



भारतीय भूचुम्बकत्व संस्थान

(विज्ञान एवं प्रौद्योगिकी विभाग, भारत सरकार के अंतर्गत स्वायत्त अनुसंधान संस्थान)

प्लॉट नं. 5, सेक्टर 18, कलंबोली हायवे

न्यू पनवेल, नवी मुंबई - 410 218

INDIAN INSTITUTE OF GEOMAGNETISM

(An Autonomous Research Institute under the Department of Science and Technology, Govt. of India)

Plot No.5, Sector 18, Near Kalamboli Highway, New Panvel, Navi Mumbai-410218

निविदा आमंत्रण सूचना (एनआईटी)

Notice Inviting Tender (NIT)

"आईआईजी कुलाबा परिसर में पुरानी इलेक्ट्रॉनिक्स प्रयोगशाला का विद्युतीकरण।"

"Renovation of old electronics laboratory IIG Colaba Campus."

निविदा संदर्भ/Tender Ref... IIG / 2022 / 06

दिनांक / Dated: 20.09.2022.

"आईआईजी कुलाबा परिसर में पुरानी इलेक्ट्रॉनिक्स प्रयोगशाला का विद्युतीकरण।" के प्रस्तावित कार्य के लिए समान किस्म के कार्य करने में अनुभव रखने वाले पात्र और स्थापित ठेकेदारों या संगठनों से अलग-अलग दो बोली प्रणाली अर्थात् तकनीकी और वाणिज्यिक बोली में मुहरबंद सीलबंद मद दर निविदाएं आमंत्रित की जाती हैं।

Sealed Item rate tenders are invited in two bid system viz. Technical and Commercial bid separately from eligible and established contractors or Consortium having experience in carrying out similar nature of works for the proposed work of "Renovation of old electronics laboratory IIG Colaba campus."

अनुमानित लागत रु. (लाखों में) Estimated Cost (In lakhs)	बयाना जमा राशि EMD	टेंडर प्रस्तुत करने की आखिरी तारीख, समय Last date and time of receipt Tender	टेंडर की वैधता Validity of Tender
रु./ Rs. 8.59 /-	रु. शून्य /Rs. Nil	04.10.2022 14: 30 बजे/ Hrs	90 दिन/ days

अधिक जानकारी के लिए इच्छुक व्यक्ति <http://www.iigm.res.in> / <http://www.eprocure.gov.in> वेबसाइट देखें।

Interested parties may please log onto www.iigm.res.in or www.eprocure.gov.in for further details.

डाक के जरिए टेंडर दस्तावेज नहीं भेजा जाएगा।

The tender document shall not be issued by post.

निविदा प्रस्तुति से पूर्व बैठक: 28.09.2022 को 2.30 बजे बैठक रूम नं. 115, पहली मंजिल, आईआईजी, प्लॉट नं. 05, सेक्टर 18, न्यू पनवेल, नवी मुंबई।

Pre-bid meeting: At 14:30 Hrs on 28.09.2022 in the Meeting room no: 115 1ST floor at IIG, Plot no 05, Sector 18, New Panvel, Navi Mumbai.

निदेशक, भारतीय भूचुम्बकत्व संस्थान को बिना कोई कारण बताए किसी भी या सभी निविदाओं को ठुकराने का अधिकार होगा।

The Director, IIG reserves the right to reject any or all the tenders without assigning any reason.

रजिस्ट्रार / Registrar

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(An Autonomous Research Institute under the Department of Science and Technology, Govt. of India)
Plot No.5, Sector 18, Near Kalamoli Highway, New Panvel, Navi Mumbai-410218

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Notice Inviting Tender (NIT)

विद्युतीकरण।”

~~"Donation of old electronics to Karstam, LLC, Alaska Company"~~

□□□□□□ □□□□□□ /Tender Ref... IIG / 2022 / 06

□□□□□□ / **Dated: 20.09.2022.**

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Sealed Item rate tenders are invited in two bid system viz. Technical and Commercial bid separately from eligible and established contractors or Consortium having experience in carrying out similar nature of works for the proposed work of “Renovation of old electronics laboratory IIG Colaba campus.”

अनुमानित लागत रु. (लाखों में) Estimated Cost (In lakhs)	□ □ □ □ □ □ □ □ □ □ EMD	टेंडर प्रस्तुत करने की आखिरी तारीख, समय Last date and time of receipt Tender	टेंडर की वैधता Validity of Tender
रु./ Rs. 8.59 /-	रु. शून्य /Rs. Nil	04.10.2022 14: 30 बजे/ Hrs	90 दिन/ days

<http://www.iigm.res.in> / <http://www.eprocure.gov.in>

Interested parties may please log onto www.iigm.res.in or www.eprocure.gov.in for further details.

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The tender document shall not be issued by post.

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Pre-bid meeting: At 14:30 Hrs on 28.09.2022 in the Meeting room no: 115 1ST floor at IIG, Plot no 05, Sector 18, New Panvel, Navi Mumbai.

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The Director, IIG reserves the right to reject any or all the tenders without assigning any reason.

□□□□□□□□□□ / Registrar



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(An Autonomous Scientific Research Organization under the Department of Science and Technology, Govt. of India)

Plot No.5, Sector 18, Near Kalamboli Highway,
New Panvel, Navi Mumbai- 410 218

Notice Inviting Tender (NIT)

“Electrification for old electronics laboratory IIG Colaba Campus.”

Tender Ref... **IIG / 2022 / 06**

Dated: 20.09.2022.

Sealed Item rate tenders are invited in two bid system viz. Technical and Commercial bid separately from eligible and established contractors or Consortium having experience in carrying out similar nature of works for the proposed work of “Renovation of old electronics laboratory IIG Colaba campus.”

Estimated Cost (In lakhs)	EMD	Last date and time of receipt of Tender	Validity of Tender
Rs.8,59,000 /-	Rs. Nil	04.10.2022 14: 30 Hrs	90 days

Interested parties may please log onto www.iigm.res.in or www.eprocure.gov.in for further details.

The tender document shall not be issued by post.

Pre-bid meeting : At 14:30 Hrs on 28.09.2022 in the Meeting room no: 115 1ST floor at IIG, Plot no 05, Sector 18, New Panvel, Navi Mumbai.

The Director, IIG reserves the right to reject any or all the tenders without assigning any reason.

Registrar



INDIAN INSTITUTE OF GEOMAGNETISM

(An Autonomous Scientific Research Organization under the Dept. of Science and Technology, Govt. of India)

Plot No.5, Sector 18, Near Kalamboli Highway, New Panvel, Navi Mumbai- 410 218.

Tender Notice

Tender Notice No: **IIG / 2022 / 06**

Date. 20.09.2022

Sealed Item rate tenders are invited in two bid system viz. Technical and Commercial bid separately from eligible and established contractors having experience in carrying out similar nature of works for the work of “Renovation of old electronics laboratory IIG Colaba campus.”

The tender document can be obtained by downloading from www.iigm.res.in or www.eprocure.gov.in. The tender document shall not be issued by post. The Tender document shall be issued free of cost of Tender. Tender Documents can be downloaded from website. The details are given below:

1.	Name of Service/Work	“Electrification for old electronics laboratory IIG Colaba Campus.”
2.	Estimated Cost	Rs. 8,59,000/- (Rupees Eight lakhs fifty nine thousand only/-)
3.	Tenure of Work	SIXTY DAYS

5.	Earnest Money Deposit	Nil. (The agency has to fill the form in the prescribed format on their letter head as per Annexure A)
6	Performance Security	3% of the Tendered Cost (Non- interest bearing) in the form of Fixed Deposit Receipt, Demand Draft or Banker's Cheque in favor of Indian Institute of Geomagnetism, New Panvel, Navi Mumbai.
7	Date of Sale of Tender	The agency has to download the copies of technical bid and financial bid from the eprocure.gov.in or iigm.res.in. No form / hard copies of the same will be issued.
8	Pre-Bid Meeting	28.09.2022 at 14:30 hrs at IIG, New Panvel.
9	Last Date of Submission of Tender	04.10.2022 at 14:30 Hrs. to the Office of Registrar, Indian Institute of Geomagnetism, plot no: 5, Sector-18, Kalamboli Highway, New Panvel (W), Navi Mumbai – 410 218.
10	Opening of Technical Bid	04.10.2022 at 15:00 Hrs at Indian Institute of Geomagnetism, plot no:5, Sector-18, Kalamboli Highway, New Panvel (W) Navi Mumbai or may be conveyed to the participants if the schedule date is hampered due to unavoidable circumstances.
10	Opening of Financial Bid	The Financial bid of the qualified bidder will be opened at Indian Institute of Geomagnetism, plot no: 5, Sector-18, Kalamboli Highway, New Panvel (W) Navi Mumbai. The date for opening of financial bid of the qualified bidder will be conveyed in due course to all the technically qualified bidders.
11.	Signing of contract	Within three days after letter of acceptance.

SALE OF TENDER DOCUMENT:

Tender documents will remain available during the currency of tender by the last date of submission of tender i.e **04.10.2022 by 14: 30** hrs. on the web site iigm.res.in and eprocure.gov.in The agencies have to download and take print out copies of the Technical and Financial Bid on their own.

For other technical queries / details please Contact Competent Authority, Indian Institute of Geomagnetism, plot no:5, Sector-18, Kalamboli Highway, New Panvel (W) Navi Mumbai
Contact No: 022 27484000

GENERAL RULES AND DIRECTIONS

1. NIT & its contents: All works proposed for execution by contractor will be notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in Newspapers as the case may be.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited, and the amount of the security deposit and Performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from the bills. Copies of the specifications, designs and drawings, schedule of quantities of the various descriptions of work and any other documents required in connection with the work signed for the purpose of identifications by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

2. List of documents to be attached while submitting the bid:

1. Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors / Partners also
2. Self-attested copy of PAN No. card under Income Tax Act.
3. Self-attested copy of valid GST Registration Certificate.
4. Self-attested copy of Valid Registration No. of the Agency / Firm if ;
5. Proof of Average Annual turnover for preceding 03 financial years supported by audited Balance Sheet; The firm has to submit Certificate from the Chartered Accountant duly certifying turnover and Profit & Loss for the financial year 2019-20, 2020-21, 2021-22 with copies of ITR forms duly self- attested.
6. Proof of experience supported by documents required from the organizations concerned during the last five years.
7. Satisfactory performance certificate / work orders from the Government/semi-Government/Public undertaking organizations/institutions where the bidder has executed and completed similar works (repairs and finishing works).
8. Tender documents duly signed and stamped on each pages.
9. Valid license as electrical contractor in appropriate class with any central dpt. / state dept. / public undertaking etc.

3. The work order submitted by bidders in support of fulfilling eligibility criteria should indicate clearly–

- i. **Name of Work**
- ii. **Value of Work**
- iii. **Tenure of Work**

Note: - Copies of work orders in respect of work/Contracts which are not completed till the date of issue of NIT should not be submitted.

4. Bidders are requested to submit satisfactory work completion certificate in respect of each work order submitted in support of fulfilling eligibility criteria by them. The certificate should clearly indicate-name of work, value of work, tenure of work.

5. All documents submitted by the bidders should be serially numbered.

6. Signing of Tender and receipts for payments: In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act-1952.

Receipts for payments made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effect to all receipts for the firm.

7. Filling-up of tender: Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort, including conditional rebates, will be summarily rejected.

It will be obligatory on the part of the tenderer to sign all the pages of tender documents affixing his stamp. The tenders are to be on the prescribed form of the institute. All rates shall be quoted on the proper form of the tender alone. All corrections shall be attested by the dated initials of the tenderer. Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.

If it is found that the tender is not submitted in proper manner or contains too much corrections and/or absurd rates or amount, it would be open for the institute to take suitable disciplinary action against the Contractor.

8. Opening of tenders: The committee duly constituted by the authorities will open tenders in the presence of any intending tenderer who may be present at the time, and will enter the amount of the several tenders in a Comparative Statement in a suitable form.

9. The Institute's receipt for any money paid: The receipt of an accountant or clerk for any money paid by the tenderer will not be considered as any acknowledgment of payment to the officer inviting tender and the tenderer shall be responsible for seeing the procures a receipt signed by the officer inviting tender or a duly authorized cashier.

10. Signing of Memorandum & Schedule of Materials: The memorandum of work tendered for and the schedule of materials to be supplied by the contractor shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.

11. Declaration by tenderer: The tenderer shall sign a declaration under the Official Secret Act-1923 for maintaining secrecy of the tender documents, drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.

12. Guidelines for quoting the rates: All rates shall be quoted on the prescribed tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words, and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in word. In case of figures, the words "Rs." should be written before the figures of rupees and word "P" after the decimal figures, e.g. "Rs. 2.15 P". and in case of words, the word, "Rupees" should precede and the word "Paise" should be written at the end. Unless the rate is in whole rupees followed by the word 'only' it should invariably, be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

13. Quoted rates / Amount to include all taxes: GST tax, Purchase tax or any other tax on materials in respect of this contract, including state Sales tax and Turnover tax on transfer of property as per Works Contract Act etc. if any, shall be payable by the contractor and institute will not entertain any claim whatsoever in respect of the same. As per the directives of the Sales Tax Authorities, the tax due at the rates notified by the State from time to time, shall be deducted from the bills payable to the Contractors by the Institute, and TDS certificate shall be issued for such deductions by the Institute.

14. Filling-up of Financial Bid:

Financial Bid: This tender is Item rate tender. The tenderer is required to quote his most reasonable rates against each of the items of works as mentioned in the financial bid.

15. Action in case of unrealistic rates:

In the case of any tender where unit rate of any item (s) appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.

16. Furnishing of PG & SD on acceptance of Tender:

The tenderer, whose tender is accepted, will be required to furnish performance guarantee of 3% of the tendered amount within 3 days from date of acceptance of tender. This guarantee shall be in the form of The Institute's cash receipt (in case guarantee amount is less than Rs.10,000/-

) or Deposit at call receipt / Demand Draft / Pay Order / Banker's cheque issued by a Scheduled Bank (in case guarantee amount is equal to or greater than Rs. 10,000/- and is less than Rs.1,00,000/-) or The Institute Securities / Fixed Deposit Receipt (FDR) or Guarantee Bonds of any Scheduled Bank or The State Bank of India in accordance with the prescribed form.

ii) The tenderer, whose tender is accepted, will also be required to furnish by way of Security Deposit for fulfillment of his contract, an amount equal to 2.5 % of the tendered value of the work. The security deposit will be collected by deduction from the running bills of the contractors at the rates mentioned above and EMD deposited at the time of tender, will be treated as a part of the security deposit. The security amount will also be accepted, in cash or in the shape of The Institute Securities. Fixed Deposit Receipt (FDR) of a Scheduled bank will also be accepted for this purpose, provided confirmatory

advice is enclosed.

17. Contractor to depute his representative at site:

The successful tenderer for the work should have responsible and responsive officer with adequate powers to take speedy decisions during the entire period of execution at the Work place. On acceptance of the tender, the name of the accredited representative(s) of the contractor, who would be responsible for taking instructions from the Engineer-in-charge, shall be communicated in writing to the Engineer-in-charge.

18. Witnessing of a tender: The opening of tender for the work may be witnessed by a contractor or contractors, who himself / themselves has / have tendered or his duly authorized representative. In absence of any representative from the bidder the Institute will open the tender on the scheduled date and time.

19. List of works in hand: The contractor shall submit list of works which are in hand/in progress in the following form:

Name of work	Name & address of the establishment under whom the work is being executed	Value of the work	Completion time as per the contract	Position of the works in progress	Remarks
1	2	3	4	5	6

20. ELIGIBILITY OF BIDDER:

- 1) The invitation for Bid is open to firms / organizations / contractor / agencies of repute who possess minimum 5 years' experience in the **Electrical and allied works** with any Central, State, public undertakings, Autonomous Institutes / Institutes or organizations of repute.
- 2) The bidder shall submit all the requisite documents to make them eligible as specified under General rules and direction (2). List of documents to be attached while submitting the bid.
- 3) The established and registered contractor or Consortium can bid for the contract. The Consortium should bound by proper partnership deed and copy of MOU/deed between the partners / firms should be notarized and should be enclosed with the tender document (Technical bid)
- 4) The individual firm of the consortium should possess independent valid license/authorized dealership license for doing this particular work. The individual firms of the Consortium should also have valid Provident fund Account No. with proof of copies of last three months challan, Proof of holding the GST Number, PAN / TAN, Professional Tax Number etc.
- 5) The contractor or individual firms of the consortium should have successfully completed works during the last 5.0 years as specified below.

(a) Three similar completed works costing not less than the amount equal to

Rs 3,60,000/--

OR

(b) Two similar completed works, costing not less than the amount equal to Rs. 5,40,000/-

OR

(c) One similar completed of aggregate cost not less than the amount equal

to Rs. 7,25,000/-

6) The firm's average annual financial turnover during the last 3 years, ending 31st March 2022 should be at least 101 % of the estimated cost. The firm has to submit Certificate from the Chartered Accountant duly certifying turnover and Profit & Loss for last three financial years.

7) Should possess valid electrical contractor's license in appropriate calls with state / central / autonomous bodies / public undertaking etc.

Note: - The bidders are requested to provide following information regarding documents submitted by them in support of fulfilling eligibility criteria in the following format on separate sheet.

21. (A) Work order Details

Sr. No.	Name of the Institution Issuing work order	Contract Period (Indicating day-month-year)	Value of Contract In Rs.
		From	To
1.			
2.			
3.			

(B) Work Completion Certificates

Sr. No.	Name of the Institution Issuing work order	Contract Period (Indicating day-month-year)	Value of Contract Rs.
		From	To
1.			
2.			

21. Submission of Tender & Opening:

Bidders are advised to study the Tender Document carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.

Tenders must be properly sealed in envelope, addressed to the Registrar, IIG, Plot no 05, Sector 18, New Panvel, Navi Mumbai having clearly super scribed tender for the work of " **“Electrification for old electronics laboratory IIG Colaba Campus.”**

‘Tender Notice No. IIG/2022/06, dated 20.09.2022 and Last date of Submission of Tender 04.10.2022 by 14:30 Hrs. and should dropped in “Tender Box” kept at security Gate, IIG, Plot no 05, Sector 18, New Panvel, Navi Mumbai on or before the due date & time of submission of bid .

The tender is to be on printed letter head which should consist of PAN number of the firm, service tax registration number etc. The acceptance of the tender rests with t h e Director, IIG with a right to reject any or all tender without assigning any reason.

22. Sealing & Marking of Bid

The Bid should be submitted in three Envelopes as mentioned below:-

i. Envelope-A (Duly sealed): Should contain –Tender document each page duly signed and seal and other documents, certificates, balance sheet, bank details and any other certificates as required for fulfilling the eligibility criteria of bidder etc, required to submit as mentioned in this tender document.

ii. Envelope-B (Duly sealed): Should contain Financial Bid in standard format as per format only giving the unit price and amount against each item with grand total at the end in figures and in words on Firm’s Letter-Head.

All the above two envelopes viz. ‘A’ and ‘B’ should be put in a big envelope. If the outer envelope is not sealed and marked as above, Institute will assume no responsibility for the misplacement or premature opening of Bid.

All the envelopes shall be addressed to Registrar, IIG, Plot no 05, Sector 18, New Panvel, Navi Mumbai

All the envelopes should be mentioned the following details

Bid for:

Bid Reference No: -

**Last Date & time for Bid submission,
Opening and Name & Address of the
Bidder.**

23. One Bid per Bidder.

Each bidder shall submit only one tender either by himself or as a partner in joint-venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium submit more than one bid, the bids are liable to berejected.

24. Site Visit.

The bidders are encouraged to visit and examine the nature and intricacies of the works, and obtain all information from the Employer that may be necessary for preparing the bid

and entering into a contract for execution.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders in general and obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender or profit in case of successful bidder. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

CONDITIONS OF CONTRACT

DEFINITIONS:

1. **The ‘Contract’** means the documents forming the tender and acceptance thereof and the formal agreement executed between the Competent authority on behalf of Indian Institute of Geomagnetism and the Contractor together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Competent Authority and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract the following expression, shall, unless the context otherwise requires, have the meanings hereby respectively assigned to them.
 - i. The expression **‘Works’** or ‘Work’ shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
 - ii. The **‘Site’** shall mean the land or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - iii. The **‘Contractor’** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personnel representative of such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - iv. The **“Competent Authority”** means suitable Committee / Director / Registrar as decided by “Director”, IIG. The technical requirement / technicalities arising during the implementation of work will be taken care of by Engineer, IIG.
 - v. **‘The Institute’** or ‘The Institute of India’ or IIG shall mean the Indian Institute of Geomagnetism, New Panvel, Navi Mumbai.
 - vi. **‘Temporary Work’** means all temporary works of every kind required in or about the execution, completion and maintenance of the works.
 - viii) **‘Accepting authority’** shall mean the accepting authority of IIG.
 - ix. **Excepted Risk** are risks due to riots (other than those on account of contractor’s employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of The Institute, damages from aircraft, Pandemic / Epidemic situation, acts of God such as earthquake, lightning and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by The Institute of the part of the works in respect of which a certificate of completion has been issued.

x. Market Rate shall be the rate as decided by the Engineer -in-charge on the basis of the cost of materials and labour at the site following the CPWD norms in his regard / as per General conditions of contracts.

xi. The Institute means “The Indian Institute of Geomagnetism” or any of its Unit (s) of The Institute of India which invites tenders on behalf of Director, IIG.

xii. District Specifications means the specifications followed by the State in the area where the work is to be executed.

xiii. Tendered value means the value of the entire work as stipulated in the letter of award.

3. Scope and Performance: Where the contexts or requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice-versa.

4. Headings to these General / Special Clauses of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of quantities and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

5. Signing of Contract:

The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 03rd day from the stipulated date of start of the work, sign the contract consisting of: The notice inviting tender, technical and financial bids, minutes of pre bid meeting etc. all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto. No payment for the work done will be made unless contract is signed by the contractor.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, and supervision of all works, and other things of temporary or permanent nature required for such execution in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works

6. Standards of Performance

7.1 The Service Provider shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and shall observe sound management. The Service Provider shall always act, in respect of any matter relating to this Contract, faithfully, and shall, at all times, support and safe guard the Client's legitimate interests in any dealings with Third Parties.

7. Use of Contract Documents and Information

a) The Service Provider shall not, without the institute's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the institute in connection therewith, to any person other than a person employed by the Service Provider in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

b) The Service Provider shall not, without the Client's prior written consent, make use of any document or information except for purposes of performing the Contract.

c) Any document, other than the Contract itself shall remain the property of the Client and shall be returned (in all copies) to the Client on completion of the Service Provider's performance under the Contract, if so required by the Client.

8. Applicable Law :

The contract shall be interpreted in accordance with the Indian laws.

9. Confidentiality

a) The Service Provider and their personnel shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the Services, Contract, Client's business or operations without the prior written consent of the Client.

b) The Service Provider and their personnel shall not, either during the term or after expiration of this Contract, use the name or the logo of the Client except and to the extent authorized by client.

c) The Service Provider and their personnel shall not misuse or disclose any confidential information, which they come to know during the currency of this contract. The Service Provider shall be liable to fully recompense the Client for any loss of revenue arising from breach of confidentiality.

l) No party shall disclose any information to any third party concerning the matters under this contract generally. In particular, any information identified as "Proprietary" in nature by the disclosing party shall be kept strictly confidential by the receiving party and shall not be disclosed to any third party without the prior written consent of the original disclosing party. This clause shall apply to the sub-contractors, adviser or the employees engaged by a party with equal force.

II.) "Restricted information" categories under Section 19 of the Atomic Energy Act, 1962 and "Official Secrets" under Section 5 of the Official Secrets Act, 1923:

Any contravention of the above-mentioned provision by any contractor, sub- contractor, consultant, adviser or the employees of a contractor will invite penal consequences under the aforesaid legislation.

10. FRAUD AND CORRUPT PRACTICES

i. The Company and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the institute may reject an Application without being liable in any manner whatsoever to the Company if it determines that the Company has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

ii. Without prejudice to the rights of the Institute under Clause i hereinabove, if a company is found by the institute to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the institute during a period of two years from the date such company is found by the institute to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.

iii. For the purposes of this Clause-i, the following terms shall have the meaning herein after respectively assigned to them:

a) "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;

b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the Bidding Process;

d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

11. Indemnities

The Contractor shall at all times hold the Institute harmless and keep indemnified against all actions, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and description brought or procured against the Institute, its officers, and employees and forthwith upon demand and without protest or demur to pay to the Institute any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the Institute may now or at any time have relative to the work or the Contractor's obligations or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement to or death of any person(s), including employees of the Contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition, the Contractor shall reimburse the Institute or pay to the Institute forthwith on demand without protest or demur all costs, charges and expenses and losses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be against the Institute arising out of or incidental to or in connection with the operation covered the contract. The Contractor shall at his own cost at the Institute's request defend any suit or proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise such suit or other finding without first consulting the Institute.

12. SUMMARY TERMINATION OF CONTRACT DUE TO SUBMISSION OF FALSE DOCUMENTS:

Bidder is required to furnish the complete and correct information / documents required for evaluation of their bids. If the information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of the Bids and forfeiture of Earnest Money Deposit.

In case, the information / document furnished by the contractor forming basis of evaluation of his bid is found to be false /forged after the award of the contract, IIG shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such contractor without any prejudice to other rights available to IIG under the contract such as forfeiture of Security Deposit, withholding of payment etc.

In case this issue of submission of false document comes to the notice after execution of work, IIG shall have full right to forfeit any amount due to the contractor along with forfeiture of Security Deposit furnished by the contractor. Further, such contractor / bidder shall be blacklisted for future business with IIG.

13. Commitments and Undertakings by the Bidder/Contractor

a. The Bidder / Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:

i) The Bidder / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Principal associated with the tender process or the execution of the contract or to any other person on their behalf any material or immaterial benefit to which he/she is not legally entitled in order to obtain in exchange any advantage of any kind

What so ever during the tender process or during the execution of the contract.

ii) The Bidder / Contractor undertake not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.

14. Language and Law

15. The language of the Contract shall be English and the law governing the Contract shall be Union and State Laws applicable at the site of works.

16. Communications

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act). Email communications are valid.

17. Safety

The Contractor shall be responsible for the safety of all activities on the Site.

18. Payments for Variations

The contract is without any minimum quantum of assured work. No extra payment or rate will be entertained for any variation in work, without prior approval of employer. If there is delay from the Employer and the contractor coming to an agreement on the rate of an extra item, rates as proposed by the Employer shall be payable provisionally till such time as the rates are finally determined or till date- mutually agreed.

19. Tax

The rates quoted by the Contractor and the tendered cost thereof shall be inclusive of all taxes, CGST, SGST and levies, freights etc.. However, the contractor has to submit the R.A. bills showing the basic cost + tax components separately. (Basic cost + CGST+ SGST = total cost of work completed / tendered cost of work)

20. Subsequent Legislation

If, after the date 21 days (Twenty eight) prior to the date for submission of tenders for the contract there occur changes to any National or State Statute, Ordinance or Decree or other Law or any regulation or by law of any local or other duly constituted authority or introduction of any such state statute, Ordinance, Decree, Law, regulation or bye law which causes additional or reduced cost to the contractor in execution of the contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor be determined by the Employer or his nominee and shall be added to or deducted from the contract price and the employer or his nominee shall notify the contractor accordingly.

21. Advance Payment

No advance payment shall be paid to the contractor in any circumstances under this contract

Note : Kindly read the followings

IIG (Indian Institute of Geomagnetism,) in place of the Government /CPWD

President of India: (Indian Institute of Geomagnetism)

Competent Authority: means suitable Committee / Director / Registrar as decided by "Director" IIG

Institute: Indian Institute of Geomagnetism.

CLAUSES OF CONTRACT

Performance Guarantee

Clause 1

(i) The contractor shall submit an irrevocable Performance Guarantee of 3% (Three percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Competent Authority up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Competent Authority. Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is equal to or greater than Rs.10,000 and is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank 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 Government to make good the deficit.

(ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus minimum 60 days beyond that if the same is submitted by the agency on schedule format I as per GCC. If the same is submitted on the format II as per GCC then the performance Guarantee shall be valid up to the stipulated date of completion plus minimum 6 months beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.

(iii) The Competent Authority shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of: (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Competent Authority may claim the full amount of the Performance Guarantee. (b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer- in-Charge. (iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

Recovery of Security Deposit

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank 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 Government to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lakhs subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lakhs. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5. In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year-wise proportionately.

Note-1: Government papers tendered as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

Note-2: Government Securities will include all forms of Securities mentioned in Rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

Note-3: Note 1 & 2 above shall be applicable for both clause 1 and 1A

Clause 2

Compensation for Delay

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or justified extended date of completion as per clause 5 (excluding any extension under Clause 5.5) as well as any extension granted under clauses 12 and

15, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of accepted Tendered Value of the work for every completed day/month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

Compensation for delay of work

- (i) With maximum rate 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor, if scheduled completion of work is more than **one year**
- (ii) With maximum rate 1% (one percent) to 2% (two percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor, if scheduled completion of work is more than six months and upto one year
- (iii) With maximum rate 2% (two percent) to 3% (three percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor, if scheduled completion of work is up to six months.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the accepted Tendered Value of work. In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay. This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause. In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F, after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract. The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

Clause 2 (A)

Compensation for Delay: For Maintenance Works estimated cost upto Rs. 30.0 Lacs.

If the contractor fails to maintain the required progress to complete the work and clear the site on or before the contract period he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of accepted Tendered Value of the work for every completed day/ month (as determined) that the work remains incomplete in the following manners.

- (i) If there is no hindrance, compensation shall be levied if work is incomplete.
- (ii) If site is not available there will be no compensation.
- (iii) If there is partial hindrance then Competent Authority will compare amount of work executed in available hindrance free time w.r.t. total time and total work. Compensation will be levied if actual work executed is less than as calculated on pro rata basis. Compensation for delay of work.
 - (i) With maximum rate 1% (one percent) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than one year.
 - (ii) With rate 1% (one percent) to 2% (two percent) (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor. if scheduled completion of work is more than six month and up to one year.
 - (iii) With rate 2% (two percent) to **3% (Three percent)** (maximum) per month of delay to be computed on per day basis based on quantum of damage suffered due to stated delay on the part of Contractor if scheduled completion of work is up to six month.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the accepted Tendered Value of work In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on stipulated date of completion. This is without prejudice to right of action by the Competent Authority under clause 3 for delay in performance and claim of compensation under that clause. In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F. The compensation for delay, if not decided before the determination of contract, shall be decided after determination of contract. The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government

Clause 3

When Contract can be Determined

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

- (i) If the contractor having been given by the Competent Authority a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Competent Authority.
- (iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Competent Authority the contractor will be unable to complete the same or does not complete the same within the period specified.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Competent Authority.
- (v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government.
- (vi) If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Competent Authority.
- (vii) If the contractor had secured the contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him

for benefit of his creditors.

(ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

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

(xi) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Competent Authority. When the contractor has made himself liable for action under any of the cases aforesaid, the Competent Authority on behalf of the President of India shall have powers:

(a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Competent Authority shall be conclusive evidence). Upon such determination, Security Deposit already recovered, Security Deposit, payable, Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government

(b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work. In the event of above courses being adopted by the Competent Authority, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Competent Authority 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.

Clause 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within 15 days Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.

CLAUSE 4

Contractor liable to pay compensation even if action not taken under Clause 3

In any case in which any of the powers conferred upon the Competent Authority by Clause 3 thereof,

shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Competent Authority putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Competent Authority which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Competent Authority all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Competent Authority, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Competent Authority may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Competent Authority as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE 5

Time and Extension for Delay

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site, notified by the Competent Authority, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Competent Authority and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law. 5.1 (i) As soon as possible but within 7 (seven) working days of award of work and in consideration of

(a) Schedule of handing over of site as specified in the Schedule 'F'

(b) Schedule of issue of drawings if applicable as specified in the Schedule 'F' the Contractor shall submit a Time and Progress Chart for each mile stone. The Competent Authority may within 7 (seven) working days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Competent Authority. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Competent Authority and the Contractor within the limitations of time imposed in the Contract documents.

In case of non-submission of work programme by the contractor the program approved by the Competent Authority shall be deemed to be final.

(i) The approval by the Competent Authority of such programme shall not relieve the contractor

of any of the obligations under the contract.

(ii) The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Competent Authority for the work done during previous month to the Competent Authority on or before 5th day of each month failing which a recovery as per Schedule F to be decided by the NIT approving authority shall be made on per week or part basis in case of delay in submission of the monthly progress report

5.2 If the work(s) be delayed by:-

(i) force majeure, or

(ii) abnormally bad weather, or

iii) Pandemic situation

serious loss or damage by fire, or

civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or

delay on the part of other contractors or tradesmen engaged by Competent Authority in executing work not forming part of the Contract, or

any other cause like above which, in the reasoned opinion of the Competent Authority is beyond the Contractor's control. then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Competent Authority but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Competent Authority to proceed with the works. The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause 5.2.

5.3 In case the work is hindered in the opinion of the contractor, by the Department for any reason/event, for which the Department is responsible. The authority as indicated in Schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work.

Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2 the contractor shall be entitled to only extension of time and no damages.

5.4 Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within five days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones or Form of application by the contractor for seeking extension of time (Appendix -XVI) respectively to the authority as indicated in Schedule 'F'. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired.

With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the work. A recovery as specified in Schedule 'F' shall be made on per day basis in case of delay in submission of the revised programme.

5.4.1 In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. Engineer -in-Charge shall finalize/ reschedule a particular mile stone before taking an action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 21 days of the date of receipt of such request from the Contractor in prescribed form. In event of non-application by the contractor for extension of time Competent Authority after affording opportunity to the contractor may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.

5.5 In case the work is delayed by any reasons, in the opinion of the Engineer-in-Charge, by the contractor for reasons beyond the events mentioned in clause 5.2 or clause 5.3 or clause 5.4 and beyond the justified extended date; without prejudice to right to take action under Clause 3, the Competent Authority may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.

Clause 5 A

For maintenance works estimated cost up to Rs. 30 lakhs.

Time is the essence of the contract

For Maintenance Works estimated cost up to Rs. 30 Lacs. The time allowed for execution of the work as specified in the Schedule 'F' shall be the essence of the Contract i.e. the contract period will not be extended. The execution of the work shall commence from such time period as mentioned in schedule 'F'. If the contractor commits default in commencing the execution of the work as aforesaid the performance guarantee shall be forfeited by the Competent Authority and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.

Clause 6

Computerized Measurement Book

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

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Competent Authority or his authorized representative as per interval or program fixed in consultation with Competent Authority or his authorized representative. After the necessary corrections made by the Competent Authority, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Competent Authority for the dated signatures by the Competent Authority and the contractor or their representatives in token of their acceptance.

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

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Division Office for payment.

The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department. The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the "bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer in- Charge or his representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the Competent Authority or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Competent Authority or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Competent Authority's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Competent Authority or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

Clause 7

Payment on intermediate certificate to be regarded as Advances

No payment shall be made for work, estimated to cost Rs. Five lac or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Five lac, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Competent Authority. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Competent Authority shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Competent Authority certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Competent Authority. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Competent Authority or his Engineer together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Competent Authority, the period of ten working days will be extended to fifteen working days.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Competent Authority relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Competent Authority under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

The Competent Authority in his sole discretion on the basis of a certificate from the Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each

floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bills to be submitted by the contractor within 10 days of the interim payment. In case of delay in submission of bill by the contractor a simple interest @ 10% (ten percent) per annum shall be paid to the Government from the date of expiry of prescribed time limit which will be compounded on yearly basis.

Payments in composite Contracts

In case of composite tenders, running payment for the major component shall be made by Competent Authority major discipline to the main contractor. Running payment for minor component shall be made by the Competent Authority of the discipline of minor component directly to the main contractor. In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment, then on the written complaint of contractor associated for such minor component, Competent Authority of minor component shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory, he may make the payment directly to the contractor associated for minor component as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by him. Such payment made to the associate contractor shall be recovered by Competent Authority of major or minor component from the next R/A/ final bill due to main contractor as the case may be.

Clause 7A

No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable is submitted by the contractor to the Engineer-in-Charge.

Clause 8:

Completion Certificate

Clause 8 Within ten days of the completion of the work, the contractor shall give notice of such completion to the Competent Authority and within thirty days of the receipt of such notice, the Competent Authority shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the 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, and not until the work shall have been measured by the Competent Authority . If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Competent Authority may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall

have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause 8A

Contractor to keep Site Clean

When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done: without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Competent Authority shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Competent Authority shall give ten days' notice in writing to the contractor

Clause 9

Payment of Final Bill

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished recorded by the Competent Authority whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Competent Authority, will, as far as possible be made within three months the period specified here in under, the period being reckoned from the date of receipt of the bill by the Competent Authority or his authorized Engineer, complete with account of materials issued by the Department and dismantled materials if any.

- (a) If the Tendered value of work is up to Rs. 45 lac : 2 months
- (b) If the Tendered value of work is more than Rs.45 lac and up to Rs. 2.5 Crore : 3 months
- (c) If the Tendered value of work exceeds Rs. 2.5 Crore : 6 months

If the final bill is submitted by the contractor within the period specified above and delay in payment of final bills is made by the department. After prescribed time limit a simple interest@ 5% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis, provided the final bill submitted by the contractor is found to be in order.

Clause 9A.

Payment of Contractor's Bills to Banks: N.A.

Clause 10 A.

Materials to be provided by the Contractor

The contractor shall, at his own expense, provide all materials, required for the works other than

those which are stipulated to be supplied by the Institute.

The contractor shall, at his own expense and without delay; supply to the Competent Authority samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in- Charge furnish proof, to the satisfaction of the Competent Authority that the materials so comply. The Competent Authority shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Competent Authority for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Competent Authority shall be issued after the test results are received. The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials. The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Competent Authority may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Competent Authority and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer -in- Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access. The Competent Authority shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Competent Authority shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials.

The Competent Authority shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Competent Authority may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F.

Clause 10 B

Secured Advance on Materials: N.A.

Clause 10C

Payment on Account of Increase in Prices/ Wages due to Statutory Order(s)

If after submission of tender, if the price of any materials incorporated in the work and/ or wages of

labour increases as a direct result of the coming into force of any fresh law or statutory rule or order (but not due to any variation of rate in GST applicable on such material(s) being considered under this clause) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied.

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any variation of rate in GST applicable on such material (s) being considered under this clause), Government shall in respect of materials incorporated in the works and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

Competent Authority shall call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/or wages of labour, give notice thereof to the Competent Authority stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

For this purpose, the labour component of 85% of the value of the work executed during period under consideration shall not exceed the percentage as specified in Schedule F, and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled Mazdoor, fixed under any law statutory rule and order. The cost of work for which escalation is applicable (W) is same as cost of work done worked out as indicated in sub-para (ii) of clause 10 CC except the amount of full assessed value of secured Advance.

Clause 10 CC

Payment due to Increase / Decrease in Prices/ Wages after Receipt of Tender for Works:

N.A.

Clause 10 D

Dismantled material Govt property: N.A.

Clause 11

Work to be Executed in Accordance with Specifications, Drawings, Orders etc.

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance

with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Competent Authority and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

Clause 12 :

Deviations/ Variations Extent and Pricing

The Competent Authority shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Competent Authority and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

The completion cost of any agreement for Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration should not exceed 1.25 times of Tendered amount. Any further deviation beyond this limit upto 1.5 times of tendered amount shall be approved by the authority mentioned in schedule 'F' with recorded reason and in exceptional case, Director, IIG shall have full power to approve the deviation beyond 1.50 times of tendered amount with recorded reason and take suitable corrective action.

12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered be extended, if requested by the contractor, as follows:

- (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
- (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

Deviation, Extra Items and Pricing

12.2 In the case of Extra Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage

above/ below quoted contract amount. Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

Deviation, deviated Quantities, Pricing

12.3 In the case of Substitute Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount. Payment of Substitute in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

In the case of contract items, which exceed the limits laid down in schedule F, the contractor shall be paid rates at Agreement rate/Market rate whichever is lower.

In case of decrease in the rates prevailing in the market of items for the work in excess of the limits laid down in Schedule F, the Competent Authority shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

12.4 For the purpose of operation of Schedule "F", the following works shall be treated as works relating to foundation unless & otherwise defined in the contract:

- (i) For Buildings : All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.
- (ii) For abutments, piers and well staining: All works up to 1.2 m above the bed level.
- iii) For retaining walls, wing walls, compound walls, chimneys, over head reservoirs/ tanks and other elevated structures: All works up to 1.2 metres above the ground level.
- (iv) For reservoirs/tanks (other than overhead reservoirs/tanks) : All works up to 1.2 metres above the ground level.
- (v) For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower.
- (vi) For Roads, all items of excavation and filling including treatment of sub base.

12.5 Any operation incidental to or necessarily has to be in contemplation of tenderer while quoting filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

Clause 13

Foreclosure of contract due to Abandonment or Reduction in Scope of Work:

If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Competent Authority shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the

contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works. The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Competent Authority for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;

(i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.

(ii) Government shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however Government shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Government, cost of such materials as detailed by Competent Authority shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

(iii) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.

(iv) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary. The contractor shall, if required by the Competent Authority, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition. The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Government as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Competent Authority shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Government from the contractor under the terms of the contract. In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Competent Authority may return the previous Performance Guarantee.

Clause 14

Carrying out part work at risk & cost of contractor:

If contractor:

(i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 working days in this

respect from the Engineer-in-Charge; or

(ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 working days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

(iii) The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to : (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor

The Competent Authority shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Government because of action under this clause shall not exceed 10% of the tendered value of the work. In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Competent Authority as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor. Any excess expenditure incurred or to be incurred by Government in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Government as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Government in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days. If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Competent Authority shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Competent Authority, 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 advance on any account or with a view to the execution of the work or the performance of the contract.

Clause 15:

Suspension of Work:

(i) The contractor shall, on receipt of the order in writing of the Competent Authority , (whose

decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Competent Authority may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons: (a) on account of any default on the part of the contractor or; (b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or (c) for safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instruction

(ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above: (a) the contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and; (b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Competent Authority may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Competent Authority within fifteen days of the expiry of the period of 30 days.

(iii) If the works or part thereof is suspended on the orders of the Competent Authority for more than three months at a time, except when suspension is ordered for reason (a) in subpara (i) above, the contractor may after receipt of such order serve a written notice on the Competent Authority requiring permission within fifteen days from receipt by the Competent Authority of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by Government or where it affects whole of the works, as an abandonment of the works by Government, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Competent Authority. In the event of the contractor treating the suspension as an abandonment of the contract by Government, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Competent Authority may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Competent Authority within 30 days of the expiry of the period of 3 months.

Clause 16.

Action in case Work not done as per Specifications

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Competent Authority, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers

has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Competent Authority or his authorized subordinates in charge of the work or to the Chief Engineer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lac and below except road work) of the completion of the work from the Competent Authority specifying the work, materials or articles 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 charge and cost. In the event of the failing to do so within a period specified by the Competent Authority in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default. In such case the Competent Authority may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in schedule 'F' may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Competent Authority to be conveyed in writing in respect of the same will be final and binding on the contractor.

Clause 17

Contractor Liable for Damages, defects during defect liability Period:

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer in- Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Competent Authority cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs.

Ten lacs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work, if in the opinion of the Competent Authority, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later. In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier

Clause 18

Contractor to Supply Tools & Plants etc.:

The contractor shall provide at his own cost all materials, machinery, tools & plants as specified in schedule F. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Competent Authority as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for 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 Competent Authority at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

Clause 18 A

Recovery of Compensation paid to Workmen:

In every case in which by virtue of the provisions sub- section (1) of section 12 of the Workmen's Compensation Act. 1923, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works , Government will recover from the contractor , the amount of the compensation so paid: and, , without prejudice to the rights of the Government under sub- section(2) of section 12 , of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise. Government shall not be bound to contest any claim made against it under sub- section (1) of section 12, of the said Act, except on the written request of the contractor and upon his giving to Government full security for all costs for which Government might become liable in consequence of contesting such claim.

Clause 18B

Ensuring Payment and Amenities to Workers if Contractor fails:

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition)

Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Government is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the C.P.W.D. Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by C.P.W.D. Contractors, Government will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Government under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government to the contractor whether under this contract or otherwise Government shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which Government might become liable in contesting such claim.

Clause 19.

Labour Laws to be complied by the Contractor:

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996. Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

Clause 19A

No labour below the age of fourteen years shall be employed on the work.

Clause 19 B

Payment of Wages:

- (i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- (iii) In respect of all labour directly or indirectly employed in the works for performance of the

contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips publication of scale of wage and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable

(a) The Competent Authority concerned shall have the right to deduct from the amount due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations. Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Competent Authority shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Competent Authority concerned. In the case of Union Territory of Delhi, however, as the all-inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWO/DAB/ 43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

(iv) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

(v) The contractor shall indemnify and keep indemnified Government against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

(vi) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

(vii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

(viii) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

Clause 19 C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty as decided by the

authority mentioned in Schedule F for each default and in addition, the Competent Authority shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

Contribution of EPF and ESI:

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Competent Authority to the contractor on actual basis. The verification of deployment labour will be done through biometric attendance system or any other suitable method by the Competent Authority. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.

Clause 20

Minimum Wages Act to be complied with:

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

Clause 21

Work not to be sublet. Action in case of insolvency:

The contract shall not be assigned or sublet without the written approval of the Competent Authority. And if the contractor shall assign or sublet 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, 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 agent to any public officer or person in the employ of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Competent Authority on behalf of the President of India shall have power to adopt the course specified in Clause 3 hereof in the interest of Government and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

Clause 22

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

Clause 23 to 26: deleted

Clause 27 Lumpsum Provisions in Tender:

When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Competent Authority payable of measurement, the Competent Authority may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Competent Authority shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

Clause 28

Action where no Specifications are specified:

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per state District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Competent Authority.

Clause 29

Withholding and lien in respect of sum due from Contractor:

(i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Competent Authority or the Institute shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Competent Authority or the Institute 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 finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Competent Authority or the Institute 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 may at any time thereafter become payable to the contractor under the same contract or any other contract with the Competent Authority of the Government or any contracting person through the Competent Authority pending finalization of adjudication of any such claim. It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Competent Authority or Government will be kept withheld or retained as such by the Competent Authority or the Institute till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) 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 Competent Authority or the Institute 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 found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

(ii) The Institute 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 overpaid in respect of any work done by the contractor under the contract or any work claimed 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 Government to recover the same from him in the manner prescribed in sub-clause (i) 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 Government to the contractor, without any interest thereon whatsoever. Provided that the Government shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Competent Authority on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Competent Authority.

Clause 29 A

Lien in respect of claims in other Contracts:

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Competent Authority or the Government or any other contracting person or persons through Competent Authority against any claim of the Competent Authority or Government or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer- in-Charge or the Government or with such other person or persons. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Competent Authority or the Government will be kept withheld or retained as such by the Competent Authority or the Government or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the 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 on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

Clause 30

Water for Works:

The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions. (i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Competent Authority (ii) The Competent Authority shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Competent Authority unsatisfactory.

Clause 31- 32 deleted

Clause 33:

Levy/Taxes payable by Contractor:

(i) GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and the Institute shall not entertain any claim whatsoever in this respect except as provided under Clause 38 (ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities. If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

Clause 34

Conditions for reimbursement of levy/taxes if levied after receipt of Tenders:

- (i) All tendered rates shall be inclusive of any tax, GST, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increases or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs. However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on side, increase or decrease.
- (ii) Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/ levies/cess. Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule F.
- (iii) 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 authorized representative of the Government and/or the Competent Authority and shall also furnish such other information/document as the Competent Authority may require from time to time.
- (iv) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, or variation or repeal of such tax or levy or cess give a written notice thereof to the Competent Authority that the same is given pursuant to this condition, together with all necessary information relating thereto.

Clause 35

Termination of Contract on death of contractor:

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer in Charge on behalf of the President of India shall have the option of terminating the contract without levy compensation to the contractor.

Clause 38

Theoretical consumption of Material:

(i) After completion of the work and also at any intermediate stage in the event of Non reconciliation of materials issued theoretical quantity of materials used in the work shall be calculated on the basis and method given hereunder: -

(a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule 'F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above-mentioned schedule/statement or cannot be derived from the same shall be calculated on the basis of standard formula to be laid down by the Competent Authority.

(b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorized by Engineer-in-Charge, including authorized lappings, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual, each diameter wise, section wise and category wise separately.

(c) Theoretical quantity of G.I. & C.I. or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise.

(d) For any other material as per actual requirements. Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F' For non scheduled items, the decision of the Superintending Engineer CE regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor.

(ii) The said action under this clause is without prejudice to the right of the Government to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

Item rate Tender & Contract for Works

Tender/bid for the work of: **““Electrification for old electronics laboratory IIG Colaba Campus.”**

TENDER / BID

I/We have read and examined the notice inviting bid, schedule-A, B, C, D, E & F, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract for CPWD Works (Maintenance) 2020 with up-to-date correction slips, clauses of contract, Special conditions, Schedule of rates & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for Indian Institute of Geomagnetism, New Panvel, Navi Mumbai within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract with amendments up to the last date of submission of bids and with such materials as are provided for, by, and in accordance with, such conditions so far as applicable.

We agree to keep the tender open for **Ninety (90) days** from the actual date of opening and not to make any modification in its terms and conditions.

The proforma of EMD Declaration as per O.M. No. DG/CON/Misc./13 dated 23.11.2020 duly filled in and signed by the Authorized Signatory shall be submitted with the Technical bid. If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to take appropriate action according to the Declaration. Further, if I/We fail to commence work as specified, I/We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely, the said performance guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12.1 and 12.2 (as modified) of the Tender form.

Further, I/We agree that in case of forfeiture of Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/we undertake and confirm that eligible similar work(s) has/have not been got executed through another agency on back-to-back basis. Further that, if such a violation comes to the notice of Institute,, then I/we shall be debarred for bidding in IIG in future forever. Also, if such a violation comes to the notice of the Institute before date of start of work, the Competent Authority shall be free to forfeit the entire amount of Performance Guarantee and I/we may be debarred from CPWD works for ever.

I/We here-by declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated: **

Signature of contractor **

Witness: **Postal Address**

Address: **

Occupation: **

[** to be filled by contractor

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the President of India for a sum of Rs.*..... (Rupees.....*.....).

The letters referred to below shall form part of this contract agreement: -

- (a)*
- (b)*
- (c)*

**For & on behalf of Indian Institute of Geomagnetism,
New Panvel, Navi Mumbai**

Signature.....

Designation

Dated:

Form of Performance Guarantee/ Bank Guarantee Bond

In consideration of the Director, Indian Institute of Geomagnetism (hereinafter called "The Institute") having agreed under the terms and conditions of Letter of Intent / Agreement No..... dated..... made between

.....and (hereinafter called "the said Contractor{s}").for the work of.....

..... (Hereinafter called "the

said Letter of Intent / Agreement") having agreed to production of a irrevocable bank Guarantee for Rs.....

..... (Rupees only), as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, we(Indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the Institute an amount not exceeding Rs. (Rs..... only) on demand by the Institute.

2. We(indicate the name of Bank) do hereby undertake To pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Institute stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). 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 amountn ot exceeding Rs..... (Rupees only).

3. We, the said bank, further undertake to pay to the Institute any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We(indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Institute under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Competent Authority on behalf of the Institute certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We(indicate the name of Bank) further agree with the Institute that the Institute shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the

said Agreement or to extend time of performance by the said Contractor(s) from time to time

or to postpone for any time or from time to time any of the powers exercisable by the Institute against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Institute or any indulgence by the Institute to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, (Indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Institute in writing.

8. This guarantee shall be valid up to, unless extended on demand. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.

..... (Rupees
..... only) and
unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Signed and sealed Dated the day of for
..... (Indicate the name of Bank)



**TENDER ACCEPTANCE UNDERTAKING
FOR EMD
(To be submitted on letterhead of tenderer)**

Date: _____

**To,
The Director,
Indian Institute of Geomagnetism,
IIG,
New Panvel,
Navi Mumbai-410210.**

Tender Ref No: IIG / 2022 / 06,

dated 20.09.2022

Name of work:

Sir,

Whereas I, / we have submitted bid for the work of

.....

I / We hereby submit following declaration in lieu of submitting Earnest Money Deposit.

- 1) It after opening of tender I / We withdraw or modify my / our bid during the period of validity of tender (including extended validity period of tender) specified in the tender documents,
- 2) If after award of work I / we fail to sign the contract or to submit performance guarantee before the deadline defined in the tender documents

I we shall suspended for one year and shall not be eligible to bid for IIG tenders from the date of issue of suspension order.

Signature of contractor



AGREEMENT

This deed of agreement is made on this ____ Two thousand and twenty one ____ between through its having its registered office _____, which expression shall include its successors / assignees hereinafter called the supplier of the onepart

And

Indian Institute of Geomagnetism (IIG), an autonomous Institute under Dept. of science and Technology, Govt. of India having its registered office at Navi Mumbai at sector-18, Kalamboil highway, Navi Mumbai -410218 represented by the Director, IIG on the second part.

WHEREAS, the second party published notice inviting tenders for of **“Electrification for old electronics laboratory IIG Colaba Campus.”**

AND whereas, the first party applied and offered its offer in response of the notice of invitation for tender and the offer whereas, found acceptable by the second party who has issued Letter of acceptance / Letter of Intent to the supplier on first part;

WHEREAS, the terms & conditions duly stipulated in the tender form under the Schedule of terms & conditions (general as well as special) have been found acceptable by the first party to abide by them and the second party has found the first party competent and capable supplier and letter of intent has been issued by the second party;

Now it is therefore, parties here un-to have agreed mutually to abide by the terms and conditions of the work order and now this deed WITNESSED that:

1. The first party shall abide by the general terms and conditions as well as the special terms and conditions as have been stipulated in the tender for the supply and provide services of specified manpower to commence the work of maintenance as awarded with effect from the given date and time.

2 That the technical Bid containing technical specifications of the techniques to be used for maintaining the work schedule will be ensured by the first party and will be acceptable to the second party.

3. That the quantity variation in consumable items and non-consumable equipments / tools including short supply will not be acceptable by the second party unless otherwise specified and communicated by the second party to the first party within the authorized time of supply or the extended time as may be mutually agreed upon by the parties here to.

4. That the upward price variation will not be acceptable (except increase in statutory compliances viz. minimum wages, VDA, bonus etc.) to the second party whereas the first party will be under the liability to revise the price downward if it happens due to reduction of taxes leviable by the Central / State Government.

5. The maintenance of the equipment / tools during currency period of the contract shall be the sole responsibility of the contractor. The alternative tools / equipments shall be provided by the contractor in case of failure of any of the tools / equipments required for maintaining the awarded jobs.
6. That the notice inviting tender, tender form, technical bid, commercial bid to gather with schedule of quantity and specifications including general terms and conditions and special terms & conditions schedule shall be construed as the part of this agreement.
7. That the mode of payment & currency for the supplies shall not be changed unless otherwise mutually agreed by the parties and if found permissible under the Law of the land.
8. That the first party shall be liable for the liquidated damages to be paid to the second party for the defaults on the part of the contractor for commissioning and maintenance is delayed and the second party will be free to recover such liquidated damages as may be determined in the terms of the work order conditions from the due amount of supplies or EMD or Performance Deposits / Guarantee including Bank Guarantee.
9. That the first party / contractor shall be responsible to provide alternate manpower in case of any the workmen or group of workmen remain absent from the work on account of one reason or the other or refuse to execute the work or adopt delay tactics by one way or the other or any other unforeseen circumstances occurred or created on account of actions. Of the personnel of the contractor deployed at IIG. Failure of the contractor shall render him liable for all consequences as may be occurred to save life of patients in the hospital and recover the manpower cost together with damages as may be occurred on actual basis.

IN WITNESS where of, the first party-contractor and through its authorized representative has herein to set his hands and authorized representative for and on behalf of the second party has hereinto set his hands, executed and signed this deed in presence of.

First Party

Second Party

Witness:1. _____

Witness :1. _____

2. _____

2. _____

ACCEPTANCE

I have read the General and Special Terms and Conditions of the contract given above. I agree to abide by them.

Signature of the Contractor and seal

Name of authorized person

Name of the firm

Date:

Address for correspondence

LETTER OF AUTHORIZATION

I, Mr. _____ Chairman / Managing Director / President/
Vice-President / General Manager hereby certify and declare that
M/s. _____ having its registered office
at _____ is an
organization dealing for providing services of manpower which is meant for scientific use
for research / diagnostic / treatment and having business operations in India.

It is also certified that our representation and operations in India is done & executed by
M/s. _____ which is a organization
constituted under the provisions of _____ and having their
registered office at _____ who has been fully
authorized by us to act as our representative in whole or part of India to deal, undertake,
participate in the business proceedings, quote rate for supply, installation, testing and
commissioning, after sales services of our products / equipments and their spare parts
together with consumables and procure purchase orders to pass to us on such rates and
conditions as may be negotiated by them for and on behalf of us.

The Indian agent M/s. _____ has also been
authorized to provide after sales services, supply spare parts and consumables on the
authorized rates as indicated in the price list of the company for the period of the currency
of warranty and annual maintenance contract thereafter for a period of 5 years. They have also
been authorized to negotiate the rate for allowing special discount to the research
institutes of India.

Signature

Name of authorized person for bidder with seal

Date :

(To be submitted on the letter head of the firm)

DECLARATION

- a) It is certified that the information furnished above is correct.
- b) We have gone through the terms and conditions stipulated in the Tender Document and confirm to abide by the same. Disagreement and solution proposed has been listed in a separate sheet and being attached with this Bid. A copy of the Tender Document with its each page signed, in token of acceptance of the Terms and Conditions, is enclosed.
- c) We understand that the decision of the **IIG** to accept / reject "the points of disagreements and proposed solution provided by us "would be final and binding.
- d) The signatory to this bid is authorized to sign such bids on behalf of the organization.
- e) It is certified that our firm has not been terminated / blacklisted by any other Organization.
- f) We also agree that IIG can cancel the tender at any time without assigning any reason.

Signature of the Contractor:

Name: Date: Registration No.:

Place:

Full Address:

(To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of IIG)

INTEGRITY AGREEMENT

This Integrity Agreement is made at..... on thisday of 22.... between Indian Institute of Geomagnetism, represented through Registrar,, IIG,, (Hereinafter referred as the (Address of Division) 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.... (Name and Address of the Individual/firm/Company) through (Hereinafter referred to as the (Details of duly authorized signatory) "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) Preamble WHEREAS the Principal / Owner has floated the Tender (NIT No (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for (Name of work) hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner:

(1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

(2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the

procurement process to the detriment of the Government interests.

5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corrupt

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IIG.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Head quarters of the Division of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS : All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses: (For and on behalf of Principal/Owner)

WITNESSES: 1.....(signature, name and address)

2(signature, name and address) Place: Dated:

Proforma of Schedules

SCHEDULE 'A'

Schedule of quantities

Enclosed

SCHEDULE 'B' Schedule of materials to be issued to the Contractor- Nil

SCHEDULE 'C' Tools & plants to be hired to the contractor- Nil

SCHEDULE 'D'

Extra schedule for specific requirement/document for the work, if any.

Nil

SCHEDULE 'E'

Reference to General Conditions of contract.

CPWD: General Conditions of Contract 2020 Maintenance Works amended up to last date of submission of tender.

Name of work: ““Electrification for old electronics laboratory IIG Colaba Campus.”

Estimated cost of work:

Rs.8,59,000/-

i) Earnest money:

Proforma of EMD Declaration (As per Annexure-A)

ii) Performance Guarantee:

3% of tendered value.

iii) Security Deposit:

2.5% of tendered value.

SCHEDULE 'F' General Rules & Directions

Officer inviting tender

Registrar, Indian Institute of Geomagnetism, Plot no 05, Sector 18, New Panvel, Navi Mumbai.

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3

See appropriate clause under definition below

Definitions:

2(v) Competent Authority

Duly approved committee/Director/Registrar as decided by Director.

2(viii) Accepting Authority:

Director, IIG, Navi Mumbai

2(x) Percentage rates on cost of materials

15 %

and labour to cover all overheads and profits.

2(xii) Department

IIG

8(ii) Standard CPWD Contract Form

General Conditions of Contract 2020; CPWD Maintenance Works amended up to last date of submission of tender.

Clause 1

i) Time allowed for submission of Performance Guarantee, Program chart (Time & progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or Proof of applying thereof from the date of issue of letter of acceptance:

3 Working days.

ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above

5 Working days.

Clause 2

Authority for fixing Compensation under clause 2

Director, IIG, New Panvel.

Clause 2 A

Whether clause 2A shall be applicable

Applicable

Clause 5

Number of days from the date of issue of letter of acceptance for reckoning date of start.

1 day

Clause 5A

Applicable

Milestone(s) as per table given below:

S.No.	Description of Milestone (Financial)	Time allowed in Days (from date of start)	Amount to be with-held in Case of non - achievement of mile stone
1	1/2 th (of the agreement amount)	50	1.25% of tendered amount

2	¾ th of the agreement amount)	75	1.25% of tendered amount
3	All works complete.	60.0	1.25% of tendered amount

Time allowed for execution of work: **SIXTY DAYS**

Authority to decide:

1	Extension of Time	Director, Indian Institute of Geomagnetism (IIG) , New Panvel, Navi Mumbai .
2	Rescheduling of Milestones	Director, IIG , New Panvel, Navi Mumbai .
3	Shifting of D/o start in case	Director, IIG , New Panvel, Navi Mumbai .

Clause 7

Gross work to be done together with net Payment / adjustment of advances for Material collected, if any, since the last Such payment for being eligible to Interim payment.

4.0 Lakh

Clause 7A

Whether Clause 7A shall be applicable

Yes

Clause 10 CC

Not applicable

Clause - 11

Specifications to be followed for execution of work

(I) CPWD General Specifications for Electrical Works Part-I Internal - [2013](#), [2013](#) (Amendments)
(II) Part-IV Sub Station – [2013](#)

Clause 12

Authority to decide deviation up to 1.25 times of tendered amount

Director, IIG

Authority to decide deviation above 1.25 times and upto 1.5 times of tendered amount

Director, IIG

Authority to decide deviation above 1.50 times and upto 2.0 times of tendered amount

Director, IIG

12.2 & 12.3 *Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work.*

Director IIG

Clause 16

Competent Authority for deciding reduced rates.

**Director, IIG, New
Panvel, Navi Mumbai**

Clause 18

List of mandatory machinery, tools and plants

NA to be deployed by the contractor at site.

Clause 19 C

Competent Authority

Clause 19D

Competent Authority

Clause 19 G

Competent Authority

Clause 19K

Competent Authority

Clause 25

Constitution	For all claims in Dispute
Conciliator	Director, IIG (or his successor or any other authority as notified by department)
Arbitrator Appointing Authority	Director, IIG (or his successor or any other authority as notified by department)
Place of Arbitration	Mumbai

केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/ CON/319

ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Nirman Bhawan, New Delhi

Dated: 31.01.2022

Subject: Modification in Clause 12 of GCC 2020 for EPC Projects.

Clause 12 of General Conditions of Contract 2020 for EPC Projects is modified as below:-

Existing Provision	Modified Provision
Clause 12 Deviations/ Variations Extent and Pricing The Engineer-in-Charge shall have power (i) to make alteration in, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.	Clause 12 Deviations/ Variations Extent and Pricing The Engineer-in-Charge shall have power (i) to make alterations in, additions to or substitutions for the original scope of work as defined in the contract, that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or due to any other reason (save except Clause-13), the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any change in the scope of work as defined in the contract, which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same terms and conditions in all respects, except for increase/decrease in the cost and additional time due to change of scope, to be determined based on the sub-clauses hereunder :

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12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows : (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.	12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows : (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.
12.2 Extra and substituted items (i) In case of any change in approved drawings given by the Department and forming part of the Contract, if there are any deviation in the items the contractor may within fifteen days of receipt of order from Engineer in Charge claim the rates, supported by proper analysis for the items the Engineer-in-Charge shall within prescribed time limit of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates of both of extra items or original and substituted items as the case may be (as per invoice, vouchers from the manufacturers or suppliers submitted by the agency and duly verified by Engineer in Charge or his representative and the contractor shall be paid in accordance with the	12.2 Payment of deviations/variations beyond 0.25% of the accepted tendered amount.

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rates so determined.

The prescribed time limit for finalizing rates for Extra Item(s), Substitute Item(s) and Deviated Quantities of contract items is within 45 days after submission of proposal by the contractor without observation of the Engineer-in-Charge.

(ii) In case there is change/modification in drawings given by the contractor after the approval by the Engineer -in- Charge due to functional or site requirements the contractor shall carry out the changes including extra items, substitute items, deviations as per direction of Engineer in Charge for which nothing extra shall be payable to the contractor on account of same, provided the additional cost of such work is up to 1 % (one percent) of the accepted tendered amount and worked out on market rate basis for the variation costing above 1 % (one percent), payment shall be made to the contractor as per method given in (i) above

In case there is any change in scope as defined in the contract, the contractor shall carry out the changes as per direction of Engineer in Charge and nothing extra shall be payable to the contractor on account of same if the additional cost of such work is up to 0.25% (zero point two five percent) of the accepted tendered amount and worked out as per sub-clause 12.3 below. Variations/deviations upto 0.25% (zero point two five percent) of the accepted tendered amount shall be deducted from overall variations/deviations for making payment.

No Provision

12.3 DETERMINATION OF RATES

In the event, there is any deviations/variations in work as defined in the contract, the contractor shall submit the complete proposal to Engineer-in-charge within 15 days duly supported with :-

- a. Analysis of rates for items involved, along with relevant documents, rates of materials, tools/plants and labour, etc.
- b. The impact, if any, which the deviations/variations is likely to have on the project completion schedule,

On receipt of such proposal, either individually or covering group of items, the Engineer-in-charge shall examine the proposal regarding its admissibility and finalize the proposal/rates within 45 days after receipt of

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proposal with all requisite details and documents from the contractors, after giving due consideration to the proposal, analysis and rates of materials and labours, etc.

12.3.1 The increase/decrease in the rates due to deviations/variations shall be decided based on the following criteria:-

(i) Pricing of deviations

- (a) If the item of work as stipulated in the schedule of quantity/scope of work deviates on plus side, then the rate for the deviated quantity shall be paid at the agreement rate upto the deviation limit as specified in schedule "F" with the same terms & conditions of the contract. Beyond deviation limit as specified in the schedule "F", rate shall be payable on market rates to be determined based on the relevant documents and prevailing market rates, as per Para (ii) below
- (b) If the item of work as stipulated in the schedule of quantity/scope of work deviates on minus side, then the amount for such deviated quantity shall be deducted proportionately at the agreement rate.

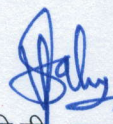
(ii) Pricing of variations

If there are changes in the quantity/specifications/ alterations/ substitutions/ additions, etc. in the items, other than mentioned in para-(i) above, the rates shall be determined based on detailed analysis of rates with original stipulated scope of items & newly proposed/ provided items. The difference of rates so determined shall be payable to/recoverable from the contractor. The rates for both the components i.e. materials & labour shall be based on prevailing market rates. The rate finalized by the Engineer-in-Charge shall be final and binding.

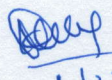
12.3.2 In case of either non-submission of timely proposal or incomplete proposal by the contractor for deviations/variations, the Engineer-in-Charge shall give final opportunity to the Contractor to submit the complete proposal for change of cost within next 15 days. In case of non-submission or further incomplete submission by the contractor within the stated period, the Engineer-in-Charge shall initiate the proposal and decide

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	the change of cost. In such case the proposal finalized by the Engineer-in-Charge shall be final and binding on the contractor.
	12.4 Restrictions on Deviations/Variations i. Work(s) due to deviations/variations shall be executed only after getting the instructions of Engineer-in-charge, save except to meet any work of emergent nature. ii. Notwithstanding anything to the contrary in this clause 12, any change arising from default of the contractor in the performance of his obligations under this agreement shall not be deemed to be deviations/variations, and shall not result in any adjustment of the contract price or the project completion schedule.


 (वी.पी. साहू)
 अधीक्षण अभियंता(सी. एंड एम.)

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केलोनवि तथा लोनवि दिल्ली के सभी अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु।(केलोनवि वेबसाईट के माध्यम से)