

VOLUME I

COMMERCIAL CUM TECHNICAL BID

FOR

Supply and installation of AV equipment

FOR

**NATIONAL INSTITUTE OF SECURITIES
MARKETS**

at

**NISM campus at plot no. IS-1 and IS-2,
Patalganga Industrial Area, village
Wasambe, Sub-District Khalapur, District
Raigad**

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NOTICE INVITING TENDERS

October 09, 2015

Dear Sir / Madam,

**Sub: Supply, installation, testing and commissioning (SITC)
of AV equipment at NISM campus, plot no. IS-1 and IS-2, Patalganga
Industrial Area, village Wasambe, Sub-District Khalapur, District Raigad**

1. Sealed items rate tenders are hereby invited by National Institute of Securities Markets (NISM) for the captioned project.
2. The estimated cost of the work will be Rs. 11 Lakh.
3. The work is to be completed in a period of 30 calendar days from the 7th day of date of issue of work order or from the first day when the contractor is instructed to take over the possession of the site whichever is later. Time is the essence of the work and entire work shall be completed in all respects in contractual time period.
4. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders, the form and nature of the site, the means of access to the site, the accommodation they may require and themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether or not the site is inspected by the tenderer and no extra charges shall be entertained on account of any misunderstanding or otherwise about the facilities and / or conditions at site. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the tender document. Submission of a tender by a tenderer categorically implies that he has read this notice and all other terms and conditions of the tender document and has made himself fully aware of the scope and specifications of the work to be done and local conditions and other factors having bearing on the execution of the work, and have complete clarity about all these aspects.

5. The important dates for tendering process are as under:
- i. Pre-bid Conference shall be held in NISM office at 5th Floor, NISM Bhavan, Plot No. 82, Sector 17, Vashi, Navi Mumbai 400 703 at 11:00 a.m. on October 15, 2015 to clarify any points that the intending tenderers may have regarding the eligibility, commercial conditions, technical specifications, bill of quantities etc. **Based on the discussions during pre-bid meeting, corrigendum may be issued by the Institute. The corrigendum shall be placed on NISM website latest by October 21, 2015. The tenderer needs to submit a copy of corrigendum duly signed and stamped along with commercial cum technical bid in third envelope.**
 - ii. Last date of receipt of tenders including Eligibility documents, Earnest Money Deposit, Commercial cum Technical Bid and the Price Bid upto **1500 hrs. on October 26, 2015.**
 - iii. Date of Opening of tenders in the office of undersigned at **1530 hrs.** on October 26, 2015.
 - iv. Date of receipt of revised price bids, if required, in the specified manner shall be intimated subsequently.
 - v. Date of opening of revised price bids, if required, shall be intimated subsequently.

The tender documents shall be submitted to the office of the undersigned on the following address:

The Vice President - Estates and Premises Management Department (EPMD),
National Institute of Securities Markets (NISM),
NISM Bhavan, 5th Floor, Plot No. 82,
Sector 17, Vashi, (Next to Vashi Plaza)
Navi Mumbai 400 703

Upto 1500 hrs. on or before the last date of receipt of tenders i.e. October 26, 2015

Under no circumstances, the tender will be received after due date and time of receipt of tenders.

6. Interest free Earnest Money Deposit (EMD) of Rs. 22,000/- (Rupees Twenty Two Thousand Only) in form of Demand Draft / Banker's cheque / Pay Order in favour

of **National Institute of Securities Markets**, payable at **Mumbai / Navi Mumbai**, must accompany the tender. Cheques for EMD will not be accepted. Tenders accompanying cheques will stand summarily rejected. EMD will not bear any interest.

7. EMD will be forfeited in case the contractor fails to commence the work awarded to him within the prescribed time limit. EMD's of unsuccessful tenderers will be refunded.
8. Tenders of the contractors, who do not deposit the EMD in the above manner, shall stand rejected.
9. On award of the work, within 7 working days from the date of issue of the work order, the successful tenderer shall submit performance security in the form of Fixed Deposit Receipts (FDRs) from a commercial bank / account payee demand draft / bank guarantee from a commercial bank for an amount equivalent to 5% of the work order. On receipt of the performance security, EMD will be refunded to the selected tenderer. No interest will be paid on the performance security by the Institute.

10. Forfeiture of Performance Security:

10.1 During execution of the work : The performance security will be forfeited under following circumstances:

- i) If the contractor having been given by the Institute, a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workmanlike manner shall omit to comply with the requirement of such notice for a period of 15 (fifteen) calendar days thereafter.
- ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Institute (which shall be final and binding), he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of 15 (fifteen) calendar days from the Institute.
- iii) If the contractor fails to complete the work within the stipulated date of completion, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Institute.

- iv) If the contractor persistently neglects to carry out his obligations under the contract and /or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 15 (fifteen) calendar days after a notice in writing is given to him in that behalf by the Institute.
- v) If the contractor has obtained the contract as a result of wrong tendering or other non-bonafide methods of competitive tendering.
- vi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Institute.

Under the above circumstances, the Institute will not only forfeit the performance security but the Institute will also (i) without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to Institute, by a notice in writing to cancel the contract as a whole or only such items of work in default from the Contract and (ii) have power to carry out the incomplete work by any means at the risk and cost of the contractor.

10.2 During defects liability period: The performance security will be forfeited under following circumstances:

The period for rectification of defective work(s) during defect liability period will be 7 (seven) calendar days. If the contractor fails to attend the defect within 7 (seven) calendar days from the date of intimation by the Institute, the Institute may get the defective work(s) rectified directly through some other agency at the risk and cost of the contractor. The actual amount incurred by the Institute will be recovered from the Performance Security, available with the Institute. The decision of the Institute, in this regard, will be final and binding on the contractor.

10.3 Release of Performance Security: 50% of the performance security shall be released after one month from the date of completion of the work. The balance 50% of the performance security will be released after a period of 12 months from the date of completion of the work.

11. **Mode of Submission of Tender**

The tender consisting of following documents can either be collected from the office of the undersigned or downloaded from NISM website www.nism.ac.in:

- i) Detailed advertisement indicating the eligibility criteria.
- ii) Application form.
- iii) Volume I - Commercial cum Technical Bid.
- iv) Volume II - Price Bid / Bill of quantities

The tenderers shall be required to submit tender in four separate sealed envelopes, each containing as under:

- i) First envelope - Earnest money Deposit in prescribed manner.
- ii) Second envelope - Application form duly filled in along with all the annexure and other documents as specified under **checklist of enclosures** in support of eligibility of the tenderer.
- iii) Third envelope - Volume I (Commercial cum technical bid) **including corrigendum, if any.**
- iv) Fourth envelope - Volume II (Price bid).

All the above four sealed envelopes, marked as “ **Earnest Money Deposit only** “, “ **Eligibility documents only**” , “**Commercial cum technical Bid only** “ and “ **Price Bid only** ” respectively, shall then be placed in another sealed envelope and submitted to the office of the undersigned upto **1500 hrs. on or before the last date of receipt of tenders i.e. October 26, 2015.** The name of work, the name and mailing address of Tenderer and the contents of the envelope shall be clearly mentioned on the sealed outer envelope.

On the date stipulated for opening of tenders, the tender opening committee shall first open the first envelope super scribed “**Earnest Money Deposit only**“. The tenderers who do not submit earnest money deposit of prescribed value in the prescribed form will not be considered for further evaluation.

Thereafter, the second envelope super scribed “**Eligibility documents only**” shall be opened by NISM. The scrutiny and evaluation of the eligibility documents shall be done by NISM and further clarification / information, if any shall be

sought from the tenderers. The tenders of the tenderers who do not respond in specified time will not be considered for further evaluation. The tenderers who do not fulfill the eligibility criteria will not be considered for further evaluation.

Thereafter, the scrutiny and evaluation of commercial cum technical bids of eligible tenderers shall be done by NISM and in case no clarifications / additional information is required, then the financial bids shall be opened. In case, additional information / clarifications are sought by NISM, from the tenderers, the same shall be furnished by the tenderers within the stipulated time as communicated to them. Non or partial submission by the tenderer within the stipulated period shall render their tender liable for rejection.

Depending upon the changes / modifications made in scope of work, technical specifications, terms and conditions etc., if any, the tenderers shall give fresh rate which may be either increase or decrease in their quoted rate and consequently resulting in increase or decrease in the amount. This plus or minus in the quoted rate / amount shall be given in the form of a letter in a sealed envelope suitably superscribed with the "**Name of the Work**" and the words "**Revised price bid only**" by the tenderers and submitted up to the date and time communicated to them. The Revised Price Bids, if having any condition(s) and / or any conditional rebate, is liable to be rejected and their rates will not be read out. The tenders of the tenderers who do not respond for revised price bid, within the stipulated date communicated to them, is liable to be rejected. It is, therefore, necessary for the tenderers to submit the "revised price bid", reaffirming the original price bid, already submitted, even if there is no change in their original price bid, on account of modifications made by NISM.

12. NISM is not bound to accept the lowest and / or any other tender and reserves the authority to reject any and / or all the tenders received without assigning any reason. Any tender, in which any of the prescribed condition is not fulfilled and / or any condition including that of conditional rebate is put forth by the tenderer, is liable to be rejected.
13. The tender for the work shall remain open for acceptance for a period of sixty (60) calendar days from the date of price bid / revised price bid. If any tenderer withdraws his tender before the same period and / or makes any modifications in the terms and conditions of the tender which are not acceptable to NISM, then NISM shall, without prejudice to any other right and / or remedy, be at liberty to forfeit the said EMD and realize the money.
14. All the rates mentioned in the tender should be inclusive of all materials including wastage, loading & unloading, freight, all types of local, state and central taxes including works contract tax, excise, octroi, VAT, levies and duties,

service tax, royalties, erection, testing of materials/samples brought to site for approval, tools, tackles, plant and equipment, supervision, overheads and profits, statutory charges, costs for licenses and any other expenditure etc. and shall remain firm till completion of work. Escalation in price(s) will not be payable for whatsoever reasons.

15. The tenderer will execute the work in co-ordination with the agency executing interior works at site and ensure that no damage is done to the works executed by interior agency. Damages done, if any, shall be made good by the tenderer at his cost failing which penal recovery at the rates decided by NISM shall be made from the payment due to the tenderer. The decision of NISM shall be final and binding in this regard.

Yours faithfully,

-Sd-

Jitender K. Aggarwal

Vice President – EPMD

Landline: 91-22-66735116

Email: jitender.aggarwal@nism.ac.in

FIRM DETAILS

Firms details to be filled up and submitted as a part of commercial cum technical bid:

Name of Firm	
Address of Firm with contact No.:	
Local Address of Firm with contact No.:	
Name of the contact person with Phone and Mobile No.:	
Email Id:	
PAN No:	
TAN No:	
TIN / VAT No:	
CST No:	
Service tax Registration No:	
ESI / PF Registration No :	

TENDER FOR SITC OF AV EQUIPMENT AT NISM CAMPUS, PATALGANGA

Any other Registration details relevant to the contract:	
Beneficiary's Name:	
Beneficiary's Address:	
Beneficiary's Bank:	
Beneficiary's Bank branch address:	
Beneficiary's Nature of Bank Account:	
Beneficiary's Bank Account No. :	
Beneficiary's Bank Br. IFSC (Code):	

UNDERTAKING

1. I / We have read and examined the notice inviting tender, specifications applicable, general and special conditions of contract, bill of quantities and other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.
2. I / We hereby tender on item rate basis for the execution of the work specified, for NISM within the time specified and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to and with such materials as are provided for or displayed / explained during the bid meeting, by, and in all respects in accordance with, such conditions so far as applicable.
3. We agree to keep the tender open for sixty (60) calendar days from the due date of opening of price bid / revised price bid and not to make any modifications in its terms and conditions. Even if any modification is communicated by us within the validity period of 60 calendar days, after submitting the tender, such communication shall have no bearing and cognizance.
4. We confirm that we have deposited EMD in the prescribed manner. If I/we, fail to commence the work as per the time specified, I/we agree that NISM shall without prejudice to any other right and / or remedy, be at liberty to forfeit the said EMD absolutely.
5. I / We hereby declare that I / we shall treat the tender document, drawings and other records connected with the work as secret / confidential documents and shall not communicate information / derived therefrom to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety and interest of the Institute.

Dated

Name and signature of the Authorized
Person on behalf of Tenderer with Seal

Postal Address:

GENERAL RULES AND DIRECTIONS

1. Any person who submits a tender shall fill up the bill of quantities, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort including conditional rebates, is liable to be rejected.
2. Tenders will be opened in the presence of any intending tenderers who may be present at the time.
3. Rates quoted by the tenderer 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 tenderer shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the tenderer or it does not correspond with the rates written either in figures or in words then the rates quoted by the tenderer in words shall be taken as correct. Where the rates quoted by the tenderer in figures and in words tally but the amount is not worked out correctly, the rates quoted by the tenderer will be considered unless otherwise proved be taken as correct and not the amount.
4. The tenderer is required to quote for all the items mentioned in bill of quantities. In case the tenderer does not quote for any of the item/s, he will be required to execute such items at without any financial implication to the Institute to the extent of quantity/ies mentioned in bill of quantities. No payment for executing such items will be made by the Institute.
5. All rates shall be quoted in bill of quantities. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in 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 be upto two decimal places. While quoting the rate in bill of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

6. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Institute shall be communicated in writing by the contractor to Institute.

**Signature of Authorized Person
on behalf of Tenderer with Seal**

APPENDIX TO CONDITIONS OF CONTRACT

1. Name of Work	: Supply, Installation, Testing and Commissioning of AV equipment in NISM campus at Patalganga.
2. Location	: Ground Floor, Academic Block "A", NISM campus at plot no. IS-1 and IS-2, Patalganga Industrial Area, village Wasambe, Sub-District Khalapur, District Raigad
3. Earnest Money Deposit	: Rs. 22,000/- (Rupees Twenty Two Thousand Only) by Demand Draft / Banker's cheque / Pay Order
4. Architect'	: M/s Hiten Sethi and Associates, Ground Floor, Yayati CHS, Plot no. 9, Sector - 58 A, Palm Beach Road, Nerul, Navi Mumbai.
5. Validity of tender	: Sixty (60) calendar days from the due date of opening of price bid / revised price bid.
6. Price escalation	: No upward revision of rates will be accepted after opening of the tender on account of any reasons whatsoever. The rates at which the work order is finally placed on the successful tenderer shall be valid till the completion of the work. No escalation or increase in the rates on account of any reasons whatsoever shall be paid to the contractor during execution of work till completion.
7. Variation in quantities	: The quantities mentioned in the bill of quantities are indicative only. The quantities may vary and the contractor has to execute the work at the rates quoted by them. Nothing extra on account of deviation in tender quantities and actual executed quantities shall be paid to the contractor. The final payment shall be made based on actual work executed at site based on the joint measurements and quoted rates.
8. Date of commencement	: 7th day from the date of issue of work order or the day on which the contractor is instructed to

TENDER FOR SITC OF AV EQUIPMENT AT NISM CAMPUS, PATALGANGA

		take the possession of the site whichever is later.
9. Completion period	:	30 calendar days from the date of commencement of work
10. Liquidated Damages	:	1% of the final bill value per week of delay, subject to a maximum of 5% of the final bill value.
11. Defect liability period	:	12 months from the date of completion of the work as certified by the Institute.
12. Period of attending defects during defect liability period	:	Maximum 7 (seven) calendar days from date of intimation in writing / email. If the contractor fails to attend the work within 7 calendar days, the Institute may get the same executed directly through some other agency at the risk and cost of the contractor. The actual amount incurred by the Institute will be recovered from the Performance Security, available with the Institute. The decision of Institute, in this regard, will be final and binding.
13. Insurance policy	:	Following insurance policies will be submitted by the contractor, before commencing the execution of the work: 1) Contractor All Risk Insurance Policy for an amount 1.25 times the work order amount for this work. 2) Workmen compensation policy for the workmen employed by the contractor at the site of work.
14. Period for payment of running account bill by the Institute.	:	Within 7 working days after receipt of contractor's bill in the specified format subject to the bill is found to be in order by the Institute with no discrepancies.
15. Period of submission of final bill by the contractor	:	Within 15 days from the date of completion of the work as certified by the Institute.

16. Period for payment of final bill by the Institute. : Within 15 days after receipt of contractor's bill in the specified format subject to the bill is found to be in order by the Institute with no discrepancies.

We agree to the terms incorporated above.

Date :

**Signature of Contractor
(Seal)**

GENERAL CONDITIONS OF CONTRACT

I N D E X

Clause No.	Description
1.	Work to be carried out
2.	Sufficiency of Tender
3.	Discrepancies and Adjustment of Errors
4.	Work Order
5.	Language
6.	Liquidated Damages
7.	Secured Advance
8.	Mobilization Advance
9.	Rates and Escalation
10.	Detailed drawings and instructions
11.	Setting out Work
12.	Materials, Appliances and Employees
13.	Work to be executed in accordance with specifications, drawings, orders etc.
14.	Action in case Work not done as per Specifications
15.	Protection of works and property
16.	Assignment and subletting
17.	Contractor's superintendence
18.	Quantities

19.	Works to be measured
20.	Certificate of payment
21.	Final Measurement
22.	Variations
23.	Valuation of Variations
24.	Insurance of Works
25.	Commencement of Works
26.	Time for completion
27.	Rate of progress
28.	Extension of Time
29.	Completion Certificate
30.	Foreclosure of contract due to abandonment or reduction in scope of work
31.	Settlement of Disputes and Arbitration
32.	Contractor liable for damages, defects during defects liability period
33.	Accidents
34.	Protective safety measures

1. Work to be carried out

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the work. The descriptions given in the Bill of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles. The Contractor will have to coordinate with the other contractor(s) carrying out other civil, furnishing and other services work simultaneously at the site.

2. Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Bill of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

3. Discrepancies and Adjustment of Errors

3.1 The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale.

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

3.3 Unless otherwise specified, latest CPWD Specifications for respective works shall be followed in general. Any additional item of work, if taken up subsequently, shall also conform to the relevant latest CPWD specifications. Should there be any difference or discrepancy between the description of items as given in the bill of quantities, technical specifications mentioned in the tender documents, general and special conditions of contract, I.S. Codes, drawings etc., the following order of preference shall be observed :

- i) Description of items as given in bill of quantities.
- ii) Technical specifications.
- iii) Special conditions of contract
- iv) General conditions of contract
- v) CPWD specifications.
- vi) I.S. Codes.
- vii) Drawings
- viii) Decision of Institute, if above precedence is unable to resolve the discrepancy.

4. Work Order

Within the validity period of the tender, the Institute shall issue a work order to enter into a contract for execution of the work as per the terms of the tender. The work order shall constitute a binding contract between the Institute and the Contractor.

5. Language

The language in which the contract documents shall be drawn shall be English.

6. Liquidated Damages

Time is the essence of the contract. If the contractor fails to maintain the required progress as per the stipulated time period or complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Institute on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated under '*Appendix To Conditions Of Contract*'.

The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this contract with the Institute.

7. Secured Advance

Secured advance equivalent to 75% of rate of the individual items shall be paid to the contractor within 7 working days. The payment towards secured advance will be released only after the material is brought in good condition to the site of work.

8. Mobilization Advance

No mobilization advance will be paid for this contract.

9. Rates and Escalation

No escalation and payment due to increase in prices / wages will be made to the contractor. The rates quoted by the contractor shall remain firm throughout till completion of the work and nothing extra beyond unit rates shall be paid on account of any reason whatsoever. **The rates are inclusive of any cut-outs required in the false ceiling, paneling, partition, etc. for carrying out data and / or any other cable / wire for which no extra payment will be made to the contractor.**

10. Detailed drawings and instructions

The Institute shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary for proper execution of the work at site. All such drawings and instructions shall be consistent with the contract documents, true developments thereof and reasonably inferable there from.

11. Setting out Work

The contractor shall set out the work and shall be responsible for the true and perfect setting out of the same including correctness of the positions, levels, dimensions, and alignment of all parts thereof. The contractor shall get it approved from the Site Engineer appointed by the Institute before commencing and proceeding with the work. If at any time, any error in this respect appears during the progress of the works, irrespective of the fact that the layout had been approved by the Site Engineer, the contractor shall be responsible for the same. The contractor shall at his own expenses rectify such error, if so, required to satisfaction of the Site Engineer.

12. Materials, Appliances and Employees

The contractor shall, at his own expense, provide all materials, required for the works and no material required for carrying out the work shall be supplied by the Institute.

The contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Site Engineer furnish proof, to the satisfaction of the Site Engineer that the materials so comply.

The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behavior is found to be unsatisfactory by the Institute, he shall be removed from the site immediately. The decision of Institute shall be final and binding on the contractor in this regard.

13. Work to be executed in accordance with specifications, drawings, orders etc.

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with the specifications.

14. Action in case Work not done as per Specifications

All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the Engineer-in-Charge including all the superior officers of the Institute and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for the purpose.

15. Protection of works and property

The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Institute's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury,

loss resulting due to his fault or negligence except due to causes beyond his control.

The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Govt and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property in or adjacent to his place of work. The contractor shall take insurance covers as specified elsewhere in the contract at his own cost. The policy shall be taken in joint names of the contractors and Institute.

In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained not withstanding any other provisions elsewhere in the contract agreement. Also, the Contractor shall make good, at his own cost, the damages caused, if any.

16. Assignment and subletting

The whole of work included in the contract shall be executed by the contractor and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or share thereof or interest therein without the written consent of the Institute and no undertaking shall relieve the contractor from the responsibility of the contractor from active superintendence of the work during its progress.

17. Contractor's superintendence

The contractor shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the Institute may consider necessary until the expiry of the defects liability period, stated hereto. The contractor shall depute necessary technical staff for supervision of work.

18. Quantities

The rates quoted for various items shall remain valid for variation of quantity against individual item to any extent. The payment to the contractor shall be made as per the actual work executed based on the joint measurement and quoted unit rates for individual items.

19. Works to be measured

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

20. Certificate of payment

The contractor shall submit interim or running account bill. Payment on account of amount admissible shall be made on certification of the Site Engineer to which the contractor is considered entitled by way of interim payment at such rates as decided by the Site Engineer. The amount admissible shall be paid within 7th working day after the day of certification of the bill by the site engineer subject to the bill is found to be in order with no discrepancies. The Institute shall recover the statutory recoveries and any other dues from the certificate of payment.

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

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

The Institute at his sole discretion make interim advance payments without detailed measurements for work done at 75% of the assessed value. The advance payments so allowed shall be adjusted in final bill by taking detailed measurements thereof.

21. Final Measurement

The final bill shall be submitted by the contractor duly supported by the joint measurements within 15 days of completion of the work. The Institute shall pay the amount within a period of 15 days from the date of completion certified by the Institute provided there is no dispute in respect of rates and quantities. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished.

22. Variations

No alteration, omission or variation ordered in writing by the Institute shall vitiate the contract. In case the Institute thinks proper at any time during the progress of works to make any alteration in, or additions to or omission from the works or any alteration in the kind or quality of the materials to be used therein, the Institute shall give notice thereof in writing to the contractor or shall confirm in writing within seven working days of giving such oral instructions to the contractor and the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice(s) but the contractor shall not do any extra work to or make any alteration or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Institute and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Institute and the same shall be added to or deducted from the contract value, as the case may be.

23. Valuation of Variations

No claim for extra items shall be allowed unless it shall have been executed under the authority of the Institute. Payment for authorized extra items shall be made in accordance with the following provisions.

- a)
 - i) The net rates or prices in the contract shall determine the valuation of the extra item where such extra item is of similar character and executed under similar conditions as the item priced herein.
 - ii) Rates for all items, wherever possible should be derived out of the rates given in the priced bill of quantities.
- b) Where the extra items are not of similar character and/or not executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall inform the Institute of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Institute shall fix such rates as in the circumstances in his opinion are reasonable and proper, based on the market rates.
- c) It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the contractor shall submit rates duly supported by rate analysis. The rate analysis shall be worked out by

considering actual material rates including permissible wastages, labour (30% of the material cost) plus 15% towards establishment charges, contractor's overheads and profit, etc. In addition, service tax, as applicable, shall be payable for working out rates for extra items. However, such items shall not be eligible for escalation.

24. Insurance of Works

Before commencing the execution of work, the Contractor shall, without in any way limiting his obligations and liabilities, insure at his own cost and expense against any damage or loss or injury, which may be caused to any person or property, at site of work. The Contractor shall obtain and submit to the Institute proper Contractor All Risk Insurance Policy for an amount 1.25 times the contract amount for this work. The contractor shall also obtain necessary workmen compensation policy for the workmen employed by the contractor at the site of work.

25. Commencement of Works

The date of commencement of the work will be reckoned as seven calendar days from the date of issue of work order by Institute or the first day when the contractor is instructed to take possession of the site whichever is later.

26. Time for completion

Time is the essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within the period specified under appendix to conditions of contract.

27. Rate of progress

Whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the Institute. Should the rate of progress of the work or any part thereof be at any time be in the opinion of the Institute is slow, to ensure the completion of the whole of the work by the prescribed time or extended time for completion, the Institute shall thereupon take such steps as considered necessary by the Institute to expedite progress of work so as to complete the work by the prescribed time or extended time. Such communications from the Institute neither shall relieve the contractor from fulfilling obligations under the contract nor will he be entitled to raise any claims arising out of such directions.

28. Extension of Time

The time is the essence of the Contract. The execution of the work shall commence from the 7th day from the date of work order or first day when the contractor is instructed to take possession of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Institute shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the EMD absolutely.

28.1 However, If the work(s) be delayed by:

- i) force majeure, or
- ii) abnormally bad weather, or
- iii) serious loss or damage by fire, or
- iv) civil commotion, location commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- v) delay on the part of other contractors or tradesmen engaged by Institute in executing work not forming part of the Contract, or
- vi) any other causes which, in the absolute discretion of the Institute is beyond the Contractor's control.

Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Institute but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Institute to proceed with the works.

28.2 Request for extension of time, to be eligible for consideration, shall be made by the contractor in writing within seven working days of the happening of the event causing delay. The Contractor may indicate in such a request the period for which extension is desired.

28.3 In any such case, the Institute will give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the Contractor by the Institute in writing, within 1 month of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Institute.

In case, the work is not completed within stipulated period of time, the contractor shall apply for extension of time atleast 10 calendar days before the expiry of the scheduled time and while applying for extension of time, he shall furnish detailed reasons and his justification, if any, for the delays.

While granting extension of time, the contractor shall be informed about the extended period which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the Institute, the provision of liquidated damages as stated under relevant clause of liquidated damages shall become applicable. Further contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

29. Completion Certificate

Soon after the completion of the work, the contractor shall give notice of such completion to the Institute and within 3 working days of the receipt of such notice, the Institute shall inspect the work and if there is no defect in the work, the Institute shall furnish the contractor with a completion certificate, otherwise a provisional completion certificate of physical completion indicating defects (a) to be rectified by the contractor and / or (b) for which payment will be made at reduced rates, shall be issued. But no completion certificate shall be issued, nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed, all surplus materials and rubbish etc. and cleaned off the dirt from all parts of the building,

Upon the satisfactory fulfillment by the contractor, the contractor shall be entitled to apply to the Institute for completion of the work. The Institute shall within seven (7) working days of the receipt of the application for completion certificate, issue a completion certificate.

This issuance of a completion certificate shall be without prejudice to the Institute's rights and contractor's liabilities under the contract including the contractor's liability for defects liability period nor shall the issuance of completion certificate in respect of the works or work at any site be construed as a waiver of any right or claim of the Institute against the contractor in respect of works or work at the site and in respect of which the completion certificate has been issued.

30. Foreclosure of contract due to abandonment or reduction in scope of work

If at any time after acceptance of the tender, the Institute decides to abandon or reduce the scope of the work for any reason whatsoever and does not require the whole or any part of the works to be carried out, the Institute shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage

which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

31. Settlement of Disputes and Arbitration

For settlement of disputes, the arbitration shall be conducted in accordance with the provisions of the Arbitration and conciliation Act, 1996(26 of 1996) or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

32. Contractor liable for damages, defects during defects liability period

The contractor shall be liable for damages, defects during defects liability period of 12 months from the date of completion. On arising of defect or improper materials or workmanship, the contractor shall, upon receipt of a notice in writing from the Institute, make the same good at his own expense or in default, the Institute cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his performance security.

33. Accidents

The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the Institute. The contractor shall also report such accident immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

34. Protective safety measures

Necessary protective and safety equipment shall be provided to the workers & supervisory staff by the Contractor at his own cost and used at site.

SPECIAL CONDITIONS OF CONTRACT

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1. Scope of Work and site address

The scope of work and site address - as defined under scope of work, appendix to conditions of contract.

2. Tender documents

The information and data mentioned in the tender document have been furnished, in good faith, for general information and guidance only. The Institute shall not bear any responsibility for the lack of knowledge and also the consequences, thereof to the Contractor.

3. Contractor to verify site measurement

The contractor shall check and verify all site measurements to enable them to prepare their own shop drawings.

4. Water Supply

No water supply is available. The contractor has to make his own arrangement.

5. Power

No power supply is available. The contractor has to make his own arrangement for executing the work.

6. Office Accommodation

No exclusive office accommodation will be provided at site of work.

7. Labour accommodation

No labour accommodation is available at the site of work. The labour shall not be allowed to stay in the premises and the Contractor shall make his own arrangements for labour accommodation.

8. Dismissal of Workmen

The contractor shall on the request of the Institute immediately dismiss from works any person employed thereon by him, who may in the opinion of the Institute be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the Institute or any of their officer or employee.

9. Precautionary measures

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

10. Incidental cost

The nomenclature of the item given in the bill of quantities gives in general the work content but is not exhaustive i.e. does not mention all the incidental works required to be carried out for complete execution of the item of work. The work shall be carried out , all in accordance with true intent and meaning of the specifications and the drawings taken together, regardless of whether the same may or may not be particularly shown on the drawings and / or described in the specifications, provided that the same can be reasonably inferred there from. There may be several incidental works, which are not mentioned in the nomenclature of each item but will be necessary to complete the item in all respect. All these incidental works / costs which are not mentioned in item nomenclature but are necessary to complete the item shall be deemed to have been included in the rates quoted by the contractor for various items in the bill of quantities. No adjustment of rates shall be made for any variation in quantum of incidental works due to variation / change in actual working drawings. Also, no adjustment of rates shall be made due to any change in incidental works or any other deviation in such element of work (which is incidental to the items of work and are necessary to complete such items in all respects) on account of the directions of the Engineer-in-Charge. Nothing extra shall be payable on this account.

11. Work to be kept in good condition

The Contractor shall maintain all the work in good condition till the completion of entire work. The Institute shall not be responsible for any claims for injuries to person/workmen or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the Contractor or of any other of his representatives, in his employment during the execution of

the work. The compensation, if any, shall be paid directly to the Department / authority / persons concerned, by the Contractor at his own cost.

12. Idle Labour

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

13. Storage of Materials

The Institute shall provide necessary space for storage of the material supplied by the contractor and maintain proper sheds for the proper storage and adequate protection of materials etc and other work that may be executed on the site including the tools and materials of nominated sub-contractors and remove same on completion.

14. Guarantee:

All equipment shall be guaranteed for a minimum period of 12 months from the date of completion against unsatisfactory performance and/or break down due to defective design, workmanship of material. The equipment or components, or any part thereof, so found defective during guarantee period shall be forthwith repaired or replaced free of cost, to the satisfaction of the Institute. In case, it is felt by the Institute that undue delay is being caused by the contractor in doing this, the same will be got done by the Institute at the risk and cost of the contractor. The decision of the Institute in this regard shall be final. The firm will be required to attend to the breakdowns calls as and when required.

All equipment and materials to be used in the work shall be brand new having its date of manufacturing not more than 6 month old from the date of delivery at site with manufacturer's certificates, warrantee cards, technical catalogues, instructions, manuals and wiring diagrams etc.

In order to ensure genuineness of equipment/materials, copy of invoice of each equipment/materials, custom clearance paper in case of imported materials duly authenticated by tenderer shall be invariably produced to Institute. No payment shall be released to the contractor in absence of the aforesaid documents.

15. Declaration

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

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

Signature of Tenderer

Witness :

Address :

Date :
