

# CENTRAL SERICULTURAL RESEARCH & TRAINING INSTITUTE

CENTRAL SILK BOARD,  
MINISTRY OF TEXTILES, GOVT. OF INDIA  
MANANDAVADI ROAD, SRIRAMPURA  
MYSORE - 570 008



## **TENDER DOCUMENT For Providing and laying UG Cable at CSRTI, Srirampura, Mysore**

Tender document issued to : \_\_\_\_\_

Last date for submission of bids : *Upto 12 Noon on 20.08.2009*

Time & date of opening of bids : *At 3.00 P.M. on 20.08.2009*

*Earnest Money Deposit : Rs. 5,000 (Rs. Five Thousands)*

Tender Document cost : *Rs. 500/- (Non refundable)*

The tender document is non-transferable

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**CENTRAL SERICULTURAL RESEARCH & TRAINING INSTITUTE  
CENTRAL SILK BOARD  
SRIRAMPURA, MANANDAVADI ROAD  
MYSORE -570 008**

Advt. No. CSB/RTI/SED/UG Cable/2009-10/

Dated : 27.07.2009

**TENDER NOTICE FOR PROVIDING AND LAYING UG CABLE**

Sealed item rate tenders are invited in two parts bid system viz. Technical and Commercial bid separately from approved and eligible contractors of Class II and above of CPWD and those on the appropriate list of Deptt. of Telecommunications, BSNL, Military Engineering Service [MES], and Railways for providing and laying UG Cable at Srirampura campus at CSRTI, Mysore.

The tender document can be obtained either from the Sericultural Engineering Division Office, on the above address from 1000 hrs and 1600 hrs on all working days in person on written request or can be downloaded from <http://www.csrtimys.res.in>. The tender document shall not be issued by post. The bidders may submit cost of Tender Documents by Demand Draft along with EMD in case of Tender Documents downloaded from Website. If the cost of Tender Document is not deposited in case of Tender Documents downloaded from website, such Tender will be summarily rejected. The details are given below:

Tender Reference	CSB/RTI/SED/UG Cable/2009-10/ Dated : 27.7.2009
Estimated cost of the Project	Rs. 2.90 lakhs (Rs. Two lakhs ninety thousands only)
Cost of Tender	Rs. 500/- (Non-Refunded) by a crossed Demand Draft in favour of the Director, CSR&TI Mysore.
Earnest Money Deposit (EMD)	Rs. 5,000/- (Rs. Five Thousands) to be submitted along with the technical bid of tender by a crossed Demand Draft in favour of Director, CSRTI, Mysore
Validity of the Tender	120 days from the date of opening
Last date & time for receipt of applications for issue of tender documents	Up to 4.00 pm on 17.8.2009
Last date, time and place for submission of sealed tender	At 12 noon on 20.8.2009 at Sericultural Engineering Division, CSRTI, Mysore

Technical offers will be opened at 3 pm on 20.8.2009 in presence of attending tenders who wish to be present. The Commercial offers/bids will be opened only if the tender is found technically eligible and fit based on their technical bids. Those short-listed bidders will be invited to be present for opening of the commercial offers/bids.

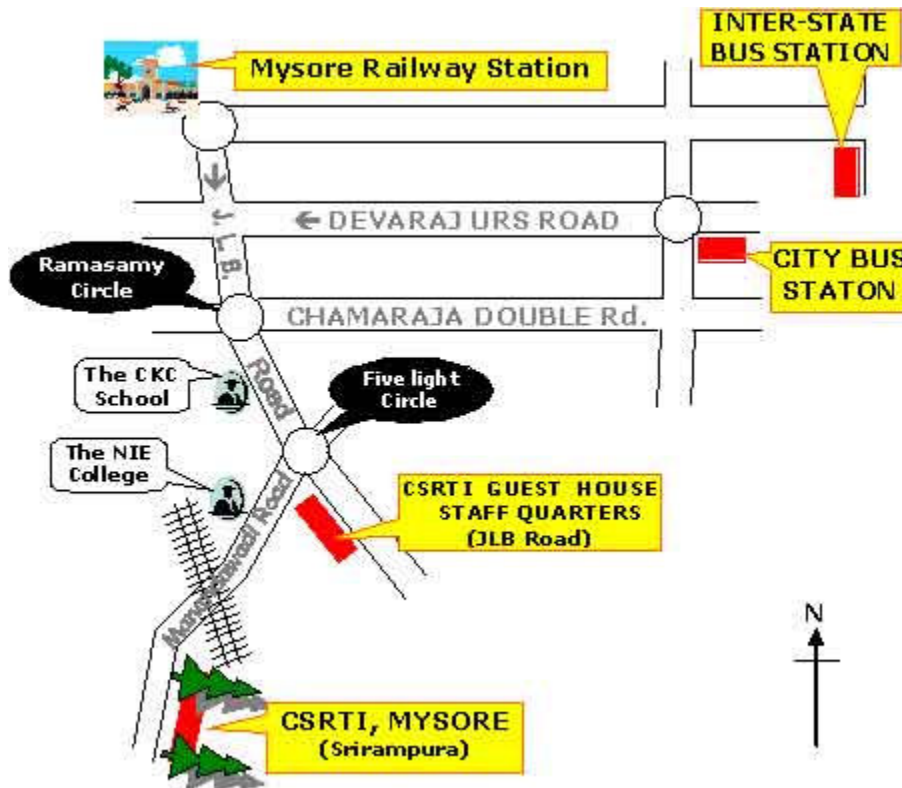
The Director, CSRTI, Mysore reserves the right to reject any or all the tenders without assigning any reason.

**DIRECTOR**

# 1. INTRODUCTION

The Central Sericultural Research and Training Institute [CSRTI], established under the aegis of Central Silk Board, Ministry of Textiles, Govt. of India, was first set up in 1961 at Channapatna and later shifted to Mysore in 1963. It has now grown up into a premier organisation for research and development in the field of mulberry sericulture science and technology. Over the years, the Institute has provided commendable support to enhance silk productivity and quality and contributed to the generation of higher income for the farmers. The Institute has made many a breakthrough in tropical sericulture technology and acclaimed recognition at international level as a lead Institution. The major fields of research at CSRTI are Mulberry breeding and crop production, silkworm breeding and rearing techniques, silkworm diseases and pest management, etc.

The institute located 7 km from Mysore city on Manandavadi Road. The total area of the institute is 140 acres. The institute consists of a number of research laboratories, administrative offices, Library, hostels, service buildings and staff quarters. Most of the buildings in the institute have been provided with uninterrupted power supply. Through this tender, the institute proposes to provide uninterrupted power supply to the Pest Management Laboratory by laying an UG Cable from nearest Power Feeder.



## 2. INSTRUCTIONS TO THE BIDDERS

### A. GENERAL

**1. Description of work :** Providing and laying UG cable and other accessories for Power supply to Pest management Laboratory at Srirampura campus of CSRTI, Mysore.

#### 2. General Information

2.1 Location and address of work : Srirampura campus of CSRTI, Mysore

2.2 The work should be completed within 60 days of issue of the work order.

2.3 To be eligible for award of contract, bidders shall provide satisfactory evidence to the Director, CSRTI, Mysore of their eligibility and of their capability and adequacy of resources to carryout the contract effectively. To this end, all bids submitted shall include the following information.

- a. Copies of registration documents, place of registration and principal places of business of the company or firm or partnership thereto constituting the bidders.
- b. Bidder should be in business as electric works contractor of Class II or above for a minimum period of 3 years at the time of bidding.
- c. Contract will be awarded only to contractors having valid registration of appropriate class (Class II and above) with CPWD/MES/Railways or Dept. of Telecommunication, BSNL.
- d. The contractor should submit the list of similar works carried out along with the name of the agency awarding the work, contract value in last 5 years. The contractor should also provide a list of the similar works in hand at present.

2.4 Bid from a joint venture will not be acceptable.

2.5 The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into a contract. The cost of visiting the site shall be at bidder's own expense.

### B. BIDDING DOCUMENT

#### 3. Content of bidding documents

One set of bidding documents issued for the purpose of bidding includes the following

1. Tender Notice
2. Introduction
3. Instruction to the bidders
4. General conditions of the contract
5. Additional conditions for electrical works
6. Tenderer's profile and declaration
7. Schedule of quantities of work

**Important :** The bidder is expected to examine carefully all instructions, conditions, terms, specifications and drawing in the bidding documents. Failure to comply with the requirements to bid submission will be at the bidders own risk. Bids which are not substantially responsive to the requirements of the bidding documents will be rejected.

### **C. PREPARATION OF BIDS**

**4. Languages of Bid :** The bid prepared by the bidder and all correspondence and documents relating to the bid shall be written in English language. Supporting documents and printed literature furnished by the bidder with the bid may be another language provided they are accompanied by an appropriate translation of pertinent passages in the above stated language. For the purpose of interpretation of the bid, the English languages shall prevail.

#### **5. Bid Prices**

5.1 Unless stated otherwise in the bidding documents, the contract shall be for the whole works based on the schedule of unit rates and prices submitted by the bidder.

5.2 The bidder shall quote in figures and as well as in words the rates and prices for all items of works described in the schedule of work/bill of quantities.

5.3 All kinds of duties, taxes and any other Govt. levies payable by the contractor under the contract or for any other cause, shall be included in the rates.

**6. Bid Validity :** The Bid shall remain valid and open for acceptance for a period of 120 days after the date of bid opening.

#### **7. Bid Security**

7.1 The bidder shall furnish, as part of his bid, an EMD amounting to Rs.5,000/- [Rupees Five thousand only] by demand draft of a nationalized bank issued in favour of Director, CSRTI, Mysore and payable at Mysore.

7.2 Any bid not accompanied by an acceptable EMD will be rejected by the Director as non responsive.

7.3 EMD of unsuccessful bidders will be refunded as early as possible. No interest will be paid on the EMD amount. The EMD of the successful bidder will be adjusted against the security deposit for the work..

7.4 The EMD will be forfeited if a bidder withdraws or modifies his bid during the period of bid validity or in the case of a successful bidder, if he fails within the specified time limit to sign the agreement.

#### **8. Format for signing the bids**

8.1 The bidder shall submit his offer only in the bid documents issued to him by the Director, CSRTI, Mysore. The bidder, may for his reference keep a copy of the bid document.

- 8.2 The document shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to bind the bidders to the contract.
- 8.3 All pages of the bid including where entries or amendments have been made shall be initiated by the persons or persons signing the bid.
- 8.4 The complete bid shall be without alternations interlineations or erasures, except those to accord with instructions issued by the Director, CSRTI, Mysore or as necessary to correct errors made by the bidder in which case such corrections shall be initiated by the person or persons signing the bid.
- 8.5 Only one bid may be submitted by each bidder. No bidder may participate in the bid of another for the same contract in any relation whatsoever.

#### **D. SUBMISSION OF BIDS**

##### **The contractor/firm should submit their bid in two parts i.e. Technical Bid and Financial Bid.**

- 9.1 The Technical bid containing the details of the contractor/firm, its registration certificate, work experience, works in hand etc. should be submitted in a sealed envelope super scribed with word “ Technical Bid for Providing and laying UG Cable”.
- 9.2 Similarly, the Financial bid containing the rates quoted by the contractor should be submitted in a sealed envelope super scribed with word “ Financial Bid for Providing and laying UG Cable”.
- 9.3 The EMD and the cost of the tender document (if downloaded from CSRTI website) should be submitted in an another envelope.
- 9.4 The sealed envelops containing Technical bid, Financial Bid and the EMD, tender fee should be placed in a sealed envelop super scribed with word “ Bid for Providing and laying UG Cable” along with reference number of the tender and the name and address of the bidder.
- 9.5 The sealed bid should be submitted to :

**THE DIRECTOR,  
CENTRAL SERICULTURAL RESEARCH & TRAINING INSTITUTE,  
MANANDAVADI ROAD, SRIRAMPURA,  
MYSORE-570 008**

- 9.6 **The bids will be accepted Director, CSRTI, Mysore at the address specified above upto 12 noon on 20.8.2009, Any bid received after the due date and time will not be accepted and rejected.**

#### **10. Correction of the bids**

- 10.1 Bids determined to be substantially responsive, will be checked by the Director, CSRTI, Mysore for any arithmetic errors in computation and submission. Errors will be corrected as follows:

- a. In case, the rate in words and figures differs, the low rates shall be taken as correct.
  - b. All errors in total in the amount column and carrying forwards, totals will be corrected.
- 10.2 The amount stated in the form of bid will be adjusted by the Director, CSRTI, Mysore in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of the bid, his bid will be rejected and the EMD will be forfeited.
- 10.3 The contractor/firm will not be allowed to modify Technical and financial bids after the due time and date for receipt of the bids.

## **E. OPENING OF THE BIDS AND AWARD OF THE CONTRACT**

- 11.1 The technical bids will be opened at 3 pm on 20.8.2009 in the presence of the contractors/firms or their authorized representatives. A comparative statement will be made based on the details given by the contractor/firm and the suitability of the contractor will be decided based on the registration, class of the bidder, work experience, details of the work carried, resources to carry out the work, etc. The decision of the Director, CSRTI, Mysore will be final in the matter.
- 11.2 The contractor/firms who have been found technically suitable for the work will be informed by the office. The office will inform the time and date for opening of the financial bids to these contractor/firms.
- 11.3 The Director, CSRTI, Mysore will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated bid price, provided further that the bidder has the capacity and resources to carryout the contract effectively.
- 11.4 The acceptance of the bid will rest with the Director, CSRTI, Mysore who does not bind himself to accept the lowest bid and reserves the right to reject any or all of the bids without assigning any reason.
- 11.5 The contractor should sign a Contract Agreement with the Director on a Rs. 100/- nonjudicial stamp paper within 10 days of the issue of the work order.

## **F . PAYMENT**

The contractor submitting the bid should be financially sound to carry out the work. The payment for the work will be made as per the terms of the contract. No secured advance or advance payment will be made to the contractor under any circumstance.

### 3. GENERAL CONDITIONS OF CONTRACT

#### 1. Definitions

In the contract [as herein after defined] the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

- a. "Director" means the Director of CSRTI, Mysore and includes his representatives or successors.
- b. "Engineering-in-charge" means engineer appointed by the Director for supervision and control of work under this contract as specified in the documents.
- c. "Pre-qualified Bidders" means a person, firm or company, as the case may be, who have in pursuance to Public Notice issued by the Director, been determined as qualified to offer bids for the contract.
- d. "Contractor" means the person or persons, firm or company whose bid has been accepted by the Director and includes the Contractor's personal representatives, successors and permitted assigns.
- e. "Sub-Contractor" means the person or persons, firm or company named in the contract for executing any part or to whom any part thereof has been sub-let with the consent in writing of the Director and Engineer-in-charge.
- f. "Director's representative" means any resident Engineer or assistant of the Engineer appointed from time to time by the Director to perform the duties set forth.
- g. "Contract" means the instructions to Bidders, the Bid in the written acceptance thereof, the Contract Agreement, Conditions of contract, Specifications, Schedules and Drawings if any.
- h. "Specifications" means the specifications and any modification thereto or addition thereto as may, from time to time, be furnished or approved in writing by the Director or Engineering in charge.
- i. "Drawings" means the drawings referred to in the specification and any modifications of such drawings approved by the Director or Engineer-in-charge and such other Drawings as may, from time to time be furnished or approved by the Director or Engineer-in-charge.
- j. "Contract Price" means the sum named in the bid, subject to such additions or deductions as may be under the provisions hereinafter contained.
- k. "Works" shall mean and include the permanent works to be constructed and completed in accordance with the contract.
- l. "Plant and Equipment" shall mean plant, machinery, equipment, pipe work and all other things to be provided, erected, installed, commissioned and maintained in accordance with the contract.
- m. "Site" means land and other places on , under in, or through which the works are to be executed or carried out and the plant and equipment installed and any other lands and places provided by the Director or Engineer-in-charge for the purpose of the contract.
- n. "Approved" means approved in writing; including subsequent written, confirmation of verbal and "Approval" means approval in writing including as aforesaid.

## **2. Duties and powers of Engineer-in-Charge**

The duties of the Engineer-in-charge are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works.

## **3. Sub-letting ( Work not to be sublet. Action in case of insolvency )**

The Contractor shall not sub-let the whole works excepted where otherwise provided by the contract, the contractor shall not sub-let any part of the works without the prior written consent of the Director, but such consent if given shall not relieve the contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults, or neglects of the contractor, his agent, servants, or neglects of the bidder, his agents, servant or workmen. Provided always that the provision of labour on a piece work basis, raw materials for the construction of the works, and items of plant/equipment for the construction of the works, and items of plant/equipments for which makes are named in the contract shall not be deemed to be a sub-letting under this clause.

And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of Institute 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 on behalf of the Director shall have power to adopt any of the courses specified in Clause 20 hereof as he may best suited to the interest of Government and in the event of any of these courses being adopted the consequences specified in the said Clause 20 shall ensure.

## **4. Drawings**

The drawings are detailed in the specification as also the procedure and time table for submission of further drawings required by the contractor. The contractor shall give adequate notice to the Director of any further drawings or specifications that he may require for the execution of the works under the contract.

## **5. Further Drawings and Instructions**

The Director shall have full power and authority to supply to the contractor, from time to time, during the progress of the work, such further drawings and instructions, as shall be necessary for the purpose of the proper and adequate execution of the works and the contractor shall carry out and be bound by the same.

## **6. Contract Agreement**

The contractor shall, when called upon to do so, enter into and execute a contract agreement in the prescribed form on a Rs. 100 non judicial stamp paper..

## **7. Security for due performance**

The security deposit [equivalent to 10% of tendered value of the work] shall be collected by deductions from the bill of the contractor as deposit for the defect liability period which is taken as six months after the completion of the works. The deposit will only be returned after six months and any defects observed during this period should be made good by the contractor at his own cost.

## **8. Inspection of site**

The bidder shall inspect and examine the site and its surroundings and shall satisfy himself before submitting his Bid as to the nature of ground and subsoil, the form and nature of the site, the quantities and nature of the work and materials necessary for the completion of the works and the means of access to the site, the accommodation he may require and in general, shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his Bid.

## **9. Work to the satisfaction of the Director**

The contractor shall execute and complete the works in strict accordance with the contract, to the satisfaction of the Director and shall comply with and adhere strictly to the Director's/Engineering-in-Charge instruction and directions on any matter [whether mentioned in the contract or not] touching or concerning the works. The contractor shall take instruction, directions only from the Director/Engineer-in-Charge.

## **10. Programme to be forwarded**

As soon as practicable, after the acceptance of his Bid the contractor shall submit to the Director for his approval, programme showing the order of procedure and method in which he proposes to carry out works and shall whenever required by the Director/Engineer-in-charge furnish for his information, particulars in writing of the contractor's arrangement for carrying out of the works. The submission to and approval by the Director/Engineer-in-charge of such programme or functioning of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract.

## **11. Contractor's superintendence**

The contractor shall give or provide all necessary superintendence during the execution of the works and as long thereafter as the Director/Engineer-in-charge may consider necessary for the proper fulfilling of the bidder's obligations under the contract. The contractor or a competent and authorized agent or representative is to be constantly on the works and shall give his whole time to the superintendence of the same. On acceptance of the bid the name of the accredited representative[s] of the bidder who would be responsible for taking instructions from the Engineer-in-charge shall be communicated to the Engineer-in-charge.

## **12. Contractor's Employees**

- 12.1 The contractor shall provide and employ on the site in connection with the execution of the works:
- a. Only such technical assistants as are skilled and experienced in their respective callings and such sub-agents, foremen and leading hands as are competent to give proper supervision to the work they are required to supervise.
  - b. Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the works.
  - c. Where required by law or regulation of local or other authority, such personnel shall be duly licensed by the competent authority to practice their trades, professions and callings.
- 12.2. The Director or Engineer-in-charge shall be at liberty to object to and require the bidder to remove forthwith from the works any persons employed by the contractor or in or about the execution of the works, who in the opinion of the Director/Engineer-in-charge misconduct himself, or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Director/Engineer-in-charge to be undesirable and such persons shall not be again employed upon the works without the written permission of the Director/Engineer-in-charge. Any person so removed from the works shall be replaced without delay by a competent substitute approved by the Director/Engineer-in-charge.
- 12.3 The contractor shall if required by the Director/Engineer-in-charge deliver to the Director/Engineer-in-charge returns in such form and at such intervals as the Director/Engineer-in-charge may prescribe, showing in detail, the supervisory staff and the number of the several classes of labour, from time to time, employed by the bidder on the site.

## **13. Setting out**

The contractor shall be responsible for the true and proper setting out of works and for the correctness of the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments and labour in connection therewith. If at any time during the progress of the works any error shall appear or arise in the position, levels, dimensions or alignment of any part of the works, the contractor on being required to do so by the Director/Engineer-in-charge shall at his own expenses rectify such errors to the satisfaction of the Director/Engineer-in-charge.

## **14. Progress of the work**

The progress of the work shall be uniform and if the quality of work or progress is not satisfactory, the Director can terminate the contractor and settle his accounts for the work done. However, the contractor is not eligible for any compensation for the unexecuted works.

## **15. Watching and Lighting**

The contractor shall in connection with the works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Director/Engineer-in-charge or by any duly constituted authority for the protection of the works or for the safety and convenience of the public and others.

## **16. Care of works/Plant/Equipment**

From the commencement to the completion of the works/plant/Equipment, the contractor shall take full responsibility for the care thereof and of works and constructional plant and in any case any damage loss or injury shall happen to the works/plants/equipments or to any thereof or to any work or constructional plant, from any cause whatsoever, shall at his own cost repair and make good the same so that on completion, the works/plant/equipment shall be in good order and conditions and in conformity in every respect with the requirements of the contract and the Director/Engineer-in-charge instructions.

## **17. Damage to persons and property**

The contractor shall indemnify and keep indemnified the damages to any person or any property whatsoever which may arise out of or in consequence of the works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

## **18. Security Deposit**

The Institute will deduct 10 % of the bill amount as Security Deposit for the work carried out by the contractor. The Security Deposit will be refunded paid to the contractor only after the expiry of defect liability period (One year from the date of completion of the work in all respect

## **19. Compensation for delay**

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be deemed to be of the essence of the contract and shall be reckoned from the date of signing of the agreement for the work by the contractor, The work shall through out the stipulated period of the contract be proceeded with all due diligence and the contractor shall pay as compensation an amount equal to one percent, or such small amount as the Director [ whose decision in writing shall be final] may decide on the amount of the whole work as shown in the tender, for every day that the work remain un commenced or unfinished after the proper dates. Any further, to ensure good progress during the execution of the work, the contractor shall be bound to complete one eight of the whole work before one fourth of the whole time allowed under the contract has elapsed, three-eight of the work, before one-half of such time has elapsed, and three-fourth of the work, before three-fourths or such time has elapsed. In the event of the contractor failing to comply with this condition, he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Director [whose decision in writing shall be final] may decide on the said estimated cost of the whole work per week that the due quantity of work remaining incomplete. Provided always that the entire amount of compensation to be paid under the provisions of the clause shall not exceed ten percent of the estimated cost of the work as shown in the tender.

## **20. When Contract can be determined ?**

The Engineer-in-charge may without prejudice to his right against the contractor in any respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breaches of the contract and without prejudice to any right or remedies under any of the 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 the work is being performed in any inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirements of such notice for a period of seven days there after or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer-in-charge [which shall be final and binding] he will be unable to secure completion of the works by the date for completion or he has already failed to complete the work by that date.

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

[iii] If the contractor commits breach of any of the terms and conditions of this contract

[iv] If the contractor commits any acts mentioned in Clause 3 here of

When the contractor has made him self liable for action under any of the cases aforesaid, the Engineer-in-charge on behalf of Director, CSRTI, shall have powers:

[a] To determine or rescind the contract as aforesaid [ of which termination or rescission notice in writing to the contractor under the hand of Engineer-in-charge shall be conclusive evidence]. Upon such determination or recession the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the Institute.

[b] To employ labour paid by the Institute and to supply materials to carry out the works or any part of the work debiting the contractor with the cost of the labour and the price of the materials [ of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the contractor] and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it has been carried out by the contractor under the terms of contract. The certificate of the Engineer-in-charge as to the value of the work done shall be final and conclusive against the contractor, provided always that action under the clause shall only be taken after giving notice in writing to the contractor. Provided that if the expenses incurred by the Institute are less than the amount payable to the contractor at his agreement rates, the difference should be paid to the contractor.

[c] After giving notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him[ of the amount of which excess the certificate in writing of the Engineer-in-charge shall be final and conclusive] shall be borne and paid by the original contractor and may be deducted from any money due to him by the Institute under this contract or any other accounts whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be.

(d) In the event of any one or more of the above courses being adopted by the Engineer-in-charge the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material 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 contract. And in case action is taken any of the provisions aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work there to for actually performed under his contractor unless and until 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.

## **21. Contractor liable to pay compensation even if action not taken under Clause-20**

In any case in which any of the powers, conferred upon the Engineer-in-charge by clause 20 hereof, shall have become exercisable and the same shall not be exercised, the non-exercise there of 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 Engineer-in-charge putting in force all or any of the powers vested in him under the preceding paragraphs he may if he so desires, after giving notice in writing to the contractor take possession of [or at the sole discretion of the Engineer-in-charge which shall be final] use as on hire [the amount of 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 to be used for the execution of the work, or any part thereof, paying or allowing for the same in rates to be certified by the Engineer-in-charge, whose certificate thereof, shall be final authorized agent t remove such tools, plant, materials or stores from the premises [with in a time to be specified in such notice] and in the event of the contractor failing to comply with any such requisition, the Engineer-in-chare may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Engineer-in-charge as to the expenses of any such removal and the amount of the proceeds and the expenses of any such sale shall be final and conclusive against the contractor.

## **22. Extension of time**

If the contractor shall desire any extension of time of completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Director within 30 days of the date of hindrance on account of which he desires such extension as aforesaid, and the Director shall, if in his opinion [which shall be final] reasonable grounds be shown thereof, authorize such extension of time, if any, as may in his opinion, be necessary or proper. Such an extension of time shall be without prejudice to the Institute's right to claim damages or compensation against the contractor for the delay in execution of or completion of the work in time.

## **23. Completion Certificate**

Within 10 days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-charge and within ten 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 a certificate of completion, otherwise a provisional certificate of completion indicating defects [a] to be rectified by the contractor and/or[b] for which payment will be made at reduced rates, shall be issued but not certificate of completion, provisional or otherwise, shall be issued, nor shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor[s] and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of any building, in, upon or about which the work is to be executed or of which he may have had possession for the purpose of 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 requirement of this clause as to removal of scaffolding, surplus material and rubbish and all huts and sanitary arrangements as afore said and cleaning of dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc and dispose of the same as he thinks fit and clean of such dirt as aforesaid and the contractor shall have not claim in respect of any such scaffolding or surplus material as afore said except for any sum actually realized by the sale thereof.

#### **24. Payment on intermediate certificate to be regarded as advance**

The contractor shall on submitting the bill therefore be entitled to receive a monthly payment proportionate to the part therefore then executed to the satisfaction of the Engineer-in-charge whose certificate of the sum payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract or any part thereof in any respect or the acquiring of any claim, nor shall it conclude, determine, or effect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of the certificate of completion furnished by the Engineer-in-charge and payment shall be made within 6 months of the submission of such bill. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of six months as the case may be. The contractor shall submit a list of the disputed items within 30 days from the disallowance thereof and if he fails to do this, his claim shall be deemed to have been fully waived and absolutely extinguished.

#### **25. Bills to be submitted monthly**

A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the

purpose of having the same verified and the claim, as far as admissible, adjusted as far as possible before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, a subordinate to measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant. And the Engineer-in-charge may prepare a bill from such list.

## **26. Contractor to be given a week time to file objections to the measurements recorded by Department**

Before taking any measurement of any work as has been referred to in Clause 23, 24, 25 thereof, the Engineer-in-charge or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-charge then in any such event the measurements taken by the Engineer-in-charge or by the subordinate deputed by him as the case may be shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

## **27. Bills to be on printed forms**

The contractor shall submit all bills on the prescribed forms to be had no application at the office of the Engineer-in-charge and the charges in the bill shall always be entered at the rates specified in the tender.

## **28. Dismantled material Institute property**

The contractor shall treat all materials obtained during dismantling of a structure excavation of the site for a work, etc., as Institute's property and such materials shall be disposed of to the best advantage of the Institute accordingly to the instructions in writing issued by the Engineer-in-charge.

## **29. Work to be executed in accordance with specifications, drawings, orders etc.**

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly fully and faithful to the designs, 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 specifications, and all of such drawings and instructions as are not included in the Central Public Works Department compilation entitled specifications for works 1996 Vol I to VI in force from time to time or any other printed publication on General specification referred to elsewhere in the contract.

## **30. Deviations/Variation Extent and Pricing**

**Clause 30 :** The Engineer-in-charge shall have power to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and [ii] to omit a part of the works in case of non-availability of

a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations omissions, additions or substitutions shall form part of the construct as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the matter 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 time for completion of the works shall in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor as follows:

- i] in the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
- ii] 25% of the time calculated in [1] above or such further additional time as may be considered reasonably by the Engineer-in-charge.

**Rates for such altered, additional or substituted work shall be determined by the Engineer-in-charge as follows :**

- [i] if the rate for altered, additional or substitute item of work is specified in the schedule of quantities, the contractor shall carry out the altered, additional or substituted items at the same rate. In the case of composite tenders, where two or more schedules of quantities may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the same item of work in the other schedule of quantities.
- [ii] if the rate for any altered, additional or substituted item of work is not specified in the schedule of quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tenders where two or more schedule of quantities form part of the contract, the rate shall be derived from the nearest similar item in the schedule of quantities of the particulars part of the work in which the deviation is invalid failing that from the lowest of the nearest similar items in other schedule of quantities.
- [iii] if the rate for altered, additional or substituted item of work cannot be determined in the manner specific in sub-paras [I] and [ii] above, then such item of work shall be carried out at the rate entered in Central Public Works Department, Delhi Schedule of rates-2002 plus/minus the percentage by which the tendered amount of the works actually awarded to higher or lower than the corresponding estimated amount of the works actually awarded.
- [iv] if the rate for any altered, additional or substitute item of work cannot be determined in the manner specified in sub para [I] to [ii] above, then the rate for such item of work shall be derived from the Schedule of Rates specified in sub-para [iii] above plus/minus the percentage mentioned in that sub-para, in the case of materials issued by the Government, issue rates of materials, with state charges recovered, enhanced by two and a half per cent for profits and overheads shall be adopted in place of schedule rate plus percentage specified in sub-Para [iii] Provided always that if rate[s] for part[s] of the item[s] are not

available in the Schedule of Rates specified above, rate for part[s] of such item[s] shall be determined on the basis of market rate[s] prevailing during the fortnight following the date of the order plus ten percent for profit and overhead.

- [v] If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras [1] to [iv] above, the contractor shall, within 15 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-charge of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed and the Engineer-in-charge shall, within three months thereafter, after giving due consideration to the rate claimed by the contractor, determine the rate on the basis of market rate[s]. In the event of the contractor failing to inform the Engineer-in-charge within the stipulated period of time the rate which he proposes to claim, the rate for such item shall be determined by the Engineer-in-charge on the basis of market rate[s].
- [vi] (A) Except in case of items relating to foundations as it exists at the time of commencement of work [see vi B below], provisions contained in sub clauses [1] to [v] above shall not apply to contract, altered or substituted items as individually exceed the deviation limit of 50% of the subject to the following:-
- [a] Deviation limit shall apply to individual items.
  - [b] The value of additions of items, of any individual trade not already included in the contract, shall not exceed 10% of the Tendered value of work, subject to overall deviation limit as provided in vi[A] above.

Provided further that in case where the original item is substituted, the Substituted item shall be deemed to have replaced the original item in the contract itself to that extent and above provisions pertaining to the deviations shall apply with respect to such Substituted item and not the original item.

- [vi] (B) In case of items relating to foundations as it exists at the time of commencement of work, quantities of which may change due to site conditions, provisions contained in Sub-clause [1] to [v] above shall not apply to:
- [a] Value of any item of any individual trade which exceed by more than the fifty percent of the value of that trade, included in the contract, as a whole, unless the contractor and the Engineer-in-charge agree to a higher percentage of any particular item.
  - [b] The value of item not included in the contract in excess of 10% of the Tendered value of work.

NOTE: Individual trade means the Sub-heads into which the schedule of quantities as provided in the contract has been divided and in the absence of any such provisions in the contract the sub-heads as given in the schedule of rates.

- a. In the case of contract items, substituted items, contract cum substituted items or additional items which exceed the limits laid down in sub Para [vi] of condition 30.1.2 above, the contractor may within fifteen days of receipt or order of occurrence of the excess claim revision of the rate, supported by proper analysis, for the work in excess of the above mentioned limits,

provided that if the rate so claimed are in excess of the rates specified in the schedule of quantities or those derived in accordance with the provisions of sub Para [1] to [iv] of conditions 30.1.2 by more than five percent, the Engineer-in-charge shall, within three months of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and if the rates so determined exceed that the rates specified in the schedule of quantities or there of derived in accordance with the provisions of sub paras [1] to [iv] of condition 30.1.2 by more than five percent, the contractor shall be paid in accordance with the rates so determined. IN the event of the contractor, failing to claim revision of rates within the stipulated period, or if the rates determined by the Engineer-in-charge within the period of three months of receipt of the claims supported by analysis are within five percent of the rates specified in the schedule of quantities or of those determined in accordance with the provisions of sub Para [1] to [iv] of condition 30.1.2 the Engineer-in-charge shall make payment at the rates as specified in the schedule of quantities or those already determined under sub Para [I] to [iv] of condition 30.1.2 for the quantities in excess of the limits laid down in sub Para [vi] of conditions 30.1.2.

- b. The provisions of the preceding paragraph shall also apply to the decrease in the rates and items for the work in excess of the limits laid down in sub Para [vi] of condition 30.1.2, provided that such decrease is more than five percent of rates specified in the schedule of quantities or of those derived in accordance with the provision of sub Para [I] to [iv] of conditions 30.1.2 and the Engineer-in-charge may after giving notice to the contractor within two months of receipt of order by the contractor or occurrence of the excess and after taking into consideration any reply received from him within fifteen days of receipt of the notice, revise the rates for the work in question within one month of expiry of the said period or fifteen days having regard to the market rates.
- c. The contractor shall send to the Engineer-in-charge once every three months an up to date account giving complete details of all claims for additional payment to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Director may authorize consideration of such claims on merits.
- d. Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender or necessary for proper execution of the item included in the Schedule of quantities or in the schedule or rates mentioned above, whether or not, specifically indicated in 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.

### **31. No compensation for alteration in or restriction of work to be carried out**

If at any time after the commencement of the work the institute shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have not claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alternations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bonafide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof and then taken back by the contractor, provided however, that the Engineer-in-charges however, that the Engineer-in-charge shall have in all such cases that option of taking over all or any such materials at their purchase or at local current rates whichever may be less.

### **32. Action and compensation payable in case of bad work**

If it shall appear to the Engineer-in-charge or his subordinate in charge of work, that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description, or that any, materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with contract, the contractor shall on demand in writing which shall be made within in six months of the completion of the work from the Engineer-in-charge specifying the work, materials or articles complained if notwithstanding that the same may have been passed, certified 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 at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the estimated amount put to tender for every day not exceeding ten days, while his failure, to-do so shall continue and in the case of any such failure the Engineer-in-charge may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractors.

### **33. Works to be open to inspection**

All work under or in course of execution or executed in pursuance of the contract shall at times be open to the inspection and supervision of the Engineer-in-charge and his authorized sub-ordinates and the contractor shall all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his sub-ordinate to visit the work shall have

been given to the contractor, either himself be present to received order and instructions, or have a responsible agent duly accredited in writing present for the purpose. Order given to the contractor's agent shall be considered to have the same force as if they had been given for the contractor himself.

#### **34. Notice to be given before work is covered up**

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

#### **35. Contractor liable for damage done and for imperfections noticed within the prescribed maintenance period after the certificate**

If the contractor or his working people or servants shall break, deface, injure or destroy any part of the building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wire, trees, grass or grass land or cultivated ground continuous to the premises on which the work any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever 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 after a certificate final or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid arising out of defective or improper materials or workmanship the contractor shall upon a receipt of a notice in writing in that behalf make the same good at his own expense, or in default the Engineer-in-charge may cause the same to be made good by other workman and deduct the expense from any sums that maybe then, or at any time thereafter may become due to the contractor, or from his security deposit, or of a sufficient portion thereof.

The security deposit of the contractor shall not be refunded before the expiry of six months after the issue of the certificate final or otherwise of completion of work or till the final bill has been prepared and passed whichever is earlier.

#### **36. Contactor to supply all plant, ladders, scaffoldings etc.**

The contractor shall supply and provident his own cost all materials plants, tools , appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work which may be necessary for the purpose of satisfying or complying with the requirements of Engineer-in-charge as to any matter at to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage

therefore to and from the work, the contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract and or from his security deposit or of a sufficient portion thereof.

[i] That the water used by the contractor shall be fit for construction purpose to the satisfaction of the Engineer-in-charge.

[ii] The Engineer-in-charge shall make alternative arrangement for supply of water at the risk and cost of contractor. If the arrangements made by the contractor for procurement of water are in the opinion of the Engineer-in-charge, unsatisfactory.

[iii] Water if available maybe supplied to the contractor by the department subject to the following conditions:

a] The water charges of 1% shall be recovered on gross amount of the work done.

b] The contractor[s] shall make his]their own arrangement of water connection and laying of pipelines from existing main of source of supply.

c] The department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor[s] to make alternative arrangements for water at his/their own cost in the even of any temporary breakdown in the Institute water mains so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on accounts of such break down.

### **38. Minimum wages act to be complied with**

The contractor shall comply with all the provisions of the minimum wages act 1948, Contract Labour [Regulation and Abolition] Act 1970 and rules framed there under and other labour law affecting contract labour that may be brought into force from time to time.

### **39. Patent rights**

The contractor shall fully indemnify the CSRTI, Mysore 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 articles or part thereof of included in the contractor. In the event of any claims under or action brought against the Institute in respect of any such matter 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 that may arise there form. Provided that the contractor shall not be liable to indemnify the institute 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.

#### **40. Technical staff**

The contractor shall employ one Diploma Engineer during the execution of the work. The Technical Staff, so employed, should be available at site whenever required by the Engineer-in-charge to take instructions. If the contractor himself posses the Diploma or Degree in Electrical Engineering, he need not to employ Diploma Engineer.

#### **41. Works to be under direction of Engineer-in-charge**

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

#### **42. With holding in respect of sums due from contractor**

- [1] Whenever any claim, against the contractor for the payment of a sum of money arises out of or under the contract, the Institute shall be entitled to recover such sum by appropriating, in part or whole, the security deposit of the contractor. IN the even of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable, as the case may be shall be deducted form any sum then due or which at any time thereafter may become due from the contractor under this or any other contract with the Institute, should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to the Institute on demand the balance remaining due.
- [2] Institute shall have the right to cause an audit and technical examination of works and final bill of the contractor including all supporting vouchers, abstract etc., to be made after payment of final bill and if as a result of such audit and technical examination any sum is found to have been paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for the Institute to recover the same from him in the manner prescribed in sub clause [1] 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 underpayment shall be duly paid by the Institute to the contractor.

Provided that Institute shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Director on the one hand and the contractor on the other under any terms of the contract permitting payment for work after assessment by the Director or his authorized representative.

#### **43. Set off clause**

Any sum of money due and payable to the contractor [including security deposit returnable to him] under this contract, may be appropriated by the Institute and set of off against any claim of the Institute for the payment or a sum of money arising out of or under any other contract made by the contractor with the Institute.

#### **44. Termination of contract on death of contractor**

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

#### **45. Levy/taxes payable by contractor**

[i] Sales tax or any other tax on materials in respect of this contract shall be payable by contractor and Institute shall not entertain any claim whatsoever in this respect.

[ii] If pursuant to or under any law such notification or order any royalty, cess, fee or the like becomes payable by the Institute and does not at any time become payable by the contractor to the State Govt/local authorities in respect of any material used by the contractor on the works therein such a case, it shall be lawful to the Institute and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from the dues of the contractor.

#### **46. Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss**

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

#### **47. Discrepancies and Adjustment of Errors**

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

[i] In the case of discrepancy between the schedule of Quantities

[ii] Particular specification and Special condition, if any

[iii] Drawing

[iv] CPWD specifications

[v] Indian Standard Specifications of B.I.S.

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

3. Any error in description, quantity or rate in Schedule of Quantites or any ommission there from shall not vitiate the Contract or release the contactor from the execution of the whole or any part of the wokrs comprised therein according to drawings and specifications or from any of this obligations under the contract.

#### 4. ADDITIONAL CONDITIONS FOR ELECTRICAL WORKS

1. The contractor shall be well qualified and experienced to take electrical works of LT and HT in nature. The contractor must be registered for electric work with CPWD, Railways, MES, BSNL.
2. Electrical materials of approved and reputed make and ISI mark shall only be utilized.
3. The materials shall be got approved from Engineer-in-charge before fixing/installing.
4. The work shall be executed and measured as per metric dimensions given in the schedule of quantities drawings etc. [F.P.S. units indicated are for guidance only].
5. Whenever any reference to any India Standard Specifications occurs in the documents relating to this contract the same shall be inclusive of all amendments issued there to on revisions thereof, if, any up to date of receipt of tenders.
6. The contractor shall make his own arrangements for obtaining electric connections if required and make necessary payment directly to the department concerned.

The power/electricity if available may be supplied to the contractor by the Institute subject to the following conditions:

- [i] The power/electricity consumed/utilized by the contractor, charges at he KPTCL rates as applicable at the time, will be recovered from the amount payable to the contractor.
  - [ii] The Institute do not guarantee to maintain uninterrupted supply of power/electricity and it will be incumbent on the contractor to make alternative arrangements for power at his own cost in the event of any temporary break down. In the Institute main supply so that the progress of his work is not held up for want of power. NO claim of damage or refund of electricity charges will be entertained on accounts of such break down.
7. Other agencies doing works related with this project will also simultaneously execute the works and the contractor shall afford facilities for the same. The contractor shall leave such necessary holes, openings etc. for laying/buying in the work pipes, cables, conduits, clamps boxes and hooks for fan clamps etc. as may be required for other agencies, conduits for electrical wiring/cables will be laid in a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same.

8. Some restrictions may be imposed by the security staff etc. on the working and for movement for labour, materials etc. the contractor shall be bound to follow all such restriction/instructions and nothing extra shall be payable on this account.
9. [a] The electrical work will be carried out in the manner complying in all respects with the requirements of relevant by laws of the local body under the jurisdiction of which the work is to be executed as directed by the Engineer-in-charge and nothing extra will be paid on his account.  
  
[b] The work of water supply, internal sanitary installations and drainage work etc. shall be carried out as per local Municipal Corporation or such local body Bye-Laws and the contractor shall produce necessary completion certificate from such authorities after completion of work.  
  
[c] The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which he may be liable.
10. Testing in Materials : Sample of various materials required for testing shall be provided free of charge by the contractor. Testing charges, if any unless otherwise provided shall be borne by the Institute. All other expenditure required to be incurred for taking the samples, conveyance, packing etc. shall be borne by the contractor himself.
11. The electrical drawings shall at all times be properly correlated before executing any work. However incase of any discrepancy in the item given in the schedule or quantities appended with the tender and electrical drawings relating to the relevant item, the former shall prevail unless and otherwise given in writing by the Engineer-in-charge.

## 5. TENDERER'S PROFILE & DECLARATION

1. Name of Contractor/Agency/Firm :
2. Details of registration :  
(Attach certificate of registration)
3. Full address of the Contractor/Agency/Firm :
4. Contact details of the Contractor/Agency/Firm :
  - Telephone Number :
  - Mobile No. :
  - Fax No. :
  - Email :
5. PAN Number :

6. Details of similar Contract handled/being handled by the contractor/Tenderer/Agency

S.No.	Details of the client with address, telephone and fax numbers	Amount of Contract (Rs.)	Duration of Contract	
			From	To

Note : If space is insufficient please use additional sheets

7. Additional information, if any (Attach separate sheets if required) :

### DECLARATION

I ..... Proprietor/Director/Authorized signatory of agency/firm (mentioned above, is competent to sign this declaration and execute this tender document).

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

The information/document furnished with the above application are true and authentic to the best of my knowledge and belief. I/we am/are well aware of the fact that furnishing of any false information/document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law

Signature of the Contractor or authorized person : \_\_\_\_\_

Name of the authorized person : \_\_\_\_\_

Seal of the firm :

Date: \_\_\_\_\_ Place : \_\_\_\_\_

## 6. SCHEDULE OF QUANTITIES OF WORK

Name of Work : Providing and laying UG cable and other accessories for extending power supply to Pest management laboratory at CSRTI, Mysore

**Note : Please write the rates and amounts in both figures and words as well.**

S.No.	Description of work/Item	Qty	Unit	Rate/ Unit	Amount (Rs.)
1.	Excavation of cable trench (0.75 m deep and 0.35 m wide) for laying UG cable, refilling it with 3" sand cushion, parallel run quality brick protection, consolidation compaction to normal level as required and directed by Engineer-in-charge	575	RMts		
2.	Providing and laying 70 mm dia A class GI pipe for cable entry, road crossing etc with proper support	10	Mtr		
3.	Supplying and laying 1.1 KV class PVC armored sheathed LT cable, ISI standard of CCI/Havells/Universal or equivalent make. a] 70 sq mm 3.5 core b] 25 sq mm 4.0 core	600 25	Mtr Mtr		
4.	Supplying and erecting outdoor feeder box of size 3.5' x 2.5' x 2' 16 gauge MS sheet front and back open type of 2 door rubber beadings of B class insulation with locking arrangement and comprised with following electrical control etc. wire and erected on cement concrete floor, 2' high above the earth using necessary angle support. a] One number of 100 A HRC type switch gear with neutral link ISI of Standard/Havells/L & T make TPN, bullet crimping b] 4 nos. of 100 A copper strip bus bars of 6 mm thick 25 mm width RYB colour tape wrapping c] 6 nos. of 32 A – Porcelain fuse sets of rewire type with necessary insulation support and spacing for terminals d] Connecting incoming and out going cable with brass gland compression, crimping of 70 sqmm cable using lugs bolts and nuts, washer etc as required and directed by Engineer-in-charge	2	Nos		

S.No.	Description of work/Item	Qty	Unit	Rate/ Unit	Amount (Rs.)
5.	Termination of 70 sq mm cable to the existing switch gear using necessary Brass gland aluminum lugs, bolts and nuts etc crimping as required and disconnecting the Existing LT cable and necessary concrete chipping and masonry works as required	1	Job		
6.	Supplying, fixing and commissioning of wall mounting 100 A switch gear TPN panel of 16 gauge MS sheet and termination as required for 70 sq mm cable in and out entry earthing the switch gear using GI wire etc as required and directed by Engineer-in-charge	1	No		
7.	Termination of 25 sq mm cable in feeder box, making straight joint in feeder and load side using necessary ferrules, adhesives, tapes etc as required	1	Job		
8.	Supplying and making pipe earthing using 40 mm dia 5' ft 8 SWG GI wire, charcoal, salt and water entry pipe funnel, masonry enclosure with cover plate. As required for connection.	2	Job		
<b>Total (Rs.) in figures</b>					
<b>Total (Rs.) in words</b>					

**Signature, Seal and address of the Contractor/Party/Firm**

**Date :** \_\_\_\_\_