereby invited for the following work in two parts (Technical and Price Bids) through E-Tender mode available at <http://eprocure.gov.in/eprocure/app> or click at SNBNCBS@CPPP with <http://newweb.bose.res.in/InfoAnnouncements/Tender.jsp>

Name of Work: Construction of Ramp, shed including lifting arrangements for the compactor, approach road, drainage etc. for Waste Compactor Machine at SNBNCBS, Salt Lake, Kolkata

Interested agencies are requested to visit <http://eprocure.gov.in/eprocure/app> or click at SNBNCBS@CPPP within www.bose.res.in to participate in the E-Tender.

For participation in E-Tendering process, one time registration is to be made in the Central Public Procurement Portal (CPPP), if not already registered.

Sl. No.	Activity	Date & Time
01	Publication Date	09.09.2021 at 10:00 hrs
02	Document Download Start Date	10.09.2021 at 15:00 Hrs
03	Pre-bid Discussion	23.09.2021 at 12:00 Hrs.
04	Bid Submission Start Date	25.09.2021 at 10:00 Hrs
05	Bid Submission End Date	30.09.2021 at 15:00 Hrs.
06	Last Date of Physical Submission of Bid Security Declaration certificate and hard copy of scanned documents (except Price Bid)	04.10.2021 at 17:00 Hrs.
07	Technical Bid Opening Date	07.10.2021 at 15:30 Hrs.
08	Opening of Price bids	To be intimated later

Sd/-
Shohini Majumder
Registrar

NOTICE INVITING e-TENDER
(Technical and Price bid)

E-tenders are invited under Two-bid system from bona-fide, resourceful and experienced contractor firms in prescribed format by the Registrar on behalf of SNBNCBS for the work “**Construction of Ramp, shed including lifting arrangements for the compactor, approach road, drainage etc. for Waste Compactor Machine at SNBNCBS, Salt Lake, Kolkata**”. Firms satisfying the following criteria may apply in the format given at **Annexure-I** along with relevant documents and testimonials.

1. **Name of Work** : Construction of Ramp, shed including lifting arrangements for the compactor, approach road, drainage etc. for Waste Compactor Machine at SNBNCBS, Salt Lake, Kolkata
2. **Time of Completion** : 04 (four) months
3. **Estimated Cost in Rs.** : Rs.27.02 lakhs
4. **Earnest Money Deposit (EMD)** : No EMD to be submitted. The bidders however, are required to furnish Bid Security Declaration in lieu of EMD as per Format enclosed at Annexure-D.
5. **Cost of tender documents** : Nil
6. **Date of Pre Bid Discussion** : As per Sl. 3 of page 2
7. **Last date and time of submission of tenders online** : As per Sl. 5 of page 2
8. **Date and time of opening of Technical Bid** : As per Sl. 7 of page 2
9. **Address of correspondence** : Registrar, S. N. Bose National Centre for Basic Sciences, Block-JD, Sector-III, Salt Lake, Kolkata- 700 106.
10. **Date & Time of Price Bid opening** : To be notified later.
11. **Hard Copy submission** : The cover containing hard copy of Bid Security Declaration and Annexure-I duly signed with seal and other documents in support of credentials that the tenderer wishes to submit. The envelope should be superscripted with the Name of Work, Tender Ref. No., Contact details of the agency etc.

12. Qualifying Criteria:

The applicant organization(s), including PSUs shall be considered as eligible for the job based on the following criteria and documentary evidence furnished:

- a) The agency shall have adequate experience of having successfully completed similar civil works for Steel Structure & roofing work and general civil works preferably in Government Sector /CPWD/State PWD / MES / Railways / BSNL/ Reputed Central / State PSUs / Autonomous Body / in highly reputed private sectors
- b) The agency should have executed similar nature of job for at least completed value not less than Rs 21.6 lakhs for a single work or for an amount of Rs 16.2 lakhs each for two separate works or for an amount of Rs 10.2 lakhs each for three separate works during any of the last seven years till 31-03-2021.

Definition of similar work(s): Similar works mean works executed for all kinds of Civil Works involving Steel Structure & roofing work and concreting works.

- c) The average annual turn-over of the agency should not be less than Rs.50.00 Lakhs during last three financial years till 31-03-2021. Audited Financial Statement including Profit & Loss A/C, Balance Sheet, IT return is to be submitted.
- d) The agency should preferably be Kolkata based or should have adequate and sufficient technical and administrative set-up in this city.

13. The agency may not be considered to be eligible if it has incurred substantial losses in last three years consecutively till 31.03.2021, as per the submitted documents duly certified by a Chartered Accountant. The firm should not be under liquidation, court receivership or similar proceedings.
14. This may be noted that mere fulfilment of the above criteria may not automatically qualify an agency as the final selection which will be based on past performance with other clients, feedback from them about time management, technical capability and integrity, if enquired upon by the Centre.
15. The Centre, if desires, can make site visits for the works completed by the contractor during last 5 financial years to assess the quality of the work and also to gather feedback from the client about the satisfactory performance and dealings of the agency. Adverse report from the client may disqualify the agency from pre-qualification proceedings or at any stage during tendering process.
16. The Firms are requested to visit <http://eprocure.gov.in/eprocure/app> or click at SNBNCBS@CPPP within www.bose.res.in to participate in the E-Tender.

For participation in E-Tendering process, one time registration is to be made in the Central Public Procurement Portal (CPPP).

17. Regarding Details about Date of submission and opening etc. refer page 2 of the NIT.

Note:-

- I. The Centre reserves the right not to open the Technical Bid if sufficient numbers of valid offers are not received.
- II. The Centre will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders received and to place order to one or more firms without assigning any reason thereof. The notification of award of contract will be made in writing to the successful tenderer by the Centre.
- III. The Centre may summon the bidders for the verification of original documents during any time before and after issuance of work order and if the document is found to be false, fabricated or forged, strict action will be taken against the agency by cancellation of tender/work order and forfeiture of EMD and they will be debarred from participation in all future tenders.
- IV. All updates/corrigendum/amendment will be uploaded at Centre's Website and CPP portal.

**Sd/-
Shohini Majumder
Registrar**

INSTRUCTIONS TO BIDDERS for E-tendering

Instructions/ Guidelines for electronic submission of the tenders are mentioned below for assisting the bidders to participate in e-Tendering.

1. Registration of bidder:

Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the e-Procurement system, through logging on to <http://eprocure.gov.in/eprocure/app>

2. Digital Signature Certificate (DSC):

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of bids.

3. The bidder can search and download NIT & Tender Documents electronically from the website mentioned in <http://eprocure.gov.in/eprocure/app> using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

4. Submission of Tenders:

a) General process of submission

Bid to be submitted online through the website <http://eprocure.gov.in/eprocure/app>. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders - one is Technical Bid and the other is Financial Bid. The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid for the following :-

- i) Appropriate Completion Certificates of Experience during any of the last 7 years
- ii) Audited Financial Statement including Profit & Loss Account, Balance Sheet, IT Return Acknowledgement etc.
- iii) PAN
- iv) GST
- v) Any other document the tenderer wishes to submit.
- vi) Work Order in support of ongoing project/Project in hand, if any(non-mandatory)

The bidder needs to download the Forms / Annexures and the Tender document, fill up the particulars in the designated Cell and upload the same in the designated location of Technical Bid. Bidder needs to download the BOQ, fill up the rates of items in the BOQ in the designated Cell and upload the same in the designated location of Financial Bid.

The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC). Tenderers should take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

5. Technical Bid:

The Technical Bid shall contain scanned copies and/or declarations in the following standardized formats in two covers (folders).

5.1 The **Statutory Cover** submitted online should contain the following documents:

Sl No	Folder Name	Document Description
1	EMD	No EMD to be submitted. The bidders however, are required to furnish Bid Security Declaration in lieu of EMD as per Format enclosed at Annexure-D.
2	Annexure	Duly filled ANNEXURE-I in the prescribed format with seal & signature and the Tender Document

5.2 **Non-Statutory Cover, to be submitted online (My Documents) –may also submit hard copies**

S/n	Category	Sub Category	Sub Category Description
01	Certificate Details	Bidders Address	Bidders Address Format Details
		Income Tax Return	Income Tax Return Acknowledgement
		Permanent Account Number	PAN, Trade License
		Registration	GST Certificate
02	Financial Details	Bank details	Bank details of the beneficiary to be mentioned.
		Audited Financial Statement	Firms should furnish Audited Financial Statement during the last 03(three) years up to 31-03-2021 as per the submitted documents along with IT Return.
		Audited Profit and Loss Account and Balance Sheet Details for last 3 years	----Do----
03	Work Details	Work Completed Certificate Copies	List of relevant work experience having successfully completed work of similar in nature, Completion Certificate for completed jobs in any of the last seven years. The definition of Similar has been embedded in para 12 b) of NOTICE INVITING e-TENDER.

6. Submission of original copies of documents of Earnest Money Deposit :

6.1 **Place of submission:** No EMD to be submitted. The bidders however, are required to furnish Bid Security Declaration in lieu of EMD as per Format enclosed at Annexure-D.:

Registrar
S. N. Bose National Centre for Basic Sciences;
Block-JD, Sector-III; Salt Lake;
Kolkata – 700106.

6.2 **Time of submission:** The Bid Security Declaration must be submitted in a sealed envelope in the office along with the signed hard copy of the Annexure I. This is must and tender will be invalid without it. Scanned documents submitted against Technical Bid as stated above, may also be submitted in the envelope within the date and time as specified in the NIT. If the bidder fails to submit the Bid Security Declaration within the due date and time his tender will not be opened. Hard copies of the documents may also be submitted in a separate envelope. The tender reference no. should be mentioned on top of the envelopes.

7. Opening and evaluation of tender:

7.1 Opening of Technical Bid

- i. Technical Bid will be opened by the Tender Inviting Authority or his authorised representative electronically from the website stated above, using their Digital Signature Certificate.
- ii. Technical Bid for those tenders whose Bid Security Declaration have been received will only be opened.
- iii. Decrypted (transformed into biddable format) documents of the statutory and non-statutory Covers will be downloaded for the purpose of evaluation.

7.2 Techno-commercial Evaluation of Tender

- i) While evaluation, the Tender Inviting Authority or his authorised representative may summon the tenderers and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.
- ii) The list of tenderers, whose bids will be found technically eligible, will be uploaded in the web portals. Date of opening of financial bid will be intimated to the techno-commercially qualified tenderers.

7.3 Opening and evaluation of Financial Bid

- i. Financial Bid of the tenderers declared technically eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date.
 - ii. The encrypted copies will be decrypted and after opening of the Financial Bid, the preliminary summary result containing inter-alia, name of bidders and the rates quoted by them will be uploaded.
 - iii. The Tender Accepting Authority may ask any of the tenderers to submit analysis to justify the rate quoted by that tenderer.
- 8.** All updates/corrigendum/Amendment etc will be uploaded at Centre's Website only. The bidders are advised to keep a watch over any notification that might be issued till the date of submission.
- 9.** The Centre reserves the right not to open the Bids if sufficient numbers of valid offers are not received. The Centre also reserves the right to accept or reject any or all tenders without assigning any reason thereof.
- 10.** The agency willing to participate in the tender has to submit Bid Security Declaration without which the technical bid will not be opened..
- 11. Completion Period:** Completion period of the above work is 4 (Four) months from 15th day after the date of issuing work order/LOC or the handing over of the site whichever is earlier.
- 12.** Interested agencies may download quotation documents from the Centre's Official website <http://newweb.bose.res.in/InfoAnnouncements/Tender.jsp?type=EOI> or SNBNCBS@CPPP within www.bose.res.in and submit the same within the stipulated date.

Annexure-I

Name of Work: Construction of Ramp, shed including lifting arrangements for the compactor, approach road, drainage etc. for Waste Compactor Machine at SNBNCBS, Salt Lake, Kolkata

Advertisement Ref

1. Name of the Firm:
2. Address:
3. Email:
4. Contact No.:
5. Contact Person:
6. PAN:Enclose Proof
7. GST No. :Enclose Proof
8. Document checklist: (Strike out which is not applicable)

Attachment	Document	Submitted	
		Yes	No
A	List of similar works executed during last seven years indicating Executed / Order value. Completion Certificate for completed jobs and Work Order for ongoing job (if any) to be furnished in support as per criteria.		
B	Valid Registration for Trade licence, GST etc .	Yes	No
C	Certificate (Audited) in support of last 3 years average annual turnover.	Yes	No

Note:

- 1) Offer received without any of the relevant information / certificate / document asked in the above may not be considered. The Centre reserves the right to accept or reject offer of the tenderer. The Centre's decision shall be final and binding on the tenderer.
- 2) I/We agree that the Centre may summon the bidders for the verification of original and additional documents during any time before and after issuance of work order and if the document is found to be false, fabricated or forged, strict action will be taken against the agency by cancellation of tender/work order and they will be debarred from participation in all future tender.
- 3) **Declaration:** I/We hereby confirm that I/We have gone through the Tender document and understood the work details, terms and conditions, time schedule, specifications and the working environment, restrictions etc and confirm to abide by the same till the work is completed and defect liability period expires. I/We also confirm that no changes have been made in the terms and conditions by me/us.

Signature by authorized signatory of the firm with Official Seal and Date

SPECIAL CONDITIONS OF CONTRACT

Name of Work: Construction of Ramp, shed including lifting arrangements for the compactor, approach road, drainage etc. for Waste Compactor Machine at SNBNCBS, Salt Lake, Kolkata

1. **Scope of Work:** The provision is present in the scope to create an infrastructure for disposal of throwaways from the existing Waste Compactor. The scope consists of (1) construction of a shed for housing the waste compactor using tubular trusses, pre-coated GI sheeting as roofing and a chain pully lifting arrangements (2) construction of a RCC ramp of required length for ease approachability of vehicles to foundation platform (3) Construction of an approach road of requisite length with cc base and paver blocks and (4) Miscellaneous civil works provision like surface dressing, brick drainage outlets etc. At the end of the work it is mandatory to remove all the scaffolding, debris, rubbish and unserviceable materials to the outside of the Campus area as directed by Engineer-In-Charge.
2. **Location:** In the Campus of the Centre, Block-JD, Sector-III, Salt Lake, Kolkata-700106.
3. **EMD:** No EMD is required to be furnished. Instead Bid Security Declaration is required to be submitted in lieu of EMD.
4. **Time of Completion:** 4 (Four) Months including holidays from 15 days of issuance of work order/LOC or from the first date of handing over of the site whichever is earlier.
5. **Taxes and Duties:** The rates quoted by the contractor shall be inclusive of all taxes and duties as per rules but excluding GST.
6. **Performance Guarantee:** Performance Guarantee valuing 3% of contract value (including GST) is to be submitted in the form of BG (as per Centre's proforma) or DD/Pay order as the tenderer wishes within 15 days of issue of LOA. Issue of LOC/Work order will be made only after receipt of PG.
7. **Security Deposit:** The Security Deposit for the work shall be 5% of the contract value (including GST) of the work. The rate of recovery shall be @ 10% of the gross bill value from the Running Account Bills/Final Bill including GST till the full security deposit is recovered. Once the PG is deposited, the contractor will be eligible to get the EMD refunded without any interest whatsoever. Total security deposit including PG will not exceed 8% of the work order value.
8. **Refund of Security Deposit:** The Security Deposit may be refunded without any interest after the expiry of the **defect liability period of 12 months** from the date of actual completion of work provided that the Contractor has satisfactorily carried out all work and attended to all defects in accordance with the conditions of the work during the Defect liability period and no complaint has remained pending.
9. **Extension of Time:** The contractor, due to any delay in the work beyond the date of scheduled completion, shall have to apply before expiry of the scheduled time, for time extension of work up to a reasonable period by citing valid reasons/documents for such delay which the Centre may, at its discretion grant with or without LD depending on the correctness of the constraints/hindrance. The decision of the Centre in this regard shall be final and binding on the contractor.
10. **Payment :**
 - a) On completion of the work to a reasonable extent, the contractor may submit Running bills as per the Bill format enclosed as annexure B (Measurement Sheet) and C (Abstract) in duplicate which, after due verification of the measurements and being jointly signed by the representative of the contractor and the EIC. The bill will be forwarded to the accounts section for processing of payment.
 - b) The contractor is advised to provide the details of his Bank account to which the payment will be directly credited. A copy of the certified bill will be provided to the contractor for record.
 - c) The payment made against any Running bill shall be considered as advance which will be adjusted against the subsequent and final bills. By getting payment against any item

shall not relieve the Contractor from his overall contractual obligations for the entire contract as a whole and defect liability period will be counted after satisfactory completion of the work as recorded by the EIC.

- 11. Working Hours:** The contractor will be allowed to work generally on all working days of Centre between 8.00 AM to 6.00 PM. However, in case of exigencies, the contractor may be permitted to work beyond office hours or on Sundays/holidays on prior and due permission from the Centre.
- 12. Accommodation for Workmen:** No accommodation for the labours or any other representative of the contractor will be allowed any accommodation inside the Campus, unless specifically approved by the Competent Authority.
- 13. Entry of contractor's labours and staff:** Being a protective zone, the entry to the Centre will be allowed only against a valid Gate pass issued by the Security personnel at the Gate. However, the contractor is to make work-passes for his labours for daily work inside the Campus by depositing the valid ID and a photograph of his workmen and representatives. No workmen under the age of 18 will be allowed to work inside the Campus.
- 14. No-Smoking Zone:** The contractor is to note that the entire Campus of the Centre is Tobacco-free zone and in case of any labours or representative is found to violating the rules, the contractor will be subjected to penalty in the form of fine etc.
- 15. Entry and exit of Construction and other materials:** While bringing the materials inside the Campus, the contractor is to make Challans which will be retained by him for reconciliation of consumption and also for taking out his own construction equipments, tools and tackles, surplus materials etc.
- 16. Materials:** The contractor shall use best quality materials for the work as per CPWD specifications. Before using the materials for the job, he is to get approval of the same from the EIC. All the necessary tests as per IS Code are to be conducted from a Government recognised Laboratory if demanded. The cost of such tests is to be borne by the contractor.
- 17. Makes and Brands:** The contractor has to provide the materials makes and brand as per the preferred list of items described in the Technical specification. But the EIC shall have the discretion to make the final selection of a particular make out of the preferred list for which no extra claim shall be entertained, irrespective of what was considered by the tenderer before quoting rates.
- 18. Deviation of Quantities:** The contractor shall not execute any work beyond the specified quantity in the BOQ with out approval of the Centre. However, before or during execution of work if any deviation is anticipated, the contractor has to submit the details with proper justification for obtaining approval from Competent Authority.
- 19. Bid Validity:** 120 days from the end date of submission of Tender document.
- 20. Testing of Materials and Workmanship:** During execution of work and also before handing over the work, the contractor has to carry out all necessary testing of materials and workmanship as per IS Code and all Engineering practices and also as directed by the Engineer –in-charge.
- 21. Safety and Security:** The contractor shall maintain all the safety security of men and materials and properties of the Centre as per provision relevant IS safety code.
- 22.** The contractor and his all workmen should follow all COVID-19 norms including wearing mask, using hand sanitizer, maintaining social distancing etc. as per orders from the Govt. from time to time. They are also required to get vaccinated against COVID-19 pandemic for seeking entry in the campus.
- 23.** During the execution, if any issue related to structural problem / design etc. arises, the contractor has to seek expert opinion and the remedial measure in this regard from an Institute of repute at no extra cost. In this regard, the instruction of EIC shall be final and binding on the contractor.

S. N. BOSE NATIONAL CENTRE FOR BASIC SCIENCES

Block JD, Sector III, Salt Lake, Kolkata -700 106

Annexure-II

General Conditions of Contract

Except where-provided for in the description of individual items in the Bill of Quantities and in the specification and Special conditions laid down herein after and in the drawings, the work shall be carried out as per standard CPWD, unless otherwise specifications and under the direction of the Engineer-in-charge of the Centre.

Interpretation

In construing these conditions, the specifications, the Bill of quantities, tender and agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires:

- i) **The Centre:** The term Centre shall denote Satyendra Nath Bose National Centre for Basic Sciences, Block –JD, Sector-III, Salt Lake, Kolkata-700106 or any of its employees /representatives authorised on their behalf.
- ii) **Site Engineer:** The term Site Engineer shall mean the person/s appointed and paid by the Centre to superintendent the work.
- iii) **The Contractor/Agency/Vendor:** The Contractor/Agency/Vendor shall mean the individual or individuals, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of 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, firm or company.
- iv) **Site:** The site shall mean the site where the works are to be executed in the campus as shown in the drawing.
- v) **Drawing:** The work is to be carried out in accordance with drawing, CPWD specifications, the Bill of quantities and any further drawings, instructions etc. which may be given by the Engineer-in-charge on behalf of Centre during execution of the work. In case any detailed drawings are necessary, contractor shall prepare such detailed drawings and have it confirmed/approved by the Centre prior to taking up such work.
- vi) **The Work:** The Work shall mean the work or works to be executed under this contract.
- vii) **The Bill of Quantities (BOQ):** The Bill of Quantities' shall mean the schedule of quantities as specified and forming part of this contract.
- viii) **"Price Schedule of Quantities"** shall mean the Bill of quantities duly priced with the accepted quoted rates of the contractor.
- ix) The **Bid/Tender** shall mean the proposal /offer along with the supporting documents, submitted by the bidder for consideration by the Centre.
- x) The **Bid/Tender document** shall mean the documents issued by the Centre to prospective bidders, containing various terms and conditions, scope of work, any requirements etc. or generally laid and in various sections spelling out the basis, procedure, modes, methods and formalities of the bidder to prepare their BIDs for submission to the Centre. The BID documents shall include the invitation to BID, instructions, proposal forms and all addenda/corrigenda/amendments issued by the Centre.

- xi) The **Letter of Acceptance (LOA)**: for the BID shall mean an official document from the Centre to successful bidder to the effect that his/their BID has been accepted in accordance with the provisions contained therein.
- xii) The **Letter of Commencement (LOC)**: The letter by which the contractor is informed to commence the work after handing over the site by the Centre which may also be known as the work order. This LOC/work order will be issued after submission of Performance Bank Guarantee.
- xiii) The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the Competent Authority of the Centre and the contractor, together with the documents referred to therein including these conditions, the specification, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- xiv) **Tender value** means the value of the entire work as stipulated in the letter of acceptance / award.
- xv) The **Month** shall mean the calendar month according to the Christian calendar. **Day** unless herein expressly defined otherwise shall mean Christian calendar day of 24 hours.
- xvi) **Engineer in-Charge**: The technical representative as appointed by the Centre, being in charge of the work from the Engineering Section of the Centre.

General Conditions of Contract

1.0 Except where-provided for in the description of individual items in the Bill of Quantities and in the specification and Special conditions laid down herein after and in the drawings, the work shall be carried out as per standard CPWD, unless otherwise specifications and under the direction of the Engineer-in-Charge of the Centre.

SCOPE

The contractor is to furnish and install such detail with Centre's concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.

Centre may in their absolute discretion issue further drawings and/or written instructions, details, directions and explanations, which are, hereafter collectively referred to as "the Centres' instructions" in regard to :

- a) The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawings or between the schedule of quantities and/or drawings and/or specification.
- c) The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.
- d) The demolition removal and/or re-execution of any work executed by the contractor/s.
- e) The dismissal from the work of any persons employed thereupon.
- f) The opening up for inspection of any work covered up.
- g) The rectification, and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (defects liability period).

The contractor shall forthwith comply with and duly execute any work comprised in such Centre's instructions, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the works by the Centre shall if involving a variation be confirmed in writing to the contractor/s within seven days. No works for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Centre. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the Centre in consultation with the Engineer-in-Charge as provided in Clause "variation".

The contractor shall set up a field laboratory with necessary equipments for day to day testing of materials like grading of coarse and fine aggregates, silt content and bulkage of sand crushing strength of concrete etc. Such laboratory shall be set up at site during mobilization period so that the field laboratory is available from the date of commencement of work.

Regarding all factory made products for which ISI marked products are available, only products bearing ISI marking shall be used in the work. Other products should be supplied as per the brand name mentioned in the Technical Specifications.

2.0 DETAILED DRAWINGS AND INSTRUCTIONS

The Centre through its Engineer-in-Charge shall furnish with reasonable promptness additional instructions by means of available drawings or otherwise necessary for the work based on which the contractor has to prepare appropriate working drawings for submission to the EIC for approval. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom.

The work shall be executed in conformity therewith and the Contractor shall not work without proper drawings and instructions.

Immediately after receipt of the work order of the contract the contractor shall prepare a progress schedule and submit the same to the Centre through the Engineer-in-Charge for approval which shall indicate the dates for the starting and completion of the various stages of constructions.

3.0 COPIES FURNISHED

At the time of issue of LOA, the Contractor will be issued by the Centre, a copy of the schedule of quantities/rates, one copy of the conceptual drawing and one copy of specifications and one copy of all further available drawings issued during the progress of the work.

4.0

4.1

EARNEST MONEY (EMD), SECURITY DEPOSIT

No EMD to be submitted. The bidders however, are required to furnish Bid Security Declaration in lieu of EMD as per Format enclosed at Annexure-D.

A sum of 10% of the gross amount of the bill shall be deducted towards Security Deposit from each RA bill/final bill up to 5% of the Tendered value of the work. In addition the contractor will be required to deposit an amount equal to 3% of the tendered value of the contract as Performance Guarantee within fifteen days of the issue of Letter of Acceptance.

4.2 Performance Guarantee:

(i) The contractor shall submit an irrevocable Performance Guarantee of 3% (Three percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within fifteen days from the date issue of Letter of Acceptance. This period can be further extended by the Competent Authority of the Centre based on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Competent Authority. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank (except co-operative bank/Gramin Bank)/Banker's Cheque of any scheduled bank (except co-operative bank/Gramin Bank)/Demand Draft of any scheduled bank (except co-operative bank/Gramin Bank)/Pay Order of any scheduled bank (except co-operative bank/Gramin Bank) (in case guarantee amount is less than Rs. 1,00,000/-) or Guarantee Bonds of any scheduled Bank (except co-operative bank/Gramin Bank) on a Kolkata Branch in accordance with the form annexed hereto.

(ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus defect liability period of 12 months. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work.

The Security Deposit and Performance Guarantee may be refunded without any interest after the end of defects liability period provided he has satisfactorily carried out all the work and attended to all defects in accordance with the conditions of the Contract.

5.0

5.1

Forfeiture of EMD:

Not Applicable.

5.2

Forfeiture of Performance Guarantee:

The Competent Authority of the Centre shall not make a claim under the performance guarantee except for amounts to which the Competent Authority is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of: (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Competent Authority of the Centre may claim the full amount of the Performance Guarantee. (b) Failure by the contractor to pay Competent Authority any amount due, either as agreed by the

contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Competent Authority of the Centre.

In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Competent Authority of the Centre.

5.3 Determination of Contract

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

(i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

(ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.

(iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.

(iv) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.

(v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.

(vi) If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.

(vii) If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.

(viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

(ix) 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 or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

(x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

(xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Centre shall have powers:

(a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government

(b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons 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 provision 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-in-Charge 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.

6.0 OWNERSHIP OF DRAWING

All drawings, specification and copies thereof furnished by the Centre are the property of the Centre. They are not to be used on other work, and with the exception of the signed contract set.

7.0 SUPERINTENDENCE OF SUPERVISION

The Contractor, shall give all necessary personal Superintendence during the execution of the work and this obligation and liability will continue until expiration of the 'Defect Liability Period'. The contractor shall also during the whole time of work when in progress employ a competent representative who shall be constantly in attention at the site while his men are at work. Any directions, explanations, instructions or notices given by the Centre or the Engineer-in-Charge to such representative shall be deemed to have been given and duly served on the contractor.

8.0 FAILURE BY CONTRACTORS TO COMPLY WITH CENTRE'S/ENGINEER-IN-CHARGE'S INSTRUCTIONS

If the contractor after receipt of written notice from the Centre and/or the Engineer-in-Charge requiring compliance within ten days fails to comply with such further drawings and/or Centre's/Engineer-in-Charge's instructions, the Centre through the Engineer-in-Charge or other person, may employ other person to execute any such work whatsoever that may be necessary to give effect thereto and pay all cost incurred in connection therewith and same shall be recoverable from the contractor by the Centre on the certificate of the Engineer-in-Charge as a debt or shall have right to deduct same from any money due or to become due to the contractor.

9.0 TENDERER SHALL VISIT THE SITE

Intending tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the works, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish. The tenderer shall provide in their tender for cost of carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc for proper execution of work as indicated in the drawings. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Centre might be deemed to have reasonably been inferred to be so existing before commencement of work.

10.0 TENDERS

The price bid should be fully priced. The schedule of quantities shall be filled in as follows:

- i) Amount column to be filled in for each item and the amount for each sub head as detailed in the "Schedule of Quantities".
- ii) When there is difference between the rates in figures and in words, the rate which correspond to the description in words shall be taken as correct.

The Centre reserves the right to reject the lowest or any tender and also to discharge any or all the tenders for each section or to split up and distribute any item of work to any specialist firm or firms, without assigning any reason.

The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting if called upon by the Centre detailed analysis of any or all the rates shall be submitted. The Centre shall not be bound to recognize the contractor's analysis.

The works will be paid for as "measured work" on the basis of actual work done.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly, related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum charges in the tender in respect of any item of works, the payment of such items of work will be made for the actual work done on the basis of lump-sum charges as will be assessed to be payable by the Centre.

The Centre has power to add or to omit from any work as shown in drawings or described in specifications or included in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the contractor without authorization from the Centre. No variation shall vitiate the contract.

The tenderer shall note that validity of the tender shall remain open for consideration for a period of 120 days from the end date of submission of the tender.

11.0 SCHEDULE FOR COMPLETION OF WORK

The contractor shall submit a time and progress chart in a form approved by the Centre through its Engineer-in-Charge within fifteen days from the date of issue of LOC/work order.

12.0 PERMITS AND LICENCES

Permits and licenses for release of materials, if any, which are under Government control will be arranged by the contractor. The Centre will render necessary assistance, sign any forms or applications that may be necessary.

13.0 GOVERNMENT AND LOCAL RULES

The contractor shall conform to the provisions of all local Bye-laws and Acts. relating to the work and to the Regulations etc of the Government and Local Authorities and of any company with whose system the structure is proposed to be connected. The contractor shall give all notices required by said Act, Rules, Regulations and Byelaws etc and pay all fees payable to such authority/authorities for execution of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licences, fees for footpath encroachment and restorations etc and shall indemnify the

Centre against such liabilities and shall defend all actions arising from such claims or liabilities.

14.0 TAXES AND DUTIES

The tenderers must include in their tender- prices quoted for all duties royalties, cess, or any other taxes or local charges if applicable including GST.

15.0 POSSESSION PRIOR TO COMPLETION

The Centre shall have the right to take possession of or use any completed or partially completed part of the work. Such possession or use shall not be an acceptance of any work not completed in accordance with the contract Agreement.

16.0 EXCEPTED MATTERS

If the dispute or differences pertain to the undernoted matters the decision in writing of the Officer designated in and signing the contract documents shall be final, conclusive and binding on the parties.

- i) Instructions.
- ii) Transactions with Local Authorities.
- iii) Proof of quality of materials.
- iv) Assigning or under letting of the contract.
- v) Certificate as to the causes of delay on the part of the contractor and justifying extension of time.
- vi) Rectifying of defects pointed out during the Defects Liability Period.
- vii) Notice to the contractor to the effect that he is not proceeding with due diligence.
- viii) Certificate that the contractor has abandoned the contract.
- ix) Notice of determination of the contract by the Centre.

17.0 QUANTITY OF WORK TO BE EXECUTED

The quantities shown in the Schedule of Quantities are tentative to cover the entire new structure indicated in the conceptual drawing, but same may vary on the basis of actual requirement at site. As such no claim on this ground will be entertained by the Centre. The Centre reserves the right to execute only a part or the whole or any excess of the work thereof without assigning any reason thereof.

18.0 OTHER PERSONS ENGAGED BY THE CENTRE

The Centre reserves the right to execute any part of the work included in this contract or any work which is not included in this contract by other Agency or persons and contractor shall allow all reasonable facilities and use of his scaffolding for the execution of such work. The main contractor shall extend all cooperation in this regard.

19.0 LABOUR & PAYMENT OF WAGES TO LABOUR

No labour below the age of 18 (eighteen) years and who is not an Indian National shall be employed on the work. The Contractor shall pay to labour employed by him wages not less than fair wages as per provision of the Contract Labour Act, 1970 & 1971 whichever is applicable.

Payment of Wages to Labour.

- a) The contractor shall pay to labour employed by him either directly or through specialized firms, wages not less than fair wages as applicable within the State of West Bengal or as per the provision of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971 wherever applicable.
- b) Labour license, if applicable, shall be obtained by the Contractor and to be displayed at the site as per rules.
- c) The contractor shall notwithstanding the provision of any contract of the contrary cause to pay fair wages to labour indirectly engaged on the work, including any engaged by his specialized firms in connection with the said work, as if the labour has been immediately employed by him.
- d) In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of this agreement the contractor shall comply with or cause to be complied with the Labour Regulations as mentioned in Sub-para (a) above made from time to time in regard to payment of wage, wage period, deductions from wages, recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scales of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the contract Labour (Regulation and Abolition) Act 1970 and the Contract labour (regulation and Abolition) rules 1971 wherever applicable.
- e) The Centre concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason non-fulfillment of the conditions of the contract for the benefit of the workers non-payment of wages or of deductions made from his or their wages which are not justified by their terms of contract or non-observance of the Regulations as mentioned above.
- f) The contractor shall comply with the provisions of Wages Act, 1936, minimum wages Act, 1945. Employees Liability Act, 1938, Industrial Dispute Act, 1947. Maternity benefit Act, 1961 and the Contract Labour (Regulations and Abolition) Act, 1970 or the modification thereof or any other Laws relating thereto and the Rules made thereunder from time to time.
- g) The contractor shall indemnify the Centre against payment to be made under and for the observance of the laws aforesaid and the CPWD Contractors 'Labour Regulations having application within the State of West Bengal without prejudice to his right to claim indemnity from his sub-contractors.
- h) The Regulation aforesaid shall be deemed to be a part of his contract and any breach thereof shall be deemed to be breach of this contract.

20.0 CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the Same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom and if the contractor finds any discrepancies therein he shall immediately and in writing, refer the same to the Centre whose decision shall be final and binding. The contractor shall provide himself for ground and fresh water for carrying out of the works at his own cost. The Centre shall on no account be responsible for the expenses incurred by the contractor for hired ground or fresh water obtained from elsewhere.

The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract, and beyond the unit price no extra payment will be allowed for incidental or contingent work, labour and/or

materials inclusive of all taxes and duties whatsoever except for specific items, if any, stipulated in the tender documents.

The contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles, machineries and equipments and all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and things and the contractor shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shoring etc as occasion shall be required or when ordered so to do and shall fully reinstate and make good all matters and things disturbed during the execution of works to the satisfaction of the Centre.

The contractor shall also provide such temporary road on the site as may be necessary for the proper performance of the contract, and for his own convenience but not otherwise. Upon completion, such roads shall be broken up and levelled where so required by the drawings unless the Centre shall otherwise direct.

The contractor shall at all times give access to workers employed by the Centre or any men employed on the buildings and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc in any work, where directed by the Centre as may be required to enable such workmen to lay or fix pipes, electrical wiring, special fittings etc. The quoted rates of the tenderers shall accordingly include all these above mentioned contingent works.

21.0 TIME EXTENSION FOR DELAY

The time allowed for execution of the Works as specified in the relevant clause of Special Condition of Contract or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in Special Condition of Contract or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, the centre shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely.

- a) As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Centre and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Special Condition of Contract.
- b) If the work(s) be delayed by:-
 - (i) force majeure, or
 - (ii) abnormally bad weather, or
 - (iii) serious loss or damage by fire, or
 - (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
 - (v) any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the authority but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

- c) Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- d) In any such case the competent authority of the Centre as indicated in the Special Condition of Contract may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority in writing. Non application by the contractor for extension of time/rescheduling of the milestones shall not be a bar for giving a fair and reasonable extension/rescheduling of the milestones by the competent authority and this shall be binding on the contractor.

22.0 TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS

The contractor shall provide, fix up and maintain in an approved position proper office accommodation for the contractor's representative and staff which offices shall be open at all reasonable hours to receive instruction notices or communications and clear away on completion of the works and make good all work disturbed.

All drawings maintained on the site are to be carefully mounted on boards of appropriate size and covered with a coat of approved varnish. They are to be protected from ravages of termites, ants, and other insects.

The contractor shall provide at his own cost all artificial light required for the work and to enable other contractors and sub-contractors to complete the work within the specified time.

The contractor shall provide a suitable temporary hut for the watchmen and clear away the same when no longer required and to provide all necessary attendance, lights etc required.

The contractor shall arrange for temporary latrines for the use of workers and field staff and keep the same in a clean and sanitary condition to the satisfaction of the Public Health Authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the works disturbed by these convenience.

Every precaution shall be taken by the contractor to prevent the breeding of mosquitoes on the works during the construction, and all receptacles, cistern, water tanks etc used for the storage of water must be suitably protected against breeding of mosquitoes. The contractor shall indemnify the Centre against any breach of rules in respect of anti-malarial measures.

The contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed or upon any boarding gantry, building structure other than those approved by the Centre.

Protective Measures: The contractor from time to time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays.

Contractor shall indemnify the Centre against any possible damage to the building, roads, or members of the public in course of execution of the work.

The contractor shall provide necessary temporary enclosures, gates, entrances etc for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works disturbed.

Storage of Materials : The contractor shall provide and maintain proper sheds for the proper storage and adequate protection of materials etc and other work that may be executed on the site including the tools and materials of nominated sub-contractors and remove same on completion.

Cement godown shall be constructed for storing about six weeks requirement of cement and stored as per norms with a stack of 10 bags each and 2 feet opening all around with 2 feet passage of each stack. Structure shall be waterproof from all the sides and top. Cement should be stored one feet above of the ground level and have pucca raised floor.

So also reinforcement bars are to be stored above the ground level to prevent the same from getting rusted.

Tools: Theodolite, levels, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the contractor for the due performance of this contract as instructed by the Site Engineer.

All measuring tapes shall be of steel and suitable scaffolding and ladders that may be required for safety taking measurement and shall be supplied - by the contractor. The carpenters/ masons/ workers and the supervisors on the works shall carry with them always a one metre or two metre steel tape, a measuring tape of 30 metres, a spirit level, a plumb bob and a square .and shall check the work to see that the work is being done according to the drawing and specifications. The Site Engineer will use any or all measuring instruments or tools belonging to the contractors as he chooses for checking the works executed or being executed on the contract. The electricians and supervisors of the electrical contractor shall always carry with them measuring tape (30 metres) one test lamp with leads and one neon tester, multi meter, . Tong tester etc and make available to the Engineer-in-Charge/Centre all the measuring instruments and tools that are required for checking the work.

The contractor should cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding, tools and plant etc by nominated sub-contractors for their work.

23.0 CLEARING SITE AND SETTING OUT WORKS

The site shown on the plan shall be cleared of all obstructions, loose stone, and materials rubbish of all kinds. All holes or hollows whether originally existing or produced by removal or loose stone or materials shall be carefully filled up with earth well rammed and levelled off as directed at his own cost.

The contractor shall set out the works and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any part of the work irrespective of the fact that the layout had been approved by the Centre, the contractor shall at his own expenses rectify such error, if called upon to the satisfaction of the Centre. The contractor shall further set out the works to the alternative positions at the site until one is finally approved and the rates quoted in his tender should include for this and no extra on this account will be entertained.

24.0 DATUM

The average ground level will be considered as the crown of the nearest road, which should be taken as "Datum" which is however, subject to final confirmation by the Centre. All levels shown in the drawings are to be strictly adhered to.

25.0 BENCHES

The contractor is to construct and maintain proper benches of all the main walls, in order that the lines and levels May be accurately checked at all times.

These benches will consist of salwood post of adequate length and minimum diameter 75 mm to be driven in the ground at suitable distance as directed encased with brickwork. The wire nails will be driven on the top of salwood post on the centre lines of columns, walls', inside and outside faces of foundations trenches, in order that lines may be stretched between the benches and accurate intersection of excavation. Centre line of walls, columns etc may be clearly indicated and checked at any time if it is so required.

26.0 ACCESS

Any authorized representative of the Centre shall at all reasonable times have free access to the works and/or to the workshops, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the contractor shall give every facility to the Centre or their, representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the Centre no person shall be allowed at any time without the written permission of the Centre.

27.0 MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS

All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workmanlike manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and Instructions as may from time to time be given by the Centre during the execution of the work, and to his entire satisfaction.

The Contractor shall have to arrange water by boring tubewell for Building work at his own cost and that water to be tested before starting of work from approved testing lab.

As directed by the Centre the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Centre at his own cost to prove that the materials etc, under test conform to the relevant IS. Standards or as specified in the specifications. All the samples shall be supplied by the contractor at his own cost as directed by the Centre/ Engineer-in-Charge. The necessary charges for preparation of mould (in case of concrete cube) transporting, testing etc, shall have to be borne by the contractor. No extra payment on this account should in any case be entertained. The contractor shall provide all assistance, instruments, machine labour and materials for examining measuring and testing of work and the quality, weight or quantity of any materials used and supply samples before incorporation in the work for testing as may be selected and required by the Centre. Tests of all materials should be carried out as per latest IS. specifications. Sequence of testing of all materials shall be as advised by the Centre.

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, sales tax, octroi and other charges and must be the best of their- kind available and the contractor/s must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workmanlike manner. Samples of all materials to be used must be submitted to the Centre when so directed by the Centre and written approval from Centre must be obtained prior to placement of order.

During the Inclement weather the contractor shall suspend concreting and plastering for such time as the Centre/ Engineer-in-Charge may direct and shall protect from injury all work when in course of execution. Any damage (during constructions) to any part of the work for any reasons due to rain, storm, or neglect of contractor shall be rectified by the contractor in an approved manner at no extra cost.

Should the work be suspended by reason of rain, strike, lock-outs or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

The contractor shall cover up and protect from damage, from any cause, all new work and supply, all temporary/doors, protection to windows, and any other requisite protection for the execution of the work whether by himself or special tradesmen or nominated sub-contractor and any damage caused must be made good by the contractor at his own expenses.

28.0 REMOVAL OF IMPROPER WORK

The Centre shall during the progress, of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Centre Engineer-in-Charge are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanships not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order, the Centre shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by Centre shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate which may be given by the Engineer-in-Charge shall relieve the contractor from his liability in respect of unsound work or bad materials.

29.0 CONTRACTOR'S EMPLOYEES

The contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Centre. The contractor shall engage at least one experienced Engineer as Site-In-charge for execution of the work. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently. The contractor shall employ local labourers on the work as far as possible. The labourer below the age of eighteen years and who is not an Indian National shall not be employed on the work. Any labourer supplied by the contractor to be engaged on the work on day-work basis either wholly or partly under the direct order or control of the Centre or his representative shall be deemed to be a person employed by the contractor.

The contractor shall comply with the provisions of all labour legislation including the requirements of

- a) The Payment of Wages Act.
- b) Centre's Liability Act.
- c) Workmen's Compensation Act.
- d) Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971.
- e) Apprentices Act 1961.
- f) Any other Act or enactment relating thereto and rules framed thereunder from time

to time.

The contractor shall keep the Centre saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Centre in connection with any claim that may be made by any workmen.

The contractor shall comply at his own cost with the order of requirement of any Health Officer of the State or any local authority or of the Centre regarding the maintenance of proper environmental sanitation of the area where the contractor's labourers are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall remove and clear away the same on completion- of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

The contractor shall arrange to provide first-aid treatment to the labourers engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works, report such accident to the Centre and also to the competent authority where such report is required by law.

30.0 NOMINATED SUB-CONTRACTOR

All specialists, Merchants, Tradesmen and others executing any work or supply and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities/ Rates and/or specifications who may be nominated or selected by the Centre with prior approval, are hereby declared to be sub-contractors employed by the contractor and are herein referred to as nominated sub-contractors.

No nominated sub-contractor shall be employed on or in connection with the works against whom the Centre shall make reasonable objection or save where the Centre and contractor shall otherwise agree who will not enter into a contract provided :

- a) That the nominated sub-contractor shall indemnify the contractor against the same obligations in respect of the sub-contract as the Contractor is under in respect of this contract.
- b) That the nominated sub-contractor shall indemnify the contractor against claims in respect of any negligence by the sub-contractor, his servants or agents or any misuse by him or them of any scaffolding or other plants the property of the contractor or under any workmen's compensation Act in force.

- c) Payment shall be made to the nominated sub-contractor by the contractor within a reasonable period of his receipt of the Engineer-in-Charge's certificate provided that before any - certificate is issued the contractor shall upon request furnish to the Engineer-in-Charge proof that all nominated sub-contractor's accounts included in previous certification have been duly discharged, in default where of the Centre may pay the same upon a certificate of the Engineer-in-Charge and deduct the amount thereof from any sums due to the contractor. The exercise of this power shall not create private of contract between the Centre and the sub- contractor.

31.0 INSURANCE AND COMPENSATION OF DAMAGE OF PROPERTY

a. Accident or Injury to Workmen:

The Centre shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contract saves and except an accident injury resulting from any act or default of the Centre. The contractor shall indemnify and keep indemnified the Centre against all such damage and compensation whatsoever in respect or in relation thereto.

b. Workmen Compensation Insurance and Labour Licence:

On receipt of the work order, the contractor has to arrange the Workmen Compensation Insurance and also labour licence, if applicable, for the workmen being deployed under him for the entire duration of the work as per rules.

32.0 DAMAGE OF PROPERTY

The contractor shall be responsible for making good to the satisfaction of the EIC any loss or any damage to all structures and properties within the Campus premises or other premises. If such loss or damage is due to fault and/or due to the negligence or wilful acts or omission of the contractor, his employees, agents, subcontractors, representatives, he shall make good the loss as assessed by the EIC failing which the cost of the damage will be recovered from the Contractor's payment. The contractor shall fully indemnify and keep indemnified the Centre against infringement or use of any patent or design right.

33.0 MEASUREMENT OF WORK DONE

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done.

All measurement of all items having financial value shall be entered in Measurement Book of A4 size and/or level field book so that a complete record is obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer- in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available, then a mutually agreed method shall be followed.

The contractor shall give, not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work, 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 covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who 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 measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed. Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels. It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed.. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.

The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the "bill. Thereafter, this bill will be processed for payment.

34.0 CONCEALED WORK

The contractor shall give due notice to the Centre whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise, becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the opinion of the Centre be either opened up for measurement at the contractor's expense or no payment may be made for such materials, should any dispute or difference arise after the execution of any work as to measurements etc or other matters which cannot be conveniently tested or checked, the notes of the Centre shall be accepted as correct and binding on the contractor.

35.0 PAYMENTS

All bills shall be prepared by the contractor in the Computerized Measurement Sheet format in Annexure B and C prescribed by the Centre and as per provision of CPWD Guideline No CE/CSQ/CM/37(5)/2004/538 dt 28-05-2004 after the measurements are endorsed as mentioned in Clause No. 33 (Measurement of Work Done). Normally one interim bill shall be prepared each month subject to a minimum value of 10% of the contract value. The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities of work done and must show deductions for all previous payments, retention money, etc.

The Engineer-in-Charge shall issue a certificate after due scrutiny of the contractor's bill stating the amount due to the contractor from the Centre. The Centre will have the discretion to amend the certificate of Engineer-in-Charge if considered necessary and the contractor shall be entitled to payment thereof, within the period of honouring certificates named in these documents.

If the Centre has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the contractor in accordance with the quantities consumed in the work.

All the interim payments shall be regarded 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, and imperfect or unskilled work to be removed and taken away and reconstructed, or re- erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect Or the accruing of, any claim, nor shall, it conclude determine or affect In. anyway the power of the Centre under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of certificate of completion furnished by the EIC and payment shall be made within four months from the date of receipt of the final bill by the EIC.

36.0 FINAL CERTIFICATE AND PAYMENT

On completion of the work, the contractor shall be furnished with a certificate by the Centre of such completion, nor shall the work be considered completed until the contractor shall have removed from the premises on which the work shall be executed all scaffolding surplus materials and rubbish and cleaned of the dirt from all work executed.

The final bill shall be accompanied by a certificate of completion from the Centre. Payments of final bill shall be made after deduction of Security Deposit as specified in Clause 4 of these conditions, which sum shall be refunded after the completion of the Defects Liability Period after receiving the Centre's certificate that the contractor has rectified all defects to the satisfaction of the Centre/ Engineer-in-Charge. The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed.

37.0 VARIATION/DEVIATION

The contractor on his own accord shall make no addition, omission or variation without authorisation of the Engineer-in-charge of Centre.

The rates for additional, altered, substituted work shall be arrived at in accordance with the following rules:

i)The net rates of prices in the contract schedule shall determine the valuation of (the rates for) the extra work (items) where such extra work is of similar character and is executed under similar conditions as the work priced therein.

ii) If the rates for the extra, altered or substituted (deviated) work are not provided for (available) in the contract schedule, they shall to the extent possible be derived out of rate given in that schedule for similar or near similar items for the purpose of evaluating the rate for such items, where necessary and when so directed, the contractor shall furnish detailed analysis for the said similar or near similar items in the contract schedule. For such portions

of the analysis for the extra, altered or substituted (deviated) work for which prices cannot be abstracted from the corresponding analysis of rates for the said similar or near similar items in the contract schedule, market rates substantiated by purchase bills/vouchers dependable printed price schedules of building materials of different types shall be adopted, using factors and constants for quantum of material, labour T & P and sundries from standard analysis of rates adopted by the National Building Organisation, Ministry of Works & Housing, Govt of India in preparation of latest D.S.R. and adding 15% towards profits and overheads. When called upon to do so the contractor shall submit the required purchase bill/vouchers.

iii) In the case of additional, altered or substituted (deviated) with for which rates cannot be reasonably be derived as at (i) and (ii) above, the rates shall be worked out adopting market prices, substantiated by purchase bill/vouchers, using factors and constants for quantum of materials, labour, T & P and sundries from standard analysis of rates adopted by the latest Delhi Schedule of Rates and addition 15% towards profit and overheads. When called upon to do so the contractor shall submit his purchase bills/vouchers to the architects and employer.

iv) The tender rates will hold good for any increase or decrease in the tender quantities up to a variation of 25% except in the case of item below plinth level where the variation will be up to 100% For variation beyond the above limit, rates for the respective items for quantity beyond the limits mentioned above may be worked out on market rates.

v) The question as to what particular items, being similar or near similar to the additional, altered or substituted (deviated) work in the contract schedule to be adopted for deviation of rates for the additional, altered for substituted (deviated) work and whether the said rates cannot be derived from similar or near similar items in the contract schedule will be decided by the Employer.

vi) In case, the contractor is required to submit the analysis of rates adopting the principles enunciated above and the Centre, after scrutinizing the analysis and other papers furnished will allow such rates as he considers reasonable.

vii) Where extra work is of such a nature that it cannot be properly measured/valued, the contractor shall be allowed day work priced at the net rates stated the tender or the priced schedule of quantities or if not so stated then in accordance with the minimum local day work rates and wage for the district notified by the concerned authority.

38.0 SUBSTITUTION

Should the contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Centre in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such term as. "Equal" or "Other approved" etc. specific 'approval of the Centre has been obtained in writing.

39.0 PREPARATION OF BUILDING WORKS FOR OCCUPATION AND USE ON COMPLETION

The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects put right. On completion of such inspection the contractor shall inform the Centre that he has completed the work and it is ready for inspection.

On completion the contractor shall clean all windows and doors including the cleaning and oiling if necessary, of all hardware, inside and outside, all floors, staircases, and every part of the building. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the Centre.

40.0 CLEARING SITE ON COMPLETION

On completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Centre.

41.0 DEFECTS AFTER COMPLETION

The contractor shall make good at his own cost and to the satisfaction of the Centre all defects, shrinkage, settlements or other faults which may appear within 12 months after completion of the work. In default the Centre may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Centre or may be deducted by the Centre, in lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained under Clause No. 4 together with any expenses the Centre may have incurred in connection therewith.

42.0 ESCALATION

No price escalation will be allowed for this contract. The rate quoted shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, overheads, other taxes & duties etc.

43.0 IDLE LABOUR

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

44.0 SUSPENSION

If the contractor except on account of any legal restraint upon the Centre preventing the continuance of the work or in the opinion of the Centre shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Centre shall have the power to give notice in writing to the contractor requiring the work be proceeded within a reasonable manner and with reasonable despatch, such notice purport to be a notice under this clause:

After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with, if the contractor fails to start the work within 7 (seven) days after such notice has been given to proceed with the works as therein prescribed, the Centre may proceed as provided in Clause 45 (Termination of Contract by Centre).

45.0 TERMINATION OF CONTRACT BY CENTRE

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a Receiver of the contractor's firm appointed by the court shall be unable within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Centre that he is able to carry out and fulfil the contract, and if so required by the Centre to give reasonable security therefor, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to the contractor, thereunder, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall in the opinion of the Centre not exercise such diligence and make such due progress as would enable the work to be completed within due time

agreed upon and shall fail to proceed to the satisfaction of the Centre after three clear days notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, the Centre may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby affecting the powers of the Centre of the obligations and liabilities of the contractor the whole of which shall continue in force as fully 'as- if the contract, had not been so determined and as if the works subsequently executed had been executed by or on behalf of the contractor (without thereby creating any trust in favour of the contractor) further the Centre or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffoldings, sheds, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter or things to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as seen thereafter as conveniently may be, the Centre shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within a period of 14 days after receipt by him the Centre may sell the same by Public Auction and shall give credit to the contractor for the amount so realised. Any expenses or losses incurred by the Centre in getting the works carried out by other contractors shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the Security deposit.

46.0 METHOD OF MEASUREMENT

Unless otherwise mentioned elsewhere in the tender measurement will be on the net quantities or work produced in accordance with upto date rules laid down by the Indian Standard Institution. In the event of any dispute with regard to the measurement of the work executed, the decision of the Engineer-in-Charge/ Centre shall be final and binding on the contractor.

47.0 ACTION WHERE NO SPECIFICATION

In the case of any class of work for which there is no such specification in Technical Specification, such work shall be carried out in accordance with the I.S. Specification and in the event of there being no I.S. specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge/Centre.

48.0 COMPENSATION FOR DELAY

If the contractor fails to maintain the required progress in terms of clause 21.0 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Centre on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 21.0 or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified.

(i) Compensation
for delay

@ 1.5 % per month of delay
of work to be computed on per day basis

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

In case no compensation has been decided by authority during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time, the net period of such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under, the contractor shall be liable to pay compensation for such delay.

Provided that compensation during the progress of work before the justified extended date of completion for delay under this clause shall be for non-achievement of sectional completion or part handing over of work on stipulated/justified extended date for such work or if delay affects any other works/services. This is without prejudice to right of action by the Engineer in Charge under clause 5.3 for delay in performance and claim of compensation under that clause.

In case action clause 48 has not been finalised and the work has been determined under clause 5.3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination as assessed by the authority, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Centre. In case, the contractor does not achieve a particular milestone, or the re-scheduled milestone(s) in terms of Clause 21.0, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

49.0 ACTION WHEN WHOLE OF SECURITY DEPOSIT/PERFORMANCE GUARANTEE IS FORFEITED

In any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay liquidated damages amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) the Centre shall have power to adopt any of the following courses as they may deem best suited to the interest of the Centre:-

a) To rescind the contract (of which rescission notice in writing to the contractor under hand of the Centre shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Centre.

b) To employ labour paid by the Centre 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 price of material (of the amount of which cost and price of a certificate of the Engineer-in-Charge/Centre shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract the certificate of Engineer-in-Charge/Centre as to the value of the work done, shall be final and conclusive against the contractor.

c) 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 excess the certificates in writing of the Engineer-in-Charge /Centre 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 Centre under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of above courses being adopted by the Centre the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements, or make any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescind under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum or any work thereto for actually performed under this contract, unless, and until the Centre will have 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.

50.0 CONTRACTOR REMAIN LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER FOREGOING CLAUSES

In any case in which any of the powers conferred upon the Centre/Engineer-in-Charge by Clause 53 hereof, shall have become exercisable and the same shall not be exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such power shall notwithstanding he exercisable in the event of any future case of default be the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected in the event of the Centre/Engineer-in-Charge putting in force either of the powers (a) or (b) vested in him under the preceding clause, he may, if so desire, take possession of all or any tools, plants, materials and stores, in or upon the works, Or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates or in case of these not being applicable a current market rates to be certified by the Centre/Engineer-in-Charge whose certificate thereof shall be final, otherwise the Centre/Engineer-in-Charge may by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent required him to remove such tools, plant materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition the Centre/Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor at his risk in all respects and the certificate of the Centre as to the expenses of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

51.0 SUM PAYABLE BY WAY OF COMPENSATION

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to applied to the use of Centre without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

52.0 GUARANTEE FOR THE SPECIALISED WORKS

Wherever provision for submission of a guarantee has been advised, the same shall be submitted from the specialized agency along with a counter guarantee by the main contractor engaged for the work. The guarantee shall be furnished on a non-judicial stamp paper of appropriate value. If the contractor is required to submit guarantee/guarantees for any item/items for a period of beyond defect liability period, the guarantee/guarantees in case of those items shall remain valid even after expiry of the defect liability period.

53.0 TESTS/RESULTS/SITE REGISTERS ETC.

The contractor will be required to maintain the following registers at site of work and should produce the same for inspection of the Centre whenever desired by them. The proforma will be issued to them by the EIC before commencement of work.

Contractor will have to submit their Running Account Bills in printed form shown in Annexure B and C.

54.0 INCOME TAX

Statutory deduction of Income Tax, Labour Welfare Cess (If applicable), GST-TDS etc shall be made from all interim and final payments as per Income Tax Act and Rules and GST Act & Rule.

55.0 AGREEMENT

The successful contractor is to enter into an agreement with the Centre as per a prescribed proforma (as per Annexure "A") on a Non-judicial Stamp paper of minimum value of Rs 100.00 without which no bill will be accepted for payment. Cost of Stamp paper will be borne by the contractor.

56.0 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK TO BE CARRIED OUT

If at any time after the commencement of the work, the Centre/ Engineer-in-Charge shall for any reason whatsoever not require the whole work thereof as specified in the tender to be carried out the Engineer-in-Charge/Centre shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage with which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reason of any alterations having been made in the original specification, drawing, designs and instructions which shall involve any curtailment of the work as originally contemplated.

57.0 ARBITRATION

All disputes or differences of any kind whatsoever (except for excepted matters vide – Clause no. 16.0 which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance thereof of this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or branch of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Centre hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the Centre will send within thirty days of receipt of the notice to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

The contractor shall on receipt of the names as aforesaid, select any one of the person's name to be appointed as a sole Arbitrator and communicate his name to the Centre within thirty days of receipt of the names. The Centre shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the Competent Authority shall make the selection and appoint the selected person as the Sole Arbitrator.

If the Centre fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Centre a panel of three names of persons

who shall all be unconnected with either party. The Centre shall on receipt of the named as aforesaid select any one of the persons names and appoint him as the Sole Arbitrator. If the Centre fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and communicate his name to the Centre.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.

The work under the Contract shall, however, continue during the arbitration proceedings and no payment due to payable to the contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing.

The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be Kolkata.

The fees, if any, of the Arbitrator shall, If required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award including the fees, if any, of the Arbitrator who may direct to and by whom and in what manner, such costs Of any part thereof shall be paid and may fix or settle and amount of costs to be so paid.

The award of the Arbitrator shall be final and binding on both the parties.

Subject to aforesaid the provisions of Arbitration and conciliation Act , 1996 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 proceeding under this clause.

The Centre and the contractor hereby also agree that arbitration under clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

The venue of the Arbitration shall be Kolkata.

58.0 CANCELLATION OF WORK

The Centre reserves the right to cancel the work order, without assigning any reason thereof, if the contractor fails to i) submit the requisite amount of Performance Bank Guarantee in the form of DD or BG within a stipulated time period or ii) If the contractor fails to commence the work within 15 days of issue of LOC/Work order or iii) if the progress is found to be extremely poor without a valid reason. Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Centre has the right to terminate the contract without compensation to the contractor.

59.0 GST

GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Centre will not entertain any claim whatsoever in respect of the same. However, component of GST at the time of supply of service (as provided in GST ACT 2017) provided by the contract shall be varied if different from that applicable on the last day of receipt of tender including extension if any. Provided further that such adjustment including GST shall not be made in extended period of contract for which the contractor alone is responsible for delay as determined by the authority for extension of time under the relevant clause.

60.0 BRIEF SPECIFICATION

The work shall be carried out as per schedule of items of work, CPWD specification and direction of the Engineer-in-Charge. The specialised items shall be carried out in conformity with manufacturer's specification and / or as directed by EIC.

61.0 PROTECTIVE MEASURES

The contractor from time to time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays.

Contractor shall indemnify the Centre against any possible damage to the building, roads , or members of the public in course of execution of the work.

Contractor shall provide necessary temporary enclosures, gates, entrances etc for protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all disturbed works.

61.0 FORCE MAJEURE

Contractor shall not be considered in default in delay in work occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riot and acts of unsurpassed power. Only those causes which have duration of more than seven (7) days shall be considered cause of force majeure. A notification to this effect duly certified by the statutory authorities shall be given by the contractor to the Centre within 10 days from the date of such Force Majeure condition by registered letter. In the event of delay due to such causes, the work schedule/completion time will be extended for a length of time equal to the period of force majeure or at the option of the Centre the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of the Centre. In the event of such cancellation, the contractor shall refund any amount advanced or paid to them, by the Centre and deliver back any materials issued to them by the Centre and release facilities, if any, provided by the Centre.

The bidder will be solely responsible for any fatal / non fatal accident which occurs to their person during execution of work.

62.0 CONFLICT IN CLAUSES

The terms and conditions in the entire tender document and any revision from time to time shall be abided by the contractor. However, in case of any conflict between the meaning or interpretation amongst two or more clauses in the tender document at different locations, the condition/specification in the Special Condition of Contract shall over-ride the same mentioned in the GCC and the condition/specification indicated in the BOQ shall supersede all other conditions.

63.0 DECLARATION

I/We have inspected the site of works and have made me/us fully acquainted with the local conditions in and around the sites of works. I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, General Conditions of Contract, Technical Specifications and understood the same and on the basis of the same I/We quoted our rates in the schedule of quantities attached with the tender documents.

I/We shall also uniformly maintain such progress with the work, as may be directed by the Centre to ensure completion of same within the target date as mentioned in the tender documents.

Signature of Tenderer

Address:

Date:

Seal of the Firm/Company

PREFERRED LIST OF MATERIALS APPROVED BRAND / MANUFACTURER

Unless otherwise stated elsewhere in this contract, all materials to be used in the work shall be with ISI mark or equivalent as approved by the Centre. Contractor's intent to use any material other than preferred list of materials, prior approval of the Centre should be obtained.

Sl. No.	NAME OF MATERIALS	MANUFACTURER
1.	Cement	ULTRATECH / LAFARGE / AMBUJA / ACC or any brand approved by the Authority.
2.	Steel	SAIL / TATA / RINL
3.	Ceramic Tiles	Kajaria / Orient / Johnson / NITCO
4.	Vitrified Tiles	Kajaria / Orient / Johnson / NITCO
5.	Calibrated Factory (Autoclave) Processed marble slab	Floriarna / Kalinga stone or any –brand approved by the Authority.
6.	Flush Door	Mayur / Oxford / Globe I Green Ply/Century with ISI mark.
7.	Water Proofing Compound	Nils, BASF, M/s. Pidilite, M/s, Sika Qualcrete, M/s. Choksey Chemicals Pvt Ltd., Asian Paints.
8.	Aluminium Doors, Windows, Curtain ,Wall, Structural Glazing	M/s. Nitson & Amitsu, M/s. Alfa Aluminium, M/s. Tara Engineering, M/s Hydro Building System
9.	Aluminium Extruded Sections	M/s. Hindalco, M/s.. Zindal, M/s. Century.
10.	Glazing	M/s. Saint Gobain Glass (I) Ltd, Ws. Pilkington Glass India Ltd, Ws. Ashai India Glass Ltd.
11.	Hardware Fittings, Locks	M/s. Acme, Mts. Hafele, Ws. Godrej, M/s. Dunex, M/s Hettich, M/s. Kich or as approved by the Authority.
12.	Door Closures & Floor spring	M/s. Hafele, Ws. Hettich, M/s. Godrej or as approved by the Authority.
13.	Water Proof Adhesive for Tile Fixing	M/s. Bal-Endura, Ws. Pidilite, M/s. Sika, M/s. MYK Laticrete.
14.	Exterior Acrylic Emulsion Paint ‘	Asian Paints, ICI
15.	Synthetic Enamel Paints, Distemper, Plastic Emulsion Paint, Acrylic Distemper (Ready Mix), Water Thinnable primer.	Asian Paints, ICI
16.	Putty	Birla, J.K.
17.	False Ceiling	Amstrong, Gypsum India
18.	Sandwich Puf Panel Roof Sheet	Epack, Omkar Puf, Jindal Mectec, Invogue
19.	G.I. Pipe	TATA, JINDAL
20.	G.I. fittings	HB
21.	Bath fittings	Jaquer, ESS ESS
22.	Sanitary fittings	Parryware, Hindware
23.	Pre-coated galvanized steel sheet	Tata Blue Scope, Jindal Steel, JSW Steel

Note:

1. The Engineer-in-Charge shall have the final say about the items amongst the above-mentioned make/brand that shall be used in the project and the contractor shall have no claim on this account for choosing a particular brand/make by the Centre. For the other items for which makes/brands are not mentioned, prior approval of the same has to be obtained before use.
2. If the approved brands mentioned above are not available (which the contractor has to prove with documentary evidence), equivalent make as may be approved by the Engineer-in-Charge, only to be used for the work.

**(To be typed on a Non-judicial Stamp paper of appropriate value)
FORMAT OF AGREEMENT**

This agreement made the day of 2017 BETWEEN THE Satyendra Nath Bose National Centre for Basic Sciences, Block –JD, Sector-III, Salt Lake, Kolkata-700106 (Herein after called the Employer) of the one part
And

M/s .(Name of the Contractor..... of.....(Address).....in the state of West Bengal (there in after called "the Contractor") of the other part WHEREAS as the employer is desirous that certain works should be constructed, viz (Name of the work).....and has accepted a tender by the contractor for the construction, completion and maintenance of such woks.

NOW THIS AGREEMENT WITNESSETH as follows :

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract-hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz :

- (a) The said Tender
- (b) Invitation to Tender
- (c) Instructions to Tenderers.
- (d) General Conditions of Contract for construction works
- (e) Special Conditions of Contract
- (f) Specifications
- (g) Tender Schedule, Bill of quantities, quoted rate and amount against each item.
- (h) Drawings
- (i) Letter of Acceptance (LOA) and Letter of Commencement (LOC)
- (j) Earnest Money Deposit (EMD) and Performance Guarantee (PG)

3. In consideration of the payments to be made by the Centre to the Contractor as hereinafter mentioned the contractor hereby covenants with the employer to construct, complete and maintain the works in conformity in all respect with the provisions of the contract.

4. The Centre hereby covenants to pay the contractor in consideration of the construction completion and maintenance of the works the contract price at the times and in the manner prescribed by the contract.

5. In witness whereof the parties hereto of SNBNCBS and the Contractor subscribe their respective hands, sign and seal in token of having accepted the aforesaid terms and conditions of the day, month and year mentioned above.

Signed, sealed and delivered by SNBNCBS Signed, sealed and delivered by contractor

Signed and delivered in Kolkata
in the presence of :

Witness 1:
Name and address

Witness 2:
Name and address

MEASUREMENT SHEET

Name of the Job :

Contract No and Date:

Name of Agency:

Date of Commencement

Date of completion:

Measurement taken upto :

Bill No..... RA/Final Bill:

Measurement Sheet Page Ref :

Item No	Particulars	Unit	Details of actual measurement				Quantity	Remarks
			No	L	B	H		

The measurement recorded above are accepted with full satisfaction

Stamped signature of the contractor

Measurement certified By

Measurement countersigned by

Designation:

Designation:

ABSTRACT BILL

Running Account Bill No...../Final Bill

Name of work :

Name of agency:

Work order no and date:

Date of Commencement

Date of completion

Measurement taken upto:

I t e m N o	Items of work	Unit	BO Q Qty	Quantity			Rate (Rs)	Part rate (Rs)	Amount (Rs)		
				Since previous bill. (Rs.)	This Bill	Cumulati ve uptodate			Upto previo us	This Bill	Cumul ative upto date amount
1	2	3	4	5	6	7	8	9	10	11	12
Total											
Security deposit											
Less paid upto last Bill											
Amount payable											

This is to certify that the work against the above bill has been completed satisfactorily and as per specification of respective item. The work has been duly supervised during execution

Bill certified by	Bill verified by	Bill countersigned by
Designation	Designation	Designation
n		
Accounts Officer		

Bid Securing Declaration Form

Date: _____

Tender No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: _____ (insert signature of person whose name and capacity are shown)

in the capacity of _____ (insert legal capacity of person signing the Bid Securing Declaration)

Name: _____ (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of _____ (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of joint Venture, the Bid Securing Declarations must be in the name of all partners to the joint Venture that submits the bid)