DIRECTOR,
INDIAN COUNCIL OF AGRICULTURAL RESEARCH
Research Complex of Eastern Region, Patna
ICAR Parisar, P.O. B.V.C Campus, Patna-800 014

TENDER DOCUMENT

Construction of brick soling in the Lane around DLFM field plots at ICAR RCER, Patna (Size: 350m and Width: 2.0m)

INDIAN COUNCIL OF AGRICULTURAL RESEARCH
RESEARCH COMPLEX OF EASTERN REGION
PATNA

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NOTICE INVITING TENDERS

No. 21/16-17

INDIAN COUNCIL OF AGRICULTURAL RESEARCH
RESEARCH COMPLEX OF EASTERN REGION
PATNA

Name of Work: Construction of brick soling in the Lane around DLFM field plots at ICAR RCER, Patna (Size: 350m and Width: 2.0m)

TENDER DOCUMENT

Notice Inviting Tenders No. 21/16-17

I) Tenders are invited from eligible Contractors for the work mentioned below:-

1.	**Name of the Work**	**Construction of brick soling in the Lane around DLFM field plots at ICAR RCER, Patna (Size: 350m and Width: 2.0m)**
2.	**Estimated cost of the work**	**Rs. 4.41 lakhs**
3.	Period of completion of work	30 days from the award of the work
4.	Form of contract / class of firms eligible.	Registered contractor from CCW/ PWD/ CPWD/RWD and similar govt. agencies undertaking construction work of similar nature.
5.	E.M.D to be paid in the shape of Demand Draft obtained from Nationalized Bank only.	**Rs. 11100.00 (Rs. Eleven thousand one hundred only)**
6.	Issue of tender document	Tender documents can be purchased on payment of Rs.500/- for the work which estimated cost is less than Rs.3.0 lakhs and Rs. 1000/- for the work which estimated cost is higher than 3.0 lakhs) in shape of demand draft towards cost of tender document or down loaded from website: **www.icarrcer.in** in which case, a demand draft for Rs.500/- or Rs.1000/- per work to be enclosed alongwith tender in favour of "ICAR Unit-ICAR-RCER, Patna", payable at Patna.
7.	Last date and time for submission of tender.	**17.09.2016 up to 11.00 A.M.**
8.	Date and time of opening of tender.	**17.09.2016 at 11.30 A.M.**

II) **Eligibility criteria for tenderer.**

a) Registered contractor from CCW/CPWD/ PWD/ RWD and similar govt. agencies undertaking construction work of similar nature.
b) Any type of single civil work of not less than Rs.3.50 lakhs in preceding three years.
c) Should have a net worth of at least Rs.3.50 lakhs
d) Certificates in support of existing Commitments.
e) Valid Labour license and Income Tax Clearance certificate for last Financial Year must be submitted alongwith tender document.

III) To purchase tender documents by paying an amount of Rs. 500/- or Rs. 1000/- (as applicable) towards cost of tender document including VAT etc. Those not able to purchase tender document can down load the application from web site www.icarrcer.in and submit the D.D for Rs.500/- or Rs. 1000/- (as applicable) along with EMD in the shape of Demand Draft @ 2.5% on Tender Value issued by any Nationalized Bank/Scheduled Commercial bank in favour of "**ICAR Unit: ICAR-RCER, Patna**" to be valid for 3 months from the date of NIT along with bid. The tenderer shall invariably furnish original DD towards EMD to the tender inviting authority along with the Tender Document.

IV) The tenders will be opened by the Tender Cum Works committee, ICAR-RCER, Patna in the presence of tenderers/or their authorized representatives on the date mentioned above.

V) If the office happens to be closed on the dates specified above, the respective activity will be performed at the designated time on the next working day without any notification.

VI) Any other details can be obtained from the Office of the **AAO (P), ICAR-RCER, Patna or www.icarrcer.in**.

INSTRUCTIONS TO TENDERERS
A – GENERAL

1. Name & Scope of work:

1.1 Brief details of the work are as follows:

A	Brief description and location of work	**Construction of brick soling in the Lane around DLFM field plots at ICAR RCER, Patna (Size: 350m and Width: 2.0m)**
B	Scope of work:	Civil work
C	Period of Completion	30 days from the award of the work

1.2 **The Director, ICAR-RCER, Patna invites tenders along with** EMD of Rs. **11100/-** in the shape of Demand Draft issued by any Nationalized Bank**, Payable at Patna** to be valid for 3 months from the date of NIT along with bid. Bids without EMD will be summarily rejected.

1.3 The successful tenderer is expected to complete the work within the stipulated time period, as specified in 1.1 C.

2. Firms Eligible to Tender:

2.1 The Firms who are having;

a) Registered contractor from CCW/PWD/CPWD/RWD and similar govt. agencies undertaking construction work of similar nature.
b) Any type of single civil work of not less than **Rs.3.50** lakhs in preceding the years.
c) Should have net worth of at least **Rs.3.50** Lakhs.
d) Experience in any type of civil work.
e) Certificates in support of Existing Commitments.
f) Valid Labour license and Income Tax Clearance certificate for last Financial Year must be submitted alongwith tender document.

3. Qualification data of the Tenderers:

3.1 The tenderer shall furnish the following particulars in the formats enclosed, supported by documentary evidence as specified in the formats.

a) Check slip to accompany the tender **(in Annexure-I)**.
b) Attested copies of documents relating to experience in the similar type of works.

3.2 Even though the tenderers meet the above qualifying criteria, they are liable to be disqualified / debarred / suspended / blacklisted if they have

- Furnished false / fabricated particulars in the forms, statements and /annexure submitted in proof of the qualification requirements and/or
- Not turned up for entering into agreement, when called upon.
- Record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and/or
- Participated in the previous bidding for the same work and had quoted unreasonably high tender rate and
- Even while execution of the work, if found that the work was awarded to the Contractor based on false / fake certificates of experience, the Contractor will be blacklisted and work will be taken over invoking relevant standard rules of GOI.

3.3 **A tenderer submitting a Tender which the tender accepting authority considers excessive and or indicative of insufficient knowledge of current prices or definite attempt of profiteering will render him liable to be debarred permanently from tendering or for such period as the tender accepting authority may decide. The tenderer overall quote should be based on the controlled prices for the materials, if any, fixed by the Government or the reasonable prices permissible for the tenderer**

to charge a private purchaser under the provisions of clause-6 of the hoarding and profiteering prevention ordinance of 1943 as amended from time to time and on similar principle in regard to labour supervision on the construction.

4. One Tender per Tenderer:

4.1 Each Tenderer shall submit only one Tender for the work. A Tenderer who submits more than one Tender will cause disqualification of all the Tenders submitted by the Tenderer.

5. Cost of Tendering

5.1 The Tenderer shall bear all costs associated with the preparation and submission of his Tender and the tender inviting authority will in no case be responsible and liable for those costs.

6. Site Visit.

6.1 The Tenderer, at the Tenderer's own responsibility and risk is advised to visit and examine the Site of Work and its surroundings and obtain all information that may be necessary for preparing the Tender for entering into a contract, for construction of the work. The costs of visiting the site shall be at the Tenderer's own expenses.

B. TENDER DOCUMENT

7. Contents of Tender document.

7.1 One set of Tender document, comprises of the following:

1) **Notice Inviting Tenders (NIT)**
2) **Instruction to Tenderers**
3) **Forms of Tender and qualification information**
4) **Conditions of Contract.**
5) **Specifications.**
6) **Drawings.**
7) **Forms of Securities. i.e., EMD, Additional Security etc.**
8) **Bill of quantities and Price.**

8. Clarification on Tender Documents.

8.1 A prospective Tenderer requiring any clarification on Tender documents may contact the Administrative Officer at the address **indicated in the NIT**. The Administrative Officer will also respond to any request for clarification, received through post.

9. Amendment to Tender Documents.

9.1 Before the last date for submission of Tenders, the Tender Inviting Officer may modify any of the Contents of the Tender Notice, Tender documents by issuing amendment / Addendum.

9.2 Any addendum/amendments issued by the Tender Inviting Officer shall be part of the Tender Document and it shall either be communicated in writing to all the purchasers of the Tender documents or notified in the News Papers in which NIT was published.

9.3 To give prospective Tenderers reasonable time to take an addendum into account in preparing their bids, the Tender Inviting Officer may extend if necessary, the last date for submission of tenders.

C. PREPARATION OF TENDERS

10. Language of the Tender: All documents relating to the tender shall be in the English Language only.

11. Documents comprising of the Tender.

11.1 The bidders are requested to submit a proposal as detail in this document.

11.2 The bidders, who are desirous of participating in the Tender, shall sign on all the statements, documents, certificates, tender document purchased by him, owning responsibility for their correctness/authenticity.

11.3 **Earnest Money Deposit (EMD):** The bidders shall submit EMD as indicated earlier along with the Proposal. The proposals without EMD are liable for rejection.

11.4 The tenderer should place two bids in separate envelopes namely;

a) Technical bid

b) Financial bid or Price bid

Both the envelope should clearly mention the NIT No. and type of bid i.e. technical or financial or price bid.

11.5 Proposal of Technical Bid

a. In preparing the Technical bid, bidders are expected to examine the documents comprising this tender document in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

b. While preparing the Technical bid, bidders must give particular attention to the following:

I) If a bidder considers that they do not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with other firms as appropriate.

II) The Technical Proposal should provide the following information using the attached Standard Forms, where ever applicable

III) A brief description of the bidder organization and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should indicate, inter alia, duration of the assignment, contract amount, and bidder involvement.

IV) List of equipment make, model etc with technical brochures, if any equipment is to be supplied.

V) List of personnel who will be looking after the work execution.

VI) Any comments or suggestions on the proposed scope of work, list of services, and any facilities expected to be provided by the **ICAR-RCER, Patna**.

VII) Any additional comments/ remarks.

c. The Technical Proposal shall not include any financial information.

11.6 The Technical proposal will be reviewed by Tender cum Works Monitoring Committee of the **ICAR-RCER, Patna** and the clarifications, particulars if any required from the bidders will be obtained or in the conventional method by addressing the bidders.

11.7 The Tender Document will be opened in front of Tender cum Works Monitoring Committee of the ICAR-RCER, Patna at the time and date as specified in the tender documents.

12. Price Offer:

12.1 The tenderer should however quote his lump sum tender based on this schedule of quantities. He should quote his offer as an overall tender percentage. The over all tender percentage should be written both in words and figures. The bid offers i.e., percentage shall be written both in figures and words legibly and free from erasures, over writings or corrections of figures. Corrections where unavoidable should be made by crossing out, and rewriting duly initialising with date.

12.2 The Schedule - A contains not only the quantities but also the rates worked out by the department and the amount for each item and total value of the estimated contract. The tenderer should workout his own rates keeping in view the work, site conditions and quote his overall tender percentage with which he intends to execute the work.

12.3 The bid offer shall be for the whole work and not for individual items / part of the work.

12.4 All duties, taxes, and other levies payable by the contractor as per State / Central Government rules, shall be included in the tender percentage quoted by the tenderer.

12.5 **The tendered contract amount as computed based on overall tender percentage is subject to variation during the performance of the Contract in accordance with variation in quantities etc.**

13. Validity of Tenders:

13.1 Tenders shall remain valid for a period of not less than six months from the last date for receipt of Tender.

13.2 During the above mentioned period no plea by the tenderer for any sort of modification of the tender based upon or arising out of any alleged misunderstanding or misconceptions or mistake or for any reason will be entertained.

13.3 In exceptional circumstances, prior to expiry of the original time limit, the Tender Inviting Officer may request the bidders to extend the period of validity for a specified additional period. Such request to the Tenderers shall be made in writing. A Tenderer may refuse the request without forfeiting his E.M.D. A tenderer agreeing to the request will not be permitted to modify his Tender, but will be required to extend the validity of his E.M.D for a period of the extension.

14. Signing of Tenders

14.1 If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of the firm shall be given, if the tender is made by a corporation it shall be signed by a duly authorized officer who shall produce with his tender satisfactory evidence of his authorization. Such tendering corporation may be required before the contract is executed, to furnish evidence of its corporate existence. Tenders signed on behalf of G.P.A holder will be rejected.

14.2 The tender shall contain no alterations or additions, except those to comply with instructions issued by the tender inviting officer, or as necessary to correct errors made by the tenderer, in which case all such corrections shall be initialled by the person signing the tender.

14.3 No alteration which is made by the tenderer in the contract form, the conditions of the contract, the drawings, specifications or statements / formats or quantities accompanying the same will be recognized, and, if any such alterations are made the tender will be void.

D. SUBMISSION OF TENDERS.

15. Submission of Tenders:

15.1 The tenderer shall invariably ensure that the following are to be submitted along with tender document.

a) Check slip
b) Copy of Experience Certificate in Similar type of Work.
c) Any type of single civil work of not less than Rs.3.50 lakhs in preceding three years.
d) DD towards EMD.
e) Declaration towards the genuineness of the certificates

15.2 The successful tenderer shall furnish the original hard copies of all the documents/ EMD / certificates / statements by them before concluding the agreement.

15.3 Submit tenders in as explained above. The tender should be submitted in a water proof covers and duly sealed. The cover should clearly indicate the Tender Number, Name of work tendered, due date for opening, address of the bidder and the Bid schedule. The EMD should be enclosed prominently along with the BID.

16. Last date / time for submission of the tenders.

16.1 Tenders must be submitted not later than the date and time specified in NIT. In the event of the specified date / time for the submission of bids declared as holiday, the bids will be received on the next working day.

16.2 The Director, ICAR-RCER may extend the dates for issue and receipt of Tenders by issuing an amendment in which case all rights and obligations of the Incharge and the Tenderers will remain same as previously.

17. Late tenders

17.1 Any tender received after the last date / time prescribed will be summarily rejected.

18. Modification to the tender

18.1 No tender shall be modified after the last date / time of submission of tenders.

E. TENDER OPENING AND EVALUATION

19. Tender opening

19.1 **The tenderers or their authorized representatives can be present at the time of opening of the tenders. Either the tenderer himself or one of his representative with proper authorization only will be allowed at the time of tender opening. If any of the tenderer is not present at the time of opening of tenders, the tender opening authority will, on opening the tender of the absentee tenderer, reads out and record the deficiencies if any, which shall be binding on the tenderer.**

19.2 **The technical bid containing qualification requirements as per Annexure: I and statement I to VII in 11:5 (b) will be evaluated by the tender opening authority and the minutes are recorded which will be signed by the tender opening authority as well as tenderers or their authorized representatives present.**

20. Clarification of the Tender Document.

20.1 The tender opening authority may call upon any tenderer for clarification on the statements, documentary proof relating to the Tender Document. The request for clarification and response thereto shall be in writing and it shall be only on the qualification information furnished by the tenderer. The clarification called for from the tenderers shall be furnished within the stipulated time, which shall not be more than a week.

20.2 The tenderer if so desirous, shall agree in writing to furnish the clarification called for within the stipulated time and, for disqualification and rejection of his tender in the event of failure to do so.

21. Examination of Tender Document and determination of responsiveness

21.1 The Director, ICAR-RCER will evaluate whether each tenderer is satisfying the eligibility criteria prescribed in the tender document and declares them as a qualified tenderer.

21.2 If any alteration is made by the tenderer in the tender documents, the conditions of the contract, the drawings, specifications or statements / formats or quantities the tender will be rejected.

21.3 Tenders shall be scrutinized in accordance with the conditions stipulated in the Tender document. In case of any discrepancy of non-adherence conditions the tender accepting authority shall communicate the same which will be binding both on the tender opening authority and the tenderer. In case of any ambiguity, the decision taken by the tender accepting authority on tenders shall be final.

21.4 Those proposals which are found to meet the minimum standards as prescribed by the Director, ICAR-RCER will be treated as responsive bids.

22. Evaluation and comparison of price.

22.1 The committee will evaluate and compare the price of all the qualified tenderers.

22.2 Negotiations at any level are strictly prohibited. However, good gesture rebate, if offered by the lowest tenderer prior to finalization of tenders may be accepted by the tender accepting authority.

22.3 Selection of tenderer among the lowest and equally quoted tenderers will be in the following orders:

- **a) The tenderer whose bid capacity is higher will be selected.**
- **b) In case the bid capacity is also same the tenderer whose annual turnover is more will be preferred.**
- **c) Even if the criteria incidentally become the same, the turnover on similar works and thereafter machinery available for the work and then the clean track record will be considered for selection.**

23. Process to be confidential

23.1 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of a contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced by the tender accepting authority. Any effort by a tenderer to influence the processing of tenders or award decisions may result in the rejection of his tender.

23.2 No Tenderer shall contact the Director, ICAR-RCER or any authority concerned with finalisation of tenders on any matter relating to its Tender from the time of the Tender

opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Director, it should do so in writing.

23.3 Before recommending / accepting the tender, the tender recommending / accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria and specifically experience. The authenticated agreements of previous works executed by the lowest tenderer shall be called for.

F. AWARD OF CONTRACT

24. Award Criteria

24.1 The Director, ICAR-RCER will award or recommend to the competent tender accepting authority for award of the contract to the tenderer who is found technically qualified as per the tender conditions and whose price is lowest.

24.2 The tender accepting authority reserves the right to accept or reject any tender or all tenders and to cancel the tendering process, at any time prior to the award of contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the reasons for such action.

25. Notification of award and signing of agreement

25.1 **The Tenderer whose Tender has been accepted will be notified of the award of the work by The Director ICAR-RCER prior to expiration of the Tender validity period by registered letter. This letter (hereinafter and in the Conditions of Contract called "Letter of Acceptance") will indicate the sum that the Government will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Amount").**

25.2 The successful tenderer has to sign an agreement within a period of 15 days from the date of receipt of communication of acceptance of his tender. On failure to do so his tender will be cancelled duly forfeiting the E.M.D., paid by him without issuing any further notice and action will be initiated for black listing the tenderer.

26. Corrupt or fraudulent practices

26.1 The Government requires that the bidders / suppliers / contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government

(a) Define for the purposes of the provision, the terms set forth below as follows:

(i) "corrupt practices" means the offering, giving, receiving or soliciting of anything of value to influence the action of a Government official in procurement process or in contract execution: and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish in Tender prices at artificial noncompetitive levels and to deprive the Government of the benefits of free and open competition.

(b) Will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) Will blacklist / or debar a firm, either indefinitely or for a stated period of time, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Government contract.

(d) Further more, tenderers shall be aware of the provisions stated in the general conditions of contract.

QUALIFICATION INFORMATION
Annexure –I
CHECKLIST TO ACOMPANY THE TENDER

Sl. No.	Description	Submitted Yes/No	Page No. (see Note below)
1	**2**	**3**	**4**
1	Attested photocopy of Registered contractor from CCW/CPWD/ PWD/ RWD and similar govt. agencies undertaking construction work of similar nature.	Yes / No	
2	Any type of single civil work of not less than **Rs.3.50 lakhs** in preceding three years.	Yes / No	
3	Certificates in support of Existing Commitments.	Yes / No	
4	DD towards EMD.	Yes / No	
5	Declaration towards the genuineness of the certificates	Yes / No	
6	**Experience :** Experience in any type of civil work	Yes / No	
7	Valid Labour license and Income Tax Clearance certificate for last Financial Year must be submitted alongwith tender document.	Yes / No	

Notes:-

1) All the statements copies of the certificates, documents etc., enclosed to the Tender Document shall be given page numbers on the right corner of each certificate, which will be indicated in column (4) against each item. The statements furnished shall be in the formats appended to the tender document.
2) The information shall be filled-in by the Tenderer in the checklist and **statements VI & VII** of section 11.5 (b) and shall be enclosed to the Technical bid for the purposes of verification as well as evaluation of the tenderer's Compliance to the qualification criteria as provided in the Tender document. All the Certificates, documents, statements as per check-list shall be submitted by the tenderer.
3) The bidder shall sign all the statements/documents/certificates received by him owing responsibility for their correctness/authenticity. The successful tenderer shall furnish the original hard copies of all the documents / certificates / statements received by them before concluding the Agreement.

DECLARATION

I / WE ……. have gone through carefully all the Tender conditions and solemnly declare that the certificates or the documents uploaded by me/us are genuine and I/We will abide by any penal action such as disqualification or black listing or determination of contract or any other action deemed fit, taken by, the Institute against us, if it is found that the statements, documents, certificates produced by me/us are false/fabricated.

I / WE hereby declare that, I / WE have not been blacklisted / debarred / Suspended / demoted in any department in any State due to any reasons.

Signature of the Tenderer

CONDITIONS OF CONTRACT

TENDER

Date: ……

To
The Director,
ICAR-RCER, Patna

Sir,

I / We do hereby tender and if this tender be accepted, under take to execute the work entitled "**Construction of brick soling in the Lane around DLFM field plots at ICAR RCER, Patna (Size: 350m and Width: 2.0m)"** as shown in the drawings and as per specifications described in this document of ICAR-RCER, Patna for the sum of **Rs. 4.41 lakhs** or such other sum as may be arrived under the clause of the standard preliminary specifications relating to "Payment by final measurement at unit rates"

I/WE have also quoted rates in Schedule 'A', annexed (in words and figures) for which I/We agree to execute the work when the lumpsum payment under the terms of the agreement is varied by payment on measurement quantities.

I/WE have quoted rates in Schedule 'A' both in words & figures. In case of any discrepancy between the Percentage excess or less on E.C.V., in words and figures, the rates quoted words only shall prevail.

I/WE agreed to keep the offer in this tender valid a period of six month(s) mentioned in the tender notice and not to modify the whole or any part of it for any reason within above period. If the tender is withdrawn by me/us for any reasons whatsoever, the earnest money paid by me/us will be forfeited to Government

I/WE hereby distinctly and expressly, declare and acknowledge that, before the submission of my/our tender I/We have carefully followed the instructions in the tender notice and have read the preliminary specifications and that I/We have made such examination of the contract documents and the plans, specifications and quantities and of the location where the said work is to be done, and such investigation of the work required to be done, and in regard to the material required to be furnished as to enable me/us to thoroughly understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract, and in the said plans and specifications and distinctly agree that I/We will not hereafter make any claim or demand upon the Government based upon or arising out of any alleged misunderstanding or misconception /or mistake on my/or our part of the said requirement, covenants, agreements, stipulations, restrictions and conditions.

I / WE enclosed to my/our application for tender schedule a crossed demand draft (No._____ dated: _____) for Rs: _____
as earnest money not to bear interest.

I / WE shall not assign the contractor or sublet any portion of the same. In case if it becomes necessary such subletting with the permission of the shall be limited to (1) Labour contract, (2) Material contract, (3) Transport contract and (4) Engaging specialists for special item of work.

IF MY / OUR tender is not accepted the sum shall be returned to me/us on application when intimation is sent to me/us of rejection or at the expiration of three months from last date of receipt of this tender, whichever is earlier. If my/our tender is accepted the earnest money shall be retained by the Government as security for the due fulfilment of this contract. If upon written intimation to me/us by the Office, I/We fail to attend the said office on the date herein fixed or if upon intimation being given to me/us or acceptance of my/our tender, and if I/We fail to make the additional security deposit or to enter into the required agreement as defined in tender document, then I/We agree the forfeiture of the earnest money. Any notice required to be served on me/us here under shall be sufficiently served on me/us if delivered to me/us hereunder shall

be sufficiently served on me/us if delivered to me/us personally or forwarded to me/us by post to (registered or ordinary) or left at my/our address given herein. Such notice shall if sent by post be deemed to have been served on me/us at the time when in due course of post it would be delivered at the address to which it is sent.

I/WE fully understand that the written agreement to be entered into between me/us and Government shall be the foundation of the rights of the both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by me/us and then by the proper officer authorized to enter into contract on behalf of Government.

I AM/WE ARE professionally qualified and my/our qualifications are given below:

S. No.	Name	Qualification

I/WE will employ the following technical staff for supervising the work and will see that one of them is always at site during working hours, personally checking all items of works and paint extra attention to such works as required special attention (eg) Main panel boards, Cable connections etc.,

S. No.	Name	Qualification

I / WE declare that I / WE agree to recover the salaries of the technical staff actually engaged on the work by the department, from the work bills, if I / We fail to employ technical staff as per the tender condition.

TENDERERS / CONTRACTOR'S CERTIFICATE.

(1) I/WE hereby declare that I/We have perused in detail and examined closely the Indian Standard Specifications, all clauses of the preliminary specifications with all amendments and have either examined all the standards specifications or will examine all the standard specifications for items for which I/We tender, before I/We submit such tender and agree to be bound and comply with all such specifications for this agreement which I/We execute in the different Government Departments.

(2) I/WE certify that I/We have inspected the site of the work before quoting my price, I /We have satisfied about the quality, availability and transport facilities for all the materials.

(3) I / WE am/are prepared to furnish detailed data in support of all my quoted rates, if and when called upon to do so without any reservations.

(4) I / WE hereby declare that I / We will not claim any price escalation.

(5) I / WE hereby declare that I am / We are accepting for the defect liability period as 24 months.

(6) I / WE declare that I / WE will not claim any extra amount towards any material used for the work other than the quoted works for respective schedule 'A' items.

(7) I / WE declare that I / WE will execute the work as per the mile stone programme, and if I / WE fail to complete the work as per the mile stone programme I abide by the condition to recover liquidated damages as per the tender conditions.

(8) I / WE declare that I / WE will abide for settlement of disputes as per the tender conditions.

DECLARATION OF THE TENDERER

1) I/WE have not been black listed in any department due to any reasons.
2) I/We declare that all the Certificates/Documents submitted by Me/US are Genuine.
3) I/WE agree to disqualify me/us for any wrong declaration in respect of the above and to summarily reject my/our tender.

Address of the Tenderer:

Phone No.: Fax No.: CONTRACTOR.

CONDITIONS OF CONTRACT

A. GENERAL

1. Interpretation:

1.1 In interpreting these Conditions of Contract, singular also means plural, male also means female, and vice-versa. Headings have no significance. Works have their normal meaning under the language of the contract unless specifically defined. The Incharge will provide instructions clarifying queries about the conditions of Contract.

1.2 The documents forming the Contract shall be interpreted in the following order of priority:

1) Agreement
2) Letter of Acceptance, notice to proceed with the works
3) Contractor's Tender
4) Conditions of contract
5) Specifications
6) Drawings
7) Bill of quantities
8) Any other document listed as forming part of the Contract.

2. Decisions:

2.1 Except where otherwise specifically stated, the Director will decide the contractual matters between the Department and the Contractor in the role representing the Department.

3. Delegation:

3.1 The Director may delegate any of his duties and responsibilities to other officers and may cancel any delegation by an official order issued.

4. Communications:

4.1 Communications between parties, which are referred to in the conditions, are effective only when in writing. A notice shall be effective only when it is delivered **(in terms of Indian Contract Act)**

5. Sub-contracting:

5.1 If the prime contractor desires to sub-let a part of the work, he should submit the same at the time of filing tenders itself or during execution, giving the name of the proposed Sub-contractor, along with details of his qualification and experience. The Tender Accepting Authority should verify the experience of the Sub-contractor and if the Sub-contractor satisfies the qualification criteria in proportion to the value of work proposed to be sub-let, he may permit the same. The total value of works to be awarded on sub-letting shall not exceed 50% of contract value. The extent of subletting shall be added to the experience of the sub-contractor and to that extent deducted from that of the main contractor.

6. Other Contractors:

6.1 The Contractor shall cooperate and share the Site with other contractors, Public authorities, utilities, and the Department. The Contractor shall also provide facilities and services for them as directed by the Incharge.

7. Personnel:

7.1 The Contractor shall employ the required Key Personnel named in the Schedule of Key Personnel to carry out the functions stated in the Schedule or other personnel approved by the Incharge. The Incharge will approve any proposed replacement of Key Personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

7.2 Failure to employ the required technical personnel by the contractor the institute will depute its own technical person and expenditure of salary will be recovered from contractor.

7.3 The technical personnel should be on full time and available at site whenever required by Incharge to take instructions.

7.4 The names of the technical personnel to be employed by the contractor should be furnished in the statement enclosed separately.

7.5 In case the contractor is already having more than one work on hand and has undertaken more than one work at the same time, he should employ separate technical personnel on each work.

7.6 If the contractor fails to employ technical personnel the work will be suspended or department will engage a technical personnel and recover the cost thereof from the contractor.

7.7 If the Incharge asks the Contractor to remove a person who is a member of Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the site forthwith and has no further connection with the work in the contract.

8. Contractor's Risks:

8.1 All risks of loss of or damage to physical property and of personnel injury and death, which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor.

9. Insurance:

9.1 The Contractor shall provide, in the joint names of the Department and the contractor, insurance cover from the Start Date to the end of the Defects Liability Period i.e., 24 months after completion for the following events which are due to the Contractor's risks.

a) loss of or damage to the Works, Plant and Materials;

b) loss of or damage to the Equipment;

c) loss of or damage of property in connection with the Contract; and

d) Personal injury or death of persons employed for construction.

9.2 Policies and certificates of insurance shall be delivered by the Contractor to the Incharge at the time of concluding Agreement. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred.

i) The contractor shall furnish insurance policy in force in accordance with proposal furnished in the Tender and approved by the Department for concluding the agreement.

ii) The contractor shall also pay regularly the subsequent insurance premia and produce necessary receipt to the Incharge well in advance.

iii) In case of failure to act in the above said manner the department will pay the premium and the same will be recovered from the Contractors payments.

9.3 Alterations to the terms of insurance shall not be made without the approval of the Incharge.

10. Site Inspections:

10.1 The contractor should inspect the site and also proposed quarries of choice for materials source of water and quote his rate including quarrying, conveyance and all other charges etc.

10.2 The responsibility for arranging the land for borrow area rests with the Contractor and no separate payment will be made for procurement or otherwise. The contractor's quoted rate will be inclusive of land cost.

11. Contractor to Construct the Works:

11.1 The Contractor shall construct and Commission the Work in accordance with the specifications and Drawings.

12. Power Supply.

12.1 The contractor shall make his own arrangements for obtaining power from the Electricity dept., at his own cost. The contractor will pay the bills of Electricity Department for the cost of power consumed by him till the **(Name of work**) is handed over to ICAR-RCER.

12.2 **The contractor shall satisfy all the conditions and rules required as per Indian Electricity Act 1910 and under Rule-45(I) of the Indian Electricity Rules, 1956 as amended from time to time and other pertinent rules.**

12.3 The power shall be used for bonafide Departmental work only.

13. Monsoon Damages:

Damages due to rain or flood shall have to be made good by the contractor till the work is handed over to the Department. The responsibility of damages making good the damages due to rain or flood rests with the contractor. **No extra payment is payable** for such operations and the contractor shall therefore, have to take all necessary precautions to protect the work done during the construction period.

14. The works to be Completed by the Intended Completion Date:

14.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Incharge, and complete the work by the Intended Completion Date.

15. Safety:

15.1 The Contractor shall be responsible for the safety of all activities on the Site.

16. Discoveries:

16.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Government. The Contractor is to notify the Incharge of such discoveries and carry out the Incharge instructions for dealing with them.

17. Possession of the Site.

17.1 The Department shall give possession of the site to the Contractor.

18. Access to the Site:

18.1 The Contractor shall provide the Incharge and any person authorised by the Incharge, access to the site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

19. Instructions:

19.1 The Contractor shall carry out all instructions of the Incharge and comply with all the applicable local laws where the Site is located.

20. Settlement of disputes:

20.1 **If any dispute of difference of any kind whatsoever arises between the department and the Contractor in connection with, or arising out of the Contract, whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the Contract, it shall in the first place, be referred to and settled by the Incharge who shall, within a period of thirty days after being requested by the Contractor to do so, give written notice of his decision to the Contractor. Upon receipt of the written notice of the decision of the Incharge the Contractor shall promptly proceed without delay to comply with such notice of decision.**

20.2 **If the Incharge fails to give notice of his decision in writing within a period of thirty days after being requested or if the Contractor is dissatisfied with the notice of the decision of the Incharge the Contractor may within thirty days after receiving the notice of decision appeal to the Department who shall offer an opportunity to the contractor to be heard and to offer evidence in support of his appeal, the Department shall give notice of his decision within a period of thirty days after the Contractor has given the said evidence in support of his appeal, subject to arbitration, as hereinafter provided. Such decision of the Department in respect of every matter so referred shall be final and binding upon the Contractor and shall forthwith be given effect to by the Contractor, who shall proceed with the execution of the works with all due diligence whether he requires arbitration as hereinafter provided, or not. If the Department has given written notice of his decision to the Contractor and no claim to arbitration, has been communicated to him by the Contractor within a period of thirty days from receipt of such notice the said decision shall remain final and binding upon the Contractor. If the Department fail to give notice of his decision, as**

aforesaid within a period of thirty days after being requested as aforesaid, or if the Contractor be dissatisfied with any such decision, then and in any such case the contractor within thirty days after the expiration of the first named period of thirty days as the case may be, require that the matter or matters in dispute be referred to arbitration: jurisdiction of Patna limits.

B. TIME FOR COMPLETION

21. Program:

21.1 The total period of completion is (**duration of 30 days**) from the date of receipt of Work Order.

21.2 The attention of the tenderer is directed to the contract requirement at the time of beginning of the work. The rate of progress and proportionate value of work done from time to time as will be indicated by the Certificate for the value of work done will be required. Date of commencement of their programme will be the date for concluding agreement but not the date of handing over site.

21.3 After signing the agreement, the contractor shall forthwith begin the work, shall regularly and continuously proceed with them.

21.4 The contractor shall commence the works on site within the period specified under condition 23.1 to 23.2 after the receipt by him of a written order to this effect from the concerned authority and shall proceed with the same with due expedition and without delay, except as may be expressly sanctioned or ordered.

21.5 Save in so far as the contractor may prescribe, the extent of portions of the site of which the contractor is to be given possession from time to time and the order in which such portions shall be made available to him and, Subject to any requirement in the contract as to the order in which the works shall be executed, the 's written order to commence the works, give to the contractor possession of so much of the site as may be required to enable the contractor to commence proceed with the execution of the works in accordance with the programme if any, and otherwise in accordance with such reasonable proposals of the contractor as he shall by written notice to the Incharge, make and will from time to time as the works proceed, give to the contractor possession of such further portions of the site as may be required to enable the contractor to proceed with the execution of the works with due dispatch in accordance with the said programme or proposals as the case maybe; if the contractor suffers delay or incurs cost from failure on the part of the Concerned authority to give possession in accordance with the terms of this clause, the Concerned authority shall grant an extension of time for the completion of works.

21.6 The contractor shall bear all costs and charges for special or temporary way leases required by him in connection with access to the site. The contractor shall also provide at his own cost any additional accommodation outside the site required by him for the purposes of the work.

21.7 Subject to any requirement in the contract as to completion of any section of the works before completion of the whole of the works shall be completed in accordance with provisions of clauses in the Schedule within the time stated in the contract calculated from the last day of the period named in the statement to the tender as that within which the works are to be commenced or such extended time as may be allowed.

21.8 **Delays and extension of time:**

No claim for compensation on account of delays or hindrances to the work from any cause whatever shall lie, except as hereafter defined. Reasonable extension of time will be allowed by the or by the office competent to sanction the extension, for unavoidable delays, such as may result from causes, which in the opinion of the , are undoubtedly beyond the control of the contractor. The shall assess the period of delay or hindrance caused by any written instructions issued by him, at twenty five per cent in excess or the actual working period so lost.

In the event of the failing to issue necessary instructions and thereby causing delay and hindrance to the contractor, the latter shall have the right to claim an assessment of such delay by the Director, ICAR-RCER whose decision will be final and binding. The contractor shall lodge in writing with the statement of claim for any delay or hindrance referred to above, within fourteen days from its commencement, otherwise no extension of time will be allowed.

Whenever authorised alterations or additions made during the progress of the work are of such a nature in the opinion of the as to justify an extension of time in consequence thereof, such extension will be granted in writing by the or other competent authority when ordering such alterations or additions.

22. Construction Programme:

22.1 The Contractor shall furnish within 15 days of the order of the work a programme showing the sequence in which he proposed to carry out the work, monthly progress expected to be achieved, also indicating date of procurement of materials plant and machinery. The schedule should be such that it is practicable to achieve completion of the whole work within the time limit fixed and shall obtain the approval of the Incharge. Further rate of the progress as in the program shall be kept up to date. In case it is subsequently found necessary to alter this program, the contractor shall submit sufficiently in advance the revised program incorporating necessary modifications and get the same approved by the Incharge. No revised program shall be operative with out approval of Incharge.

22.2 The Director, ICAR-RCER shall have all times the right, without any way violating this contract, or forming grounds for any claim, to alter the order of progress of the works or any part thereof and the contractor shall after receiving such directions proceed in the order directed. The contractor shall also report the progress to the Director, ICAR-RCER within 7 days of the Incharge direction to alter the order of progress of works.

22.3 The Contractor shall give written notice to the Incharge whenever planning or progress of the works is likely to be delayed or disrupted unless any further drawings or order including a direction, instruction or approval is issued by the Incharge within a reasonable time. The notice shall include details of the drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

22.4 Rate of progress/percentage of work:

i) **(30 days) 100% of contract value**

23. Speed of Work

23.1 The Contractor shall at all times maintain the progress of work to conform to the latest operative progress schedule approved by the Incharge. The contractor should furnish progress report indicating the programme and progress once in a month. The Incharge may at any time in writing direct the contractor to slow down any part or whole of the work for any reason (which shall not be questioned) whatsoever, and the contractor shall comply with such orders of the Incharge. The compliance of such orders shall not entitle the contractor to any claim of compensation. Such orders of the Incharge for slowing down the work will however be duly taken into account while granting extension of time if asked by the contractor for which no extra payment will be entertained.

23.2 Delays in Commencement or progress or neglect of work and forfeiture of earnest money, Security deposit and withheld amounts:

If, at any time, the Incharge shall be of the opinion that the Contractor is delaying Commencement of the work or violating any of the provisions of the Contractor is neglecting or delaying the progress of the work as defined by the tabular statement. "Rate of progress" in the Articles of Agreement", he shall so advise the Contractors in writing and at the same time demand compliance in accordance with conditions of Tender notice. If the Contractor neglects to comply with such demand within seven days after receipt of such notice, it shall then or at any time there after, be lawful for the Director, ICAR-RCER to take suitable action in accordance with relevant Clauses.

24. Suspension of works by the Contractor:

24.1 If the Contractor shall suspend the works, or sublet the work without sanction of the Incharge, or in the opinion of the Incharge shall neglect or fail to proceed with due diligence in the performance of his part of the Contract as laid down in the Schedule rate of progress, or if he shall continue to default or repeat such default in the respects mentioned in relevant rules of GOI, Incharge shall take action in accordance with related Clauses.

24.2 If the Contractor stops work for 28 days and the Stoppage has not been authorised by the Incharge the Contract will be terminated as per the law.

24.3 If the Contractor has delayed the completion of works the Contract will be terminated under relavant Clauses.

25. Extension of the Intended Completion Date:

25.1 The Incharge shall extend or recommend for extension, in accordance with the Government orders in force, the Intended Completion Date if a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

25.2 The Incharge shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

26. Delays Ordered by the Incharge

26.1 The Incharge may instruct the Contractor to delay the start or progress of any activity within the Work.

27. Early Warning:

27.1 The contractor is to warn the Incharge at the earliest opportunity of specific likely future events or circumstances that may adversely affect the Execution of Works.

27.2 The Contractor shall cooperate with the Incharge in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Incharge.

28. Management Meetings:

28.1 **The Incharge may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress work.**

C. QUALITY CONTROL

29. Identifying Defects:

29.1 The Incharge shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Incharge may instruct the Contractor to verify the Defect and to uncover and test any work that the Engineer considers may be a Defect.

30. Tests:

30.1 If the Incharge instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the Contractor shall pay for the test and any samples.

31. Correction of Defects:

31.1 The Incharge shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins on Completion. The defects liability period shall be extended for as long as defects remain to be corrected by the Contractor.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified defect within the length of time specified by the Incharge's notice.

32. Uncorrected defects

32.1 If the contractor has not corrected the defect within the time specified in the Incharge's notice, the Incharge will assess the cost of having the defect corrected and the contractor will pay this amount.

33. Quality Control:

In addition to the normal inspection by the regular staff in charge of the execution of work, the work may also be inspected by the, Quality control Circle or by the State or District level Vigilance Cell Unit and any other authorised external Agency if any sub-standard work or excess payments are noticed with reference to measurement books etc., during inspection, action will be taken based on their observations and these will be effected by the Incharge of the execution of the work.

D. COST CONTROL

34. Bill of Quantities:

34.1 The Bill Quantities shall contain items for the construction work to be done by the Contractor.

34.2 The Contractor is paid for the quantity of the work done as per quoted rate in the Bill of Quantities for each item.

35. Changes in the Quantities:

35.1 The contractor is bound to execute all supplemental works that are found essential, incidental and inevitable during execution of main work.

35.2 The payment of rates for such supplemental items of work will be regulated as under; Supplemental items directly deducible from similar items in the original agreement.

35.2.1 The rates shall be derived by adding to or subtracting from the agreement rate of such similar item the cost of the difference in the quantity of materials labour between the new items and similar items in the agreement worked out with reference to the Standard Schedule of Rates adopted in the sanctioned estimate with which the tenders are accepted.

35.2.2 (a) Similar items but the rates of which cannot be directly deduced from the original agreement.

(b) Purely new items which do not correspond to any item in the agreement.

35.2.3 The rates of all such items shall be Estimated Rates plus or minus overall Tender premium.

36. Extra Items:

36.1 Extra items of work shall not vitiate the contract. The contractor shall be bound to execute extra items of work as directed by the Incharge. The rates for extra items shall be worked out by the as per the conditions of the Contract and the same are binding on the Contractor.

36.2 The contractor shall before the 15th day of each month, submit in writing to the a statement of extra items if any that they have executed during the preceding month failing which the contractor shall not be entitled to claim any.

36.3 Entrustment of additional items:

36.3.1 Where ever additional items not contingent on the main work and outside the scope of original agreement are to be entrusted to the original contractor dispensing with bids and if the value of such items exceeds the limits up to which the officer is empowered to entrust works initially to contractor without calling for tenders, approval of next higher authority shall be obtained. Entrustment of such items on nomination shall be at rates not exceeding the estimated rates.

36.3.2 Entrustment of the additional items contingent on the main work will be authorised by the officers upto the monetary limits upto which they themselves are competent to accept items in the original agreement so long as the total amounts upto which they are competent to accept in an original agreement rates for such items shall be worked out in accordance with the procedure (I) For all items of work in excess of the quantities shown in the Bill of Quantities of the Tenders, the rate payable for such items shall be estimate rates for the items accepted by the competent authority.

36.3.3 Entrustment of either the additional or supplemental items shall be subject to the provisions of the agreement entered into by a Competent Authority after the tender is accepted. The Director being the authority next higher to the Director, who entered into

the agreement approves the rate for the items / variation in quantity in the current agreement. The items shall not be ordered by an officer on his own responsibility if the revised estimate or deviation statement providing for the same requires the sanction of Director.

Note: It may be noted that the term Estimate Rate used above means the rate in the sanctioned estimate with which the tenders are accepted, or if no such rates is available in the estimate, the rate derived will be with reference to the Standard Schedule of Rates adopted in the sanctioned estimate with which tenders are accepted.

37. Cash flow forecasts:

37.1 When the program is updated, the contractor is to provide the Incharge with an updated cash flow forecast.

38. Payment Certificates:

38.1 The Contractor shall submit to the Incharge monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

38.2 The Incharge shall check the Contractor's monthly statement within 14 days.

38.3 The value of work executed shall be determined by the Incharge.

38.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

38.5 The Incharge may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

39. Payments:

39.1 Payment will be made after satisfactory completion of the work.

39.2 Part Payment if any will be consider as per Govt. of India norms.

39.3 Part payment if any will be adjusted against the final payment

39.3 Payments and Certificates:

39.3.1 In case of over payments or wrong payment if any made to the contractor due to wrong interpretation of the provisions of the contract a n d c ontract conditions etc., such unauthorized payment will be deducted in the subsequent bills or final bill for the work or from the bills under any other contracts with the Government or at any time there after from the deposits available with the Government.

39.3.2 Any recovery or recoveries advised by the Government Department either state or central, due to non-fulfilment of any contract entered into with them by the contractor shall be recovered from any bill or deposits of the contractor.

39.3.3 No claim shall be entertained, if the same is not represented in writing to the Incharge within 15 days of its occurrence.

39.3.4 The contractor is not eligible for any compensation for inevitable delay in handing over the site or for any other reason. In such case, suitable extensions of time will be granted after considering the merits of the case.

40. Interest on Money due to the Contractor:

40.1 No omission by the or the sub-divisional officer to pay the amount due upon certificates shall vitiate or make void the contract, nor shall the contractor be entitled to interest upon any guarantee fund or payments in arrear, nor upon any balance which may, on the final settlement of his accounts, found to be due to him.

41. Certificate of Completion of works:

41.1 Certificate of Completion of works:

41.1.1 When the whole of the work has been completed and has satisfactory passed any final test that may be prescribed by the Contract, the Contractor may give a notice to that effect to the Incharge accompanied by an undertaking to carryout any rectification work during the period of maintenance, such notice and undertaking shall be in writing and shall be deemed to be request by the Contractor for the Incharge to issue a Certificate of completion in respect of the Works. The Incharge

shall, within twenty one days of the date of delivery of such notice either issue to the Contractor, a certificate of completion stating the date on which, in his opinion, the works were completed in accordance with the Contract or give instructions in writing to the Contractor specifying all the Works which, in the Incharge'' opinion, required to be done by the Contractor before the issue of such Certificate.

41.1.2 Incharge shall also notify the Contractor of any defects in the Works affecting completion that may appear after such instructions and before completion of the Works specified there in. The Contractor shall be entitled to receive such Certificate of the Completion within twenty one days of completion to the satisfaction of the Incharge of the Works so specified and making good of any defects so notified.

41.1.3 Similarly, the Contractor may request and the Incharge shall issue a Certificate of Completion in respect of:

a) Any section of the Permanent works in respect of which a separate time for completion is provided in the Contract, and

b) Any substantial part of the Permanent Works which has been both completed to the satisfaction of the Incharge and occupied or used by the Department.

41.1.4 If any part of the Permanent Works shall have been completed and shall have satisfactorily passed any final test that may be prescribed by the Contract, the Incharge may issue such certificate, and the Contractor shall be deemed to have undertaken to complete any outstanding work in that part of the Works during the period of Maintenance.

42. Taxes included in the Price:

42.1 The rates quoted by the contractor shall be deemed to be inclusive of the sales Tax and other taxes on all materials that the contractor will have to purchase for performance of this contract.

43. Liquidated Damages:

43.1 If for any reason, which does not entitle the contractor to an extension of item, the rate of progress of works, or any section is at any time, in the opinion of the Director, ICAR-RCER too slow to ensure completion by the prescribed time or extended time for completion Director, ICAR-RCER shall so notify the contractor in writing and the contractor shall there upon take such steps as are necessary and the Director, ICAR-RCER may approve to expedite progress so as to complete the works or such section by the prescribed time or extended time. The contractor shall not be entitled to any additional payment for taking such steps. If as a result of any notice given by the Director, ICAR-RCER under this clause the contractor shall seek the Director, ICAR-RCER permission to do any work at night or on Sundays, if locally recognised as days or rest, or their locally recognised equivalent, such permission shall not be unreasonably refused.

43.2 If the contractor fails to complete whole of the works or any part thereof or section of the works within the stipulated periods of individual mile stones (including any bonafide extensions allowed by the competent authority without levying liquidated damages), the Director, ICAR-RCER may without prejudice to any other method of recovery will deduct one hundreds of one percent of contract value per calendar day or part of the day for the period of delays subject to a maximum of 10% of the contract value not as a penalty from any monies in his hands due or which may become due to the contractor. The payment or deductions of such damages shall not relieve the contractor from his obligation to complete the works, or from any other of his obligations and liabilities under the contract

43.3 The liquidated damages for the whole of the work are @0.05% of value of contract per day for delay. The maximum amount of liquidated damages for the whole of the works is ten percent of final contract price.

The effective date will be from the date of handing over of the site after agreement and after obtaining a Program of the work.

44. Cost of Repairs:

44.1 Loss or damage to the works or materials to the works between the start date and the end of the defects correction periods shall be remedied by the contractor at the contractor's cost if the loss or damage arises from the contractor's acts or omissions.

E. FINISHING THE CONTRACT

45. Completion:

45.1 The Contractor shall request the Incharge to issue a Certificate of completion of the Works and the Incharge will do so upon deciding that the work is completed.

46. Taking Over:

46.1 The Department shall takes over the Site and the Works within seven days of the Incharge issuing a certificate of Completion based on the report given by the Consultant.

47. Final Account:

47.1 The Contractor shall supply to the Incharge a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Incharge shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Incharge shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the final Account is still unsatisfactory after it has been resubmitted, the Incharge shall decide on the amount payable to the Contractor and issue a payment certificate with in 56 days of receiving the Contractor's revised account.

48. Termination:

48.1 The Department may terminate the Contract if the contractor causes a fundamental breach of the Contract.

48.2 Fundamental breaches of Contract include, but shall not be limited to the following.

a) The Contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorised by the Incharge.

b) The Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.

c) The Incharge gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Incharge; and

d) The Contractor does not maintain a security which is required and

e) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined.

f) If the contractor, in the judgement of the Department has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment o the Government and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.

48.3 Notwithstanding the above the Department may terminate the contract for convenience.

48.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secured leave the Site as soon as reasonably possible.

49. Payment upon Termination:

49.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Incharge shall issue a certificate for the value of the work done less

advance payments received upon the date of the issue of the certificate, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and less the rate to apply to the work not completed.. If the total amount due to the Department exceeds any payment due to the Contractor the difference shall be a debt payable to the Department.

50. Property:

50.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Department if the Contract is terminated because of Contractor's default.

51. Release from Performance:

51.1 **If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Department or the Contractor the Incharge shall certify that the contract has been frustrated. The Contractor shall make the site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any work carried out after wards to which commitment was made.**

F. Special Conditions

52. Water Supply:

The Contractor has to make his own arrangements for water required for the work and to the colonies and work sites, which are to be established by the Contractor.

53. Electrical Power:

The Contractors will have to make their own arrangements for drawing electric power from the nearest power line after obtaining permission from the PESU at his own cost. In case of failure of electricity, the Contractor has to make alternative arrangements for supply of electricity by Diesel Generator sets of suitable capacity at place of work. If the supply is arranged by the Department, necessary Tariff rates shall have to be paid based on the prevailing rates.

The contractor will pay the bills of Electricity Board for the cost of power consumed by him.

The contractor shall satisfy all the conditions and rules required as per Indian Electricity Act 1910 and under rule –45(I) of the Indian Electricity Rules, 1956 as amended from time to time and other pertinent rules.

The power shall be used for bonafide Departmental works only.

53.1 Electric Power for Domestic Supply:

a) The contractor has to make his own arrangements for the supply of electric power for domestic purposes and the charges for this purpose have to be paid by him at the rates as fixed by the Bihar State Electricity Board from time to time.

b) The contractor will have to make his own arrangements to lay and maintain the necessary distribution lines and wiring for the camp at his own cost. The layout and the methods of laying the lines and wiring shall have the prior approval of the Incharge. All camp area shall be properly electrified. All lines, streets, approaches for the camp etc., shall be sufficiently lighted for the safety of staff and labour of the contractor, at the cost of the Contractor and it will be subject to the approval of the Incharge.

54. Land:

54.1 Land for Contractor's use:

The contractor will be permitted to use Government land for execution of work. The contractor shall have to make his own arrangements for acquiring and clearing the site, leveling, providing drainage and other facilities for labour staff colonies, site office, workshop or stores and for related activities. The Contractor shall apply to the Department within a reasonable time after the award of the contract and atleast 30 days in advance of its use, the details of land required by him for the work at site and the land required for his camp and should any private land which has not been acquired, be required by the

contractor for his use. The same may be acquired by the contractor at his own cost by private negotiations and no claim shall be admissible to him on this account. The Incharge reserves the right to refuse permission for use of any government land for which no claim or compensation shall be admissible to the contractor. The contractor shall, however, not be required to pay cost or any rent for the Government land given to him.

54.2 Surrender of occupied land

a) The Government land as here in before mentioned shall be surrendered to the Incharge within seven days, after issue of completion certificate. Also no land shall be held by the contractor longer than the Incharge shall deem necessary and the contractor shall on the receipt of due notice from the Incharge, vacate and surrender the land which the Incharge may certify as no longer required by the Contractor for the purpose of the work.

b) The contractor shall make good to the satisfaction of the Incharge any damage to areas, which he has to return or to other property or land handed over to him for purpose of this work. Temporary structures may be erected by the contractor for storage sheds, offices, residences etc., for non-commercial use, with the permission of the on the land handed over to him at his own cost. At the completion of the work these structures shall be dismantled site cleared and handed over to the. The land required for providing amenities will be given free of cost from Government lands if available otherwise the contractor shall have to make his own arrangements.

54.3 Contractor not to dispose off Spoil etc.,

The contractor shall not dispose off or remove except for the purpose of fulfilment of this contract, sand, stone, clay ballast, earth, trees and shrubs or other materials obtained in the excavation made or lying on the site of the work, and all such materials and produce shall remain property of the Government. The Department may upon request from the contractor, or if so stipulated in the conditions of the contract allow the contractor to use any of the above materials for the works either free of cost or after payment as may be specifically mentioned or considered necessary during the execution of the work.

55. Roads:

In addition to existing public roads and roads Constructed by Government, if any, in work area all additional approach roads inside work area and camp required by the Contractor shall be constructed and maintained by him at his own cost. The layout design, construction and maintenance etc. of the roads shall be subject to the approval of the Incharge. The contractor shall permit the use of these roads by the Government free of charge.

It is possible that work at, or in the vicinity of the work site will be performed by the Government or by other contractors engaged in work for the Government during the contract period. The contractor shall without charge permit the government and such other contractor and other workmen to use the access facilities including roads and other facilities, constructed and acquired by the contractor for use in the performance of the works.

The contractor's heavy construction traffic or tracked equipment shall not traverse any public roads or bridges unless the contractor has made arrangement with the authority concerned. In case contractor's heavy construction traffic or tracked equipment is not allowed to traverse any public roads or bridges and the contractor is required to make some alternative arrangements, no claim on this account shall be entertained. The contractor is cautioned to take necessary precautions in transportation of construction materials to avoid accidents.

56. Payment for Camp Construction

No payment will be made to the contractor for construction, operation and maintenance of camp and other camp facilities and the entire cost of such work shall be deemed to have

been included in the tendered rate for the various items of work in the schedule of quantities and bids.

57. Explosive And Fuel Storage Tanks

No explosive shall be stored within ½ (half) KM of the limit of the camp sites. The storage of gasoline and other fuel oils or of Butane, Propane and other liquefied petroleum gases, shall confirm to the regulations of Andhra Pradesh State Government and Government of India. The tanks, above ground and having capacity in excess of 2000 liters, shall not be located within the camp area, nor within 200m, of any building.

58. Labour:

The contractor shall, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

Labour importation and amenities to labour and contractor's staff shall be to the contractor's account. His quoted rate shall include the expenditure towards importation of labour amenities to labour and staff;

The contractor shall, if required by the Incharge deliver to the Incharge a written in detail, is such form and at such intervals as the Incharge may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the contractor on the Site and such information respecting Contractor's Equipment as the Incharge may require.

58.1 Transportation of Labour:

I. The contractor shall make his own arrangement for the daily transportation of the labour and staff from labour camps colonies to the work spot and no labour or staff of the contractor shall stay at the work spot. No extra payment will be made to the contractor for the above transportation of the labour and his quoted rate to the work shall include the transportation charges of labour from colonies to work spot and back.

II. The contractor will at all times duly observe the provisions of employment of children Act XXVI of 1938 and any enactment or modification of the same and will not employ or permit any person to do any work for the purpose under the provisions of this agreement in contravention of said Act. The contractor here by agrees to indemnify the department from and against all claims, penalties which may be suffered by the department or any person employed by the department by any default on the part of the contractor in the observance and performance of the provisions of the employment of children Act. XXVI of 1938 or any enactment or modification of the same.

The contractor shall obtain the insurance at his own cost to cover the risk on the works to labour engaged by him during period of execution against fire and other usual risks and produce the same to the concerned before commencement of work as per govt. guidelines.

59. Safety Measures:

1. The contractor shall take necessary precautions for safety of the workers and preserving their health while working in such jobs, which require special protection and precautions. The following are some of the measures listed but they are not exhaustive and contractor shall add to and augment these precautions on his own initiative where necessary and shall comply with directions issued by the or on his behalf from time to time and at all times.
2. Providing protective foot wear to workers situations like mixing and placing of mortar or concrete sand in quarries and places where the work is done under much wet conditions.
3. Providing protective head wear to workers at places like under ground excavations to protect them against rock falls.
4. Providing masks to workers at granulates or at other locations where too much fine dust is floating about and sprinkling water at frequent intervals by water hoses on all stone crushing area and storage bins abate to dust.

5. Getting the workers in such jobs periodically examined for chest trouble due to too much breathing in to fine dust.
6. Taking such normal precautions like fencing and lightening in excavation of trenches, not allowing rolls and metal parts of useless timber spread around, making danger areas for blasting providing whistles etc.
7. Supply work men with proper belts, ropes etc., when working in precarious slopes etc.
8. Avoiding named electrical wire etc., as they would electrocute the works.
9. Taking necessary steps towards training the workers concerned on the machinery before they are allowed to handle them independently and taking all necessary precautions in around the areas where machines hoists and similar units are working.

60. Fair Wage Clause:

1. The contractor shall pay not less than fair wages to labourers engaged by him on the work.
2. "Fair" wages means wages whether for time of piecework notified by the Government from time in the area in which the work is situated.
3. The contractor shall not with-standing the revisions of any contract to the contrary cause to be paid to the labour, in directly engaged on the work including any labour engaged by the sub-contractor in connection with the said work, as if the laborers had been directly employed by him.
4. In respect of labour directly or indirectly employed in the works for the purpose of the contractors part of the agreement the contractor shall comply with the rules and regulations on the maintenance of suitable records prescribed for this purpose from time to time by the Government. He shall maintain his accounts and vouchers on the payment of wages to the laborers to the satisfaction of the Incharge.
5. The shall have the right to call for such record as required to satisfy himself on the payment of fair wages to the labourers and shall have the right to deduct from the contract amount a suitable amount for making good the loss suffered by the worker or workers by reason of the "fair wages" clause to the workers.
6. The contractor shall be primarily liable for all payments to be made and for the observance of the regulations framed by the Govt. from time to time without prejudice to his right to claim indemnity from his sub-contractors.
7. **As per contract labour (Regulation and abolition) Act. 1970 the contractor has to produce the license obtained from the licensing officers of the labour department along with the tender or at the time of agreement.**
8. Any violation of the conditions above shall be deemed to be a breach of his contract.
9. Equal wages are to be paid for both men and women if the nature of work is same and similar.
10. The contractor shall arrange for the recruitment of skilled and unskilled labour local and imported to the extent necessary to complete the work within the agreed period as directed by the Engineer-in-charge in writing.

61. Indemnity Bond:

Name of work: Construction of brick soling in the Lane around DLFM field plots at ICAR RCER, Patna (Size: 350m and Width: 2.0m).

I ……. contractor S/o…….... aged ……Resident of ……. do hereby bind myself to pay all the claims may come (a) under Workmen's Compensation Act. 1933 with any statutory modification there of and rules there under or otherwise for or in respect of any damage or compensation payable in connection with any accident or injury sustained (b) under Minimum wages Act 1948 (c) under payment of wages Act.1936 (d) under the Contractor labour (Regulation and Abolition) Act. 1970 by workmen engaged for the performance of the business relating to the above contract i.e., failing such payment of claims of workmen engaged in the above work, I abide in accepting for the recovery of such claims, effected from any of my assets with the departments.

62. Compliance with Labour Regulations:

During continuance of the contract, the contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notifications that may be issued under any labour law in future either by the State or the Central Government or the local authority and also applicable labour regulations, health and sanitary arrangements for workmen, insurance and other benefits. Salient features of some of the major labour laws that are applicable to construction industry are given below. The contractor shall keep the Department indemnified in case any action is taken against Department by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Department is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provision stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the contractor, the Incharge /Department shall have the right to deduct any money due to the contractor including his amount of performance security. The Department/Incharge shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the Department.

The employees of the Contractor and the Sub-contractor in no case shall be treated as the Department of the Department at any point of time.

63. Salient features of some major labour laws applicable to establishment engaged in buildings and other construction work:

(a) <u>Workmen compensation Act 1923:</u> The Act provides for compensation in case if injury by accident arising out of and during the course of employment.

(b) <u>Payment of Gratuity Act 1972:</u> Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if any employee has completed 5 years service or more, or on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments, employing 10 or more employees.

(c) <u>Employees P.F. and Miscellaneous provision Act 1952:</u> The Act provides for monthly contributions by the Department plus workers @ 10% or 8.33%. The benefits payable under the Act are:

(i) Pension or family pension on retirement or death, as the case may be.

(ii) Deposit linked insurance on the death in harness of the worker.

(iii) Payment of P.F. accumulation on retirement/death etc.,

(d) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinements or miscarriage etc.

(e) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the Principal Department by Law. The Principal Department is required to take certificate of Registration and the contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Department if they employ 20 or more contract labour.

(f) Minimum wages Act 1948: The Department is supposed to pay not less than the Minimum wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment construction of Buildings, Roads, Runways are scheduled employments.

(g) Payment of wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made form the wages of the workers.

(h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male or Female workers and for not making discrimination against Female employee in the matters of transfers, training and promotions etc.

(i) Payment of Bonus Act 1965: The Act Is applicable to all establishments employing 20 or more employees. The Act provides for payment of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs. 3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per months or above and upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/- per monthly only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

(j) Industrial Disputes Act 1947: The Act lays down the machinery and procedure fo resolution of Industrial disputes, in what situations a strike or lock- out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

(k) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the State and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Department on matters provided in the Act and get the same certified by the designated Authority.

(l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and Departments. The Trade Unions registered under the act have been given certain immunities from civil and criminal liabilities.

(m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes, Employment Child Labour is prohibited in Building and Construction Industry.

(n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of service) Act 1979: The Act applicable to an establishment, which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another State). The inter State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.

(o) The Building and Other Construction workers (regulation of Employment and conditions of service) Act 1996 and the Cess Act of 1996: All the establishments who

carryon any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Department of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Department to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

(p) Factories Act 1948: The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 person or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

64. Liabilities of the Contractor

64.1 Accident Relief and workmen compensation:

The contractor should make all necessary arrangements for the safety of workmen on the occurrence of the accident, which results in the injury or death of any of the workmen employed by the contractor, the contractor shall within 24 hours of the happenings of the accident and such accidents should intimate in writing to the Consultant and Incharge of the Centre. The contractor shall indemnify Centre against all loss or damage sustained by the Centre resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by Centre as a consequence of Centre failure to give notice under workmen's compensation Act or otherwise conform to the provisions of the said Act in regard to such accident.

64.2 In the event of an accident in respect of which compensation may become payable under the workmen's compensation Act VIII 23 whether by the contractor, by the Government it shall be lawful for the Incharge to retain such sum of money which may in the opinion of the Incharge be sufficient to meet such liability. The opinion of the Incharge shall be final in regard to all matters arising under this clause.

64.3 The contractor shall at all times indemnify the Centre against all claims which may be made under the workmen's compensation act or any statutory modification thereafter or rules there under or otherwise consequent of any damage or compensation payable in consequent of any accident or injuries sustained or death of any workmen engaged in the performance of the business relating to the contractor.

65. Contractor's Staff, Representatives and Labour:

(a) The contractor shall, at all times, maintain on the works, staff of qualified Engineers, and Supervisors of sufficient experience of similar other jobs to assure that the quality of work turned out shall be as intended in the specifications. The contractor shall also maintain at the works, a Work Manager or sufficient status, experience and office and duly authorize him to deal with all aspects of the day-today work. All communications to any commitments by the Work Manager shall be considered as binding on the Contractor.

(b) The Contractor shall at all times submit details of skilled and unskilled labour and equipment employed to the Incharge in prescribed proforma as he may require to assess and ensure the proper progress of work.

(c) If the contractor does not employ the technical person agreed to on the work a fine may be imposed as decided by the Competent Authority.

66. Accommodation and food:

The contractor should arrange accommodation he needs, at his own cost. The contractor shall make his own arrangements for supply of food grains, fuel and other provision to his staff and labourers including controlled commodities.

67. Relationship :

Contractor shall have to furnish information along with tender, about the relationship he is having with any officer of the Centre.

68. Protection of adjoining premises:

The contractor shall protect adjoining sites against structural, decorative and other damages that could be caused by the execution of these works and make good at his cost any such damages.

69. Work during night or on Sundays and holidays:

The works can be allowed to be carried out during night, Sundays or authorised holidays in order to enable him to meet the schedule targets and the work shall require almost round the clock working keeping in view:

(i) The provisions of relevant labour laws being adhered to:

(ii) Adequate lighting, supervision and safety measures are established to the satisfaction of the and

(iii) The construction programme given by the Contractor and agreed upon by the envisages such night working or working during Sundays or authorised holidays

70. Layout of materials stacks:

The contractor shall deposit materials for the purpose of the work on such parts only of the ground as may be approved by the Incharge before starting work. A detailed survey, clearly indicating position and areas where materials shall be stacked and sheds built is to be conducted by the contractor at his own cost and only after obtaining necessary approval of the plan for use of sites by the Incharge, the Contractor can use the sites accordingly.

71. Use of blasting materials:

Procurement of blasting materials and its storage is the responsibility of the contractor. The contractor shall engage licensed blaster for blasting operation. The contractor is to act in accordance with Indian Explosive Act and other rules prevailing, during the execution of work. It is the responsibility of the contractor to see, that works by other agencies in the vicinity are not hampered, in such cases if any claim is made by other agencies that should be borne by the contractor. Carriage of blasting materials, from the magazine to the work site, is the responsibility of the contractor.

72. Plant and Equipment:

72.1 The contractor shall have sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress on the work as per the approval progress schedule. The working and shifts hours shall comply with the Govt. Regulations in force.

72.2 It is to expressly and clearly understood that contractor shall make his own arrangements to equip himself with all machinery and special tools and plant for the speedy and proper execution of the work and the department does not undertake responsibility towards their supply.

72.3 The department shall supply such of the machinery that may be available on hire basis but their supply cannot be demanded as matter of right and no delay in progress can be attributed to such non-supply of the plant by the department and the department cannot be made liable for any damage to the contractor. The Contractor shall be responsible for safe custody of the departmental machinery supplied to him (which will be delivered to contractor at the machinery yard at site of work) and he has to make good all damages and losses if any other than fire, wear and tear to bring it to the conditions that existed at the time of issue to the contractor before handing over the same to the department. The hire charges for the machinery handed over to the contractor will be recovered at the rate prevalent at the time of supply. The contractor will have to execute supplemental agreement with at the time of supply of the machinery.

72.4 The acceptance of departmental machinery on hire is optional to the contractor.

73. Steel forms:

Steel forms should be used for all items involving and use of centering and shuttering shall be single plane without any dents and undulations.

74. Inconvenience to public:

The contractor shall not deposit materials at any site, which will cause inconvenience to public. The Incharge may direct the contractor to remove such materials or may undertake the job at the cost of the contractor.

75. Conflict of interest:

Any bribe, commission, gift or advantage given, promised or offered by on behalf of contractor or his partner, agent or servant or any one on his behalf to any officer, servant, representatives, agents of Incharge or any persons on their behalf, in relation to the obtaining or to execution of this, or any other contract with Incharge shall in addition to any criminal liability, which it may occur, subject to the cancellation of this or all other contracts and also to payment of any loss or damage resulting from any such cancellation. Incharge shall then be entitled to deduct the amount, so payable from any money, otherwise due to the contractor under this or any other contract.

76. Contract documents and materials to be treated as confidential:

All documents, correspondences, decisions and orders, concerning the contract shall be considered as confidential and/or restricted in nature by the contractor and he shall not divulge or allow access to them by any unauthorized person

77. General obligations of Contractor:

77.1 The contractor shall, subject to the provision of the contract and with due care and diligence, execute and maintain the works in accordance with specifications and drawings.

77.2 The contractor shall promptly inform the Department and the Incharge of any error, omission, fault and such defect in the design of or specifications for the works which are discovered when reviewing the contract documents or in the process of execution of the works.

77.3 If Contractor believes that a decision taken by the Incharge was either outside the authority given to the Incharge by the Contract or that the decision was wrongly taken, the decision shall be referred to the technical expert within 14 days of the notification of the Incharge's decisions.

77.4 Pending finalisation of disputes, the contractor shall proceed with execution of work with all due diligence

78. Security measures:

a) Security requirements for the work shall be in accordance with the Government's general requirements including provisions of this clause and the Contractor shall conform to such requirements and shall be held responsible for the actions of all his staff, employees and the staff and employees of his sub-contractors

b) All contractors' employees, representatives and sub-contractor's employees shall wear identifications badges provided by the contractor. Badges shall identify the contractor, showing and employee's number and shall be worn at all times while at the site. Individual labour will not be required to wear identification badges.

c) All vehicles used by the contractor shall be clearly marked with contractor's name.

d) The contractor shall be responsible for the security of the works for the duration of the contract and shall provide and maintain continuously adequate security personnel to fulfil these obligations. The requirements of security measures shall include, but not limited to maintenance of order on the site, provision of all lighting, fencing, guard flagmen and all other measures necessary for the protection of the works within the colonies, camps and elsewhere on the site, all materials delivered to the site, all persons employed in connection with the works continuously throughout working and non working period including nights, Sundays and holidays for duration of the contract.

e) Other contractors working on the site concurrently with the contractor will provide security for their own plant and materials. However, their security provisions shall in no way relieve the contractor of his responsibilities in this respect.

f) Separate payment will not be made for provision of security services.

79. Fire fighting measures:

a) The contractor shall provide and maintain adequate fire fighting equipment and take adequate fire precaution measures for the safety of all personnel and temporary and permanent works and shall take action to prevent damage to destruction by fire of trees shrubs and grasses.

b) Separate payment will not be made for the provision of fire prevention measures.

80. Sanitation:

The contractor shall implement the sanitary and watch and ward rules and regulations for all forces employed under this contract and if the Contractor fails to enforce these rules, the Incharge may enforce them at the expenses of the Contractor.

81. Training of personnel:

The contractor, shall, if and as directed by the Incharge provide free of any charge adequate facilities, for vocational training of Government Officers, students, Engineers, supervisors, foremen, skilled workmen etc. not exceeding six in number at any one time on the contractor's work. Their salaries, allowances etc. will be borne by the Government and the training schemes will be drawn up by the Incharge in consultation with the contractor.

82. Ecological balance:

a) The contractor shall maintain ecological balance by preventing de-forestation, water pollution and defacing of natural landscape. The contractor shall so conduct his construction operation as to prevent any unnecessary destruction, scarring, or defacing of the natural surrounding in the vicinity of the work. In respect of the ecological balance, Contractor shall observe the following instructions.

i) Where unnecessary destruction, scarring, damage or defacing may occur, as result of the operation, the same shall be repaired replanted or otherwise corrected at the contractor's expense. The contractor shall adopt precautions when using explosives, which will prevent scattering of rocks or other debris outside the work area. All work area including borrow areas shall be smoothened and graded in a manner to conform to the natural appearances of the landscape as directed by the Incharge.

ii) All trees and shrubbery which are not specifically required to be cleared or removed for construction purposes shall be preserved and shall be protected from any damage that may be caused by the contractor's construction operation and equipment. The removal of trees and shrubs will be permitted only after prior approval by the Incharge. Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, blasting, excavating, dumping, chemical damage or other operation and the contractor shall adequately protect such trees by use of protective barriers or other methods approval by the Incharge. Trees shall not be used for anchorages. The contractor shall be responsible for injuries to trees and shrubs cause by his operations. The term "injury" shall include, without limitation bruising, scarring, tearing and breaking of roots, trunks or branches. All injured trees and shrubs be restored as nearly as practicable without delay to their original condition at the contractor's expense.

(iii) The contractor's construction activities shall be performed by methods that will present entrance or accidental spillage of solid matter contaminants, debris and other objectionable pollutants and wastage into river. Such pollutant and waste include earth and earth products, garbage, cement concrete, sewage effluent, industrial wastes, radio-active substances, mercury, oil and other petroleum products, aggregate processing, mineral salts and thermal pollution. Pollutants and wastes shall be disposed off in a manner and at sites approved by the Incharge.

(iv) In conduct of construction activities and operation of equipments the contractor shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize the air pollution. The excessive omission of dust in to the atmosphere will not be permitted during the manufacture, handling and storage of concrete

aggregates and the contractor shall use such methods and equipment as a necessary for collection and disposal or prevention of dust during these operation. The contractor's methods of storing and handling cement shall also include means of eliminating atmospheric discharges of dust, equipment and vehicles that give objectionable omission of exhaust gases shall not be operated. Burning of materials resulting from clearing of trees, bushes, combustible construction materials and rubbish may be permitted only when atmospheric conditions for burning are considered favourable.

b) Separate payment will not be made for complying with the provisions of this clause and all cost shall be deemed to have been included in the unit rates and prices included in the contract if any provision is not complied with within a reasonable time even after issue of a notice in this respect, the necessary operations would be carried out by the Incharge at the cost of the Contractor, Orders of the Incharge in this respect would be final and binding on the contractor.

83. Preservation of existing vegetation:

a) The contractor will preserve and protect all existing vegetation such as trees, on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Incharge. The contractor will be held responsible for all unauthorized cutting or damage of trees, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment. Care shall be taken by the Contractor in felling tress authorised for removal to avoid any unnecessary damages to vegetation and tress that are to remain in place and to structures under construction or in existence and to workmen.

b) All the produce from such cutting of trees by the contractor shall remain the property of Government and shall be properly stacked at site, approved by the Incharge. No payment whatsoever, shall be made for such cutting and its stacking by the Contractor. If an produce from such cutting is not handed over to the Government by the contractor, he shall be charged for the same at the rates to be decided by the Incharge. The recovery of this amount shall be made in full from the intermediate bill that follows.

c) The contractor shall also make arrangements of fuel deposits for supply of required fuel for the labourer to be employed for cooking purpose at his own cost in order to prevent destruction of vegetation growth in the surrounding area of the work site.

84. Possession prior to completion:

The Incharge shall have the right to take possession of or use any completed part of work or works or any part there of under construction either temporarily or permanently. Such possession or use shall not be deemed as an acceptance of any work either completed or not completed in accordance with the contract, except where expressly otherwise specified by the Incharge.

85. Payment upon termination:

If the contract is terminated because of a fundamental breach of contract by the contractor, the Incharge shall issue a certificate for the value of the work done less advance payment received upon the date of the issue of the certificate and less the rate to apply to the work not completed as indicated in the contract data. Additional liquidated damages shall not apply. If the total amount due to the Department exceeds any payment due to the contractor the difference shall be a debt payable to the Department. In case of default for payment within 28 days from the date of issue of notice to the above effect, the contractor shall be liable to pay interest at 12% per annum for the period of delay.

86. Access to the contractor's books:

Whenever it is considered necessary by the Incharge to ascertain the actual cost of execution of any particular extra item of work or supply of the plant or material on which advance is to be made or of extra items or claims, he shall direct the contractor to produce the relevant documents such as payrolls, records of personnel, invoices of materials and any or all data relevant to the item or necessary to determine its cost etc. and the contractor shall when so required

furnish all information pertaining to the aforesaid items in the mode and manner that may be specified by the Incharge.

87. Drawing to be kept at site:

One copy of the drawings furnished to the contractor shall be kept by the contractor on the site and the same shall at all reasonable time be available for inspection and use by the Incharge and the Incharge's representative and by any other persons authorized by the Incharge in writing.

88. B.I.S. [I.S.I.] books to be kept at site:

A complete set of Indian Standard specification referred to in "Technical Specifications" shall be kept at site for reference.

89. Site Order Book:

An order book shall be kept at the site of the work. As far as possible, all orders regarding the work are to be entered in this book. All entries shall be signed and dated by the Department Officer in direct charge of the work and by the contractor or by his representative. In important cases, the Incharge will countersign the entries, which have been made. The order book shall not be removed from the work, except with the written permission of the Incharge.

90. Variations by way of modification, omissions or additions:

For all modifications, omissions from or additions to the drawings and specifications, the will issue revised plans, or written instructions, or both and no modification, omission or addition shall be made unless so authorised and directed by the Incharge in writing. The shall have the privilege of ordering modifications, omission or additions at any time before the completion of the work and such orders shall not operate to annual those portions of the specifications with which said changes do not conflict. 's Decision:

It shall be accepted as in separable part of the contract that in matters regarding materials, workmanship, removal of improper work, interpretation of the contract drawings and contract specification, mode of the procedure and the carrying out o the work, the decision of the Incharge, which shall be given in writing shall be binding on the contractor.

91. Income tax

a) During the currency of the contract deduction of income tax at 2.24% shall be made from the gross value of each bill of the contract, the contract value of which is in excess of Rs. 10,000/- for deduction of tax at rates lower than 2.24% procedure stipulated under section 194-C(4) of Income Tax Act, 1961 shall be followed.

b) Income Tax clearance certificate should be furnished before the payment of final bill.

c) The contractor's staff, personnel and labour will be liable to pay personnel income taxes in respect of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

92. Value Added Tax (VAT):

92.1. The Contractor has to pay the Sales Tax/ VAT wherever payable.

92.2. The contractor should produce a valid Value Added Tax Clearance Certificate before the payment of the final bill, otherwise payment to the contractor will be withheld.

93. Supply of construction materials:

i) The contractor has to make his own arrangements for procurements, supply and use of construction materials.

ii) All materials so procured should confirm to the relevant specifications indicated in the bidding documents.

iii) The contractor shall follow all regulations of the Department/Government of India in respect of import licenses etc., of the procurement of the materials is through imports and he shall be responsible for the payment of applicable duties and taxes, port clearances, inland transportation etc.

iv) The contractor shall make his own arrangements for adequate storage of the materials.

ADDITIONAL CONDITIONS TO TENDER NOTICE

A Statement giving brief particulars of equipment and resources that will be put at the disposal of the work under the following classification should accompany the tender

1. a. Equipment transport for material viz. Lorrie / Carts, Crushers etc.,
   b. Organization: 1.Technical 2. Unskilled
   c. Methods that will be adopted to speed up the work to ensure completion within the prescribed time.
2. The contractor shall make his own arrangements for all the tools and plants required for the execution of the work. The equipment if any, available with the Department may be hired to the contractor at rates and conditions prescribed by the Department.
3. National Savings Certificates and other Government Bonds will not be accepted towards the Earnest Money Deposit.
4. A Separate tender must be submitted to each work as mentioned in the list of works enclosed. Tenders submitted for more than one work in one cover will be rejected. Only one tender should be enclosed in the cover.
5. All rejected materials shall be removed from the site, within 24 hours after written instructions of rejecting and materials and ordering their removal have been issued in case of default, on the part of the contractor to carryout such order, the materials will be got removed through other agency at the contractor's risk and cost.
6. All materials rejected or obstructing traffic shall be removed by the Contractor, with the least possible delay, within the time specified, failing which it is open to the Department to remove them at the contractor's risk, through other agency. All labour in testing and measuring during measurements and check measurements should be borne by the contractor.
7. The contractor shall with his own expenses, make all the arrangements and take all possible steps and precautionary measures, for the safety of the public, during the execution of the electrical works. The rates offered by the contractor should be inclusive of such incidental charges.
8. Fully accepted agreement rates will be paid only after all the items of work are completed. The agreement executing authority will decide the exact items, the rates of which are considered to be high, for the purpose of this clause and his decision of the Incharge shall be final and binding on the contractor.
9. **As per new section 104 – C of the Income Tax 1961, deduction at the rate of 2.24% on the gross amounts of payments, will be made towards Income Tax should the value of the contract exceeds Rs. 10,000/- (Vide Government of India Reference F. N. 275 / 100/ 72 –1 – TJI – dated 29-5-72).**
10. Where the value of the contract exceeds the sum of Rs. 10,000/- the contractor has to produce a valid income tax clearance certificate along with the tender, atleast at the time of payment of final bill of the work. In case the final bill is withheld, the bill will be paid only after production of the certificate.
11. Once a contractor buys a tender schedule he shall not be permitted to return the schedule.

GENERAL SPECIFICATIONS

1. General Specifications for (Name of the work)

2. General Specifications and Instructions for Electrical Work

1. I.E. RULES 1956: The installation shall generally be carried out in conformity with the Indian Electricity rule 1956 as amended from time to time and National Electrical code which contains specific regulations to be adhered to in the supply and use of electricity energy in the interest of safety.

2. PRESSURE AND FREQUENCY OF SUPPLY: All current consuming devices shall be suitable for the pressure and frequency of supply stated in the special conditions of contract

3. SYSTEM OF WIRING: The wiring shall be carried out on such a system as may be specified in the conditions of contract. "Power wiring shall be kept separate and distinct from lighting wiring. All conductors shall be run as far as possible along the walls and ceiling, so as to be easily accessible for inspection. The balancing of circuits in 3 phase

a) General Conditions for Electrical Works

1. The make of material mentioned in the Schedule – A, should be used on the work in variably and the Department reserves the right to insist upon using any of the make of the material mentioned in the Schedule – A from their choice.
2. The work shall be carried out strictly in conformity with (i) code of practice for Electrical wiring and fittings in Government Building (ii) The Indian Standard Specification (iii) The Department specification, if the work carried out does not comply with the code of practice and Departmental specifications and if the work man ship is unsatisfactory it will be binding of the contractor to redo the job without any extra cost and pay penalty as decided by the department towards inconvenience caused , if any.
3. The work should be carried out under the direct supervision of persons holding a certificate of competency for the type of work involved.
4. After completion of work a plan of building should be furnished indicating the location of various main and sub- boards and all the fittings together with a circuit diagram duly numbered (in the diagram)
5. The contractor will be responsible for any defect noticed during either improper workmanship or defective materials supplied by him for two calendar years from the date of final completion of work.
6. Lugs should be provided for all earth connections.
7. The contractor himself should arrange for the transportation of men and material to their work spot.
8. All Civil works and patch works indicated for providing electrical installations should be well finished to the satisfaction of the authorities. A certificate from them should be obtained to the effect that the Civil and patch work done is to the satisfaction of authorities. It will be the responsibility of the electrical contractor to obtain such certificate from the Engineer. Unless such certificate is produced this office will have right to with held the bill.
9. Concreting to the pole and providing independent earthing should be done in presence of departmental staff.
10. The distribution boards with Switch controls shall be separate in each floor for normal supply and essential supply.
11. The lighting circuits shall be provided with separate conductor to enable to connect the normal lighting and essential lighting without linking to any of the above systems to ensure to switch over to essential supply in order to have minimum lighting to avoid inconvenience to the staff working.

12. The control for the luminaire to be provided in the hall for both to be connected to the normal supply and essential supply shall be separate and away from the each system.
13. For the points to be connected to essential supply, a separate conduit system is to be laid as enumerated in the above conditions includes circuit main of any system.
14. The locations for the D. B's and Switch controls for essential supply will be decided during the course of execution where the circuit conduit way have to be terminated.
15. The tenderer / agency is bound to supply the materials prescribed in Schedule – A and no change of specification and make will be entertained. The tenderer has to survey the market regarding availability of the materials for specified item brand / specified make in schedule – A of the tender schedules before tendering for the work. In case of Discrepancy Final Decision will be taken by the tender accepting authority.
16. The tenderer has to furnish the copy of the relevant test certificates /delivery challan against the materials supplied in support of genuine electrical materials.
17. Tenderer has to furnish compliance report comprising the details of the testing of the installation duly indicating IR values and fitness before the Energisation as per IE rules and he is solely responsible after Energisation of the installation during the defect liability.
18. It is bounded duty of the tenderer to see that the site is taken over after issue of the work order or after signing the agreement and should commence the work without delay. Any failure in this regard will be viewed seriously and necessary penalty will be levied as per agreement conditions.
19. The tenderer has to keep the necessary test equipment at site at his own cost for the convenience of the inspecting officers till the work is completed.

Drawings

1. Discrepancies

1.1 In case of discrepancies between documents the following order of procedure shall apply:-

1.1.1 Between the written description of written dimensions in the drawings and the corresponding one in the specifications, the latter shall apply.

1.1.2 Figured dimensions shall supersede scaled dimensions. The drawings on a larger scale shall take precedence over those on a smaller scale.

1.1.3 Drawings issued as construction drawings from time to time shall supersede tender drawings and also the correspondence drawings previously issued.

Note: The contractor should not execute any component of work without obtaining the working drawings. Any work done without drawings shall be at the contractor's responsibility only. Acceptance for such work will be at the discretion of the Incharge.

2.0 SECRECY CLAUSE

The drawings and specifications made available to the tenderer shall exclusively be used on the work and they are retained from passing on each plan to any unauthorized hand either in parts or in full under the provisions of Section-3 and 5 of the official secrets Act 1923. Any violation in this regard will entail suitable action under appropriate clause or official secret Act 1923.

3. The Drawings enclosed to the tender are as follows:
   a. Site plan and Building Plan **(as per page No.).**

BILL OF QUANTITIES

Name of work: Construction of brick soling in the Lane around DLFM field plots at ICAR RCER, Patna (Size: 350m and Width: 2.0m).

PREAMBLE

1. The Bill of Quantities shall be read in conjunction with the instructions to Tenderers, General and Special conditions of Contract Technical Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide common basis for tendering. The quantities here given are those upon which the lumpsum tender cost of the work is based but they are subject to alterations, omissions, deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The basis of payment will be actual quantities of work ordered and carried out as measured by the Contractor and verified by the Engineer and valued at the estimate rate plus or Bill of Quantities where applicable, and otherwise at such rates and prices as the Incharge may fix within the terms of Contract.
3. The estimate rates in the Bill of Quantities shall, except in so-far as it is otherwise provided under the Contract include cost of all constructional material, labour, machinery, transportation, erection, maintenance, profit, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract.
4. The plans enclosed with the tender are liable to be altered during execution of work as per necessity of site conditions. The Tender rate quoted by the tenderer shall hold good for execution of work even with altered plans.
5. The whole cost of complying with the provisions of the Contract shall be included in the estimated rates for items provided in the Bill of Quantities and where no items are provided in the Bill of Quantities, their cost shall be deemed to be distributed among the estimate rates entered for the related items of work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering estimate rate against each item in the Bill of Quantities.
7. The method of measurements of completed work for payment shall be in accordance with the relevant B.I.S. Codes.
8. All items of work are to be executed as per the drawings / specifications supplied with the contract documents.
   If there is any contradiction between the drawings and the text of the specifications, the later shall prevail.
9. The Tenderer should inspect and select the quarries of his choice before he quotes the tender rate in the Schedule of Bill of Quantities and satisfy himself about the availability of required quantum of materials.
10. Diversion drains should be excavated before completion of the embankments and the useful soils should be used in the nearby embankments.
11. The actual mix proportion by weight to be adopted during execution will be got designed in the laboratories to suit the grade of concrete and mortar to be used. It will be the responsibility of the contractor to manufacture concrete and mortar of required strength.
12. The quantum of measurement for all items of earthwork involving conveyance manually or by machinery shall be as assessed by level measurement. The measurements for the embankment will be for the consolidated banks only.
13. Wherever bailing out of water is involved either for excavation or for foundations or for constructions, the rate quoted shall take into account the dewatering charges necessary. No separate payment will be made for dewatering.

14. Wherever embankment work is involved, useful soils approved by the Incharge from the cutting reaches and diversion drains shall be taken and used for forming nearby embankments soils used for constructions will be at free of cost.
15. The quoted tender rates shall also include the work of any kind necessary for the due and satisfactory construction, completion and maintenance of the works according to the drawings and these specifications and further drawings and orders that may be issued by the Incharge from time to time. The quoted tender rate shall include compliance by the Contractor with all the general conditions of contract, whether specifically mentioned or not in the various clauses of these specifications, all materials, machinery, plant, equipment, tools, fuel, water, strutting, timbering, transport, offices, stores, workshop staff, labour and the provision of proper and sufficient protective works, diversions, temporary fencing and lighting. It shall also include safety of workers, first aid equipments suitable accommodation for the staff and workmen, with adequate sanitary arrangements, the effecting and maintenance of all insurances, the payment of all wages, salaries, fees, royalties / Taxes, duties or other charges arising out of the execution of works and the regular clearance of rubbish, reinstatement and clearing-up of the site as may be required on completion of works safety of the public and protection of the works and adjoining land. The work of Building in quality control / assurance shall be deemed to be covered in the quoted rate.
16. The Contractor shall ensure that, the quoted tender r a t e shall cover all stages of work such as setting out, selection of materials, selection of construction methods, selection of equipment and plant, deployment of personnel and supervisory staff, quality control testing etc. The work quality assurance shall be deemed to be covered in the tender rate.
17. a) The special attention of the tenderer is drawn to the conditions in the tender notices and the Standard preliminary specifications containing therein. These preliminary specifications shall apply to the agreement to be entered into between the contractor and the ICAR-RCER and shall form an in-separable condition of the contract along with the estimate. All these documents taken together shall be deemed to form one contract and shall be complimentary to another.

    b) The tenderer shall examine, closely the BIS also the standard preliminary specifications contained therein and sign the Incharge office copy of the BIS and its addenda volume in token of such study before submitting his overall tender rate which shall be for finished work in-situ. He shall also carefully study the drawings and additional specifications and all the documents, which form part of the agreement to be entered into by the successful tenderer.
18. The tenderers attention is directed to requirements for materials conforming to the Bureau of Indian Standards specifications etc., shall be used on the work and the tenderers shall quote his overall tender rate accordingly.
19. The tenderer has to do his own testing of materials and satisfy himself that they conform to the specifications of respective I.S.I. Codes before tendering.
20. The contractor shall himself procure the required construction materials of approved quality including the earth for formation of embankment and water from quarries / sources of his choice. All such quarries / sources of materials required for the work shall be got approved by the Incharge in writing well before their use of the work.
21. The contractor shall himself procure the steel, cement, Bitumen, Blasting materials, sand, metal, soils, etc., and such other materials required for the work well in advance. The contractor has to bear the cost of materials for conveyance. The department will not take any responsibility for fluctuations in market in cost of the materials, transportation and for loss of materials etc.
22. Inspection of site and quarries by the tenderer: Every tenderer is expected before quoting his overall tender rate, to inspect the site of proposed work. He should also inspect the quarries and satisfy himself about the quality, and availability of materials. The best class

of materials to be obtained from quarries, or other sources shall be used on the work. In every case the materials must comply with the relevant standard specifications. Samples of materials as called for in the standard specifications or in this tender notice, or as required by the, in any case, shall be submitted for the 's approval before the supply to site of work is begun.

23. The tenderer's particular attention is drawn to the sections and clauses in the BIS/CPWD specification dealing with
    a) Test, inspection and rejection of defective materials and work.
    b) Carriage
    c) Construction plant
    d) Water and lighting
    e) Cleaning up during the progress and for delivery.
    f) Accidents
    g) Delays
    h) Particulars of payments.
    The contractor should closely peruse all the specification clauses, which govern the overall tender rate he is tendering.
24. The defect liability period of contract in terms of GO Ms No: 8, T(R&B)Dept.dated: 8.1.2003 is twenty four months.
25. The estimate rates for items shown in the Schedule "A" include all construction materials. No escalation in rates will be paid unless specified in the tender document. The tenderer has to quote an overall tender rate considering all the aspects of the tender to complete the finished item of work as per the B.I.S. specifications, the special specifications appended, Drawings etc.
26. If there is any contradiction between UE / and B.I.S. specifications, listed and detailed technical specifications, the latter shall prevail.
27. In case of a job for which specifications are not available with the Schedule or in B.I.S. code and are required to be prescribed, such work shall be carried out in accordance with the written instructions of the Incharge.
28. The contractor should use the excavated useful soils and stone for construction purpose. Soils used for construction either for homogeneous section in hearting or in casing zone based on the suitability will be at free of cost and the cost of stone used for construction purpose will be recovered from the contractor's bill.
    The contractor should quote his tender rate keeping in view of the above aspects.
29. Additions and alternations by the Tenderer in the Schedule of quantities will disqualify the tender.
30. In the case of discrepancies between the written description of the item in the Schedule "A" and the detailed description in the specification of the same item, the latter shall be adopted.
31. The Unit rates noted below are those governing payment of extras or deductions for omissions according to the conditions or the contract as set-forth in the preliminary specifications of the Indian standard specifications and other conditions of specification of this contract.
32. It is to be expressly understood that the measured work is to be taken according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by the and the cost calculated by measurement or weight at their respective rates without any additional charge for any necessary or contingent works connected works connected herewith. The rate quoted are for works in situ and complete in every respect.
33. For all items of work in excess of the quantities indicated the rates payable for such excess quantities will be tendered rates.

34. For all items of work, intermediate payment will be made provisionally as per relevant clause. Full-accepted agreement rates will be paid only after all the items of works are completed.
35. The contractor is bound to execute all supplemental works that are found essential incidental and inevitable during execution of main work.
36. The payment of rates for supplement items of work will be regulated as under.
    Supplemental items directly deductible from similar items in the original agreement.
    The rates shall be derived by adding to or subtracting from the agreement rate of such similar item the cost of the difference in the quantity of materials labour between the new items and similar items in the agreement worked out with reference to the schedule of rates adopted in the sanctioned estimate with which the tenders are compared.
    a) Similar items but the rates of which cannot be directly deducted from the original agreement.
    b) Purely new items which do not correspond to any item in the agreement.
    The rate of all such items shall be overall tender rate.

37. ENTRUSTMENT OF ADDITIONAL ITEMS.

a) Where ever additional items not contingent on the main work and outside the scope of original agreement are to be entrusted to the original contractor dispensing with tenders and if the value of such items exceeds the limits upto which the officer is empowered to entrust works initially to contractor without calling for tenders approval of next higher authority shall be obtained. Entrustment of all such items on nomination shall be rates not exceeding the estimate rates.

b) Entrustment of supplement items contingent on the main work will be authorised by the officers upto the monetary limits upto which they themselves are competent to accept items in the original agreement so long as the total amounts upto which they are competent to accept in an original agreement rates for such items shall be worked in accordance with the procedure prescribed by CPWD.

c) Entrustment of either the additional supplemental items shall be further subject to the provisions under CPWD Code viz., the items shall not be ordered by an officer on his own responsibility if the revised estimate or deviation statement providing for the same requires the sanction of higher authority.

Note: It may be noted that the term estimate rate used above means the rate in the sanctioned estimate with which the tender's compared or if no such rate is available in the estimate the rate derived will be with reference to the schedule of rates adopted in the sanctioned estimate with which tenders are compared.

Schedule - A
Price Schedule
& Bill of Quantities

PRICE SCHEDULE OF CONTRACT

Date : ……

To,
Director,
ICAR-RCER,
ICAR Parisar,
Patna-14
Sir,

I/We do hereby tender and if this tender is accepted, undertake to execute the following work viz **Construction of brick soling in the Lane around DLFM field plots at ICAR RCER, Patna (Size: 350m and Width: 2.0m)** as per the specifications, drawings and such other data furnished.

I/We have studied the scope of work, including item wise specifications, with unit rates and agree to execute the work, when the lump sum payment under the terms of the agreement is varied by payment on measurement quantities. I/We certify that I/We have inspected the site of the work before quoting my rate excess or less on ECV, I/We have satisfied about the quality, availability and transport facilities for all the materials.

I/We undertake to execute the work indicated in price schedules of this tender at the rates quoted below:

Package	Description of package	Price (In Rs.)	Price (In Words)
I	Civil Works		

I/We hereby distinctly and expressly, declare that the rates quoted by us is inclusive of all taxes and duties, prevailing at the time of execution of work. Further, I/We declare that I/We will not claim any price escalation or extra compensation on this account.

I/We agreed to keep the offer in this tender valid for a period of 6 (Six) Months mentioned in Tender Notice and not to modify the whole or any part of it for any reason within above period. If the tender is withdrawn by me / us for any reasons whatsoever, the earnest money deposit (EMD) paid by me / us will be forfeited to the Government.

IF MY / OUR tender is not accepted the sum shall be returned to me/us on application when intimation is sent to me/us of rejection or at the expiration of three months from last date of receipt of this tender, whichever is earlier. If my/our tender is accepted the earnest money shall be retained by the Government as security for the due fulfilment of this contract. If upon written intimation to me/us by the Office, I/We fail to attend the said office on the date herein fixed or if upon intimation being given to me/us or acceptance of my/our tender, and if I/We fail to make the additional security deposit or to enter into the required agreement as defined in the tender notice, then I/We agree the forfeiture of the earnest money. Any notice required to be served on me/us here under shall be sufficiently served on me/us if delivered to me/us hereunder shall be sufficiently served on me/us if delivered to me/us personally or forwarded to me/us by post to (registered or ordinary) or left at my/our address given herein. Such notice shall if sent by post be deemed to have been served on me/us at the time when in due course of post it would be delivered at the address to which it is sent.

I/WE fully understand that the written agreement to be entered into between me/us and Government shall be the foundation of the rights of the both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by me/us and then by the proper officer authorised to enter into contract on behalf of Government.
The bid form of the tender is duly signed by the authorized signatory of the Firm/company and sealed in presence of the following witness.

……..
Address of the Tenderer: (Signature of Tender).
……..
……..
……..
(Fax No: ……..)
(Mobile No……..).

WITNESS:

1. ……..

2. …….

PRICE SUMMARY

Name of the work: Construction of brick soling in the Lane around DLFM field plots at ICAR RCER, Patna (Size: 350m and Width: 2.0m)

PACK-I : CIVIL & ALLIED WORKS:	AMOUNT. (Rs).
1 Civil Works.	
GRAND TOTAL FOR PROJECT (INCL.TAXES)	

Price Schedule for: Construction of brick soling in the Lane around DLFM field plots at ICAR RCER, Patna (Size: 350m and Width: 2.0m).

Name of Work:- **Construction of brick soling in the Lane around DLFM field plots at ICAR RCER, Patna (Size: 350m and Width: 2.0m).**					
Sl. No	**Description of item**	**Qty**	**Unit**	**Rate**	**Amount (in Rs.)**
1	Cleaning grass & surface dressing of ground including removing vegetation & in-equalities water, mud, etc and disposal of rubbish with all complete jobs. 350x2=700 sqm	700	sqm		
2	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means over areas (exceeding 30cm in depth. 1.5 m in width as well as 10 sqm on plan) including disposal of excavated earth(sides of soiling), lead upto 50m and lift upto 1.5m, disposed earth to be levelled and neatly dressed 350x2x0.125=87.50cum	87.50	cum		
3	Dry brick on edge flooring in required pattern with bricks of class designation 7.5 on a bed of 12 mm mud mortar, including filling joints with sand, with common burnt clay non modular bricks. 350x2=700qm	700	sqm		
4	Supplying & filling sand in plinth or under floor including watering, ramming, consolidating and dressing with all complete jobs. 350x2x0.05=35cum	35	cum		
	Total (Rs.)				

(Signature of Contractor/Firm with seal and date)

CONTRACT FORM

This Contract made the _____ day of _____ (Month), _____(Year) between the **Hon'ble President** of **Indian Council of Agricultural Research** acting through the **Director, ICAR Research Complex for Eastern Region** (Indian Council of Agricultural Research), **Patna – 800014** (Bihar) (name and address of Employer) (hereinafter called "the **Employer**)" and **…….**
(name and address of contractor) (hereinafter called "the **Contractor**" of the other party).

WHEREAS the Employer is desirous that the Contractor executes the Work of:-

1. Construction of brick soling in the Lane around DLFM field plots at ICAR RCER, Patna (Size: 350m and Width: 2.0m).

(Ref. No……) (name and identification number of contract) (hereinafter called "the **Works**") at ICAR-RCER, Patna -800014 (Bihar) and the **Employer** has accepted the Bid by the **Contractor** for the execution and completion of such works and the remedying of any defects therein, at a contract price of **Rs……(Rupees …… only)**

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. In this Contract, words and expressions shall assume the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy the defects therein in conformity in all aspects with the provisions of the contract.

3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and in remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:

   i) Letter of Acceptance
   ii) Notice to proceed with the works
   iii) Contractor's Bid
   iv) Bidding data
   v) General conditions of contract (including special conditions of contract)
   vi) Specifications
   vii) Drawings
   viii) Bill of quantities
   ix) Any other documents listed in the contract data as forming part of the contract

IN WITNESS WHEREOF the Parties have caused this Contract to be executed the day and year first before written.

Binding signature of Employer Signed by

(……)
Director, ICAR Research Complex for Eastern Region, **Patna**
(for and on behalf of the President of ICAR, India)

In the presence of
Witness 1.

(……..)
Chairman, Works Committee

In the presence of
Witness 2.

(…….)
Administrative Officer

Binding signature of Contractor Signed by _____
(for and on behalf of _____ duly authorized vide Resolution No_____ dated _____ of the Board of Directors of _____)

In the presence of
(Witnesses)

1.

2.