



सीएसआईआर-केन्द्रीय इलेक्ट्रॉनिकी अभियांत्रिकी अनुसंधान संस्थान
CSIR-CENTRAL ELECTRONICS ENGINEERING RESEARCH INSTITUTE
(विज्ञान तथा प्रौद्योगिकी मंत्रालय / MINISTRY OF SCIENCE & TECHNOLOGY, भारत सरकार/ GOVT. OF INDIA)
पिलानी, राजस्थान (भारत)/Pilani, Rajasthan - 333031 (INDIA)



**Name of Work: - Maintenance Contract of civil works at residential complex in
CEERI, Pilani**

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NOTICE INVITING TENDER

1. Online Item-rate e-tenders is hereby invited through e-tendering portal <https://etenders.gov.in/eprocure/app> for the composite work of “**Maintenance Contract of civil works at residential complex in CEERI, Pilani**” from contractors of appropriate class of CPWD, Railways, MES, State PWD's, Semi government organizations and / or from those who have successfully carried out similar works for CSIR or its laboratories, govt. or semi government organizations. The tenderers should have successfully completed at least three similar works amounting to Rs. **20.97 Lac** or at least two similar works amounting to **Rs. 31.45 Lac** or at least one work amounting to Rs. **41.94 Lac** or above in single contract of the estimated cost of work during the last seven years, ending on the last day on the month previous to the one in which tender is being invited. The contractors may apply with proof of fulfilling the above conditions along with copies of PAN, GST registration number, satisfactory work completion certificates. Similar work shall mean the contractor having work experience of buildings work and repair of buildings.
2. The Estimated cost of work is **Rs. 52,41,992.00/- (Rupees Fifty-Two Lakh Forty-One Thousand Nine Hundred Ninety-Two only)** based on DSR-2023 (Including cost index, Labour Cess) & prevailing market rates.
3. Duration of contract for carrying out of the work will be **12 months** from the date of commencement which shall be reckoned from the tenth day of issue of award letter.
4. The tender in two bid system shall be submitted through online at CPPP website: <https://etenders.gov.in/eprocure/app> by the tenderer, as per date given in Critical Date Sheet below:

Critical Date Sheet

S.No.	Schedule of activities	Date & Time
1	Publish date on CPP Portal	30.08.2025 from 09:00 Hrs
2	Tender document downloads start date	30.08.2025 from 11:00 Hrs
3	Tender document downloads End date	08.09.2025 upto 15:00 Hrs
4	Tender submission start date	30.08.2025 from 11:00 Hrs
5	Tender submission End date	08.09.2025 upto 15:00 Hrs
6	Document related to eligibility criteria opening date (Cover — I)	09.09.2025 at 15:00 Hrs
7	Financial Bid opening date (Cover — II)	To be intimated later

5. Scanned copies of Tender Fee (non-refundable) of Rs. 1000.00/- (Rupees One Thousand only) deposited through Demand Draft/Banker's Cheque **in favour of Director, CSIR-CEERI, Pilani, CSIR-CEERI, Pilani.**

5a. Earnest Money Deposit amounting to **Rs. 1,05,000.00 (Rupees One Lakh Five Thousand only)** in the shape of Demand Draft/Banker's Cheque in favour of Director, CSIR-CEERI, Pilani and the scanned copy may be uploaded in Cover-I of the tender and hard copy may be deposited in Building & Maintenance Section, CSIR-CEERI, Pilani up to **09.09.2025 at 11:00 Hrs.** Tenders received without Earnest money and tender fee will not be considered.

6. The tenderer is to indicate the name & telephone numbers of issuing agency of the completion certificates to enable the verification of the documents, if necessary. It may be noted that even after opening of price bid, the credential submitted found to be false/forged the offer submitted shall be rejected out rightly. No further clarification will be sought from the tenderers.
7. The employer does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted by him.
8. No tenderer shall be permitted to tender for works in the concerned unit of C.S.I.R. in which a relative is posted in the grade between Controller of Administration and Junior Engineer, (both inclusive). He shall also intimate the name of persons who are working with him in any capacity or subsequently employed by him and who relatives are as mentioned above.

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

9. Tenders submitted shall remain valid for a period of 90 days from the bid submission end date for the purpose of acceptance and award of work. Validity of the tender beyond 90 days from the bid submission end date shall be extended by mutual consent.
10. In e-tendering, tenderer can quote the rates in figure only. The rates in words, amount of each item and total is generated automatically. Therefore, the rate quoted by the tenderer in figure is to be taken as correct.
11. The tenderer should carefully see the contract drawings (as applicable) as no claim whatsoever will be entertained for any alleged ignorance thereof.
12. Before tendering, the tenderer shall inspect the site to fully acquaint himself about the conditions inplants etc., conditions affecting accommodations and movement of labour etc. required for the satisfactory execution of contract. No claim whatsoever on such accounts shall be entertained by the employer under any circumstances.
13. If any tenderer withdraws his tender within the validity period or makes any modification in terms and conditions of the tender, before the award of work, which are not acceptable to CSIR then CSIR shall, without prejudice to any other right or remedy, shall be at the liberty to forfeit 50 % (fifty percent) of the Earnest Money deposit absolutely. Further, the tenderer shall not be allowed to participate in the re-tendering process for this work.
14. 100% Earnest Money will be forfeited if the contractor fails to commence the work within the stipulated period after the Award of the work.
15. Except writing rates in figure only, the tenderer should not write any conditions or make any changes, additions, alterations and modifications.
16. Some of the major provisions of General Conditions of Contract are given below. Interpretations however, shall be as given in the General Conditions of Contract.
 - a. **DEFECTS LIABILITY PERIOD** is of **12 Months** from the date of completion as certified by the Engineer-In-Charge.

- b. **Minimum value of work for the Intermediate Certificate:- Interim certificate will be Four Lakh Thirty-Seven Thousand only.** However, a lesser amount can be admitted for intermediate / interim certificate at the discretion of the Engineer-In-Charge.
 - c. **SECURITY DEPOSIT:** A sum @ 10 % of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with sum already deposited as earnest money, amounts to 5 % of the tendered value of the work. In addition, the contractor shall be required to deposit an amount equal to 5 % of the contract value as performance security within the period prescribed in the letter of award issued to him.
 - d. **COMPENSATION:** Contractor shall pay, as compensation, an amount equal to 1% (one percent) or such smaller amount as the Employer (whose decision in writing shall be final) may decide on the cost of whole work as shown in the agreement, for every week that the work remains un-commenced or unfinished or due quantity of work remains incomplete after the scheduled dates. Compensation to be paid shall not exceed 10% (Ten percent) of the contract amount as shown in the agreement.
17. For any queries relating to the Tender Document and the terms and conditions content therein should be addressed to S.E. (CIVIL) & Electrical, CSIR-CEERI, Pilani.
 18. Clause No.28 of conditions of contract i.e. "**Escalation**" will not be applicable in this work.
 19. The labours / Engineer deployed by the contractor at site will be paid by the contractor on the basis of minimum wages as notified by Chief Labour Commissioner (C), New Delhi from time to time.
 20. The rate quoted by the contractor for items of work shall be inclusive of all taxes including GST & Labour Cess etc. No claim on account of taxes will be considered after the submission of tender.
 - a. The contractor shall comply the provision of the building & other construction workers (Regulation of Employment & Conditions of Service) Act 1996, the building & other construction workers Welfare Cess Act, 1996 (Central Act) and Goods & Service Tax & Government of India Acts & rules in force during the currency of contract.
 21. Opening of Technical Bid (Cover: I)
 - (a) The Technical bid will be opened by Tender Opening Committee (TOC) on **09.09.2025 at 15:00 Hrs**, in the office of Building & Maintenance Section, CSIR-CEERI, Pilani, in the presence of such intending tenderers or their authorized representatives who may wish to be present at that time. No claim or any grievances will be entertained what-so-ever by the Tender Opening Committee in this regard.
 - (b) The TOC, after evaluation of documents contained in Cover: I i.e. Technical Bid, will decide the eligible tenders, as per the criteria laid down in the NIT.
 - (c) The TOC will then open the Financial Bids of only eligible tenderers.
 22. Opening of Financial Bid (Cover: II). The Cover: II of Eligible Tenderers shall be opened serially. The total amount quoted by the tenderers shall then be read out by the TOC for information of those present / participated.
 23. Tender Liable for Rejection.

Tender is liable for outright rejection if on opening it is found that —

- (a) The Tenderer has not strictly followed the procedure laid down for submission of tender.
 - (b) If the tender is **CONDITIONAL**.
 - (c) If the Tenderer has quoted his offer anywhere else other than specified place provided.
 - (d) The Tenderer has not uploaded the documents or Failed to fill the prescribed format.
 - (e) Any other ground as decided by the TOC in view of deviation from Tender Document.
24. The instructions for the submission of e-tender are available on the CPPP website i.e. <https://etenders.gov.in/eprocure/app> under the "Instruction for Online Bid Submission". All the intending tenderers are requested to go through these instructions before entering into the process of e-tendering and advised to visit again CPPP website regularly till closing date of submission of tender for any corrigendum/ addendum/ amendment. Manual tenders shall not be accepted.
 25. The tenderer shall submit an undertaking as per Annexure- I on Firm letter head. The scanned copy of the Undertaking shall be uploaded in Cover: I and the Original Copy of the undertaking should be submitted before award of work to Building & Maintenance Section.

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

S.No.	Cover-I	Cover-II
1	Receipt of deposit of Tender Cost	Financial bid as per format given in the tender
2	Scanned copy of Demand Draft in favour of Director, CSIR-CEERI, Pilani of earnest money amount	
3	Copies of experience certificates of similar works completed satisfactorily as per NIT	
4	Copy of valid registration of appropriate class	
5	Copy of GST registration number	
6	Copy of PAN Card	
7	Tender Acceptance Letter as per Annexure - I and II	

ARTICLES OF AGREEMENT

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

WHEREAS the Employer is desirous of getting the work of _____ done and has caused drawings,
schedule of Quantities and Specifications describing the work to be prepared.

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

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

1. In consideration of the payments to be made to them as hereinafter provided the Contractor shall upon
and subject to the conditions hereinafter contained execute and complete, the work at the rates specified
in the attached schedule of quantities and with such materials as are provided for and in accordance in all
respect with specifications, designs, drawings and instructions in writing. Time for carrying out the work
will be _____ and the date of commencement shall be reckoned from the tenth day of issue of award
letter.
2. The Employer shall pay to the Contractors such sums as shall become payable hereunder at the times and
in the manner specified in the said conditions.
3. This agreement contains the following documents in addition to pages of Articles of Agreement.
 - (i) General Conditions of Contract Page No _____ to _____
 - (ii) Special Conditions Page No _____
 - (iii) Additional Conditions Page No _____
 - (iv) Indenture for Secured Advance Page No _____ to _____
 - (v) Original tender document alongwith the covering letter of the firm dated _____ Page No: 1 to _____
 - (vi) _____
 - (vii) _____
 - (viii) _____

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

Signed by, for and on behalf of Employer _____

In the presence of

(1) _____ (2) _____

Signed by the said contractor

In the presence of

(1) _____ (2) _____

GENERAL CONDITIONS OF CONTRACT

1. INTERPRETATION

- (1) In construing these conditions, the Specifications, the Schedule of Quantities, Tender, Special Conditions and Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires.
- (2) This contract shall comprise of the Articles of Agreement, General Conditions of Contract, Special Conditions, Additional Special Conditions, the Schedule of Quantities, Specifications, letter of acceptance of tender and other documents mentioned in the contents sheet attached hereto and including those to which only reference is made herein.

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

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

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

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

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

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

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

2. DRAWINGS AND SPECIFICATIONS

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

3. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

- (a) The contractor shall provide at his own cost all materials. (except such materials, if any as may in accordance with the contract be supplied by the Employer) plants, tools, appliances, implements, ladders, scaffolding, temporary works, etc. requisite or proper for the execution of the work whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or which may be necessary for the purpose of satisfying or complying to the requirements of Engineer, as to any manner as to which under these conditions he is entitled to be satisfied together with carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract and/or from his Security Deposit.

- (b) The contractor shall provide himself with requisite quantity and quality of water for carrying out the works at this own cost. If, however, piped water is supplied by the Employer, the contractor shall pay for the water at one per cent of the total cost of the work done except on Electrical work, Air-conditioning work and Furniture work. The contractor shall make his own arrangement for water connection and laying of further pipelines from the source of supply of the Employer. It should be clearly understood that the Employer does not guarantee to maintain un-interrupted supply of water and it will be incumbent on the part of the contractor to make alternative arrangement for water at his own cost in the event of any temporary break-down in the water mains so that the progress of work is not held up for want of water. No claim as damages or refund of water charges will be entertained on account of such break-downs. However, if the contractor is permitted to make his own arrangement to draw water from a well, hand-pump, or natural river or pond of the Employer, no charges will be made for the water drawn from the same, but the contractor will make good any damage done to the installations and ensure that the quality of water used in the work is conforming to BIS codes and provide for any treatment at his own cost.
- (c) The contractor shall be allowed to construct temporary wells in Employers' land for taking water for construction purpose only after he has permission of the Employer in writing. No charges shall be recovered from the contractor on this account but the contractor shall be required to provide necessary safety arrangement to avoid any accident or damage to adjacent buildings, roads and service lines. He shall be responsible for any accident or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.
- (d) The Employer on no account shall be responsible for the expenses incurred by the contractor for hired ground or water obtained from elsewhere.
- (e) Subject to availability the Employer may supply power at only one point from where the Contractor shall make his own arrangement for distribution including provision of electric meters, switches, fuses etc. at his own cost. These shall be in the custody of the Employer. If there is any hinderance caused to other works the contractor shall reroute or remove such temporary lines without any extra cost. Such temporary lines shall be removed after the completion of work. The cost of power consumed by the contractor shall be payable to the employer at rates fixed by the Employer, which would be deducted from the running-account bills. However the Employer does not guarantee the supply of power and no compensation for any failure or short supply of power shall be entertained.

4. AUTHORITIES, NOTICES & PATENTS

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

5. RATES TO INCLUDE ALL TAXES

- (a) Rates quoted by the contractor shall include sales tax, duties, octroi, toll tax, royalties and all other taxes in respect of this contract and the Employer shall not entertain any claim whatsoever in this respect. Tendered rates are inclusive of all taxes and levies payable under the respective statutes. However pursuant to the Constitution (Forty Sixth Amendment) Act, 1982 if any further tax or levy is imposed by Statutes, after the date of receipt of tenders and the contractor thereupon necessarily and properly pays such taxes/levies the contractor shall be reimbursed the amount as per the rules on producing proof of payment so made provided such payments, if any, is not in the opinion of the Employer (whose decision shall be final and binding) attributable to delay in executing of work within the control of the contractor.

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

6. MATERIALS

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

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

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

7. TESTING OF MATERIALS

The contractor shall provide assistance, instruments, materials, labour and any other arrangement normally required for testing, checking of materials and workmanship as stipulated in the specifications and by statutory authority at his own cost. The Employer has the right to appoint the testing authorities. The contractor shall pay for the cost of test samples, its packing, transportation including testing fees. Failing his so doing, the same shall be provided by the Engineer at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract and/or from the Security Deposit or proceeds thereof or of a sufficient portion thereof.

8. CONTRACTOR'S ENGINEERS / FOREMAN & WORKMEN

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

9. ACCESS

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

10. VARIATION & PRICE FOR VARIATION

- (a) The Engineer with the approval of the Employer shall have power to make any alterations/omissions/additions and/or substitutions from the original specifications, drawings, designs, and written instructions and such alterations, omissions, additions, substitutions shall not invalidate the contract and any altered, additional, or substituted work which the contractor may be directed to do in the manner specified above as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The rates for such altered, additional or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order!
- (b) If the rates for the altered, additional, or substituted work are specified in the contract for the work, the contractor is bound to carry out the altered, additional, or substituted work at the same rates as are specified in the contract for the work.
- (c) If the rates for the altered, additional, or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.

- (d) If the rates for the altered, additional, or substituted work cannot be determined in the manner specified in sub-clause (b) and (c) above, then the contractor shall, within 10 working days from the date of receipt of the order to carry out the work through notice in writing, inform the Engineer of the rate which it is his intention to charge for such class of work, supported by analysis of the rate claimed which shall be based on actual cost of work plus 10% as contractor's profit and over-heads except in case of departmental materials for which contractors profit and over-heads shall be 2.5%. When such notice has been given, the Engineer with the consent of the Employer may agree to such a rate but if the Engineer does not agree to the contractor's rate the Engineer may cancel his order to carry out such class of work and arrange to carry out in such a manner as he may consider advisable.
- (e) Under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates of items falling under the clause.

11. FAULTY MATERIALS, WORKMANSHIP & DEFECTS AFTER COMPLETION

- (a) The Engineer shall have powers to require the removal from the site of all materials and work which in his opinion are not in accordance with specifications and in case of default, the Engineer shall be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials to be substituted thereof and in case of default the Engineer may cause the same to be supplied and all costs which may attend such removal and/or substitution are to be borne by the contractor.
- (b) If it shall appear to the Engineer or to the Chief Technical Examiner, that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, any defects, shrinkage or other faults which may appear within the defects liability period of six months from the date of completion arising in the opinion of the Engineer, the contractor shall on demand in writing which shall be made within six months of the completion of the work from the Engineer specifying the work, materials, articles defects or other faults complained of notwithstanding that the same may have been passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own cost. In case of any such failure, the Engineer may rectify or remove or re-execute the work or remove and replace with others, the material or articles complained of as the case may be at the risk and cost in all respects of the contractor.
- (c) In lieu of rectifying the work not done in accordance with the contract, the Employer may, allow such work to remain, and in that case make allowance for the difference in value, together with such further reduction as in his opinion may be reasonable.
- (d) Provided always that nothing in this clause shall relieve the contractor from his liability to execute the works in all respects in accordance with the terms and conditions of this contract, or from his liability to make good all defects.

12. WORKS TO BE OPEN FOR INSPECTION

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

13. ASSIGNMENT OR SUB-LETTING

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

14. INDEMNIFYING AGAINST DAMAGES TO PERSONS, PROPERTY & STATUTES

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

- (a) The contractor shall be responsible for all injury to persons, animals or things, and for all damage, whether such injury or damage arises from carelessness or accident in any way connected therewith. This clause shall be held to include interalia any damage due to causes as aforesaid to work, building (whether immediately adjacent or otherwise) and to roads, streets, foot paths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract by inclemency of weather. The contractor indemnifies the Employer and holds him harmless in respect of all expenses arising from such injury or damages as aforesaid and also in respect of any award of compensation or damage consequent upon such claim including legal costs.
- (b) The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contracted works complete and perfect in every respect and so as to make good and otherwise satisfy all claims for damage as aforesaid to the property of third parties.
- (c) The contractor also indemnifies the Employer against all claim which may be made upon the Employer for acts during the currency of this contract by any employee or representative of an employee of the contractor or any sub-contractors, employed by him, for any injury to or loss of life, of such employees, or for compensation payable under any law for the time being in force to any workmen or to the representative of any deceased or incapacitated workmen.
- (d) The contractor also indemnifies the Employer against all claims which may be made upon the Employer for acts during the currency of this contract by the Central/State Government or local Municipal authorities for the noncompliance of any laws, regulations, rules pertaining to wages act, safety act in force and any amendments thereof in respect of all labour and apprentices directly or indirectly employed in the work under this contract.
- (e) The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation costs, charges and/or expenses arising or accruing from or in respect of any such claim and/or damages as aforesaid from any sum or sums due or to become due to the contractor or security deposit.

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

15. LIEN IN RESPECT OF CLAIM IN OTHER CONTRACTS

- (a) Any sum of money due and payable to the contractor including the security deposit under the contract may be withheld or retained by way of lien by the Employer or Government or any other contracting person or persons against any claim of the Employer or Government or such other persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Employer or Government or with such other persons.
- (b) It is agreed term of the contract that the sum of money so withheld or retained under this clause by the Employer will be kept withheld or retained as such by the Employer or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the Arbitrator if the contract is governed by arbitration clause or by the competent court as the case may be, and that the contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

16. WITHHOLDING & LIEN IN RESPECT OF SUMS CLAIMED

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

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

17. IN-CASE OF DEATH OF CONTRACTOR

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

18. SUB-CONTRACTORS

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

19. COMPLIANCE TO LABOUR LAWS & APPRENTICE ACT

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

20. COMPENSATION FOR DELAY

- (a) The time for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be deemed to be the essence of the contract on the part of the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and the contractor shall pay as compensation an amount equal to one per cent or such smaller amount as the Employer (whose decision in writing shall be final) may decide on the amount of the whole work as shown in the agreement, for every week that the work remains uncommenced or unfinished after the proper dates.
- (b) And further to ensure good progress during the execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month (save for special jobs) to complete one-eighth of the whole of the work before one-fourth of the whole time allowed under the contract has elapsed; three-eighths of the work before one-half of such time has elapsed, and three-fourths of the work before three-fourths of such time has elapsed. However for special jobs if a time schedule has been submitted by the contractor and the same has been accepted by the Employer, the contractor shall comply with the said time schedule. In the event of the contractor failing to comply with this condition, he shall be liable to pay as compensation an amount equal to one per cent or such smaller amount as the Employer (whose decision in writing shall be final) may decide on the said cost of the work for every week that the due quantity of work remains incomplete. Provided that the entire compensation to be paid under the provisions of this clause shall not exceed ten per cent on the cost of the work as shown in the agreement.

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

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

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

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

22. EXTENSION OF TIME

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

23. SUSPENSION OF WORK BY CONTRACTOR

- (a) The Employer may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damages in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice absolutely determine the contract in any of the following cases:
 - (i) If the contractor having been given by the Engineer a notice to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or unworkman-like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that in the judgement of the Employer (which shall be final and binding) he will be unable to ensure completion of the work by the date for completion or he has already failed to complete the work by that date.
 - (ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court of creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
 - (iii) If the contractor commits breach of any of the terms and conditions of this contract.
 - (iv) If the contractor commits any acts mentioned in Clause-13 hereof.
- (b) When the contractor has made himself liable for action under any of the cases aforesaid, the Employer shall have the following powers:
 - (i) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Employer shall be conclusive evidence). Upon such determination or rescission the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.
 - (ii) The Engineer may employ labour paid by the Employer and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects

in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Engineer as to the value of the work done shall be final and conclusive against the contractor, provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Employer are less than the amount payable to the contractor at his agreement rates, the difference should not be paid to the contractor.

- (iii) After giving notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which exceed the certificate in writing of the Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Employer under this contract or any other account whatsoever or from his security deposit.
- (iv) In the event any one or more of the above courses being adopted by the Employer the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

24. SECURED ADVANCE

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

25. CERTIFICATES & PAYMENTS

- (a) No payments shall be made for a work estimated to cost Rupees ten thousand or less till the whole of the work shall have been completed and certificate of completion given. But in the case of a work estimated to cost more than Rupees ten thousand, the contractor shall, on submitting the bill be entitled to receive a monthly payment proportionate to the part of the work executed, and to the satisfaction of the Engineer, whose certificate of the sum so payable shall be final and conclusive against the contractor, provided the amount of work done is as per the value of intermediate certificate or for a lesser amount at the discretion of the Engineer as mentioned in the NIT. All such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed, or reerected or be considered as an admission of the due performance of the contract, of any part thereof in any respect or the accruing of any claim nor shall it conclude, determine, or affect in any way the powers of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within two months of the date fixed for the completion of work or of the date of the certificate of completion furnished by the Employer and payment shall be made within three months if the value of the completed works is upto Rs. two lakhs and in six months if the same exceeds Rs. two lakhs of the submission of such bill. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months or six months as the case may be.

(b)

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

- (c) A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer on printed forms obtainable from the Engineer's office. The Engineer shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted as far as possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid the Engineer may cause action within seven days of the date fixed as aforesaid, an authorised representative to measure up the said work in the presence of the contractor whose signature to the measurement will be sufficient warrant and the Engineer may prepare the bill from such measurements.
- (d) Before taking any measurement of any work the Engineer or his authorised representative deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend after such notice or fails to sign or to record the difference within a week from the date of measurement in the manner required by the Engineer then in any such event the measurements taken by the Engineer or by the authorised representative deputed by him as the case may be, shall be final and binding on the contractor and the contractor shall have no right to dispute the same.
- (e) The charges in the bills shall always be entered at the rates specified in the agreement or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the agreement at the rate determined as per clause-10. However in case of partially executed items of work, the Employer at his discretion allows proportionate rates for such items of work as determined by the Engineer whose certificate of the sum so payable shall be final and conclusive against the contractor.

26. SECURITY DEPOSIT

- (a) The contractor shall permit the Employer at the time of making any payment to him for the work done and measured to deduct sum at the rate of 10 % of the gross value of work done in each running bill along with the Earnest Money if any, as already deposited by the contractor will amount to 10 % of the estimated cost or Rs 5.0 lakhs whichever is less, unless full amount of security deposit in cash or in the form of fixed deposit receipts pledged in favour of the Employer has been deposited.
- (b) In case a fixed deposit receipt of any scheduled bank is furnished by the contractor to the Employer as part of the security deposit and the bank goes into liquidation or for any reason is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Employer to make good the deficit of such sum from the running bill as mentioned above. Such deductions will be held by the Employer by way of security deposit, provided always that the Employer for this purpose shall be entitled to recover the said percentage of the amount from each running bill till the balance of the amount of security deposit is realised. All compensation or the other sums of money payable by the contractor under the terms of this contract may be deducted from the security deposit or from the interest arising therefrom or from any sums which may be due to or may become due to the contractor by the Employer on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions aforesaid, the contractor shall within ten days make good in cash or further fixed deposit receipt pledged in favour of the Employer. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the earnest money if deposited at the time of tenders will be treated as part of the security deposit.
- (c) The contractor if he so desires may furnish fixed deposit receipt in advance towards the security deposit. Such fixed deposit receipt shall be of a minimum value of Rs 25000/- each (The last such fixed deposit receipt could be of a lower value on the basis of the amount). In case any recovery is effected from running account bills, such recovered amount shall not be replaced with fixed deposit receipt. It is in the contractor's interest to keep a watch about the adequacy of the fixed deposit receipt submitted.
- (d)

No partial refund of security deposit shall be made during the defect liability period. In case the final bill is not settled within stipulated period for reasons beyond control and the Employer is satisfied that the security deposit is not required for adjustment of Employers dues or whatsoever dues either in this or any other contract then this security deposit either in full or in part could be refunded at the sole discretion of the Employer.

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

27. COMPLETION CERTIFICATE

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

28. ESCALATION

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

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

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

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

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

A—Component of materials expressed as per cent of the total value of work and is predetermined as 75.

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

MIO—Index numbers of Wholesale prices in India for all commodities published by the Reserve Bank of India on the date of receipt of tenders.

$$VL = W \frac{B}{100} \times \frac{(LI - LIo)}{LIo}$$

VL—Variation in labour cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

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

B—Component of labour expressed as per cent of the total value of work and is predetermined as 25.

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

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

- (b) The following principle shall be followed while working out indices mentioned in sub para (iii) above:
- (i) The compensation for escalation shall be worked out at half yearly intervals and shall be with respect to the cost of work done during the six calendar months of the said work. The first such payment shall be made at the end of the six months after the month (excluding) in which the tender was accepted and thereafter at six monthly interval. At the time of completion of work, the last period for payment might become less than six months, depending on the actual date of completion.
 - (ii) The index (MI or LI) relevant to any six months for which such compensation is paid shall be the arithmetical average of the indices relevant to the six calendar months. If the period upto date of completion after the six months covered by the last such installment of payment, is less than six months, the index MI or LI shall be the average of the indices for the months falling within that period.
 - (iii) The base index (MIO or LIO) shall be the one relating to the month in which the tender was stipulated to be received.
- (c) In the event the price of materials and/or wages of labour required for execution of the work decreases there shall be downward adjustment of the cost of work so that the price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard formula herein before stated under this clause shall mutatis mutandis apply, provided that no such adjustment for the decrease in the prices of materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the work is six months or less.

29. ARBITRATION

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

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

CENTRAL ELECTRONICS ENGINEERING RESEARCH INSTITUTE
(Council of Scientific & Industrial Research)
PILANI (RAJ)

SPECIAL CONDITIONS

1. The special conditions are meant to amplify the general specifications and general conditions of the contract
2. Work shall be as per CPWD specifications.
In case of any discrepancy the order of precedence in interpretation shall be as under
 - (i) Schedule of quantities
 - (ii) Drawing
 - (iii) Additional Conditions
 - (iv) General conditions of contract
 - (v) General Specifications
 - (vi) Special conditions
 - (vii) CPWD latest Electrical Engineering Practice
 - (viii) I.S. Codes
 - (ix) International codes
 - (x) Best Engineering practice.
3. Contractor must visit the site before submitting their tenders and must get acquainted with the working conditions. They should include in their rates all preliminary work necessary for commencement of work. It will be deemed that the contractor in their tender rates have included allowance for all such preliminary works.
4. Rates quoted by the Contractors shall be deemed as NET RATES and it will be presumed that they have included in their rates allowance for increases or local bodies during the period of contract given in the agreement or as extended subsequently. The rates quoted will be deemed to have included all the necessary materials T & P, labour required for satisfactory completion of works. No enhancement in rates shall be allowed on tendered rates. Similarly nothing extra will be paid due to increase in the basic price of materials or taxes or impositions of duties etc. either by an act of Government or any other authorities.

Note:- The Contractor should take into account the Rajasthan sales tax in their tender which will be deducted from the bill. At present the rate of S.T. is 1.5% and it can increase or decrease as per the Rajasthan Government and same will be deducted accordingly. The rates for extra or new items, if any, in the opinion of Engineer shall be final and binding on the contractor shall be derived from contract items in so far as applicable and in case it is not possible, this will be fixed on the basis of actual cost of materials and labour plus 10% contractor overhead and profit if CPWD schedule of the rates is not applicable. The decision of Engineer whatever any extra items is payable or not, what rate is to be paid for such items, shall be final, conclusive and binding on contractor.

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

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

INDENTURE FOR SECURED ADVANCE

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

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

1. That the said sum of Rs. _____ advanced by the Employer to the contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.
2. That the materials detailed in the said account of secured advance which have been offered to and accepted by the Employer as security are absolutely the contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the contractor indemnifies the Employer against all claims to any materials in respect of which an advance has been made to him as aforesaid.
3. That the materials detailed in the said account of secured advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the contractor solely in the execution of the said works in accordance with the directions of the Engineer and in the term of the said agreement.
That the contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe-custody and protections against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the contractor's custody and on his own responsibility and shall at all times be open to inspection by the Employer or any officer authorised by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the contractor shall forthwith replace the same with other materials of like quality or repair and make good the same as required by the Engineer.
4. That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Employer or any officer authorised by him on that behalf.
5. That the advances shall be repayable in full when or before the contractor receives payments from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. However if any intermediate payments are made to the contractor on account of work done then on the occasion of each such payment the Employer will be at liberty to make a recovery from the contractor's bill for such payment by deducting therefrom the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this

purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

7. That if the contractor shall at any time make any default in the performance or observance in any respect of any of the terms of provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Employer shall immediately on the happening of such default be repayable by the contractor to the Employer together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges; damages and expenses incurred by the Employer in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the contractor and the contractor hereby covenants and agrees with the Employer to repay and pay the same respectively to him accordingly.
8. That the contractor hereby charges all the said materials with the repayment to the Employer of the said sum of Rs. _____ and any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the Employer may at any time thereafter adopt all or any of the following courses as he may deem best:-
 - (a) Seize and utilise the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provisions in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and amount due in respect of advances under these presents and crediting the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the contractor he is to pay same to the Employer on demand.
 - (b) Removed and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus (if any) to the contractor.
 - (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the contractor under the said agreement.
- 9 That except in the event of such default on the part of the contractor as aforesaid interest on the said advance shall not be payable.

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

Signed sealed and delivered

by the said contractor : _____

In the presence of

Signature : _____

Name : _____

Address : _____

Signed by _____

by the order and direction

of the Employer : _____

In the presence of

Signature : _____

Name : _____

Address : _____

PERFORMANCE GUARANTEE

To

Council of Scientific & Industrial Research

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

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

AMENDMENTS - CONDITIONS OF CONTRACT FOR WORKS

S.NO	PAGE	PARA	MODIFY
1.	2	1(a)	
2.	5	1(b)	Amend Six to Twelve
3.	6	After para 3	Add a new sub para after 'WORK' as below :- "EMPLOYER" shall mean Director-General, CSIR or any officer authorized by Director-General for the purpose. Add a new para 3A :- "SUFFICIENCY OF TENDER. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of the tender for the works and the rates and the prices quoted in the schedule of items, which rates and the prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works".
4.	8	6.	Add sub para (g) as "In case of easy availability of approved quality of cement and steel in the open market it will be Employer's discretion to make these items as contractor's supply".
5.	8	8(a)	Add "Annexure III refers."
6.	9	10	Add sub para 10(f) as "Deviation Limits" Building work 30% Maintenance/emergency works 50% Foundation works 100% Services works 30%
7.	9	11 (b) first line 5 th line 7 th line	Modify to read as "If it shall appear to the Engineer or to the Employer based on audit/ technical examination that any work has been executed." Amend six to twelve
8.	12	19	Amend six to twelve
9.	16	26(d)	Add "Contractor shall obtain a valid license under Contract Labour (R&A) Act 1970 and Contract Labour (R&A) Central Rules, 1971 before commencing work and which should be valid till the completion." Add "However, release of security deposit would be only after written clearance of Labour Officer regarding no dues or claims is received."
10.	17	28	Add sub para (d) as "Employer shall have the discretion to permit the IEEMA (Indian Electrical & Electronics Manufacturers' Association) clause for escalation in case of specialized works e.g. lifts and electrical and mechanical installations etc. where the price variation is not similar to building works."
11.	17	29 29	Modify as below :- ARBITRATION (a) Except where otherwise provided in the contract, all questions and disputes relating to the interpretation of the specifications, designs, drawings and instructions herein before mentioned,

			<p>and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, specifications, estimates, instructions, orders on these conditions or otherwise concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of the person appointed by the Director-General, Council of Scientific and Industrial Research. The arbitrator shall be appointed within 30 days from the receipt of a request by any party. The arbitrator to whom the matter is originally referred, being unwilling or unable to act for any reason the Director-General shall appoint another person to act as of Arbitrator in accordance with the terms of the contract, such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The arbitrator shall give a speaking award. The Award of the Arbitrator shall be final and binding on the parties. The cost of the Arbitrator shall be borne equally by both the parties.</p> <p>(b) It is also a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.</p> <p>(c) It is also a term of the contract that if the contractor does not make any demand for arbitration in respect of any claim in writing within 90 days of receiving the intimation from the Employer that the final bill is ready for payment, the claim of the contractor will be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims.</p> <p>(d) Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof and the rules made there under and the time being inforce shall apply to the arbitration reference under this clause</p>
12	18	Add para 30	<p>Add para 30 to as under : "DISMANTLED MATERIAL": The contractor shall treat all material obtained during dismantling of a structure, services sub systems/installations, excavation of the site for a work etc. a employer's property and such material shall be disposed of to the best advantage the Employer according to instructions issued in writing by the Engineer.</p>

13.	1	Add para 31	Add para 31 as : PERFORMANCE GUARANTEES "Performance Guarantee may be taken from the contractor before the award of work, by the officer authorized to award the contract, if and where considered necessary, to ensure that a part or whole of the contract is completed by the contractor. In case of non-performance, this guarantee could be encashed.
14	2		Modify as "In case of any discrepancy, the order of precedence in Interpretation shall be as under:- (i) Schedule of quantities (ii) Drawings (iii) Additional conditions (iv) General conditions of contract (v) Special condition (vi) Additional Technical Specifications (vii) CPWD Latest Civil and Electrical specifications (viii) IS codes (ix) International codes (x) Best Engineering practice
15			Add Annexure III as below : Contractor's Site Superintendence Staff to be employed by contractor on works. The contractor shall employ the following technical staff during execution of works :- (a) For building and road works (i) One Graduate Engineer, when the tendered cost of work exceeds Rs 10 lakhs. (ii) One qualified Diploma holder (overseer) with experience not less than 3 years when the tendered cost of work exceeds Rs 5 lakhs but is less than Rs 10 lakhs. (iii) One qualified Diploma holder when tendered cost of work is more than Rs.2 lakhs but less than Rs. 5 lakhs. (b) For sanitary and water supply works one qualified diploma holder with experience of not less than 5 years, out of which one year should be in sanitary and water supply works when the tendered cost of work is more than Rs 50,000/- (c) For electrical works. (i) One qualified Graduate Engineer possessing Degree in Electrical Engineering from recognized university with an experience of not less than 3 years or a Diploma holder in Electrical Engineering with an experience of not less than 7 years when the tendered cost of the work is not less than Rs 1.5 lakhs. (ii) One Graduate Electrical Engineer with two years experience or a Diploma holder in Electrical Engineering with experience of not

			<p>less than 3 years, when the tendered cost of the work is more than Rs 75,000 but less than Rs 1.5 lakhs.</p> <p>(iii) One Diploma holder in Electrical Engineering with experience of not less than 3 years when tendered cost of work is more than Rs 37,000 but less than Rs 75,000.</p> <p>(iv) One licensed Supervisor with experience of not less than 3 years when the tendered cost of work is more than Rs 7,500 and less than Rs 37,000.</p> <p>(d) In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay reasonable amount not exceeding the amount shown below for each month of default. These recoveries are subject to modifications from time to time by C.P.R based on CPWD:</p> <p>(i) In case when a Graduate Engineer is to be employed Rs 3,000/-.</p> <p>(ii) In case when a qualified Diploma holder is required to be employed Rs 1,500.</p> <p>(iii) In case when a technical supervisor is required</p>
16	16	Clause 28 Para (ii)	<p>*The cost of work on which escalation will be payable shall be reckoned as 85% of the cost of the work as per the bills, running or final, and from this amount the value of material supplied by the Employer..... any items at prevailing market rates*.</p>

	AMMENDMENT OF CONTRACT FOR WORKS IN CSIR	AMENDED PROVISION
2 PARA	Security deposit shall be deducted from the running bills at 10% of the gross value of work done and measured inclusive of Earnest Money subject to a maximum of Rs 5.00 Lakhs (Rupees five-lakhs only).	A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with the sum already deposited as earnest money will amount to security deposit of 5% of the tendered value of the work. In addition, the contractor shall be required to deposit an amount equal to 5% of the tendered value of the contract as Performance Security within the period for commencement of work in the letter of award issued to him.
Page 15 Ppara-26 (a)	Security deposit: The contractor shall permit the Employer at the time of making any payment to him for the work done and measured to deduct sum at the rate of 10% of the gross value of work done in each running bill alongwith the earnest money if any, as already deposited by the contractor will amount to 10% of the estimated cost or Rs 5.0 lakhs whichever is less, unless full amount of security deposit in cash or in the form of fixed deposit receipts pledged in favour of the Employer has been deposited.	As per 1 above.
Page 16 para 28(a)	Escalation: If the prices of materials not being supplied by the Employer and/ or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contractor shall accordingly be varied, subject to the condition that compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of Clause 22 of the General Condition of Contract without levy of compensation under clause 20 of General Condition of Contract and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is six months or less. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the provision.	Escalation: If the prices of materials not being supplied by the Employer and/ or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contractor shall accordingly be varied, subject to the condition that compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validly extended under the provisions of Clause 22 of the General Condition of Contract without levy of compensation under clause 20 of General Condition of Contract and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is eighteen months or less. Such compensation for escalation in the prices of materials and labour when due shall be worked out based on the provision.

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

Amendment provision of GCC Clause No 29 ARBITRATION

1. In the event of any question /dispute/difference arising under the agreement or in connection herewith (Except as to matters the decision of which is specially provided under this agreement) the same be referred to the Delhi international Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.
2. The award of the Arbitration shall be final and binding on the parties. The Arbitrator may give interim award(s) and / or directions, as may be required.
3. Subject to the aforesaid provision, the arbitration and conciliation act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.

ANNEXURE - A

ADDITIONAL CONDITIONS OF CEMENT AND STEEL

CONDITIONS FOR CEMENT

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

CONDITIONS FOR STEEL

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

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

5. The contractor shall supply free of charge the steel required for testing. The cost of tests shall be borne by the contractor.
6. The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in Clause 6 of the contract. The theoretical consumption of steel shall be worked out as per procedure in Clause 6 of the contract and shall be governed by conditions laid therein.
7. Steel brought to site and steel remaining unused shall not be removed from site without the written permission of the Engineer-in-charge.

**CSIR – CENTRAL ELECTRONICS ENGINEERING RESEARCH INSTITUTE,
PILANI**

Conditions for AMC at CEERI, Pilani

The Contractor will be required to execute the requisite maintenance repair/petty works and will complete the task in a cost-effective way keeping in consideration the following terms and conditions:

- 1) The contractor has to depute a person to receive complaints from residents/employees on prescribed proforma, which will serve as a work order for which a suitable space will be given within the CSIR-CEERI. The contractor will execute the required maintenance/repair/petty work/work strictly on first-cum-first served basis, subject to the priorities spell out in Clause-6.
- 2) The maintenance/repairs work will include the work of repairs/renovation/provisions of small scale in small patches, in the various buildings of the residential/institute complex of CSIR-CEERI, Pilani.
- 3) This contract will be valid for 12 months initially but is likely to be extended for another 6 months subjected to satisfactory performance of the contractor and concurrence of both the parties i.e. Contractor and CSIR-CEERI. CSIR-CEERI reserve the rights to terminate the contract any time during the tenure of contract if the work of the contractor is not found satisfactory at one month's notice.
- 4) The Contractor will complete the work order Proforma in all respects, including a certificate of completion of the repair work from the licensee, and submit the proforma to the Officer(s) authorized for this purpose by the Director, CSIR-CEERI for counter signatures including detailed measurements and approved rates for the work done by him.
- 5) The Contractor will prepare a bill and submit it, alongwith the work orders, duly countersigned by the authorized officer(s) to the Engineer-in-charge, CSIR-CEERI for scrutiny and verification. The verified bill will be forwarded to the CSIR-CEERI Administration for approval and payment will be made to the contractor on its basis. Minimum period to submit a bill is of one month.
- 6) The work entrusted to the Contractor may fall under the following categories:
 - (a) Emergent repairs - To be attended same day
 - (b) Essential repairs - To be attended within two days
 - (c) Routine repairs - To be attended within seven days
- 7) Water charge and income-tax will be deduced from the bills as per the directives of the Government from time to time.
- 8) The repair of works are in general to be carried out in small patches in all schedule items. The Contractor will not refuse to carry out repair jobs even if the value of items of work is howsoever small.
- 9) All serviceable materials and old items in lieu of which new items have been provided/replaced, removed from various repairs will be deposited in Central Stores.
- 10) All the mulba after repairs shall be deposited off in CSIR-CEERI Campus as specified by Civil Engineering section. It will also be suitably leveled and dressed so that the place does not look shabby or hazardous. No amount will be paid in this regard.
- 11) All the materials to be used by the Contractor shall have to have prior approval from the Engineer-in-Charge.
- 12) Nothing extra will be paid for any variation/escalation in the cost index and price variation for labour and material announced by the Central/State Government in the quoted rates during the tenure of the contract.

ADDITIONAL POINTS

1. The cash vouchers of materials shall be given along with the supply of materials for Bonafede use of work to account for the same. Without cash vouchers, materials shall not be accounted for by the in charge.
2. The supply shall be in sealed containers/bags only.
3. The signed containers/bags shall be issued to the contractor in part and on return of the used signed container, then only next supply shall be issued.
4. The contractors have to remove the splashes/spots and the building must be neat & clean/splashes/ spots free. The recovery @ Rs. 10,000/- per building/quarter/unit shall be made from the contractor, if the contractor does not clean the splashes/spots.
5. Nothing extra shall be paid for any type of T&P scaffoldings/form work and for cleaning of splashes/spots. The rates shall be inclusive of all types of T&P, scaffoldings/form work.

LIST OF APPROVED MAKES FOR CIVIL WORKS

S. No.	Material	Approved make
1	Water Proofing Compounds, Plasticizer, Super Plasticizer, Grouts, Polymers, Polyexpanse, Other construction	Chowgule Koster, Fosroc, Sika, Huntsman (Ciba Geigy), Sunanda Specialty Coating, Shivalik Agro Poly Product Ltd.
2	Admixtures	Fosroc, MBT, Sika, CICO, Asian.
3	Veneered Particle Board	Kit ply, Action TESA, Anchor, Euro, Green.
4	Laminated Particle Board / Laminates	Kit ply, Action TESA, Anchor, Euro, Greenlam, Century Ply.
5	Flush door shutters	Kutty Flush door, Kit ply Industries (Swastik), Century, Tata Marine, Anchor.
6	False Ceiling, -Metal	Saint Gobain, Armstrong, Dexune.
7	Plywood/ Veneer	Anchor, Tata Marine, Euro, Green, Century
8	Anodised Aluminium Hardware (Heavy Duty)	HARDIMA, EVERITE, DORMA, Classic
9	Aluminium - Windows, Glazing and Partitions.	Jindal, Indalco, Hindalco.
10	Float Glass, Frosted Glass	Saint Gobain, Asahi, Pilington, Viracon, Modi Guard
11	MELAMINE POLISH	ASIAN PAINTS MELAMINE GOLD, WUDFIN OF PIDILITE, TIMBERTONE OF ICI DULUX
12	Polyester Powder Coating Shades	NEROLAC, BERGER, J&N
13	Silicon Sealant, Weather Sealant	G.E. Plastics, Dow Corning, WACKER.
14	Poly-Sulphide Sealant	Choksey Chemicals, Fosroc, Dr. Fixit, Sika
15	Grouting Compound	Endura, Pidilite, MYK LATICRETE
16	Dash / Anchoring Fasteners	HILTI, Fischer or approved equivalent
17	Nuts / Bolts & Screws	GKW, Atul, Kundan, Priya
18	Wall putty	Birla wall care, JK White, Asian Paints
19	Acrylic Smooth Exterior Paint	Asian Paints: Apex/Professional Premium Exterior Emulsion, Nerolac: XL, Berger: Weather Coat, ICI-Dulux: Weather Shield
20	Premium Acrylic Smooth Exterior Paint with silicon additive	Asian Paints: Apex Ultima, Nerolac: XL Total, Berger: Weather Coat All Guard, ICI-Dulux: Weather Shield Max
21	Distemper	Asian Paints: Professional Acrylic Distemper, Nerolac: Beauty Acrylic Distemper, Berger: Bison Acrylic Distemper, ICI-Dulux: Maxilite
22	Acrylic Emulsion Paints	Asian Paints: Professional Premium Interior Emulsion Paint, Nerolac: Beauty Gold, Berger: Rangoli Total Care, ICI-Dulux: Super Cover

23	Plastic Emulsion Paint	Asian Paints: Apcolite Heavy Duty Premium Emulsion Paint, Nerolac: Impression, Berger: Easy Clean, ICI-Dulux: 3 in 1
24	Premium Acrylic Emulsion Paints (Interior)	Asian Paints: Royale Luxury Emulsion, Nerolac: Impression, Berger: Silk, ICI-Dulux: Velvet Touch
25	Textured Exterior Paint	Asian Paints, Nerolac, Berger, ICI-Dulux
26	Synthetic Enamel Paint	Asian Paints: Apcolite Premium Gloss Enamel, Nerolac: Synthetic Hi Gloss, Berger: Luxol Hi Gloss, ICI-Dulux: Gloss Synthetic Enamel
27	Cement Primer	Asian Paints: Decoprime WT, Nerolac, Berger: BP White, ICI-Dulux: White Primer, JK: Primax
28	Steel Primer (Red Oxide or Zinc Chromate Primer)	Asian Paints, Nerolac, Berger, ICI-Dulux
29	Wood Primer	Asian Paints, Nerolac, Berger, ICI-Dulux
30	Epoxy Paint	Asian Paints, Nerolac, Berger, ICI-Dulux
31	Structural Steel, MS Angle, T Iron, MS Pipe, MS Hollow section and all other MS Sections	TATA, Jindal Steel & Power Limited, SAIL, RINL, JSW Steel Limited
32	Water storage tank PVC ISI marked (embossed)	SINTEX, VECTUS, FRONTIER, KAVARI
33	G.I. Pipe	Tata, Jindal (Hisar), Parkash Steel Tubes
34	G.I. Fittings	Unik, AMCO, AVR, Zoloto
35	Vitreous China Sanitary ware items	Jaquar, Hindware, Duravit, Cera, Kerovit
36	Float Valve	IVC, Leader, Prayag, Kalsi Pump Pvt. Ltd., Dhawan Sanitary Udyog (Prima)
37	UPVC pipe and Fittings	Prince, Supreme, Astral, Finolex
38	CP Fittings and accessories (Bib cock, stop cock, pillar cock, angle valve and shower etc.)	Jaquar, Hindware, Kerovit
39	Centrifugally Cast (spun) Iron Pipes & Fittings	Neco, HIF, Hepco, SKF, BIC, RPMF
40	Ductile Iron Pipes (Class LA/K7/K9) & Fittings	Neco, Electro Steel, Kapilansh, Tata Pipes, Jindal Pipes
41	Stoneware pipes & Gully traps	Prefect, Hind or ISI marked S.W. Pipes
42	Mirror Glass	Atul, Modi Guard, Golden Fish, Saint Gobain, AIS
43	Gun Metal Valve & Ball Valve	LEADER, ZOLOTO, KILBURN, CIM VALVES, SANT, ANNAPURANA, IVC
44	Ceramic Tiles / Glazed tiles	Kajaria, NITCO, H&R Johnson, RAK Ceramics
45	Ceramic Glazed Rectified Floor tiles	Kajaria, NITCO, H&R Johnson, RAK Ceramics.
46	Designer Floor Tiles	Ultra Tiles, NITCO, Kajaria
47	Vitrified Tiles	Kajaria, NITCO, H&R Johnson, RAK Ceramics

48	Paver blocks and Kerb stones	NITCO, NTC, Dynamic Industries, DALAL TILES PRIVATE LIMITED
49	STAINLESS STEEL SINK SS304	NEELKANTH, NIRALI, JAYNA, SILVER SHINE
50	PVC Connection, Health faucet, Jet Spray	Jaquar, Hindware, Duravit, Cera, Kerovit, sanjay chilly
51	CP Towel Rail	Jaquar, Hindware, Duravit, Cera, Kerovit, KOHLER , Kingston
52	Door Closer and Latch & LOCK	Godrej, Dorset, Hafele, Dorma, Ebco, Ozone, Harrison, Hettich, sandhu, Kich
53	ACP /PVDF Sheet	Eurobond, Alstrom, Alstrong, Aludecor, Alucobond, Alstone
54	Electro Magnetic Lock	Secure Tech System, Dorma, Dorset, Godrej, Hettich
55	Drawer/cabinet lock, SS handle, sliding channel, SS L cleat	Godrej, Dorset, Hafele, Dorma, Ebco, Ozone, Harrison, Hettich
56	AAC (autoclaved aerated cement) Blocks	Birla Aircon, Jindal Air, Ambuja Cool Wall
57	Precoated galvanized iron profile sheets	TATA, Jindal Steel & Power Limited, SAIL, RINL, JSW Steel Limited
58	FRP/GRP Manhole cover with frame	Simtex, Fibrocast, Vikrant
59	Stainless steel hinges	Godrej hinge, Hippo Hinge, Ozone Hinge, Spider Hinge, IPSA Hinge, Supreme Hinge, Hettich Hinge

Note:- The Engineer-In-charge, Building and maintenance Division CEERI Pilani reserves the right to add or delete any material and brands in the list approved materials /brands.

Schedule of Quantity

Name of work: Maintenance Contract of civil works at residential complex in CEERI, Pilani

S. No	Description of Items	Quantity	Unit
1	Earth work in surface excavation not exceeding 30 cm in depth but exceeding 1.5 m in width as well as 10 Sqm on plan including disposal of excavated earth lead within CEERI campus and lift upto 1.5 m, disposed soil to be levelled and neatly dressed : All kinds of soil.	30.00	Sqm
2	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 Sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead within CEERI campus. All kinds of soil	5.00	Cum
3	Providing and laying in position cement concrete of specified grade including the cost of centring and shuttering etc. Complete. 1:2:4 (1 cement :2 coarse sand :4 graded stone aggregate 20mm nominal size)	4.00	Cum
4	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:5:10 (1 cement : 5 coarse sand : 10 graded stone aggregate 40 mm nominal size)	8.00	Cum
5	Making plinth protection 50mm thick of cement concrete 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20mm nominal size) over 75mm bed of dry brick ballast 40mm nominal size well rammed and consolidated and grouted with fine sand including finishing the top smooth.	40.00	Sqm
6	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level. Thermo-Mechanically Treated bars	110.00	Kg
7	Brick work in superstructure of class designation 7.5 bricks above plinth level and below plinth upto floor V level in c.m. 1:6(1 cement: 6 coarse sand)	8.00	Cum
8	Half brick masonry with bricks of class designation 7.5 in superstructure and above plinth and below plinth level upto floor V level in: Cement mortar 1:4 (1 cement : 4 coarse sand).	20.00	Sqm
9	Brick edging 7cm wide 11.4 cm deep to plinth protection with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 including grouting with cement mortar 1:4 (1 cement : 4 coarse sand).	15.00	Mtr
10	Providing and fixing 1st quality ceramic glazed wall tiles Size upto 300mmx450mm conforming to IS:15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3Kg per Sqm, including pointing in white cement mixed with pigment of matching shade complete.	45.00	Sqm
11	Providing wood work in frames of doors, windows, clerestory window and other frames, wrought framed and fixed in position including removal of damaged frame work etc. complete Shisham wood/hollock wood	0.10	Cum
12	Providing and fixing ISI marked flush door shutters conforming to IS :2202 (Part I) non-decorative type, core of block board construction with frame of 1st class hard wood and well matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters: 35 mm thick including ISI marked Stainless Steel butt hinges with necessary screws	60.00	Sqm
13	Providing and fixing 18 mm thick, 150 mm wide pelmet of flat pressed 3 layer or graded wood particle board medium density grade I, IS : 3087 marked, including top cover of 6 mm commercial ply wood conforming to IS: 303 BWR grade, nickel plated M.S. pipe 20 mm dia (heavy type) curtain rod with nickel plated brackets, including fixing with 25x3 mm M.S. flat 10 cm long fixed to pelmet with hollock wood cleats of size 100 mm x 40 mm x 40 mm on both inner side of pelmet and rawl plugs 75 mm long etc. all complete.	10.00	Mtr
14	Providing and fixing nickel plated M.S. pipe curtain rods with/ without nickel plated brackets. 20mm dia. (heavy type).	210.00	Mtr
15	Providing and fixing M.S. grills of required pattern in frames of windows etc., with M.S. flats, square or round bars etc., all complete. Fixed to steel windows by welding	95.00	Kg

16	Providing and Fixing new MS oxidised fittings (ISI marked)with screws, nuts, bolts or by welding after removing the old fittings in doors, windows, ventilators and cupboards shutters etc.		
16.1	Butt hinges of size 100x58x1.90mm	4.00	Each
16.2	Butt hinges of size 75X47X1.70mm	4.00	Each
16.3	Sliding door bolt of size 250 x 16mm	55.00	Each
16.4	Oxidised barrel type tower bolt of size 250x10mm	80.00	Each
16.5	Oxidised barrel type tower bolt of size 150 x 10mm	15.00	Each
16.6	Oxidised handles of size 100mm	110.00	Each
16.7	MS Casement stays (straight ped type) of size 300mm weighing not less than 200gm	100.00	Each
17	Providing and fixing aluminium extruded section body tubular type universal hydraulic door closer (having brand logo with ISI, IS : 3564, embossed on the body, door weight upto 36 Kg to 80 Kg and door width from 701 mm to 1000 mm), with double speed adjustment with necessary accessories and screws etc. complete	2.00	Each
18	Providing and fixing aluminium hanging floor door stopper, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour and shade, with necessary screws etc. complete.Twin rubber stopper	35.00	Each
19	Providing and fixing bright SS finished brass 100 mm mortice latch and lock, ISI marked, with six levers and a pair of stainless steel 304 lever handles of approved quality and make with necessary screws etc. complete including dismantling of existing one .	2.00	Each
20	Providing and fixing fly proof stainless steel grade 304 wire gauge, to windows and clerestory windows using wire gauge with average width of aperture 1.4 mm in both directions with wire of dia. 0.50 mm all complete. incl taking down old wire gauge With ordinary wood beading suitable.	55.00	Sqm
21	Providing and fixing factory made ISI marked steel glazed doors, windows and ventilators, side /top /centre hung, with beading and all members such as F7D,F4B, K11 B and K12 B etc. complete of standard rolled steel sections, joints mitred and flash butt welded and sash bars tenoned and riveted, including providing and fixing of hinges, pivots, including priming coat of approved steel primer, but excluding the cost of other fittings, complete all as per approved design, (sectional weight of only steel members shall be measured for payment). Fixing with 15x3 mm lugs 10 cm long embedded in cement concrete block 15x10x10 cm of C.C. 1:3:6 (1 Cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size)	450.00	Kg
22	Providing and fixing T-iron and Angle iron frames for doors, windows and ventilators and other angle iron works of mild steel Tee-sections, joints mitred and welded, making holes including fixing of necessary stainless steel butt hinges and screws and applying a priming coat of approved steel primer and removing the existing worn out pieces and welding the new parts . Fixing with 15x3 mm lugs 10 cm long embedded in cement concrete block 15x10x10 cm of C.C. 1:3:6 (1 Cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size)	270.00	Kg
23	Providing & fixing fly proof wire gauze to windows, clerestory windows & doors with M.S. Flat 15x3 mm and nuts & bolts complete Stainless steel (grade 304) wire gauze of 0.5 mm dia wire and 1.4 mm aperture on both sides	10.00	Sqm
24	Providing & fixing glass panes with putty and glazing clips in steel doors, windows, clerestory windows, all complete with : 4.0 mm thick glass panes	15.00	Sqm
25	Cement concrete flooring 1:2:4 (1 cement : 2 coarse sand: 4 graded stone aggregate) finished with a floating coat of neat cement including cement slurry, but excluding the cost of nosing of steps and Chisselling the existing worn out floors and disposal of Malba in low lying area etc., complete. 40mm thick with 20mm nominal size of stone aggregate.	350.00	Sqm
26	40 mm thick marble chips flooring, rubbed and polished to granolithic finish, under layer 28 mm thick cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 12.5 mm nominal size) and top layer 12 mm thick with white, black, chocolate, grey yellow or green marble chips of sizes from 7 mm to 10 mm nominal size, laid in cement marble powder mix 3:1 (3 cement : 1 marble powder) by weight in proportion of 2:3 (2 cement marble powder mix : 3 marble chips) by volume, including cement slurry etc. complete :White cement without any pigment	10.00	Sqm

27	Marble chips skirting up to 30 cm height, rubbed and polished to granolithic finish, top layer 6 mm thick with white, black, chocolate, grey, yellow or green marble chips of sizes from smallest to 4 mm nominal size, laid in cement marble powder mix 3:1 (3 cement : 1 marble powder) by weight in proportion of 4:7 (4 cement marble powder mix : 7 marble chips) by volume : 18 mm thick with under layer 12 mm thick in cement plaster 1:3 (1 cement : 3 coarse sand) : White cement without any pigment	2.00	Sqm
28	Providing and fixing glass strips in joints of terrazo/ cement concrete floors. 40 mm wide and 4 mm thick	150.00	Mtr
29	Kota stone slab flooring over 20 mm (average) thick base laid over and jointed with grey cement slurry mixed with pigment to match the shade of the slab, including rubbing and polishing complete with base of cement mortar 1 : 4 (1 cement : 4 coarse sand) : 18-25 mm thick	15.00	Sqm
30	Kota stone slabs 16-20 mm thick in risers of steps, skirting, dado and pillars laid on 12 mm (average) thick cement mortar 1:3 (1 cement: 3 coarse sand) and jointed with grey cement slurry mixed with pigment to match the shade of the slabs, including rubbing and polishing complete	15.00	Sqm
31	Providing and laying Ceramic glazed floor tiles of size 300x300 mm (thickness to be specified by the manufacturer) of 1st quality conforming to IS : 15622 of approved make in colours such as White, Ivory, Grey, Fume Red Brown, laid on 20 mm thick cement mortar 1:4 (1 Cement : 4 Coarse sand), including pointing the joints with white cement and matching pigment etc., complete.	30.00	Sqm
32	Providing gola 75x75mm in cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 stone aggregate 10mm and down gauge) including finishing with cement mortar 1:3 (1 cement : 3 fine sand)with water proofing agent as per standard including chasing and dismetalizing broken of exiting gola and disposal of Malba in low lying area etc. complete	350.00	Mtr
33	Providing sand stone slab for roofing and laying them in cement mortar 1 : 4 (1 cement : 4 coarse sand) over wooden karries or R.C.C. battens or structural steel sections (Karries or battens or structural steel sections to be paid separately), including pointing the ceiling joints with cement mortar 1:3 (1 cement : 3 fine sand) complete : White sand stone slab. 40 to 50 mm thick	4.00	Sqm
34	Providing and fixing on wall face unplasticised -Rigid PVC rainwater pipes including jointing with seal ring leaving 10mm gap for thermal expansion. Single socketed pipes. 110 mm diameter.	60.00	Mtr
35	Providing and fixing on wall face unplasticised - PVC moulded fittings/ accessories for unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion. Shoe (Plain) 110mm shoe	12.00	Each
36	Providing and fixing on wall face unplasticised - PVC moulded fittings/ accessories for unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS :5382, leaving 10 mm gap for thermal expansion. Bend 87.5°, 110 mm bend	12.00	Each
37	12 mm cement plaster : 1:6 (1 cement : 6 coarse sand)	220.00	Sqm
38	15 mm cement plaster 1:6 :(1 cement : 6 coarse sand)	40.00	Sqm
39	20 mm cement plaster including Neat cement punning.		
39.1	1:4 (1 cement : 4 coarse sand)	310.00	Sqm
40	20 mm cement plaster :		
40.1	1:6 (1 cement : 6 coarse sand)	150.00	Sqm
41	Rough cast plaster upto 10 m height above ground level with a mixture of sand and gravel or crushed stone from 6 mm to 10 mm nominal size, dashed over and including the fresh plaster in two layers, under layer 12 mm cement plaster 1:4 (1 cement : 4 coarse sand) and top layer 10 mm cement plaster 1:3 (1 cement : 3 fine sand) mixed with 10% finely grounded hydrated lime by volume of cement. including cutting the patch in proper shape raking out joints and including disposal of rubbish to the dumping ground within CEERI campus as directed by Engineer In-Charge. Ordinary cement finish using ordinary cement	20.00	Sqm

42	Pointing on tile brick work with cement mortar 1:3 (1 cement : 3 fine sand) with water proofing agent as per standard including raking out joints and cleaning the same. Flush/ Ruled/ Struck or weathered pointing	150.00	Sqm
43	Applying priming coat: With ready mixed pink or grey primer of approved brand and manufacture on wood work (hard and soft wood).	70.00	Sqm
44	Lettering with synthetic enamel paint of approved brand and manufacture and colour	4500.00	Per letter per cm ht
45	Interior finishing (A) Removing dry or oil bound distemper, water proofing cement paint, white wash and even for cement plaster surface the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete (B) Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete. (C) Distemping with 1st quality acrylic distemper (ready mixed) having VOC (Volatile Organic Compound) content less than 50 gram/ litre, of approved brand and manufacturer including applying additional coats to achieve even shade and colour including water thinnable priming coat with cement primer etc complete		
45.1	Two or more coats	13500.00	Sqm
46	White washing with lime to give an even shade including scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc., complete: Two or more coats	550.00	Sqm
47	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade including scrapping, sand papering and preparing the surface smooth with wood filler: Two and more coats	4150.00	Sqm
48	Painting with aluminium paint of approved brand and manufacture to give an even shade: Two and more coats	30.00	Sqm
49	French spirit polishing including scrapping, sand papering and preparing the surface smooth with wood filler. Two and more coats	25.00	Sqm
50	Exterior Finishing :- (A) Removing dry paint, lime white wash, exterior paint and even for cement plaster surface the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete (B) Finishing walls with Premium Acrylic Smooth exterior paint with Silicone additives of required shade including proper double scaffolding system		
50.1	Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 0.90 litre/10 sqm	1450.00	Sqm
51	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq. meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground, all complete as per directions of Engineer-In-Charge. With cement mortar 1:4 (1 cement : 4 fine sand)	350.00	Sqm
52	Renewing glass panes, with putty and wooden beadings wherever necessary including removal of old broken glass panes ,disposal the same within CEERI campus and finishing surface etc complete: glass panes of nominal thickness 4 mm (weight not less than 10Kg/Sqm)	40.00	Sqm
53	Renewal of old putty of glass panes(length) including clear the old one including clear the old one and disposal the same within CEERI campus	100.00	Mtr
54	Providing and fixing bright finished SS304 hard drawn hooks and eyes :		
54.1	Size 150 mm	50.00	Each
55	Taking out existing wooden door/window shutter, repair by cutting, painting etc. and refixing of repaired door shutters to existing door frames, including replacement of hinges (stainless steel) with screws, etc. as required, all complete as per the direction of the Engineer-in-charge.	450.00	Each
56	Demolishing cement concrete manually/ by mechanical means including disposal of material within CEERI campus as per direction of Engineer - in - charge. Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	10.00	Cum

57	Demolishing RCC work manually/by mechanical means including stacking and depositing of steel bars and depositing the same in Central Stores and disposal of unserviceable material within CEERI premises as directed by Engineer In charge	5.00	Cum
58	Demolishing brick work manually/by mechanical means including staking of serviceable material and disposal of unserviceable material in CEERI campus as directed Engineer In charge. In cement mortar	3.00	Cum
59	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within CEERI campus :		
59.1	Of area 3 sq. metres and below	20.00	Each
59.2	Of area beyond 3 sq. Metres	3.00	Each
60	Dismantling C.I. or asbestos rain water pipe with fittings and clamps including stacking the material within CEERI campus 75 to 100 mm dia pipe.	40.00	Mtr
61	Dismantling old plaster or skirting, old plaster with tiles raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within CEERI campus as directed Engineer In charge	380.00	Sqm
62	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved within CEERI Campus	8.00	Cum
63	Fencing with angle iron post placed at required distance embedded in cement concrete blocks, every 15th post, last but one end post and corner post shall be strutted on both sides and end post on one side only and provided with horizontal lines and two diagonals interwoven with horizontal wires, of barbed wire weighing 9.38 kg per 100 m (minimum), between the two posts fitted and fixed with G.I. staples, turn buckles etc. complete. (Cost of posts, struts, earth work and concrete work to be paid for separately). Payment to be made per metre cost of total length of barbed wire used. With G.I. barbed wire	45.00	Mtr
64	Providing and placing in position 100 mm thick factory made machine batched & machine mixed Precast RCC Rectangular Covers on drains of footpath of various sizes, of M-25 grade cement concrete for RCC work, including cost of centering, shuttering, reinforcement of 8 mm dia TMT bars of Fe 500 grade @ maximum 100mm c/c on both ways, neat cement punning on finished surface, properly encased on all edges with 1.6 mm thick, 100 mm wide MS sheet duly painted over priming coat, reinforcement to be welded at edges with MS sheet and providing 2 Nos. 12 mm dia bar for hooks etc i/c cost of cartage, all leads & lift, handling at site etc. all complete as per direction of Engineer-in-Charge.	8.00	Sqm
65	Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern and fixing with dash fasteners including painting of fittings and brackets, cutting and making good the walls wherever require including removing old wash basin. White Vitreous China Flat back wash basin size 550x400 mm with single 15 mm C.P. brass pillar tap	4.00	Each
66	Providing and fixing Stainless Steel A ISI 304 (18/8) kitchen sink having thickness 1.0 mm as per IS:13983 with C.I. brackets and stainless steel plug 40 mm, including painting of fittings and brackets, cutting and making good the walls wherever required including removing old sink. Kitchen sink without drain board. Size 610x460 mm bowl depth 200 mm	12.00	Each
67	Providing and fixing white vitreous china water closet squatting pan (Indian type) including PVC long bend and demolishing old WC. Orissa pattern W.C. pan of size 580x440 mm including removing the existing broken WC as per direction of Engineer-In-Charge.	20.00	Each
68	Providing and fixing white vitreous china pedestal type (European type) water closet pan including PVC long bend and removal of old one with P or S trap as required as per direction of Engineer-In-Charge.	14.00	Each
69	Providing and fixing P.V.C. low level flushing cistern with manually controlled device (handle lever) conforming to IS : 7231, with all fittings and fixtures complete. including removing the damaged CI/PVC cistern . 10 litre capacity white.	5.00	Each
70	Providing and fixing solid plastic seat with lid for pedestal type W.C. pan complete : including removing the broken plastic sheet. White solid plastic seat with lid	20.00	Each

71	Providing and fixing mirror of superior glass (of approved quality) and of required shape and size with plastic moulded frame (PVC) of approved make and shade with 6 mm thick hard board backing :Rectangular shape 450X600 mm . including removing all size of mirror and depositing same as directed by engineer In-Charge.	22.00	Each
72	Providing and fixing 600x120x5 mm glass shelf with edges round off, supported on anodised aluminium angle frame with C.P. brass brackets and guard rail complete fixed with 40 mm long screws, rawl plugs etc., complete.	12.00	Each
73	Providing and fixing soil, waste and vent pipes : Centrifugally cast (spun) iron socket & spigot (S&S) pipe as per IS: 3989 .		
73.1	100mm dia	25.00	Mtr
73.2	75mm dia	45.00	Mtr
74	Providing and filling the joints with spun yarn cement slurry and cement mortar 1:2 (1 cement : 2 fine sand) in S.C.I./ C.I. Pipes :		
74.1	75mm dia	75.00	Each
74.2	100mm dia	35.00	Each
75	Providing and fixing bend of required degree with access door/plain, insertion rubber washer 3 mm thick, bolts and nuts complete. Sand cast iron S&S as per IS - 3989		
75.1	100mm dia	6.00	Each
75.2	75mm dia	12.00	Each
76	Providing and fixing single equal plain junction of required degree : Sand cast iron S&S as per IS - 3989,		
76.1	100X100X100 mm	2.00	Each
76.2	75x75x75 mm	3.00	Each
77	Providing and fixing terminal guard : 100 mm Sand cast iron S&S as per IS - 3989	3.00	Each
78	Providing and fixing collar : Sand cast iron S&S as per IS - 3989		
78.1	100 mm	9.00	Each
78.2	75 mm	15.00	Each
79	Providing and fixing Steel finished clamps with base holder plate with accessories etc complete for sand cast iron/ centrifugally cast (spun) iron pipes of diameter :		
79.1	100 mm	15.00	Each
79.2	75 mm	10.00	Each
80	Providing and fixing trap of self-cleansing design with screwed down or hinged grating with or without vent arm complete, including cost of cutting and making good the walls and floors. 100 mm inlet and 75 mm outlet. Sand cast iron S&S as per IS - 3989	12.00	Each
81	Providing and placing on terrace (at all floor levels) polyethylene water storage tank, IS : 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes, with GI tank nipple of 15 to 25mm dia in new PVC tank including connection with inlet, outlet and overflow pipe with required GI fittings, removing old tank with fittings and deposited in CEERI store as per direction of Engineer-In-Charge.	5000.00	Ltr
82	Making holes in walls in cement mortar including making good the same. upto 30X30cm	12.00	Each
83	Making chases up to 7.5x7.5 cm in walls including making good and finishing with matching surface after housing G.I. Pipe, sand stone & Kota stone etc.	15.00	Mtr
84	Repair of PCC/marble chips floors/ skirting/dado joints by cutting grooves of V-shape and of 25 x 25mm including Chisselling the existing floors and dado and refilling the same as per existing materials complete as per direction of Engineer-In-Charge.	280.00	Mtr
85	Repair of existing broken RCC corners of chajjas, railings, projected areas, shelves by chiseling the existing surface, removing of loose materials and repairing the same with cement concrete 1:2:4 including fibre mesh cloth and plastering with c.m. 1:4 and finishing as per existing as per direction of Engineer-In-Charge.	125.00	Mtr
86	Chisselling the flaked and cracked RCC slabs ceiling plaster and replastering the same in c.m. 1:3(1 cement:3 coarse sand) of sufficient thickness to cover the exposed reinforcement including fibre mesh cloth and make the ceiling smooth including finishing as per existing as per direction of Engineer-In-Charge.	250.00	Sqm

87	Providing and fixing Kota stone slab without base including making 75x75mm chases and making good with c.m. 1:3(1 cement: 3 coarse sand) etc. complete. 18-25mm thick as per direction of Engineer-In-Charge.	4.00	Sqm
88	Making door cills of 50mm x50mm section with cement concrete 1:2:4 on doors ranging 750 mm to 1200 mm in individual house, including chiseling the existing floors etc complete as per direction of Engineer-In-Charge.	85.00	Each
89	Repairs of cracks in walls by chiseling the cracked area as directed by the Engineer-in-Charge and filling with mortar in cement mortar 1:3 (1 Cement : 3 fine sand)with fibre mesh cloth 150 mm width including disposal of Malba in low laying area in CEERI Campus etc as per direction of Engineer-In-Charge.	320.00	Mtr
90	Repairs of reveals and jambs of doors and windows with cement mortar 1:3 (1 cement : 3 fine sand) with fibre mesh cloth 150 mm widthincluding chiseling the damaged area and disposal of Malba in low laying area in CEERI Campus as per direction of Engineer-In-Charge.	150.00	Mtr
91	Rubbing,grinding and polishing of existing mosaic floors/dado with grinding machine or manually including removing and cleaning of stains etc. as per direction of Engineer-In-Charge.	65.00	Sqm
92	Hire charge of Hydraulic excavator for filling earth /debrises of New land & other places , cleaning of bushes etc as per direction of Engineer-In-Charge.	15.00	Hour
93	Providing and fixing CP Brass Towel rail of size 600mmx20mm with brackets fixed to wooden cleats etc. complete including removing the damaged towel rail and depositing the same as per direction of Engineer-In-Charge.	20.00	Each
94	Cleaning of WC/Wash basin/sink with cleaning acid of vacant quarters as per direction of Engineer-In-Charge.	125.00	Each
95	Providing and fixing 100 mm dia CI, P-Trap for fixing to Indian Type WC (Orissa pattern) including removal of old one etc. complete as per direction of Engineer-In-Charge.	15.00	Each
96	Providing and Fixing 35mm thick panelled / glazed shutters for doors and window single or double shutters frames made of hollock wood/shisham wood and 12mm thick water proof ply paneling/galvanised S.S. wire gage with average width of aperture 1.4 mm in both directions with wire of dia. 0.63 mm/4mm thick glass panes as per the design existing in the colony including stainless steel hinges, screws and removing the old shutters and depositing same as per direction of Engineer-In-Charge.	35.00	Sqm
97	Removing the old worn out ply and providing & fixing new ply (actual replaced surface will be measured for payment) and depositing the same as per direction of Engineer-In-Charge.		
97.1	3 mm commercial ply	5.00	Sqm
97.2	12mm commercial ply	10.00	Sqm
98	Refixing the Palmet, Towel Rail and Glass shelf with rawl plugs, gitties, screws, nuts & bolts etc. complete as per direction of Engineer-In-Charge.	50.00	Each
99	Welding of square/round MS bars where it is broken as per direction of Engineer-In-Charge.	240.00	Each point
100	Providing and fixing MS window handles with washers, nuts & bolts etc. Complete as per direction of Engineer-In-Charge.	150.00	Each
101	Providing and fixing block board, best quality including 4mm thick teak wood beading all round of Each shutter and fix to existing frame, backing or studding with screws etc. Complete as per direction of Engineer-In-Charge. 19 mm thick	4.00	Sqm
102	Refixing old white vitreous china laboratory sink / wash basin with C.I. brackets, C.P. brass chain with rubber plug, 40 mm C.P brass waste,dash fastners and 40mm C.P. brass trap with necessary C.P. brass unions complete, including painting of fittings and brackets, cutting and making good the wall wherever required	15.00	Each
103	Repair of door closers by replacing old fittings and hydraulic oils, if necessary etc. Complete as per direction of Engineer-In-Charge.	4.00	Each
104	Taking out sinder from sunken floor of toilet including proper stacking including refilling the same with proper compaction as per direction of Engineer-in-charge	1.00	Cum
105	Taking out sludge, solid waste from STP collection tank and other collection tank as required with proper arrangement of lifting up the waste materials including disposal the same within CEERI Campus as per direction of Engineer-in-charge	4.00	Cum

106	Pumping of sewage water every day (normally 8 hours) from : i) Sumpwell at Sunderkunj to Oxidation pond ii) Sumpwells of near dhobi ghat to oxidation pond mainhole (iii) Sumpwell of Nehru Park to Dhobi Ghat mainhole.Cleaning of chocked sewer lines, manholes, gully traps, nahni traps, floor traps, WC's, traps of wash basin, sinks of colony and institute campus with sewerage collection tanker as per requirement including removal and dumping of garbage in low lying areas and Levelling the same and to cover it with earth to avoid unhygienic conditions as directed within CEERI Campus. Removal of scum from the surface of the oxidation pond and trim the branches of trees around 3 meters from the oxidation pond for the growth of algae and formation/maintain of earthen embankment and growth of plants/shrubs to safeguard the earthen embankment. Contractor has to make his own arrangement for routine/special repairs for pumps, motor winding, motors, pipes, valves including replacement worn out/damaged parts as per direction of Engineer-In-Charge.Nothing will be paid extra in this account.	12.00	One job per month
107	Providing services of Sewage Treatment Plant Operators for operating, maintenance, watch and ward of STP every day at CEERI Campus Pilani including keeping the log book of inlet/outlet of discharge,chlorine register and STP running logbook, cleaning of surrounding area and disposal of dried sludge within the campus as per direction of Engineer-in-charge. The repairs of electrical panel, motors,pumps,valves,pipes and air blowers are to be carried out by the agency including all labour and transportation as per direction of Engineer-in-charge.Nothing will be paid extra in this account.	12.00	One job per month
108	Cleaning terraces of colony buildings (All quarters, hostels, bank,shops,community hall ,estate office and other buildings) including cleaning of rain water spouts down take pipes,chajja's and disposal of rabish through out lead upto CEERI campus Throughout of the year /tender period minimum 3 times or more as required as per direction of Engineer-In-Charge. (this item will be paid only in final Bill)	1.00	Per job
109	20 mm cement plaster on roof including of mix 1:4 (1 cement: 4 coarse sand) including admixed with water proofing compound conforming to IS : 2645 and laying glass fibre cloth of approved quality in top layer of plaster and finally finishing the surface with trowel with neat cement slurry upto 300 mm on all round wall height (gola is not paid extra in this item) and making pattern of 300x300 mm square 3 mm deep grooving. The whole terrace so finished shall be flooded with water for a minimum period of two weeks for curing and for final test and preparartion and cleaning of existing surface with wire brush etc complete as per direction of Engineer-in-charge	75.00	Sqm

Annexure: - I

TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)

Date:

To,
Director
CSIR-Central Electronics Engineering Research Institute,
Pilani - 333031.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: **No.14/495/2025-CE**

Name of Tender / Work: **Maintenance Contract of civil works at residential complex in CEERI, Pilani**
Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:
E-tendering portal <https://etenders.gov.in/eprocure/app>
As per your advertisement given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like GCC, Scope of work, annexure(s), schedule(s), Under taking letter etc., which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum (s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department / organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE - II
UNDERTAKING BY THE TENDERER
(To be given on Company Letter Head)

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

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

(Signature of the Tenderer, with Official Seal)