

INSTITUTE OF GENOMICS & INTEGRATIVE BIOLOGY

(Council of Scientific & Industrial Research)

Near Jubilee Hall, University Campus,

Mall Road, Delhi- 110007.

Name of Work: " Providing Services for Sanitary Waste Disposal Unit for Females at IGIB, Mall Road & Mathra Road Campuses"

Sale of Tender:	From 31/08/2015 to 15/09/2015
Submission of Tender:	up to 17/09/2015 at 3.00P.M
Date and time of Opening of Bid:	17/09/2015 at 3.30 PM

Tender Submission at

**Office of the COA
Institute of Genomics & Integrative Biology
Mall Road, Delhi – 110007**

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Note:

1. Tender should confirm that they have received all the above papers.

2. Crossed Demand Draft No. ----- Dated ----- for Rs. ----- in favour of Director, I.G.I.B. Delhi drawn on (Name of the bank) -----towards Earnest Money in enclosed.

3. Crossed Demand Draft No. ----- Dated ----- for Rs. ----- in favour of Director, I.G.I.B. Delhi drawn on (Name of the bank) -----towards Tender cost in enclosed.

TENDER ISSUED TO:

M/s _____

TELEPHONE NO: _____ (IF ANY)

SIGNATURE OF THE TENDERER
TENDER

SIGNATURE OF THE OFFICER ISSUING

INSTITUTE OF GENOMICS & INTEGRATIVE BIOLOGY

(Council of Scientific & Industrial Research)

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Mall Road, Delhi-110007.

NOTICE INVITING TENDERS

1. Sealed Open Tenders are hereby invited for the work of "**Providing Services for Sanitary Waste Disposal Unit for Females at IGIB, Mall Road & Mathra Road Campuses**" from the specialized agencies of repute having experience of similar works. Tenderer must have carried out at least one/two/three similar works of Rs. 2.66 Lacs /Rs. 2.0 Lacs /Rs.1.33 Lacs respectively for CSIR and semi Govt. organization/ Govt. bodies, PSU's, reputed pvt. Organizations, Malls during last five years. The application for tender documents should be accompanied by documentary proof of the following (a) Work orders issued by the competent authority which shows the name of work, awarded value, completion cost or time of completion, actual time of completion etc.
2. Estimated cost is approx. Rs. 3.33 Lacs for two years. (Approx. Three Lakh Thirty Three Thousand only).
- 3 Time duration of the work will be **Two Years** and the date of commencement shall be reckoned from the tenth day of issue of award letter.
- 4 Complete Contract documents to be complied with by the tenderer may be obtained from the office of **Section Officer (Works), IGIB, Mall Road, New Delhi-110007** during office hours on payment of Rs.500/- through a demand draft (Non- Refundable) drawn in favour of Director, IGIB, payable at New Delhi, Sale of tenders shall be stopped two days before the date of opening of tenders. **It is further submitted that tender documents issued by the department after verifying the documents shall only be acceptable and downloaded tender shall not be accepted at all.**
- 5 Tenders should be submitted in double sealed covers super scribed with the name of the work, date and time of opening written both on the inner and outer envelopes. They will be received up to 3.00 P.M on **17/09/2015** and will be opened at 3. 30 P.M on the same day in the meeting room at **I.G.I.B. Mall Road, Delhi-110007**. Tender should be dropped in the tender box before the closing date and time indicated. In case these are sent by post these should be sent by Regd. Post/speed post addressed to **Director, I.G.I.B. Mall Road, Delhi-110007**. Tenderer are to ensure that they post the tender well in advance so as to reach before the closing time and date indicated.
- 6 The Earnest Money amounting to 6700/- (Rupees Six Thousand Seven Hundred only) as demand draft or pay order of a schedule bank and drawn in favour of **Director, I.G.I.B. Mall Road, Delhi-110007** should accompany the tender. Tenders received without earnest money and not fullfilling the tender conditions will be invalid and summarily rejected.
- 7 The Employer does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and the tenderers shall be bound to perform the same at the rates quoted.
- 8 Canvassing in connection with the tenders is prohibited and the tenders submitted by the contractor who resort to canvassing are liable for rejection.

9 The tenderer shall not be permitted to tender for works in the concerned unit of CSIR in which a relative is posted in the grade between Controller of administration and Junior Engineer, (both inclusive). He shall also intimate the names of persons who are working with him in my capacity or subsequently employed by him and who are relatives as mentioned above.

NOTE: A person shall be deemed to be a relative of another if, (a) they are members of a Hindu undivided family; or (b) they are husband and wife; or (c) the one is related to the other in the following manner: Father, Mother (including step mother), Son (including step son), Son's wife, Daughter (including stepdaughter), Father's father, Son's son, Son's son's wife, Son's daughter, Son's daughter's husband, Daughter's husband, Daughter's son, Daughter's son's wife, Daughter's daughter, Daughter's daughter's husband, Brother (including step brother), Brother's wife, Sister (including step sister), Sister's husband.

10 Tender submitted shall remain valid for 90 days from the date of opening for purpose of acceptance and award of work, validity beyond 90 days from the date of opening shall be mutual consent.

11 The tenderer shall quote rates both in figures and words. He shall also workout the amount for each item of work and write in both figures and words. On check if there are differences between the rates quoted by the tenderer in words and figures or in the amount worked out by him, the following procedure shall be followed:

(i) When there is a difference between the rates in figures and in words, the which correspond to the amounts worked out by the tenderer shall be taken as correct.

(ii) When the amount of an item is not worked out by the tenderer or it does not correspond with the rate written either in figures or in words, the rate quote by the tenderer in words shall be taken as correct.

(iii) When the rate quote by the tenderer in figures and in words tallies but the amount is not worked out correctly the rate quoted by tenderer shall be taken as correct and not the amount.

12 The tenderer should see drawing and in case of doubt obtain required particulars, which may in any way influence his tender from the Engineer as no claim whatsoever will be entertained for any alleged ignorance thereof.

13 Before tendering, the tenderer shall inspect the site to fully acquaint himself about the condition in regard to accessibility of site, nature and extent of ground, working condition of site and location required for satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the Employer in any circumstances.

14 Earnest money will be forfeited if the contractor fails to commence the work as per letter of award.

15 Except writing rates and amount, the tenderer should not write any condition or make any changes, additions, alterations and modifications in the printed form of tenders. Tenderers who are desirous to offer rebate the same should be brought out separately in the covering letter and submitted along with the tender.

16 Some of the provisions of General Conditions of Contract are given below. Interpretation however shall be as given in the General Conditions of Contract.

(a) SECURITY DEPOSIT: Security deposit shall be deducted from the running bills at 10% of the gross value of work done till the sum along with deposited EMD will amount equal to 5% of the tendered value of the work. In addition, contractor shall be required to deposit an amount equal to 5% of the tendered value to the contract as performance guarantee within the period prescribed for commencement of work in the letter of award issued to him.

(b) COMPENSATION: Contractor shall pay as compensation an amount equal to one per cent or such smaller amount as the Employer (whose decision in writing shall be final) may decide on the cost of the whole work as show in the agreement, for every week that the work remains uncommenced or unfinished or due quantity of work remains incomplete after the work proper dates. Compensation to be paid shall not exceed ten per cent of the estimated cost of the work as showing in the agreement.

(c) Escalation clause is not applicable in this case.

18. The contractor shall have to dispose of all the building rubbish (Malba) accumulated during execution, suitably outside the campus of I.G.I.B. Nothing extra shall be paid on this account.

19. The work is to be carried out in running office, the contractor should plan the execution in such a way that working of office is not disturbed. Nothing extra shall be paid on this account.

20. Any damages incurred during construction shall be rectified by the contractor without any extra cost.

SCOPE OF WORK

Name of Work: " Providing Services for Sanitary Waste Disposal Unit for Females at IGIB, Mall Road & Mathra Road Campuses"

Scope of Work: The agency will have to provide the sanitary disposable bins which could dilute the concentration of the sanitary pads before disposal. The bins should be equipped with a technology based on the substance / material/ liner which possesses anti microbial property and discourage the bacterial growth. The bins will be required to be replaced every month. The waste collected in the bill should be discharge at suitable site as approve by CPCB after incineration / process. No transportation or any other allowances shall be admissible for the same.

NAME OF WORK: " Providing Services for Sanitary Waste Disposal Unit for Females at IGIB, Mall Road & Mathra Road Campuses"

Schedule of Quantity

Sl No.	(Brief Description of item)	<u>Qty</u>	<u>unit</u>	<u>Rate</u>	<u>Amount (Rs)</u>	<u>Remarks</u>
1	Providing & Supervising the female sanitary napkin disposal bins at IGIB, Mall Road and Mathura Road Campuses	18	Each per month			
					Total Per Month	
					Add service tax @ 14 % =	
					Grand Total Per Month =	
					Total Per Year =	
					Total for two years =	

In Words :

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NAME OF WORK: " Providing Services for Sanitary Waste Disposal Unit for Females at IGIB, Mall Road & Mathra Road Campuses"

SPECIAL CONDITIONS OF CONTRACT

1. The bidder is requested to visit the work site and get acquainted with site conditions regarding layout and all other matters, affecting the work before filling in the item rates. Submission of a tender by a bidder, implies that they have read these instructions and have made themselves aware of the scope of the work, conditions of contract and CSIR-IGIB will not, therefore, bear any extra charges on any account, in case the bidder finds later on to have misjudged the site conditions or specification.
2. The contractor has to quote his best competitive price considering all the factors. The price shall be inclusive of all type of taxes, duties, statutory labour liabilities etc, all complete. No escalation on any account shall be admissible during the currency of contract.
3. The Director, IGIB, reserves the right to cancel any or all the tenders without assigning any reason.
4. The Contractor shall be responsible for any damage to the equipments caused due to faulty operation/poor servicing/mishandling etc. by their staff and shall rectify the defects free of cost. Decision of the in -charge Maintenance, IGIB, shall be final in this matter.
5. No escalation in any form either of material (spares) consumable or labour shall be payable by IGIB during the tenure of this tender contract.
6. All the tools & plants shall be arranged by the Contractor and must be kept at the site .
7. Any other small items of repair/replacement not specified in the contract shall be got done by the Contractor.
8. **Validity of Tender: Ninety days** from the date of opening of tender. During this period no bidder shall be allowed to withdraw his tender. In case of withdrawal, the EMD submitted by the bidder shall be forfeited and no claim shall be entertained on this regard.
9. The contractor shall ensure compliance of all statutory laws and bye laws of the Central Govt./State Govt./Municipal Authorities related to the employment of their staff and all such obligations under Wage Act, Workmen Compensation Act, ESI Act, Provident Fund and Miscellaneous Provision Act and Contract Labour Act, 1970 etc. IGIB will not be responsible for such purposes in any way.
10. Conditional tenders will not be accepted.

GENERAL CONDITIONS OF CONTRACT

1. INTERPRETATION

a) In construing these conditions, the Specifications, the Schedule of Quantities, Tender, Special Conditions and Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires.

b) This contract shall comprise of the Articles of Agreement, General Conditions of Contract, Special Conditions, Additional Special Conditions, the Schedule of Quantities, Specifications, letter of acceptance of tender and other documents mentioned in the contents sheet attached hereto and including those to which only reference is made herein.

WORK OR WORKS

shall mean all work or works defined in schedule of quantities, specifications and such other work or works as the contractor may be entrusted with for carrying out under this contract.

EMPLOYER: - shall mean Director General, CSIR or any officer authorized by Director General for the purpose.

ENGINEER: - shall mean the Engineer designated by the Employer to superintend and perform other duties as indicated in the contract.

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

SITE: - shall mean the site of the contract works including any buildings and erections thereon and any other land adjoining thereto (inclusive) as aforesaid allotted by the Employer or the Engineer for the contractor's use.

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

2. ASSIGNMENT OR SUB-LETTING

a) The contract shall not be assigned or sublet without the written approval of the Employer. And if the contractor shall assign or sub-let his contract or attempt to do so or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so or if any bribe, gratuity or gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor or any of his servants or agents to any person in the employment of the Employer in any way directly or indirectly interested in the contract, the Employer shall have the power to adopt any of the courses specified under clause – 23 as may be best suited to the interest of the Employer and in the event of any of the courses being adopted the consequences specified in the said clause shall ensue.

b) Where the contractor is a partnership firm, the approval in writing of the Employer shall be obtained before any changes in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement hereunder the partnership firm would have the right to carry out the work be deemed to have been assigned or sublet in contravention of clause 13 (a) and the same action may be taken and the same consequences shall ensue as provided in the said clause 13 (a).

3. INDEMNIFYING AGAINST DAMAGES TO PERSONS, PROPERTY & STATUTES

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

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

b) The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contracted works complete and perfect in every respect and so as to make good and otherwise satisfy all claims for damage as aforesaid to the property of third parties.

c) The contractor also indemnifies the Employer against all claim which may be made upon the Employer for acts during the currency of this contract by any employee or representative of an employee of the contractor or any sub-contractors, employed by him, for any injury to or loss or life, of such employees, or for compensation payable under any law for the time being in force to any workmen or to the representative of any deceased or incapacitated workmen.

d) The contractor also indemnifies the Employer against all claims which may be made upon the Employer for acts during the currency of this contract by the Central / State Government or local Municipal authorities for the noncompliance of any laws, regulations, rules pertaining to wages act, safety act in force and any amendments thereof in respect of all labour and apprentices directly or indirectly employed in the work under this contract.

e) The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation costs, charges and / or expenses arising or accruing from or in respect of any such claim and / or damages as aforesaid from any sum or sums due to become due to the contractor or security deposit.

f) The contractor shall indemnify the Employer against any action, claim or proceedings relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against the Employer in respect of any such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefore. Provided that the contractor shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the said Employer or his authorized representative.

4. LIEN IN RESPECT OF CLAIM IN OTHER CONTRACTS

a) Any sum of money due and payable to the contractor including the security deposit under the contract may be withheld or retained by way of lien by the Employer or Government or any other contracting person or persons against any claim of the Employer or Government or such other persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Employer or Government or with such other persons.

b) It is agreed term of the contract that the sum of money so withheld or retained under this clause by the Employer will be kept withheld or retained as such by the Employer or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the Arbitrator if the contract is governed by arbitration clause or by the competent court as the case may be, and that the contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

5. WITHHOLDING & LIEN IN RESPECT OF SUMS CLAIMED

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

It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred above, by the Employer will be kept withheld or retained as such by the Employer till the claim arising out of or under the contract is determined by the Arbitrator (if the contractor is governed by the arbitration clause) or by the competent court as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited amount or amounts in whole or in part from any sum payable to any Partner / Limited company as the case may be, whether in his individual capacity or otherwise.

b) The Employer shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed the contractor shall be liable to refund the manner prescribed in sub-clause (a) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under-payment shall be duly by the Employer to the contractor. Provided that the Employer shall not be entitled to recover any sum over-paid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Employer on the one hand and the contractor on the other hand, under any term of contract permitting payment for work after assessment by the Employer.

6. IN-CASE OF DEATH OF CONTRACTOR

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

7. SUB-CONTRACTORS

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

8. COMPLIANCE TO LABOUR LAWS & APPRENTICE ACT

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, and rules and orders framed there under and other labour laws affecting contract labour and Apprentice Act, 1961 and rules and orders framed there under that may be in force or brought into force from time to time. Contractor shall obtain a valid licence under Contract Labour (R & A) Act 1970 and Contract Labour (R & A) Central Rules 1971 before commencing work and which should be valid till the completion.

9. LIQUIDATED DAMAGES AND COMPENSATION FOR DELAY

a) The time for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be deemed to be the essence of the contract on the part of the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and the contractor shall pay as compensation an amount equal to half per cent or such smaller amount as the Employer (whose decision in writing shall be final) may decide on the amount of the whole work as shown in the agreement, for every week that the work remains uncompleted or unfinished after the proper dates subject to a maximum of 10% of the contract value.

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

Contractor shall pay as compensation an amount equal to half percent (0.50%) or such smaller amount as the Employer (whose decision in writing shall be final) may decide on the cost of the whole work as shown in the agreement, for every week the work remains uncompleted or unfinished or due quantity of work remains incomplete after the proper dates. Compensation to be paid shall not exceed ten per cent of the cost of the work as shown in the agreement.

10. SUSPENSION OF WORK BY CONTRACTOR

The Employer may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damages in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice absolutely determine the contract in any of the following cases:

- (i) If the contractor having been given by the Engineer a notice to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or not a good workmanship - like manner shall omit to comply with the requirements or such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that in the judgment of the Employer (which shall be final and binding) he will be unable to ensure completion of the work by 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 be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court of creditor to appoint a receiver or a manager or which entitle the court to make 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 – 13 hereof.

When the contractor has made himself liable for action under any of the cases aforesaid, the Employer shall have the following powers:

- (i) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Employer shall be conclusive evidence). Upon such determination or rescission the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.
- (ii) The Engineer may employ labour paid by the Employer and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Engineer as to the value of the work done shall be final and conclusive against the contractor, provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Employer are less than the amount payable to the contractor at his agreement rates, the difference should not be paid to the contractor.
- (iii) After giving notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which exceed the certificate in writing of the Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Employer under his contract or any other account whatsoever or from his security deposit.
- (iv) In the event any one or more of the above courses being adopted by the Employer the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or

procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken sum for any work thereof or actually performed under this contract unless and until the Engineer 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.

11. SECURITY DEPOSIT

a) A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. In addition, the contractor shall be required to deposit an amount equal to 5% of the tendered value of the contract as Performance Security within the period prescribed for commencement of work in the letter of award issued to him.

b) In case a fixed deposit receipt of any scheduled bank is furnished by the contractor to the Employer as part of the security deposit and the bank goes into liquidation or for any reasons 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 deposit, provided always that the Employer for this purpose shall be entitled to recover the said percentage of the amount from each running bill till the balance of the amount of security deposit is realized. All compensation or the other sums of money payable by the contractor under the terms of this contract may be deducted from the security deposit or from the interest arising there from or from any sums which may be due to or may become due to the contractor by the Employer on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions aforesaid, the contractor shall within ten days make good in cash or further fixed deposit receipt pledged in favour of the Employer. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the earnest money if deposit at the time of tenders will be treated as part of the security deposit.

c) The contractor if he so desires may furnish fixed deposit receipt in advance towards the security deposit. Such fixed deposit receipt shall be of a minimum value of Rs 25000/- each (The last such fixed deposit receipt could be of a lower value on the basis of the amount). In case any recovery is affected from running account bills, such recovered amount shall not be replaced with fixed deposit receipt. It is in the contractor's interest to keep a watch about the adequacy of the fixed deposit receipt submitted.

d) No partial refund of security deposit shall be made during the defect liability period. In case the final bill is not settled within stipulated period for reasons beyond control and the Employer is satisfied that the security deposit is not required for adjustment of Employers dues or whatsoever dues either in this or any other contract then this security deposit either in full or in part could be refunded at the sole discretion of the Employer. However, release of security deposit would be only after written clearance of Labour Officer regarding no dues or claims is received.

e) In case of termination of contract, this security deposit shall be forfeited and amount necessary to make up this amount shall be recovered from money due to the contractor under this contract, or any other contract with the Employer.

f) PERFORMANCE SECURITY

i) The contractor shall be required to deposit an amount equal to 5% of the tendered value of the contract as Performance Security within the period prescribed for commencement of work in the Letter of Award issued to him. Performance security may be accepted as Bank Guarantee of Scheduled Banks and State Bank of India or in cash or in the form of Fixed deposit Receipts pledged in favour of the Employer.

ii) The contractor shall submit an irrevocable PERFORMANCE GUARANTEE of 5% (five percent) of the tendered amount in addition to the Security Deposit of 5% (Five percent) for his proper performance of the contract agreement (not with standing and/or without prejudice to any other provisions in the contract) within in the period prescribed for commencement of work in the Letter of Award issued to him.

This guarantee shall be in the form of fixed deposit receipts pledges in favour of the Employer or Bank guarantee of Scheduled Banks or State Bank of India in accordance with the Proforma attached. In case fixed deposit receipts of any bank are furnished by the contractor to Employer as part of the Performance Security and Bank is unable to make payment against the said Fixed Deposit receipts, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Employer to make good the deficit.

iii) The contractor will not be allowed to start the work unless the Performance Security/Guarantee is submitted by him. In case of failure by the contractor to furnish the Performance Security/ Guarantee within specified period, Employer shall without prejudice to any other right or remedy available in law, be at liability to forfeit the Earnest Money absolutely.

iv) The Performance security shall be initially valid upto 60 days after recording of satisfactorily completion of work by the Employer. In case the time of completion of work gets and enlarge, the contractor shall get the validity of Performance Security extended to cover such enlarge time for completion of work on 60 days of recording of satisfactory completion of work by the Employer, the Performance Security shall be returned to the Contractor, without any interest.

v) The Employer shall not make a claim under the Performance Guarantee except for amounts to which the Employer is entitled under the contract (notwithstanding 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 Employer may claim the full amount of the Performance Guarantee.

b) Failure by the contractor to pay the Employer any amount due, either as agreed by the contractor or determined under any of the clause/ conditions of the agreement, within 30 days of the service of notice to this effect by the Employer.

c) In the event of the contract being determined or rescinded under provisions 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 Employer.

12. COMPLETION CERTIFICATE

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

13. ARBITRATION

a) 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 workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, specifications, estimates, instructions, orders on these conditions or otherwise concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of the person appointed by the Director – General, Council of Scientific & Industrial Research. The arbitrator shall be appointed within 30 days of receiving the arbitration notice. The arbitrator to whom the matter is originally referred, being unwilling or unable to act for any reason, the Director – General 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 give a speaking award. The award of the Arbitrator shall be final and binding on the parties. The cost of the Arbitrator shall be borne equally by both the parties.

b) It is also a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

c) It is also a term of the contract that if the contractor does not make any demand for arbitration in respect of any claim in writing within 90 days of receiving the intimation from the Employer that the 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.

d) The Arbitrator may from time to time with consent of parties enlarge the time for making publishing the award.

e) Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re- enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration reference under this clause.

14. PERFORMANCE GUARANTEE

Performance Guarantee may be taken from the Contractor before the award of work, by the officer authorized to award the contract, if and where considered necessary, to ensure that a part or whole of the contract is completed by the contractor. In case of non-performance, this guarantee could be encashed.

