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**Setting Up Cell Culture Facility in Teaching & Research Block-I (PTBT First Floor) at NIPER, S.A.S. Nagar  
Tender ID 2024\_DPHAR\_834771\_1.**

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SECTION-I	PRESS NOTICE	
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### NOTICE INVITING e-COMPOSITE TENDER

The National Institute of Pharmaceutical Education & Research (NIPER), Sector-67, S.A.S. Nagar-160062 invites **online Item Rate bids** on behalf of the Director NIPER, S.A.S. Nagar from agencies enlisted with CPWD, State PWD, MES and Railway Or Specialized Agency dealing in similar type of work on two bid system (Eligibility Bid & Financial Bid) for the following work :-

1.	Name of work & Location	Setting Up Cell Culture Facility in Teaching & Research Block-I (PTBT First Floor) at NIPER, S.A.S. Nagar
2.	Estimated cost put to bid	<b>Rs. 19,15,109/-</b>
3.	Earnest Money	Rs. 38,300/-,
4.	Period of Completion	03 months

#### Critical Date Section

1	Date of submission of e-tender	Start Date 14.11.2024 at 09.00 AM End Date : 05.12.2024 at 03.00 P.M
2	Opening of Technical Bid (online)	06.12.2024 at 03.00 P.M

Director, NIPER reserves the right to reject any or all tenders without assigning any reasons. Corrigendum/Addendum or Cancellation of this advertisement, if any, shall be published on NIPER Website and <http://eprocure.gov.in/>.

The tender forms and other details can be obtained from the website: <http://eprocure.gov.in/> and official website of the NIPER, S.A.S. Nagar at <http://niper.gov.in>. Press notice is also available on NIPER website. **The contractors are requested to get their firm registered on the website <http://eprocure.gov.in/>, for participating in e-tendering process.**

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SECTION-II	CHECK LIST	
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**CHECK LIST FOR CONTRACTORS FOR SUBMISSION OF TENDERS ONLINE:**

1. THE CONTRACTOR MUST UPLOAD THE NECESSARY DOCUMENTS AS MENTIONED IN LIST OF DOCUMENTS TO BE SCANNED AND UPLOADED WITHIN THE PERIOD OF BID SUBMISSION AT **PAGE 09** OF BID DOCUMENTS.
2. **IF ANY DISCREPANCY IS NOTICED BETWEEN UPLOADED EMD AT THE TIME OF SUBMISSION OF BID AND EMD SUBMITTED BY THE BIDDERS IN THE OFFICE OF BID OPENING AUTHORITY, THE BID SUBMITTED SHALL BECOME INVALID.**
3. TENDER TO BE WITNESSED AT SPECIFIED PAGE OF TENDERED DOCUMENTS AT THE TIME OF DRAWING AGREEMENT WITH THE SUCCESSFUL BIDDER
4. THE TENDER / TENDERS CONTAINING CONDITIONS CONTRARY TO THOSE SPECIFIED IN THIS DOCUMENT SHALL BE SUMMARILY REJECTED.
5. THE INTENDING BIDDER SHALL QUOTE HIS ITEM RATES IN FIGURE ONLY. THE PERCENTAGE RATES IN WORDS & AMOUNT IS GENERATED AUTOMATICALLY. THEREFORE, THE PERCENTAGE RATE QUOTED BY THE BIDDER IN FIGURES IS TO BE TAKEN AS CORRECT.
6. THE CONTRACTOR(S) SHALL QUOTE THE RATES KEEPING IN MIND, GENERAL TERMS & CONDITIONS OF CONTRACT, TECHNICAL SPECIFICATIONS, SCOPE OF WORK, CLAUSES OF CONTRACT SPECIAL CONDITIONS OF CONTRACT ETC.
7. ONCE THE BID UPLOADED BY THE BIDDER IS WITHDRAWN, HE WILL NOT BE ALLOWED TO RESUBMIT HIS BID, HOWEVER, HE CAN EDIT HIS BID ANY NUMBER OF TIMES BUT BEFORE LAST DATE & TIME OF SUBMISSION OF BID.

<b><u>SECTION-III</u></b>	<b><u>Form- 6 FOR e COMPOSITE TENDERING</u></b>	
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1. The **online Item Rate bids** are invited on behalf of the Director NIPER, S.A.S. Nagar from agencies enlisted with CPWD, State PWD, MES and Railway Or Specialized Agency dealing in similar type of work on two bid system for the **work of "Setting Up Cell Culture Facility in Teaching & Research Block-I (PTBT First Floor) at NIPER, S.A.S. Nagar"**.
  - 1.1 The work is estimated to cost **Rs. 19,15,109/-**. This estimate, however, is given merely as a rough guide.
  - 1.2 Contractors who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted
    - 1.2.1 Intending bidders is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having:-  
Average annual financial turnover during the last 3 years ending 31<sup>st</sup> March of previous financial year should be at least **Rs. 9.56 Lakhs**.  
  
Should not have incurred loss in more than 2 years during the last 3 years ending 31<sup>st</sup> March of previous financial year.  
  
Satisfactorily completed three similar work each costing not less than **Rs 7.66 Lakh** OR two similar jobs each costing not less than **Rs. 11.49 Lakh** OR one similar jobs costing not less than **Rs. 15.32 Lakh** in last 7 years ending previous day of last date of submission of bids. (**Similar work shall mean composite work of "Civil , Electrical, AC and allied works Or Setup of Cell Culture Lab Facility"**)  
  
The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for bids.
      - 1.2.2 **To become eligible, the bidders shall have to furnish an affidavit as under:-**  
I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in NIPER, S.A.S. Nagar in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee. (**Scanned copy to be uploaded at the time of submission of bid**)
    - 1.2.3 The bidders should have Valid PAN No.
    - 1.2.4 The bidders should have Certificate of Registration for GST.
    - 1.2.5 It is presumed that all the bidders who have submitted the bid have gone through the entire bid documents including integrity pact and that all the terms & conditions are acceptable to them.
    - 1.2.6 If any agency/contractor has more than 2 (two) projects pending for more than 1 (one) year after schedule date of completion or has any 1 (one) project pending for more than 2 (two) years after schedule date of completion in NIPER, S.A.S. Nagar, he is not eligible for tendering.
2. Agreement shall be drawn with the successful bidders on General Conditions of Contract is enclosed herewith for submission within 10 days from the award of order and the bidders shall quote his rates as per various terms

and conditions of the said form subject to the exclusions / modifications attached at along with amendments uploaded on the official website of the Institute which will form part of the agreement.

3. The time allowed for carrying out the work will be **Three months** from the date of start as defined in Schedule-F or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any.
4. (i) The site will be available for start and execution of work in parts. Accordingly Contractor have to manage their construction schedule and nothing extra will be paid to the contractor on this account.  
  
(ii) The architectural and structural drawing shall be made available in phased manner as per requirement of the same as per programme of completion submitted by contractor of the award of work.
5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except General Conditions of Contract Form can be seen on website <http://eprocure.gov.in> and official website of the NIPER, S.A.S. Nagar at <http://niper.gov.in> or in Engg Office, NIPER, S.A.S. Nagar free of cost.
6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
7. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
8. When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
9. **The tenderer shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 38,300/- (Rupees Thirty Eight thousand Three hundred only) which is refundable by RTGS/NEFT favour of “Director NIPER”, having A/c No. 55034549623, IFS Code SBIN004421, State bank of India, SPL, Housing Finance Branch, Phase-10, SAS Nagar, Mohali (other than lowest). It is further required that the the E-receipt/UTR No./proof of deposit of EMD attached with technical bid and e\_tendering mode along with other relevant documents.**

The EMD. Bid Security shall be accepted in the form of Insurance Security Bonds/ Account Payee Demand Draft, Fixed Deposit Receipt, Bankers cheque or Bank Guarantee including E-Bank Guarantee from any commercial bank or online payment in an acceptable form.

Interested contractor who wish to participate in the bid has also to make following payments within the period of bid submission:

Copy of certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder within a week physically in the office of tender opening authority.

The bid submitted shall be opened on \_\_\_\_\_ at \_\_\_\_\_ AM/PM

10. The bid submitted shall become invalid if:
  - (i) The bidder is found ineligible.
  - (ii) The bidder does not upload all the documents (PAN No. & GST registration etc.) as stipulated in the bid document.
  - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.

- (iv) The intending bidder does not deposit original EMD.
- (v) If a tenderer does not quote of any item, the tender shall be treated as invalid and will not be considered as lowest tenderer.
- (vi) If a tendered amount works out to "Zero" as per **online Item Rate bids** quoted by the bidder, the tender shall be treated as invalid and will not be considered as lowest tenderer.

11. The contractor whose bid is accepted, will be required to furnish performance guarantee within the period specified in Schedule F. This guarantee shall be in the form of **“Performance Security (Guarantee) may be furnished in the form of Insurance Surety Bond”, Account Payee Demand Draft, Fixed Deposit Receipt from a commercial bank in India or online payment in an acceptable form”**. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule ‘F’ including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The Earnest Money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.

The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. if applicable and also ensure the compliance of aforesaid provisions by the contractor, if any engaged by the sub contractor for the said work and Programme Chart (Time and Progress) within the Period specified in Schedule F.

***Performance guarantee shall be released to the contractor only after the satisfactory handing over the site to the department***

12. The description of the work is as follows:

**"Setting Up Cell Culture Facility in Teaching & Research Block-I (PTBT First Floor) at NIPER, S.A.S. Nagar".**

Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidders shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidders implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

- 13. Director, NIPER, S.A.S. Nagar does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
- 14. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
- 15. Director, NIPER, S.A.S. Nagar reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
- 16. The contractor shall not be permitted to bid for works in the Institute’s Engineering Department (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Assistant Engineer (both inclusive). He shall also intimate the

names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Institute. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of NIPER

17. No Engineer or other officers employed in Engineering or Administrative duties in Institute is allowed to work as a contractor for a period of one year after his retirement from Institute's service without the previous permission of the competent authority in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the competent authority as aforesaid before submission of the tender or engagement in the contractor's service.
18. The bid for the works shall remain open for acceptance for a period of Ninety (90) days from the date of opening of bids. If any bidders withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.

**19. SIGNING OF CONTRACT**

The successful tenderer/ contractor, on acceptance of his tender by the Accepting authority shall, within 15 days from the stipulated date of start of the work sign the contract consisting of:

- i) The notice inviting tender, all the documents including drawings if any forming the tender as issued at the time of invitation of tender and accepting thereof together with any correspondence leading thereto.
- ii) Standard form consisting as mentioned in schedule F consisting of:
  - a) Various standard clauses with corrections up to date stipulated in schedule F along with annexure thereto.
  - b) Safety codes
  - c) Model rules for the protection of health, sanitary arrangements for the workers employed by the contractor.
  - d) Contractor's labour regulations.  
List of acts and omissions for which fines can be imposed.

**20. For Composite Bids**

21. All the payments to the contractor shall be deposited in their bank account through RTGS and the contractor shall submit the detail of his bank account & IFSC code after award of work.
22. In case, date for opening of Eligibility / Financial bid is declared/happens to be public holiday, the Eligibility / Financial bid will be opened on the next working day.

(Signatures of the Tenderer)

SECTION-IV	INFORMATION AND INSTRUCTIONS FOR BIDDERS	
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### INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING FORMING PART OF BID DOCUMENT

On behalf of the Director, NIPER, S.A.S. Nagar invites **online Item Rate bids** from agencies enlisted with CPWD, State PWD, MES and Railway Or Specialized Agency dealing in similar type of work on two bid system for the following work:-

1.	Name of work & Location	<b>"Setting Up Cell Culture Facility in Teaching &amp; Research Block-I (PTBT First Floor) at NIPER, S.A.S. Nagar".</b>
2.	Estimated cost put to bid	Rs. 19,15,109/-
3.	Earnest Money	Rs. 38,300/-
4.	Period of Completion	Three (03) Months

1. Contractors who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted
  - a) Should have satisfactorily completed the jobs as mentioned below during the last Seven years ending previous day of last date of submission of bids.

Three similar jobs each costing not less than **Rs. 7.66 Lakh** OR two similar jobs each costing not less than **Rs. 11.49 Lakh** OR one similar jobs costing not less than **Rs. 15.32 Lakh** in last 7 years ending previous day of last date of submission of bids. (S Similar work shall mean composite work of "Civil , Electrical, AC and allied works Or Setup of Cell Culture Lab facility")

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of applications for bids.

2. The intending bidder must read the terms and conditions of Form-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
3. Information and Instructions for bidders posted on website shall form of bid document.
4. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from the website: <http://eprocure.gov.in> and official website of the NIPER, S.A.S. Nagar at <http://niper.gov.in> or in Engg Office, NIPER, S.A.S. Nagar free of cost.
5. But the bid can only be submitted after uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker`s Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee of any Scheduled Bank towards EMD in favour of Director, NIPER, S.A.S. Nagar and other documents as specified.
6. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on **online Item Rate** bidding process as per details available on the website.
7. The intending bidder must have valid class-III digital signature to submit the bid.



8. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
9. Contractor can upload documents in the form of **JPG** format and **PDF** format.
10. Contractor must ensure to quote **online Item Rate bids** in the **Schedule of Quantity**.
11. The Eligibility bid shall be opened first on due date and time as mentioned above. The financial bid of contractors qualifying the eligibility bid shall be opened at a later date as mentioned in the Press Notice Inviting Tender.
12. The agency shall submit the status of his firm w.r.t. proprietary firm / partnership firm or Limited company as per detail given below:-

If the bidder is a proprietary firm, a self undertaking of the proprietorship shall be uploaded by the bidder.


If the bidder is a firm in partnership, the bid documents shall be signed by all the partners of the firm above their full typewritten names and current addresses, or, alternatively, by a partner holding power of attorney for the firm. In the later case a certified copy of the power of attorney should be uploaded. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should also be uploaded.

If the bidder is a limited company or a corporation, the bid documents shall be signed by a duly authorized person holding power of attorney for signing the bid documents accompanied by a copy of the power of attorney / Authorization Letter. The bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

13. **LIST OF DOCUMENTS TO BE SCANNED AND UPLOADED WITHIN THE PERIOD OF BID SUBMISSION:**
  - a. Scanned copy of proof of submission of deposit of EMD.
  - b. Scanned copy of Enlistment. (Except for Specialized Agencies)
  - c. Scanned copy of PAN Card.
  - d. Scanned copy of financial certificate from CA for the last three financial years .
  - e. Scanned copy of work experience.
  - f. Scanned copy of partnership deed.
  - g. Scanned copy of Power of Attorney.
  - h. Scanned copy of Tender Acceptance Letter.

(Signatures of the Tenderer)

**Form- 7/8**

<b>SECTION-V</b>	<b>TENDER AND CONTRACT</b>	
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**Tender & Contract For Work**

Tender for the work of "Setting Up Cell Culture Facility in Teaching & Research Block-I (PTBT First Floor) at NIPER, S.A.S. Nagar".

1.	Name of Work & Location.	<b>"Setting Up Cell Culture Facility in Teaching &amp; Research Block-I (PTBT First Floor) at NIPER, S.A.S. Nagar "</b> .
2.	Estimated Cost put to Bid.	<b>Rs. 19,15,109/-</b>
3.	Earnest Money.	Rs. 38,300/-
4.	Period of Completion	03 Months.

**TENDER**

I/we have read and examined the notice inviting tender, schedule A,B,C,D,E & F specifications applicable, Drawings and Designs, General Rules and Directions, conditions of Contract, clauses of contract, special conditions, additional terms & conditions & specifications, schedule of rate and other documents and rules referred to in the conditions of contract and all other contents in the tender documents for the work .

I/we hereby tender for the execution of the work specified for the Institute within the time specified in schedule 'F' viz. schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of general rules and Directions and in Clause 11 of the conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

I/we agree to keep the tender open for 90 days from the due date of opening of financial bid and not to make any modifications in its terms and conditions.

The proof of submission of amount of EMD **Rs. 38,300/-** is hereby forwarded. If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the said the Director, NIPER or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that Director NIPER or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely. The said performance guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviation as may be ordered mentioned in Schedule-F and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of institute, then I/We shall be debarred for tendering in NIPER, S.A.S. Nagar in future forever. Also, if such a violation comes to the notice of institute before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

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

Dated:-	Signature of Contractor
Witness:	Postal Address:
Address:	Telephone No.:
Occupation:	Fax No.:
	E-Mail.:


**ACCEPTANCE**

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Institute for a sum of Rs.\_\_\_\_\_

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

- i) \_\_\_\_\_
- ii) \_\_\_\_\_
- iii) \_\_\_\_\_

Dated\_\_\_\_\_ For & on behalf of the Director,  
NIPER, S.A.S. Nagar.

SECTION-VI	INTEGRITY PACT	
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To,

.....,  
 .....  
 .....

Sub: NIT No. \_\_\_\_\_ for the work **"Setting Up Cell Culture Facility in Teaching & Research Block-I (PTBT First Floor) at NIPER, S.A.S. Nagar"**.

Dear Sir,

It is here by declared that NIPER, S.A.S. Nagar is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the Institute.

Yours faithfully

For & on behalf of the Director,  
 NIPER, S.A.S. Nagar.

Dated \_\_\_\_\_

To,

NIPER, S.A.S. Nagar,  
.....,  
.....

Sub: Submission of Tender for the work of "**Setting Up Cell Culture Facility in Teaching & Research Block-I (PTBT First Floor) at NIPER, S.A.S. Nagar**".

Dear Sir,

I/We acknowledge that NIPER, S.A.S. Nagar is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process.

I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT. I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by NIPER, S.A.S. Nagar. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

**I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, NIPER, S.A.S. Nagar shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.**

Yours faithfully

(Duly authorized signatory of the Bidder)

**To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Institute.**

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this ..... day of .....20..... **BETWEEN** Director, NIPER, S.A.S. Nagar (Hereinafter referred as the (Address of Division) ‘**Principal/Owner**’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

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

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

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

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

**Article 1: Commitment of the Principal/Owner**

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

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

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

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

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

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

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

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

- a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
- b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to omit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Institute interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

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

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes.

The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

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

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

#### **Article 4: Previous Transgression**

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

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

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

#### **Article 6- Duration of the Pact**

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

#### **Article 7- Other Provisions**

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



**Article 8- LEGAL AND PRIOR RIGHTS**

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

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....  
(For and on behalf of Principal/Owner)

.....  
(For and on behalf of Bidder/Contractor)

**WITNESSES:**

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

2. ....  
(signature, name and address)

Place:

Dated :

**PERFORMA FOR BANK GUARANTEE (PERFORMANCE)**

Whereas the National Institute of Pharmaceutical Education & Research (hereinafter called NIPER which expression shall include its successors and assigns) having awarded a work order/ contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called the contract ) for \_\_\_\_\_ to M/s \_\_\_\_\_ hereinafter of \_\_\_\_\_ subject to the terms and conditions contained in the contract.

Whereas the terms and conditions of the contract require the contractor to furnish a bank guarantee for Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) being \_\_\_\_\_% of the total value of the contract for proper execution and due fulfillment of the terms and conditions contained in the contract.

We, the \_\_\_\_\_ Bank, (hereinafter called the “Bank” ) do hereby unconditionally and irrevocably undertake to pay to NIPER immediately on demand in writing an without protest/ or demur all moneys payable by the contractor to NIPER in connection with the execution of and performance of the works/ equipment , inclusive of any loss, damages, charges, caused to or suffered by NIPER by reasons of any breach by the contained n the contract as specified in notice of demand made by NIPER to the bank. Any such demand made by NIPER on the bank shall be conclusive evidence of the amount due and payable by the bank under this guarantee. However, the bank’s liability under this guarantee shall be limited to Rs. \_\_\_\_\_ in the aggregate and the bank hereby agreed to the following terms and conditions:-


- I. This guarantee shall be a continuing guarantee an irrevocable for all claims of NIER as specified above and shall be valid during the period specified for the performance of the contract including the period of maintenance/ warranty i.e. up to \_\_\_\_\_.
- II. We, the said bank further agree with NIPER that NIPER shall have the fullest liberty without our consent and without affecting in any manner our obligations the terms and conditions of the said contract or to extend time for performance of contact by the contractor from time to time any of the powers exercisable by contract and to bear or enforce any of the terms and conditions relating to the said contract an we shall not be relieved from our liability by reason of any such variations of extension being granted to the contractor or for any forbearance, act or omission on the part of NIPER or any indulgence by NIPER to the contractor of by any such matter or thing whatsoever, which under the law relating to the sureties, would, but for this provision, have effect of so relieving us.
- III. This guarantee/ undertaking shall be in addition to any other guarantee or security whatsoever NIPER may now or at any time have in relation to the company shall have full recourse to or enforce the security in preference to any other security or guarantee which the NIPER may have or obtained and there shall be no forbearance on the part of the company in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its liability. It shall not be necessary for NIPER to proceed against the said contractor before proceedings against the Bank.
- IV. This guarantee/ undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to NIPER in terms thief and paid by the Bank
- V. The bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the Bank ‘in terms hereof shall not be otherwise affected or suspended by reasons of any dispute or disputes having been raised by the contractor (whether or not pending before any arbitrator, Tribunal or court) or any denial of liability by the contractor stopping or preventing or purporting to stop or prevent any payment by the bank to NIPER in terms hereof.

We, the said bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of NIPER in writing. Unless a claim is made in writing within six month from the date of expiry of this guarantee i.e. .... We hall be relieved from all liabilities under this guarantee thereafter.

Signed  
This.....day of .....20.....at.....

For and on behalf of Bank

WITNESS:  
1. \_\_\_\_\_  
2. \_\_\_\_\_

<b>SECTION-VII</b>	<b>PROFORMA OF SCHEDULE A TO F</b>	
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(Separate Performa for Civil, Elect. & Hort. Works in case of Composite Tenders)  
(Operative Schedules to be supplied separately to each intending tenderer)

**SCHEDULE 'A'**

Schedule of quantities attached.

**SCHEDULE 'B' : NOT APPLICABLE**

Schedule of materials to be issued to the contractor.

S.No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of Issue
1	2	3	4	5

**SCHEDULE 'C' : NOT APPLICABLE**

Tools and plants to be hired to the contractor

Sl. No.	Description	Hire charges per day	Place of Issue
1	2	3	4

**SCHEDULE 'D'**

Extra schedule for specific requirements/document for the work, if any. **As mentioned in tender documents.**

**SCHEDULE 'E'**

Reference to General Conditions of contract.

2. Name of work : **"Setting Up Cell Culture Facility in Teaching & Research Block-I (PTBT First Floor) at NIPER, S.A.S. Nagar".**

Estimated cost of work : Rs. 19,15,109/-

(i) Earnest money : Rs. 38,300/-

(ii) Performance Guarantee : 5% of tendered value.

(iii) Security Deposit : 5% of tendered value.

**SCHEDULE 'F'**

GENERAL RULES & DIRECTIONS : Officer inviting tender

Maximum quantity of items of work

to be executed beyond which rates are to be determined in accordance with Clauses 12.2, 12.3 & 12.5.

See below

Definitions :

- 2(v) Engineer-in-Charge : Assistant Engineer (Civil), NIPER, Mohali  
Assistant Engineer (Electrical), NIPER, Mohali  
Junior Engineer (Mechanical ), NIPER, Mohali
- 2(viii) Accepting Authority : Director ,NIPER
- 2(x) Percentage on cost of materials and labour to cover all overheads and profits. : 15%
- 2(xi) Standard Schedule of Rates : DSR 2021.
- 2(xii) Department : NIPER Mohali..
- 9(ii) Standard contract Form : General condition of contract

### Clauses of Contract

#### Clause 1

- (i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance : 7 days
- (ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above : 3 days with late fee @ 0.1 % per . (non refundable )

#### Clause 2

Authority for fixing compensation under clause 2. : Director NIPER

#### Clause 2A

Whether Clause 2A shall be applicable : Not applicable

#### Clause 5

- i) Time allowed for execution of work. : 03 months
- ii) Number of days from the date of issue of letter of acceptance for reckoning date of start : 15 days

Mile stone(s) as per table given below:-

S. No.	Financial Progress	Time Allowed (from date of start)	Amount to be withheld in case of non-achievement of milestone
1	1/8 <sup>th</sup> (of Whole work)	1/4 <sup>th</sup> (of whole time)	In the event of not achieving the necessary progress as assessed from the running payments 1% of the tendered value of work will be withheld for failures of each milestone.
2	3/8 <sup>th</sup> (of Whole work)	1/2 <sup>th</sup> (of whole time)	
3	3/4 <sup>th</sup> (of Whole work)	3/4 <sup>th</sup> (of whole time)	
4	Full	Full	

Authority to decide:

- (i) Extension of time : Director NIPER
- (ii) Rescheduling of mile stones : Director NIPER

Clause 6, 6A

Clause applicable - (6 or 6A) : 6 A

Clause 7

Gross work to be done together with net payment/ adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment. : RS.....

Clause 10A

as per NIT conditions

Clause 10B(ii) Whether Clause 10 B (ii) shall be applicable NOT APPLICABLE

Clause 10 C

– Not Applicable.

Component of labour expressed as percent of value of work: = ..... %

**Clause 10 CC**

**– Not Applicable**

**A. For construction period**

S No.	Relevant component of Material /Labour for price escalation	Percentage of total value of work
1.	Cement component	
2.	Labour component	
3.	Civil Component of other Construction Materials	
4.	E&M (Electrical and Mechanical) component of Construction Materials	
5.	POL (Diesel) component Reinforcement steel bars/TMT bars/structural steels (including strands and cables) component	
6.	Bitumen component Total 100% B.	
7.	Total	100%

**B. For maintenance period**

S. No.	Relevant component of Material /Labour for price escalation	Percentage of total value of work
	Labour component	
	Civil Component of other Construction Materials	
	E&M (Electrical and Mechanical) component of Construction Materials	
	Bitumen component (For Road work component)	
	Total	100%

Clause 11 Specifications to be followed for execution of work

: (i) CPWD specifications.

Clause 12

Type of work

: **"Civil and Electrical Composite Work"**

12.2 & 12.3

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

: No limitation.

12.5

(i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work

: No limitation.

Clause 16

Competent Authority for deciding reduced rates : Director NIPER

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site:- As per NIT requirement.

Clause 19

**Clause-25: Constitution of Dispute Redressal Committee (DRC):**

FOR TOTAL CLAIMS UPTO RS. 25 LAKHS				
Name of office	Chairman	Member Secretary	Member	Presenting Officer
NIPER, Sector-67, S.A.S. Nagar. Pin- 160062	As decided by the Director, NIPER, S.A.S. Nagar.			Engineer-in-Charge of the work
FOR TOTAL CLAIMS MORE THAN RS. 25 LAKHS				
Name of office	Chairman	Member Secretary	Member	Presenting Officer
NIPER, Sector-67, S.A.S. Nagar. Pin- 160062	As decided by the Director, NIPER, S.A.S. Nagar.			Engineer-in-Charge of the work

Place of arbitration: S.A.S. Nagar. (Mohali).

Clause 36 (i)

**Requirement of Technical Representative(s) and recovery Rate.**

SI No.	Minimum Qualification of Technical/ Technical representative)	Discipline	Designation (Principal Technical Representative	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1.	Graduate Engineer or Diploma Engineer	Civil	Technical Representative	2-5 years	1 No.	Rs. 25000/- per month	Rupees Fifteen thousand per month

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.

Diploma holder with minimum 10 year relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

Clause 42

(I) (a) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of.....

Delhi Schedule of Rates  
printed by C.P.W.D.

ii) Variations permissible on theoretical quantities:

(a) Cement

For works with estimated cost put to tender not more than Rs. 5 lakh.

For works with estimated cost put to

3% plus/minus.

tender more than Rs.5 lakh.	2% plus/minus.
(b) Bitumen All Works	0.3% ± plus/ minus.
(c) Steel Reinforcement and structural steel sections for each diameter, section and category	2% plus/minus
(d) All other materials.	Nil

## RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

Sl No.	Description of Item	Rates in figures and words at which recovery shall be made from the Contractor	
		Excess beyond permissible variation	Less use beyond permissible variation
1.	Cement	....NIL....	As per CPWD manual
2.	Steel reinforcement	....NIL....	-do-
3.	Structural Sections	....NIL....	-do-

Preferred Makes : As attached.

(Signatures of the Tenderer)

<b>SECTION-VIII</b>	<b>SPECIAL TERMS AND CONDITIONS</b>	
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1. The Director, NIPER, S.A.S. Nagar reserves the right to accept/reject any or all tenders without assigning any reason thereof.
2. All the disputes concerning this tender in any way are subject to S.A.S. Nagar/ Chandigarh Jurisdiction only.
3. The site will be available for start and execution of work in parts.
4. The institute reserves the right to revise or amend the tender documents prior to the date notified for opening of the tenders and also the right to postpone the date of presentation and opening of tenders without assigning any reason, whatsoever.
5. Except for the items, for which Particular Specifications are given or where it is specifically mentioned otherwise in the description of the items in the schedule of quantities, the work shall generally be carried out in accordance with the “**CPWD specifications 2019 Vol. I & II**” with upto date correction slips, additional / Particular Specifications, Architectural / structural drawings and as per instructions of Engineer-in-Charge.
6. In case of any difference or discrepancy between the description of items as given in the schedule of quantities, particular specifications for individual items of work (including special conditions) or in the drawings. etc., the following order of preference shall be observed:
  - (a) Nomenclature of item as per Schedule of Quantities
  - (b) CPWD Specifications.
  - (c) Architectural Drawings
  - (d) Indian Standard Specifications of B.I.S.
7. All non-schedule items shall be governed by Manufacturers’ specifications.
8. If there are varying or conflicting provisions made in any one document forming part of the contract, the accepting authority shall be the deciding authority with regards to the intention of the document and his decision shall be final and binding on the contract.
9. Any error in description, quantity or rate in schedule of quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawing and specifications or from any part of his obligations under the contract.
10. “In the event of any variation/ discrepancy in the drawings, specifications and tender documents etc. the decision of the Engineer-in-charge shall be final binding and conclusive on the contractor and in the case the contractor have any doubt and the same should be got clarified immediately from the Engineer-in-charge and no claim of the contractor shall be entertained thereafter. Moreover, the agency is not allowed to take benefit out of any clerical/ grammatical mistake in the standard clauses/Schedule of Quantities/Specifications etc. being used in the agreement”.
11. The works to be governed by this contract shall cover delivery and transportation upto destination, safe custody at site, insurance, erection, testing and commissioning of the entire works.
12. The works to be undertaken by the contractor shall inter alia include the following:
  - (a) Preparation of detailed SHOP drawings and AS BUILT drawings wherever applicable.
  - (b) Obtaining of Statutory permissions where-ever applicable and required.
  - (c) Pre-commissioning tests as per relevant standard specifications, code of practice, Acts and Rules wherever required.
  - (d) Warranty obligation for the equipments and/or fittings/fixtures supplied by the contractor.
13. Contractor shall provide all the shop drawings for all the co-ordinated services before starting any work or placing any order for any of the services MEP system etc. These shop drawings shall be got approved from engineer in-charge before implementation and this shall be binding on the contractor. The contractor shall submit material submittals along with material sample for site engineer approval prior to delivery of material at site.



14. Any reference made to any Indian Standard Specifications, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards upto last date of receipt of tenders. The Contractor shall keep at his own cost all such publications including relevant Indian Standard Codes applicable to the work at site.
15. The work shall be executed and measured as per metric dimensions given in the Schedule of Quantities, drawings etc. (FPS units wherever indicated are for guidelines only).
16. The work should be planned in a systematic manner so that chase cuttings in the walls, ceilings and floors is minimized. Wherever absolutely essential, the chase shall be cut using chase cutting machines. Chases will not be allowed to be cut using hammer / chisel. The electrical boxes should be fixed in walls simultaneously while raising the brick work. The contractor shall ensure proper co-ordination of various disciplines viz. sanitary & water supply, horticulture & electrical etc.
17. All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested before covering.
18. Samples including brand / quality of materials and fittings to be used in the work shall be got approved from the Engineer-in-Charge, well in advance of actual execution and shall be preserved till the completion of the work.
19. Equipments like concrete pumps excavators/Transit mixers etc. shall be allowed to be moved away from the site when, in written opinion of Engineer-in-Charge, the same are no longer required at site of work.
20. The contractor, his authorized representative, workmen etc. shall strictly observe orders pertaining to fire precautions prevailing in the area.
21. Contractor(s) shall study the soil investigation report for the site, available in the office of the Engineer-in-Charge and satisfy himself about complete characteristics of soil and other parameters at site. However, no claim on the alleged inadequacy or incorrectness of the soil data supplied by the department shall be entertained.
22. The tenderer shall see the approaches to the site. In case any approach from main road is required at site or existing approach is to be improved and maintained for cartage of materials by the contractor, the same shall be provided, improved and maintained by the contractor at his own cost.
23. Contractor shall take all precautionary measures to avoid any damage to adjoining property. All necessary arrangement shall be made at his own cost.
24. The contractor shall take all precautions to avoid 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 to work due to negligence on his part. No hindrances shall be caused to traffic, during the execution of the work.
25. The contractor shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, compound wall, services etc. are to be constructed.
26. The contractor shall provide at his own cost suitable weighing, surveying and leveling and measuring arrangements as may be necessary at site for checking. All such equipments shall be got calibrated in advance from laboratory, approved by the Engineer-in-Charge. Nothing extra shall be payable on this account.
27. Contractor shall provide permanent bench marks, flag tops and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the levels and locations, given in the Architectural and plumbing drawings.
28. The work shall be carried out in accordance with the Architectural drawings and Structural drawings, to be issued from time to time, by the Engineer-in-Charge. Before commencement of any item of work, the contractor shall correlate all the relevant architectural and structural drawings issued for the work, nomenclature of items, specifications etc. and satisfy himself that the information available there from is complete and unambiguous. The figures & the written dimensions of the drawing shall supersede the measurement by scale. The discrepancy, if any, shall be brought to the notice of the Engineer-in-Charge for immediate decision before execution of the work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and/ or incomplete information and no claim, whatsoever shall be entertained on this account.
29. The Architectural drawings other than those indicated in nomenclature of items are only indicative of the nature of the work and materials/fittings involved unless and otherwise specifically mentioned.

30. The contractor should submit the shop drawing of staging and shuttering for approval of Engineer-in-Charge before actually commencing the execution of work under the item. Nothing extra shall be payable on this account.
31. Other agencies may also simultaneously execute and install the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such recesses, holes, openings, trenches etc. as may be required for such related works (for which inserts, sleeves, brackets, conduits, base plates, clamps etc. shall be available as specified elsewhere in the contract) and the contractor shall fix the same at the time of casting of concrete, stone work and brick work, if required, and nothing extra shall be payable on this account.
32. The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.
33. All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.
34. The contractor shall procure the required materials in advance so that there is sufficient time for testing of the materials and approval of the same before use in the work.
35. Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. In case temporary supporting of such services is required to facilitate the work, the same shall be done by the contractor at no extra cost.
36. In case the existing services are to be shifted permanently, then before dismantling the existing services, alternate/ diversion of service lines has to be laid by the contractor so that there is no interruption in use of existing services.
37. The contractor has to plan the alternate suitable route for diversion/shifting of service lines and get the same approved from the Engineer-in-Charge before starting shifting of services. Nothing extra shall be paid except the payment of dismantling and laying of new service lines as per conditions of contract.
38. The contractor shall be responsible for the watch and ward / guard of the buildings, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the client department. No extra payment shall be made on this account.
39. The contractor shall be fully responsible for the safe custody of materials brought by him/ issued to him even though the materials may be under double lock key system.
40. For construction works which are likely to generate malba / rubbish, contractor shall dispose of malba, rubbish & other unserviceable materials and wastes at his own cost to the notified specified dumping ground and under no circumstances these shall be stacked / dumped even temporarily, outside the construction premises.
41. The rates quoted by the Contractor are deemed to be inclusive of site clearance, setting out work, profile, establishment of reference bench mark(s), taking spot levels, construction of all safety and protection devices, barriers, preparatory works, working during monsoon, working at all depths, height, lead, lift and location etc until / unless specified otherwise and any other incidental works required to complete this work. Nothing extra shall be payable on this account.
42. For works below ground level the contractor shall keep that area free from water. If dewatering or bailing out of water is required, the contractor shall do it and nothing extra shall be paid except otherwise provided in the items of schedule of quantities.
43. Royalty at the prevalent rates shall be paid by the Contractor as per the terms of supply between them on all materials such as boulders, metals, sand and bajri etc. collected by him for the execution of the work, directly to the revenue authority of the state government concerned. Nothing extra shall be payable on this account.
44. No foreign exchange shall be made available by the Department for importing (purchase) of equipment, plants, machinery, materials of any kind or any other items required to be carried out during execution of the work. No delay and no claim of any kind shall be entertained from the Contractor, on account of variation in the foreign exchange rate.

45. The Contractor shall conduct his work so as not to interfere with or hinder the progress of the work being performed by other Contractors or by the Engineer-in-Charge. As far as possible, he shall arrange his work and place, so as not to interfere with the operations of other Contractors or shall arrange his work with that of the others, in an acceptable and coordinated manner and shall perform it in proper sequence.
46. The Contractor shall assume all liability, financial or otherwise in connection with this contract and shall protect and indemnify the Department from any and all damages and claims that may arise on any account. The Contractor shall indemnify the Department against all claims in respect of patent rights, royalties, design, trademarks of name or other protected rights, damages to adjacent buildings, roads or members of public, in course of execution of work or any other reasons whatsoever, and shall himself defend all actions arising from such claims and shall indemnify the Department in all respect from such actions, costs and expenses. Nothing extra shall be payable on this account.
47. The Contractor shall make all necessary arrangements for protecting from rains, the work already executed and for carrying out the further work, during monsoon including providing and fixing temporary shelters, protections etc. Nothing extra shall be payable on this account. Also, no claims for hindrance shall be entertained on this account.
48. 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 notwithstanding any other provisions elsewhere in the contract agreement. Also, the Contractor shall make good, at his own cost, the damages caused, if any.
49. Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense.
50. All ancillary and incidental facilities required for execution of work like labour camp, stores, fabrication yard, offices for Contractor, watch and ward, temporary ramp required to be made for working at the basement level, temporary structure for plants and machineries, water storage tanks, installation and consumption charges of temporary electricity, telephone, water etc. required for execution of the work, liaison and pursuing for obtaining various No Objection Certificates, completion certificates from local bodies etc., protection works, barricading, testing facilities / laboratory at site of work, facilities for all field tests and for taking samples etc. during execution or any other activity which is necessary (for execution of work and as directed by Engineer-in-Charge), shall be deemed to be included in rates quoted by the Contractor, for various items in the schedule of quantities. Nothing extra shall be payable on these accounts. Before start of the work, the Contractor shall submit to the Engineer-in-Charge, a site / construction yard layout, specifying areas for construction, site office, positioning of machinery, material yard, cement and other storage, steel fabrication yard, site laboratory, water tank, etc.
51. The Contractor shall display all permissions, licenses, registration certificates, bar charts, other statements etc. under various labour laws and other regulations applicable to the works, at his site office.
52. The contractor shall render all help and assistance in documenting the total sequence of this project by way of photography, slides, audio-video recording etc. Nothing extra shall be payable to the contractor on this account. However cost of photographs, slides, audio/ videography etc shall be born by the department
53. The contractor shall have to arrange water of desirable quality for the construction purpose for which he may have to install RO/ Water Softening plant at site or might have to bring/ purchase water from outside as per decision of Engineer-in-charge. Nothing extra shall be paid on this account.
54. With each Running Bill, the details of test carried out shall be submitted by the contractor.
55. On completion of work, the contractor shall submit at his own cost four prints of "as built" drawings to the Engineer-in-Charge. These drawings shall have the following information.
  - a) Run off of all piping and their diameters including soil, waste pipes and vertical stacks.
  - b) Ground and invert level of all drainage pipes together with locations of all manholes and connections, upto out fall.
  - c) Run off of all water supply lines with diameters, location of control valves, access panels etc. In case the contractor fails to supply "as built drawing" aforesaid within 30 days of the date of completion, then the recovery @ Rs.10, 000/- each for such set of drawings shall be made from the contractor's final bill.
  - d) In the item of providing and fixing precast reinforced cement concrete in shelves the cost of cutting chases and making good the same shall be inclusive in the item and nothing extra shall be paid on this account
  - e) In the item of finishing walls with water proofing cement paint, only the plain / flat area shall be measured for payment and nothing extra shall be paid on account of pointed wall surface.
  - f) All incidental expenditure on security, construction of cement godown, access roads, arrangement of water, electricity etc. to be incurred by the agency for arranging, installing and operation of Batch Mix

Plant shall be deemed to have been included in his quoted rates and no claim whatsoever will be tenable on this account.

- g) Unless otherwise specified in the schedule of quantities or CPWD specifications, the rates for respective items shall be all inclusive and apply to the following: -
56. All lifts & all heights, floors including terrace, leads and depths.
- i. All labour, material, tools and plants and other inputs involved in the execution of the item.
  - ii. Any of the conditions and specifications mentioned in the tender documents.
  - iii. Providing sunk flooring in bath-rooms, kitchen, etc.
  - iv. Any legal or financial implications resulting out of disposal of earth, if any.
  - v. Payment of Royalty at the prevailing rates, if any, on the boulders, metal, shingle, sand and bajri etc. or any other material collected by him for the work direct to revenue authorities.
  - vi. Performance test of the entire installation(s) before the work is finally accepted.
  - vii. Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been built in the items.
  - viii. All incidental charges for cartage, storage and safe custody of materials brought to site.
  - ix. Pumping/ bailing out surface water/rain water/ sub soil water, if necessary for any reason.

### **QUALITY ASSURANCE/ TESTING OF MATERIALS**

#### **GENERAL:-**

1. The contractor shall ensure quality control measures on different aspects of construction including materials, workmanship and correct construction methodologies to be adopted. He shall have to submit quality assurance programme within two weeks of the award of work. The quality assurance programme should include method statement for various items of work to be executed along with check lists to enforce quality control.
2. The contractor shall get the source of all other materials, not specified elsewhere in the document, approved from the Engineer-in-Charge. The contractor shall stick to the approved source unless it is absolutely unavoidable. Any change shall be done with the prior approval of the Engineer-in-Charge for which tests etc. shall be done by the contractor at his own cost. Similarly, the contractor shall submit brand/ make of various materials not specified in the agreement, to be used for the approval of the Engineer-in Charge along with samples and once approved, he shall stick to it.
3. In case there is any discrepancy in frequency of testing as given in list of mandatory tests and that in individual sub-heads of work as per CPWD Specifications higher of the two frequencies of testing shall be followed and nothing extra shall be payable on this account.
4. Special attention shall be paid towards line and level of internal and external plastering, exposed smooth surface of RCC members by providing fresh shuttering plates, sealing shuttering joints, accurate joinery work in wooden doors and windows, thinnest joints in stone/ tiling / cladding work, non-hollowness in floor and dado tiles work, protection of scratches over flooring by impounding layer of plaster of Paris, water tight pipe linings, absence of hollow vertical joints in brick masonry, proper compaction of filled up earth etc. to achieve an Institution of International standards and up keeping of quality assurance shall be of paramount importance, as such.

#### **FIELD LABORATORY**

1. The contractor has to establish field laboratory at site including all necessary equipment's and skilled manpower for the **Field Tests as per NIT** at this own cost to have proper quality control. For performing the above tests, the **Field Testing Equipment's and Instruments** are to be arranged and maintained by the contractor. . In case the equipment required for any test is not available at site, the department shall get the test conducted from the third party. However, in that event, besides providing free materials of sample, the cost of taking of sample, packing, transportation, testing charges etc. shall be borne by the contractor irrespective of the results.
2. The contractor shall ensure quality construction in a planned and time bound manner. Any sub- standard material / work beyond set-out tolerance limit shall be summarily rejected by the Engineer- in-Charge & contractor shall be bound to replace / remove such sub-standard / defective work immediately.
3. The representatives of the department shall be at liberty to inspect the testing facilities at site and conduct testing at random in consultation with Engineer in charge. The contractor shall provide all necessary facilities for the purpose
4. All test which can be performed in the site lab with above equipments shall be done at site except that at least 10% testing of materials shall be got done from external laboratories. However, for the tests to be carried out by

the external laboratories

5. The contractor shall arrange carrying out of all tests required under the agreement through the laboratory as approved by the Engineer-in-Charge and shall bear all charges in connection therewith including fee for testing. The said cost of tests shall be borne by the contractor in the manner indicated below
6. Samples of materials required for testing shall be provided free of charge by the contractor. The tests are to be carried out in the approved laboratories for testing as approved by Engineer-in-charge . All expenditure to be incurred for testing of samples e.g. taking samples, packaging, sealing, transportation, loading, unloading etc. including testing charges shall be borne by the contractor.
7. If the tests, which were to be conducted in the site laboratory, are conducted in other laboratories for whatever the reasons, the cost of such tests shall be borne by the contractor.

#### **SAMPLE OF MATERIALS:-**

1. All materials and fittings brought by the contractor to the site for use shall conform to the samples approved by the Engineer-in-Charge which shall be preserved till the completion of the work. If a particular brand of material is specified in the item of work in Schedule of Quantity, the same shall be used after getting the same approved from Engineer-in-Charge. Wherever brand / quality of materials is not specified in the item of work, the contractor shall submit the samples as per **List of Preferred Makes as per NIT** for approval of Engineer-in-Charge. For all other items, ISI Marked materials and fittings shall be used with the approval of Engineer-in-Charge. Wherever ISI Marked material / fittings are not available, the contractor shall submit samples of materials / fittings manufactured by firms of repute conforming to relevant Specifications or IS codes for the approval of Engineer-in-Charge.
2. To avoid delay, contractor should submit samples as stated above well in advance so as to give timely orders for procurement. If any material, even though approved by Engineer-in-Charge is found defective or not conforming to specifications shall be replaced / removed by the contractor at his own risk & cost.
3. BIS marked materials except otherwise specified shall also be subjected to quality test besides testing of other materials as per the specifications described for the item/material. Wherever BIS marked materials are brought to the site of work, the contractor shall, furnish manufacturer's test certificate or test certificate from approved testing laboratory to establish that the material procured by the contractor for incorporation in the work satisfies the provisions of specifications relevant to the material and / or the work done. BIS marked items (except cement & steel for which separate provisions have been made in para 4.0) required on the work shall be got tested, for only important tests, which govern the quality of the product, as decided by the Engineer-in-Charge. The frequency of such tests (except the mandatory test) shall be 5% of the frequency as specified in BIS. For mandatory test, frequency shall be as specified in the CPWD Specifications.
4. For certain items, if frequency of tests is neither mentioned in the CPWD Specifications & BIS, then tests shall be carried out as per decision of Engineer-in-Charge.

#### **QUALITY & QUARRIES OF STONE AGGREGATE & SAND**

1. The Stone aggregate/ stone/ coarse sand/ fine sand shall be brought by the contractor from any quarry legitimately authorized by the concerned local authorities and the materials brought at site should conform to relevant CPWD specifications.
2. The contractor shall provide approved type of supports for maintaining the bars in position and ensuring required spacing and correct cover of concrete to reinforcement as called for in the drawings. Spacer blocks of required shape and size, MS chairs and spacer bars shall be used in order to ensure accurate positioning of reinforcement. Spacer blocks shall be cast well in advance with approved proprietary pre-packed free flowing mortars (Conbextra as manufactured by M/s Fosroc Chemicals India Ltd. or approved equivalent) of high early strength. Blocks of polymer shall not be used as spacer blocks unless specially approved by the Engineer-in-Charge. Rate of item of steel reinforcement is inclusive of cost of such cover blocks
3. All the test in field lab setup at construction site shall be carried out by the Engineering Staff deployed by the contractor which shall be 100% witnessed by JE & 50% of tests shall be witnessed by AE –in-charge. At least 10% of the tests are to be witnessed by the EE.
4. All the entries in the registers will be made by the designated Engineering staff of the contractor and same should be regularly reviewed by JE/AE/EE.
5. The Contractor shall be responsible for safe custody of all the test registers. Submission of copy of all test registers, materials at site Register and hindrance register along with each alternate Running Account Bill and Final Bill shall be mandatory

**SECRECY**

1. The contractor shall take all steps necessary that all persons employed on any work in connection with the contract have notice that the Indian Official Secrets Act 1923 applies to them & will continue so to apply even after the execution of such works under the contract.
2. The contract is confidential and must be strictly confined to the contractor's own use (except so far as confidential disclosure to sub-contractors or suppliers as necessary) and to the purpose of the contract.
3. All documents, copies thereof & extracts there from furnished to the contractor shall be returned to the Engineer-in-Charge on the completion of the work / works or the earlier determination of the contract.

**LABOUR AND SECURITY**

1. Contractor should provide his plan for labour huts as per his requirement and get it approved from the Engineer-in-Charge. The contractor will be provided space for labour huts etc. inside the campus but the space requirement and location, as assessed by Engineer-in-Charge shall be final and binding.
2. Contractor has to follow the security requirement of the campus and obtain necessary entry passes for the labour and vehicles and follow security checks at entry / exit gates, restriction on movement of vehicle, restricted timings of working etc. The Department however shall assist the contractor in obtaining such passes for movement of vehicles and labour. No claim whatsoever shall be entertained on account of delay in entry of vehicles and labour including restrictions in working hours, if there is any.
3. The contractor shall employ only Indian Nationals after verifying their antecedents and loyalty. The contractor shall, on demand submit list of his agents, employees and work people concerned & shall satisfy as to the bonafides of such people.
4. The contractor & his work people shall observe all relevant rules regarding security promulgated in which work is to be carried out by the Controlling Administrative Authority of the campus/area (hereinafter referred to as "Engineer-in-Charge").
5. The contractor, his representative, workman shall be allowed to enter through specified gates & timing as laid down by the controlling authority. They shall be issued an identity card or an individual pass in accordance with the standing rules & regulations & they should possess the same while working. The contractor shall be responsible for the conduct & actions of his workmen, agents / representatives.
6. Normally contractor shall be allowed to carry out work between 7 AM to 6 PM. However, he may also be allowed to carry out the work beyond 6 PM & upto 7 AM if the site conditions / circumstances so demand with prior written permission from the "Engineer-in-Charge". However, if the work is carried out in more than one shift or at night, no claim on this account shall be entertained.
7. Normally contractor's material / vehicles etc. shall be allowed to move in / go-out between 7 AM to 7 PM only & no movement of material / vehicles out of site of work shall be allowed during night hours unless specific permission is obtained from the NIPER
8. In case if a separate entry has been allowed, the contractor has to make all arrangement for making a separate entry gate and barricading of the working area to segregate/separate the same from other areas. All these have to be done by the contractor at his own cost including safeguarding any untoward incident in the restricted area due to separate entry gate and barricading arranged by the contractor. No extra amount on this account shall be payable by the department.

**DOCUMENTATION**

1. The Contractor shall render all help and assistance in documenting the total sequences of this project by way of photography, slides, audio / video recording & other records etc. Nothing extra shall be payable to Contractor on this account. However, cost of photographs, slides, audio / video graph etc. shall be borne by the Department. The original films shall be the property of the Department. No copy shall be prepared without the prior approval of the Engineer-in-Charge.

**PROGRAM CHART: -**

1. The Contractor shall submit a Programme Chart (Time and Progress) for each milestone along with performance guarantee and get it approved from the department. The chart shall be prepared in direct relation to the time stated in the contract documents for completion of the items of the work. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-charge and the contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work. The contractor shall

- in all cases in which time allowed for any work exceeds one month (save for special jobs for which a separate program has been agreed upon) complete the work as per milestones given in Schedule 'F'.
2. The work has to be completed in stages as indicated in the **Table of Milestones under Schedule 'F' of NIT** and the program should be prepared in such a manner to achieve these Milestones as indicated therein or earlier.
    - (a) The program chart should include the following: -
    - (b) Descriptive note explaining sequence of various activities.
    - (c) Network (PERT / CPM / BAR CHART) prepared on MS project which will indicate resources in financial terms, manpower and specialized equipments for every important stage.
    - (d) Program of procurement of machinery / equipments having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor.
    - (e) If at any time, it appears to the Engineer-in-Charge that the actual progress of work does not conform to the approved program referred above, the contractor shall produce a revised program showing the modifications to the approved program by additional inputs to ensure completion of the work within the stipulated time.
    - (f) The submission of revised program or approval by the Engineer-in-Charge of such program or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-Charge to take action against the contractor as per terms and conditions of the agreement.
    - (g) Notwithstanding the fact that the contractor will have to pay to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour regulations and the agreement entered upon and/or extra amounts for any other reason

#### **PROGRESS AND MONITORING OF WORK:**

1. Apart from the above integrated program chart, the contractor shall be required to submit monthly progress report of the work in a computerized form. The progress report shall contain the following, apart from whatever else may be required as specified:
  - (a) Construction schedule of the various components of the work through a bar chart for the next three quarters (or as may be specified), showing the milestones, targeted tasks and up to date progress.
  - (b) Progress chart of the various components of the work that are planned and achieved, for the month as well as cumulative up to the month, with reason for deviations, if any in a tabular format.
  - (c) Plant and machinery statement, indicating those deployed in the work.
  - (d) Man-power statement, indicating individually the names of all the staff deployed on the work, along with their designations.
  - (e) Financial statement, indicating the broad details of all the running account payment received up to date, such as gross value of work done, advances taken, recoveries effected, amount withheld, net payments details of cheque payment received etc.
2. For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, notwithstanding the fact that the Contractor may have to pay extra amounts for any reason, to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them.
3. The work should be planned in a systematic manner so that chase cuttings in the walls, ceilings and floors is minimized. Wherever absolutely essential, the chase shall be cut using chase cutting machines. Chases will not be allowed to be cut using hammer / chisel. The electrical boxes should be fixed in walls simultaneously while raising the brick work. The contractor shall ensure proper co-ordination of various disciplines viz. building works, sanitary & water supply & electrical installations etc.
4. The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed so as not to interfere

with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Engineer-in-charge.

5. The Contractor shall do proper sequencing of the various activities by suitably staggering the activities within various pockets in the plot so as to achieve early completion. The agency may deploy adequate equipment, machinery and labour as required for the completion of the entire work within the stipulated period specified. Also, ancillary facilities shall be provided commensurate with requirement to complete the entire work within the stipulated period. Nothing extra shall be payable on this account. Adequate number/sets of equipment in working condition, along with adequate stand-by arrangements, shall be deployed during entire construction period. It shall be ensured by the Contractor that all the equipment, Tools & Plants, machineries etc. provided by him are maintained in proper working conditions at all times during the progress of the work and till the completion of the work. Further, all the constructional tools, plants, equipment and machineries provided by the Contractor, on site of work or his work shop for this work, shall be exclusively intended for use in the construction of this work and they shall not be shifted / removed from site without the permission of the Engineer-in-Charge.
6. All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.

**MATERIAL TO BE SUPPLIED BY THE CONTRACTOR  
CEMENT & STEEL REINFORCEMENT.**

1. Contractor has to produce manufacturers test certificate for each lot of Cement & Steel enforcement procured at site.
  - A) **CEMENT:-**
2. The contractor shall procure 43 Grade ordinary Portland cement/ Portland Pozzolona Cement (Fly Ash based), required in the work from reputed manufacturers of cement as per the approved make in 50 kg. bags bearing manufacturer's name and ISI marking, along with manufacturers test certificate for each lot.
3. Samples of cement arranged by the contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of relevant BIS Codes. The cement for such testing purpose shall be supplied by the contractor free of charge. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS Codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-Charge to do so. The cost of tests shall be borne by the contractor.
4. OPC/PPC shall be brought at site in bulk supply of approximately 30 tonnes or as decided by the Engineer-in-Charge.
5. OPC/PPC bags shall be stored in separate godowns. Separate godowns for tested cement and fresh cement (under testing) to be constructed by the contractor at his own cost as per sketches given in C.P.W.D Specifications having weather-proof roofs and walls. The size of the cement godown is indicated in the sketches for guidance. The actual size of godown shall be as per site requirements and nothing extra shall be paid for the same. Each godown shall be provided with a single door with two locks. The keys of one lock shall remain with Engineer-in-Charge of the work or his authorized representative and that of other lock with the authorized agent of the contractor at the site of work so that the cement is issued from godown according to the daily requirement with the knowledge of both parties. The account of daily receipt and issue of cement shall be maintained in a register in the prescribed proforma and signed daily by the contractor or his authorized agent and Engineer-in-Charge or his authorized representative in token of its correctness. The day to day receipt and issue accounts of different grade/brand of cement shall be maintained separately in the standard proforma by the contractor or his authorized representative which shall be duly signed by the authorized representative of the Engineer-in-Charge before issue to the work on day to day basis.
6. The capacity of each cement go-down shall be 300 bags of cement or more as decided by the Engineer-in-Charge and shall be constructed by the contractor at site of work and at the site of batching plant for which no extra payment shall be made. The contractor shall be responsible for the watch and ward and safety of the cement go-downs. The contractor shall facilitate the inspection of the cement go-downs by the Engineer-in-Charge at any time The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in Clause-42 of the contract and shall be governed by the conditions laid therein.
7. If the quantity of cement actually used in the work is found to be more than the theoretical quantity of cement including authorized variation, nothing extra shall be payable to the contractor on this account. In the event of it



being discovered that after the completion of the work, the quantity of cement used is less than the quantity ascertained as herein before provided (allowing variation on the minus side as stipulated in Clause - 42), the cost of quantity of cement not so used shall be recovered from the contractor as specified in schedule. Decision of the Engineer-in-Charge in regard to theoretical quantity of cement which should have been actually used as per the schedule and recovered at the rate specified, shall be final and binding on the contractor.

8. For non-scheduled items, the decision of the Engineer-in-Charge regarding theoretical quantity of the cement, which should have been actually used, shall be final and binding on the contractor.
9. Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-Charge.
10. In case the contractor brings surplus quantity of cement the same shall be removed from the site after completion of work by the contractor at his own cost after approval of the Engineer-in-Charge.
11. Cement, which is not used within 90 days from its date of manufacture, shall be retested at approved laboratory. Until the results of such tests are found satisfactory, it shall not be used on the work.

**B) STEEL REINFORCEMENT:-**

1. The contractor shall procure Thermo Mechanical Treated (TMT) Steel Reinforcement bars of Fe 500D grade from Primary producers such as SAIL or Rashtriya Ispat Nigam Ltd. or Tata Steel.
2. The grade of the steel shall be Fe 500 D as per BIS 1786-2008.
3. The contractor shall have to obtain and furnish test certificates to Engineer-in-Charge in respect of all the supplies brought by him to the site of work.
4. Samples shall also be taken and got tested by the Engineer-in-Charge as per the provisions in this regard in relevant BIS Codes. In case the test results indicate that the steel arranged by the contractor does not conform to the laid down specifications, as defined under para 10.3.1 (a) above, the same shall stand rejected and shall be removed from the site of work by the contractor at his own cost within a week's time from written orders from the Engineer-in-Charge to do so.
5. The steel reinforcement shall be brought in bulk supply of 10 tonnes or more or as decided by the Engineer-in-charge along with manufacturer test certificate for each lot.
6. The steel reinforcement shall be stored by the contractor at site of work in such a way as to prevent their distortion and corrosion and nothing extra shall be paid on these accounts. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.
7. The steel reinforcement shall be brought in bulk supply of 20 tonnes or more or as decided by the Engineer-in-Charge along with manufacturer test certificate for each lot.
8. The steel reinforcement shall be stored by the contractor at site of work about 30cm. to 45cm. above ground. A coat of cement wash shall be given to steel bars when stored at site for long duration so as to prevent corrosion. Nothing extra shall be paid on these accounts. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.
9. Unless OTHERWISE specified elsewhere in the contract document, the testing (normal mass, tensile strength, bend test, rebound test etc.) shall be done as per frequency of samples not less than as given below:-

<b>SIZE OF BAR</b>	<b>FOR CONSIGNMENT BELOW 100 TONNES</b>	<b>FOR CONSIGNMENT OVER 100 TONNES</b>
Under 10mm dia	One sample for each 25 tonnes or part thereof	One sample for each 40 tonnes or part thereof
10mm to 16mm dia	One sample for each 35 tonnes or part thereof	One sample for each 45 tonnes or part thereof

Over 16mm dia	One sample for each 45 tonnes or part thereof	One sample for each 50 tonnes or part thereof
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10. The contractor shall supply free of charge the steel required for testing including transportation to testing laboratories. The cost of tests shall be borne by the contractor
11. The Actual issue and consumption of steel on work shall be regulated and proper account maintained as provided in clause 10 of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in Clause 42 of the contract and shall be governed by conditions laid therein. In case the consumption is less than theoretical consumption including permissible variation, recovery at the rate so prescribed shall be made. In case of excess consumption no adjustment need to be made.
12. Steel brought to site and steel remaining unused shall not be removed from site without the written permission of the Engineer-in-Charge.
13. The contractor shall submit original vouchers from the manufacturer for the total quantity of steel supplied under each consignment to be incorporated in the work. All consignment received at the work site shall be inspected by the Site staff along with the relevant documents before acceptance. The contractor shall obtain Original Vouchers and Test Certificates and furnish the same to the Engineer-in-charge in respect of all the lots of steel brought by him from approved supplier to the site of work. The original vouchers and test certificates shall be defaced by the Site staff and kept on record in the site office.
14. Reinforcement including authorized spacer bars and lappages shall be measured in length of different diameters as actually (not more than as specified in the drawings) used in the work nearest to a centimeter. Wastage and unauthorized overlaps shall not be measured. The standard sectional weights referred to as in Table IV in para 5.3.3 in CPWD specifications will be considered for conversion of length of various sizes of M.S. Bars, Tor steel Bars and TMT bars into Standard Weight.
15. Records of actual Sectional weights shall also be kept dia-wise and lot-wise. The average sectional weight for each diameter shall be arrived at from samples from each lot of steel received at site. The decision of the Engineer-in-Charge shall be final for the procedure to be followed for determining the average sectional weight of each lot. Quantity of each diameter of steel received at site of work each day will constitute one single lot for the purpose. The weight of steel by conversion of length of various sizes of bars based on the actual weighted average sectional weight shall be termed as Derived Actual Weight. However for the stipulated issue of steel reinforcement up to and including 10mm diameter bars, the actual weight of steel issued shall be modified to take into account the variation between the actual and the standard coefficients and the contractors' accounts will be debited by the cost of modified quantity.
16. If the Derived Weight as in sub-para above is less than the Standard Weight as in Sub-para above then the Derived Actual Weight shall be taken for payment provided, it is within the tolerances specified in IS 1786-2008, otherwise whole lot will be rejected.
17. If the Derived Actual Weight is found more than the Standard Weight, the Standard Weight as per in sub-para above shall be taken for payment. In such case nothing extra shall be paid for the difference between the Derived Actual Weight and the Standard Weight.

**DEFECT LIABILITY:**

1. The contractor's liability during the defect liability period from the final date of completion as per **Clause 17** shall be limited to rectification of defects including replacement as follows which in the opinion of Engineer-in-Charge are not manmade.

Sl. No.	Description	Defect Liability
(i)	Concrete/ RCC	(a) Rectification of structural / superficial / non-structural cracks. (b) Rectification of dampness / seepage in roof slab / junctions & sunken portion. (c) Rectification of cracks in beam, shade, column.
(ii)	Brick work/ Concrete Block Masonry	(a) Rectification of cracks in panel wall / portion. (b) Cracks / settlement of dwarf walls. (c) Rectification of efflorescence/ leaching.
(iii)	Joinery	(a) Replacement of warped joinery. (b) Cracks in panels, rails / styles etc.
(iv)	Builders Hardware	(a) Repairs / Replacement of loosened / pre-mature failure of fittings. (b) Tightening / Replacement of sag in mosquito proofing.
(v)	Steel & Iron work	(a) Rectification / Replacement of defective part of rolling shutter. (b) Redoing of defective portion in fabrication / welding including painting. (c) Steel windows, grills, gates etc. – defects to be rectified.
(vi)	Roof treatment	(a) Rectification of leakage / seepage of roof slab including covering at junction till guarantee period.
(vii)	Plastering	(a) Rectification of structural / superficial cracks if any. (b) Rectification of protruding / peeling off plaster if any. (c) Rectification of efflorescence
(viii)	Flooring	(a) Rectification of sinking portion of plinth protection including saucer drain. (b) Settlement of foundation & floors, hollow sounding, cracks in tiles/stones.
(ix)	Plumbing / Sanitary fittings	(a) Making good of leakage through soil / waste pipe joints. (b) Replacement of looking mirror if found wavy. (c) Rectification of leakage of overhead tanks. (d) Leakage / seepage of sunken floor, blockage of taps / pipes, non-functioning of cistern.
(x)	Finishes	(a) Making good of defective / dissimilar patches of painting to match with remaining surfaces, peeling of paint.
(xi)	Internal Water Supply	(a) Repairs / Replacement of defective taps / fittings. (b) Repair to leakage of GI water pipe lines including joints. (c) Removal of blockage of GI pipe lines.
(xii)	Roads	(a) Repair of sunken portion of road & potholes, if any
(xiii)	Sewage	(f) Rectification of slope / system if found defective during use. (g) Rectification of major blockage in Sewer lines. (h) Cracks & settlement of sewage lines.
(xiv)	Drains	(a) Repair to Drains. (b) Settlement of Drains
(xv)	External Water Supply	(a) Repairs to installations & fittings.
(xvi)	Roads	(a) Repair of sinking portion of road & potholes, if any.
(xvii)	General	(b) All manufacturing defects of structures / fixtures / fittings / equipments other than listed above including any defects of shrinkage or other faults that appear in the work within twelve months after a certificate of its completion is given by the Engineer-in-Charge shall be rectified by the contractor.

**SAFETY MEASURES**

1. Contractor shall take all precautionary measures to avoid any damage to adjoining property. All necessary arrangement shall be made at his own cost.

**WARNING / CAUTION BOARDS**

1. All temporary warning/ caution boards / glow signage display such as “Construction Work in Progress”, “Keep Away”, “No Parking”, Diversions & protective Barricades etc. shall be provided and displayed during day time by the Contractor, wherever required and as directed by the Engineer-in- Charge. These glow signage and red lights shall be suitably illuminated during night also. The Contractor shall be solely responsible for damage and accident caused, if any, due to negligence on his part. Also, he shall ensure that no hindrance, as far as possible, is caused to general traffic during execution of the work. This signage shall be dismantled & taken away by the Contractor after the completion of work, only after approval of the Engineer – in – Charge. Nothing extra shall be payable on this account.

**SIGN BOARDS**

1. The Contractor shall provide and erect a display board of size and shape as required and paint over it, in a legible and workman like manner, the details about the salient features of the project, as required by the Engineer-in-Charge. The Contractor shall fabricate and put up a sign board in an approved location and to an approved design indicating name of the project, client / owner, architects, structural consultants, Department etc. besides providing space for names of other Contractors, Associate contractors and specialized agencies. Nothing extra shall be payable on this account.
2. Necessary protective and safety equipments shall be provided to the Site Engineer, Supervisory staff, labour and technical staff of the contractor by the Contractor at his own cost and used at site.
3. No inflammable materials including P.O.L shall be allowed to be stored in huge quantity at site. Only limited quantity of P.O.L may be allowed to be stored at site subject to the compliance of all rules / instructions issued by the relevant authorities and as per the direction of Engineer -in- Charge in this regard. Also, all precautions and safety measures shall be taken by the Contractor for safe handling of the P.O.L products stored at site. All consequences on account of unsafe handling of P.O.L shall be borne by the Contractor.

**CARE OF BUILDINGS:**

1. Care shall be taken by the contractor to avoid damage to the building during execution of his part of the work. He shall be responsible for repairing all damages and restoring the same to their original finish at his cost. He shall also remove, at his costs, all unwanted and waste materials arising out of his work, from the site.

**STRUCTURAL ALTERATIONS TO BUILDINGS:**

1. No structural member in the building shall be damaged/ altered, without prior approval from the competent authority through the Engineer-in-charge.
2. Structural provisions like openings, cutouts, if any, provided by the department for the work, shall be used. Where these required modifications, or fresh provisions are required to be made, such contingent works shall be carried out by the contractor at his cost.
3. All such openings in floors provided by the department shall be closed by the contractor after installing the cables/conduits/rising mains etc. as the case may be, by any suitable means as approved by the Engineer-in-charge without any extra payment.
4. All chases required in connection with the electrical works shall be provided and filled by the contractor at his own cost to the original architectural finish of the buildings

**BID OF CONTRACTORS WITH A BLEMISHED RECORD WILL NOT CONSIDER**

1. If the Engineer-in-Charge receives adverse report against any working contractor of the Institute, either from the department in which he is enlisted or from any other Department or Engineer-in-Charge of the Institute, his bid will not be considered on the basis of such a report.
2. On the receipt of a case of adverse performance/ Misbehavior/ Threatening of site staff or any other such reasons, the Director, NIPER, S.A.S. Nagar shall issue show cause to such contractors and after considering their reply, He shall have full powers to debar such contractor for a period as decided by him. Such debarred contractor shall be ineligible to take up any work in the Institute during the period of debarring.
3. A copy of such orders shall be posted on NIPER, S.A.S. Nagar website so that every field unit of the Institute becomes aware and does not issue tender to such debarred contractors.

4. If the NIT approving authority not lower than the Director, NIPER, S.A.S. Nagar is satisfied that it is in the interest of the Institute to allow a contractor who has been debarred for reason of inactivity, to participate in the tendering process for getting competitive tenders, he may do so.
5. Interpretations, corrections and changes to the Tenders Documents shall be made by Addendum, if required.
6. **Water** supply if available will be provided by the owner at one point through distribution pipe networks and pumping are to be made by the contractor at his own cost. Water charges 1% of the amount of work done will be deducted from each running/ final bill. However the agency need to make his own arrangement for water to cope up with any eventuality in the interest of work.
7. **Electricity** if available will be provided at one point and will be charged as per actual consumption. However, the tenderer required to make his own arrangement by installation of generator at his own cost to cope up any eventually in the interest of progress of work.
8. In the event of occurrence of any of the following contingencies or the firm committing breach of any of the terms & conditions herein contained for the satisfactory and faithful performance of the contract, the Institute shall be at liberty to terminate this contract by giving 15 day notice without assigning any reason and in such case the earnest money & performance guarantee shall be forfeited absolutely. During the notice period of 15 days for termination of contract, the contractor shall continue to provide service as before till the expiry of notice period.” It shall be the duty of the contractor to remove all the person deployed by him on termination of the contract on any grounds whatsoever and ensure that no person shall create any disruption / Hindrance / problem of any Nature to the Institute
  - (a) If the Contractor commits default in commencing the execution of the work within the time allowed or the extended time as specified in the DNIT.
  - (b) The contractor assigns the contract or any part thereof to any other person for sub-letting the whole or a part of the contract.
  - (c) The contractor is declared insolvent by any court of law.
  - (d) The execution of work not as per the directions of the Engineer-in-Charge.
  - (e) In case of progress of work is found slow.
  - (f) Frequent failure to provide replacement of the absenteeism.

SECTION-IX	PARTICULAR SPECIFICATIONS	
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1. **EARTH WORKS** :- As per CPWD Specification.
2. **R.C.C Works**:- As per CPWD Specifications.
3. **FORM WORK**
  - 3.1 The work shall be done in general as per CPWD Specifications.
  - 3.2 Only M.S. centring / shuttering and scaffolding material unless & otherwise specified shall be used for all R.C.C. work to give an even finish of concrete surface. However, marine-ply shuttering in exceptional cases as per site requirement may be used on specific request from contractor to be approved by the Engineer-in-Charge.
  - 3.3 Nothing extra shall be paid for the centring and shuttering, circular in shape whenever the formwork is having a mean radius exceeding 6m in plan.
  - 3.4 Nothing extra shall be paid for grid beams and the corresponding slabs having clear span more than 1.20 metres.
  - 3.5 In order to keep the floor finish as per architectural drawings and to provide required thickness of the flooring as per specifications, the level of top surface of R.C.C. shall be accordingly adjusted at the time of its centring, shuttering and casting for which nothing extra shall be paid to the Contractor. As per general engineering practice, level of floors in toilet / bath, balconies, shall be kept 12 to 20mm or as required, lower than general floors shuttering should be adjusted accordingly. Nothing extra is payable on this account.
  - 3.6 Steel shuttering as approved by the Engineer-in-Charge shall be used by the contractor. Minimum size of shuttering plates shall be 600mm x 900mm except for the case when closing pieces are required to complete the shuttering panels. Dented, broken, cracked, twisted or rusted shuttering plates shall not be allowed to be used on the work the shuttering plates shall be cleaned properly with electrically driven sanders to remove any cement slurry or cement mortar or rust. Proper shuttering oil or de-bonding compound shall be applied on the surface of the shuttering plates in the requisite quantity before assembly of steel reinforcement.
4. **REINFORCEMENT:-**
  - 4.1 The reinforcement shall be done as per CPWD Specifications.
  - 4.2 The rate of item of reinforcement of RCC work includes all operations including straightening, cutting, bending, welding, binding with annealed steel or welding and placing in position at all the floors with all leads and lift complete as per CPWD Specifications.
  - 4.3 The contractor shall provide approved type of support for maintaining the bars in position and ensuring required spacing and correct cover of concrete to reinforcement as called for in the drawings, spacer blocks of required shape and size. Chairs and spacer bars shall be used in order to ensure accurate positioning of reinforcement. Spacer blocks shall be cast well in advance with approved proprietary pre-packed free flowing mortars (Conbextra as manufactured by M/S Fosroc Chemicals India Ltd. or approved equivalent) of high early strength and same colour as surrounding concrete, Pre-cast cement mortar/concrete blocks/blocks of polymer shall not be used as spacer blocks unless specially approved by the Engineer-in-charge, rate of RCC items is inclusive of cost of such cover blocks.
5. **PRE-CAST R.C.C. WORK**
  - 5.1 The work shall be done in accordance with CPWD specifications.
  - 5.2 Pre-cast reinforced concrete units shall be grade or mix as specified. Provision shall be made in the mould to accommodate fixing devices such as hooks etc and forming of notches and holes. Each unit shall be cast in one operation. A sample of the unit shall be got approved from Engineer-in-Charge before taking up the work.
  - 5.3 Pre-cast units shall be clearly marked to indicate the top of member and its location.
  - 5.4 Pre-cast units shall be stored, transported and placed in position in such a manner that these are not damaged.
  - 5.5 The compaction of the concrete shall be done by vibrating table or external vibrator as approved by Engineer-in-Charge. The rate quoted for the item shall include the element for framework and mechanical vibration.
    - (a) Rate for item includes cost of all materials, labour, and all operations involved. Cost of M.S. frames, lugs including their welding, lifting hooks is also included.

**6. BRICK WORKS**

- 6.1 The brick work shall be carried out with good quality well burnt FPS briks of class designation 75 as per CPWD Specifications.
- 6.2 The rate shall also include for leaving chases/ notches for dowels/ cramps for all kinds of cladding to come over brick work.
- 6.3 Brick work provided around shaft or lift walls or around slabs cutouts shall be measured in the brick for corresponding floor level. Nothing extra shall be paid on this account.
- 6.4 M.S. Strip provided at every third course of half brick masonry shall be in single piece. If required, welding joint can be used without overlaps. Nothing extra shall be paid for welding and overlaps.

**7. BATCH MIX CONCRETE**

- 7.1 The contractor shall establish a laboratory at site of batch mix plant to test the coarse aggregate, fine aggregate, water, sand, cement etc. Contractor is also required to depute technical personnel specifically for running of Batch Mix Plant and for quality control of mix produced.
- 7.2 The excavated surplus earth of the building shall be disposed of by the contractor for all leads and lifts free of cost within campus. Dumping site/ premises shall be approved from Engineer-in-Charge. The contractor will not be permitted to take the surplus earth outside the campus.
- 7.3 In case department does not specify the source of earth, the earth for filling is to be supplied by the contractor by the contractor/ Agency. The rates to be quoted should include all leads and lifts whatsoever. The contractor/ Agency will arrange earth from its own sources.
- 7.4 All disputes concerning with this work/ tender are subject to the Chandigarh jurisdiction.

**8. WOOD WORK:-**

- 8.1 The wood work in general shall be carried out as per CPWD Specifications.
- 8.2 The sample of timber to be used shall be deposited by the contractor with Engineer-in-charge before commencement of work.
- 8.3 Glazing for toilets shall be of translucent type.
- 8.4 The shape and size of beading shall be as per drawings. The joints of beading shall be mitred.
- 8.5 Timber shall be of specified species, good quality and well seasoned. It shall have uniform colour, reasonably straight grains and shall be free from knots, cracks, shakes and sapwood. It shall be close grained. The contractor shall deposit the samples of species of timber to be used with the Engineer-in-Charge for testing before commencement of the work.
- 8.6 Wood work shall not be painted, oiled or otherwise treated before it has been approved by the Engineer-in-charge. All portion of timber including architrave abutting against masonry, concrete, stone or embedded in ground shall be painted with approved wood preservative or with boiling coaltar.
- 8.7 The contractor(s) shall produce cash voucher and certificates from approved Kiln Seasoning Plants about the timber used on the work having been kiln seasoned and chemically treated by them, falling which it would not be so accepted as kiln seasoned and/or chemically treated.
- 8.8 Transparent sheet glass conforming to IS: 2835 – 1977 shall be used. Thickness being governed as under unless otherwise specified in the item in wood work/steel work Factory made panelled / wire gauge door shutters.

Area of Glazing Thickness	Thickness
(a) For glazing area up to 0.50 sqm	4.0 mm
(b) For glazing area more than 0.50 sqm	5.5 mm

- 8.9 The work shall be executed through specialized agencies to be approved by the Engineer in Charge.
- 8.10 The shutters should be fabricated in factories & fabrication should conform to CPWD Specifications Para 9.6.6 & IS 1003 Part-I.
- 8.11 The contractor shall propose well in advance to Engineer-in-Charge, the names and address of the factory where from the contractor intends to get the shutters manufactured along with the credential of the firm. The contractor shall place the order for manufacturing of shutters only after obtaining approval of the Engineer in Charge whose decision in this case shall be final & binding. In case the firm is not found suitable he shall propose another factory. The factory may also be inspected by a group of officers before granting approval; shutters shall however he accepted only if these meet the specified test.
- 8.12 Contractor will arrange stage wise inspection of the shutters at factory by the Engineer-in Charge or his authorized representative. The contractor will have no claim if the shutters brought at site in part or full lot are

rejected by the Engineer-in-Charge due to bad workmanship / quality. Such defective shutters will not be measured and paid. The contractor shall remove the same from the site of work within 7 days after the written instruction in this regard are issued by the Engineer-in-Charge.

8.13 The shutters should be brought at site without primer / painting.

8.14 Inspection of shutters shall be carried out for dimensions & tolerances, size & type general construction & workmanship, finish & glazing at the following frequency:

Lot Size	Sample Size	Permissible number of defectiveness
Upto 25	2	0
26 to 50	5	0
51 to 100	8	0
101 to 150	13	1
151 to 300	20	2
301 to 500	32	3
501 to 1000	50	5
1001 & above	80	7

Criteria for conformity

8.15 Any sample shutter failing in any one or more of the requirements inspected for as above shall be considered as defective. A lot shall be considered as having satisfied the requirements of the standard if the number of defective shutters in the sample does not exceed the corresponding permissible number of defectiveness given above.

8.16 Testing – The shutters shall be tested for species, seasoning & treatment, defects in the timber, panel material, construction & workmanship in the approved Govt. Laboratory at the following frequency:

Lot Size	Sample Size
Upto 50	1
51 to 100	2
101 to 150	3
151 to 500	4
501 to 1000	6
1001 & above in multiple of 1000	10

8.17 If shutters are found defective in any one of the criterion, double the shutter shall be tested & if found permissible, can be accepted. If shutter is found defective in more than one criterion, the whole lot shall be rejected.

## 9. FLOORING

9.1 All work in general shall be carried out as per CPWD specifications 2019 (Volume-I) with up-to date correction slips.

9.2 Whenever flooring is to be done in patterns of tiles and stones, the contractor shall get samples of each pattern laid and approved by the Engineer-in-charge before final laying of such flooring. Nothing extra shall be payable on this account.

9.3 Different stones / tiles used in pattern flooring shall be measured separately as defined in the nomenclature of the item and nothing extra for laying pattern flooring shall be paid over and above the quoted rate. No additional wastage, if any, shall be accounted for any extra payment.

9.4 Samples of flooring stones/ Tile (Kota/ Marble/ Granite/ Ceramic tiles/ Vitrified tiles etc.) shall be deposited well in advance with the Engineer-in-Charge for approval. Approved samples should be kept at site with the Engineer-in-Charge and the same shall not be removed except with the written permission of Engineer-in-Charge. No payment whatsoever shall be made for these samples.

9.5 The Marble/ Kota/ Granite or any other stone shall be fully supported by the details establishing the quarry and its location.



9.6 Full width Marble/ Kota/ Granite stone over kitchen platform shall be provided which shall not be less than 900mm long except to adjust for closing pieces. The marble / stone flooring in treads and risers of staircase shall not be less than 1500mm long except to adjust the closing pieces. Nothing extra shall be paid on these accounts

10. **VITRIFIED TILE FLOORING** The tiles shall be of approved make and shall generally conform to Table 12 of IS15622. The full body Vitrified tiles and glazed vitrified tiles of specified sizes shall be used & sample of tiles shall be got approved from the Engineer-in-Charge.

<b>SECTION-X</b>	<b>GENERAL CONDITIONS FOR ELECTRICAL WORK</b>	
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**1.0 General.**

**1.1** The work shall be executed as per CPWD General Specifications for Electrical Work Part-I (Internal) 2013, Part-II (External) 1995 as amended upto date wherever applicable, as per relevant IS and as per directions of Engineer-in-Charge. The technical specifications are to be read in conjunction with above and in case of variations, technical specifications of tender document shall apply. Nothing extra shall be paid on account of additional features in the technical specifications as the same are to be read along with schedule of quantities for the work. Location: NIPER, Sector-67, S.A.S. Nagar.

**1.2** The Department shall not issue any T & P and nothing extra shall be paid on this account.

**1.3** The work to be awarded by this tender shall be treated as indivisible works contract.

**1.4** No foreign exchange shall be made available by the Department for importing (purchase) of equipment, plants, machinery, materials of any kind or any other items required to be carried out during execution of the work. No delay and no claim of any kind shall be entertained from the Contractor, on account of variation in the foreign exchange rate.

**2.0 Rate:**

**2.1** The rates quoted by the tenderer, shall be firm and inclusive of all taxes (including GST), custom duty, entry tax, duties and levies and all charges for packing forwarding, insurance, freight and delivery, installation, testing, commissioning etc at site i/c temporary constructional storage, risks, overhead charges, general liabilities/obligations and clearance from local authorities.

**3.0 Completeness of tender:**

**3.1** All sundry equipment, fittings, unit assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections, and all other items which are useful and necessary for efficient assembly and installation of equipment and components of the work shall be deemed to have been included in the tender irrespective of the fact whether such items are specifically mentioned in the tender documents or not.

**4.0 Storage and custody of materials:**

**4.1** Contractor has to make his own arrangement for storage of material and their safe custody shall be the responsibility of the contractor till the final taking over of the installation by the department.

**5.0 Care of the Building:**

**5.1** Care shall be taken by the contractor while handling and installation the various equipment and components of the work to avoid damage to the building. He shall be responsible for repairing all damages and restoring the same to their original finish at his cost. He shall also remove at his cost all unwanted and waste materials arising out of the installation from the site of work.

**6.0 Completion period:**

**6.1** The completion period indicated in the tender documents is for the entire work of planning, designing, approval of General arrangement drawings, supplying, installation, testing, commissioning and handing over of the entire installation to the satisfaction of the Engineer-in-charge.

**7.0 Performance Guarantee:**

**7.1** The tenderer shall guarantee among other things, the following vis-à-vis specifications.

a. Quality, strength and performance of the materials used.

b. Safe mechanical and electrical stress on all parts under all specified conditions of operation.

**8.0 Defect Liability Period:**

a. All the equipment's shall have defect liability period of 12 months to be reckoned after the date of recording of completion certificate by the department.

b. The equipment's or components, or any part thereof, so found defective during warrantee period shall be forthwith repaired or replaced free of cost, to the satisfaction of the Engineer-in-Charge. In case it is felt by the department that undue delay is being caused by the contractor in doing this, the same will be got done by the department at the risk and cost of the contractor.

9.0 Contractor has to submit OEM test certificate at the time of submission of bills.

10.0 Proper Shop Drawing Scheme Plan showing piping route & accessories need to be approved before executive of work.

11.0 Power Supply: Power Supply for the purpose of Installation of plant and equipment shall be arranged by the tenderer.

12.0 The bidder should submit undertake to use material as specified in the technical specification of tender including makes and declare that no deviation will be taken from the specifications, makes as specified in tender during execution.

13.0 **Water Supply:-** Contractor has to make arrangement of water for testing of Fire Fighting Work.

- 14.0 In case Engineer-in-charge feels that some brand is not meeting the product specifications, the same shall not be allowed even if its brand name is included in list of approved make/brand. No claim of contractor on this account shall be entertained. 16. Bidder should submit original leaflet & letter of authority from the manufacturer.
- 15.0 Compliance with Regulations and Indian standards
- 16.0 All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to this work. In particular, the equipment and installation shall comply with the following: a. Factories Act b. Indian Electricity Rules c. I.S. & BS Standards as applicable d. Workmen's compensation Act e. statutory norms prescribed by local bodies.
- 17.0 Nothing in this tender shall be construed to relieve the successful tenderer of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulations and safety codes.
- 18.0 **Indemnity:** The successful tenderer shall at all times indemnify the department, consequent on this works contract. The successful tenderer shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the department shall not be responsible for any accident or damage incurred or claims arising there from during the period of erection, construction and putting into operation the equipments and ancillary equipment under the supervision of the successful tenderer in so far as the latter is responsible. The successful tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer due to the above.
- 19.0 **Erection Tools:** No tools and tackles either for unloading for shifting the material for erection purposes would be made available by the department. The successful tenderer shall make own arrangement for all these facilities.
- 20.0 **Mobilization Advance:** No mobilization advance shall be paid for this work.
- 21.0 **Verification of correctness of Equipment at Destination:** The contractor shall have to produce all the relevant records to certify that the genuine equipment from the manufacturers has been supplied and erected.
- 22.0 **Painting:** This shall include cost of painting of entire exposed iron work in the installation. All material works shall be painted at the works before dispatch to the site.
- 23.0 **Quality Assurance:**
- 23.1 The conducting plan, Internal EI layout, schematic diagram as per contract specifications shall be prepared by the respective contractor and will be submitted by contractor duly signed before placing the order. The engineer-in-charge shall approve the shop drawing/ plan /layout as per contract conditions.
- 23.2 All the materials to be used in the work shall be new and of good quality and shall be not older more than 6 months from the date of receipt at site or year of manufacturing should be current. The equipment shall be procured directly from the manufacturer or authorized dealer and delivery challan / proof of dispatch of material of the Agency from where the material is purchased in support of genuineness of material shall be submitted along with bill for verification.
- 23.3 Manufacturer test certificates of all the equipment and material shall be submitted along with supply.
- 23.4 Department may send any material for testing. Testing charges if any shall be borne by the contractor. No amount will be paid for sample material sent for testing purpose.
- 24.0 **Completion Plans:** After completion of work the contractor shall submit three sets of manufacturer's maintenance and operating instructions.
- 24.1 The order of preference in case of any discrepancy as indicated in condition No. 8.1 under "Conditions of Contract" give in standard CPWD contract form may be read as the following:
- i) Nomenclature of items as per schedule of quantities.
  - ii) General conditions, Particular specification and additional condition, if any.
  - iii) CPWD specifications.
  - iv) Architectural Drawings
  - v) Indian standard specifications of B.I.S.
  - vi) Sound Engineering Practice
- 25.0 A reference made to any Indian Standard specification in these documents, shall imply to the latest version of that standard. Including such revision/amendments as issued by the bureau of Indian standard upto last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian standard applicable to the work at site.

<b>SECTION-XI</b>	<b>ADDITIONAL CONDITIONS FOR IEI WORK</b>	
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**1.0 GENERAL SCOPE OF WORK:**

1.1 The specifications given below pertain to the internal electrical installation work and CPWD Specifications are to be followed.

**2.0 POINT WIRING:**

2.1 The wires used for the point wiring and power wiring shall be of 650 / 1100 Volts grade FRLS PVC insulated multi stranded copper conductor single core cables.

2.2 All mounting boxes for plate type accessories shall be of metallic construction and of the same make as that of the plate type switches and accessories.

**3.0 COPPER AND ALUMINIUM CABLES**

3.1 This specification covers the supply, installation, testing and commissioning of 1100 V grade cables.

3.2 The design, manufacture and performance of the cables should conform to the relevant IS.

**4.0 MOULDED CASE CIRCUIT BREAKERS**

4.1 The MCCBs shall comprise single units of triple pole/four pole construction as specified, shall be rated for 415 V AC.

4.2 All live parts shall be totally enclosed and shrouded with a heat resistant moulded insulating material housing. Operating mechanism shall be quick make, quick break and trip free type.

4.3 The MCCB shall be provided with the following features in microprocessor Release:

a) Inverse-time-current tripping characteristics under sustained overload.

b) Instantaneous tripping on short circuit

4.4 MCCBs shall be of current limiting type.

4.5 The rated service breaking capacity (Ics) shall not be less than the ultimate short circuit breaking capacity (Ics = Icu) 4.5 Variable Thermal setting shall be provided in all MCCB s with thermal magnetic Release.

4.6 All circuit breaker below 250 amps rating shall be provided with thermal magnetic Release & circuit breakers of 250 amps rating and above shall be provided with Microprocessor based release unless otherwise specified.

4.7 All MCCBs shall be provided with rotary handles and links for which nothing extra shall be paid.


5.0 **LED Fixtures:** All LED fixtures provided under the contract shall be guaranteed for a period of 5 years from the date of completion. The contractor shall submit onsite warranty/guarantee of material against manufacturing defects for a period of five year for for LED fittings duly signed by not below the rank of Regional Manager / Director/ Owner of Proprietor of the Manufacturing firm.

6.0 The agency has to submit LN-79 report issued by NABL accredited laboratory and LM-80 report from LED manufacturers.

7.0 The contractor has to submit a copy of all the original bill / receipt for purchasing the material from manufacturer/authorized dealer for bonafied use at site at the time of submitting of bill.

8.0 **Terms of Payment:** The following percentage of contract rates shall be payable against the stages of work as shown.

SL No.	Stage of Work	All Items
1.	After delivery at site in good condition on pro rata ba sis	70%
2.	On completion of pro-rata installation	20%
3.	On successful testing and commissioning of the system	10%

<b>SECTION-XII</b>	<b>SCOPE OF WORK - Part A1 and Part A2</b>	
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### **GUIDELINES OF BIO SAFETY LEVEL-2 FACILITY**

Following guidelines needs to be followed for the works related to Air system, Heating , Ventilation, cooling , Temperature and humidity control, Fire safety and Lighting for the Lab .

#### **1. Energy Conservation and Sustainability**

- a. Heating, Ventilation, Cooling and lighting should be automatically controlled when not in use
- b. Above facility should be designed to meet the requirement of building regulations norms.

#### **2. Lighting**

- a. Natural lighting should be used (optimally) which are possible. Passive solar design should ensure that laboratory areas are located where they can benefit from natural daylight.
- b. Solar protection should be provided to minimize solar glare. This may include the use of sun shades, Sun light reduction glazing and window blinds.

#### **3. Ventilation**

- a. Ventilation system for clean laboratories should maintain positive pressure at all times.
- b. Mechanical ventilation to internal rooms other than laboratories should provide minimum air changes. It shall be necessary to maintain a comfortable condition; therefore, low velocity mechanical ventilation system should be used.

#### **4. Control Systems**

- a. All supply and extract system should have local control system in addition to the central main control
- b. Supply and extract fans should be interlocked. This will ensure that the supply fan will not operate unless air fop is established with extract system.
- c. Laboratories spaces should be comfort cooled without local humidity control.

#### **5. Fire Safety**

- a. All necessary fire direction, protection and prevention should be provisioned in the laboratory. The principles of fire safety apply equally to new projects, alterations and upgrading of existing buildings.
- b. Concentration should be given to the fire safety strategy during the design stage. Operational aspects such as staff responsibilities, Equipment provision, building and engineering layouts should be made. Fire exit route should be displayed with location of the nearest exit.
- c. Installation of A,B,C Type of Fire extinguisher.
- d. Training of lab staff as new to operate.

Other aspects such as facility design, architectural, ergonomics feature, service room and support spaces, drainage and waste system, hot and cold water system, waste management, safety instruments, PPE Kits, extract system, procedures, laboratory monitoring, health and medical surveillance, emergency procedures shall be as per standard guidelines applicable for the said facility.

**FACILITY PARAMETERS TO BE PROVIDED BY AGENCY IN THE BSL2 FACILITY**

**Location : BLOCK I Lab No : PTI 103 (1<sup>st</sup> Floor )**

- 1. Temperature in Lab to be maintained in Lab :**
  - a. Range: 20 ° to 25 °Celsius.
  - b. Operational time 24x7 hrs during working .
- 2. Humidity (RH)**
  - a. Level Range: 30% to 60% (RH)
- 3. ACH (Air Cycles/Hour)**
  - a. ACH : 10 to 12
- 4. Ventilation**
  - a. lab /room shall use 100% outside fresh air and exhaust 30% to 50% as required . There shall be no return of fume hood / laboratory exhaust back into the building.
- 5. Lightening Lux Level**
  - a. Lux Level : 350 to 500 Lumens
- 6. Differential Pressure Level between lab and outside lab with AHU (on Magnehelic guage ) on wall**
  - a. Positive pressure in lab : 2 to 5 mm of water

**Air quality level to be maintained in lab**

  - a. AQI : Below 100 micrograms per cubic metre
- 7. Air Cleanliness level :**
  - a. Particulate size down to 0.3 micron with heap filter
- 8. Sound level**
  - a. Less than 60 dB

**Signature ,stamp of the tenderer**

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**Name of Work- S/I/T/C of AC, Gas tubing, accessories and allied Lab works to set up Tissue Culture lab in Block I (FF) at NIPER, SAS Nagar**

**SCOPE OF WORK :**

1. The total work BOQ consists of 2 Parts i.e. Part-A1 and Part-A2. The lab is to be developed as an operational Lab to achieve the lab parameters as per the standards followed for BSL2 lab.

**Part-A1- From Serial No. A to I of BOQ.**

2. Mentioned below are the various works, accessories which shall be required to achieve the required parameters with respect to positive/negative pressure, hygiene, air quality, entry control, fire safety etc in the said Lab. Details of each respective work/item shall be as per BOQ

- (a) SITC of Split Air Conditioning unit (Cap. 2TR) cooling and heating
- (b) S/I/T/C of Gas Tubing
- (c) S/I/T/C of Differential pressure gauges.
- (d) S/I/T/C of Biometric System.
- (e) S/I/T/C of Air Curtain
- (f) S/I/T/C of Air Purifier
- (g) S/I/T/C of Fly Catcher.
- (h) S/I/T/C of UV Light with Fittings.
- (i) S/I/T/C of Fire Extinguisher.

**Part –A2 – From Serial No. 1 to 7 of BOQ**

3. Mentioned below are the various works, items, accessories which shall be required to maintain the temperature and humidity in the said Lab. Details of each respective work/item shall be as per BOQ

- (a) S/I/T/C Air Handling Unit (AHU) with DX coil
- (b) S/I/T/C Condensing Unit (cap : 5.5 TR)
- (c) S/I/T/C Relative Humidity and temperature controller.
- (d) S/I/T/C Aluminum Grill and MS Black Damper
- (e) S/I/T/C GI Ducting.
- (f) S/I/T/C Insulation.
- (g) S/I/T/C Electrical Panel (DX and Heater).

**Submission of drawings of above items/works :**

- 1) Agency shall submit all the pre installation drawings before start of work and after award of order as per the details of site .
- 2) Work shall be started only after approval of pre installation drawings.
- 3) Pre installation drawings should be submitted within 15 days from award of order .
- 4) As Built drawings after completion of work shall be A2 (colored ) as per standards followed in industry .
- 5) As Built drawings both Hard and soft copies shall be submitted in 4 sets each for full complete layout as per actual site installations .
- 6) As Built drawings of Individual items shall be of A2 size – 2 sets
- 7) All Drawings are to be deposited with Engineer-in-charge(Mech ) NIPER for approval before start of work and after completion of works as applicable .
- 8) All cost involved for drawings shall be inclusive in the rates of Price Bid to be quoted by agency..

**Signature and Stamp of Tenderer**

**Name of work : S/I/T/C of AC, Gas tubing, accessories and allied Lab works to set up Tissue Culture lab in Block I (FF) at NIPER, SAS Nagar**

**General Terms and Conditions**

**(for PART A1 and PART A2)**

The Agency should ensure that the S/I/T/C works at NIPER site meet the specification laid .

1. **List of Locations** of Installations of : Block I (1<sup>st</sup> floor ) PT1 Lab
2. **Technical data Sheet : TDC of Part A1 and Part A2** is to be attached fully filled signed and stamped along with Bid. (Refer Annexure-I)
3. List of Acceptable quality and workmanship of Items and there complete installation works (Refer Annexure II)
4. Agency may visit the site of installation before quoting the rates in the bid
5. Rates quoted by Agency should include all charges such as Installation, GST ,Taxes, Carriage, Insurance, Manpower cost, etc. upto the site.
6. Work should be completed to the satisfaction of Engineer-In-Charge, NIPER, SAS Nagar .
7. Completion time for Part A1 and Part A2 shall be 3 months from effective date of award of order
8. All minor civil works such as making hole in wall, connection from input supply, carriage of AHU ,split ac and allied/related items/ material from one location to another within NIPER campus shall be inclusive in the rates being quoted by Agency without any extra cost to the NIPER. Any holes/breakage done at site on walls/floors etc shall have to be repaired to give proper finish by Agency to the satisfaction of Engineer-in-charge without any extra cost to NIPER.
9. All the BOQ items shall be of respective makes. Different makes of same item in supply shall not be acceptable.
10. The Agency shall be responsible for theft, breakage, non working condition etc. of items supplied up to the date of commissioning.
11. The Agency may have to work in coordination with the other Agency, if any, at the time of execution. The representatives of Agency should maintain good discipline, behavior with staff, students, and other Agency's representatives.
12. No hard drinks, intoxicants shall be permitted in the campus.
13. Agencies to submit the proof of identity of manpower deployed..
14. **Service centre of OEM / Authorized dealer/sub dealer of OEM/ Agency .**
  - (a) The Service centre should be well equipped with workshop machinery required to execute the repair/provide maintenance services within 24 Hrs. during the warranty periods. The service centre should be located within tricity ( Chandigarh, Panchkula, SAS Nagar)/ or 40 km radius from NIPER SAS Nagar. The service centre must have company/Agency trained technicians/ repair and maintenance service personal should be duly equipped with service kits and readily available spares in stock to attend/ rectify the complaint within time period allotted. Agency carrying out maintenance /repairs during warranty periods shall have to take genuine spares ,technical clarification ,PCB , compressor etc if required during breakdowns from OEM /authorized service dealers so that repairs are done within 24 hours and to avoid delays .
15. **Preventive and breakdown maintenance schedule**
  - (a) Agency shall provide 02 nos. preventive maintenance including spares required in a year from date of commissioning. only genuine spares of OEM should be utilized foe carrying out services and repairs
  - (b) The Agency shall have to attend " n " number of breakdown of Air-conditioning machines supplied during the warranty period within 24 hrs. after the complaint. The complaint shall be attended by the service centre though E-Mail/ phone call etc.
16. **Contact Number for complaint registration :**
  - (a) The agency shall provide service contact mobile numbers of at least two authorized persons of agency who will received call of complaint and assist for attending the same.
17. **Service Report:**  
Agency shall submit service report of installation and commissioning within one week from the date of commissioning at NIPER SAS Nagar the report should be duly signed by the authorized representative of the Agency. The service report should include all major technical parameters of Part A1 and Part A2 items/works (Such as AHU, condensing unit ,split AC,gas tubings,differential pressure gauges, air purifier and allied machinery/accessories etc) as required at site for smooth operation and the same is to be submitted to the Engineer-in-charge, NIPER for acceptance ..
18. **Breakage/ transit insurance**  
Any breakage during transit or at site during installations shall be the responsibility of the supplier .In case of damage to items in Part A1 and Part A2 of BOQ the same shall be replaced by agency with new one as per the decision of the Engineer-in-charge , NIPER , SAS Nagar in contract period .



**19. Risk and cost to Agency**

In case the awarded items /work is not completed by agency at NIPER site to the satisfaction of engineer-in-charge within the allotted time period . The same shall be got done from the market at the prevailing rates and cost incurred for the same shall be deducted from the running bills/ Security deposit with NIPER .

**20. Warranty Period :**

- (a) Initial Warranty shall be for a period of 1 year for complete unit ,and shall include all type of services and spares. Compressor and PCB shall have standard warranty as per OEM.
- (b) Extended warranty on the complete setup of lab for providing operational run with required parameters of lab shall be of 2 years from the date of completion of first year of standard warranty and will include all services and spares required for smooth functioning of all the machine units to achieve required lab parameters during operational run .

**21. Completion of work**

The work of S/I/T/C as per site requirement should be completed as per BOQ and within time frame allotted to the satisfaction of the Engineer-in-charge, NIPER, SAS Nagar.

**22. Payment Terms**

- (a) After complete delivery in good condition on pro rata basis at respective site : 70%.
- (b) On completion of Pro rata installations at respective site : balance: 20 %
- (c) On successful commissioning and testing at site : balance 4 %.
- (d) After completion of warranty period of one year : balance @2%
- (e) After completion of Extended warranty period of 2 years : balance @2% per year
- (f) The payments mentioned above shall applicable for released subject to satisfaction of the inspecting authority NIPER SAS Nagar.

**23. Penalty**

Penalty @ 1% per week and maximum upto 10% of the total awarded cost shall apply for delay in S/I/T/C work beyond the scheduled time of completion ,and not supported by any approval for extension of time. The amount of penalty shall be deducted from security deposit/Bills of agency as deemed fit by Engineer-in-charge / the competent authority NIPER .

**24. Deviation in total cost**

Deviation in the total value of work awarded shall be permitted subject to the actual requirement at site and approval of the competent authority NIPER. Agency have to put up the additional requirement if any as per site requirement to the Engineer-In-Charge NIPER.

**25. Extra and additional works**

In case of any extra work as required at site as per the quantities in BOQ . The same shall be executed by agency as per directions of by Engineer-in-charge NIPER subject to approval of the Director NIPER . The quantity in such cases shall not exceed 30 % of the quantity in BOQ .

For additional works which are not in the scope of BOQ but required at site ,the same shall be applicable subject to NIPER permissible limits with recommendation of Engineer-in-charge and approval of the Director/competent authority NIPER

**26. Extension of Time**

Under normal circumstances no extension of time shall be granted to the Agency after the completion date. Any request for the extension of time shall be put up to the Engineer-in-Charge by the Agency under the unforeseen circumstances and site requirement for necessary approval of the Competent Authority. No additional work shall be started without Approval .

**27. Submission of Bills**

Agency shall be permitted to submit maximum 3 Nos of Bills against the awarded order during the contract period .

**28. Release of payment**

The payment shall be subject to the submission of Bills and status of completion of work at the time of raising of bill at site and as certified by Engineer-in-charge , NIPER . The time period of release of payment shall be 21 days by the Accounts section, NIPER after technical certification with respect to completion of work by Engineer-in Charge, NIPER .

**29. ARBITRATION.**

All disputes, differences or questions arising out of or in connection with this agreement between the contractor and the NIPER (except those disputes/ differences or questions where the decision of the particular authority is stated to be as final) shall be referred to the sole arbitration of a person to be appointed by the Director, NIPER whose decision shall be final and binding on both the parties. If the appointed arbitrator resigns before publishing the award, the above mentioned appointing authority i.e Director , NIPER shall appoint another arbitrator.

**30. Administrative Powers and Final Authority**

- a) Director, NIPER, S.A.S. Nagar does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
- b) Director, NIPER, S.A.S. Nagar reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.

- c) Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
- d) The DIRECTOR, NIPER, SASNAGAR shall be the final authority in all matters w.r.t Legal, administrative, financial including award of full or partial order before or during the contract period concerning the said S/L/T/C works of the institute.

**Signature and stamp of tenderer**

## Annexure-I

## 31. Technical Data Sheet

To be filled by Agency			
<b>Name :</b>	S/I/T/C of AIR HANDLING UNITS (AHU with DX coil )& allied items		
<b>S. No</b>	<b>Part A2</b>	<b>Description of Specifications</b>	<b>To be filled by agency being complied (Yes/No)</b>
1	AHU with DX coil unit	-CFM 2000, Total static pr. (mm wg) 125	Yes/No
2	Condensing Unit	cap 5.5. TR	Yes/No
3	DX coil	Casing : G.I. sheet/MOC Tube:0.4mm thick,12.5mm dia,Copper, Hydraulically tested at 250psi./MOC Fins:0.16 mm thick, Aluminum,12 fins/inch properly bonded with tube/Face velocity:@500FPM/6Row Deep. Heater , plug fan as per OEM design	Yes/No
3	Double Skin AIR HANDLING UNIT	Comprising of Framework Assembled Out of Extruded Aluminlum Thermal Break Profiles and Perralumin Nylon Glass, Fibre Reinforced Corner Joints Having Double Skin Sandwich Panels Injected with PUF 43 mm ,PUF insulation panel of density $40 \pm 2$ Kg/m <sup>3</sup> ,Panel inner sheet GI 0.6 mm and outer sheet 0.6 mm Pre Painted GI .Drain pan SS 304 (18 swg).Base Section (GI).Limit switch, Marine light	Yes/No
4	Fan Section of Double Skin Floor Mounted AHU shall have:	1) Mixing Box with FA/RA manual operated AL Dampers. 2) Filter Section with 50 mm Thick Box type Pre-Filter . 3) Coil Section with Multi 6 Row Deep DX type Cooling Coil. 4) Fan Section with Direct driven Fan , Drive Set & Motor . 5) Filter Section with 305 mm Thick Flange type Fine Filter (EU-7). 6) No. of fans- 1 , rpm 2400 +- 5% , motor rating (kw) 2.2 or as per OEM design . 7)Standard anti-vibration rubber isolators provided below fan-motor base assembly. 8) Canvass connection, limit switch & light in ceiling suspended units 9)bulb (illumination lamp) 10) Dampers suitable for motorized operation with extended shaft to mount actuator	Yes/No
5	3/2 way mixing valves, temperature & pressure measuring device and sensors , grills, speed regulator switch	as per OEM design being provided	Yes/No
6	AHU shall provide Fan/blower noise level at Lab end :	max 50 dB	Yes/No
7	Face velocity across coil and filter considered is	500 FPM.	Yes/No
8	Material of Sump Would have 18G SS-304 COIL: DX COOLING COIL and coil Blank offs Plain GI / GI. Material Of Tube Would have Copper (Plain) Tube Dia. (mm / inch) , 12.5 mm / 1/2-inch O. D. or suitable to the AHU design. Thickness of tube (SWG / mm) 027 SWG / 0.41 mm. Header Material Cu Header with MS Adaptor. Fin Spaced at about 472 Fins per Meter (10 - 12 FPI)/as per OEM design		Yes/No
9	Pre Filter[EU-4]: Flange type ,Al. construction . ,washable HDPE,90% down to 10 $\mu$ With Mixing. Fine filter[EU-5]: AHU mounted, Flange type, AL construction, to remove particles down to 5 microns with an efficiency of 95 % . Filters . Efficiency of Fine/hepa-filters (EU-7) 99 % down to 03 micron Media of Filters Synthetic non-woven.		Yes/No
10	Type:TEFC,IP:55, Foot Mounted, Poles: 2 or 4/RPM:1440/2800, Volts:3 $\emptyset$ ,415,Mounting:Heavy duty channels, motor movement on both axis[X & Y], VFD Compatible induction motor Motor Efficiency IE-3 Isolator, Rubber Mount Light & Limit switch		Yes/No
11	<b>Ducting</b>		

	Factory / Site Fabricated GI ducting as per IS Standard with RTV sealant & 3 mm thk Rubber gasket strips complete with supporting hangers, reavets, nut- bolts , threaded rod, fasteners etc.Fabrication of ducts shall be through Lock forming machines. Thickness 24 Guage	Yes/No
12	MS powdered coated Supply/ Return Air grills( SAG / RAG )Grills ,	Yes/No
13	<b>Insulation</b>	
	External thermal insulation on DUCTS with Closed Cell Cross Linked Polythylene (XLPE) Foam of density $25\pm 3$ Kg/m <sup>3</sup> & thermal Conductivity not exceeding 0.035 W/mK at an average Temperature of 40°C. The Material will be rated as Class O,	Yes/No
14	<b>Electrical panel for AHU and DX Coil</b>	
	Electrical panel with RYB Indicators, (suitable capacity of MCB ),Contactors(DOL& Heater,) ,O.L.R For DOL ,start/stop push button(D.O.L& VFD),Auto/Manual Selector Switch(V.F.D&D.O.L),ON/OFF Selector Switch(DX& Heater),On/off trip(D.O.L) ,Indicator, Electrical Panel Totally enclosed ,with Hinged Doors, Gasket .Suitable For Locking Arrangement and VFD Port .	Yes/No

The above Technical data provided is true .

Signature & stamp of the Tenderer

## Technical Data Sheet

<b>To be filled by the Agency</b>			
<b>Specification of Split AC machine and EI Voltage Stabilizer being offered by Agency against this Bid</b>			
S. No	Part A1	Item description	Technical Parameters
<b>1</b>	<b>Split AC</b>		
		Make and Model number of Split AC unit ( Indoor and Outdoor)	
		Rated Capacity 2TR $\pm$ 10%	TR
		Rated Cooling at 100% load : 24000 $\pm$ 10% BTU/ hr	btu/H
		Rated Heating at 100% load in : 6300 to 7000 watts	Watts
		Machine design at ambient temp.	$^{\circ}$ C
		Single Phase/ 230V/50 Hz	Yes/No
		Rated power consumption (Range) : As per OEM	KW
		BEE star rating : 3 star or higher efficiency rating	star
		<b>Indoor Unit Specification</b>	
		length of air flow > 15 ft	cmh
		Cooling Coil Row :3 nos	nos.
		Sound Level : 45dB Maximum	dB
		Body colour	
		<b>Outdoor Unit Specification</b>	
		Compressor type : DC/AC inverter-return cooled –Twin Rotary or equivalent	Yes/No
		Expansion Valve : motorized electronic.	Yes/No
		Refrigerant piping : (1/4"/ 3/8" – liquid line and 5/8" –gas line) with standard length of 3 mtr. of copper tubing and insulation as per OEM.	Yes/No
		Refrigerant : As per OEM standard	R-
		Max current range : As per OEM standard	Yes/No
		Interconnecting wiring in between outdoor and indoor as per standard specification and length -3 mtr. (OEM specification)	Yes/No
		LCD remote control (as per OEM standard )	Yes/No
		body shade –white scratchless (as per OEM design )	Yes/No
		<b>Warranty Period as OEM standard</b>	
		i) On complete Split AC Machine : 1 year Minimum	yrs.
		ii) On Compressor: 5 Years minimum	yrs.
		iii) On Indoor PCB : 1 year Minimum	yrs.
		iv) On Outdoor PCB: 1 year Minimum	yrs.
<b>2</b>	<b>Electronic Voltage Stabilizer</b>		
		<b>Make and Model number of Electronic Voltage Stabilizer</b>	
		Capacity- 5 KVA	Yes/No
		Digital Display of Volt Meter	Yes/No
		Copper wound ,ISI specified	Yes/No
		IC tech	Yes/No
		Single phase ,50 Hz	Yes/No
		Voltage fluctuation range : 170 to 270 V(minimum)	Yes/No
		Over voltage cut out	Yes/No
		Body material ABS	Yes/No
		<b>Warranty period: 2 year Minimum</b>	yrs.

The above Technical data provided is true .

Signature and Stamp of tenderer

**Technical Data Sheet :**

<b>To be filled by Agency</b>		
<b>Name :</b>	S/I/T/C of AC ,gas tubing, accessories and allied Lab works to set up cell culture Lab as per BSL-2	
<b>S. No</b>	<b>Part A1</b>	<b>Description of Specifications</b>
		<b>To be filled by agency being complied (Yes/No)</b>
	<b>B. Gas tubing</b>	
1	Gas tubing SS304 grade	Yes/No
2	Gas tube fittings SS 304 grade	Yes/No
3	Gas tube PVC sleeves (color Coded)	Yes/No
4	Gas regulator double stage SS body	Yes/No
5	Gas Manifold (SS& brass) 2way	Yes/No
6	LPG regulator single stage Zinc alloy	Yes/No
7	Pig tails SS 304	Yes/No
8	PVC casing capping	Yes/No
9	GI tray powdered coated 150 micron thickness	Yes/No
10	MS sheet for cage 22swg	Yes/No
	<b>C .Differential pressure gauge</b>	
11	Analog Differential pressure gauge 0-10mm wg , Dial size dia 100 mm	Yes/No
	<b>D. Biometric</b>	
12	Biometric system confirming to IEC60950-1:2005(2 nd edition standard of ERTL(proximity ,pin,card)	Yes/No
	<b>E. Air curtain</b>	
13	Air curtain with air velocity 9-11 m/s	Yes/No
	Body Ss 304	Yes/No
	Noise level < 70 db	Yes/No
	<b>F. Air Purifier</b>	
14	Air purifier 3 stage (pre filter,heap filter, activated carbon filter )	Yes/No
	CADR 250 minimum	Yes/No
	Air changes per hour(ACH) -3	Yes/No
	<b>G. Fly catcher</b>	
15	Fly catcher - florescent tube-18 watts, high voltage mesh type	Yes/No
	Metal powdered coated body	Yes/No
	<b>H.UV Light with fitting</b>	
16	UV Light with fittings -30 Watt length – 36”, ceiling mounted	Yes/No
	<b>I . Fire extinguisher</b>	
17	ABC Dry powder cap : 4 kg in MS cylinder powdered coated PO red ISI marked	Yes/No
	Fittings /Accessories Control valves , hopper , clamps etc	Yes/No

The above Technical data provided is true

**Signature and stamp of tenderer**

**Annexure :II****31. ACCEPTABLE QUALITY AND WORKMANSHIP :**

For all the works /items /machinery Executing agency shall have to comply with the specifications laid and good quality aesthetics and workmanship of work/product shall be as per OEM / standards followed in industry and its installation , commissioning at site to satisfaction of the NIPER /designated official.

S. No	ITEM	Quality Standards
1	AHU with DX Coil	Zeco/ Edgetech/ Ravi aircon/aireff or Equivalent Branded .
2	DX Coil	Nicotra/Rosenberg or equivalent branded
3	Motors	Crompton/Bharat Bijali/ABB or equivalent branded
4	Filters	Trueair/Thermodyne Mechmark/ AAF or equivalent branded
5	Centrifugal Fans	KrugerGreen/ Heck/ Mico or Equivalent Branded
6	Vane/ Tube Axial Fans	KrugerGreen Heck/ Mico or Equivalent Branded
7	Propeller Fans	Kruger/ Green/ Heck /Mico or Equivalent Branded
8	Inline Fans	Kruger/ Green/ Heck/ Mico or Equivalent Branded
9	Condensing Coils	Carrier/Voltas or equivalent brand
10	GSS Factory Fabricated Duct	Ductofab/ Zeco/ Rolastar or Equivalent Branded
11	Flexible Duct	Thermaflex/Rolastar/ GP Spira or Equivalent Branded
12	Duct Support	Hilti/ Gripple or Equivalent Branded
13	Grills	Ruskin/ TitusCaryaire/ Glenstorms/ Cynor or Equivalent Branded
14	Diffuser	Ruskin/ TitusCaryaire/ Glenstorms/ Cynor or Equivalent Branded
15	Louvers	Ruskin/ Titus/Caryaire/ Glenstorms/ Cynor or Equivalent Branded
16	Fire Dampers	Ruskin/ Titus/Caryaire/ Glenstorms/ Cynor or Equivalent Branded
17	Fire Damper Actuators	Johnson/ Honeywell/Belimo or Equivalent Branded
18	Volume Control Dampers	Ruskin/ Titus/Conaire/ Glenstorms or Equivalent Branded
19	Refrigerant	Piping/ Mandev/ Rajco/ Kembla or Equivalent Branded
20	Welding Rods	Advani/ L & T/ Maruti weld or Equivalent Branded
21	M.S Pipes	Sail/ Tata/ Jindal or Equivalent Branded
22	Balancing Valves	Danfoss/ Belimo/ Advance or Equivalent Branded
23	Flexible connection	EasyflexBDK Resistoflex or Equivalent Branded

24	Duct Insulation	Thermobreak/ Torcellene/ K-flex or Equivalent Branded
25	Pipe Insulation	Thermobreak/Torcellene/ K-flex/ Armacell or Equivalent Branded
26	Accoustic Insulation	Armacell/ Owen's/ Corning/ K-flex or Equivalent Branded
27	Electrical Panel as per standards	L&T/ Schnieder/ Kalyani or equivalent branded
28	Split AC Unit (Cap. 2TR)	O-General/Daikin/ Bluestar/ Voltas or Equivalent Branded
29	Electronic Voltage Stabilizer	V-Guard or Equivalent Branded
30	Copper Pipe	Total line/mexflow/whirlpool/RR or equivalent branded
31	MS sheet	Jindal/ Tata/ Sail
32	SS Tubing Flexible	JIndal/ Sail/ or equivalent brand
33	SS Fitting	Jindal/ Sail or equivalent brand
34	Gas Regulators	Esab/ Athena/ President or equivalent brand
35	Differential pressure Guages	Dwyer/magnehelic/sensocon
36	Biometric system	Hikvision/godrej/secureeye or equivalent branded
37	Air curtain	Totaline /carrier/Mitsubishi/or equivalent branded
38	Air purifier	Phillips/MI/carrier or equivalent branded
39	Fly catcher	Phillips/fly o flash/ibell or equivalent branded
40	UV light with fittings	Phillips /havell's/or equivalent branded
41	Fire extinguishers	Safex/eco/ceasefire or equivalent branded

Acceptable makes / items not taken but required at site shall be as per the decision of Engineer-in-charge NIPER .

**Signature , stamp of the Tenderer**



## Annexure-I

## 32. Technical Data Sheet

To be filled by the Agency		
Specification of Split AC machine and EI Voltage Stabilizer being offered by Agency against this Bid		
S. No	Item	Technical Parameters
1	<b>Split AC</b>	
	Make and Model number of Split AC unit ( Indoor and Outdoor)	
	Rated Capacity 2TR $\pm$ 10%	TR
	Rated Cooling at 100% load : 24000 $\pm$ 10% BTU/ hr	btu/H
	Rated Heating at 100% load in : 6300 to 7000 watts	Watts
	Machine design at ambient temp.	$^{\circ}$ C
	Single Phase/ 230V/50 Hz	Yes/No
	Rated power consumption (Range) : As per OEM	KW
	BEE star rating : 3 star or higher efficiency rating	star
	<b>Indoor Unit Specification</b>	
	length of air flow > 15 ft	cmh
	Cooling Coil Row :3 nos	nos.
	Sound Level : 45dB Maximum	dB
	Body colour	
	<b>Outdoor Unit Specification</b>	
	Compressor type : DC/AC inverter-return cooled –Twin Rotary or equivalent	Yes/No
	Expansion Valve : motorized electronic.	Yes/No
	Refrigerant piping : (1/4”/ 3/8” – liquid line and 5/8” –gas line) with standard length of 3 mtr. of copper tubing and insulation as per OEM.	Yes/No
	Refrigerant : As per OEM standard	R-
	Max current range : As per OEM standard	Yes/No
	Interconnecting wiring in between outdoor and indoor as per standard specification and length -3 mtr. (OEM specification)	Yes/No
	LCD remote control (as per OEM standard )	Yes/No
	body shade –white scratchless (as per OEM design )	Yes/No
	<b>Warranty Period as OEM standard</b>	
	i) On complete Split AC Machine : 1 year Minimum	yrs.
	ii) On Compressor: 5 Years minimum	yrs.
	iii) On Indoor PCB : 1 year Minimum	yrs.
iv) On Outdoor PCB: 1 year Minimum	yrs.	
2	<b>Electronic Voltage Stabilizer</b>	
	<b>Make and Model number of Electronic Voltage Stabilizer</b>	
	Capacity- 5 KVA	Yes/No
	Digital Display of Volt Meter	Yes/No
	Copper wound ,ISI specified	Yes/No
	IC tech	Yes/No
	Single phase ,50 Hz	Yes/No
	Voltage fluctuation range : 170 to 270 V(minimum)	Yes/No
	Over voltage cut out	Yes/No
	Body material ABS	Yes/No
	<b>Warranty period: 2 year Minimum</b>	yrs.

The above Technical data provided is true .

Signature and Stamp of tenderer

**33. ACCEPTABLE QUALITY AND WORKMANSHIP :**

For all the works /items /machinery Executing agency shall have to comply with the specifications laid and good quality aesthetics and workmanship of work/product shall be as per OEM / standards followed in industry and its installation , commissioning at site to satisfaction of the NIPER designated official.

S. No	ITEM	Quality Standards
1	AHU with DX Coil	Zeco/ Edgetech/ Ravi aircon/aireff or Equivalent Branded .
2	DX Coil	Nicotra/Rosenberg or equivalent branded
3	Motors	Crompton/Bharat Bijali/ABB or equivalent branded
4	Filters	Trueair/Thermodyne Mechmark/ AAF or equivalent branded
5	Centrifugal Fans	KrugerGreen/ Heck/ Mico or Equivalent Branded
6	Vane/ Tube Axial Fans	KrugerGreen Heck/ Mico or Equivalent Branded
7	Propeller Fans	Kruger/ Green/ Heck /Mico or Equivalent Branded
8	Inline Fans	Kruger/ Green/ Heck/ Mico or Equivalent Branded
9	Condensing Coils	Carrier/Voltas/Bluestar or equivalent Branded
10	GSS Factory Fabricated Duct	Ductofab/ Zeco/ Rolastar or Equivalent Branded
11	Flexible Duct	Thermaflex/Rolastar/ GP Spira or Equivalent Branded
12	Duct Support	Hilti/ Gripple or Equivalent Branded
13	Grills	Ruskin/ TitusCaryaire/ Glenstorms/ Cynor or Equivalent Branded
14	Diffuser	Ruskin/ TitusCaryaire/ Glenstorms/ Cynor or Equivalent Branded
15	Louvers	Ruskin/ Titus/Caryaire/ Glenstorms/ Cynor or Equivalent Branded
16	Fire Dampers	Ruskin/ Titus/Caryaire/ Glenstorms/ Cynor or Equivalent Branded
17	Fire Damper Actuators	Johnson/ Honeywell/Belimo or Equivalent Branded
18	Volume Control Dampers	Ruskin/ Titus/Conaire/ Glenstorms or Equivalent Branded
19	Refrigerant	Piping/ Mandev/ Rajco/ Kembla or Equivalent Branded
20	Welding Rods	Advani/ L & T/ Maruti weld or Equivalent Branded
21	M.S Pipes	Sail/ Tata/ Jindal or Equivalent Branded

22	Balancing Valves	Danfoss/ Belimo/ Advance or Equivalent Branded
23	Flexible connection	EasyflexBDK Resistoflex or Equivalent Branded
24	Duct Insulation	Thermobreak/ Torcellene/ K-flex or Equivalent Branded
25	Pipe Insulation	Thermobreak/Torcellene/ K-flex/ Armacell or Equivalent Branded
26	Accoustic Insulation	Armacell/ Owen's/ Corning/ K-flex or Equivalent Branded
27	Electrical Panel as per standard specifications.	L&T/ Schnieder/ Kalyani or equivalent branded
28	Split AC Unit (Cap. 2TR)	O-General/Daikin/ Bluestar/ Voltas or Equivalent Branded
29	Electronic Voltage Stabilizer	V-Guard or Equivalent Branded
30	Copper Pipe	Total line
31	MS sheet	Jindal/ Tata/ Sail
32	SS Tubing Flexible	Jindal/ Sail/ or equivalent brand
33	SS Fitting	Jindal/ Sail or equivalent brand
34	Gas Regulators	Esab/ Athena/ President or equivalent brand

1. The contractor shall produce samples before procurement of the material for approval of the client or all material required for works. The material of the makes out of the above as approved by NIPER shall be used on the work. The decision of the Engineer-in-charge from the above makes shall be final.
2. In respect of material for which approved makes are not specified as above. The same shall be decided by the Engineer-in-charge and shall be as per BIS codes.
3. The contractor shall submit samples of all materials 2 weeks before the date of incorporation of the same in work.
4. All makes specified above should invariably conform to relevant BIS codes.

**Signature of the tenderer**

<b>SECTION-XIII</b>	<b>CONDITIONS OF CONTRACT</b>	
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The contractor means the documents forming the tender and acceptance thereof and the formal agreement executed between the Competent Authority on behalf of NIPER and the contractor, together with the **documents** referred to therein including these conditions, the specifications, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together shall be deemed to form the contract and shall be complementary to one another.

In the contract, the following expressions shall unless the context otherwise requires, have the meanings, hereby respectively assigned to them.

The expression works or work shall, unless there something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or virtue of the contract contracted to be executed whether temporary or permanent and whether original altered, substituted or additional.

The site shall mean the land or other places on, into or through which the work is to be executed under the contractor any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

The contractor shall mean the individual, firm or company, whether incorporated or not undertaking works and shall include the legal personal representative of such individual or the personal comprising such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

The Engineer-in-Charge shall mean the person designated from time to time by the Director, NIPER and shall include those who are expressly authorized by him to act for and on his behalf for operation of this contract.

The Architect shall mean designated as Project Architect by NIPER.

Accepting Authority shall mean Director, NIPER.

Excepted risk are risk due to riots (other than those on account of contractors employees), war (whether declared or invasion, act foreign enemies, hostilities, civil war, rebellion, revolution, insurrection military or usurped power, any act or Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority.

Market rates shall be the rates as decided by the Engineer-in-Charge on the basis of the cost of material and labour at site where the work is to be executed plus 10 percent to cover all overheads and profits.

District specifications mean the specifications followed by the State Govt. in the area where the work is to be executed.

Department means Engineering Department of NIPER.

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

Date of commencement of work: The date of commencement of work shall be the date of start as specified in schedule 'F' or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.

### **SCOPE AND PERFORMANCE**

Where the context so require, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine tender and vice versa.

Headlines marginal notes to these General Conditions of contract shall not be deemed to form

part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, schedule of rates and such other printed and published documents, together with all drawings a may be forming part of the tender papers. None of these documents shall be used for nay purposed other than that of this contract.

**WORKS TO  
BE  
CARRIED  
OUT**

Works to be carried out under this contact shall, except as otherwise provided in these conditions include all labour, materials, tools, plants equipments and transport which may be required in preparations of and for and in the full and entire execution and completion of the works

e description given in the schedule of quantities shall unless otherwise stated be held to include wastage materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting 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.

**EFFICIENCY  
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 schedule 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.

**ALL PAGES  
TO BE  
INITIALED  
CORRECTIONS  
AND  
ALTERATIONS  
ADDENDA  
&  
CORRIGEN  
DA**

All pages of the tender document are required to be initialed and dated at the lower right hand corner of the tender or his authorized representative.

All correction (s) alteration(s) in the entries in the tender papers shall be signed in full by the tenderer with date. No eraser or overwriting is permissible.

Addenda and corrigenda to the tender documents will be issued in duplicate prior to the date of opening of the tender to clarify documents or to reflect modifications in design or contract terms.

Each addenda/ corrigenda will be distributed in duplicate to each tenderer to whom a set of tender documents has been issued. Recipient will retail tender's copy of each addenda/ corrigenda and attach original copy duly signed along with his offer. All addenda/ corrigenda issued by the NIPER shall form part of the agreement.

The OWNER reserves the right to interpolate the rates for such items of work falling between similar items of lower and higher magnitude.

**POLICY  
FOR  
TENDER  
UNDER  
CONSIDERA  
TION**

Only those tenders which are complete in all respects and are strictly in accordance with the terms and conditions and technical specification of tender documents shall deem to be considered for evaluation. Such tenders shall deemed to be under consideration immediately after opening or the tender and until such time an official intimation or acceptance/ rejection of the tender is made by NIPER to the tenderer.

NIPER if necessary will obtain clarification on the tender by requesting for such information/ clarification from any or all tenderers, either in writing or through personal contact as may be necessary. Tenderers will not be permitted to change the substance of the tender after opening of the tender.

**MEMBERS  
OF THE**

Neither the owner not official or employees of the owner shall in any way be personally bound of liable for the acts or obligations or the owner under the contract or answerable for any

<b>OWNER NOT INDIVIDUALLY LIABLE.</b>	default or omission in the observance or performance or any or the acts, matters or things which are herein contained on the part of the contractor.
<b>CONTRACTOR'S OFFICE AT SITE</b>	The contractor shall provide and maintain an office at the site for the accommodations of his agent and staff and such office shall be opened at all reasonable hours to receive instructions, notices or other communications. The contractor at all times shall maintain a site instruction book and compliance of theses shall be communicated to the Engineer-in-Charge from time to time and the whole document to be preserved and handed over after completion of the work to NIPER.
<b>RIGHT OF THE OWNER</b>	The owner reserves the right to distribute the work between more than one agency(ies). The contractor shall cooperate and afford other agencies reasonable opportunity for access to the work for the carriage and storage of material and execution their works. Wherever the work being done by any department of the owner or by other agencies employed by the owner is contingent upon work covered by this contract, the respective rights of the various interests involved shall be determined by the Engineer-in-Charge to secure completion of various portions of the work in general harmony.
<b>POSSESSION PRIOR TO COMPLETION</b>	The Engineer-in-Charge shall have the right to take possession of or use any completed or partially completed work or part of the work. Such possession or use shall not deem to be in acceptance of any work completed in accordance with the contract agreement.
<b>CERTIFICATE AND PAYMENTS NO EVIDENCE OF COMPLETION</b>	Except the final certificate, no other certificate or payment against a certificate or on general account shall be taken to be an admission by the owner of the due performance or the contract or any part their of or of occupancy or validity of any claim by the contractor.
<b>TECHNICAL EXAMINATION AND AUDIT</b>	The contractor herewith agrees that ass a respect of inspection of works by the Technical Engineer of the works and the bills of the contractor including all the supported vouchers, abstract etc. to be make after payment of the bills and as 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 or any work is found not to have been executed in accordance with the contract the contractor shall be liable to refund the amount of overpayments made already and it shall be lawful for the owner as he deem fit to recover such over payments either from any payment due and becoming due to the contractor or from the security deposit or retention money or through any further bills and/ or final bill or in any other manner whatsoever not excluding though recourse to legal action.
<b>SIGNING OF CONTRACT</b>	The successful tenderer/ contractor, on acceptance of his tender by the Accepting authority shall, within 15 days from the stipulated date of start of the work sign the contract consisting of: The notice inviting tender, all the documents including drawings if any forming the tender as issued at the time of invitation of tender and accepting thereof together with any correspondence leading thereto. Standard from consisting as mentioned in schedule F consisting of:

Various standard clauses with corrections up to date stipulated in schedule F along with annexure thereto.

Safety codes

Model rules for the protection of health, sanitary arrangements for the workers employed by the contractor.

Contractor's labour regulations.

List of acts and omissions for which fines can be imposed.

**PROTECTION OF EXPOSED EXTERNAL FINISH OF ADJOINING BUILDINGS**

The exposed external finish of the existing buildings to be cleaned side by side to keep the surface unaffected from the construction material during construction. Any defacing occurred on above a/c need to be made good by the agency at no extra cost to the NIPER.

**PERFORMA FOR BANK GUARANTEE (PERFORMANCE)**

Whereas the National Institute of Pharmaceutical Education & Research (hereinafter called NIPER which expression shall include its successors and assigns) having awarded a work order/ contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called the contract ) for \_\_\_\_\_ to M/s \_\_\_\_\_ hereinafter of \_\_\_\_\_ subject to the terms and conditions contained in the contract.

Whereas the terms and conditions of the contract require the contractor to furnish a bank guarantee for Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) being \_\_\_\_\_% of the total value of the contract for proper execution and due fulfillment of the terms and conditions contained in the contract.

We, the \_\_\_\_\_ Bank, (hereinafter called the "Bank" ) do hereby unconditionally and irrevocably undertake to pay to NIPER immediately on demand in writing and without protest/ or demur all moneys payable by the contractor to NIPER in connection with the execution of and performance of the works/ equipment , inclusive of any loss, damages, charges, caused to or suffered by NIPER by reasons of any breach by the contained n the contract as specified in notice of demand made by NIPER to the bank. Any such demand made by NIPER on the bank shall be conclusive evidence of the amount due and payable by the bank under this guarantee. However, the bank's liability under this guarantee shall be limited to Rs. \_\_\_\_\_ in the aggregate and the bank hereby agreed to the following terms and conditions:-

I. This guarantee shall be a continuing guarantee an irrevocable for all claims of NIER as specified above and shall be valid during the period specified for the performance of the contract including the period of maintenance/ warranty i.e. up to \_\_\_\_\_.

II. We, the said bank further agree with NIPER that NIPER shall have the fullest liberty without our consent and without affecting in any manner our obligations the terms and conditions of the said contract or to extend time for performance of contract by the contractor from time to time any of the powers exercisable by contract and to bear or enforce any of the terms and conditions relating to the said contract an we shall not be relieved from our liability by reason of any such variations of extension being granted to the contractor or for any forbearance, act or omission on the part of NIPER or any indulgence by NIPER to the contractor of by any such matter or thing whatsoever, which under the law relating to the sureties, would, but for this provision, have effect of so relieving us.

III. This guarantee/ undertaking shall be in addition to any other guarantee or security whatsoever NIPER may now or at any time have in relation to the company shall have full recourse to or enforce the security in preference to any other security or guarantee which the NIPER may have or obtained and there shall be no forbearance on the part of the company in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its liability. It shall not be necessary for NIPER to proceed against the said contractor before proceedings against the Bank.

IV. This guarantee/ undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to NIPER in terms thief and paid by the Bank

V. The bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the Bank 'in terms hereof shall not be otherwise affected or suspended by reasons of any dispute or disputes having been raised by the contractor (whether or not pending before any arbitrator, Tribunal or court) or any denial of liability by the contractor stopping or preventing or purporting to stop or prevent any payment by the bank to NIPER in terms hereof.

We, the said bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of NIPER in writing. Unless a claim is made in writing within six month from the date of expiry of this guarantee i.e. .... We shall be relieved from all liabilities under this guarantee thereafter.

Signed

This.....day of .....20.....at.....

For and on behalf of Bank

WITNESS:

1. \_\_\_\_\_

2. \_\_\_\_\_






SECTION-XIV		LIST OF PREFERRED MAKES
S.No.	Material	Makes
1. (i)	Grey Cement (OPC or PPC)	ACC, L & T, Gujrat Ambuja, Vikram, Birla, JK Cement, (conforming to relevant BIS Code)
(ii)	White Cement	Birla White/ J.K.White
2.	Standard Steel/ reinforcement steel	SAIL, TISCO, RINL, IISCO or equivalent.
3.	Veneered particle board/ Commercial Board/ Sunmica	Archidply, Century, Greenply, Greenlam, Kitply or equivalent.
4.	Laminated Particle board	Archidply, Century, Green ply, Greenlam, kitply or equivalent
5.	Flush Door shutters	Archidply, Century, Green ply, Greenlam, kitply or equivalent
6.	Water Proofing Compound	Fosroc, Cico, Pidilite
7.	M.S. Pipe	Tata, Jindal (Hissar), Parkash, Surya or equivalent
8.	Interior or Exterior emulsion	Nerolac, Asian, Berger
9.	Synthetic Enamel Paint, Primer	ICI, Nerolac, Berger, Asian Paints
10.	Nuts/ Bolts & Screws	GKW, Atul or equivalent.
11.	G.I.Pipes	Jindal (Hissar), TATA, Prakash Surya
12.	G.I. fittings	Unik, AMCO, AVR, NVR
13.	Gun metal valves	Leader, Zoloto, Sant, DRP, VIKING
14.	Brass stop & Bib cock	Zoloto, Sant, L & K, Leader or equivalent.
15.	Mirror glass	Modi , Saint Gobain, Asahi, Goldenfish
16.	Clear / Float/frosted Glass	Modi, , Saint Gobain, Asahi
17.	WPC door	Greenply, BVW, Century
18.	UPVC window	Aluplast/Artnglass/Kommerling(fistech)Fenesta/ Deceuninck
19.	Gypsum Plaster	Ferrous Crete, Gyproc Saint Gobain, Boral
20.	Aluminium sections	Hindalco, Jindal, Kunal or equivalent.
21.	Stainless steel screws	Kundan, Puja, Atul or equivalent.
22.	Stainless steel pipes/ flats (304) grade	Jindal or equivalent.
23.	CPVC Pipe & Fittings	Finolex, Astral, Supreme, Ashirwad
24.	Hardware and Door fittings	Dorma/Dline/Yale/Hettich/Stanley/Blum/Ozone
25.	Precoated galvanized sheet	Jindal / TATA/SAIL
26.	Ready Mix Concrete	ACC, Gujrat Ambuja, Vikram, Birla, JK Cement, Ultratech, Nuvoco (conforming to relevant BIS Code)

**Note :-**

1. The contractor shall produce samples before procurement of the material for approval of the client or all material required for works. The material of the makes out of the above as approved by the owner shall be used on the work. The decision of the client from the above makes shall be final.
2. In respect of material for which approved makes are not specified as above. The same shall be decided by the client and shall be as per BIS codes.
3. The contractor shall submit samples of all materials 2 weeks before the date of incorporation of the same in work.
4. All makes specified above should invariably conform to relevant BIS codes.

<b>SECTION-XV</b>	<b><u>MODEL AGREEMENT</u></b>	
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This agreement is made this \_\_\_\_\_ between the \_\_\_\_\_  
\_\_\_\_\_, (hereinafter refer to as NIPER) which expression shall include his  
executors, administrators and assigns on the one part.

And

M/s \_\_\_\_\_ (herein referred to as the  
Contractor) which expression shall include his heir, executors, administrators and assigns on the other part.

1. Whereas the NIPER is desirous to giving up the work to M/s \_\_\_\_\_  
\_\_\_\_\_ for “\_\_\_\_\_” (herein referred to as the Name of Work) and  
has caused an estimate to be prepared to probable quantities contained in Schedule of Quantity as describing the work to  
be done as per Contract awarded.
2. AND WHEREAS the said Schedule of Quantity have been signed by or on behalf of the parties hereto and the work  
described in the Schedule of Quantity, the work shown upon and subject to the conditions set forth therein (hereinafter  
referred to as the said conditions).
3. AS WHEREAS the said agreement comprised the work of “\_\_\_\_\_” (herein  
referred to as the Name of Work) with time scheduled for completion of work within 100 days (date of start and  
completion of work – \_\_\_\_\_ as given in work order vide online Contract No. \_\_\_\_\_  
\_\_\_\_\_ awarded and all subsidiary works connected therewith the same as may be ordered to  
be done from time to time by NIPER even though such works may not be shown or described in the said specifications  
or the Schedule-cum-Specifications.
4. AS WHEREAS the contractor has agreed subject to the conditions and specifications contained in the documents listed  
out in the said conditions and forming part of this agreement to execute the work, described in the said schedule and set  
forth in the Schedule of Quantity giving the probable quantities and the unit price as agreed to in the said conditions for a  
sum of **Rs.** \_\_\_\_\_ **/- (Rupees** \_\_\_\_\_  
\_\_\_\_\_ **only)** or such as may be arrived at by final quantum of work at unit prices.
5. AND WHEREAS NIPER shall pay the contractor such sums as shall become payable hereunder at the times and in  
manner specified in the said conditions. The following shall be integral part of this agreement.
  - a. Bid No. \_\_\_\_\_.
  - b. Technical Bid of Tender Documents containing Notice inviting e-Tender, Form 6 for e-Tendering, Information &  
Instructions for Bidders, Tender & Contract, Performa of Schedule ‘A’ to ‘F’, Special Terms and Conditions,  
Particular Specifications, General Conditions of Elect IEL, Additional Conditions of IEL, Scope of Work for Part A1  
and A2, Conditions of Contract, Performance Bank Guarantee, List of Preferred Makes, Price Bid and Clauses of  
Contract).

AS WHEREAS the said agreement comprised the work of “\_\_\_\_\_” as per the period and rates quoted by the Agency in Tender documents/Price Bid.

6. The said conditions shall be read and construed as part of this agreement and the parties will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively on such conditions contained therein.
7. No amendments to this agreement will be effective unless in writing and signed by the authorized representative of both parties.
8. That the statutory Revisions/ Amendments of Minimum Wages as applicable from time to time shall be in force as per order of the Chief Labour Commissioner (Central), New Delhi issued from time to time and subject to approval by the Competent Authority, NIPER, S.A.S. Nagar.
9. In case of dispute between the parties, the matter shall be referred to the Sole Arbitrator appointed by the Director, NIPER, S.A.S Nagar.
10. Subject to the aforesaid provisions, the Conciliation and Arbitration Act, 1996 and the rules made there under and any modification thereof from the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
11. All disputes and arbitration under this agreement shall be subject to the jurisdiction of the Court of Law at S. A. S. Nagar (Punjab).
12. The decision of the Director, NIPER shall be final and binding on the contractor/ Agency in respect of any clause not covered under the contract and any matter incidental to the contract.

IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

In witness whereof we set our hands this \_\_\_\_\_ day of \_\_\_\_\_.

For & on behalf of the National Institute of  
Pharmaceutical Education & Research (NIPER),  
S.A.S Nagar. (Mohali), Punjab.  
(Director)


For & on behalf of the Contractor  
M/S \_\_\_\_\_.  
  
(Proprietor/ Authorized Signatory)

Witnessed by :  
(Signatures, Name, Address, Date &  
Contact/ Mobile Number)

1. \_\_\_\_\_
2. \_\_\_\_\_

Witnessed by :  
(Signatures, Name, Address, Date &  
Contact/ Mobile Number)

1. \_\_\_\_\_
2. \_\_\_\_\_

<b>SECTION-XVI</b>	<b>Price Bid</b> <b>SCHEDULE OF QUANTITIES (SOQ)</b> <u>Setting up Cell Culture Facility in PTBT at NIPER, S.A.S Nagar.</u>	
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S. No	Items	Qty	Unit	Rates in figures	Amount in Figures
	<b>Civil works</b>				
1	Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level.				
	Cement mortar 1:4 (1 cement :4 coarse sand)	15	Sqm		
2	Providing and fixing fire resistant door frame of section 50 x 60 mm on horizontal side & 35 x 60 mm on vertical sides having built in rebate made out of 1.6 mm thick GI sheet ( Zinc coating not less than 120gm/ sqm) suitable for mounting 120 minutes Fire Rated Glazed Door Shutters. The frame shall be filled with mineral wool Insulation having density minimum 96Kg/cum. The frame will have a provision of G.I. anchor fastners 14 nos ( 5 each on vertical style & 4 on horizontal style of size M10 x 80 ) suitable for fixing in the opening along with factory made template for SS ball bearing hinges of Size 100x89x3mm for fixing of fire rated glazed shutter . The frame shall be finished with a approved fire resistant primer or powder coating of not less than 30 micron in desired shade as per the directions of Engineer - in- Charge . (Cost of SS ball bearing hinges is excluded).	26	Meter		
3	Providing and fixing 60 mm thick glazed fire resistant door shutters of 120 minutes fire rating confirming to IS:3614 (Part II) or EN1634-1:1999, tested and certified as per laboratory approved by Engineer-in-Charge, with suitable mounting on door frame, consisting of vertical styles, top rail & side rail 60 mm x 60 mm wide and bottom rail of 110 mm x 60 mm made out of 1.6mm thick G.I. sheet (zinc coating not less than 120gm/sqm) duly filled mineral wool insulation having density minimum 96 kg/cum and fixing with necessary stainless steel ball bearing hinges of size 100x89x3mm of approved make, including applying a coat of approved fire resistant primer or powder coating not less than 30 micron etc all complete as per direction of Engineer-in-Charge (panelling to be paid for seperately).	10.5	Sqm		
4	12 mm cement plaster of mix : 1:4 (1 cement: 4 fine sand)	30	Sqm		
5	Finishing with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's specifications including appropriate priming coat, preparation of surface, etc. complete. On concrete work/ plastered work	148	Sqm		
6	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.	148	Sqm		
7	Providing and fixing UPVC windows with 3 tracks having stainless steel moveable jali shutter, fixed and openable sliding shutters having Single Glass Unit	7.13	Sqm		

	<p>consisting of 6 mm thk EVO toughened glass. The moveable shutters shall be lockable with key and shall have handles for easy operation of sliding, the sliding shutters shall be mounted on tracks with metal strip on which the rollers shall roll at bottom of the openable windows. All sections of the frame and sash shall be reinforced in accordance with the system supplier's recommendations using galvanized mild steel in a single continuous length. The profile material must be pristine white high impact modified window grade UPVC and must be colorfast and conform to EN12608:2003 code. The profile shall be a hollow 3-chamber (across depth) profile with a outer wall thickness of minimum 2.4mm only. The outer profile shall have a front to back depth of minimum 80mm platform. The profile shall be uniform and free from foreign bodies, cracks or marks. The window units shall be designed with all corner joints, transom joints and mullion joints being mitered and fusion welded. All excess material is to be neatly trimmed and neatly feature grooved/raised nib finish at corners, transom joints and mullion joints. The finished product shall be free all sharp edges, burrs and the like that may be hazardous to the user. Reinforcement shall be made from galvanised steel of minimum 1.5 mm thickness as per strength requirement. All beads will be cut at the correct degree recommended by the manufacturer.</p> <p>Glass retention clips must be fitted in accordance with the System supplier's recommendations. The weather seals are to be fitted in continuous lengths and grooves. The joints in the vent weather seal are to be positioned at the bottom and in the outer frames at the top. All work shall be carried out as per drawing &amp; direction of Engineers- in-charge. the rates quoted shall include the cost fixing with fasteners, filling the gaps with silicon sealant of 795 grade, all the above mentioned works, any scaffolding, frame work, civil work required will be provided by civil contractor.&amp; any other items if required for sealing, structural stability &amp; commissioning of the building making it air/water tight complete in all respects. Note : For uPVC frame and sash extruded profiles minus 10% tolerance in dimension i.e. in depth &amp; width of profile shall be acceptable.</p>				
8	Renewing glass panes, with putty and nails wherever necessary including racking out the old putty:				
	Float glass panes of nominal thickness 5 mm (weight not less than 12.5kg/sqm)	2	Sqm		
9	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge.				
	In cement mortar	1	Cum		
10	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading at NIPER campus dumping ground or as	5	Cum		

	approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.				
11	Providing and fixing SS Ball Bearing Hinges of 100 X 75x3 mm including cutting into position fixing etc complete with stainless steel screws (All Hardware shall be of SS 304 Grade of Dorma/ Dline /yale /hettich / Stanley/ Blum make and should be got approved from Architect / Engineer In- charge before installation)	16	No.		
12	Providing and fixing SS tower bolt of 300 mm height including cutting into position fixing etc complete with stainless steel screws (All Hardware shall be of SS 304 Grade of Dorma/ Dline /yale /hettich / Stanley/ Blum make and should be got approved from Architect / Engineer In-charge before installation)	8	No.		
13	Providing and fixing tubular handle MS bar powder coated 50 micron outer dia 16mm, long with SS screws etc complete as per direction of Engineer-in-Charge.	8	No.		
14	Providing and applying pencil epoxy coving at joints of walls and chowkhats with concavity on the exposed surface as per satisfaction of the Engineer-in-Charge.	45	Rmt		
15	Providing and applying homogenous vinyl coving at the joints of walls and floors & joints of ceiling and wall of radius 75mm with concavity on the exposed surface as per the pattern shown in the drgs/ requirements as per satisfaction of the Engineer-in-Charge of min 2.00 mm thick anti static, anti microbial (bactreia/fngus), no wax, no polish, phthalate free, low VOC type suitable for use in hospitals/ labs etc of armstrong/ gerfloor/progressive/ LG including cost of adhesive of approved quality, making of cove at the corner, pvc welding of all joints and as per approved colour by Engineer-in-Charge.epoxy .	34.9	rmt		
16	Providing & fixing of homogenous vinyl flooring 2.00 mm thick anti static, anti microbial (bactreia/fngus), no wax, no polish, phthalate free, low VOC type suitable for use in hospitals/ labs etc of armstrong/ gerfloor/progressive/ LG including cost of adhesive of approved quality , pvc welding of all joints and as per approved colour by Engineer-in-Charge.	30	Sqm		
<b>Total Amount of Civil Works in figures</b>					
<b>Total Amount of Civil Works in Words</b>					

Signatures of the Contractor/Bidder

**Setting up Cell Culture Facility in PTBT at NIPER, S.A.S Nagar.**

S. No	Items	Qty	Unit	Rates in figures	Amount in Figures
	<b>Electrical</b>				
1	In lab work tables - Providing, fixing and commissioning of computer network and UPS wiring on/near table/wall using LEGRAND/ AMP/ TYCO / SYSTIMAX(Blue colour for data ) make UTP cat-6 cable from with each RJ45 jack terminated by a single cat-6 cable and provision of UPS power supply using 3x4sqmm multistrand FRLS copper wire of finolex/RR kabels/Lapp/Havells cables make from UPS Distribution board to table, a maximum of 4 nos points can be looped together for power supply. Each lab table to have 1 RJ 45 jacks with two nos 6A socket, 1 nos. 16A socket & 1 nos 6A switch & 1 nos 16A switch. UPS power supply sockets and one switch. All these mentioned points shall be provided using legrand arteor/ schneider Zencelo/ Panasonic vision of modular range of products. The rates quoted for each point shall be complete in all respects including metal boxes,face plates, conduiting, tagging, chiselling, concealing of conduits (above false ceiling, within partitions etc.), cutting of existing flooring etc., termination of computer wiring as per requirements of computer administrator duly certified from a computer network certification company, termination of electrical wiring in UPS distribution board, termination of telephone wiring etc. complete in all respects.(1 nos consists of 2x6A socket, 1x16A socket, 1 x6a switch, 1 x16a switch, 1 RJ 45 data points along with wiring for electrical supply & data with seperate PVC conduiting for data & electrical supply. no measurement of wiring shall be done).	8	nos.		
2	Wiring for light point/fan point / exhaust fan point/ call point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed medium class PVC conduit, with modular switch, modular plate, suitable GI box and earthing the point with 1.5 sq. mm FRSL PVC insulated coper conductor single core etc. as required.				
	Group C	7	No		
3	Wiring for circuit/submain wiring along with earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/recessed medium class PVC conduit as required from Distribution board to the first switchboard.				
(i)	2X1.5 sqmm. + 1X1.5 sqmm earth wire	20	Metre		
(ii)	2X2.5 sqmm. + 1X2.5 sqmm earth wire	50	Metre		
(iii)	2X4 sqmm. + 1X4 sqmm earth wire	50	Metre		
(iv )	2.5 sqmm FRLS PVC single core wire	180	Metre		
4	Supplying and fixing following Double door MCB distribution board of steel sheet for 415 volts on surface/ recess complete with loose wire box, terminal connectors for all incoming and outgoing circuits, duly				

	wired with suitable size FR PVC insulated copper conductor up to terminal blocks, tinned copper bus bar, neutral link, earth bar, din bar, detachable gland plate, interconnections, powder painted including earthing etc. as required.(But without MCB/ RCCB/ Isolator).Hager/ Legrand/ Panasonic /Schenider.				
(i)	Single phase 12 way (2 + 12),Double Door	1	Each		
5	Supplying and fixing 5 A to 32 A rating, 240/415 V, 10 kA, "C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required. (Hager, Legrand, Panasonic & Schenider.)				
(i)	Single Pole	12	Each		
6	Supplying and fixing following rating, double pole, (single phase and neutral), 240 V, residual current circuit breaker (RCCB),having a sensitivity current 30 mA in the existing MCB DB complete with connections, testing and commissioning etc. as required.(Hager, Legrand, Panasonic & Schenider.)				
(i)	63 A	1	Each		
7	Providing, fixing and installing of Linear 1200 Fixture 20 W+/- 1W Suspended mounted having Extruded Aluminium black housing with HET diffuser with minimum system lumen efficacy of 110 lm/W and width<60mm, P.F.>0.95 with THD<10% ,CCT 5700 K/4000K, CRI 80.the fixtures shall be joined edge to to give a seamless look with one single diffuser for the full set of fixtures including the end caps & hanging mechanism from OEM. The input voltage range shall be 150V to 270V . The LEDs used in the luminaire shall have CRI of minimum 80. LEDs used must be tested as per EN62471 for Photobiological Safety of humans. The LED with Useful life of 50000 Hrs at L70.Fixture have Surge Protection 2.5kV-4kV . Wipro LM34-251-XXX-40/57BG2L/LT Cane G5 LINEAR PENDENTS/Trilux LC52 H1 600 OTA 52 LED 2100-840 ET 01/ Philips SP780X H LED22S-6500 PSU W5L112 OD XX.The rate quoted is for inclusive of looping wiring of 2x1.5 sqmm	3	nos.		
8	Providing, fixing and installing of 18-20W surface Batten LED lighter, 6500K colour temperature, maximum system wattage of 20W ahving minimm 2000 lumens, useful life of 50000 Hrs (Complete LM 80 test report for LED should be submitted) , isolated type, multistage Constant Current Constant Voltage topology driver suitable to operate in input voltage range of 150V to 270V ( nominal rated voltage – 240V) with minimum 2KV surge protection, Power factor greater than 0.95 and total harmonic distortion (THD) of less that 10% should be integral to the luminaire complete with all accessories required with lamps.Panasonic Cat no - PBTM08208/ Wipro Cat. No LL20-221-XXX-65ALNE /Tisva RAY SQ PRO LED BATTEN FL1862T5R 18W 65K/ Philips : BN170C LED20S-6500 L120 PSU WH/ Trilux:TRL-X F OTA 4000-857 ET. The rate quoted is for inclusive of looping wiring of 2x1.5 sqmm	4	nos.		
9	Supply, Installation, Testing and Commissioning of 1200	2	nos.		



	mm sweep, BEE 5 star rated, ceiling fan with Brush Less Direct Current (BLDC) , class of insulation: B, 3 nos. blades, 30 cm long down rod, 2 nos. canopies, shackle kit, safety rope, copper winding, Power Factor not less than 0.9, Service Value (CM/M/W) minimum 6.00, Air delivery minimum 210 Cum/Min , 350 RPM (tolerance as per IS : 374-2019), THD less than 10%, remote or electronic regulator unit for speed control and all remaining accessories including safety pin, nut bolts, washers, temperature rise=75 degree C (max.), insulation resistance more than 2 mega ohm, suitable for 230 V, 50 Hz, single phase AC Supply, earthing etc. complete as required. Havells/ Bajaj / Crompton greaves/Usha/Panasonic.				
10	Supply, installation, testing and commissioning of following sizes of cu/ GI strip/wire clamped to walls, cable trays, bus ducts, cables, in recess (including cost of digging & backfilling) or on surface etc for equipment/ System / Lightning protection earthing complete as required including inter connection between length at joints, all fixing accessories saddles, clamps, test joints etc. and other fixing hardware material as required for proper installation. 25 x 5 mm strip of Copper	15	Metre		
11	Earthing with copper earth plate 600 mm X 600 mm X 3 mm thick including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe of 2.7 metre long etc. with charcoal/ coke and salt as required.	1	Set		
12	Providing and fixing 25 mm X 5 mm copper strip in 40 mm dia G.I. pipe from earth electrode including connection with brass nut, bolt, spring, washer excavation and re-filling etc. as required.	4	Metre		
<b>Total Amount of Electrical Work in figures</b>					
<b>Total Amount of Electrical Work in Words</b>					

Signatures of the Contractor/Bidder

Setting up Cell Culture Facility in PTBT at NIPER, S.A.S Nagar.

S. No	Items	Qty	Unit	Rates in figures	Amount in Figures
<b>PART-A1</b>					
<b>S/I/T/C of AC, Gas tubing, accessories and allied Lab works to set up cell Culture Lab as per BSL-II in Block I (FF) at NIPER, SAS Nagar</b>					
1	Supply/installation/testing/commissioning of split Air conditioner capacity 2 TR (cooling and heating) with indoor, outdoor unit, interconnecting copper tubing, insulation, interconnecting wiring, etc in complete as per site requirement to provide rated cooling as per specifications laid: conforming to IS: 1391 (Part 2) Latest				
	i) Standard Cooling Capacity at 100 % Load : 6300Watts Min				
	ii) Standard heating Capacity at 100 % Load : 6400 Watts Min				
	iii) Design of the Indoor and outdoor unit shall be of single OEM				
	iv) Rated Voltage : single Phase 230V $\pm$ 10 %, 50 Hz				
	v) Technology of air conditioner: Inverter Technology /twin rotary. Design Ambient temp 48°C minimum.				
	vi) Rated power consumption (Range) : as per OEM Design				
	vii) Function: Cooling, Dehumidification and Heating				
	viii) body shade –white/off white scratch less (as per OEM)				
	ix) BEE star rating : 3 star or higher efficiency rating (as per specifications of BEE effective from 1st July 2022)				
	<b>Indoor unit ( Wall Mounted ) :</b>				
	i) Air flow : length of air flow > 15 ft				
	ii) Cooling Coil Row : 2/3 nos, 100% copper				
	iii) Sound Level : below 45 dB				
	iv) Filter : anti bacterial				
	v) Louver Swing : 3D				
	vi) fan motor options : Auto /low/medium/High				
	vii) Remote control (as per OEM standard)				
	viii) body shade –white/off white scratchless (as per OEM)				
	<b>Outdoor Unit:</b>				
	i) Compressor type : DC/ AC Inverter-return cooled /Twin Rotary or equivalent as per OEM designed )				
	ii) Expansion Valve : motorized electronic.				
	iii) Refrigerant piping thickness : (1/4"/ 3/8" – liquid line and 5/8" –gas line) with standard thickness & length of 3 mtr. of copper tubing with insulation as per OEM standard.				
	iv) Refrigerant : R-32/as per OEM standard				
	v) Max current : As per OEM standard				
	vi) Interconnecting wiring in between outdoor and indoor as per standard specification and length -3 mtr.				
	vii) Condensing Coils - 100% copper				
	viii) body – Powder coated shade white scratchless (as per OEM)				
	Warranty Period : 01 year of complete Unit with all spares				

	and 05 years minimum for compressor & PCB's				
	<b>Note :</b> 1) Additional features if any as per the OEM standards (inclusive )	2	No.		
2	Providing, installation, commissioning and testing at site Electronic voltage stabilizer, single phase ,50 Hz, IC tech, copper wound , as per IS : 8448:1989 Latest, Voltage fluctuation range : 170 to 270 V(minimum), Digital display Ammeter/Voltmeter, built in thermal protection, under and over voltage cut out ,standard length of wire 3cx2.5mm <sup>2</sup> warranty period – 2 years				
	Capacity 5 KVA	2	No.		
3	Providing, installation, commissioning and testing of Copper Tubing 20 G with nitrile tube insulation 6mm thick including fittings etc as applicable in addition to the standard length of 3m provided by OEM				
	Copper Tubing set(5/8"+3/8"or 1/4")	5	Metre		
4	S/I/T/C of following sizes of FRLS PVC insulated copper conductor, multi core wire laying with electrical tie in tray , copper thimble end connections as per the standard sizes from indoor to outdoor units and from main supply point to stablizer on wall / pvc conduit as per site requirment to the satisfaction of Engineer-in-charge, NIPER				
	3 core x 2.5mm <sup>2</sup>	5	Metre		
	4 core x 2.5mm <sup>2</sup>	5	Metre		
5	Providing, installation, commissioning and testing at site PVC moulded MCB DP with indicator, single phase, 50 Hz. As per site requirement .				
	Capacity - 32 amp	2	No.		
6	Supply and installing following size of perforated hot dipped galvanised iron cable tray (Galvanisation thickness not less than 50 micron) with perforation not more than 17.5% in convenient sections, joined with connectors, suspended from the ceiling/ mounted on wall with G.I. suspendereds including G.I. bolts & nuts. etc. as required.				
	size 100 x 50 x 1.6mm	5	Metre		
	size 150 x 50 x 1.6mm	5	Metre		
7	Supply and installing following size of tray covers made from perforated hot dipped galvanised iron sheet 20 G (Galvanisation thickness not less than 50 micron )bended and cut to size . Cover to be screwed to the tray at distance of 0.3 mtr with . Self tapping steel screws 3/4".				
	size 100 x 20 x 1.6mm	3	Metre		
	size 150 x 20 x 1.6mm	3	Metre		
8	Providing, installation of wall mounted MS stand heavy duty , powder coated made from MS Sheet 12 G duly bended to size for installation of outer unit of split AC on wall compelte with nuts ,bolts,washers, horizontal and vertical angle supports, dash fasteners dia ½"x 4"length - 6nos ,rubber pads -4 nos to fit with the outer unit (as per OEM standard) as per site requirement to the satisfaction of Engineer-in- charge .				

	Support frame size as per OEM (Horizontal/Vertical )	2	Set		
9	Providing and fixing of MS work,riveted,bolted or welded inbuiltup sections, and frame work including cutting,hoisting,fixing in position and applying priming coat of approved steel primer all complete as per site requirement				
	size 40x40x4mm	30	Kg		
10	Minor works such as making hole in wall /frame with drill machine bit/chisel & hammer as required for laying of copper tubing, cable and drain line and making good the same with cement replastering /white cement joints and color washing as per site requirement to the satisfaction of Engineer-in-charge.	2	job		
11	Extended yearly warranty period for repair and maintenance AC services inclusive of all spares such as PCB for indoor and outdoor units. Cooling coils, blower motor, Condensor coil, Condensor fan motor, Refrigerant , compressor, remote etc for complete unit at site for 02 no units for period of 2 years effective from expiry of 1st year of warranty .	2	Nos		
<b>B</b>	<b>Gas Tubing</b>				
<b>1</b>	Supply laying testing and commissioning of Stainless steel (SS) Grade 304 tubing with color coded pvc sleeves etc. for distribution of gases O <sub>2</sub> ,Co <sub>2</sub> , LP gas from Gas cylinders -3 nos . of cap 7cum at G.floor to Lab at 2nd Floor , Block I. The tubing should be capable to withstand the gas pressure of minimum 20 bar in closed loop circuit with leak proof joints as required at site to the satisfaction of the user .				
	1/8" (3.18 mm) × 0.085" (2.1 mm)	40	Mtr.		
<b>2</b>	S/I/T/C of SS 304 grade fittings along with the Gas tubing to provide leak proof joints end to end points i.e from Gas cyliders at G.Floor thru the Manifold to lab at 2nd floor and to the equipment thru valve gas valve in use in lab as per site requirement to the satisfaction of the user /inspection authority..				
	SS Nut dia 1/8", SS Tee dia 1/8", SS Ferrules 1/8", Gas valve 1/4"	4	Set		
<b>3</b>	S/I/T/C of G.I. powder coated ( 150 micron) tray duly bend to size and with cover duly fixed with SS 1/8" x 1/2" screws on tray at 2 ft. distance.				
	80x20x1 mm thick	30	Mtr.		
<b>4</b>	S/I/T/C of high pressure gas manifold system ( Manual) for 04 nos cylinders made from SS body & brass crome plated fittings to fit with the SS tubing dia 1/8" to with stand the in let gas pressure of maximum 300 bar, complete with side pressure gauge dia 100 mm with range maximum 300 bar ,heavy duty mounting bracket fixed on wall to provide leakproof supply of gas from cyliders to the end point in respective Lab.				
	Two way type (suitable for two gas cylinders)	2	set		

<b>5</b>	PVC casing capping for SS tubing ( 1/8") Size- 1/8"	40	Mtr.		
<b>6</b>	Pig tails SS braided for end to end connection for O2, Co2 gas tubing 1 mtr. Length For 1/8" SS tubing	3	nos.		
<b>7</b>	Gas Cylinder mounting brackets ( powder coated) with chain size 25mm MS for cylinders duly mounted with cage/ wall. 100x100x3 mm thick	4	Set		
<b>8</b>	Supply, installation and testing of Gas regulator with SS body, SS diaphragm double stage complete with SS gauges, knob type gas pressure regulator suitable for with standing inlet gas pressure of maximum 300 bar and to be fitted with cylinders capacity 7 cum for leak proof joint. Make Esab Oxygen Gas	2	nos.		
	Co2 Gas	1	nos		
<b>9</b>	Supply, installation and testing of standard size ISI certified Zinc alloy LPG regulator ,single stage to be fitted with LPG cylinder complete online , knob type with all fittings as required and suitable for with standing inlet gas pressure of maximum 20 bar for leak proof joint along with brass Gas regulating Valve /knob of size dia 1/4" at end point in lab . standard size	2	set		
<b>10</b>	Supply and installation of Cylinder cage for 3 nos gas cylinders Cap-7 cum and LPG cylinder made from MS sheet 22 gauge thick with ventilation and locking arrangement for 2 nos. of doors. Skeleton frame made from 65x25x2.5 mm thick rectangular pipe and with ms mesh size 40x40x2 mm. top side to be covered with ms sheet 20 gauge. full cage to be powder coated of required shade. Design( Assembly type as per drg ). Size 6'Lx4'Wx7'H	1	no.		
<b>C</b>	<b>Differential Pressure Guages</b>				
1	S/I/T/C of differential pressure Guages with SS 304 grade sheet 22G cover box as per size of guage including fittings ,plastic tubings of required size , including cutting of wall/finishing to size and fixing as per site requirement for measuring differential pressure in Lab to the satisfaction of the user /inspection authority . Pressure range : 0-10 mmwater Type of Guage : Analog Connection size/type: 1/2 inches , NPT Dial type : dry Tube: PTFE for inlet and outlet 200mm length each Mounting flush type Preferred Make : Dwyer/Magnehelic/Sensocon/ equivalent branded				
	<b>Size : 100mm dial</b>	2	Nos		
<b>D</b>	<b>Biometric system</b>				
	Password protected Access control, wall mounted ,confirming to IEC60950-1:2005(2nd edition)standard of				

	ERTL (which is part of STQC)				
	Reader Type: Proximity,Pin, Card				
	Screen size :2.5 inch				
	CPU 32 bitCPU,digital signal processor				
	Finger print sensor- optical sensor				
	USB disk				
	LED -2 nos				
	key board - feather touch ( with back light)as per OEM				
	Communication interface : USB/TCPIP(10/100Mbps				
	3G supported : SIM card				
	Finger touch sensor				
	voice output : multicolor LEDand LCD including buzzer				
	RTC				
	user capacity : 1000 finger+1000 pin minimum				
	identify mode : FP,password and its combination				
	USB disk link :enroll data,log				
	Matching speed: 1:2000 .<= 0.8 s				
	verification time:< 1sec				
	Finger rotation :360 deg				
	operating Voltage :5 VDC/12V DC				
	Humidity :20-80 %				
	External inputs and outputs :Exit switch and door sensor				
	Preferred brands:Hikvision/Godrej/secureye/equivalent branded	1	No.		
<b>E</b>	<b>Air curtain</b>				
	S/I/T/C of Air curtain complete with required fittings, accessories etc as required at site to the satisfaction of the user/inspection authority				
	Air velocity : 9-11 m/s				
	Noise level < 70 DB				
	Copper high speed motor continuous operation run 5000 hrs				
	Speed Control : thru remote control				
	Full steel cabinet :SS304				
	Preferred Make Totaline/Carrier/Mitsubishi/equivalent branded				
	Door size : 4 Ft	1	No.		
<b>F</b>	<b>Air purifier</b>				
	S/I/T/C of Air purifier complete with required fittings, accessories etc required at site to the satisfaction of the user/inspection authority				
	Filtration stages , minimum 3 stage (pre filter,HEPA filter,activated carbon filter etc)				
	PM2.5 Display and color indicator				
	CADR -250 minimum				
	color - white ,Air changes per Hour: 3				
	Lab Floor area 300 sq ft approx				
	Hepa life min 15000 hrs				
	Noise level 45dB max				
	fan speed - 3 steps minimum				

	Preferred Make : phillips/MI/carrier/equivalent branded	1	No.		
<b>G</b>	<b>Fly Catcher</b>				
	S/I/T/C of Fly /insect catcher complete with blue tubes, grid with current , required fittings, accessories etc required at site to the satisfaction of the user/inspection authority				
	Floroscent Tube watt : 18 watts				
	Tubes : 2 nos				
	High voltage mesh				
	covered area :300 sq ft				
	Metal powdered coated body				
	Makes : phillips/Fly o flash/iBell/equivalent branded				
	size : 650x90x282 mm +-10 %	2	Nos.		
<b>H</b>	<b>UV Light with Fitting</b>				
	S/I/T/C of UV light of specified wattage for tissue culture Lab complete with fittings and fixing and electrical connections at site				
	Length : 36 inches				
	Mounting: ceiling mounted				
	Preferred Make : phillips/Havell's/equivalent branded				
	Wattage : 30W	2	Nos.		
<b>I</b>	<b>Fire extinguishers</b>				
	S/I/T/C of ABC dry powder type in MS cylinder powder coated post office red shade with control valves, handle, hopper, wall mounted with clamps in complete etc confirming to IS 4308(2003). Preferred Makes safex/Eco/equivalent branded				
	ABC type 4 Kg	2	Nos		
<b>Total Amount of Part A1 in figures</b>					
<b>Total Amount of Part A1 in Words</b>					

**Note :-**

- 1) Rates to be quoted By Agency shall be inclusive GST.
- 2) Warranty period shall be 01 year for installations & commissioning at site .
- 3) Extended warranty shall be of 02 years after 1<sup>st</sup> completion of warranty year .
- 4) Cost of warranty and extended warranty shall be inclusive in the rates to be quoted by agency.

**Signatures of the Bidder/ tenderer**

Setting up Cell Culture Facility in PTBT at NIPER, S.A.S Nagar.

S. No	Items	Qty	Unit	Rates in figures	Amount in Figures
<b>PART A2</b>					
<b>S/I/T/C of AC, Gas tubing, accessories and allied Lab works to set up cell Culture lab as per BSL-II in Block I (FF) at NIPER, SAS Nagar</b>					
1	<b>AIR HANDLING UNIT (DOUBLE SKIN)</b>				
	S/I/T/C of AHU complete in all respects as per site requirements with specifications as below				
a)	<b>BODY</b>				
	Double Skin AIR HANDLING UNIT Comprising of Framework Assembled Out of Extruded Aluminum Thermal Break Profiles and Peralumin Nylon Glass, Fibre Reinforced Corner Joints Having Double Skin Sandwich Panels Injected with PUF 43 mm, PUF insulation panel of density $40 \pm 2$ Kg/m <sup>3</sup> , Panel inner sheet GI 0.6 mm and outer sheet 0.6 mm Pre Painted GI. Drain pan SS 304 (18 swg). Base Section (GI). Limit switch, Marine light,				
b)	<b>FILTERS WITH FILTER SECTION(MAKE-TRUE AIR, THEMODYNE or equivalent brand ,)</b>				
	Pre Filter[EU-4]: Flange type, Al. const., Washable HDPE, 90% down to 10 $\mu$ With Mixing. Fine filter[EU-5]: AHU mounted, Flange type, AL construction, to remove particles down to 5 Microns with an efficiency of 95 %. Hepa Filter[EU-6] : AHU mounted , Al construction , to remove particles down to 3 microns , an efficiency of 99.97 %				
c)	<b>DX COIL</b>				
	Casing: G.I. sheet/MOC Tube: 0.4mm thick, 12.5mm dia, Copper, Hydraulically tested at 250psi./MOC Fins: 0.16 mm thick, Aluminum, 12 fins/inch properly bonded with tube/Face Velocity: @500FPM/6Row Deep				
d)	<b>HEATER as per OEM Design</b>				
e)	<b>PLUG FAN</b>				
	Make: Nicotra / Rosenberg				
	Type: Plug Fan				
f)	<b>MOTOR (IE-3)</b>				
	Preferred Make : Crompton, /Bharat Bijali				
	Type: TEFC, IP:55, Foot Mounted, Poles: 2 or 4/RPM: 1440/2800, Volts: 3 $\phi$ , 415, Mounting: Heavy duty channels, motor should move on both axis[X & Y]				
g)	<b>MEGNEHELIC GAUGE(MAKE-DWYER, GALAXY, BOUMER)</b>				
i	0-25 FOR PRE FILTER				
ii	0-50 FOR FINE FILTER				
h)	<b>VOLUME CONTROL DAMPERS</b>				
	Type: Box, Aerofoil profile opposed blade, Gear driven, Low Leakage/MOC: 18 swg Extruded Aluminum./Other: Marked for Open & Closed./Location-AHU Supply, Return, Fresh air				
	U-Bend				



1	<b>AHU :- 2000 CFM SP 125 MMWG</b>	1	Nos		
2	CONDENSING UNIT 5.5 TR (Carrier/Voltas)	1	Nos		
a)	Distributors	1	Nos		
b)	Expansion Valve(MAKE-DANFOSS)	1	Nos		
c)	Copper Piping with Insulation for suction line- 7/8 "	10	RMT		
d)	Copper Piping for discharge line-1/2 "	10	RMT		
e)	Tray-GI(22 SWG)	1	RMT		
f)	Condensing Unit Stand Heavy duty	1	Nos		
g)	Dryer	1	Nos		
i)	Installation Charges	1	Nos		
3	Relative Humidity (RH&Temperature Controller(Modle-7524)	1	Nos		
4	Aluminium Grill & MS Black Damper SIZE :- 300 X 300 mm	4	Nos		
5	<b>DUCTING</b> Factory / Site Fabricated GI ducting as per IS Standard with RTV sealant & 3 mm thk Rubber gasket strips complete with supporting hangers, reavets, nut- bolts , threaded rod, fasteners etc.Fabrication of ducts shall be through Lock forming machines. 24 Guage Ducting	700	Sq Ft		
6	<b>INSULATION</b> Supplying , installation, testing & commissioning of external thermal insulation on DUCTS with Closed Cell Cross Linked Polythylene (XLPE) Foam of density 25±3 Kg/m <sup>3</sup> & thermal Conductivity not exceeding 0.035 W/mK at an average Temperature of 40°C. The Material will be rated as Class O, 12 MM THICK (For Return)	700	Sq Ft		
7	<b>ELECTRICAL PANEL (DX&amp; HEATER)</b> Electrical panel with RYB Indicators, (suitable capacity of MCB ),Contactors(DOL&Heater,) ,O.L.R For DOL,start/stop push button(D.O.L& VFD),Auto/Manual Selector Switch(V.F.D&D.O.L),ON/OFF Selectore Switch (DX&Heater), On/off trip(D.O.L), Indicare, Electrical Panel Shall Be Totally enclosed,with Hinged Doors, Gasket .Suitable For Locking Arrangement and VFD Port. arrangement.	1	Nos		
<b>Total Amount of Part A2 in figures</b>					xxxxx
<b>Total Amount of Part A2 in Words</b>					


**Note :-** 1) Rates to be quoted By Agency shall be inclusive GST.

2) Warranty period shall be 01 year for installations & commissioning at site .

3) Extended warranty shall be of 02 years after 1<sup>st</sup> completion of warranty year .

4) Cost of warranty and extended warranty shall be inclusive in the rates to be quoted by agency.

**Signatures of the Contractor/Bidder**

<b>SECTION-XVI</b>	<b>Price Bid</b> <b><u>SCHEDULE OF QUANTITY (SOQ)</u></b> <b>(Items Rate Bid)</b>	
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### Summary of Amount for Works

S. No	Description of Works	Total Amount quoted by Agency In Figures	Total Amount quoted in Agency In words
1	Civil Works	XXXXX	XXXXX
2	Electrical Works	XXXXX	XXXXX
3	Air conditioning and allied lab works	XXXXX	XXXXX
	1. Part-A1	XXXXX	XXXXX
	2. Part-A2	XXXXX	XXXXX
	<b>Grand Total</b>		

- 1 This is a Online Item Rate Bid.
- 2 The rates quoted should be inclusive of all taxes including GST etc. and nothing extra shall be paid on this account.

(Signatures of the Tenderer)

SECTION-XVII	CLAUSES OF CONTRACT	
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### Clause 1

#### Performance Guarantee

- (i) The contractor shall submit an irrevocable Performance Guarantee at specified percentage of the tendered amount as mentioned in Schedule 'E', in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This Guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks. In case a fixed deposit receipt of any Bank is furnished by the contractor to the NIPER as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the NIPER to make good the deficit.
- (ii) The Performance Guarantee shall be submitted by the contractor on format as per GCC and shall be initially valid up to the stipulated date of completion plus minimum 6 months beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.
- (iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the NIPER is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
  - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
  - (b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer in-Charge.
- (iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the NIPER.
- (v) On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the Engineer-in-Charge. The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract.

This provisional completion certificate shall be recorded by the concerned Engineer in-charge with the approval of Engineer-in-Charge. After recording of the provisional Completion Certificate for the work by the competent authority, the 80 % of performance guarantee shall be returned to the contractor, without any interest.

However in case of contracts involving Maintenance of building and services /any other work after construction of same building and services/ other work, then 40% of performance guarantee shall be returned to the contractor, without any interest after recording the provisional Completion certificate.

### **CLAUSE 1A**

#### **RECOVERY OF SECURITY DEPOSIT**

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by Government by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

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

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.

In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.

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

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

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

### **CLAUSE 2**

#### **COMPENSATION FOR DELAY**

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the

NIPER on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F'(whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.

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

- (i) Compensation for delay of work @ 1.5% per month of delay to be computed on per day basis.

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

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the NIPER. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of without any notice to the contractor,. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

### **CLAUSE 3**

#### **WHEN THE CONTRACT CAN BE DETERMINED**

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

- (i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that 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 seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- (iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date (s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person in NIPER or to any other person on his behalf any gift or consideration of any kind as an any act inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for NIPER.
- (vi) If the contractor shall obtain a contract with NIPER as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of integrity pact.

- (vii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (viii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (ix) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (x) 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 work or any portion thereof without the prior written approval of the Engineer-in-Charge.

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

- (a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the NIPER.
- (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

#### **CLAUSE-4**

##### **CONTRACTOR LIABLE TO PAY COMPENSATION EVEN IF ACTION NOT TAKEN UNDER CLAUSE 3**

In any case in which any of the powers conferred upon the Engineer-in-Charge by clause 3 thereof, shall have become exercisable and the same shall not be exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of Engineer-in-Charge

which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools , plant ,materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended tube used for the execution of the work /or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge , whose certificate thereof shall be final, and binding on the contractor , otherwise the Engineer-in-Charge by notice in writing may order the contractor or his clerk of work, foreman or other authorized agency to remove such tools, plant materials, or stores from the premises ( within time to be specified in such notice )in the event of the contractor failing to comply with any such requisition , the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respect and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

## **CLAUSE 5**

### **TIME AND EXTENSION OF TIME**

The time allowed for the execution of the work as specified in schedule F or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence from the time mention in schedule F or such time period as mention in letter of award after the date on which written order to commence the work is issued. If the contractor commits default in commencing the execution of the work as aforesaid, NIPER shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

5.1 As soon as possible after the contract is concluded the contractor should submit a time and progress chart and get it approved by NIPER. The chart shall be prepared in direct relation to the time stated in the contract document for completion of item of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement in the contract documents. To ensure good progress during the execution of the work, the contractor shall in all cases in which time allowed , exceeds one month( for jobs for which a separate program as above has been agreed upon) has to complete 1/8th of whole work before 1/4th of the whole time allowed in the contract has elapsed 3/8th of the work before one half of such time has elapsed and 3/4th of the work before 3/4th of such time has elapsed.

5.2 If the works be delayed by

- I. Force majeure,or
- II. abnormally bad weather, or
- III. serious loss or damage by fire, or
- IV. civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employer on the work, or
- V. delay on the part of other contractors or tradesmen engaged by NIPER in executing work not forming part of the contract, o
- VI. non availability of stores , which are the responsibility of NIPER to supply, or
- VII. non availability or breakdown of tools and plants to be supplied by or supplied by NIPER, or
- VIII. any other cause which , in the absolute discretion of the competent authority is beyond the control of the contractor

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

5.3 Request for extension of time in specified preformed to be eligible for consideration, shall be made by the contractor in writing within thirty days of the happening of the event causing delay. The contractor may also , if practicable , indicate in such a request the period of which extension is desired.

5.4 In any such case the competent authority may give a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the contractor by the Engineer-in-Charge in writing.

**CLAUSE 6****MEASUREMENTS OF WORK DONE**

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

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

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

If for any reason the contractor or his authorized representative is not available and the work of recording measurement is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and NIPER shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurement after the contractor or his authorized representative has given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurement recorded in his absence by the contractor. The contractor shall, without extra charge, provide all assistance with every appliance, labor and other things necessary for measurements and recording levels.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

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

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of NIPER to check the measurement recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurement or levels.

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

**CLAUSE 6A****COMPUTERISED MEASUREMENT BOOK**

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract. All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measureable Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorised representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorised representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorised representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be



returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.

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

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the engineering department. Thereafter, the MB shall be taken in the engineering office records, and allotted a number as per the Register of Computerised MBs. This should be done before the corresponding bill is submitted to the account section for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.

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

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

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

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

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

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

## **CLAUSE 7**

### **PAYMENT ON INTERMEDIATE CERTIFICATE TO BE REGARDED AS ADVANCES**

No payment shall be made for work, estimated to cost Rupees Twenty Thousand or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rupees Twenty Thousand and interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the NIPER on or before the date of every month fixed for the same

by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less, than the amount specified in schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer- in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer- in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re recorded. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by the final certificate 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 Engineer-in-Charge under the contract or any of such payments be treated as final settlement and such 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 NIPER to taken action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

The Engineer-in-Charge in his sole discretion on the basis of a certificate from his subordinate Engineer to the effect that the work has been done to the extent assessed and certified interim advance bill without detailed measurements for work done. Such payments shall not exceed 75% of the net amount due as per assessment. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.

#### **CLAUSE 8**

##### **COMPLETION CERTIFICATE AND COMPLETION PLANS**

Within ten days of the completion of the work, the contractor shall give notice of such within the thirty days of the receipt of such notice the Engineer - in - Charge shall inspect the work and if there is no defect in the work shall furnish the contractor with final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and /or (b) for which payments will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work was executed all scaffolding, surplus materials, rubbish and all temporary hutments etc, and sanitary arrangements required for his / their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or the other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding , surplus materials and rubbish and all hutments and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work , the Engineer-in-Charge may at the expenses of the contractor scaffolding , surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

#### **CLAUSE 8A**

##### **CONTRACTOR TO KEEP SITE CLEAN.**

When the annual repairs and maintenance of works or original items of work are carried out, the splashes and droppings from white washing, painting etc., on walls, floor, windows, etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc, where the work is done without waiting for the other items of actual completion of all the other items of work in contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to

get his work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days notice in writing to the contractor

#### **CLAUSE 8B**

##### **COMPLETION PLANS TO BE SUBMITTED BY THE CONTRACTOR**

The contractor shall submit completion plan as required for electrical works and plumbing /Sewerage /Drainage works internal as well as external as applicable within thirty days of the completion of the work. In case, the contractor fails to submit the completion plan as aforesaid he shall be liable to pay a sum equivalent to 2.5% of the value if work subject to a ceiling of Rest 50,000 (Rupees fifty thousand only) as may be fixed by the Director NIPER and in this respect the decision of the Director NIPER shall be final and binding on the contractor.

#### **CLAUSE 9**

##### **PAYMENT OF FINAL BILL**

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claim shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period of six months, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized, Engineer, complete with all relevant documents.

#### **CLAUSE 10**

##### **MATERIAL SUPPLIED BY NIPER**

No material under this contract is stipulated to be supplied by NIPER

#### **CLAUSE 10A**

##### **MATERIALS TO BE PROVIDED BY THE CONTRACTOR.**

The contractor shall, at his own expense, provide all materials, required for the works. 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 Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply with relevant specifications. The contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to access such locations.

The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default the Engineer-in-Charge may cause the same to be supplied and all costs which may require such removal and substitution shall be borne by the contractor.

#### **CLAUSE 10B**

##### **SECURED ADVANCES ON NON-PERISHABLE MATERIALS.**

- i) The contractor, on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work upto 75% of the assessed value of any materials which are in the opinion of the Engineer-in-Charge nonperishable, non-fragile and noncombustible and are in accordance with the contract and which have been brought on the sight in

connection therewith and are adequately stored and / or protected against damage by weather or other causes but which have not at the time of advances been incorporated in the work the amount of such advance shall be recovered / deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-Charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer - in - charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.

a) No mobilization advance is payable under this contract.

### **Clause 10C**

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

If after submission of tender, if the price of any material incorporated in the work and/ or wages of labour increases as a direct result of the coming into force of any fresh, law or statutory rule or order (but not due to any variation of rate in GST applicable on such material(s) being considered under this clause) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied. If after submission of the tender, the price of any material incorporated in the works and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any variation of rate in GST applicable on such material(s) being considered under this clause), NIPER shall in respect of materials incorporated in the works and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any, for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. Engineer-in-Charge shall call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages. The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/or wages of labour, give notice thereof to the Engineer-in- Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply. For this purpose, the labour component of 85% of the value of the work executed during period under consideration shall not exceed the percentage as specified in Schedule F, and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled Mazdoor, fixed under any law statutory role and order. The cost of work for which escalation is applicable (W) is same as cost of work done worked out as indicated in sub-para (ii)(j) of clause 10 CC except the amount of full assessed value of secured Advance. Provided always that: (a) Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable. (b) Where provisions of clause 10CC are not applicable, provisions of clause 10C will become applicable.

### **Clause 10CC**

#### **Price adjustment for works**

If the prices of materials and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:

- (i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.
- (ii) (ii) The cost of work on which escalation will be payable shall be reckoned as below :
- |   |             |
|---|-------------|
| (a) Gross value of work done up to this quarter   | : (A)       |
| (b) Gross value of work done up to the last quarter   | : (B)       |
| (c) Gross value of work done since previous quarter   | (C) = (A-B) |
| (d) Full assessed value of Secured Advance fresh paid in this quarter   | : (D)       |
| (e) Full assessed value of Secured Advance recovered in this quarter  | : (E)       |
| (f) Full assessed value of Secured Advance for which escalation,<br>Payable in this quarter                         | (F) = (D-E) |
| (g) Advance payment made during this quarter  | : (G)       |
| (h) Advance payment recovered during this quarter   | : (H)       |
| (i) Advance payment for which escalation is payable in this Quarter   | (I) = (G-H) |
| (j) Amount paid based on prevailing market rates due to deviations/variations as per clause 12 during this quarter: |             |

(J) Then,  $M = C+F+I-J$

Cost of work for which escalation is applicable (W) = 0.85M

Components for materials, labour, etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender documents included in Schedule 'F'. The decision of the Engineer-in-Charge in working out such percentage shall be binding on the contractors.

(iii) The following principles shall be followed while working out the payment/recovery on account of variation of prices of materials and/ or wages of labour.

- (a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The date of submission of bill by the contractor to the department shall be the guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at the end of three months after the month (excluding the month in which the letter of commencement of work is issued by the Engineer-in-Charge) and thereafter at three months' interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.
- (b) The indices as defined below (excluding LI) relevant to any quarter/period for which such compensation is to be paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to the date of completion after the quarter covered by the last such installment of payment, is less than three months, the indices shall be the average of the indices for the months falling within that period.
- (c) The minimum wage of an unskilled Mazdoor shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.
- (d) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters;
- (e) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled Mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.

(iv) In the event the price of materials and/or wages of labour required for execution of the work decreases, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein stated below under this Clause 10CC shall mutatis mutandis apply.

(v) The contract price shall be adjusted for increase or decrease in rates and prices of labour, cement, steel reinforcement bar, fuel and lubricants and other input materials as per percentage of materials/labour specified in schedule F and in accordance with the principles, procedures and formulae specified below:

(a) Price adjustment for change in cost shall be paid in accordance with the following formulae:

(i) For Construction period of this work:

$$V_w = W * (1/100) * [C_p * (C_1 - C_0) / C_0 + L_p * (L_1 - L_0) / L_0 + C_{MP} * (C_{M1} - C_{M0}) / C_{M0} + E_{MP} * (E_{M1} - E_{M0}) / E_{M0} + F_p * (F_1 - F_0) / F_0 + S_p * (S_1 - S_0) / S_0 + B_p * (B_1 - B_0) / B_0]$$

(iii) For Maintenance period of this work:

$$VW = W * (1/100) * [L_p * (L_1 - L_0) / L_0 + C_{MP} * (C_{M1} - C_{M0}) / C_{M0} + E_{MP} * (E_{M1} - E_{M0}) / E_{M0} + B_p * (B_1 - B_0) / B_0]$$

(\* means multiplication)

Where, W=cost of work done as per para (ii) above.

VW (Variation of cost of Work) =Increase or decrease in the cost of works during the period under consideration due to change in the rates for relevant components.

Percentage components of materials &labour as specified in the schedule F are defined as under:-

C<sub>p</sub> - Cement component,

L<sub>p</sub> - Labour component,

CM<sub>p</sub> - Civil component of other construction materials,

EM<sub>p</sub> - E & M component of construction materials FP - POL (Diesel) component

S<sub>p</sub> - Reinforcement steel bars/TMT bars/structural steel (including strands and cables) component

B<sub>p</sub> - Bitumen component Indices for various components of materials &labour to be used for the purpose of this Clause are defined as under:

C<sub>0</sub> = Wholesale Price Index for Pozzolana Cement published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of last date of receipt of tender including extension, if any.

C<sub>1</sub> = Wholesale Price Index for Pozzolana Cement published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.

L<sub>0</sub> = Minimum daily wage in rupees of an unskilled adult mazdoor, fixed under any law, statutory rule or order as on the last date of receipt of tender including extension, if any.

L<sub>1</sub> = Minimum wage in rupees of an unskilled adult mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration.

CM<sub>0</sub> = Price Index for civil components of other construction materials valid for the month of the last date of receipt of tender including extension, if any, as issued by the office of CE CSQ (Civil) or successor.

CM<sub>1</sub> = Price Index for civil components of other construction materials for the period under consideration and as issued by the office of CE CSQ (Civil) or successor.

EM<sub>0</sub> = Price Index for E & M components of construction materials valid for the month of the last date of receipt of tender including extension, if any, as issued by the office of CE CSQ (Electrical) or successor.

EM<sub>1</sub> = Price Index for E & M components of construction materials for the period under consideration and as issued by the office of CE CSQ (Electrical) or successor.

F<sub>0</sub> = Wholesale Price Index of HSD (High Speed Diesel) published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any.

F<sub>1</sub> = Wholesale Price Index of HSD (High Speed Diesel) published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.

S<sub>0</sub> = Wholesale Price Index of Mild Steel-long products published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any

$S_1$  = Wholesale Price Index of Mild Steel-long products published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.

$B_0$  = Wholesale Price Index of Bitumen published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any

$B_1$  = Wholesale Price Index of Bitumen published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.

(vi) Provided always that:

- (a) Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable.
- (b) Where provisions of clause 10CC are not applicable, provisions of clause 10C will become applicable.

#### **10D. DISMANTLED MATERIAL**

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site of work, etc. as NIPER property and such materials shall be disposed off to the best advantage of NIPER according to the instructions in writing issued by the Engineer-in-Charge.

#### **CLAUSE 11**

##### **WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS DRAWINGS ORDERS ETC**

The contractor shall execute the whole 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 . the contractor shall also confirm exactly ,fully and faithfully to the design, drawings, and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications designs drawings.

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

#### **Clause 12**

##### **Deviations/ Variations Extent and Pricing**

The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for other reasons and the contractor shall be bound to carry out the works in accordance with any instruction given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided. The completion cost of any agreement for maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration should not exceed two times the contract amount. **Deviation upto 1.25 times of contract amount shall be approved by Engineer-in-Charge with recorded reasons.** Deviation beyond 1.25 times upto 1.50 times of contract amount shall be approved by the Director with recorded reasons. In exceptional case, the Director (as applicable) shall have power to approve the deviation beyond 1.50 times upto 2.0 times of contract amount with recorded reasons and take suitable corrective action.

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

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

### 12.2 **Deviation, Extra Items and Pricing**

#### **Extra items are those which are not available in the contract.**

For percentage rate tenders, the extra item(s) which are available in the standard schedule of rates specified in Schedule F, shall be paid as per the said schedule rate plus cost index (considered in the estimated cost put to tender) plus/minus percentage above/ below quoted on estimated cost put to tender.

For item rate tenders, the extra item(s) which are available in the standard schedule of rates specified in Schedule F, shall be paid as per the said schedule rate plus cost index (considered in the estimated cost put to tender) plus/minus percentage above/ below worked out on the basis of overall contract amount and estimated cost of the work put to tender. In the case of extra item(s) which are not available in the standard schedule of rates specified in Schedule F, the contractor may within fifteen days of the receipt of order or occurrence of the item(s), submit claim for market rate(s), supported with proper analysis of rate and manufacturer's specification for the work, invoices, vouchers, etc. (as applicable), failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding. Where the contractor submits claim for market rate(s) in the manner prescribed above, the Engineer-in-Charge shall, within 45 days of the receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

The rate(s) of extra items so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable.

### 12.3 **Deviation, Deviated Quantities, Pricing**

#### **All the deviated quantities shall be paid at agreement rates.**

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

## **CLAUSE 13**

### **FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK**

If at any time after acceptance of the tender NIPER shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge 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

The contractor shall be paid at contract rates full amount for works executed at site and in addition, reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure.

- (i) Any expenditure incurred on preliminary site work e.g. temporary access roads, temporary labour huts, staff quarters and site office, storage accommodation and water storage tanks.
- (ii) NIPER shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work). For materials taken over or to be taken over by NIPER, cost of such materials as detailed by the Engineer-in-Charge shall be paid. The cost shall, however, take into



- account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor
- (iii) If any material supplied by NIPER are rendered surplus the same except normal wastage shall be returned by the contractor to NIPER at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition cost of transportation of such materials from site to NIPER store, if so required by NIPER shall be paid. The contractor shall, if required by the Engineer-in-Charge furnish to him books of accounts , wage books , time sheets and other relevant and evidence as may be necessary to enable him to certify the reasonable amount payable under the conditions.
- (iv) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- (v) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

The contractor shall, if required by the Engineer- in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i) above shall not exceed two percent of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractors material at site taken over by NIPER as per item (ii) above. Provided always that against any payment due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the NIPER from the contractor under the terms of the contract.

#### **CLAUSE 14**

#### **CANCELLATION OF CONTRACT IN FULL OR PART**

If contractor:

- i) At any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-Charge ;  
or
- ii) Commits default to complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after notice in writing is given to him in that behalf by the Engineer-in-Charge  
or
- iii) Fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion , and does not complete them within the period specified in a notice given in writing in this behalf by the Engineer-in-Charge .  
or
- iv) Shall offer or give or agree to give to any person in NIPER service or to any other person on his behalf any gift as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for NIPER  
or
- v) Shall enter into a contract with NIPER in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the accepting authority/Engineer-in-Charge  
or

vi) Shall obtain a contract with NIPER as a result of wrong tendering or other non bonafide methods of competitive tendering

OR

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

OR

viii) Being a company , shall pass a resolution or the court shall make an order for the winding up of the company ore a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or manager

OR

ix) Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days;

OR

x) Assigns, transfers, sublets(engagement of labour on 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 accepting authority

The accepting authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to NIPER by notice in writing to cancel the contract as whole or any such item of work in fault from the contract

The Engineer-in-Charge shall on such cancellation by the accepting authority have powers to:

a) Take possession of thee site and any materials, constructional land, implements, stores, etc, thereon and/or;

b) Carry out the incomplete works by any means at the risk and cost of the contractor on cancellation of the contract in full or in part, the Engineer-in-Charge shall determine the amount if any , is recoverable from the contractor for completion of the works or parts of the works. or in case the works or parts of the works is not to be completed, the loss or damage suffered by the NIPER. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the works and use of plant and machinery belonging to the contractor.

Any excess expenditure incurred or to be incurred by NIPER in completing the works or parts of the works or the excess loss or damages suffered or may be suffered by NIPER as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to NIPER in law be recovered from any money due to the contractor on any account, and if such money are not sufficient the contractor shall be liable to pay the same within 30 days.

If the contractor shall fail to pay the required sum within aforesaid period of 30 days ,the Engineer-in-Charge shall have the right to sell any or all of the contractor's unused materials, constructional plant ,implements temporary buildings etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor , it shall be recovered in accordance with the provisions of the contract.

Any sums in excess of the amounts due to NIPER and un sold materials, constructional plants etc. shall be returned to the contractor, provided always that if cost or anticipated cost of completion by NIPER of the works or parts of works is less than the amount which the contractor would have been paid had he completed the works or parts of the works, such benefit shall not accrue to the contractor.

## **CLAUSE 15**

### **SUSPENSION OF WORK**

i) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as

the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons

- a) on account of any default on the part of the contractor; or
- b) for proper execution of the works or part thereof for reasons other than the default of the contractor ;or
- c) for safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

**ii)** If the suspension is ordered for reasons(b) and (c)in sub Para (i) above;

**a)** the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25% for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and ;

**b)** If the total period all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds 30 days, the contractor , in addition , be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension ,adding thereto 2% to cover indirect expenses of the contractor. provided the contractor submits his claim supported by details to the Engineer-in-Charge within 15 days of the expiry of the period of 30 days.

**iii)** If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub Para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within 15 days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time , the contractor, if he intends to treat the suspension, where it effects only part of the works as an omission of such part by NIPER or where it affects whole of the works, as an abandonment of the works by NIPER shall within 10 days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by NIPER, he shall have no claim to payment of any compensation on a/c of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall however, be entitled to such compensation as the Engineer-in-Charge may consider reasonable, in respect of salaries and/ or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

Provided further, that the contractor shall not be entitled to claim any compensation from NIPER for the loss suffered by him on account of delay by NIPER in the supply of materials in schedule 'B' where such delay is covered by difficulties relating to the supply of wagons, force major including non allotment of such materials by controlling authorities, acts of God, acts of enemies of the state/ country or any reasonable cause beyond the control of NIPER.

## **CLAUSE 16**

### **ACTION IN CASE WORK NOT DONE AS PER SPECIFICATIONS.**

**a)** 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, his authorized subordinates, incharge of the work and all the superior officers, officers of the quality assurance division of the NIPER and of the Chief Technical Examiner's office, CVC and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the contractor's agent shall be considered to have been given to the contractor himself.

**b)** If it shall appear to the Engineer-in-Charge or his authorized subordinates incharge of the work or to the officer incharge of quality control division or his subordinate officers or to the Chief Technical Examiner or his subordinate officers, officers of CVC that any work has been executed with unsound, imperfect, unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be

made within six months of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non completion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bills if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

#### **CLAUSE 17**

##### **CONTRACTOR LIABLE FOR DAMAGES, DEFECTS DURING MAINTENANCE PERIOD.**

a) If the contractor or his working people or servants shall break, injure, or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electric, or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within six months (3 months in the case of any work other than road work costing Rs. 1,00,000/- and below) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of the defect or improper materials or workmanship, the contractor shall upon receipt of a notice in writing in that behalf make the same to be made good at his own expenses or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expenses from any sums that may become due to the contractor, or from his security deposit except for the portion pertaining to asphalt work which is governed by sub-Para (iii) of/ clause 35 or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit if the contractor except the portion pertaining to a sphaltic work which is governed by sub Para(iii) of clause 35 shall not be refunded before the expiry of six months (three months in the case of any work other than road work costing Rs 1,00,000/- and below) after the issue of the certificates final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the security deposit will be refundable after six months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

#### **CLAUSE 18**

##### **CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC.**

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding, and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification of other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighting and assisting in the measurements for examining at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expenses may be deducted from any money due to the contractor, under this contract or otherwise and/ from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

#### **CLAUSE 18A**

**RECOVERY OF COMPENSATION PAID TO WORKMEN**

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

**CLAUSE 18B****ENSURING PAYMENT AND AMENITIES TO WORKERS IF CONTRACTOR FAILS**

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and of contract Labour ( Regulation and Abolition) Central Rules , 1971 , NIPER is obliged to pay any amount of wages to a workman employed by the contractor in execution of the works , or to incur any expenditure in provided under clause 19H or under the Rules framed by Government /NIPER from time to time for the protection of health and sanitary arrangements for workers employed by Contractors , NIPER will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the NIPER under sub-section (2) Section 20 , and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act , 1970, NIPER shall not be bound to contest any claim made against it under sub-section (1) of Section 20 , sub-section (4) of Section 21 , of the said Act , except on the written request of the contractor and upon his giving to the NIPER full security for all costs for which NIPER might become liable in contesting such claim.

**CLAUSE 19****LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR.**

The contractor shall obtain a valid license under the Contract Labour (R&A) Act 1970 and the Contract Labour (R&A) Central Rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out the resultant non-execution of the work.

**CLAUSE 19A**

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

**CLAUSE 19B****PAYMENT OF WAGES**

i) The contractor shall pay to labour employed by him either directly or through sub contractors, wages as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the contract Labour (Regulation & Abolition) Central Rules, 1971 ,wherever applicable.

ii) The contractor shall, notwithstanding the provisions of any contract to the contrary , cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractor in connection with the said work, ,as if the labour had been employed by him.

iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract , the contractor shall comply with or cause to be complied with contractor's Labour Regulations made by Government from time to time in regard to payment of wages , wage period , deductions from wages , recovery of wages not maintenance of wage books or wage slips , publication of scale of wages and other terms of employment , inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the

Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

**iv) a)** The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulation.

**b)** Under the provision of Minimum Wages (Central) Rules 1950, the contractor is bound to the labourers directly or indirectly in the works one day rest for 6 days continuous work and pay wages at the same rates for duty. In the event of default, the Engineer-in-Charge have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labourers and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned.

**v)** The contractor shall indemnify and keep indemnified NIPER against payments to be made under and for the observances of the laws aforesaid and the contractor's labour Regulation without prejudice to his right to claim indemnity from his sub-contractors.

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

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

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

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

#### **CLAUSE 19C**

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expenses arrange for the safety provisions, safety code from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs 200/- for each default and in addition the Engineer-in-Charge shall be at liberty to make arrangements and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

#### **CLAUSE 19D**

The contractor shall submit by the 4th and 19th of every month, to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:-

1. the number of labourers employed by him on the work,
2. their working hours,
3. the accidents that occurred during the circumstances under which they happened and the extent of damage and injury caused by them, and
4. the wages paid to them
5. the number of female workers who have been allowed maternity benefit according to Clause 19 F and the amount paid to them.

Failing which the contractor shall be liable to pay to NIPER a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.

#### **CLAUSE 19E**

In respect of all labourers directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed.

#### **CLAUSE 19F**

Leave and pay during leave shall be regulated as follows :

##### **1. Leave**

i) in the case of delivery - maternity leave not exceeding 8 weeks , 4 weeks up to and including the day of delivery and 4 weeks following that day.

ii) in the case of miscarriage – up to 3 weeks from the date of miscarriage

##### **2. Pay**

i) in the case of delivery - leave pay during maternity will be at the rate of the women's average daily earnings , calculated on total wages earned on the days when full time work was done during the period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.

ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

**3. Conditions for the grant of Maternity Leave.** No maternity leave benefit shall be admissible to a women unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

**4. The contractor shall maintain a register of Maternity (Benefit) as per Govt. norms, and the same shall be kept at the place of work.**

#### **CLAUSE 19G**

In the event of the contractor(s) committing a default or breach of any of the provisions of Contractor's Labour Regulation Model rules for the protection of health and sanitary for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect , he/they shall, without prejudice to any other liability, pay to the NIPER a sum of Rs 200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statement and in the event of contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs 200/- per day for each day of default subject to a maximum of 5% of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/ are not properly observing and complying with the provisions of Contractor's Labour Regulation and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) act 1970, and the Contract Labour (R&A) State Rules 1971, for the protection of health and sanitary arrangements work people employed by the contractor(s) (hereinafter referred as " the said Rules") the Engineer-in-Charge shall have the power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work - people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the to comply with and/or observe the Said Rules and to provide the amenities to the work people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities herein before mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have the power to give notice in writing to the contractor(s) requiring that the said huts sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice , the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

**CLAUSE 19H**

The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-Charge.

(i) (a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker's family staying with the labourer.

(b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.

(c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.

(d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

(ii) (a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobi on both sides. The floor may be kutcha but plastered with mud gobi and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.

(b) The contractor(s) shall provide each hut with proper ventilation.

(c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.

(d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.

(iii) **WATER SUPPLY-** The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells, or rivers, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/their own cost make arrangements for laying pipe lines for water supply to labour camp from the existing mains wherever available, and shall pay all fees and charges thereof.

iv) The site selected for the camp shall be high ground, removed from jungle.

v) **DISPOSAL OF EXCRETA** - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed by the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such committee/authority for the removal of the excreta. All charges on this account shall be borne by contractor and paid direct by him to the municipality/authority, The contractor shall provide one sweeper for every eight seats in case of dry system.

vi) **DRAINAGE-** The contractor(s) shall provide efficient arrangements for draining away sludge water so as to keep the camp neat and tidy.

vii) The contractor (s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.

viii) **SANITATION-** The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

**CLAUSE 19I**



The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractor's employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

#### **CLAUSE 19J**

It shall be the responsibility of the contractor to see that building under construction is not occupied by anybody unauthorisedly during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay a levy up to 5% of tendered value of work may be imposed by the Director, NIPER whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

However, the Competent authority, through notice may require the contractor to remove the illegal occupation any time on or before construction or delivery.

#### **CLAUSE 19K**

##### **Employment of skilled/semi skilled workers**

The contractor shall, at all stages of work, deploy skilled/semi skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.

#### **CLAUSE 19L**

##### **Contribution of EPF and ESI**

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor.

#### **CLAUSE 20**

##### **MINIMUM WAGES ACT TO BE COMPLIED WITH**

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

#### **CLAUSE 21**

##### **WORK NOT TO BE SUBLET. ACTION IN CASE OF INSOLVENCY**

The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, prerequisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of NIPER in any way relating to his office or employment, or if any such officer or person shall become in any way directly or

indirectly interested in the contract, the engineer - in - Charge shall have power to adopt any way directly or indirectly interested in the contract, the Engineer - in -Charge shall have power to adopt any of the courses specified in Clause 3 hereof as he may deem best suited to the interest of NIPER and in the event of any of these courses being adopted the consequences specified in the said clause 3 shall ensue .

#### **CLAUSE 22**

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

#### **CLAUSE 23**

##### **CHANGES IN FIRM'S CONSTITUTION TO BE INTIMATED.**

Where the contractor is a partnership firm, the previous approval in writing of the Engineer- in-Charge shall be obtained before any change is made 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 where under the partnership firm would have the right to carryout the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of clause21 hereof and the same action may be taken and the same consequences shall ensue as provided in the said clause21.

#### **CLAUSE 24**

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

#### **CLAUSE 25**

##### **SETTLEMENT OF DISPUTES & ARBITRATION**

Except where otherwise provided in the contract, all questions and disputes relating to the interpretation of the specifications, designs, drawings and instructions herein before mentioned and as to the quality or claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, specifications, estimates, instructions, orders on these conditions or otherwise concerning the works or the execution or after the completion or abandonment thereof, shall be referred to the sole arbitration of the person appointed by the Director, NIPER. The arbitrator shall be appointed within 30 days from the receipt of a request any party. The arbitrator to whom the Director, NIPER shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The arbitrator shall be final and binding on the parties. The cost of the Arbitrator shall be borne equally by both the parties.

- 25.1 It is also a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.
- 25.2 It is also a term of the contract that if the contractor does not make any demand for arbitration in respect of any claim in writing within 90 days of receiving the intimation from the Employer that the final bill is ready for payment, the claim of the contractor will be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims.
- 25.3 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 being in force shall apply to the arbitration reference under this clause.

#### **CLAUSE 26**

##### **CONTRACTOR TO INDEMNIFY NIPER AGAINST PATENT RIGHTS**

The contractor shall fully indemnify and keep indemnified NIPER against any action claim or proceeding 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 NIPER in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation and may arise there from provided that the contractor shall not be liable to indemnify NIPER, 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 Engineer-in-Charge in this behalf.

#### **CLAUSE 27**

##### **Lump Sum Provisions in Tender**

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

#### **CLAUSE 28**

##### **ACTION WHERE NO SPECIFICATIONS ARE SPECIFIED**

When no specifications are specified in the case of any class of work or when there is no such specifications referred to in clause 11, such work shall be carried out in accordance with the Bureau of Indian Standard Specifications. In case there is no such specification in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specification. In case there are no such specifications, the works shall be carried out in all respect in accordance with the instruction and requirements of the Engineer-in-Charge.

#### **CLAUSE 29**

##### **WITH-HOLDING AND LIEN IN RESPECT OF SUMS DUE FROM CONTRACTOR.**

i) Whenever any claim for payment of a sum of money arises out of or under the contract against the contractor, the Engineer-in-Charge shall be entitled to withhold and also have a lien to retain to such sum or sums in whole or in a part from security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have the lien over the same pending finalization or adjudication of any such claim. In the event of security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Engineer-in-Charge shall be entitled to withhold and have the lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in-Charge or any contracting person through the Engineer-in-Charge pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge will be kept withheld or retained as such by the Engineer-in-Charge till the claim arising out of or under the contract is determined by the Arbitrator / competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever in any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge shall be entitled to withhold and also have the lien to retain towards such claimed amount or amounts in whole or in a part from any sum found payable to any partner / limited as the case may be, whether in his individual capacity or otherwise.

ii) NIPER shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc, to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by that contractor under the contract or any work claimed to have been done by him under the contract and found to have

been executed, the contractor shall be liable to refund the amount of over payment and shall be lawful for NIPER to recover the same from him in the manner prescribed in sub-clause (I) of this clause or any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by NIPER to the contractor, without any interest thereon whatsoever.

### **CLAUSE 29A**

#### **LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACT**

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

### **CLAUSE 30**

#### **Employment of coal mining or controlled area labour not permissible**

The contractor shall not employ coal mining or controlled area labour falling under any category whatsoever on or in connection with the work or recruit labour from area within a radius of 32 km (20 miles) of the controlled area. Subject as above the contractor shall employ imported labour only i.e., deposit imported labour or labour imported by contractors from area, from which import is permitted.

Where ceiling price for imported labour has been fixed by State or Regional Labour Committees not more than that ceiling price shall be paid to the labour by the contractor.

The contractor shall immediately remove any labourer who may be pointed out by the Engineer-in-Charge as being a coal mining or controlled area labourer. Failure to do so shall render the contractor liable to pay to Government a sum calculated at the rate of Rs.10/- per day per labourer. The certificate of the Engineer-in-Charge about the number of coal mining or controlled area labourer and the number of days for which they worked shall be final and binding upon all parties to this contract.

It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested within the meaning of the exception in Section 74 of Indian Contract Act, 1872.

Explanation:- Controlled Area means the following areas:

Districts of Dhanbad, Hazaribagh, Jamtara - a Sub-Division under Santhal Pargana

Commissionery, Districts of Bankuara, Birbhum, Burdwan, District of Bilaspur.

Any other area which may be declared a Controlled Area by or with the approval of the Central Government.

### **CLAUSE 31**

#### **UNFILTERED WATER SUPPLY**

In case, due to any eventuality or otherwise, NIPER is not in a position to provide water connection for construction purposes the contractor(s) shall make his/their own arrangements of water required for the work and nothing extra shall be paid for the same. This will subject to the following conditions:

1. That the water used by the contractors shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.
2. The Engineer-in-charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in opinion of the Engineer-in-Charge, unsatisfactory.

**CLAUSE 32****ALTERNATE WATER ARRANGEMENTS**

The contractor shall be allowed to construct temporary wells at site for taking water good for construction only after he has got permission of the Engineer-in-Charge in writing. No charges shall be recovered from the contractor on his account but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damages to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damages carried due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of work.

**CLAUSE 33****RETURN OF SURPLUS MATERIAL**

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are produced with the assistance of NIPER either by issue from NIPER stock purchase made under orders or permits or licenses issued by NIPER the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the NIPER and return, if required by the Engineer-in-Charge all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited with such price as the Engineer-in-Charge shall determine having due regards to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him. The decision of the Engineer-in-Charge shall be final and conclusive. In the event of breach of the aforesaid condition of the contractor shall in addition to throwing himself into action for contravention of the terms of the license or permit and /or the criminal breach of trust, be liable to NIPER for all's money advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

**CLAUSE 34****HIRE OF PLANT AND MACHINERY**

- h) The contractor shall arrange at his own expenses all tools, plants, machinery and equipment (hereinafter referred to as T&P).

**CLAUSE 35****CONDITION RELATING TO USE OF ASPHALTIC MATERIALS**

- i) The asphaltic works to be executed as per prevailing CPWD norms and specifications.  
ii) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall refunded after the expiry of the period.

**CLAUSE 36****I) EMPLOYMENT OF TECHNICAL STAFF AND EMPLOYEEES FOR BUILDING AND ROADWORKS.**

(i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract. The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule 'F'. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s) The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and/or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/ checked measurements/test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (nonrefundable) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-In-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) alongwith every on account bill final bill and shall produce evidence if at any time so required by the Engineer-in-Charge. (ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work. The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work. The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

## **II) FOR SANITARY AND WATER SUPPLY WORKS.**

The contractor shall employ the following technical staff during the execution of work.:

i) One Diploma Holder (Overseer) with an experience of not less than 5 years out of which atleast one year should be in a sanitary Engineering or water supply works, when the tendered cost of work to be executed is more than 50,000/- (Rupees fifty thousand only).

The technical staff should be available at site whenever required by Engineer-in-Charge to take instructions.

In case the contractor fails to employ the technical staff as aforesaid he shall be liable to pay reasonable compensation not exceeding the amount shown against each for each month of default .

The decision of the Engineer-in-Charge as to the period for which the required technical staff was not employed by the contractor the amount to be deducted on this account as per schedule F shall be final and binding on the contractors.

iii) The Engineer-in-Charge shall be liberty to object to and require the contractor to remove from the works any person who in his opinion misconduct's himself, or is incompetent or negligent on the performance of his duties or whose employment is otherwise considered by the Engineer - in - Charge to be undesirable .

Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

iv) There shall be no objection if an Engineer or overseer looks after more than one work provided the total value of works under him doesn't exceed Rs.20.00lakhs in case of building , roads, sanitary and water supply works and Rs. 10.00lakhs in respect of electrical works in case of a Graduate Engineer and Rs.10.00 lakhs in case of building, roads, sanitary and water supply works and Rs.5.00lakhs in respect of electrical works in case of diploma holder.

It is also not necessary for a contractor (or partner in case of firm/company ) who is himself an engineer / overseer to employ another engineer or overseer as long as the contractor / partner does the work expected of an Engineer employed on the job. The employment of the technical staff may be co-related to the tendered cost.

### **Clause 37**

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

- (i) All tendered rates shall be inclusive of any tax, levy or cess applicable on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs.

However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.

Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/ levies/cess.

Provided further that such increase including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 in Schedule F.

- (ii) 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 NIPER and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
- (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, or variation or repeal of such tax or levy or cess give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

### **CLAUSE 38**

#### **CONDITIONS FOR REIMBURSEMENT OF LEVY/TAXES IF LEVIED AFTER RECEIPT OF TENDERS**

i) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes.

However , pursuant to the Constitution (46 Amendment) Act, 1982, if any other tax or levy is imposed by statute after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes / levies, the contractor shall be reimbursed the amount so paid , provided such payment, if, any, is not, in the opinion of the Zonal Chief (whose decision shall be final and binding on the contractor ) attributable to delay in execution of work within the control of the contractor.

ii) 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 NIPER and / or the Engineer-in-Charge and further shall furnish such other information / document as the Engineer-in-Charge may require from time to time.

iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the constitution (Forty sixth Amendment) Act 1982, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

### **CLAUSE 39**

#### **TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR.**

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

### **CLAUSE 40**

#### **IF RELATION WORKING IN NIPER THEN THE CONTRACTOR NOT ALLOWED TO TENDER**

The contractor shall not be permitted to tender for works in an NIPER Zone (responsible for award and execution of contracts) in which his near relative is posted as an Officer in any capacity in the grades of Asst. Engineer or equivalent and above (both inclusive). He shall also intimate the names of the persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any executives (above the rank of AE or equivalent).

Any breach of this condition by the contractor would render him liable to be made in-eligible for tendering in NIPER.

**NOTE : THE TERM "NEAR RELATIVES MEANS WIFE, HUSBAND, PARENTS, AND GRAND PARENTS, CHILDREN AND GRAND CHILDREN BROTHERS AND SISTERS, UNCLAS AND AUNTS" AND "COUSINS AND THEIR CORRESPONDING IN-LAWS".**

### **CLAUSE 41**

#### **No Gazetted Engineer to work as Contractor within one year of retirement**

No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an engineering department of the Government of India shall work as a contractor or employee of a contractor for a period of one year after his retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

### **CLAUSE 42**

#### **Return of material & recovery for excess material issued.**

(i) After completion of the work and also at any intermediate stage in the event of non reconciliation of materials issued, consumed and in balance - (see Clause 10), theoretical quantity of materials issued by the NIPER for use in the work shall be calculated on the basis and method given hereunder:-

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

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

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



G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameter wise & category wise. (d) For any other material as per actual requirements. (ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule 'F'. The difference in the net quantities of material actually issued to the contractor and the theoretical quantities including such authorized variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer-in-Charge within fifteen days of the issue of written notice by the Engineer-in-charge to this effect shall be recovered at the rates specified in Schedule 'F', without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of Engineer-in-Charge in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates specified in Schedule 'F', shall be final & binding on the contractor. For non scheduled items, the decision of the Engineer in charge regarding theoretical quantities of materials which should have been actually used, shall be final and binding on the contractor. (iii) The said action under this clause is without prejudice to the right of the NIPER to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

#### **CLAUSE 43**

##### **COMPENSATION DURING WAR LIKE SITUATION**

The work (whether fully constructed or not ) and all materials, machines, tools, and plants, scaffolding , temporary building and other things connected their with shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any material properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation , the contractor shall when ordered (in writing ) by the Engineer-in-Charge to remove any debris from the site , collect and properly stack , or remove in store all serviceable material 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 the cleaning the site of debris , stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge , such payments 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 Engineer-in-Charge. The contractor shall be paid for the damages /destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provisions of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequences of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or Engineer-in-Charge (b) for any material etc., not on the site of the work or for any tools , plant , machinery , scaffolding , temporary building and other things not intended for the work.

In the event of the contractor having in carry out reconstruction as aforesaid , he shall be allowed such extension of time for its completion as is considered by the Engineer In charge

#### **CLAUSE 44**

##### **Apprentices Act provisions to be complied with**

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer may, in his discretion, cancel the contract.

The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

#### **CLAUSE 45**

##### **RELEASE OF SECURITY DEPOSIT AFTER LABOUR CLEARANCE**

Security deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge on , receipt of the said communication ,

shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work, if no complaint is pending, on record till after three months after completion of the work and / or no communication is received from the Labour Officer to this effect till six months after the date of completion , it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due

(Signatures of the Tenderer)

## SAFTEY CODE

Suitable scaffolds should be provided for workmen for all works that can not safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying the materials as well suitable footholds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1 vertical).

- 1 Scaffolding of staging more than 3.6 m (12 ft) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braces and otherwise secured at least 90 cm. height above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- 2 Working platform gangways and stairway should be so constructed that they should not sag unduly or unequally and if the height of the platform or the gangway or the stairway is more than 3.6 m above ground level, they should be closely boarded, should have adequate width and should be suitably fastened as described in 2 above.
- 3 Every opening in the floor of building or in working platform shall be provided with suitable means to prevent the fall of a person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm.
- 4 Safe means of access shall be provided to all working platform and other working places. Every ladder should be securely fixed. No portable single ladder shall be over 9m. in length while the width between the sides rails in rung ladder shall in no case be less than 29 cm. for ladder up to and including 3 m of length. For longer ladders this width should be increased at least  $\frac{1}{4}$ " for each additional 30 cm. of length. Uniform step spacing of not more than 30 cm should be provided. Adequate precautions shall be taken to prevent danger from electrical equipments. No materials from any of the sites of the work shall be so stacked or placed as to cause danger or inconvenience to any person or the public the contractor shall provide all necessary fencing and lights protect the public from accident and shall be bound to bear the expenses of defense to every suit action or other proceedings at law that may be brought by any person or injury sustained owing to neglect of the above precautions and to pay the damages and cost which may be awarded in any such suit action of proceeding to any such person or which may with the consent of the contractor be paid to compensate any claim by any such person.
  - (a) Excavation and Trenching All trenches 1.2 m or more in depth, shall at all times to be supplied with at least one ladder for each 30 m in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90 cm above the surface of the ground. The sides of the trenches which are 1.5 m more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m of the trench from top to bottom. Under no circumstances undermining or undercutting shall be done.
  - (b) Safety Measures for digging bore holes:-
    - (c) (i). If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;
    - (d) (ii). During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;
    - (e) (iii). Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;
    - (f) (iv). After drilling the borewell, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
    - (g) (v). After the completion of the bore well, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;

- (h) (vi). After the borewell is drilled the entire site should be brought to the ground level.
- 5 Demolition- before any demolition work is commenced and also during the progress of the work.
- I. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - II. No electric cable or apparatus which is likely to be a source of danger or a cable of apparatus used by the operator shall remain electrically charged.
  - III. All Practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or the other part of the building shall be so overload with debris or materials as to render it unsafe.
- 6 All necessary personal safety equipments as considered adequate by the Engineer-in-charge should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipments by those concerned. The following safety equipments shall invariably be provided.
- I. Workers employed on mixing asphaltic materials cement and lime mortar shall be provided with protective footwear and protective goggles.
  - II. Those engaged in white washing and mixing or stacking or cement bags or any material which injurious to the eyes shall be provide with welder's protective eyes shall be provided with protective goggles.
  - III. Those engaged in welding works shall be provided with welder's protective eye shields.
  - IV. Stonebreakers shall be provided with protective goggles and protective clothing's and seated at sage intervals.
  - V. When workers are employed in sewers and manholes which are in active use the contractor shall that the manhole cover are opened and ventilated at least for an hour be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition the contractor shall ensure that the following safety measures are adhered to.
    - a. Entry for workers in to the line shall not be allowed except under the supervising engineer or other higher officer.
    - b. At least 5 to 6 manholes upstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manholes for working inside.
    - c. Before entry presence of toxic gases should be tested by inserting wet lead acetate paper which changes color in the presence of such gases and gives indication of their presence.
    - d. Presence of oxygen should be verified by lowering a detector lamp into the manhole incases no oxygen is found inside the sewer line workers should be sent only with oxygen kit.
    - e. Safety belt with rope should be provided to the workers, while working inside the manholes such ropes should be handled by two men standing outside to enable him to be pulled out during emergency.
    - f. The area should be barricaded or cordoned off by suitable means to avoid misshape of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning working are undertaken during day or night.
    - g. No smoking or open flames shall be allowed near the blocked manhole being cleaned.

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- h. The malba obtained on account of cleaning of blocked manholes and sewer line should be removed immediately to avoid accidents on account of slippery nature of the malba.
  - i. Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
  - j. Gas masks with oxygen cylinder should be kept at site for use in emergency
  - k. Air blowers should be used for flow of fresh air through the manholes. Whenever called for portable air blowers are recommended for ventilating the manholes. The motors for these shall be vapor proof and totally enclosed type. Non sparking gas engines also could be used by these should be placed at least 2 meters away from the opening and on the leeward side protected from winds so that they will not be a source of friction on any inflammable gas that might be present.
  - l. The workers engaged for cleaning the manholes / sewers should be properly trained before allowing working in the manholes.
  - m. The workers shall be provided with gum boots or non sparking shoes, pump helmet and gloves non sparking tools, safety slights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limb before working inside the sewer lines.
  - n. Workmen descending a manhole shall try each ladder step or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to the manhole wall.
  - o. If a man has received physical injury, he should be brought out of the sewer immediately and adequate medical aid could be provided to him.
  - p. The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-charge regarding the steps to be taken in his regard in an individual case will be final.
- vi) The contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.
- a) No paint containing lead or lead product shall be used except in the form of paste or ready made paint.
  - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
  - c) Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of the work.
  - d) Measures shall be taken wherever required in order to prevent danger arising from the application of paint in the form of spray.
  - e) Measures shall be taken wherever practicable, to prevent danger arising out of dust caused by dry rubbing down and scrapping.
  - f) Adequate facilities should be provided to enable working painters to wash during and on cessation of work.
  - g) Suitable arrangements shall be made to prevent clothing put off during working hours being spoiled by painting materials.

- h) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority.
  - i) NIPER may require when necessary medical examinations of works.
  - j) Instructions with regard to special hygienic precautions to be taken in the painting trades shall be disturbed to working painters.
8. When the work is done near any place where there is risk of drowning all the necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be obtained during the rescue work.
9. Use of hoisting machines and tackle including their attachments anchorages and supports shall conform to the following standards.
  - a) These shall be of good mechanical constructions sound materials and adequate strength and free conform to the following standards.
  - b) Every rope used in hoisting or lowering materials or as men of suspension shall be of durable quality and adequate strength and free from patent defects.
  - ii) Every crane driver or hoisting appliance operator shall properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding which or giving signal to the operator.
  - iii) In case of hoisting machine and of every chain ring hook shackle swivel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all geared referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or gear referred to above in this Paragraph shall be loaded beyond the safe working load except for the purpose of testing.
  - iv) In case of NIPER machines, the safe working load shall be notified by the Engineer-in-charge. As regards contractor's machines the contractor shall notify the safe working load of the machine to the Engineer-in-charge whenever he brings any machinery to site of work and get verified by the Engineer-in-charge.
10. Motors, gearing, transmission, electric, wiring and other dangerous part of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and any keys or other material which are good conductors of electricity.
11. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
12. These safety provisions should be brought to the notice of all concerned by display on a notice board at prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
13. To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the contractor shall be open to inspection by the labour officer or Engineer-in-charge of NIPER or their representatives.
14. Notwithstanding the above clauses from (1) to (14) there is nothing in these to exempt the contractor the operations of any other Act or Rule in force in the republic of India.

(Signatures of the Tenderer)

## **MODELS RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS**

### **1. APPLICATION**

These rules shall apply to all buildings and constructions works in which twenty or more workers are ordinarily employed or are proposed to be employed or are proposed to be employed in any day during the period during which the contract work is in progress.

### **2. DEFINITION**

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work on any day during which the contract work is in progress.

### **3. FIRST-AID FACILITIES**

i) At every work place there shall be provided and maintained, so as to be easily accessible during working hours, first –aid boxed at the rate of not less than one box for 150 labour or part thereof ordinarily employed.

ii) The first- aid box shall be distinctly marked with Red Cross on white back ground and shall contain the following equipments:

a) For work places in which the number of contract labour employed does not exceed 50 each first- aid box shall contain the following equipments.

1. 6 small sterilized dressings.
2. 3 medium size sterilized dressings.
3. 3 large size sterilized dressings.
4. 3 large sterilized burn dressings.
5. 1 (30 ml) bottle containing a two percent alcoholic solution of iodine.
6. (30 ml) bottle containing salvolite having the dose and mode of administration indicated on the label.
7. 1 snakebite lancet.
8. 1 (30 gms.) Bottle of potassium permanganate crystals.
9. 1 copy of the first – aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
10. 1 pair scissors.
11. 1 bottle containing 100 tablets (each of 50 gms.) of aspirin.
12. Ointment for burns.
13. A bottle of suitable surgical antiseptic solution.

b) For work places in which the number of contract labour exceed 50.

Each first – aid box shall contain the following equipments :

1. 12 small sterilized dressings.
2. 6 medium size sterilized dressings
3. 6 large size sterilized dressings.
4. 6 large size sterilized burn dressings.
5. 6 (15gms) packets sterilized cotton wool.
6. 1(60ml) bottle containing two percent alcoholic solution iodine.
7. 1(60ml) bottle containing salvolite having the does and mode of administration indicated on the label.
8. 1 rolls of adhesive plaster.
9. snakebite lancet.
10. (30 gms ) bottle of potassium permangate crystals.
11. 1 pair of scissors.
12. 1 copy of the first – aid leaflet issued by the Director General Factory Advice Service and Labour Institute / Government of India.
13. A bottle containing 100 tablets ( each of 5 gms ) of aspirin.
14. Ointment for burns.
15. bottle of suitable surgical antiseptic solution.

iii) Adequate arrangements shall be made for immediate recoument of the equipment when necessary.

- iv) Nothing except the prescribed contents shall be kept in the First – aid box.
- v) The first – aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- vi) The person in charge of the first – aid box shall be a person in trained in first – aid treatment in the work places where the number of labour employed is 150 or more.
- vii) In the work places where the number of labour employed is 500 or more and hospital facilities are not available within easy distance from the works , First – aid posts shall be established and run by a trained compounder . The compounder shall be on duty and shall be available at all hours when the workers are at work.
- viii) Where work places are situated in places which are not towns or cities , a suitable motor transport shall be kept readily available to carry injured person or persons suddenly taken ill to the nearest hospital.

#### **4. DRINKING WATER.**

- i) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, sufficient supply of cold water fit for drinking.
- ii) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- iii) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine, drain or other sources of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door, which shall be dust and waterproof. A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

#### **5. WASHING FACILITIES**

In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of labour employed therein.

Separate adequate cleaning facilities shall be provided for use of male and female workers.

Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

#### **6. LATRINES AND URINALS**

- i) Latrines shall be provided in every work place on the following scale namely:
  - a. Where females are employed there shall be at least one latrine for every 25 females
  - b. Where males are employed, there shall be at least one latrine for every 25 males.

Provided that where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.
- ii) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- iii) Construction of latrines. The inside walls shall be constructed of masonry or some suitable heat resistance non absorbent materials and shall be cement washed inside and outside at least once a year. Latrines shall not be of a standard lower than bore whole system.
- iv)a) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers “For Men Only” or “For Women Only” as the case may be.
- b) The notice shall also bear the figure of a man or of a woman as the case may be.
- v) There shall be at least one urinal for male workers upto 50 and one for female workers up to 50 employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereof.
- vi)a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.



- b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirement of the Public Health authorities.
- vii) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- viii) Disposal of excreta: Unless otherwise arranged for by the local sanitary authority, arrangement for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator . alternatively , excreta may be disposed off by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm layer of waste or refuse and then covering it with a layer of earth for a fortnight ( when it will turn to manure )
- ix) The contractor shall at his own cost, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of his workmen or employees on the site. The contractor shall be responsible for payment of any charges, which may be levied by Municipal authorities for execution of such on his behalf.

#### **7. PROVISION OF SHELTER DURING REST**

At every place there shall be provided, free of cost , four suitable sheds, two for meals and the other two for rest separately for the use by men and women labour. The height of each shelter shall not be less than 3 meters from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 Sqm per head.

Provided that the Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

#### **8. ANTI MALARIAL PRECAUTIONS**

The contractor shall at his own cost conform to all anti- malaria instructions given to him by the Engineer-in-Charge including the filling up of any borrow pit which may have dug by him.

#### **9. AMENDMENTS**

NIPER may from time to time, add to or amend these rules and issue instructions, it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

(Signatures of the Tenderer)

## i. CONTRACT LABOUR REGULATIONS

### 1. SHORT TITLE

These regulations may be called the Contractor's labour Regulations.

### 2. DEFINITIONS

- i) Workmen means any person employed by NIPER or its contractor directly or indirectly through a sub contractor with or without the Knowledge of the NIPER to do any skilled, semiskilled, or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person:
- a) Who is employed mainly in a managerial or administrative capacity: or
  - b) Who being employed in a supervisory capacity draws wages exceeding Rs.2500/- per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature : or
  - c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principle employers to be made up cleaned , washed, altered, ornamental finished, repaired, adopted, or otherwise processed for sale for the purpose of the trade or business of the principle employer and process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principle employer.
  - d) "Fair Wages" means wages whether for time or piece work fixed and notified under the provisions of the minimum wages act from time to time.
  - e) 'Contractors' shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through labour or who supplies labour for any work and includes a sub contractor.
  - f) 'Wages shall have the same meaning as defined in the Payment Of Wages Act.
- 3i) Normally working hours of an adult employee should not exceed 9 hrs. a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hrs. on any day.
- ii) When an adult worker is made to work for more than 9 hrs on any day or for more than 48 hrs. in a week he shall be paid overtime for the extra hours put in by him at double the ordinary rates of his wages.
- iii) a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the minimum wages ( central) rule 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not .
- b) Where the minimum wages prescribed by the Government under the minimum wages act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
- c) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the 5 days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed for the normal weekly holiday at

### 4. DISPLAY OF NOTICE REGARDING WAGES ETC.

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous on the work, notices in English and in local languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wages are earned, wage periods dates of payments of wages and other relevant information .

### 5. PAYMENT OF WAGES

- i) The contractor shall fix wage periods in respect of which wages shall be payable.
- ii) No wage period shall exceed one month.
- iii) The wages of every person employed as labour in an establishment or by a contractor where less than 1000 such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.



- b) Rate of wages
- c) Sex
- d) Age
- e) Nature and cause of accident
- f) Time and date of accident
- g) Date and time when admitted in hospital
- h) Date of discharge from the hospital
- i) Period of treatment and result of treatment
- j) Percentage of loss of earning capacity and disability as assessed by M.O
- k) Claim required to be paid under Workmen"s Compensation Act
- l) Date of payment of compensation
- m) Amount paid with details of the person to whom paid
- n) Authority by whom the compensation was assessed
- o) Remarks

v) The contractor shall maintain a register of fines as per Govt. norms.

The contractor shall display in good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed.

vi) The contractor shall maintain a register of deductions for damages or loss as per Govt. norms.

vii) The contractor shall maintain a register of advances as per Govt. norms.

viii) The contractor shall maintain a register of over time

### **8. ATTENDANCE CARD-CUM- WAGE SLIP**

i) The contractor shall issue an attendance card cum wage slip to each workmen employed by him as per Govt. norms.

ii) The card shall be valid for each period.

iii) The contractor shall mark the attendance of each workmen on the card twice each day, once at the time of commencement of duty herald after the rest interval, before he actually starts work.

iv) The card shall remain in the possession of the worker during the wage period under reference.

v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of the wages in respect of the wage period under reference.

vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

### **9. EMPLOYMENT CARD**

The contractor shall issue an employment card to each worker within three days of the employment of the worker.

### **10. SERVICE CERTIFICATE**

On termination of employment for any reason whatsoever ,the contractor shall issue to the workmen whose services have been terminated a service record.

### **11.PRESENTATION OF LABOUR RECORD.**

All records required to be maintain under Regulations 6 & 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge or labour officer.

### **12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATION OR ENQUIRY**

The labour officer or any person authorized by NIPER on its behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of fair wage clauses and the provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor in regard to such provisions.

### **13. INSPECTION OF BOOKS AND SLIPS**

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agents at a convenient time and place after notice is received or to the labour officer or any person authorized by the central govt. on his behalf.

**14. SUBMISSION OF RETURNS**

The contractor shall submit periodical returns as may be specified from time to time.

**15. AMENDMENTS**

NIPER may from time to time add or amend the regulations and on any question as to the application / interpretation or effect of these regulations, the decision of the director shall be final.

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**B. LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED**

In accordance with rule 7 (v) of contractor's Labour Regulations to be displayed prominently at the site of work both in English and Local Language.

1. Willful insubordination or disobedience, whether or in combination with others
2. Theft, Fraud, or dishonesty in connection with the contractors besides a business or property of NIPER.
3. Taking or giving bribes or any illegal gratification.
4. Habitual late, attendance
5. Drunkenness, fighting, riotous or disorderly or indifferent behavior.
6. Habitual negligence
7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline
9. Causing damage to work in the progress or to property of NIPER or of the contractor.
10. Sleepy on duty.
11. Giving false information regarding name, age, father's name etc
12. Maligning or slowing down the work.
13. Habitual loss of wage cards supplied by the employer
14. Unauthorized use of employer's property or manufacturing or making of unauthorized articles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by NIPER and for which the contractors are compelled to undertake rectifications.
16. Making false complaints and/ or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any unauthorized divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment. unless authorized by the employer.
20. Holding the meetings inside the premises without previous sanction of the employer
21. Threatening or intimidating any workmen or employer during the working hours within the premises.

**TENDER DRAWINGS:**

Tender drawings can be consulted in the Office of Executive Engineer, NIPER, S.A.S. Nagar on any working day within the office hours

(Signatures of the Tenderer)

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## **UNDERTAKING**

**It is hereby declare that :**

- 1) I/we have gone through all the documents of the E-tender including scope of work, terms and conditions SOQ as applicable and comply with the same .
- 2) I/we have relevant experience and expertise to execute the works if awarded .
- 3) That I/we have sufficient team to carry out installations and maintenance works as per tender .
- 4) That I/we have relevant Maintenance infrastructure /workshop /maintenance machinery .
- 5) That I/we shall provide services in a time bound manner as per requirement of the institute /tender .
- 6) That I/we have maintain cordial relations with the office staff/other agencies at site .
- 7) That I/we shall be solely responsible for the manpower deployed at NIPER site .
- 8) That I/we shall bear the cost of damages ,if any at any stage ,to the installations /machinery at NIPER under our contract .
- 9) That I/we shall not stop immediately awarded works in between the contract period without prior permission of NIPER .
- 10) I/we shall comply with the rules and regulations applicable in NIPER concerning the said tender.
- 11) I/we shall not indulge in unlawful activities during the period of contract .
- 12) I/we have not been debarred/black listed by any organization in last 5 years.
- 13) I/we shall execute honestly the work if awarded to the best of our ability for smooth and uninterrupted services to NIPER.
- 14) I/we will accept the Decision of the Director NIPER In all matters concerning the said works at NIPER

**Signature and stamp of the Proprietor /Authorized Representative**