



भारतीय राष्ट्रीय विज्ञान अकादमी

बहादुर शाह ज़फर मार्ग, नई दिल्ली - 110 002

<https://insaindia.res.in>

निविदा आमंत्रण सूचना (एनआईटी)

सीपीडब्ल्यूडी, सरकारी / अर्ध सरकारी संगठनों के सिविल कार्य करने का अनुभव रखने वाले उचित श्रेणी के सुप्रसिद्ध ठेकेदारों से निम्नलिखित कार्य के लिए मुहरबंद निविदाएँ आमंत्रित की जाती हैं। इस कार्य के लिए आवेदन करने वाले ठेकेदार के पास पिछले 5 वर्षों में कम से कम 12,93,358.00 रुपये या इससे अधिक की लागत का एक कार्य अथवा 6,46,679.00 रुपये प्रत्येक की लागत के दो कार्य जैसे कि निर्माण कार्य, रोड कार्य, इंटीरियर कार्य, एक्सटीरियर कार्य, वाटर प्रूफिंग वर्क इत्यादि सिविल कार्य को केंद्र एवं राज्य सरकार के सरकारी/अर्ध सरकारी/स्वायत्त निकाय/ वैधानिक संगठनों अथवा सार्वजनिक क्षेत्रों के उपक्रमों (PSU) में निष्पादित करने का अनुभव होना चाहिए।

कार्य का नाम	कार्य की अनुमानित लागत	ईएमडी	निविदा दस्तावेज डाउनलोड करने की तारीख	कार्य का पूरा होने का समय
अकादमी के परिसर में फायर पंप कक्ष की छत पर कॉलम और बीम की विशेष मरम्मत और यूटिलिटी भवन की छत के वाटर प्रूफिंग का कार्य।	12,93,358.00 रुपये (जीएसटी सहित और डीएसआर 2021 के अनुसार)	देय नहीं है।	14.03.2022 से अपराह्न 17:00 बजे	कार्य शुरू होने की वास्तविक तारीख से 60 दिन।

निबंधन और शर्तों सहित निविदा दस्तावेज सीपीपी पोर्टल <https://eprocure.gov.in> और इन्सा वेबसाइट से डाउनलोड किया जा सकता है। विधिवत् भरे हुए निविदा दस्तावेजों को जमा करने की अंतिम तिथि 24.03.2022 को 17:00 बजे तक है। निविदाएँ दिनांक 25 मार्च, 2022 को 11:00 बजे इन्सा में सक्षम प्राधिकारी द्वारा नियुक्त एक स्थायी समिति द्वारा खोली जाएगी। अकादमी बिना कोई कारण बताए किसी एक अथवा सभी निविदाओं को स्वीकार और रद्द करने का अधिकार अपने पास सुरक्षित रखती है।

उप कार्यकारी निदेशक-॥ (वित्त एवम् प्रशासन)



INDIAN NATIONAL SCIENCE ACADEMY

Bahadur Shah Zafar Marg, New Delhi-110 002

<https://insaindia.res.in>

NOTICE INVITING TENDER (NIT)

Sealed tenders are invited for the following work from the reputed firms/contractors of appropriate class with experience of executing the civil works of CPWD, Govt./Semi. Govt. organizations. The contractor who is applying for this work, should have experience of executing civil works such as construction work, road work, interior work, exterior works, water proofing work etc. for Govt./Semi. Govt./ Autonomous Bodies/ Statutory Organization or Public Sector Undertakings (PSUs) of Central or State Govt. of value of Rs. 12,93,358.00 or above in single work or two works of Rs 6,46,679.00 or above each in last 5 years.

Name of work	Estimated cost of work	EMD	Date of download of tender document	Completion time of work
Special repair of columns & beams at roof of fire pump room and water proofing work of roof of Utility building within campus of the Academy.	Rs. 12,93,358.00 (inclusive of GST and as per DSR 2021)	Not payable	14.03.2022 from 17:00 Hrs	60 Days from the actual date of start of work.

The tender documents with terms and conditions can be downloaded from CPP portal <https://eprocure.gov.in> and INSA website. The last date for submission of the duly filled up tender documents is 24.03.2022 till 17:00 Hrs. The tenders shall be opened by a standing committee already constituted by the competent authority on 25th March, 2022 at 11:00 Hrs at INSA. The Academy reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

Deputy Executive Director-II (F&A)



INDIAN NATIONAL SCIENCE ACADEMY

Bahadur Shah Zafar Marg, New Delhi - 110002

Tel: 91-11- 23 221931 - 23221950 (EPABX), Fax: 91-11- 23235648, 23231095

E-mail: estate@insa.nic.in; Website: <https://insaindia.res.in>

TENDER NO. : INSA/ESTATE/CIVIL/2022/

TENDER DOWNLOADED BY :

TENDER DOCUMENT

NAME OF WORK: SPECIAL REPAIR OF COLUMNS & BEAMS AT ROOF OF FIRE PUMP ROOM AND WATER PROOFING WORK OF ROOF OF UTILITY BUILDING WITHIN CAMPUS OF THE ACADEMY AT BAHADUR SHAH ZAFAR MARG, NEW DELHI - 110 002

DATE & TIME OF TENDER AVAILABLE ON CPP PORTAL and INSA WEBSITE : 14.03.2022 at 17:00 Hrs.

LAST DATE & TIME FOR SUBMISSION OF TENDER AT INSA : 24.03.2022 (till 17:00 Hrs.)

DATE & TIME OF OPENING OF TENDER : 25.03.2022 at 11:00 Hrs.



INDIAN NATIONAL SCIENCE ACADEMY
Bahadur Shah Zafar Marg, New Delhi - 110002

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INDIAN NATIONAL SCIENCE ACADEMY

Bahadur Shah Zafar Marg, New Delhi - 110002

Notice Inviting Tender (NIT)

1. Sealed tenders are hereby invited for the work of Special repair of columns & beams at roof of fire pump room and water proofing work of roof of Utility building within Campus of the Academy. From eligible, registered, reputed, financially sound and experienced contractors/companies/firms/agencies/co-operative societies under Two Bid System.
2. The contractor who is applying for this work, should be registered with State/Central Govt. departments such as state PWD/CPWD/MTNL/MES/DDA/BSNL etc. with valid registration number and satisfactory completed at least one work costing not less than Rs. 12,93,358.00 or more in single work or two works of Rs. 6,46,679.00 each in last 5 years.
3. The estimated cost of work is Rs. 12,93,358.00 (Rupees Twelve Lakh Ninety Three Thousand Three Hundred Fifty Eight only) and the estimate is based on DSR-2021 this includes items rates, contingencies @ 1% and GST as applicable.
4. The completion time of work in all respect will be 60 days from the actual date of start of work which shall be reckoned from the 7th day from the date of issue of award letter. The complete tender documents to be compiled with by the contractor and same can be downloaded from CPP portal and INSA website: <https://insaindia.res.in>.
5. Tender should be on the specified form which can be downloaded from CPP portal and INSA website: <https://insaindia.res.in>.
6. The tender documents can be downloaded from 14.03.2022 at 17:00 Hrs. The last date for submission of the duly filled up tender documents is 24.03.2022 till 17:00 Hrs. The tenders shall be opened by a standing committee appointed by the competent authority on 25.03.2022 at 11:00 Hrs. The Academy reserves the right to accept or reject any or all the tenders without assigning any reason thereof.
7. The interested bidders are not required to pay the EMD. However, they have to submit the bid security declaration duly filled, signed and stamped along with their tender.
8. INSA does not bind itself to accept the lowest tender amongst the tender received and reserves the right to accept the lowest tender amongst the tenders and the tenderer shall be bound to perform the same at the rates quoted.
9. Canvassing in connection with the tender is prohibited and the tender submitted by the tenderer who resort to canvassing is liable for rejection.

10. The tenderer shall not be permitted to tender for the work in the Academy in case his relative is posted in the grade of Section Officer and above. He shall intimate the names of persons who are working with him in any capacity or subsequently employed by him and are relatives as mentioned above.

NOTE: A person shall be deemed to be a relative of another if and only 'if'.

- a) They are members of a Hindu Undivided family
OR
 - b) They are husband and wife
OR
 - c) The one is related to the other in the following manner:
Father, Mother (including step mother), Son (including step son), Son's wife
daughter (including step daughter), Father's father, Son's son, Son's Son's wife,
Daughter's daughter, Daughter's Daughter's husband, Daughter's son, Daughter's
son's wife, Daughter's husband, Daughter's brother including (step brothers),
Brothers' wife, sister (including step-sister), Sister's husband.
11. Tenders submitted shall remain valid for 90 days from the date of opening for the purpose of acceptance and award of work, validity beyond 90 days from the date of opening shall be extended by mutual consent, if required.
 12. The tenderer shall quote rates both in figures and words. On checking if there are differences between the rates quoted by the tenderer in words and in figures or in the amounts worked out by them the following procedure shall be followed.
 - a) When there is a difference between the rates in figures and in words, the rates which correspond to the amount worked out by the tenderer shall be taken as correct.
 - b) When the tenderer does not work out the amount of an item or it does not correspond with the rates written either in figure or in words, the rate quoted by the tenderer shall be taken as correct.
 - c) When the rates quoted by the tenderer in figures and in words tallies but the amount is not worked out correctly the rates quoted by the tenderer shall be taken as correct and not the amount.
 13. The tenderer, in case of doubt, should obtain required particulars / clarifications which may in any way influence his tender from the Assistant Executive Director-II (Estate), INSA. The Academy will not entertain any claim for any alleged ignorance on the part of the tenderer later on.
 14. Before tendering, the tenderer shall physically inspect the site to fully acquaint himself with regard to accessibility of site, nature and working conditions within the Campus where the work is to be taken up and also the movement of labour since the work has to be executed during the working hours of the Academy. No claim whatsoever on such account will be entertained by the employer in any circumstances.

15. Except writing rates and amounts in the tender the tenderer should not write any condition or make any change, addition, alterations, overwriting and modifications in the printed form of tender documents. The tenderers who are desirous to offer rebate/ discount if any, the same should be brought out separately in the covering letter submitted along with the tender.

16. Some of the provisions of the conditions of the contract are given below, Interpretations, however, shall be as given in the General conditions of the contract.

a) DEFECTS LIABILITY PERIOD:

The defect liability period for water proofing work on roof surface shall be 10 years and for other remaining works the defect liability period shall be of 12 month from the date of actual completion as certified by the Employer.

b) MINIMUM VALUE OF INTERIM CERTIFICATE FOR PAYMENT:

The minimum value of interim certificate for payment shall be Rs. 2.00 lakhs (Rupees Two Lakhs only). The minimum value of interim certificate for a lesser amount can be admitted at the discretion of the Engineer-in-charge.

c) SECURITY DEPOSIT:

The security deposit shall be 3% of the total value of work awarded.

d) COMPENSATION:

In case the contractor fails to complete the work in all respects and hand over the same after the date of completion as given in the tender documents without having valid reasons for grant of extension of time by the Employer. In case, any restriction is imposed by Central Govt./Govt. of NCT of Delhi for the works related to construction or restriction of work due to COVID-19 or any other reason, the extension shall be given accordingly for the number of days for which the restriction is imposed.

The contractor shall pay 1% per delayed week as penalty for the balance work which remains incomplete/ unfinished after the date of completion of work.

The penalty imposed shall not exceed 10% of total tendered amount of work quoted by the contractor.

17. PERFORMANCE GUARANTEE:

The contractor whose tender is accepted will be required to furnish **Performance Guarantee (PG) of 3% (Three percent) of the tendered amount within 15 days from the date of award of work.** This guarantee shall be in the form of Demand draft, Bankers cheques issued by any scheduled bank in favour of INDIAN NATIONAL SCIENCE ACADEMY payable at New Delhi or any online payment mode such as RTGS/ECS/NEFT etc.

18. **STORES TO BE ISSUED:**

No material will be issued by the Academy, the contractor has to arrange all materials required at site for proper completion of work. The water and electricity required for the work for which a recovery has to be made from the bill of the contractor. The **water charges will be recovered @ 1% of total value of work done**. The recovery for consumption of electricity charges will be charges from the contractor on actual consumption basis for which the contractor will provide Electric Meter and get it installed at work site before power supply is given.

19. As per the **clause-30** of the conditions of the contract for works, i.e. Escalation will not be applicable in the contract.

20. In case the tenderer quotes two different rates for similar item of work to be executed at two different locations, the contractor will be paid at lower rate out of two different rates quoted by him.

21. **LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH THE TENDER**

Envelope of Technical Bid:

- Document connected to the company registration.
- Copy of pan card
- Copy of GST Registration
- Bid Security Declaration Certificate
- Copy of ESIC Registration
- Document connected to the work experience
- Power of Attorney, if applicable

Envelope of Price Bid:

- Price Bid

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INDIAN NATIONAL SCIENCE ACADEMY

Bahadur Shah Zafar Marg, New Delhi - 110002

GENERAL RULES & DIRECTIONS

1. In the event of tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of absence of any partner, it might 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-1932.
2. Receipts for payment 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 effectual receipts for the firm.
3. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake such item, of the work. Tenders who propose any alteration in the work specified in the said form invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates will be summarily rejected. Tender shall have the name and number of the works to which they refer, written on the envelopes.
4. The tenderers shall sign a declaration under the official Secrets Act 1923, for maintaining secrecy of the tender document drawings or other records connected with the work given to them.
5. In the case of item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage before / above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise provided be taken a correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor will unless otherwise proved be taken a correct and not the amount. In the event no rate has been quoted for any item(s), leaving space both in figure(s), word (s) and amount blank, it will be presumed that the contractor has included the cost of this/ these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
6. In the case of any tender where unit rate of any item/ items 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.

7. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given, special care should be 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 words. In case of figures, the work 'Rs' should be written before the figure 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 and followed by the word 'only' it should invariably upto 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.
8. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Officer-in-charge shall be communicated in writing to the Officer-in-charge.
9. All taxes such as GST and Octroi on materials, machinery, T&P and labour or any other item/service in respect of this contract shall be payable by the contractor and the Academy will not entertain any claim whatsoever in respect of the same. However, the Academy will not pay the GST on total value of work done actually at site as per BOQ or any extra item executed at site.
10. The tender for the work shall not be witnessed by a contractor who himself/ themselves has/ have tendered or who may and has / have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

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INDIAN NATIONAL SCIENCE ACADEMY
Bahadur Shah Zafar Marg, New Delhi - 110002

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT MADE AT _____ this _____ Day of _____ BETWEEN INDINA NATIONAL SCIENCE ACADEMY, NEW DELHI (hereinafter referred to as the Employer, which expression shall include its successors and assignees and authorized officers of the Academy) of the one part and _____ trading in the name and style of _____ (hereinafter referred to the contractor (s) which expression shall include his/their respective heirs, executors, administrators and permitted assignees) of the other part.

WHEREAS the Employer (INSA) is desirous of getting the work of : Special repair of columns & beams at roof of fire pump room and water proofing work of roof of Utility building within Campus of the Academy. And has caused schedule of Quantities and Specifications describing the work to be executed.

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

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

In consideration of the payments to be made to them as hereinafter provided the Contractor shall upon and subject to the conditions hereafter contained execute and complete, the work at the provided for and in accordance in all respect as per specifications, and instructions in writing. Time for carrying out the work will be 60 Days from the actual date of commencement of work and the date of commencement to be reckoned form the 7th day of the date of issue of award letter.

The INSA shall pay to the Contractor (s) such sum as shall become payable hereunder at the times and in the manner specified in the said conditions.

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

- Notice Inviting Tender (NIT) Page No. 1 to 4
- General Rules & Directions Page No. 5 to 6
- Article of Agreements Page No. 7 to 8
- Special Notes to Tenders Page No. 9 to 10
- General Conditions of Contract Page No. 11 to 26
- Special Conditions of Contract Page No. 27
- Additional Conditions Page No. 28
- Additional Conditions (Civil Works) Page No. 29 to 31
- List of Approved makes Page No. 32
- Additional Specifications (Civil Works) Page No. 33 to 34
- Indenture of Secured Advance Page No. 35 to 37

Contractor's Identification Data Page No. 38

Contractor's Previous Experience Data Page No. 39 to 43

Bid Security Declaration Page No. 44

Financial Bid Page No. 45

Bill of Quantity Page No. 46 to 49

Original tender document along with the covering letter of the firm stated page no. _____

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

Signed by for and on behalf of INSA (Employer) _____

In the presence of

1. _____

2. _____

Signed by the said contractor M/s _____

In the presence of

1. _____

2. _____



INDIAN NATIONAL SCIENCE ACADEMY

SPECIAL NOTES TO TENDERERS

1. The work under this tender shall be executed strictly in accordance with constructional and material requirements defined under these specifications and latest C.P.W.D. specifications. The contractor shall carefully acquaint himself with these specifications to determine his contractual obligations for the work. The conditions of these specifications will be binding on the contractor and no deviation shall be permissible unless specifically approved by the Engineer-in-Charge in writing. In case of any doubt/ambiguity, CPWD specifications shall prevail. In absence of any detailed specifications in CPWD or these specifications or these specifications, latest Indian Standard Specifications are silent, the manufacturer's specifications and code of practice shall become applicable. Whatever the codes and specifications are silent, the Manufacturer's specification shall prevail and then the same shall be governed by sound engineering practice and the decision of the Engineer-in-charge in matters of interpretation etc., shall be final & binding on the contractor.
2. While quoting rates for each item of work, the contractor shall include for the following irrespective whether it has been mentioned or not in the description of the time without any extra claim/payment. The specifications, which are not included in the technical specification mentioned earlier, shall be as per CPWD/ISI specifications.
3. As soon as the work is completed in all respect, the contractor should remove all surplus material debris waste materials etc., and clear the area.
4. Any sub-standard materials used during execution will be rejected and has to be replaced by the contractor at his own cost. The rejected material shall be removed immediately.
5. The contractor shall engage one competent and qualified Engineer at Site, who shall take the instruction from the Site Engineer and supervise the work. The work should not suffer due to lack of supervision (from the site).
6. The contractor is required to coordinate his work along with other agencies working at site. He has to reimburse any of the damage made by him or any of these representatives for any of the other agency or Engineer-in-charge at site.
7. Unless otherwise provided specifically in the description of various items of the work, the rates tendered by the contractor shall be for complete items of work covering all materials labour, carriage, royalties, fee, rents, sales-tax, octroi, wastage, tool plant, equipment, transport temporary constructions, overhead charges and profits as well as general liabilities, obligations and risks arising out of the conditions of contract and carrying the work in part (s) or under/across/along pipes, cables drains etc., complete and shall apply to all heights, depths, leads and lifts. No extra charges whatsoever consequent on any misunderstanding or otherwise shall be allowed.

8. Any damage cause to the existing work including finished work by the Contractor while executing the work shall be got done by the contractor at this own cost.
9. The dimensions in drawing and specification will be verified at site before execution of any item and can vary by 5% during approval stage.
10. The safe custody and up-keep till handling over, is the sole responsibility of the contractor. The contractor shall employ sufficient supervisory personnel and watchmen to ensure that the different items fabricated, supplied by him are kept in fine condition till they are handed over satisfactory.
11. All materials, articles and workmanship shall be the respective kind for the class of work described in the drawings and specifications. All materials, so used in the different items of work shall be subject to the "BEST" used in the specifications shall mean that in the opinion of the Civil Engineer, INSA, there is no superior quality of finished material or article in the market available in the nature of the particular item described in the schedule of quantities. Civil Engineer, INSA shall have the power to make the contractor purchase and use such materials of particular make or from a particular source as may, in his opinion, be necessary for proper or reasonable compliance with specifications and description of the different items of work.
12. The Contractor shall keep the site of works neat and clean during the execution of the work. Any debris found at or near the site of work shall be got removed immediately as and when so required by the Engineer-in-charge.
13. The Contractor shall have complete coordination with other agencies, employed by INSA shall ensure that the works of other agencies are not hampered in any way during the drastic the contact.
14. One completion of the work, the site of work shall be thoroughly cleaned and all debris removed before the work is handed over satisfactorily.
15. The contractor shall provide all materials and/or fittings and perform any work which obviously necessary to complete the works or which is generally provided in accordance with "Good accepted trade practice" even though such material of work may not be explicitly mentioned in the specification or shown in the drawing.
16. Contractor shall carry out different tests of materials of work as directed by Civil Engineer, INSA at his own cost in approved laboratories. All such test shall be carried out under supervision/direction of Civil Engineer, INSA.

GENERAL CONDITIONS OF CONTRACT

1. INTERPRETATION:

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

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

EMPLOYER: Shall mean President, Indian National Science Academy (INSA), New Delhi or any officer authorized by President for the purpose.

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

SITE : Shall mean the Site of the contract works including any buildings and erections thereon on any other land adjoining there to (inclusive) as aforesaid allotted by the INSA or the employer for the contractor's use.

CONTRACT VALUE: Shall mean the cost of work on which the tender has been accepted and the contract executed. Words imputing persons include firms and corporations: words imputing the singular only also include the plural and vice versa where the context so required. The headings are given to the clauses for convenience and they will not limit the meaning or scope of the clause in any way.

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

2. DRAWINGS & SPECIFICATIONS:

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

3. **CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:**

- (a) The contractor shall provide at his own cost all materials (except such materials, if any as may in accordance with the contract be supplied by the contractor, plants, tools, appliances, implements, ladders, scaffolding, temporary works etc. requisite or 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 which may be necessary for the purpose of satisfying or complying to the requirements of employer, as to any manner as to which under these conditions he is entitled to be satisfied together with carriage therefore to and for the work. The contractor shall also supply without charge the requisite number of persons with means and materials necessary for the purpose of setting out works and counting weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing the Employer at the expense of the contractor may provide the same and the expenses may be deducted from any money due to the contractor under the contract and/or from the Security Deposit.
- (b) The contractor shall provide himself with requisite quantity and quality of water for carrying out the works at his own cost. If, however, piped water is supplied by the Employer the contractor shall pay for the water at 1% of the total cost of the work done except on Electrical work, Air-conditioning work and Furniture work. The contractor shall make his own arrangement for water connection and laying of further pipe lines from the source of supply of the Employer. It should be clearly understood that the Employer does not guarantee to maintain un-interrupted supply of water and it will be incumbent on the part of the contractor to make alternative arrangement for water at his own cost in the event of any temporary break-down in the water main so that the progress of work is not held up for want of water. No claim as damages or refund of water charges will be entertained on account of such breakdowns. However, if the contractor is permitted to make his own arrangement to draw water from a well / hand-pump or natural river or pond of the Employer no charge will be made for the water drawn from the same, but the contractor will make good for any damage done and ensure that the quality of water used in the work is conforming to BIS codes and provide necessary treatment at his own cost.
- (c) The Employer on no account shall be responsible for the expenses incurred by the contractor for hired ground of water obtained from elsewhere.
- (d) Subject to availability of Employer may supply power at only one point from where the contractor shall make his own arrangement for distribution including provision of electric materials, switches, fuses etc. at his own cost. These shall be in the custody of the Employer. If there is any hindrance caused in other works the contractor shall reroute or remove such temporary lines without any extra cost. Such temporary lines shall be removed after the completion of work. The cost of power consumed by the contractor shall be payable to the employer at rates fixed by the Employer or as per the sub-meter fixed by the contractor, which would be deducted from the running amount bills. However, the Employer does not guarantee the supply of power and no compensation for any failure or short supply of power shall be entertained.

4. **AUTHORITIES, NOTICES & PATIENTS:**

The contractor shall give all notices required by the said regulations or bye laws to be given to any Authority or to any Public office all fees that may be chargeable in respect of the works and charge the amount with the bill to the Employer for reimbursement.

5. **RATES TO INCLUDE ALL TAXES:**

- (a) Rates quoted by the contractor shall include all taxes, duties, octroi, toll-tax, royalties and all other taxes except GST in respect of this contract and the employer shall not entertain any claim whatsoever in this respect. Tendered rates inclusive of all taxes and levies payable under the respective statutes. However, pursuant to the Constitution (46th Amendment) Act 1982, if any further tax or levy is imposed by Statues, after the date of receipt of tenders and the contractor thereupon necessarily and properly pays such taxes/levies the contractor shall be reimbursed the amount as per the rules on producing proof of payment so made provided such payments, if any, is not in the opinion of the employer (whose decision shall be final and binding) attributable to delay in executing of work within the control of the contractor.
- (b) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the employer and further shall furnish such other information and documents as the employer may require.
- (c) The contractor shall within a period of thirty (30) days of imposition of any further tax or levy pursuant to the Constitution (Forty-sixth-Amendment) Act 1982, give a written notice thereof to the employer that the same is given pursuant to this condition together with all necessary information relating thereto.

6. **MATERIALS:**

- (a) No material will be issued by the Employer: Contractor has to arrange all materials including cement if required for proper completion of work.
- (b) After proper completion of the work or on determination/termination of the contract, the theoretical quantity of cement to be used in work shall be calculated on the basis of statement showing quality of cement to be used in different items of work provided in current schedule for the purpose printed by the CPWD. In case any item is executed for which the standard constants for the consumption of cement are not available in the above mentioned statement or cannot be derived from this statement, the same shall be calculated on the basis of standard formula to be laid down by the employer. Over this theoretical quantity of cement variation @ 2% shall be allowed.

7. **TESTING OF MATERIALS:**

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

8. **CONTRACTOR'S ENGINEERS / FOREMAN & WORKMEN:**

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

9. **ACCESS:**

- (a) The Employer or its representative, Engineer-in-charge and his staff shall at all reasonable time have free access to the works at site or other places the materials are being prepared or constructed for the contract and also to any place where the materials are lying or from which they are being obtained and the contractor shall give every facility to them for inspection. Except the representative of statutory authorities and those mentioned above no other person shall be allowed on the works at any time without the permission of the employer. The material brought to site from time to time for use in the work by the contractor should be got entered in the register kept at the gate.
- (b) If any work is to be done at a place other than the site of works, contractor shall obtain written permission of the employer.

10. **VARIATION & PRICE FOR VARIATION:**

- (a) The Employer shall have power to make any alterations/omissions/additions and / or substitutions from the original specifications, drawings, designs and written instructions and such alterations, omissions, additions, substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The rates for such altered additional or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order.
- (b) If the rates for the altered, additional or substituted work are specified in the contract for the work the contractor is bound to carry out the altered additional or substituted work at the same rate as specified in the contract for the work.
- (c) If the rates for the altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work on CPWD schedule.
- (d) If the rate for the after, additional or substituted work cannot be determined in the manner specified in sub-clause (b) & (c) above, then the contractor shall within 10 working days from the date of receipt of the order to carry out the work through notice in writing inform the Employer of the rate which it is his intention to charge

for such class of work supported by analysis of the rate claimed which shall be based on actual cost of work plus 15% as contractors profit and over-heads. When such notice has been the Employer may agree to such a rate but if the Employer does not agree to the contractors rate the Employer may cancel his order to carry out such class of work and arrange to carry out in such a manner as he may consider advisable.

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

11. FAULTY MATERIALS WORKMANSHIP & DEFECTS AFTER COMPLETION:

- (a) The Employer shall have powers to remove from the site of all materials and work which in the opinion are not in accordance with specifications and in case of default, the Employer shall be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials to be substituted thereof and in case of default the employer may cause the same to be supplied and all costs which may attend such removal and or substitution are to be borne by the contractor.
- (b) If, it shall appear to the Employer that any work has been executed with unsound, imperfect, or unskilful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for otherwise not in accordance with the contract any defects, shrinkage or other faults (Beam & Column) And other MISC Repairs etc. which may appear within the defects liability period of twelve (12) months and water proofing on roof surface the defects liability period of (10) year from the date of completion arising in the opinion of the employer, the contractor shall on demand in writing which shall be made within six-months of the completion of the work from the specifying the work materials, articles defects or other faults complained of notwithstanding that same may have been passed, certified and paid for forthwith readily remove and reconstruct the work so specified in whole or in part as the case may be and suitable materials bring at his own cost in case of any such failure the employer may reacted in the event of his own be it in case of any such failure the employer may rectify or resolve of re-execute the work or remove and replace with others the material or articles complained or as the case may be at the risk and cost of all respects of the contract.
- (c) In lieu of rectifying the work not done in accordance with the contract the employer may, allow such work to remain and in that case make allowance for the difference in value together with such further reduction as in his opinion may be reasonable.
- (d) Provides always that nothing in the clause shall relieve the contractor from his liability to execute the works in all respects in accordance with the terms and conditions of his contract or from his liability to make good all defects.

12. WORKS TO BE OPEN FOR INSPECTION:

- (a) All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Employer/Engineer-in-charge and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-charge on visit the works shall have been given to the contractor either himself be present to receive order and instruction or have a responsible agent duly accredited in writing present for the purpose.

- (b) The contractor shall give not less than seven days' notice in writing to the Engineer in-charge before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up and place beyond the reach of measurement without such notice having been given or the employer's consent obtained the same shall be uncovered at the contractors expenses or in default thereof no payment shall be made for such work of the materials with which the same was executed.

13. ASSIGNMENT FOR SUB LETTING:

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

14. INDEMNIFYING AGAINST DAMAGES TO PERSON, PROPERTY & STATUTES:

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

- (a) The contractor shall be responsible for all injury to persons, animals or thing and for all damage, whether such injury or damage arises from carelessness or accident in any way connected therewith. This cause shall be held to include inter alia any damage due to causes as aforesaid to work, building (whether immediately adjacent or otherwise) and to roads, streets, foot paths, bridge or ways as well as all damage caused to the buildings and works forming the subject of this contract by inclemency of weather. The contractor indemnifies the Employer and holds him harmless in respect of all expenses arising from such injury or damages as aforesaid and also in respect of any award of compensation or damage consequent upon such claim including legal costs.

- (b) The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contracted works complete and perfect in every respect and so as to make good and otherwise satisfy all claims for damage as aforesaid to the property of third parties.
- (c) The contractor also indemnifies the Employer against all claim which may be made upon the Employer of the contractor or any sub-contractors employed by him for any injury or loss of life, of such employees or for compensation payable under any law from the time being in force to any workmen or to the representative of any deceased or injured workman.
- (d) The contractor also indemnifies the Employer against all claim which may be made upon the Employer for acts during the currency of this contract by the central/State Government or local Municipal authorities for the non-compliance of any laws, regulations, rules pertaining to wages act, ESI act, safety act in force and any amendments thereof in respect of all labour and apprentices directly or indirectly employed in the work under this contract.
- (e) The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages compensation costs charges and / or expenses arising or accuracy from or in respect of any such claim and / or damages as aforesaid from any such or sums due or to become due to the contractor or security deposit.
- (f) The contractor shall indemnify the Employer against any action claim or proceedings relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract in the event of any claims made under or action brought against the Employer in respect of any such matters as aforesaid contractor shall be immediately notified thereof and the contractor shall be at liberty at his own expense to settle any dispute or to conduct any litigation that may arise there from. Provided that the contractor shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the said employer or his authorized representative.

15. LIEN IN RESPECT OF CLAIM IN OTHER CONTRACTS:

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

16. WITHHOLDING & LIEN IN RESPECT OF SUMS CLAIMED:

- (a) Whenever any claim or claims for payment of a sum of money out of or under the contract against the contractor the Employer shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security deposit if any deposited by the contractor and for the purpose aforesaid the Employer shall be entitled to without the security deposit, if any, furnished as 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 deposit has been taken from the contractor the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts of if no security deposit has been taken from the contractor, the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same or any other contract with the Employer or any contracting persons pending finalization or adjudication of any such claim.
- (b) It is an agreed term of the contract that the sum or money so withheld or retained under the lien referred above by the contractor will be kept withheld or retained as such by the Employer till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration-clause) or by the competent court as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor is a partnership firm or a limited company the Employer shall be entitled to withhold and also have a lien to retain forwards such claimed amount or amounts in whole or in part from any sum payable to any Partner/Limited company as the case may be whether in the individual capacity or otherwise.
- (c) The Employer shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed the contractor shall be liable to refund the amount of over-payment and it shall be lawful for the Employer to recover the same from him in the manner prescribed in sub-clause(a) of this cause or in any other manner legally permissible and if it is found that the contractor as paid less than what was due to him depend upon the contract in respect of any work executed by him under it the amount of such under-payment shall be duly paid by the Employer to the contractor, provided that the employer shall not be entitled to recover any sum overpaid nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the employer on the one hand and the contractor on the other hand, under any term of the contract permitting payment for work after assessment of the employer.

17. IN-CASE OF DEATH OF CONTRACTOR:

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

18. SUB-CONTRACTOR:

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

19. COMPLIANCE TO LABOUR LAWS & APRENTICE ACT:

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

20 COMPENSATION FOR DELAY:

(a) The time for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be deemed to be the essence of the contract on the part of the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and the contractor shall pay as compensation an amount equal to one percent (1%) or such smaller amount as the Employer (whose decision in writing shall be final) may decide on the amount of the whole work as shown in the agreement for every week that the work remains incomplete or unfinished after the proper dates.

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

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

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

the employer, such payment being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for the compensation shall be assessed by the employer. The contractor shall be paid for the damage/ destruction suffered and for restoring the material at the rates based on the analysis of rates tendered for in accordance with the provision of this agreement. The certificate of the employer regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on the contractor.

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

22. EXTENSION OF TIME:

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

23. SUSPENSION OF WORK BY THE CONTRACTOR:

- (a) The Employer may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damages in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice absolutely determine the contract in any of the following cases.
 - (i) If the contractor having been given by the Employer a notice to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workman-like manner shall omit to comply with the requirements such notice for a period of seven-days thereafter or if the contractor shall delay or suspend the execution of the work so that in the judgment of the Employer (which shall be final and binding) he will be unable to ensure completion of the work by the date for completion or he has already failed to complete the work by that date.

- (ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court of creditor to appoint a receiver or a manager or which entitle the court to make winding up order.
- (iii) If the contractor commits breach of any of the terms and conditions of this contract or if the contractor commits any acts mentioned in clause 13 thereof.
- (b) When the contractor has made himself liable for action under any of the cases aforesaid the Employer shall have the following powers:
 - (i) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Employer shall be conclusive evidence). Upon such determination or rescission the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.
 - (ii) The Employer may employ labour paid by the Employer and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Employer shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Employer as to the value of the work done shall be final and conclusive against the contractor, provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor, provided also that if the expenses incurred by the Employer are less than the amount payable to the contractor at the agreement rates, the difference should not be paid to the contractor.
 - (iii) After giving notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which exceed, (The certificate in writing of the Engineer shall be final and conclusive) shall borne and paid by the original contractor and may be deducted from any money due to him by the Employer under this contract or any other account whatsoever or from his security deposit.
 - (iv) In the event any one or more of the above courses being adopted by the Employer the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under the contract unless and until the Employer has certified in writing the

performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

24. SECURED ADVANCE:

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

25. CERTIFICATES & PAYMENTS:

- (a) No payments shall be made for a work estimated to cost Rs. 10-Thousand or less still the whole of the work shall have been completed and certificate of completion given. But in the case of a work estimated to cost more than Rs.10-thousand, the contractor shall, on submitting the bill be entitled to receive a monthly payment proportionate to the part of the work executed, and to the satisfaction of the employer, whose certificate of the sum so payable shall be final and conclusive against the contractor, provided the amount of work done is as per the value of intermediate certificate or for a lesser amount at the discretion of the Engineer-in-charge as mentioned in the NIT. All such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed, or rejected or be considered as an admission of the due performance of the contract, of any part thereof in any respect or the accruing of any claim nor shall it conclude, determine, or affect in any way the powers of the employer under these conditions or any of them as to the final settlement and adjustment of the accounts or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within two months of the date fixed for the completion of work or of the date of the certificate or completion furnished by the employer and payment shall be made within three-months if the value of the completed works is up to Rs. 2 lakhs and in six months, if the same exceeds Rs. 2 lakhs of the submission of such bill, if there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three-months or six-months as the case may be.
- (b) Whenever there is likely to be delay in recording detailed measurements for making a running payment, advance payment without detailed measurements for work done worked out at 75% of the tendered rates for assessed quantities may be made in running account bill by the Employer. The advance payments so allowed shall be adjusted in the subsequent running bills by taking detailed

measurements thereof. Final payments shall be made only on the basis of detailed measurements.

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

26. SECURITY DEPOSIT:

- (a) The contractor shall permit the Employer at the time of making any payment to him for the work done and measured to deduct sum at the rate of 10% or as applicable of the gross value of work done in each running Bill along with the Earnest Money if any, as already deposited by the contractor will amount to 5 lakh unless full amount or security deposit in cash or in the form of fixed deposit receipts lodged in favour of the Employer has been deposited.
- (b) In case a fixed deposit receipt of any scheduled bank is furnished by the contractor to the Employer as against the security deposit and the bank goes into liquidation or for any reason is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall under the contractor and the contractor shall forthwith on demand furnish additional security to the Employer to make good the deficit of such sum from the running bill as mentioned above said conditions will be held by the Employer by way of security deposit provided that the Employer for this purpose shall be entitled to recover the said percentage of the amount from each running bill till balance of the amount of security deposit is realized. All compensation or the other sums of money payable by the contractor under the terms of this contract may be deducted from 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 the Employer on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions

aforesaid, the contractor shall within ten-days make good in cash or further fixed deposit receipt pledged in favour of the Employer. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the earnest money if deposited at the time of tenders will be treated as part of the security deposit.

- (c) The contractor if he so desires may furnish fixed deposit receipt in advance towards the security deposit. Such fixed deposit receipt shall be of minimum value of Rs. 12,934.00/- each (the last such fixed deposit would be of a lower value on the basis of the amount) in case any recovery is affected from running account bills, such recovered amount shall not be replaced with fixed deposit receipt. It is in the contractor's interest to keep a watch about the adequacy of the fixed deposit receipt submitted.
- (d) No partial refund of security deposit shall be made during the defect liability period in case the final bill is not settled within stipulated period for reasons beyond control and in case the Employer is satisfied that the security deposit is not required for adjustment on any other account related to this work or whatsoever dues either in this or any other contract then this security deposit either in full or in part could be refunded at the sole discretion of the Employer.
- (e) In case of termination of contract this security deposit shall be forfeited and amount necessary to make up this amount shall be recovered from money due to the contractor under this contract or any other contract with the Employer.

27. WATER SUPPLY:

Water shall be supplied to the contractor by the employer for which water charges @ (1%) shall be recovered on gross amount of work done. The contractor shall make his own arrangements for water connection and laying of pipe lines from existing main source of water supply. The Employer does not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor to make at his own cost in the event of any temporary breakdown in the WATER MAIN so that the progress of work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such breakdown, if so required, water required by other agency shall be provided by the contractor on a reasonable terms to be settled by him with other agency.

28. POWER SUPPLY:

Power shall be supplied to the contractor by the Employer at one point at site. The contractor shall be responsible including all liaison work from authority for installing a sub-meter and shall make his own arrangement for connection and laying of cables from existing main source of supply. Power charges shall be recovered from the contractor as per the actual consumption of power at the rate notified by the Academy from time to time. However, the employer does not guarantee to maintain uninterrupted supply of power and it will be incumbent on the contractor to make arrangements at his own cost in the event of any temporary breakdown in the power supply so that the progress of work is not held up for want of power. No claim of damage or refund of power charges will be entertained on account of such breakdown.

29. COMPLETION CERTIFICATE:

Within ten days of the completion of the work, the contractor shall give notice of such

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

30. ESCALATION:

No compensation for Escalation in the prices of material and labour involved during the currency of work contract shall be admissible.

The rates quoted by the contractor and accepted by the Employer shall hold good till the completion of the entire work and no-claim will be admissible on account of fluctuation in market rates, increase in taxes/any other service/tools and plants.

31. Clauses: Planning and Designing in purview of Vulnerability Atlas of India.

Vulnerability Atlas of India (VAI) is a comprehensive documents which provides existing hazard scenario for the entire country and presents the digitized State/UT-wise hazard, maps with respect to earthquakes, winds an floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This Atlas is one of its kind single point source for the various stakeholders including policy markers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location /site to multi-hazard which includes earthquakes, winds, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org.

It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

- i) Seismic zone (II to V) for earthquakes,
- ii) Wind velocity (Basic Wind Velocity: 55,50,47,44 39 & 33 m/s)
- iii) Area liable to floods and Probable max. surge height

- iv) Thunderstorms history
- v) Number of cyclonic storms/server cyclonic storms and max sustained wind specific to coastal region
- vi) Landslides incidences with Annual rainfall normal
- vii) District wise Probable Max. Precipitation

32. ARBITRATION:

- (a) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality or workmanship or materials used on the work or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract, designs, specifications, estimates, instructions, orders on these conditions or otherwise concerning the works, or the execution on failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the President of INSA. The arbitrator shall be appointed within 30 days from the receipt of a request by any party. The arbitrator to whom the matter is originally referred being unwilling or unable to act for any reason, the President of INSA shall appoint another person to act as arbitrator in accordance with the terms of the contract, such person shall proceed with the reference from the stage at which it was left by his predecessor. The arbitrator shall give a speaking award. The award of the Arbitrator shall be final and binding on both the parties. The cost of the Arbitrator shall be borne equally by both the parties.
- (b) It is also a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under the clause together with the amount or amounts claimed in respect of each such dispute.
- (c) It is also a term of the contract that if the contractor does not make any demand for arbitration in respect of any claim in writing within 90 days of receiving the intimation from the employer that the contractor will be deemed to have been waived and absolutely barred and the Employer shall be discharged and released all liabilities under the contract in respect of these claims.
- (d) Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration reference under the clause.

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INDIAN NATIONAL SCIENCE ACADEMY
Bahadur Shah Zafar Marg, New Delhi - 110002

SPECIAL CONDITIONS OF CONTRACT

In case of any discrepancies in order of presidency in interpretation shall as under

- i) Schedule of quantities
- ii) Additional conditions
- iii) General conditions of contract
- iv) Special conditions
- v) Additional Technical specifications
- vi) CPWD latest specification (civil works)
- vii) IS Code
- viii) International Codes
- ix) Best Engineering Practice.



ADDITIONAL CONDITIONS

1. The materials in terms of quantity and quality brought to site for use in the works including tools and plants should be got entered in gate register available with the security posted at main gate.
2. The workers skilled or unskilled with supervisors deputed at site should enter their name in the gate register while coming inside the academy and going out.
3. As applicable, the TDS will be deducted from the firm's/contractor's bills.
4. The firm/contractor entrusted with the work should take all possible measures to avoid any accident which may take place at site while working.
5. The plate vibrator should be made available at site for compacting the cement concrete. The use of pin vibrator will not be allowed in any case.
6. No payment shall be made to the contractor for any damage caused by rain, snowfall, floods or any other natural cause whatsoever during the execution of works. The damage to work will be made good by the contractor at his own cost and no claim on this account shall be entertained.
7. All materials used shall be as per specifications and ISI marks wherever applicable ISI marking referred relate to latest BIS code as published by Bureau of Indian Standards up to 30 days before the date of opening the tender.

ADDITIONAL CONDITIONS [CIVIL WORKS]

1. In case of any variation between different applicable terms and conditions, the following order of precedence shall be followed:-
 - (i) Nomenclature of Item
 - (ii) Additional conditions
 - (iii) CPWD-6/7/8
 - (iv) General conditions of contract - 2022 Special repair of columns & beams at roof of fire pump room and water proofing work of roof of Utility building within Campus of the Academy.
2. Tender received by post or courier shall not be entertained.
3. Any change in bid after opening of tender will not be allowed.
4. Before tendering, the tenderer shall inspect the site of work and shall fully acquaint himself about the conditions with regard to site, nature of soil, availability of materials, suitable location for construction of godowns, stores and labour huts, the extent of leads and lifts involved in the work over the entire duration of contract including local conditions, traffic restrictions, obstructions, and other conditions and restrictions by the administrative authorities, and such other factors as may be required for satisfactory execution of the work. He should take into consideration all such factors and contingencies while quoting his rates. No claim whatsoever shall be entertained by the department on this account.
5. The contractor must study the specifications and conditions carefully before tendering.
6. The contractor shall submit the programme of execution of work within a week after taking over of the site and get it approved from the Engineer-in-Charge and strictly adhere to the same for timely completion of the project/work.
7. The contractor shall have to make approaches to the site, if so required, and keep them in good condition for transportation of labour and materials as well as inspection of works by the Engineer-in-Charge. Nothing extra shall be paid on this account.
8. The work shall be carried out in such a manner so as not to interfere or effect or disturb other works being executed by other agencies, if any.
9. Any damage done by the contractor to any existing work shall be made good by him at his own cost, failing which the same shall be got done at his risk and cost.
10. The work shall be carried out in a manner complying in all respects with the requirement of relevant bye-laws of the local bodies under the jurisdiction of which the work is to be executed and nothing extra shall be paid on this account.
11. The contractor shall make his own arrangements for obtaining electric connections, if required, and make necessary payments directly to the authority concerned. The department will, however, make reasonable recommendations to the authority concerned in this regard.

12. In case department found that either contractor or his labour is involved in theft of Electricity & Water from INSA source, the contractor shall be liable to pay the fine as decided by Engineer-in-charge.
13. The contractor or his authorized representative should always be available at the site of work to take instructions from departmental officers, and ensure proper execution of work. No work should be done in the absence of such authorized representative.
14. No payment will be made to the contractor for damage caused by rains, or other natural calamities during the execution of the work and no such claim on this account will be entertained.
15. Royalty at the prevalent rates and all other incidental expenditure shall have to be paid by the contractor on the boulders, stone aggregate, shingle, earth, sand, bajri etc. collected by him for the execution of the work direct to the concerned Revenue Authority of the State or Central Govt. His rates are deemed to include all such expenditure and nothing extra shall be paid.
16. The malba/garbage removed from the site shall be disposed of by the contractor at the MCD approved dumping site or at any other suitable place as directed by the Engineer-in-Charge.
17. The materials to be issued to the contractor and the place of delivery shall be as mentioned in the schedule 'F' of the tender documents. If these are delivered at any other site, the difference in cost due to cartage will be adjusted accordingly. The contractor shall have to cart at his cost the materials to the site of work as soon as these are issued. The materials will be issued during the working hours and as per rules of the central store of INSA.
18. The contractor shall construct suitable godown at the site of work for storing the materials safe against damage due to sun, rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose and no extra claim whatsoever shall be entertained on this account.
19. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued to him by the department.
20. The contractor shall maintain and render proper account of all materials issued to him by the department, consumed by him on the work and the balance, if any, in the first week of every month. If he fails to do so, no further quantity of materials shall be issued to him and he shall be wholly responsible if any delay occurs in the completion of the work on this account.
21. The material such as cement, pig lead, cleaning chemicals, dry distemper, oil bound acrylic distemper, water proofing cement/chemical, paint, pigment etc. shall strictly be kept in double lock and key system to monitor their consumption. The material shall only be issued in presence of authorized representative of contractor.
22. Apart from above, all the amendments in the "General Condition of Contract CPWD 2021 (Maintenance work)" issued upto the date of opening of tenders shall be applicable.

23. The contractor shall arrange for the transportation of all materials to the laboratory for testing as required to approve the job mix formula at his own cost under the supervision of Engineer-in-charge or his authorized representative.
24. The contractor shall pay for the testing charges of all materials for the approval of job mix formula proposed by the contractor. However, if the test results confirm the job mix formula reports submitted by the contractor, the testing charges paid by the contractor shall be reimbursed.
25. The drawings attached with the tender are for suggestive layout, which may change during execution of work. Therefore, the contractor shall prepare the final layout plan and submit the same to the Engineer-in-charge for his approval. The contractor shall carryout changes in the layout prepared by him, if directed so by the Engineer-in-Charge.

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LIST OF APPROVED MAKES OF MATERIALS (CIVIL WORKS)

The materials of the following make of first/ Standard quality shall only be used in the work. In case it is established through Assistant Executive Director-II, that the brands specified below are not available in the market, the contractor shall submit proposal for alternative make for the approval. However, tests prescribed in CPWD Specifications- 2009 and revision time to time Vol- I & II with upto date correction slips should be carried out in all cases.

S.No.	Material	Manufacturers Name
	<u>CIVIL ITEMS:</u>	
1.	Cement	ACC, Ultratech, Jaypee, Lafarge, L&T
2.	Reinforcement Steel-Tmt Bars-Fe-500d Grade	Sail, TATA Steel, RINL, JSW, Jspl,
3.	Structural Steel Sections	Sail, TATA Steel, RINL, JSW, Jspl,
4.	Structural Steel Tubes/Pipes	Sail, TATA Steel, RINL, JSW, Jspl,
5.	Ready Mixed Cement Concrete	ACC, Lafarge, Ultratech, L&T
6.	Shuttering Ply	Greenply Shuttering Ply, Archid Shuttering Ply, Euro Shuttering Ply, Century
7.	Plaster Of Paris	Birla Berger White, Shalimar, Asian,
8.	White Cement	Birla White , J.K. White
9.	Wall Putty	Birla White, Berger, Asian
10.	Block Jointing Mortar	ACC, Ultratech, Jaypee, Lafarge, L&T
11.	Welding Rod	a) Essab Ferro Speed Plus b) D&H Norma
	<u>CONSTRUCTION CHEMICALS:</u>	
12.	Waterproofing Compound	Velosit , Fosroc, Pidilite, Sika, Speciality Coatings
13.	Admixtures	Fosroc, Sika, Velosit, Cico, Basf, Stp Ltd., Sunanda Speciality Coatings, Chemicals India Pvt Ltd, Supreme Bituchem India Pvt Ltd, Chowgule, Ardex Endura
	<u>PAINTS:</u>	
1	Water-Proofing Cement Paint	Asian, Berger, Nerolac
2	Textured Exterior Paint	Asian, Berger, Nerolac
3	Synthetic Enamel Paint	Asian, Berger, Nerolac
4	Plastic/Acrylic Emulsion Paint	Asian, Berger, Nerolac
5	Oil Bound Distemper	Asian, Ici Ltd, Berger, Nerolac,
6	Cement Primer	Asian, Ici Ltd, Berger, Nerolac
7	Premium Acrylic Smooth Exterior Paint Emulsion	Berger, Asian, Nerolac
8	Steel/ Wood Primer	Asian, Ici Ltd, Berger, Nerolac,

Note: The materials not covered in above list of approved make of materials shall be ISI mark and / or approved by Engineer-in-charge.

ADDITIONAL SPECIFICATIONS [CIVIL WORKS]

1. In case of any variation between different applicable specifications, the following order of precedence shall be followed.
 - (i) Nomenclature of the item.
 - (ii) Particular or additional specifications attached with the tender documents.
 - (iii) CPWD Specifications.
 - (iv) Indian standard specifications of BIS.
2. The contractor shall be required to produce samples of all materials sufficiently in advance to obtain approval of the Engineer-in-Charge. The materials to be used in actual execution of the work shall strictly conform to the quality of samples approved. In case of variation, such materials shall be rejected.
3. The contractor shall be required to provide testing appliances at site, such as weighing scale, graduated cylinder, standard sieves, thermometer, slump cone etc. in order to enable the Engineer-in-Charge to conduct field tests to ensure that the quality is consistent with the prescribed specifications and nothing extra shall be paid on this account.
4. (i) The contractor shall, at his own cost, make all arrangement and shall provide such facilities as the Engineer-in-Charge may require for collecting, preparing and forwarding the required number of samples for tests at such time and to such places, as directed by the Engineer-in-charge. Nothing extra shall be paid for the above including cost of sample material, except testing charges. testing charges shall be reimbursed to the contractor after production of receipts. In case, material fails in test, no reimbursement shall be made by department. The necessary tests shall be conducted in the laboratory approved by the Engineer-in-charge.
 - (ii) The contractor or his authorized representative shall associate in collection, preparation, forwarding and testing of such samples. In case, he or his authorized representative is not present or does not associate himself, the result of such test and consequences thereon shall be binding on the contractor.
5. Wherever any reference to any Indian standard specifications occurs in the documents related to this contract, the same shall be inclusive of all amendments issued there to or revision thereof, if any, up to the date of opening of tenders.
6. Any cement slurry added over base surface or added for continuation of concreting for better bond is considered to have been included in the item (unless otherwise explicitly stated) and nothing extra shall be payable or extra cement considered in consumption on this account.
7. Preference shall be given to those articles which bear ISI certification marks. In case articles bearing ISI certification marks are not available, the quality of samples brought by the contractor shall be judged by the standards laid down in the relevant ISI specifications/CPWD Specifications. All materials and articles brought by the contractor to the site for use shall conform to the samples approved, which shall be preserved till the completion of the work. However, such articles which bear ISI mark but banned by CPWD will not be used.

8. The structural and architectural drawings of the work shall at all times be properly correlated by the contractor before executing any work and no claim whatsoever shall be entertained for failing to do so. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and architectural drawings relating to the relevant item, the former shall prevail unless otherwise given in writing by the Engineer-in-charge.
9. Issue of steel of diameter above 10mm will be regulated on standard sectional weight basis as per para 5.3.3 of revised CPWD specifications 2002 for cement mortar, cement concrete, and RCC works. However, for MS bars, or tor - steel bars up to and including 10mm diameter which are billed by the suppliers on actual weight basis, will be verified and accounted for in the stock account on actual weight basis and will also be issued on actual weight basis.
10. Stipulated materials shall not be issued for factory made products like pre-cast cement tiles, pre-cast hollow concrete blocks, pre-cast foam concrete blocks, interlocking paver blocks, cement concrete kerb stone, pre-cast RCC pipes etc.
11. Contractors may be required to execute the work under foul condition. The decision of the Engineer-in-Charge whether the condition is foul or not shall be final and binding on the contractor and nothing extra for executing the work in foul condition shall be payable beyond what is provided in the schedule of quantities.
12. The contractor shall give a performance test of the entire water supply, sanitary installations, and drainage work as per standard specifications before the work is finally accepted, and nothing extra whatsoever shall be payable to the contractor for the test.
13. Nothing extra shall be paid for making holes in walls/RCC members etc. for fixing suspenders and frame works and making good the same to restore the original surface.
14. Apart from above, all the amendments in the "CPWD Specifications" issued upto the date of the opening of tenders shall be applicable.

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INDIAN NATIONAL SCIENCE ACADEMY
Bahadur Shah Zafar Marg, New Delhi - 110002
INDENTURE OF SECURED ADVANCE

The is indenture made the _____ day of _____ 2022 between M/s _____ (hereafter called “the contractor”) which expression shall where the context so admits or implies be deemed to include the heirs, executors, administrators and permitted assignees) of the one part and INDIAN NATIONAL SCIENE ACADEMY (INSA), NEW DELHI (hereinafter called “the Employer”) which expression shall include its successors and assignees and authorized officers of the Academy) of the other part.

WHEREAS by an agreement dated _____ (hereinafter called “the said agreement”) the contractor has agreed AND WHEREAS the contractor has applied to the INSA, New Delhi that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the work as he has undertaken and labour and other charges) AND WHEREAS the employer has agreed to advance to the contractor the sum of Rs..... (Rupeesonly) on the security of materials the quantities and other particulars of which are detailed in accounts of secured advances attached to the running account Bill for the said works signed by the contractor on and the Employer has reserved to himself the option of making any further advance or advances on the security of other materials brought by the contractor to the site of the said works. Now THIS IDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rs..... on or before the execution of these presents paid to the contractor by INSA (the receipt where the contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the contractor both hereby convenient and agree with the INSA, New Delhi and declare as follow:

1. That the same sum of Rs. Advanced by the INSA, New Delhi to the contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.
2. The materials detailed in the said account of secured advance which have been offered to and accepted by the Employer as security are absolutely the contractor’s own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free encumbrances of any kind and the contractor indemnifies the employer against all claims to any materials in respect of which an advance has been made to him as aforesaid.
3. That the contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works to the contractor’s custody and on his own responsibility and shall at all times be open to inspection by the Employer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear

thereof the contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Employer.

4. That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Employer or any officer authorized by him on their behalf.
5. That the advances shall be repayable in full when or before the contractor receives payments from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. However, if any intermediates payments are made to the contractor on account of work done then on the occasion of each such payment the Employer will be at liberty to make a recovery from the contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of materials at the rates of which the amount of the advances has been made.
6. That if the contractor shall at any time make any default in the performance or observation in any respect of any of the terms of provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Employer shall immediately on the happening of such default be repayable by the contractor to the Employer together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damages and expenses incurred by the Employer in or for the recovery thereof for the enforcement of this security or otherwise by reason of the default of the contractor and the contractor hereby covenants and agrees with the Employer to repay and pay the same respectively to him accordingly.
7. That the contractor hereby charges all the said materials with the repayment to the Employer of the said sum of Rs..... and any further sum or sums advanced as aforesaid and all costs, charges, damages and expenses payable under these present PROVED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if an wherever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance with the employer may at any time thereafter adopt any of the following courses as may be deemed fit.
 - a. Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provisions in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and amount due in respect of advances under these presents and crediting the contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided if the balance is against the contractor he is to pay same to the Employer on demand.
 - b. Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale all the sums aforesaid repayable or payable to the Employer under these presents and pay or the surplus (if any) to the contractor.

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

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

In witness thereof the said andby the order and under the direction of the Employer hereinto set their respective hands the day and year first above written.

Signed sealed and delivered by the said contractor M/s.....

In the presence of

Signature.....

Name.....

Address.....

Signed by.....

By the order and direction of the Employer INDIAN NATIONAL SCIENCE ACADMEY

In the presence of

Signature.....

Name.....

Address.....

FORM-I

CONTRACTOR'S IDENTIFICATION DATA

1. Name:
2. Firm Type:
3. Registration Data:
Date of registration and name (s) of
Govt. agencies from where registered
(Copy of registration from statutory body
attested or self attested may be enclosed)
4. Specialized work area:
5. Registered office address:
6. Telephone Nos. :
Mobile Nos.:
Email ID:
7. Delhi Office Address:
8. List of names of Partners/directors of your firm:

Affix duly attested
P.P. size photograph
of the tenderer

Note:

1. Please attach separate sheets, if required.
2. If the firm is partnership firm given name and address of both the partners. If it is Pvt. Ltd. Company - give the names and addresses of authorized signatory (s) and directors to act on behalf of your company.

(Signature of tenderer with seal)

FORM-II

CONTRACTOR'S PREVIOUS EXPERIENCE DATA

I. EXPERIENCE: 2020-2021

- a) Name of the contract-I -----
- b) Client's name-----
- c) Client's address and telephone number-----

- d) Start date-----
- e) Nature of job-----
- f) Completion date-----
- g) Total value of work-----
- h) Supporting documents-----
- i) Number of Person/Manpower Deployed-----

II.

- a) Name of the contract-II -----
- b) Client's name-----
- c) Client's address and telephone number-----

- d) Start date-----
- e) Nature of job-----
- f) Completion date-----
- g) Total value of work-----
- h) Supporting documents-----
- i) Number of Person/Manpower Deployed-----

(Signature of tenderer with seal)

I. EXPERIENCE : 2019-2020

- a) Name of the contract-I -----
- b) Client's name-----
- c) Client's address and telephone number-----

- d) Start date-----
- e) Nature of job-----
- f) Completion date-----
- g) Total value of work-----
- h) Supporting documents-----
- i) Number of Person/Manpower Deployed-----

II.

- a) Name of the contract-II -----
- b) Client's name-----
- a) Client's address and telephone number-----

- b) Start date-----
- c) Nature of job-----
- d) Completion date-----
- e) Total value of work-----
- f) Supporting documents-----
- g) Number of Person/Manpower Deployed-----

(Signature of tenderer with seal)

I. EXPERIENCE: 2018-2019

- a) Name of the contract-I-----
- b) Client's name-----
- c) Client's address and telephone number-----

- d) Start date-----
- e) Nature of job-----
- f) Completion date-----
- g) Total value of work-----
- h) Supporting documents-----
- i) Number of Person/Manpower Deployed-----

- II.
- a) Name of the contract-II -----
 - b) Client's name-----
 - c) Client's address and telephone number-----

 - d) Start date-----
 - e) Nature of job-----
 - f) Completion date-----
 - g) Total value of work-----
 - h) Supporting documents-----
 - i) Number of Person/Manpower Deployed-----

Note: Please give details of actual current jobs in hand. Please attach separate sheet, if required.

(Signature of tenderer with seal)

I. EXPERIENCE: 2017-2018

- a) Name of the contract-I-----
- b) Client's name-----
- c) Client's address and telephone number-----

- d) Start date-----
- e) Nature of job-----
- f) Completion date-----
- g) Total value of work-----
- h) Supporting documents-----
- i) Number of Person/Manpower Deployed-----

- II.
- a) Name of the contract-II -----
 - b) Client's name-----
 - c) Client's address and telephone number-----

 - d) Start date-----
 - e) Nature of job-----
 - f) Completion date-----
 - g) Total value of work-----
 - h) Supporting documents-----
 - i) Number of Person/Manpower Deployed-----

Note: Please give details of actual current jobs in hand. Please attach separate sheet, if required.

(Signature of tenderer with seal)

EXPERIENCE: 2016-2017

- a) Name of the contract-I-----
- b) Client's name-----
- c) Client's address and telephone number-----

- d) Start date-----
- e) Nature of job-----
- f) Completion date-----
- g) Total value of work-----
- h) Supporting documents-----
- i) Number of Person/Manpower Deployed-----

- II.**
- a) Name of the contract-II -----
 - b) Client's name-----
 - c) Client's address and telephone number-----

 - d) Start date-----
 - e) Nature of job-----
 - f) Completion date-----
 - g) Total value of work-----
 - h) Supporting documents-----
 - i) Number of Person/Manpower Deployed-----

Note: Please give details of actual current jobs in hand. Please attach separate sheet, if required.

(Signature of tenderer with seal)

Bid Security Declaration in lieu of EMD

I/we (name of agency)
have submitted bids for the work of Special repair of columns & beams at roof of fire pump room and water proofing work of roof of Utility building within Campus of the Academy.

I/we hereby submit following declaration in lieu of submitting Earnest Money Deposit:

- I. If, after the opening of tender, I/we withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender document,

Or

- II. If, after the award of work, I/we fail to sign the contract, or to submit performance guarantee before the deadline specified in the tender documents,

I/we shall be suspended for one year and shall not be eligible to bid for INSA tender from date of issue of suspension order.

(Signature of tenderer with seal)

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INDIAN NATIONAL SCIENCE ACADEMY
Bahadur Shah Zafar Marg, New Delhi - 110002

**NAME OF WORK:
SPECIAL REPAIR OF COLUMNS & BEAMS AT ROOF OF FIRE PUMP ROOM
AND WATER PROOFING WORK OF ROOF OF UTILITY BUILDING WITHIN
CAMPUS OF THE ACADEMY.**

BILL OF QUANTITY



INDIAN NATIONAL SCIENCE ACADEMY

Bahadur Shah Zafar Marg, New Delhi - 110002

BILL OF QUANTITY

NAME OF WORK: SPECIAL REPAIR OF COLUMNS & BEAMS AT ROOF OF FIRE PUMP ROOM AND WATER PROOFING WORK OF ROOF OF UTILITY BUILDING WITHIN CAMPUS OF THE ACADEMY.

S.No.	Description	Unit	Qty.	Rate	Amount in Rs.
SH:01	RCC WORK				
1	Providing and fixing double scaffolding system (cup lock type) on the exterior side of building/structure, upto 25 metre height, above ground level, including additional rows of scaffolding in stepped manner as per requirement of site, made with 40mm dia M.S. tube, placed 1.5 metre centre to centre, horizontal & vertical tubes joint with cup & lock system with M.S. Tubes, M.S. tube challis, M.S. clamps and staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for execution of work of cleaning and/ or pointing and/ or applying chemical and removing it thereafter. The scaffolding system shall be stiffened with bracings, runners, connecting with the building etc, wherever required, if feasible, for inspection of work at required locations with essential safety features for the workmen etc., complete as per directions and approval of Engineer-in-charge. Note:- (1) The elevational area of the scaffolding shall be measured for payment purpose. (2) The payment will be made once only for execution of all items for such works.	sqm	425		
2	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer - in- charge.	cum	6		
3	Cleaning of reinforcement from rust from the reinforcing bars to give it a total rust free steel surface by using alkaline chemical rust remover of approved make with paint brush and removing loose particles after 24 hours of its application with wire brush and thoroughly washing with water and allowing it to dry, all complete as per direction of Engineer-In-Charge. Bars above 12 mm diameter.	metre	30		
4	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level. Thermo-Mechanically Treated bars of grade Fe-500D or more.	kg	1183		

5	Providing and laying cement concrete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets, sunken floor etc., up to floor five level, excluding the cost of centering shuttering and finishing : 1:2:4 (1 cement: 2 coarse sand (zone-III) derived from natural sources: 4 graded stone aggregate 20 mm nominal size derived from natural sources).	cum	6		
6	Chipping of unsound/weak concrete material from slabs, beams, columns etc. with manual Chisel and/ or by standard power driven percussion type or of approved make including tapering of all edges, making square shoulders of cavities including cleaning the exposed concrete surface and reinforcement with wire brushes etc. and disposal of debris for all lead and lifts all complete as per direction of Engineer-In-Charge. 50mm average thickness.	sqm	269		
7	Providing and laying SBR Polymer modified (of approved make @ minimum 2% by wt. of cement used) plain/reinforced concrete jacket for the structural members e.g. columns, pillars, piers, beams etc with concrete having the specified minimum characteristic compressive strength [with ordinary portland cement, coarse sand and graded stone aggregate of 10mm maximum size in proportion as per design criteria] with specified average thickness all-round existing core of RCC member. Note: Rates shall be for finished surface area of concrete and shall include the cost of making holes in existing RCC slab, if required, for pouring concrete in shuttering mould of jacket and appropriate approved Super-Plasticiser for rendering concrete as flowable self compacting and SBR polymer but shall exclude cost of reinforcement, bond coat, Shear Keys, centering and shuttering, strutting, propping etc (Payment under this item shall be made only after proper wet curing has been done and surface has been satisfactorily evaluated by sounding/tapping with a blunt metal instrument). 50mm thick in Grade M 25 with cement content not less than 330 kg per cum.	sqm	268		
SH:02	STEEL WORK				
8	Dismantling steel work in built up sections in angles, tees, flats and channels including all gusset plates, bolts, nuts, cutting rivets, welding etc. including dismembering and stacking within 50 metres lead.	kg	921		

9	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	kg	847		
10	Providing and fixing hand rail of approved size by welding etc. to steel ladder railing, balcony railing, staircase railing and similar works, including applying priming coat of approved steel primer.	kg	105		
SH:03 REPAIR OF PLASTER					
11	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	sqm	289		
12	12 mm cement plaster of mix : With cement mortar 1:4 (1 cement : 4 coarse sand).	sqm	642		
13	Neat cement punning.	sqm	31		
14	Replacing sand stone slabs in roofing, laid in cement mortar 1:4 (1 cement : 4 coarse sand), including necessary repairs and cement pointing with same mortar complete, including disposal of rubbish to dumping ground, all complete as per direction of Engineer-in-Charge. Red/ white sand stone slabs 30 to 50 mm thick (as per site requirement).	sqm	5		
SH:04 WATER PROOFING ON ROOFS.					
15	Providing and laying water proofing treatment on roofs of slabs by applying cement slurry mixed with water proofing cement compound consisting of applying: (a) after surface preparation, first layer of slurry of cement @ 0.488 kg/sqm mixed with water proofing cement compound @ 0.253 kg/sqm. (b) laying second layer of Fibre glass cloth when the first layer is still green. Overlaps of joints of fibre cloth should not be less than 10 cm. (c) third layer of 1.5 mm thickness consisting of slurry of cement @ 1.289 kg/sqm mixed with water proofing cement compound @ 0.670 kg/sqm and coarse sand @ 1.289 kg/sqm. This will be allowed to air cure for 4 hours followed by water curing for 48 hours. The entire treatment will be taken upto 30 cm on parapet wall and tucked into groove in parapet all around. (d) fourth and final layer of brick tiling with cement mortar (which will be paid for separately). For the purpose of measurement the entire treated surface will be measured	sqm	343		

16	Flush pointing with cement mortar 1:3 (1 cement : 3 fine sand) mixed with 2% of integral water proofing compound by weight of cement for flat tile bricks on top of mud phaska : With F.P.S. brick tiles	sqm	343		
SH:05 PAINTING WORK					
17	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	sqm	288		
18	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	sqm	441		
19	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade : Two or more coats on new work over an under coat of suitable shade with ordinary paint of approved brand and manufacture.	sqm	66		
20	Finishing walls with textured exterior paint of required shade : New work (Two or more coats applied @ 3.28 ltr/10 sqm) over and including priming coat of exterior primer applied @ 2.20kg/10 sqm	sqm	203		
21	Finishing walls with Premium Acrylic Smooth exterior paint with Silicone additives of required shade : New work (Two or more coats applied @ 1.43 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm).	sqm	441		
22	Finishing walls with water proofing cement paint of required shade : Old work (one or more coats @ 2.20 kg/10 sqm) complete.	sqm	66		
23	Finishing walls with textured exterior paint of required shade : Old work (One or more coats) applied @ 1.82 ltr/10 sqm.	sqm	222		
				Total in Rs.	
				GST @% in Rs.	
				Grand Total in Rs.	
Grand total in words: Rupees					

(Signature of tenderer with seal)