

Tender Notice
NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH
4, Raja S.C. Mullick Road, Kolkata-32
Tender No. E-12/11/1/17/NK/Works-2/2017

Sealed tenders in duplicate are invited on behalf of Director, NIPER-Kolkata for the following Civil work from the eligible Contractors of appropriate class of CPWD, State PWD, Railways, MES, P&T, CSIR, NIPER, Semi Govt. Organization etc.

Name of work : **Repair, and renovation work of 8 nos Toilets at Ground, First and Second Floor of “ChunilalBhawan”**,
NIPER – Kolkata, at 168, Manicktala Main Road, Kolkata 700054

Estimated cost: Rs.16,07,878/-, Earnest money: Rs.32,200/-, Time of completion of work: 90 Days, Cost of tender paper: Rs.500/- (**only by Demand draft or Pay order**) to be submitted along with the tender.

Tender papers / documents may be obtained from Registrar, NIPER, Kolkata on payment of DD or Pay Order (non-refundable) towards the cost of tender papers on any working day (Monday to Friday) from **11-00 A.M. to 1-00P.M.** till **17. 04. 2017**. Tender must reach Registrar Office, NIPER-Kolkata on or before **20. 04. 2017** within **3-00 P.M.** and will be opened on **20. 04. 2017** at **3-30 P.M.** in presence of the intending Tenderers.

Tender papers will be issued only to those Contractors who will produce their Work Order along with schedule of work & completion certificate for satisfactory execution of one, two, three similar job of 80%, 60%, 40% value of estimated cost respectively during last seven years from Govt., Semi-Govt. organization, having Valid Trade License, VAT along with Registration, PAN Card, Current Bank solvency certificate, ESI, EPF etc. (self-attested photo copy with seal ,date & original document) to be submitted before issuing of the Tenders. All the mentioned documents must be produced in original for verification, and the self attested photocopy of each such document must accompany the application requesting Director, NIPER-Kolkata / Registrar, NIPER-Kolkata for issuing the tender document. A self declaration is to be submitted in the letter head by the Proprietor of the Firm to the effect of No Arbitration Case / Legal Case is pending at any Court of Law in the country, and details of any Arbitration/ Legal case fought against any Client since starting date of the firm. During execution of the awarded work quantity may increase or decrease as per requirement of the Institute.

Tender (BOQ/Financial bid) should to be submitted in sealed covers in duplicate in separate covers marked Financial Bid “ORIGINAL” and Financial Bid “DUPLICATE”. Cost of Tender paper and Earnest Money by Demand Draft or Pay Order in favour of “NIPER-Kolkata” payable at Kolkata, Technical Bid Document, self attested photocopy of each of mentioned documents, self declaration as mentioned above etc. are to submitted in separate sealed cover marked “Technical Bid”. Financial Bid shall be opened only for those who are Technically qualified bidders. Director, NIPER-Kolkata reserves the right to reject any or all the tenders or to accept them in part or to reject lowest tender without assigning any reason whatsoever

(Dr. S.R. Sarkar)

Registrar

National Institute of Pharmaceutical Education and Research

**(NIPER – Kolkata)
CSIR – IICB Campus,
4, Raja S. C. Mullick Road, Jadavpur, Kolkata - 700032**

Tender For: Repair, renovation and work of 8 nos Toilets at Ground, First and Second Floor of “ChunilalBhawan” NIPER – Kolkata, at 168, Manicktala Main Road, Kolkata 700054

Notice Inviting Tender no.

ISSUED TO

.....

.....

PRICE : Rs. 500=00

National Institute of Pharmaceutical Education and Research

(NIPER – Kolkata)

CSIR – IICB Campus,4, Raja S. C. Mullick Road,Jadavpur, Kolkata - 700032

NOTICE INVITING TENDER

1. Sealed tenders are hereby invited for the work of repair, renovation of 8 nos of toilets at ground, first and second floor of “ChunilalBhavan” NIPER – Kolkata at 168, Maniktala Main Road, Kolkata 700054.
2. Estimated Cost is **Rs. 16,07,878/-**
3. Time for carrying out the work will be 90 days and the Date of Commencement shall be reckoned from the 10th day of issue of Award Letter.
4. Complete Contract documents to be complied with by the tenderer, whose tender is accepted can be seen at the office of the **Registrar, NIPER-KOLKATA** 4, Raja S.C. Mullick Road, P.O.Jadavpur University, Kolkata-700 032.
5. Tenders should be on the specified form (Non-transferable) which may be obtained from Registrar, NIPER-KOLKATA , 4 Raja S.C. Mullick Road, Kolkata-700 032. during office hours on payment of **Rs.500/= as Demand Draft or Pay Order** of a schedule bank & drawn in favour of “**NIPER-KOLKATA**” payable at Kolkata (Non-refundable).
6. Tenders should be submitted in sealed covers in duplicate in separate cover marked “**ORIGINAL**” & “**DUPLICATE**”. Tenders will be received upto **3-00 P.M. on 20.04.2017** and will be opened at **3-30 P.M. on the same day in the office of the Registrar, NIPER-Kolkata 4, Raja S.C. Mullick Road , P.O. Jadavpur University , Kolkata - 700 032**. Tender should be dropped in the tender box before the closing date and time indicated. In case these are sent by post these should be sent by Regd. Post / Speed Post / Courier Service addressed to **REGISTRAR, NIPER-KOLKATA, 4, Raja S.C. Mullick Road, P.O. Jadavpur University, Kolkata - 700 032**. Tenderers are to ensure that they post the tender well in advance so as to reach the same before the closing time and date. **Tenders received after due date and time shall not be entertained.**
7. **The Earnest Money amounting to Rs.32,200/- (Rupees thirty two thousand two hundred only) as Demand Draft or Pay Order** of a schedule bank & drawn in favour of “**NIPER-KOLKATA**” payable at Kolkata should be deposited in separate sealed cover. **Tenders received without earnest money will be invalid.**
8. **The Employer does not bind himself to accept lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.**
9. Canvassing in connection with the tenders is prohibited and the tenders submitted by the contractor who resort to canvassing are liable for rejection.
10. Tender submitted shall remain valid for **90 days** from the date of opening for the purpose of acceptance and award of work, validity beyond **90 days** from the date of opening shall be by mutual consent.

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

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

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

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

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

13. Before tendering, tenderer shall inspect the site to fully acquaint himself about the condition in regard to accessibility of site. nature and extent of ground, working condition of site and locality including stacking of materials, installations of tools and plants (T&P) etc. condition affecting accommodations and movement of about etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the employer in any circumstances.

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

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

16. Some of the provisions of general conditions of contract are given below. Interpretation however shall be as given in the general conditions of contract.

a) DEFECTS LIABILITY PERIOD :**01(one) year** from the date of completion as certified by the Employer.

b) MINIMUM VALUE OF WORK FOR THE INTERMEDIATE CERTIFICATE :**Rs.7.00 lac**

c) **SECURITY DEPOSIT** : A sum @ 10% of the gross amount of the bill shall be deducted from each running Bill of the contractor till the sum along with the sum already deposited as Earnest Money will amount to Security Deposit of 5% of Tendered Value of the work. In addition, the contractor shall be required to deposit an amount equal to 5% of the Tendered value of the contract as Performance Guarantee in the form of Bank Guarantee within the period prescribed for commencement of work in the Letter of Award issued to him. Period of Performance Guarantee shall be 3 months more than the stipulated period of completion.

d) **COMPENSATION** : Contractor shall pay as compensation an amount equal to one and half percent or such smaller amount as the Employer (whose decision in writing shall be final) may decide on the cost of the whole work as shown in the agreement for every month that the work remains uncommenced or unfinished or due quantity of work remains incomplete after the proper dates . Compensation to be paid shall not exceed ten percent of the estimated cost of the work as shown in the agreement.

Defect liability period : 01 (one) year

Time of completion : **90 Days** from the date of order to commence work.

Minimum value of work for interim : **Rs. 7.00 lac**

Earnest money deposited with tender :**Rs. 32,200/- (only by Demand draft or Pay order)**

Liquidated damages for non-completion of work in time) :1.5% per month, maximum 10% of Contract Value

NOTE :

i) Contractors should quote the rate only after inspecting the site.

ii) All statutory taxes shall be deducted from the gross of the bill as per rule.

iii) CPWD specification to be strictly followed. For non-schedule items, specifications prescribed in the item shall be followed as per instruction of Engineer-in-charge / Architect.

iv) Rate include the cost of testing result of materials/concrete cube and test certificate of materials from testing lab. of CPWD/National Test House/CGCRI /JadavpurUniversity/ Authorized Testing Laboratory at the time of supply for acceptance procured from the authorized agent of respective company.

v) Rate include the cost of covering the working area/outside working area of the building with tarpolin / cloth / hesian / G.I. sheet / net etc. to avoid any accident including cleaning of adjacent road surface daily as per direction of Architect/Engineer-in-charge.

vi) Rate include the cost of proper curing as per direction.

vii) Rate include the cost of proper finishing, proper matching the new surface with the old surface at the time of execution.

ix) Except writing rates and amount, the tenderer should not write any conditions or make any changes, additions, alterations and modifications in the printed form of tenders.

x) Rate include the cost of insurance charges of labours involved.

xi) Contract Labour (Regulation & Abolition) Act 1970, to be followed by the contractor during the execution of work.

xii) The work is beyond the scope of application of escalation.

xiii) Rates are inclusive of all statutory taxes, delivery charges, installation charges etc.

xiv) The Contractor/supplier shall quote the rate only as per our specification & drawing.

xv) Rate include the cost of execution of work at all floors and at any height.

xvi) Rate include the cost of high scaffolding at all levels, mending good damages after cutting holes etc.

xvii) Rate shall be inclusive of cleaning of all floors, partitions, doors, windows, sanitary installations, light fittings and mending good to damaged floor, ceiling, walls, and external surroundings of building etc., after completion of works.

xviii) Quantities of Schedule are approximate and the work will be paid on the basis of measurement made as per CPWD//PWD/IS Code.

xix) Test certificates for anodizing / powder coating should be produce in Aluminium works.

xx) Work shall be carried out strictly as per existing samples, specification etc. and strictly as per direction of Engineer-in-charge/Architect.

xxi) All required tools, ladders of different sizes should be supplied by the contractor during execution of work.

xxii) Contractor should provide helmet, safety belt etc. for the safety of his / her labours. Employer should not take any responsibility for accident of contractor's labour during execution of work.

xxiii) All payments shall be made by e-payments mode namely ECS/NEFT/RTGS/NET Banking.

xxiv) Use of correction fluid anywhere in tender documents should not be allowed. In case use of correction fluid is noticed, such tender will be liable for rejection.

xxv) Contractor should accept the lowest rate/value of this tender found after final verification of arithmetical calculations in details by NIPER-Kolkata.

xxvi) Earthwork item includes bailing out water from the trenches.

xxvii) Moreover, in case of any other item(s) where brand name is not mentioned, shall be under instruction of Engineer-in-charge.

xxviii) Any addition and/or alteration of the above brands should be considered as per direction of Engineer-in-charge / Architect before execution of the item(s).

- xxix) Regarding quality material and workmanship, decision of Director, NIPER-Kolkata is final and binding and the Contractor must replace/remove the non-acceptable material or improve workmanship without any extra claim for compensation.
- xxx) The work area must be covered/fenced as per prevailing KMC rule, and in case of snapping of any existing plumbing/electrical lines, causing disruption inside or outside the Complex, the Contractor must restore such utilities at his risk and cost without any claim to the Client Agency (in the instant case NIPER-Kolkata).
- xxxi) All the dismantled debris must be disposed off outside the Complex, as per prevailing KMC rules, without any extra claim.
- xxxii) Time and quality are the two essence of this Contract.

INFORMATION SHEET

- 1) Project Site : “Chunilal “Bhavan”, 168, Maniktala Main Road, Kolkata - 700054.
- 2) Brief description of The Project : Repairs, renovation of 8 nos. toilets as per Schedule of work
- 3) Estimated cost : Rs . 16,07,878/-
- 4) Time of completion : 90 days
- 5) Earnest Money : Rs.32,200/- (Rupees thirty two thousand two hundred only) by Demand Draft / Pay Order payable at Kolkata and drawn in favour of NIPER – Kolkata.
- 6) Cost of Tender Documents : Rs. 500=00 (Non-refundable)
in form of Bank’s draft/pay order
favouring “NIPER – Kolkata” payable
at Kolkata
- 7) Availability of Tender documents : From the office of the Registrar,
NIPER-KOLKATA, 4, Raja S.C. Mullick Road,
P.O.JadavpurUniversity,
Kolkata - 700 032.
- 8) Time and date of
Submission of tender : within 3 - 00 PM date 20.04.2017
- 9) Time and date of
Opening of tender : 3-30 PM date 20.04.2017
- 10) Tender to be addressed
And submitted to. : The Registrar,
NIPER-KOLKATA, 4, Raja S.C. Mullick Road, P.O.
JadavpurUniversity, Kolkata - 700 032.
- 11) Validity of tenders : 90 days from the date of
opening of **price bid**.

- 12) Liquidated damage : Shall be 1.5% permonth subject to a maximum of 10% of contract value
- 13) Defect Liability Period : 12 months after the completion of work
- 14) Variation of Quantity : Quantity, during the execution of work, may increase or decrease in the quoted/accepted rate in the tender as per requirement of the Institute.
- 15) CONSULTANT : **a b consultants (p) ltd.** CJ 276, Sector II, Salt Lake City,

Kolkata – 700091 Ph 2337 2165, 2358 6653, 2358 0003

Email : abcplcal@yahoo.com

FORM OF TENDER (to be filled up by the Tenderer)

The Registrar,

NIPER – Kolkata,

CSIR – IICB Campus,

4, Raja S. C. Mullick Road,

Jadavpur,

Kolkata - 700032

Dear Sir,

Re : Repair, and renovation work of 8 nos Toilet ,Ground, First, Second Floor of “ChunilalBhawan”,
NIPER – Kolkata, at 168, Manicktala Main Road, Kolkata 700054

1. I/We refer to the tender notice issued by you on for the above work,
2. I/We do hereby offer to perform, provide, execute , complete and maintain the works in conformity with the drawing, condition of contract, specification , bill of quantities and Price schedule.
3. I/We have satisfied myself/ our self as to the site condition , examined the drawing and all aspects of the tender conditions subject to above, I/We do hereby agree should this tender be accepted in whole, or in part to:
 - a) Abide by and fulfill all the terms and provisions of the said conditions annexed hereto:
 - b) Complete the works within 90 days, as per the work programme to be set in two or more shifts if considered necessary by the owner/ Architects at no extra cost to the owner.
4. I/We have deposited the earnest money of **Rs.32,200/-** in the form of Bank Draft/ Pay Order.

I/We note the Earnest Money Deposit will not bear any interest and is liable for forfeiture:

- i) If our offer is withdrawn within the validity period of acceptance.
Or

ii) If the contract is not executed within 10 days from the date of receipt of the award order
Or

if the work is not commenced within 10 days after issue of the order.

5. I/We understand that you are not bound to accept the lowest or any tender you receive.

6. Name of partner / Directors of our firm:

i)

ii)

iii)

iv)

Yours faithfully

Signature -----

Designation

Name of Partner / Director of the firm authorized to
Sign or Name of person having power of attorney to
Sign the contract (Certified true copy of power of
Attorney should be attached)

Signature and address of witness

a) Signature: -----

Name : -----

Address: -----

b) Signature: -----

Name : -----

Address: -----

ARTICLE OF AGREEMENT

(On Non- Judicial Stamp Paper of Rs.100.00)

ARTICLE OF AGREEMENT made this ----- day of ----- Two thousand Seventeen

between National Institute of Pharmaceutical Education and Research (NIPER-Kolkata), Kolkata- 700 032 Department of Pharmaceuticals, Ministry of Chemicals & Fertilizers, Government of India, an educational Institute established under the Act of Parliament and presently housed at CSIR-IICB campus, 4 Raja S.C. Mullick Road, Jadavpur, Kolkata- 700 032 (hereinafter referred to as " the OWNER") which expression shall include its successor or successors and assigns) of the ONE PART through the authorized officer Shri -----) designation).

AND

M/S. ----- having its registered office at ----- (thereafter referred to as the ' CONTRACTOR') of the OTHER PART.

WHEREAS the Owner is desirous of – Repair and Renovation work 8nos toilets at Ground, First and Second Floor of "ChunilalBhawan",NIPER – Kolkata, at 168, Manicktala Main Road, Kolkata 700054- (hereinafter called the 'Works')

AND WHEREAS the Owner in order to effectively carry out the saidworks engaged M/S. a b consultants (p) ltd. , a firm of a Multidisciplinary Engineering Consultancy House of CJ – 276, Sector - II , Salt Lake City, Kolkata 700 091 (hereafter referred to as (THE ARCHITECTS / CONSULTANTS) to prepare plans, drawing and specification, description of works , to supervise the construction work and to assist in concerned technical matters.

AND WHEREAS the Owner has caused the plans , drawings and specification, priced schedule of quantities of the wok to be executed at the ----- as per condition of the contract and special conditions prepared with the assistance of the said Architects/ Consultants subject to which the offer of the Contractor shall be accepted.

AND WHEREAS the tender of the Contractor for -----

WHEREAS the contractor has deposited with the Owner Rupees----- as Security deposit for the due performance of the agreement . AND WHEREAS the Owner has issued work order therefore to the contractor.

AND WHEREAS said drawings ----- inclusive of the specification, priced schedule of quantities, condition of contract and special conditions (thereafter collectively referred to as the said condition) have been signed by the parties hereto and the contractor has agreed to execute the works upon and subject to the said conditions.

NOW IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the payments to be made to the contractor as hereinafter provided the contractor shall upon subject to the said conditions execute and complete the works shown upon the said drawing etc and such further detailed drawings as may be furnished to the contractor by the said owner through the Architect as described in the said specifications and the said priced schedule of quantities.
2. The Owner will pay to the Contractor the sum of Rs. (Rupees.....) (hereafter called the contract sum) or such other sum as shall become payable hereunder of the times and in the manner specified In the said conditions. However, the actual sum will be paid on the actual value of work done, irrespective of the contract sum.
3. The term 'the Architect/consultant' in the said conditions shall mean the said M/S a b consultants (p) ltd. and in the event of the said Architect/consultant ceasing to be the Architect/consultant for the purpose of this contract such other person or persons s shall be nominated for the purpose by the Owner.
4. The plans, agreement and documents above mentioned shall form the basis of this contract and all disputes to be decided in the manner prescribed in the conditions attached hereto.
5. The said contract comprises for **Repair and Renovation work 8 nos toilets at Ground, First and Second Floor of "ChunilalBhawan",NIPER – Kolkata, at 168, Manicktala Main Road, Kolkata 700054.**as above mentioned and all subsidiary works connected therewith within the same site as given in the BOQ or may be ordered to be done from time to time by the said Owner even though said works may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.
6. Notwithstanding what are stated in the special condition, conditions of contract and hereinbefore stated the owner through the Architect/consultant reserves to himself the right to alter the drawings and nature of the work and of adding to or omitting any items of works from or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.
7. The said conditions shall be read and be treated as forming part of this agreement and the parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred .
8. Any dispute arising under this agreement shall be referred to the arbitration of a sole arbitrator appointed with consent of the Director, NIPER - Kolkata and the contractor as indicated in the article of the general conditions. The award of the arbitrator shall be final and binding on both parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first hereinabove written.

WITNESS

1.

2.

EXECUTANTS

1. OWNER

2. CONTRACTOR

common seal

In case of the company, the common seal be affixed pursuant to resolution of Board of Directors in accordance with Articles of Association of the Company the directors etc as the case may be affixing common seal may be initial in token thereof and also be putting their names.

GENERAL CONDITIONS OF CONTRACT

1.0 Definitions

"Contract" means the documents forming the tender and the acceptance thereof and the formal agreement executed between NIPER - Kolkata (Client) and the contractor, together with the documents referred therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Architects/NIPER and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

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

1.1.1 'NIPER' shall mean National Institute of Pharmaceutical Education and Research (client) Department of Pharmaceuticals, Ministry of Chemicals & Fertilizers, Government of India, an educational Institute established under the Act of Parliament and presently housed at CSIR-IICB campus, 4 Raja S.C. Mullick Road, Jadavpur, Kolkata- 700 032 includes the client's representatives, successors and assigns.

'Architects/Consultants' shall mean M/s. a b consultants (p) ltd., CJ-276, Sector-II, SaltLake, Kolkata – 700 091.

1.1.2 'Site Engineer' shall mean an Engineer appointed by NIPER as their representative to give instructions to the contractors.

1.1.3 'The Contractor' shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual or firms of company. The expression 'works' or 'work' shall mean the permanent or temporary work described in the 'Scope of Work' and/or to be executed in accordance with the contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

1.1.4 'Engineer' shall mean the representative of the Architect/consultant.

1.1.5 'Drawings' shall mean the drawings prepared by the Architects and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time. 'Contract value' shall mean the value of the entire work as stipulated in the letter of acceptance of tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

1.1.6 'Specifications' shall mean the specifications referred to in the tender and any modifications thereof as may time to time be furnished or approved by the architect/consultant "Month" means calendar month.

1.1.7 "Week" means seven consecutive days.

1.1.8 "Day" means a calendar day beginning and ending at 00 Hrs and 24 hrs respectively.

CLAUSE

1.0 Total Security Deposit

Total Security deposit comprise of

- Earnest Money Deposit,
- Security Deposit,
- Retention Money.from RA Bill.

a) Earnest Money Deposit

The tenderer shall furnish EMD of **Rs. 32,200/-** in the form of Demand draft / Pay Order drawn in favour of NIPER - Kolkata payable at Kolkata on any scheduled Bank. No tender shall be considered unless the EMD is so deposited in the required form. No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded soon after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time the period when he is required to keep his tender open acceptance by NIPER or after it is accepted by NIPER the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.

b) Security Deposit

The amount of Security Deposit shall be 5% of tendered value of Contract as Performance Guarantee in the form of Bank Guarantee on any scheduled Bank and shall be deposited within 15 days from the date of award letter..

c) Retention Money

A sum @ 10% of the gross amount of the bill shall be deducted from each running Bill of the contractor till the sum along with the sum already deposited as Earnest Money will amount to Security Deposit of 5% of Tendered Value of the work. In addition, the contractor shall be required to deposit an amount equal to 5% of the Tendered value of the contract as Performance Guarantee in the form of Bank Guarantee within the period prescribed for commencement of work in the Letter of Award issued to him. Period of Performance Guarantee shall be 3 months more than the stipulated period of completion. In case work is prolonged due to unavoidable circumstances, Bank Guarantee shall also be extended accordingly.

The Bank Guarantee of 5% of tendered value deposited as Performance Guarantee shall be released to the Contractor on issue of Completion Certificate by the Architect/Engineer of NIPER or settlement of Final Bill, whichever is later.

The balance 50% of the total security deposit shall be refunded to the contractors without interest within fifteen days after the end of defects liability period provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance.

2.0 Language

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

3.0 Errors, Omissions and Discrepancies

In case of errors, omissions and/or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications etc, the following order shall apply.

- i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.

- ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.

- iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the former shall be adopted.

- iv) In case of difference between rates written in figures and words, the rate in words shall prevail.

- v) Between the duplicate/subsequent copies of the tender, the original tender shall be taken as correct.

4.0 Scope of Work

The contractor shall carry out complete and maintain the said work in every respect strictly in accordance with this contract and with the directions of and to the satisfaction of NIPER to be communicated through the Architect/Engineer. The architect/Engineer at the directions of NIPER from time to time issue further drawings and/or written instructions, details directions and explanations which are hereafter collectively referred to as Architect's/Engineer's instructions in regard to the variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work. Any discrepancy in the drawings or between the BOQ and/or drawings and/or specifications, decision of Architect/Engineer shall be final.

5.0 i) Letter of Acceptance

Within the validity period of the tender NIPER shall issue a letter of acceptance directly by registered post or otherwise depositing at the address of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall be the letter of award of the work and shall constitute a binding contract between NIPER and the contractor.

ii) Contract Agreement

On receipt of Award Letter from NIPER, the successful tenderer shall be bound to implement the contract and within ten days thereof he shall sign an agreement in a non judicial stamp paper of appropriate value.

6.0 Ownership of drawings

All drawings, specifications and copies thereof furnished by NIPER through its architect/consultants are the properties of NIPER. They are not to be used on other work.

7.0 Detailed drawings and instructions

NIPER through its architects/Engineers shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof and reasonably inferable there from.

The work shall be executed in conformity therewith and the contractor prepare a detailed programme schedule indicating therein the date of start and completion of various activities as per stipulation in the Award Letter and submit the same to NIPER through the Architect/Engineer.

8. Copies of Agreement

Copies of agreement/tender document duly signed by both the parties with the drawings shall be handed over to the contractors.

9. Liquidated Damages

If the contractor fails to maintain the required progress, he shall pay as compensation an amount equal to one and half percent or such smaller amount as the Employer (whose decision in writing shall be final) may decide on the cost of the whole work as shown in the agreement for every month that the work remains uncommenced or unfinished or due quantity of work remains incomplete after the proper dates . Compensation to be paid shall not exceed ten percent of the estimated cost of the work as shown in the agreement.

10.0 Materials, Appliances and Employees

Unless or otherwise specified the contractor shall provide and pay for all materials, labour, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be best quality. The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behavior is found to be unsatisfactory by NIPER/Architects/Engineers he shall be removed from the site immediately.

11.0 Permits, Laws and Regulations

Permits and licenses required for the execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give notices and comply with the regulations, laws, ordinances rules, applicable to the contractor. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify NIPER in writing under intimation of the Architect/Engineer. If the contractor performs any act which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify NIPER any legal actions arising there from.

12.0 Setting out Work

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

13.0 Protection of works and property

The contractor shall continuously maintain adequate protection. Of all his work from damage and shall protect the properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss, except due to causes beyond his control.

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Govt and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property of bout or adjacent to his place of work. The contractor shall take insurance covers as per clause 26.0 at his own cost. The policy may be taken in joint names of the contractors and NIPER and the original policy may be lodged with NIPER

14.0 Inspection of Work :

NIPER/Architect/Engineer or their representatives shall at all reasonable time have free access to the work site and/or to the workshop, factories or other places where materials are lying or from where they are obtained and the contractor shall give every facility to NIPER, Architect/Engineer and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the NIPER/Architect/Engineer except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiners organization a wing of Central Vigilance commission.

15.0 Assignment and subletting

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

16.0 Quality of Materials, Workmanship & Test

All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Architect/Engineer instructions and shall be subject from time to time to such tests as the architect/engineer may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labour and materials as are normally required for examining measuring sampling and testing any material or part of the work before incorporation in the work for testing as may be selected and required by the architect/Engineer

Samples

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature/test certificate of the same shall be provided to the satisfaction of the Architect/Engineer Before submitting the sample/literature the contractor shall satisfy himself that the material/equipment for which he is submitting the samples/literature meet with the requirement of tender specification. Only when the samples are approved in writing by the architect/consultant the contractor shall proceed with the procurement and installation of the particular material/equipment. The approved samples shall be signed by the Architect/ consultant for identification and shall be kept on record at site office until the completion of the work for inspection/comparison at any time. The Architect/Engineer shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of

the materials/equipments etc shall be to the account of the contractor.

iii) Cost of tests

a) Test provided for in the specifications or BOQ :

The cost of making any test shall be borne by the contractor .

b) Test not provided for in the specifications or BOQ :

If any test is ordered by the Architect/Engineer which is either to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested or any Government/approved laboratory, then the cost of such test shall be borne by the contractor.

17.0 Obtaining Information related to execution of work

No claim by the contractor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work nor any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of contract.

18.0 Contractor's superintendence

The contractor shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the Architect/Engineer may consider necessary until the expiry of the defects liability period, stated hereto. Contractor must employ a qualified experienced Diploma holder at site for continuous supervision of work and maintain liaison with Architect/Engineer. If there is any confusion during execution of work, it must be sorted out with Architect/Engineer on topmost priority without hampering progress of work. Unilateral decision by the contractor and his representative will be viewed seriously and must not be taken.

19.0 Quantities

i) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the contract value by 25%.

ii) Variation exceeding 25% : The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clause 22(e) hereof.

20.0 Works to be measured

The Architect/Engineer may intimate the contractor that he requires the work to be measured and the contractor shall forthwith attend or send a qualified representative to take joint measurements in presence of the Architect or his authorized representative and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detailed in the specifications. The contractor or his authorized representative shall record all the measurements in the measurement book taken jointly. All the corrections shall be duly attested by both representatives. No over writings shall be made in the Measurement book. Contractor shall submit his bill based on the recorded measurement book to NIPER and NIPER in turn will send the bill to Architect for checking and certifying the bill of contractor. Should the contractor not attend or neglect or omit to depute his representative to take measurements then the measurements recorded by the representative of the Architect/Engineer shall be final. All authorized extra work, omissions and all variations made shall be included in such measurements.

21.0 Variations

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

22.0 Valuation of Variations

No claim for an extra shall be allowed unless it shall have been executed under the authority of the Architect/Engineer with the concurrence of NIPER as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

a) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein. Rates for all such items, wherever possible should be derived out of the rates given in the priced BOQ / CPWD / PWD Schedule..

e) It is further clarified that for any extra items of work where rates cannot be derived from the tender or CPWD / PWD Schedule, the contractor shall submit rates duly supported by rate analysis as per CPWD rate of analysis worked on the "market rate basis" for material, labour, hire/running charges of equipment and wastages etc plus 15% towards establishment charges, contractor's overheads and profit. Such items shall not be eligible for escalation.

23.0 Final Measurement

The measurement in respect of the contract shall be completed within one month of the completion of the work.

24.0 Completion Certificate (CC)

On successful completion of entire works covered by the contract to the full satisfaction of NIPER the contractor shall ensure that the following works have been completed to the satisfaction of NIPER.

a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour, equipment and machinery.

b) Demolish, dismantle and remove the contractor's site office, temporary works, structures including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by NIPER and not incorporated in the permanent works.

c) Remove all rubbish, debris etc from the site and the land allotted to the contractor by NIPER and shall clear, level and dress, compact the site as required by NIPER.

- d) Shall put NIPER in undisputed custody and possession of the site and all land allotted by NIPER.
- e) Shall hand over the work in a peaceful manner to NIPER.
- f) All defects/imperfections have been attended and rectified as pointed out by NIPER to the full satisfaction NIPER

Upon the satisfactory fulfillment by the contractor as stated above, the contractor shall be entitled to apply to the Architect/Engineer is satisfied of the completion of the work. Relative to which the completion certificate has been sought, the Architect/Engineer shall within fourteen (14) days of the receipt of the application for completion certificate, issue a CC in respect of the work for which the CC has been applied.

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

25.0 Work by other agencies

The NIPER/Architect/Engineer reserves the rights to use premises and any portion of the site for execution of any work not included in the scope of this contract which it may desire to have carried out by other persons simultaneously and the contractor shall not only allow but also extend reasonable facilities for the execution of such work. The contractor however shall not be required to provide any plant or material for the execution of such work except by special arrangement with NIPER. Such work shall be carried out in such manners not to impede the progress of the works included in the contract.

26.0 Insurance of Works

26.1 Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of NIPER and the contractor against all loss of damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that NIPER and contractor are covered for the period stipulated in clause of Instructions to the Tenderers and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

- a) The works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.
- b) The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.
- c) Such insurance shall be effected with an insurer and in terms approved by NIPER which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the Architect/Engineer the policy if insurance and the receipts for payment of the current premiums.

26.2 Damage to persons and property

The contractor shall, except if and so far as the contract provides otherwise indemnify NIPER against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to ;

- a) The permanent use or occupation of land by or any part thereof.

b) The right of NIPER to execute the works or any part thereof, on, over, under, in or through any lands.

c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.

d) Injuries or damage to persons or property resulting from any act or neglect of NIPER, their agents, employees or other contractors not being employed by the contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of NIPER, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

26.3 Contractor to indemnify NIPER

The contractor shall indemnify NIPER against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub- clause 26.2 of this clause.

26.4 Contractor's superintendence

The contractor shall fully indemnify and keep indemnified NIPER against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against NIPER in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify NIPER if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Architect/Engineer in this behalf.

26.5 Third Party Insurance

26.5.1 Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 25.0 of GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property Including that of NIPER, or to any person, including any employee of NIPER, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 25.0 thereof.

26.5.2 Minimum Amount of Third Party Insurance

Such insurance shall be effected with an insurer and in terms approved by NIPER which approval shall not be reasonably withheld and for at least the amount stated below. The contractor shall, whenever required, produce to the Architect/Engineer the policy or policies of insurance cover and receipts for payment of the current premiums.

26.5.3 The minimum insurance cover for physical property, injury, and death is **Rs.5.0 lacs** per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

26.6 Accident or Injury to Workmen

26.6.1 NIPER shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub—contractor, save and except an accident or injury resulting from any act or default of NIPER or their agents, or employees. The contractor shall indemnify and keep indemnified NIPER against all such damages and compensation, save and except as aforesaid and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

26.6.2 Insurance against accidents etc to workmen

The contractor shall insure against such liability with an insurer approved by NIPER during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the architect/Engineer such policy of insurance and receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor the contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub contractor shall have insured against the liability in respect of such persons in such manner that NIPER is indemnified under the policy but the contractor shall require such sub-contractor to produce to the Architect/Engineer when such policy of insurance and the receipt for the payment of the current premium.

26.6.3 Remedy on Contractor's failure to insure

If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case NIPER may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by NIPER as aforesaid from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

26.6.4 Without prejudice to the others rights of NIPER against contractors. In respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages costs, charges, and other expenses paid by NIPER and which are payable by the contractors under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

All such extra precautionary measures have been incorporated as the work is to be executed in a Grade – I Heritage Building.

27.0 Commencement of Works

The date of commencement of the work will be reckoned as the date of handing over site or ten days from the date of issue of award letter of the tender by NIPER whichever is later.

28.0 Time for completion

Time is the essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of 90 days from the date of commencement. If required in the contract or as directed by the Architect/Engineer, the contractor shall complete certain portions of work before completion of the entire work. However the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

29.0 Extension of Time

If, in the opinion of the Architect/Engineer, the work be delayed for reasons beyond the control of the contractor, the Architect/Engineer may submit a recommendation to NIPER to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to NIPER through the Architect/Engineer in writing at least 30 days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reasons in detail and his justification if any, for the delays. The architect/Engineer shall submit their recommendations to NIPER in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by NIPER the provision of liquidated damages as stated under clause 9.0 of GCC shall become applicable. Further contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

30.0 Work during nights and holidays

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the Architect/Engineer, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the Architect/Engineer. However the provision of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required/continued with the prior approval of the Architect/Engineer at no extra cost to NIPER.

All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance.

31.0 No compensation or restrictions of work

If at any time after acceptance of the tender NIPER shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out, the Architect/Engineer shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

32.0 Suspension of work

i) The contractor shall, on receipt of the order in writing of the Architect/Engineer (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as Architect/Engineer may consider necessary so as not cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.

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

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

ii) If the suspension is ordered for reasons (b) and (c) in sub—para (i) above

The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be aid on this account.

34.0 Action when the whole security deposit is forfeited

In any case in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit the Architect/Engineer shall have the power to adopt any of the following course as they may deem best suited to the interest of NIPER.

a) To rescind the contract (of which rescission notice in writing to the contractor by the Architect/Engineer shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of NIPER.

b) To employ labour paid by NIPER and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and materials (the cost of such labour and materials as worked out by the Architect/Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract the certificate of Architect/Engineer as to the value of work done shall be final and conclusive against the contractor.

c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Architects/ Engineer shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by NIPER under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

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

35.0 Owner's Right to Terminate the Contract

If the contractor being an individual or a firm commit any 'Act of insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Architect/Engineer that he is able to carry out and fulfill the contract, and to give security therefore if so required by the Architect/Engineer.

Or if the contractor (whether an individual firm or incorporated Company) shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.

Or shall assign or sublet this contract without the consent in writing of NIPER through the Architect/Engineer or shall charge or encumber this contract or any payment due to which may become due to the contractor there under.

a) Has abandoned the contract; or

b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from NIPER through the Architect/Engineer written notice to proceed, or

c) Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed with in the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from NIPER through the Architect/Engineer that the said materials were condemned and rejected by the Architect/Engineer under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBI's or Architect's/ Engineers instructions to the contrary subject any part of the contract. Then and in any of said cases NIPER and or the Architect/Engineer, may not withstanding any previous waiver, after giving seven days notice in writing to the contractor, determine the contract, but without thereby affecting the powers of NIPER or the Architect/Engineer or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further NIPER through the Architect/Engineer their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plant for the works.

When the works shall be completed or as soon thereafter as convenient NIPER or the Architect/Engineer shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 14 days after receipt thereof by him NIPER sell the same by public auction after due publication and shall adjust the amount realized by such auction. The contractor shall have no right to question any of the act of NIPER incidental to the sale of the materials etc.

36.0 Certificate of Payment

The contractor shall submit the Bill supported by joint measurements taken by contractor and Architect/Engineer to NIPER who in turn will send to Architect for checking and issuing certificate of payment within 10 working days to NIPER. NIPER shall recover the statutory recoveries, other dues including the retention amount from the certificate of payment.

Provided always that the issue of any certificate by the Architect/Engineer during the progress of works or completion shall not have effect as certificate of satisfaction or relieve the contractor from his liability under clause.

The Architect/Engineer shall have power to withhold the certificate if the work or any part thereof is not carried out to their satisfaction.

The Architect/Engineer may by any certificate make any corrections required in previous certificate.

NIPER may modify the certificate of payment as issued by the Architect/Engineer from time to time while making the payment, if found essential.

The contractor shall submit interim bills only after taking actual joint measurements and properly recorded in the IVI books.

The contractor shall not submit interim bills when the approximate value of work done by him is less than Rs.25.00 lacs and the minimum interval between two such bills shall be one month.

The final bill may be submitted by contractor within a period of one month from the date of completion and Architect/Engineer shall issue the certificate of payment within a period of two months. NIPER shall pay the amount within a period of three months from the date of issue of certificate provided there is no dispute in respect of rates and quantities.

37.0 Settlement of Disputes and Arbitration

Except where otherwise provided in the contract all question and disputes relating to the meaning of the specifications, designs, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders of these conditions or otherwise concerning the works or the execution or failure to executes the same whether arising during the progress of work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned herein after.

If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-charge or any matter in connection with or arising out of the Contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the CONCERNED ENGINEER in writing for written instruction or decision. Thereupon, the CONCERNED ENGINEER shall give his written instructions or decisions within a period of one month from the receipt of the contractor's letter.

If the EXECUTIVE ENGINEER fails to give his instructions or decisions in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the CONCERNED ENGINEER, the contractor may, within 15 days of the receipt of CONCERNED ENGINEER's decision appeal to the DIRECTOR,NIPER who shall afford an opportunity to the contractor to be heard, if the matter so desires and to offer evidence in support of his appeal. The DIRECTOR,NIPER shall give his decision within 30 days of receipt of contractor's appeal.

If the contractor is dissatisfied with the decision of the Director NIPER, he shall within 30 days of the receipt of the decision shall give notice to the Director, NIPER for appointment of an arbitrator to adjudicate his claims, failing which the said decision of the Director, NIPER shall be final and binding on the contractor.

Except where the decision has become final, binding and conclusive in terms of Sub para (iii) above, disputes or difference shall be referred for adjudication through a sole arbitrator appointed by the Director, NIPER. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Director, NIPER of the appeal.

It is also a term of this contract that no person other than a person appointed by such Director, NIPER, as aforesaid should act as arbitrator.

It is also a term of this Contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and NIPER shall be discharged and released of all liabilities under the Contract in respect of these claims.

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

It is also term of this Contract that the arbitrator shall adjudicate on only such disputed as are referred to him by the Director, NIPER and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1,00,000/- the arbitrator shall give reasons for the award.

It is also a term of the Contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. It is also a term of the Contract that the arbitrator shall be deemed to have entered on the reference on the date of issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

38.0 Water Supply

Supply of water will be given at one point and from there water may be taken to different place of work, making own arrangements by the contractor. For supply of water, 1% of value of items of work involving water during execution will be recovered.

39.0 Power Supply:

The contractor will be given supply of power at one point from where power is to be taken to different place of work making his own arrangement. Sub-meter is to be installed by the contractor at his own cost for consumption of units and electricity charges as per electricity bill shall be recovered from the RA Bills.

40.0 Treasure Trove etc:

Any treasure trove coin or object antique which may be found on the site shall be property of NIPER and shall be handed over to them immediately.

41.0 Method of Measurement:

Unless otherwise mentioned in the schedule of quantities or in mode of measurement the measurement will be on the net quantities or work produced in accordance with up to date . Rules laid down by the CPWD/PWD/Bureau of Indian Standards. In the event any dispute /disagreement the decision of the Architect/ Engineer shall be final and binding on the contractor.

42.0 Maintenance of Registers:

The contractor shall maintain the following registers as per the enclosed Proforma at site of work and should produce the same for inspection of NIPER/Architect/Engineer wherever desired by them. The contractor shall also maintain the records/register as required by the local authorities/Govt from time to time.

- i) Register for cement/paint/specific materials.
- ii) Register of steel
- iii) Register of bulk age of sand
- iv) Register for sieve analysis for fine aggregate
- v) Register for cube test results
- vi) Site Order Book for instruction & compliance.
- vii) Register for hindrance and recording cause of delay therein that to be authenticated by the Engineer concerned.

43.0 Force Majeure

43.1 Neither contractor nor NIPER shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as but not limited to war, hostilities, revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

43.2 As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

43.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting therefrom having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

44.0 Local Laws, Acts, Regulations

The contractor shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition act of 1970) and other safety regulations. The contractor shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable to the execution of the project.

- i) Minimum Wages Act, 1948 (Amended)
- ii) Payment of Wages Act 1936 (Amended)
- iii) Workmen's Compensation Act 1923 (Amended)
- iv) Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended) .
- v) Personal Injuries (Compensation Insurance) Act 1963 and any other modifications
- vi) Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- vii) Any other Act or enactment relating thereto and rules framed thereunder from time to time.

45.0 Accidents

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

SPECIAL CONDITIONS OF CONTRACT

1.0 Scope of Work

The scope of work is to carry out Repair, Renovation work of Civil, roof treatment, tiling, strengthening of R.C.C. ceiling/ floor, sanitary and plumbing, etc., of “ChunilalBhavan” at 168, Maniktala Main Road, Kolkata 700054.

2.0 Address of Site

The site is located at “ChunilalBhavan” at 168, Maniktala Main Road, Kolkata 700054.

3.0 Dimensions and Levels

All dimensions and levels shown on the drawing shall be verified by the contractor on the site and he will be held responsible for the accuracy and maintenance of all the dimensions and the levels. Figured dimensions are in all cases to be accepted and no dimension shall be scaled. Large scale details shall take precedence over small—scale drawings. In case of discrepancy the contractor shall ask for clarification from the Architect/Engineer before proceeding with the work.

4.0 Notice of Operation

The contractor shall not carryout any important operation without the Consent in writing from the Architect/Engineer.

5.0 Construction Records

The contractor shall keep and provide to the Architect/Engineer full and accurate records of the dimensions and positions of all new work and any other information necessary to prepare complete drawings recording details of the work as constructed.

6.0 Safety of Adjacent Structures and Trees

The site of work being within the premises declared as Heritage Building, the contractor shall provide and erect to the approval of the Architect/Engineer such supports as may be required to protect effectively all structures and protective guards to trees which may be endangered by the execution of the works or otherwise take such permanent measures as may be required by the Architect to protect the trees and structures.

7.0 Temporary Works

Before any temporary works are commenced the contractor shall submit at least 7 days in advance to the Architect/Engineer for approval complete drawings of all temporary works he may require for the execution of the works. The contractor shall carry out the modifications relating to strength, if required by the Architect/Engineer may require in accordance with the conditions of contract at his own cost. The contractor shall be solely responsible for the stability and safety of all temporary works and unfinished works and for the quality of the permanent works resulting from the arrangement eventually adopted for their execution.

8.0 Office Accommodation

A site office for the use of NIPER/Architect/Engineer shall be provided by the contractor at his own expenses.

All the expenses for obtaining statutory approvals and maintenance of the above facilities as well as running expenses shall be borne by the contractor at no extra cost. It is also the responsibility of the contractor to obtain statutory approvals for providing the above facilities.

9.0 Facilities for contractor's employees

The contractor shall make his own arrangement for the housing and welfare of his staff and workmen including adequate drinking water facilities. The contractor shall also make the arrangements at his own cost for transport where necessary for his staff and workmen to and from site of work at his own cost.

10.0 Lighting of Works

The contractor shall at all times provide adequate and approved lighting as required for the proper execution and supervision and inspection of work.

11.0 Site Order Book

A site order book shall be maintained at site for the purpose of quick communication between the Architect/Engineer. Any communication relating to the works may be conveyed through. Records in the site order book. Such a communication from one party to the other shall be deemed to have been adequately served in terms of contract. Each site order book shall have machine numbered pages in triplicate and shall be carefully maintained and preserved by the contractor and shall be made available to the Architect/Engineer as and when demanded. Any instruction which the Architect/Engineer may like to issue to the contractor or the contractor may like to bring to the Architect/Engineer two copies of such instructions shall be taken from the site order book and one copy will be handed over to the party against proper acknowledgement and the second copy will be retained for their record.

12.0 Temporary Fencing/Barricading

The contractor shall provide and maintain a suitable temporary fencing/barricading and gate at his cost to adequately enclose all boundaries of the site for the protection of the public and for the proper execution and security of the work and in accordance with the requirement of the Architect/Engineer and regulations of local authorities. These shall be altered, relocated and adopted from time to time as necessary and removed on completion of the work.

13.0 Site Meetings

Site meetings will be held on a fixed day every fortnight to review the progress and quality evaluation. The contractor shall depute a senior representative along with the site representative and other staff of approved sub-contractors and suppliers as required to the site meetings and ensure all follow up actions. Any additional review meetings shall be held if required by the Architect/Engineer.

14.0 Contractor to verify site measurement

The contractor shall check and verify all site measurements whenever requested by other specialists contractors or other sub contractors to enable them to prepare their own shop drawings and pass on the information with sufficient promptness as will not in any way delay the works.

15.0 Bar Bending Schedule

The contractor shall prepare a detailed bar bending schedule for all reinforced concrete works and get them approved by the Architect/Engineer well in advance.

16.0 As built drawings

i) For the drawings issued to the contractor by the Architect/Engineer.

The Architect/Engineer will issue two sets of drawings to the Contractor for the items for which some changes have been made. From the approved drawings as instructed by NIPER/Architect/Engineer. The contractor will make the changes made on these copies and return these copies to the Architect/Engineer for their approval. In case any revision is required or the corrections are not properly marked the architect/Engineers will point out the discrepancies to the contractor. The contractor will have to incorporate these corrections and/or attend to discrepancies either on the copies as directed by the Architect/Engineer and resubmit to him for approval. The Architect/Engineer will return one copy duly approved by him.

ii) For the Drawings prepared by the Contractor

The contractor will modify the drawing prepared by him wherever the changes as made by NIPER/Architect/Engineer. And submit two copies of such modify drawings to the architect/Engineer for approval. The Architect/Engineer return one copy of the approved drawing to the contractor.

17.0 Approved make

The contractor shall provide all materials from the list of approved makes. The Architect/Engineer may approve any make/agency within the approved list as given in the tender.

18.0 Procurement of Materials

The contractor shall make his own arrangements to procure all the required materials for the work. All wastages and losses in weight shall be to the contractor's account.

19.0 Possession Prior to Completion

The Owner shall have the right to take possession of or use any completed or partially completed part of the work. Such possession or use shall not be an acceptance of any work not completed in accordance with the contract Agreement.

20.0 Removal of Improper Work

The Owner shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Owner Architects are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanships not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order the Owner shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Owner/Architects shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate which may be given by the Architects shall relieve the contractor from his liability in respect of unsound work or bad materials.

21.0 Concealed Work

The contractor shall give not less than 5 days notice to the Owner/Architects whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial. In default whereof the same shall, at the opinion of the Owner/Architect be either opened up for measurement at the contractor's expense or no payment maybe made for such materials. Should any dispute or differences arise after the execution of any work as to measurements etc or other matters which cannot be conveniently tested or checked, the notes of the Owner/Architects shall be accepted as correct and binding on the contractor.

22.0 Substitution

Should the contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Owner/Architects in writing for any such substitution well in advance. Materials designated in this specifications indefinitely by such term as "Equal" or "Other approved" etc specific approval of the Owner/Architects has been obtained in writing.

23.0 Preparation of Building works for Occupation and Use of Completion

The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects put right. On completion of such inspection the contractor shall inform the Owner that he has completed the work and it is ready for inspection. On completion the contractor shall clean all windows and doors including the cleaning and oiling if necessary, of all hardware, inside and outside, all floors, staircases, and every part of the building. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the Owner.

24.0 Defects after completion

The contractor shall make good at his own cost and to the satisfaction of the Owner all defects, shrinkage, settlements or other faults which may appear within 12 months after completion of the work. In default the Owner may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Owner or may be deducted by the Owner, in lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained under Security Deposit together with any expenses the Owner may have incurred in connection therewith.

25.0 Idle Labour

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

26.0 Guarantee for the Specialized Works

Wherever provision for submission of a guarantee has been advised, the same shall be submitted from the specialized agency along with a counter guarantee by the main contractor engaged for the work. The guarantee shall be furnished on a non—judicial stamp paper of appropriate value. If the contractor is required to submit guarantee/guarantees for any item/items for a period of more than 12 months, the guarantee/guarantees in case of those items. shall remain valid even after expiry of the defect liability period of 12 months as stipulated in the contract.

27. CONTRACTOR'S SITE SUPERINTENDENCE:

The contractor shall employ the following technical staff during execution of works:-

One Graduate Engineer with experience of 2 years or One Diploma Engineer with experience of 5 years

In case one Diploma Engineer with experience of 5 years has not been employed, Rs.15,000/- per month will be recovered from the contractor.

28.0 Declaration

I/We have inspected the site of works and have made me/us fully acquainted with the local conditions in and around the sites of works. I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, General Conditions of Contract, Technical Specifications and understood the same particularly the contents of the Performance Guarantee Bond and on the basis of the same I/We quoted our rates in the schedule of quantities attached with the tender documents.

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

Signature of Tenderer

Witness :

Address :

Date :

Form of Performance guarantee / Bank guarantee bond

[Reference para 21.1.(1)(V)]

In consideration of NIPER-Kolkata having offered to accept the terms and conditions of the proposed agreement between.....and (hereinafter called “the said Contractor(s)”) for the work (hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (hereinafter referred to as “the Bank”) hereby undertake to pay to the NIPER-Kolkata an amount not exceeding Rs. (Rupees..... Only) on demand by the NIPER-Kolkata.

2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the NIPER-Kolkata stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)

3. We, the said bank further undertake to pay the NIPER-Kolkata any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the NIPER-Kolkata under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the NIPER-Kolkata certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, (indicate the name of the Bank) further agree with the NIPER-Kolkata that the NIPER-Kolkata shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or

to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the NIPER-Kolkata against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the NIPER-Kolkata or any indulgence by the NIPER-Kolkata to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the NIPER-Kolkata in writing.

8. This guarantee shall be valid up tounless extended on demand by the NIPER-Kolkata. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated theday offor.....(indicate the name of the Bank)

APPENDIX

Name of Work	:	As mentioned in Special Conditions of Contract
Location Contract	:	As mentioned in Special Conditions of
Scope of Work the Special	:	As above and as further detailed in Conditions of Contract.
Defects Liability Period	:	12 Months
Date of commencement or	:	10 days from the date of issue of work order the date on which the contractor is instructed to take possession of the site, whichever is later.
Date/ Time of completion	:	90 days
Liquidated Damages	:	1.5% of the accepted tender amount per month of delay subject to a ceiling 10% of the
Value of works for interim Certificate.	:	Rs7.00 Lacs (approx.).

Earnest Money : **Rs. 32,200/-**
by Bank Draft/Pay Order

Security Deposit : 10% of value of work including Performance
Guarantee amount

Performance Guarantee : 5% of the accepted tender value
In the form of Bank Guarantee

Release of Security Deposit : Release of Bank Guarantee on completion
of the work and balance within one month
after expiry of Defect Liability period.

Period of honouring
Certificate : 1. 15 working days for RA Bills from the date of
submission to NIPER by contractor.
2. The Final Bill will be submitted by the
contractor within one month from the date
of completion.

NAME OF WORK : REPAIR AND RENOVATION WORK OF 8 NOS. TOILETS AT Ground FLOOR, FIRST FLOOR & SECOND FLOOR OF "CHUNILAL BHAVAN" , NIPER - KOLKATA AT 168, MANIKTALA MAIN ROAD, KOLKATA-700054.

Work shall be carried out strictly following specifications of CPWD. If specification is not available in CPWD, local PWD Schedule shall be followed. For non-schedule items of work, manufacturer's specifications as approved by Architect/Engineer of NIPER shall be followed.

The Contractor shall quote for the best of the materials as specified below with ISI mark wherever applicable. The Contractor shall obtain prior approval from the Employer/Consultants before placing order for the specific materials. In case of non-availability of any of the approved/specified materials/Agency, during the execution of the work, the Employers/Consultants may approve suitable equivalent brand/Agency and their decision shall be final and binding on the Contractors.

LIST OF APPROVED BRANDS / MAKE /VENDORS

CIVIL :

Description**Make**

1.	Cement	Lafarge Concreto./ Ultratech or equivalent PPC / PSC – IS 455
2.	Steel	TATA Tiscon, SAIL or equivalent
3.	Stone chips	Pakur/ Panchami/ Chandil equivalent
4.	Sand	Coarse for concrete, medium for brickwork and plastering.
5.	Aluminium window.	HINDALCO section or equivalent
6.	Tinted glass panes	Modi float / Asahi or equivalent
7 (a)	Porcelain tiles.	Johnson / NITCO / Kajaria / Somani / Bajaj / Bell / Asian / Granito or equivalent
(b)	Ceramic Wall Tiles	Kajaria /Johnson or equivalent
(c)	Ceramic Tiles Floor	Johnson / NITCO / Kajaria / Somani / Bajaj / Bell /Asian / Granito or equivalent
8.	Marble	Makrana white or equivalent
9.	FRP door frame and shutters	As per IS-4020
10.	Decorative Flush door	Greenply / Century or equivalent
11.	Composite Fire door.	Fire Shield or equivalent
12.	Glass Mosaic	Italia / Bisazza or equivalent
13.	Primer	Berger / Asian Paints / ICI or equivalent
14.	Enamel Paint	Asian Paints / ICI / Berger or equivalent
15.	Oil bound distemper (synthetic)	Berger / ICI / Asian Paints or equivalent

16.	Exterior paint	Weathercoat of Berger Paints / APEX of Asian Paints / ICI or equivalent
17.	Pidifin 2K	Dr. Fixit or equivalent
18.	Rolling shutters (CRCA)	Dhariwal / Bengal
19.	Structural sections	TATA make / SAIL
20.	Steel grills/railings	CRC sections
21.	Bitumen felt	STP or equivalent
22.	Waterproofing compound	CICO / Pidilite / Sika / Dr. Fixit or equivalent
23.	Rectangular hollow steel section	TATA STRUCTURA or equivalent
24.	Tubular steel section	TATA STRUCTURA or equivalent
25.	Glass canopy fittings	Dorma / Hardwyn Euro or equivalent
26.	Toughened glass	Saint Gobain / Asahi or equivalent
27.	Digital Vitrified tiles	Johnson / NITCO / Kajaria / Somani / Bajaj / Bell / Asian / Granito or equivalent
28.	Aluminium Composite Panel	Pratap Bond, Aluco Bond or equivalent
29.	Colour coated Sheet	TATA Blue Scope or equivalent
30.	Ceramic Roof tiles	Johnson Endura or equivalent
31.	PLY & BLOCK BOARD	GREENPLY, CENTURY or equivalent
32.	LAMINATE	GREENLAM, CENTURYMICA, ROYAL TOUCH or equivalent
33.	TEXTURE LAMINATE / METALLIC LAMINATE	CENTURYMICA, GREENLAM, ROYAL TOUCH or equivalent
34.	MDF / PRELAMINATED MDF	CENTURY MDF, GREEN PANEL MAX or equivalent
35.	CEMENTITIOUS BOARD	ZYKRON (CENTURY), VISHAKA or equivalent
36.	FALSE CEILING	INDIA GYPSUM, ARMSTRONG or equivalent
37.	WOOD FOR FRAME WORK	MALAYSIAN SAL or equivalent
38.	WOOD FOR LIPPING & MOULDING BEAD	TEAK WOOD
39.	DRAWER LOCKS	GODREJ, HAFFLE, SOLO or equivalent
40.	DOOR LOCKS	GODREJ, HAFFLE, DORMA or equivalent
41.	STAINLESS STEEL HANDLE	DORMA, HAFFLE
42.	WOOD ADHESIVE	FEVICOL
43.	GLASS FILMS	3M
44.	GI Pipe	TATA medium or equivalent
45.	HCI Pipe	ISI marked

46.	UPVC Pipes	Supreme or equivalent
47.	Sanitary ware (wash basin, Pedestal, flat black urinal, W.C. etc.)	Parryware / Hindware / Jaquar or equivalent
48.	Flushing cistern	Reliance or equivalent
49.	Bib cock / Stop cock/Pillar cock	EscooDelux/ Jaquar or equivalent
50.	Water purifier cum cooler (RO)	Eureka Forbes / Kent or equivalent
51.	Geysers	Venus / Bajaj or equivalent
52.	Peets bulb	Leader/Annapurna/Laxmi or equivalent