NOTICE INVITING TENDER No: ENGG/2017-2018/001

Name of work : Internal painting of all the floors of ‘A’ Building and ‘C’ Building, Ground and First Floor Offices, all corridors including basement of ARI Main Building

Estimated Value : Rs. 31,18,407/-

Earnest Money : Rs. 62368/-

Last Date and Time of Submission of Tender : 13 November 2017 at 16:00 Hrs.

Date & Time for opening of Technical bid (Part-A) : 14 November 2017 at 11:30 a.m.

Date & Time for Opening of Price bid (Part-B) : To be intimated later on to the Technically qualified bidders only.

Address for submission of tender : Administrative Officer
Agharkar Research Institute
Gopal Ganesh Agarkar Road
Pune-411004

Place of opening of Tender : Committee Room,
Agharkar Research Institute

Tender Fee : Rs.500 in cash or DD
Tender Downloaded bidders should pay at the time of opening of Technical bid (Part –A)
MACS- AGHARKAR RESEARCH INSTITUTE
PUNE - 411004.

Tender Document

For

The work of

INTERNAL PAINTING OF ALL THE FLOORS OF ‘A’ BUILDING, ‘C’ BUILDING, GROUND AND FIRST FLOOR OFFICES AND ALL CORRIDORS INCLUDING BASEMENT OF MAIN BUILDING OF ARI.

AT ARI Pune 411004

OCTOBER 2017
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### Sr. No. 10: Can be seen in the handbook of CPWD Specifications Vol. 1 & 2.

**NOTE:** Tenderer should confirm that they have received all the above papers. All the documents issued are to be returned duly signed by the tenderer while submitting his offer.
1. NOTICE INVITING TENDERS

Sealed item rate tenders are hereby invited for the following work from contractors registered in the approved list of appropriate class of CPWD, State PWD, Railways, MES, Post & Telegraph Department, Semi-Govt. organizations and from those who have worked for CSIR or its Laboratories/Institutes in appropriate class for carrying out the following work at Agharkar Research Institute Pune. The bids will be accepted in respect of only those contractors having successfully completed at least three works of similar nature each costing not less than 12.5 lakhs (40%) or two similar works each costing not less than 18.7 lakhs (60%) or single similar work of costing not less than 31.50 lakhs with CPWD/PWD/Govt. Undertakings/Autonomous Institutes or other reputed organizations during the last three years ending 31st October 2017. The contractor shall submit the experience certificate of satisfactory completion/documentary proof from the appropriate authority.

<table>
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<th>Sr. No.</th>
<th>Name of work</th>
<th>Cost of work</th>
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<td>Particulars of buildings</td>
<td>Rs. 31,18,407</td>
<td>Rs. 62,368</td>
<td>Rs. 500</td>
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<td>A)</td>
<td>Internal painting of all rooms on all floors of ‘A’ bldg.</td>
<td>13,04,326</td>
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<td>B)</td>
<td>Internal painting of all rooms on all floors of ‘C’ bldg.</td>
<td>14,45,756</td>
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<tr>
<td>C)</td>
<td>Internal painting of main bldg. ground and first floor offices and all corridors with basement.</td>
<td>3,68,325</td>
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Detailed Instructions for filling and submitting tender, General conditions of contract, special conditions of contract etc. are available on our institute website: www.aripune.org
2 INSTRUCTIONS FOR FILLING AND SUBMISSION OF TENDER

2.1 The Tender form must be filled in English and all entries must be made by hand and written in ink. Rates and amounts of the all items should be written in figures as well as in words. All corrections/deletions/scoring out/over writing shall be initialed.

2.2 Each of the Tender Document papers is required to be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of the Contract, the General Specification, the Special conditions, etc., as per the C.P.W.D. norms All the specifications and the process of carrying out the said works will be as per Central Public Works Department norms, rules, procedures and regulations.

2.3 Tender shall be signed and duly witnessed before dispatched. If you wish to send the tender ‘BLANK’ please inscribe it as such.

2.4 The Bill of Quantities may increase or decrease as per the site conditions.

2.5 The bids / tenders received by email /fax /telegraphic shall not be considered.

2.6 The Bidders are requested to give detailed tender in two Bids consisting of:

Part I. Technical Bid
Part II Commercial Bid

2.6.1 Two Bid System:

Two bid system should be followed for this Tender. The bidder must submit the offer in two separate sealed envelopes. Both the technical and commercial bid envelopes should be properly sealed and clearly marked as Envelope 1 – Technical Bid and Envelope 2- Commercial Bid. Both these envelopes should be placed in a third envelope, properly sealed and subscribed with the following information:

- Tender Reference Number:
- Due date:
- Name of the Vendor:

and addressed to Director, Agharkar Research Institute, G.G. Agarkar Road, Pune 411 004

2.6.2. Tenders which are submitted without following the Two-bid Offer System will summarily be rejected.

2.6.3 Envelope No. 1: shall contain “Technical Bid” and Earnest Money Deposit (EMD). No price information should be included in this Technical bid. Technical Bid should comprise the following:

a) Full technical details and components of the services asked in the tender should be included. All pages of the quotation should be numbered. If the total number of pages of the quotation is 25, individual pages should be numbered as 1 of 25, 2 of 25, and so on. Each page of the
b) Covering letter on company’s letter head.

c) Biodata of company (Company profile, organizational setup, credentials, list of plant, machinery & tools in his possession).

d) Copies of TIN no., PAN no., GST Reg.no.

e) Copies of work orders and completion certificates of painting works executed successfully during the last 5 yrs. in Govt., Public sector, Autonomous body or reputed Public Ltd. Company, with at least one work of value not less than Rs. 31.5 lakh or two similar works, each of value not less than Rs.18.7 lakhs or three similar works, each of value not less than Rs. 12.5lakhs.

f) Entire Tender Notice (except Price bid which shall not be included in envelope-1) duly signed & stamped by the bidder.

g) Earnest Money Deposit amounting to Rs. 62,368/- (Rs. Sixty-Two Thousands Three Hundred Sixty-Eight Only) in required form i.e. demand draft or pay order of a schedule bank and drawn in favor of The Director, Agharkar Research Institute Pune - 4. EMD shall not be accepted in any other form. No interest will be paid on EMD.

h) An Undertaking to agree to give a security deposit/Performance guarantee amounting to 10% of the purchase order value by way of Demand Draft/Bank Guarantee in favour of the Director, Agharkar Research Institute, Pune 4., in case of being the successful bidder, from a bank acceptable to the Institute, preferably a Nationalized bank. The validity of the security deposit should be equivalent to completion of all contractual obligations plus sixty days.

i) The tender duly filled in may be sent to above mentioned address either by post or hand delivered in the tender box kept near the Administration Section of ARI Main Building, after ensuring that due entries are made in the tender register kept at the counter. It should not be handed over to any employee of the Centre. No tender shall be accepted later than the time schedule specified.

j) Any clarifications/amendments/corrigenda etc., to Tender Notice before last date of submission of bid will only be available on our website: www.aripune.org. Therefore, bidders are advised to keep visiting our website.

2.7 The bid /tender received without earnest money is liable to be rejected.

2.8 Tender submitted by contractor whose registration Certificate has expired on or before the date of submission of tender, shall be rejected and returned unopened.

2.9 Commercial Bid (Part-B): In this bid, the bidder is required to quote his item rates in the BOQ attached in accordance with the scope of work, terms & conditions & technical specifications enclosed. The rates/price quoted by contractor should be all inclusive i.e. should include all material cost, labour, services, plant/machinery/tools & tackles, ladders & scaffolding required for work, freight, Insurance, Octroi, Govt. duties & levies, taxes (VAT, Service Tax, Sales Tax etc.),
transit/cartage of materials/labour and all other expenses not specifically mentioned but reasonably implied. Nothing over and above these rates shall be payable to contractor. Further nothing extra in rates will be considered for any variations in tender quantities or due to any site difficulties. It is mandatory for bidder to quote all items rate as asked for in the BOQ/PRICE schedule. Failure in not filling some item rates will lead to rejection of tender. The bidders should quote unconditional rates, neatly written without any overwriting and all pages should be duly signed & stamped.

3.0 Facilities for execution of bank guarantee for following purposes are available to the contractors as detailed below:

(a) Security Deposit/additional security deposit for individual work covering contract period and defects liability period of one year thereafter.

(b) Retention money for payment of running accounts.

4.0 TENDERS SUBMITTED BY THE PARTNERSHIP FIRM: - If a tender is submitted on behalf of a firm, it must be signed either by all the partners or some person holding valid power of attorney from all the partners constituting the firm. The tender shall be accompanied by valid power of attorney duly executed in his favor by such other person/or by all the partners stating specifically that he has the authority to bind such other person(s) or the firm as the case may be in all matters pertaining to the contract including the arbitration clause. The power of attorney shall be executed as indicated below: -

(a) In case of proprietorship concern, an affidavit shall be submitted by the signatory to the tender document that he is the sole proprietor of the firm.

(b) In case of a partnership concern, the power of attorney shall be executed by all the partners.

(c) In case of a company, the power of attorney shall be executed in accordance with the constitution of the company.

5.0 (a) Tenderer will not make of his own, any alteration in the tender documents, issued to him by ARI. It is expressly brought to the notice of tenderer that if he makes any alteration in the tender documents and does not specifically bring out the alteration to the notice of Accepting Officer through a letter along with his tender and his tender is accepted by the Accepting Officer, the alteration(s) made by the tenderer shall be deemed to have become null and void and the original provision in the tender documents as originally made by ARI or amended subsequently through amendment to tender documents issued by ARI, shall hold good & the contractor will not have any claim on this account.

(b) The ARI may issue amendments to these tender documents before due date of submission of tender. The tenderer is required to read the tender documents in Conjunction with the amendment if any, issued by ARI. The tenderer is not supposed to incorporate the amendment in the body of the tender documents, either in ink or in pencil.

(c) In view of above, it is agreed by both the parties, viz. the tenderer and the ARI, that amendments/insertions if any, incorporated by the tenderer in his tender shall be treated as cancelled and the errata/amendment to the tender documents issued by the ARI shall hold good.

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Signature of Contractor with Seal
6.0 The tenderer will not make any corrections using correcting fluid in tender specifically on his quoted rates/ percentages in figures and words on tender documents. Any correction, specifically in rates/ percentages to be quoted by the tenderer shall be done by neatly scoring off the incorrect entry and rewrite the correct entry with ink, afresh, without overwriting. The bid / tender consisting corrections with correcting fluid shall stand rejected.

7.0 The tenderer shall quote his rates on the bill of quantities’ and General Summary pages only.

8.0 In the event of lowest tenderer revoking his offer or revising his rates upward, after opening of tenders, (which will be treated as revocation of offer), the Earnest Money deposited by him shall be forfeited & such offer shall be rejected.

9.0 These instructions shall form part of tender.

10.0 Date of opening of Tenders
   a) The technical bids will be opened on the date and time indicated in the tender document in the presence of the bidders who decide to be present. The bidders’ representatives shall sign an attendance sheet/register as a proof of having attended the meeting.
   b) The technical bids will be evaluated to short-list the eligible bidders.

11.0 Opening of Commercial Bids:
   i) The commercial bids will be opened only of the technical qualified bidders. The date of opening of the commercial bids will be communicated to the qualified bidders, whose representatives can remain present while opening the commercial bids. The bidders’ representatives shall sign an attendance sheet/register as a proof of having attended the meeting.
   ii) The commercial bids of those bidders who were found technically deficient and are not qualified as per the tender as adjudged by the indenter/technical committee will be returned without opening.
   iii) The bidder’s name, bid prices, discounts, and such other details considered appropriate by the institute authorities will be announced at the time of the opening.

12.0 ARI reserves the right to accept the offer in full or parts or reject the offer summarily or partly.

13.0 Late Bids: ARI will not be responsible for late delivery of tenders. Similarly, tenders received via telegraph/telex will not be accepted.

14.0 Award of Contract
   i) ARI shall award the contract to eligible bidder whose bid has been determined as the lowest evaluated bid.
   ii) If more than one bidder quotes same lowest price, ARI reserves the right to award the contract either to any one.
   iii) ARI reserves the right at the time of the award of contract to increase or decrease the
quantity of items specified in the Schedule of requirements without any change in price or other terms and conditions.

15.0 **Corrupt and Fraudulent Practices:** The bidders should exercise highest standards of ethics and fair practices. At any stage, if the Institute comes to know of any fraudulent or corrupt practices, the ARI reserves the right to cancel the contract at any stage.

16. The estimated Cost is **Rs. 31,18,407/-** (Rupees Thirty-One Lakhs Eighteen Thousands Four Hundred Seven only) is based on the CPWD DSR 2016 with Cost index @ 1.09% for scheduled items & on market rates for nonscheduled items for civil works.)

17.0 **Time** for carrying out the work will be **Nine Months** and the date of commencement shall be reckoned from the **tenth day** of issue of award letter.

18.0 The complete Contract documents to be complied with by the tenderer, who’s tender may be accepted, can be seen at the office of the **Engineering unit, A.R.I., Pune - 411004.**

19.0 The tender document (Non-transferable) should be on the specified form, the same may be obtained from the Office of the **Administrative officer, A.R.I., Pune - 411004., during office hours on payment of Rs. 500/- (Rs. Five Hundred only) as demand draft of a schedule bank drawn in favor of “The Director, Agharkar Research Institute Pune - 4” (Non-refundable). Sale of tenders shall be from **31/10/2017 to 09/11/2017 up to 16:00 Hrs.** The tender documents can also be seen /downloaded from our website **www.aripune.org.**

(1) In case the tender document is downloaded from the website, then Tenderer should enclose a separate Demand draft/ banker’s cheque in favor of The Director, Agharkar Research Institute Pune 411004, payable at Pune for Rs. 500/ (non-refundable) towards tender cost.

(2) **Eligibility Documents:** - following documents duly self-attested should be enclosed in technical bid envelop.

   a) Attested Photo copy of **PAN CARD.**

   b) Attested photocopy of proof of their registration for **GSTIN** with the Service Tax Department, Maharashtra State.

   c) Attested Photo copy of latest valid **registration certificate** with above authorities for the prescribed amount.

   d) The contractor should give list & produce the definite proof of similar works completed satisfactorily (completed means full & final settlement of full scope of work.) Tenderer is required to produce the work completion certificates from appropriate authority not below the rank of Executive Engineer or Equivalent.

   e) The contractor should submit the necessary documents for showing their Average annual turnover for last 3 consecutive financial years confirmed by a registered Chartered Accountant.
20.0 The schedule of submission of bids and opening of the bids is as follows:

i) The tender documents should be dropped in the BOX located in Administration Department of ARI. All tenders received by post/courier, by hand will also be dropped in the Tender Box after duly recording in a register and authenticated by Administrative Officer.

ii) The Bid opening will be as follows:

Place: Normally in the Committee Room, ARI, Pune 411 004. The security personnel will have the information of any change in the venue.

Time and date of submission: **up to 13/11/2017 at 16:00 hrs.**

Time and date of opening Technical Bid: **14/11/2017 at 11.30 a.m.**

The commercial bids of eligible tenderers will be opened later. The date, time & venue will be intimated separately.

21.0 The ARI does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.

22.0. Canvassing in connection with the tenders is prohibited and the tenders submitted by the contractor who resort to canvassing are liable for rejection.

23.0. 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.

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

a. 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.

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

c. 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.

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

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

27.0. Earnest money will be forfeited if the contractor fails to commence the work as per letter of award & within stipulated time.

28.0. 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 tender document.

29.0 **Stores to be issued:** No material will be issued by the ARI. Contractor has to arrange all materials required for this work.

Sd / -

*Administrative officer*
3. ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT MADE AT .................. This......... day of ................. BETWEEN the “The Director Agharkar Research Institute Pune 411004”. (Hereinafter referred to as the ARI, which expression shall include its successors and assignees and authorized officers of the Institute) of the one part and ................. trading in the name and style of ..................... (Hereinafter referred to as the contractor(s) which expression shall include his / their respective heirs, executors, administrators and permitted assignees) of the other part.

WHEREAS the ARI is desirous of getting the work of ......................... done and has caused drawings, Schedule of Quantities and Specifications describing the work to be prepared.

AND whereas the said specifications and the schedule of quantities and other documents have been signed by on the behalf of the parties.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

In consideration of the payments to be made to them as hereinafter provided the Contractor shall upon and subject to the conditions hereinafter contained execute and complete, the work at the rates specified in the attached schedule of quantities and with such materials as are provided for and in accordance in all respect with specifications, designs, drawings and instructions in writing. Time for carrying out the work will be ............... and the date of commencement shall be reckoned from the tenth day of issue of award letter. The ARI shall pay to the Contractors such sums as shall become payable hereunder at the times and in the manner specified in the said conditions. This agreement contains the following documents in addition to pages of Articles of Agreement.

i) General Conditions of Contract Page No __________to ______

ii) Special Conditions Page No __________

iii) Indenture for Secured Advance Page No_________to ______

iv) Original tender document along with the covering letter of the firm

dated____Page No: 1 to _____

In witness whereof the parties hereto have set their respective hands the day & year herein above written.

Signed by, for and on behalf of ARI .........................

In the presence of

(1) ___________________________2) ___________________________

Signed by the said Contractor

In the presence of (1) ___________________________2) ___________________________
4. **GENERAL CONDITIONS OF CONTRACT**

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

   (b) This contract shall comprise of the Articles of Agreement, General Conditions of Contract, Special Conditions, the Schedule of Quantities, specified makes/brands of materials mentioned at Annexure-1, letter of acceptance of tender and other documents mentioned in the contents sheet attached hereto and including these to which only reference is made herein.

   (c) In case of dispute/ambiguity in the interpretation of any of the clauses in the Tender Document, the interpretation of Director, ARI shall be final.

   **Work or Works:** Shall mean all work or works defined in schedule of quantities, specification and such other work or works as the contractor may be entrusted with for carrying out under this contract.

   **ARI:** Shall mean The Director, Agharkar Research Institute Pune 411004

   **Contractor:** Shall mean the individual or Firm or Company, whether incorporated or not. Undertaking the work and shall include the legal personal representative or such individual or the persons composing such Firm or Company or the successors of such Firm or Company and the permitted assignees of such individual or Firm or Firms or Company.

2. **Drawings and Specifications**

   The Contractor shall execute whole and every part of the work in the most substantial and workmanlike manner both as regards material and otherwise in every respect in accordance with the specifications. The contractor shall also confirm exactly and faithfully to the design, drawings and instructions given in the respect of the work by the ARI. The contractor shall be furnished free of charge one copy of such specifications and all such designs, drawings and instructions as are not included in the printed publications.

3. **Earnest Money Deposit (EMD)**

   An earnest money of Rs 62,368/- has to be enclosed along with the Technical bid (Part-A). The EMD shall be only in the form of Bank Draft /Banker’s cheque in favor of Agharkar Research Institute, Pune, payable at PUNE. No Cheques/Cash shall be accepted as EMD. The refund of EMD to the technically disqualified & lowest 4th bidders onwards shall be made within 15 days from the date of opening of price bid. The refund of EMD of the 2nd & 3rd lowest bidders shall be made after award of work and site mobilization by the successful bidder. The EMD of the successful lowest bidder (L1) shall be held back with the Institute and will be released after completion of the works and site clearance.

4. **Validity of Tender:** Tender shall be valid for our acceptance without any change in rates and Tender Notice conditions for a period of 90 days from the date of opening of price bid.

5. **Escalation:** No escalation over and above item’s rates quoted by the bidder shall be paid during the execution of contract.
6. **Completion time:** The time shall be the essence of this contract and entire work as titled above is to be completed in all respects within a period of nine (9) months from the date of issue of LOI /work order by the Institute. Any delay in completing the work for reasons attributable to the Contractor is liable for liquidated damages as per clause mentioned in Tender Notice. Under the force-majeure conditions or delay due to reasons beyond control of the contractor, ARI may grant suitable time extension without penalty for which the contractor has to request along with the justification/ reasons well in advance to ARI for approval without any prejudice to price escalation. No time extension request shall be considered after the expiry of completion period/contract. The decision of the Director, ARI regarding Time extension will be final and binding on the contractor.

7. **Scope of Work:** Detailed scope of work, special terms & conditions, makes of materials and specifications etc. are enclosed with this Tender Notice as per Annexure –1. Bidder must read them before filling rates.

8. **Deviations:** No deviation from the stipulated terms and conditions will be allowed. Tender will be unconditional.

9. **Site Conditions:** Contractor shall acquaint himself fully with the site conditions and the working environment of ARI Pune before quoting his rates. No Compensation on account of any site difficulties will be entertained, at a later date, after award of the work.

10. **Correspondence:** All the correspondence in respect of tender/award of work shall be made to Director, ARI Pune.

11. **Terms of Payment:** The payment shall be made on submission of the bills in proper format by the contractor after due certification by the ARI’s engineer responsible for supervision of the work. Contractor can submit four interim or running bills and one final bill after completion of work for claiming payment based on actual quantities of items of work executed as per BOQ and ARI’s instructions.

12. **Labour Laws:** The contractor will abide by all the rules and regulations related to labour laws, accident, workmen compensation act, workmen insurance etc. This will be the sole responsibility of the contractor. ARI will not be a party at any stage in any of the disputes relating to the above. In case, ARI has to bear any expenditure due to non-conformance of the above provisions by the contractor, the same will be recovered from contractor’s bills.

13. **Rules governing the Contractor’s employees working in the ARI Premises:** The contractor’s employees working inside the ARI campus will abide by the Centre’s rules & regulations for works inside the campus. Any damage to the ARI property due to mishandling, carelessness on the contractor’s or his workmen’s part will be recoverable from the contractor’s bills.

14. **Liquidated damages:** In case the work is delayed beyond the specified completion period for reasons attributable to the contractor, deductions on account of Liquidated damages @1/2% of the contract value per week will be deducted subject to a maximum of 10% of the contract value. However, during the delayed period, ARI also reserves the right to get some portion of work done by any other contractor at the risk and cost of the existing contractor and amount to that effect along with 10% overhead charges will be deductible from his bills/dues.

15. **Extra or substituted item:** If any extra or substituted item appears in the work, contractor shall submit its rate analysis supported with documents which shall be approved by ARI. If required, ARI can make its
own analysis based on DSR document of CPWD or based on market rates for determining item rate and pay to contractor accordingly.

16. **Defect Liability period:** Defect liability period shall be one year from the date of completion of work. Any defect arising in this period due to contractor's fault will be rectified by him at his own cost. Failure to do so shall lead to forfeiture of security deposit.

17. Contractor should depute a qualified supervisor dedicated for this work, who will monitor and coordinate work from contractor's side and interact with the ARI's engineer, responsible for supervision of work, on regular basis.

18. Contractor will take due permission for entry of all his workmen in ARI. No unauthorized person will be allowed to work inside.

19. The contractor will arrange all necessary materials, tools, equipment, access ladders & scaffolding, measuring instruments and working consumables etc. needed for execution of the works. Safe custody of all such material will be contractor's sole responsibility. No extra charges will be paid for the same. Watch and ward of all material till the completion of work shall be the sole responsibility of the contractor and pilferage etc. shall be entirely to his account.

20. During execution of work, Engineer can make minor changes in the scope of work as per site conditions or other reasons. Contractor will have no extra claim in his rates for the same.

21. If during the execution of works, any damage is caused to ARI property by contractor's workers, contractor will duly make good the loss. ARI has the right to make suitable deduction from contractor's bills along with penalty, if contractor fails to make good the loss.

22. During execution of work, the contractor should follow all standard norms of safety measures/precautions as per relevant IS codes and CPWD specifications to avoid accidents/damages to man, machines and buildings, at his own cost. Contractor will have his own arrangement to escort the labour to the nearest hospital for treatment in case any injury happens to any worker during execution of work.

23. Manpower deployed by the contractor at our site for carrying out contract works is strictly prohibited being associated with any other works on the campus.

24. No material belonging to the contractor whether consumable or non-consumable should be brought inside the ARI campus without proper entry at the Main Gate nor any material should be taken out without proper gate pass issued by the authorized representatives of the Centre.

25. During execution of the work, contractor should dispose off waste material on regular basis and should keep the area of work properly cordoned off and neat and clean as far as possible. After completion of work, contractor should clear the site completely of all unwanted and junk material before submitting his final bill.

26. Tender once submitted will remain with the Institute and will not be returned to the bidders.

27. **Contractor to Provide Everything Necessary**

(a) The contractor shall provide at his own cost all materials, plants, tools, appliance, implements, ladders, scaffolding, temporary works, etc. requisite or proper for the execution of the work whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or which may be necessary for the purpose of satisfying or complying to the conditions without charge the requisite number of persons with means and materials necessary for the
purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials.

(b) The contractor shall provide himself with requisite quantity and quality of water for carrying out the works at his own, if, however piped water is supplied by the ARI, the contractor shall pay for the water at one percent of the total of the work done. The contractor shall make own arrangement for water connection and laying of further pipelines from the source of supply of the ARI. It should be clearly understood that the ARI does not guarantee to maintain uninterrupted supply of water and it will be incumbent on the part of the contractor to make alternative arrangement for water at his own cost in the event of any temporary breakdown in the water mains so that the progress of work is not held up for want of water. No claim as damages or refund of water charges will be entertained on account of such breakdowns. However, if the contractor is permitted to make his own arrangement to draw water from a well, hand pump, or natural river or pond of the ARI, no charges will be made for the water drawn from the same, but the contractor will make good any damage done to the installations and ensure that the quality of water used in the work is conforming to BIS codes and provide for any treatment at his own cost.

(c) Subject to availability the ARI may supply power at only one point from where the Contractor shall make his own arrangement for distribution including provision of electric meters, switches, fuses etc. at his own cost. These shall be in the custody of the ARI. If there is any hindrance caused to other works the contractor shall reroute or remove such temporary lines without any extra cost. Such temporary lines shall be removed after the completion of work. The cost of power consumed by the contractor shall be payable to the ARI at rates fixed by the ARI, which would be deducted from the running account bills. However, the ARI does not guarantee the supply of power and no compensation for any failure or short supply of power shall be entertained.

“Sufficiency of Tender: The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of the tender the works and the rates and the prices quoted in the schedule of items, which rates and the prices shall, except as otherwise provided, cover all his obligation under the contract and all matters and things necessary for the proper completion and maintenance of the works”.

28. Rates to include all Taxes

(a) Rates quoted by the contractor shall include GST, duties, octroi, toll tax, royalties and all other taxes in respect of this contract and the ARI shall not entertain any claim whatsoever in this respect. Tendered rates are inclusive of all taxes levies payable under the respective statutes. However pursuant to the Constitution (Forty Sixth Amendment) Act; 1982 if any further tax or levy is imposed by Statutes, after the date of receipt of tenders and the contractor there upon necessarily and properly pays such taxes/levie the contractor shall be reimbursed the amount as per the rules on producing proof of payment so made provided such payments, if any, is not in the opinion of the ARI (whose decision shall be final and binding) attributable to delay in execution of work within the control of the contractor.

(b) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the ARI and further shall furnish such other information and documents as the ARI may require.
(c) The contractor shall within a period of thirty days of imposition of any **further tax** or levy pursuant to the Constitution (Forty Sixth Amendment) Act, 1982 give a written notice thereof to the ARI that the same is given pursuant to this condition together with all necessary information relating thereto.

29. **Contractor’s Engineers/ Foreman & Workman**

The contractor shall give all necessary personal superintendence during the execution of the (work and as long thereafter as the ARI’s engineer may consider necessary until the expiration of the Defects Liability Period. The contractor shall employ competent Site-Engineer/ Foreman as per CPWD norms and as approved by the ARI’s engineer whose qualification must conform to the requirement specified by the ARI’s engineer who shall be constantly in attendance of the work while the men are at work. Any directions, explanations, instructions or notices given by the ARI’s engineer to such Site-Engineer or Foreman or any other authorized agent shall be held to be given to the contractor.

30. **Access**

(a) The ARI’s engineer, and the ARI or its representatives shall at all reasonable time have free access to the works and/or workshops, factories or other places where the materials are being prepared or constructed for the contract and also to any place where the materials are lying or from which they are being obtained and the contractor shall give every facility to them for inspection.

(b) If any work is to be done at a place other than the site of works, contractor shall obtain written permission of the ARI’s Engineer.

31. **Variation & Price for Variation**

(a) The ARI’s Engineer with the approval of the ARI shall have powers to make any alterations/ omissions/ additions and/ or substitutions from the originals specifications, drawings, designs and written instructions of such alterations, omissions, additions, substitutions shall not invalidates the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The rates for such altered, additional or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order.

(b) If the rates for the altered, additional, or substituted work are specified in the contract for the work, the contractor is bound to carry out the altered, additional, or substituted work at the same rates as are specified in the contract for the work. In case deviations of agreement quantities exceed the prescribed limits, then the rates for quantities exceeding the prescribed limits shall be determined on market rate basis.

(c) Under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates of items falling under the clause.

32. **Faulty Materials, Workmanship & Defects after Completion**

(a) The ARI’s engineer shall have powers to require the removal from the site of all materials and work which in his opinion are not in accordance with specifications and in case of default, the ARI’s engineer shall be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials to be substituted thereof and in case of default the ARI’s engineer may cause the same to be supplied and all costs which may attend such removal and/ or substitution are to be borne by the contractor.
(b) If it shall appear to the ARI's engineer based on audit/technical examination that any work has been executed with unsound, imperfect, or unskilful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, any defects, shrinkage or other faults which may appear within the defects liability period of 12 months from the date of completion arising in the opinion of the ARI's engineer, the contractor shall on demand in writing which shall be made within 12 months of the completion of the work from the ARI's engineer specifying the work, materials, articles defects or other faults complained of notwithstanding that the same may have been passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may requires or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own cost. In case of any such failures, the ARI's engineer may rectify or remove or re-execute the work or remove and replace with others, the material or articles complained of as the case may be at the risk and cost in all respects of the contractor.

(c) In lieu of rectifying the work not done in accordance with the contract, the ARI may, allow such work to remain, and in that case make allowance for the difference in value, together with such further reduction as in his opinion may be reasonable.

(d) Provided always that nothing in this clause shall relieve the contractor from his liability to execute the works in all respects in accordance with the terms and conditions of this contract, or from his liability to make good all defects.

33. Works to Be Open for Inspection

(a) All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the ARI's engineer and the contractor shall at all times, during the usual working hours, and at all other times at which reasonable notice of the intentions of the ARI's engineer to visit the works shall have been given to the contractor, either himself be present to receive order and instruction or have a responsible agent duly accredited in writing present for that purpose.

(b) The contractor shall give not less than seven days notice in writing to the ARI's engineer before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up and place beyond the reach of measurement, any work without the consent in writing of the ARI's engineer and the ARI's engineer shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurement without notice having been or the ARI's engineer's consent obtained the same shall be uncovered at the contractors expense or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

34. Indemnifying Against Damages to Persons, Property & Statutes

The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags. red lights and providing barriers. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work.
(a) The contractor shall be responsible for all injury to persons, animals or things, and for all damage, whether such injury or damage arises from carelessness or accident in any way connected therewith. This clause shall be held to include interalia any damage due to causes is aforesaid to work, building (whether immediately adjacent or otherwise) and to roads, streets, foot paths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract by inclemency of weather. The contractor indemnifies the ARI and holds him harmless in respect of all expenses arising from such injury or damage as aforesaid and also in respect of any award of compensation or damage consequent upon such claim including legal costs.

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

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

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

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

(f) The contractor shall indemnify the ARI against any action, claim or proceedings relating to infringement or sue of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against the ARI in respect of any such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from. Provided that the contractor shall not be liable to indemnify the ARI 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 ARI or authorized representative of ARI.

35. In - Case of Death of Contractor
Without prejudice to any of the rights of remedies under this contract, if the contractor dies, the ARI shall have the option of terminating the contract without compensation to the contractor.

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

37. **Compensation for Delay**

(a) The time for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be deemed to be essence for the contract on the part of the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and the contractor shall pay as compensation an amount equal to ONE PERCENT OR such amount as the ARI (whose decision in writing shall be final) may decide on the amount of the whole work as shown in the agreement, for every week that the work remains un-commenced or unfinished after the purpose.

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

38. **Extension of Time**

(a) If the contractor shall desire an extension of time for the completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground he shall apply in writing to the ARI within Fifteen days of the date of hindrance on account of which he desires extension as aforesaid, and the ARI shall, if in his opinion (which shall be final) reasonable grounds shown therefore, authorize such extension of time if any, which may, in his opinion, be necessary or proper.

(b) In the event, the value of work exceeds the value of the Bill of Quantities owing to variations, the contractor shall be entitled to ask for extension of time in proportion to the increased value of work.

39. **Suspension of Work by Contractor**

(a) The ARI may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damages in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has elapsed by notice absolutely determine the contract in any of the following cases:

(i) If the contractor having been given by the ARI’s engineer to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient’ or otherwise improper or un-workmanlike manner shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that in the judgment of the ARI (which shall be final and bindings) he will be unable to ensure completion of the work by the date for completion or he has already failed to complete the work by that date.
(ii) If the contractor being a company shall pass a resolution or the court shall make an order that
the company shall be wound up or if a receiver or a manager on behalf of a creditors shall be
appointed or if circumstances shall arise which entitle the court of creditor to appoint a receiver
or a manager or which entitle the court to make a winding up of order.

(iii) If the contractor commits breach of any of the terms and conditions of this contract.

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

(i) To determine or rescind the contract as aforesaid (of which termination or rescission notice in
writing to the contractor under the hand of the ARI shall be conclusive evidence). Upon such
determination or recession, the security deposit of the contractor shall be liable to be forfeited and
shall be absolutely at the disposal of the ARI.

(ii) The ARI’s engineer may employ labor paid by the ARI and to supply materials to carry out the
work or any part of the work debiting the contractor with the cost of the labour and the price of the
materials (of the amount of which cost and price certified by ARI's Engineer shall be final and the
same manner and at the same rates as if it had been carried out by the contractor under the terms
of his contract. The certificate of the ARI’s engineer as to the value of the work done shall be final
and conclusive against the contractor, provided always that action under the sub-clause shall only
be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred
by the ARI are less than amount payable to the contractor at his agreement rates, the difference
should not be paid to the contractor.

(iii) After giving notice to the contractor to measure up the work of the contractor and to take such part
thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in
which case any expenses which may be incurred in excess of the sum which would have been
paid to the original contractor if the whole work had been executed by him (of the amount of which
exceed the certificate in writing of the ARI’s engineer shall be final and conclusive) shall be borne
and paid by the original contractor and may be deducted from any money due to him by the ARI
under this contract or any other account whatsoever or from his security deposit.

(iv) In the event anyone or more of the above courses being adopted by the ARI the contractor shall
have no claim to compensation for any loss sustained by him by reason of his having purchased or
procured any materials or entered into any engagement or made any advances on account or with
view to the execution of the work or the performance of the contract. And in case action is taken
under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any
sum for any work thereof or actually performed under this contract unless and until the ARI’s
engineer has certified in writing the performance of such work and the value payable in respect
thereof and he shall only be entitled to be paid the value so certified.

40. **Certificates & Payments**

(a) There will not be any Secured Advance clause for this particular contract.

(b) No payments shall be made for a work estimated to cost Rupees ten thousand or less till the whole of
the work shall have been completed and certificate of completion given. But in the case of a work
estimated to cost more than Rupees ten thousand, the contractor shall, on submitting the bill entitled to receive a payment proportionate to the part of the work executed and to the satisfaction of the ARI’s engineer, whose certificate of the” sum so payable shall be final and conclusive against the contractor, provided the amount of work done is as per the value of intermediate certificate or for a lesser amount at the discretion of the ARI’s engineer as mentioned in the NIT.

All such intermediate payments shall be regarded as payments by way of advance against the/ final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed, or recreated or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim nor shall it conclude, determine, or affect in any way the powers of the ARI under these conditions or any of them as to the final settlement and adjustment of the accounts or in any other way affect the contract.

The final bill shall be submitted by the contractor within two months of the date fixed for the completion of work or of the date of the certificate of completion furnished by the ARI’s Engineer and payments shall be made within three months if the value of the completed works is up to Rupees Two lakhs and in six months if the same exceeds Rupees Two lakhs of the submission of such bill. If there shall be any dispute about any item or items of the work, then the undisputed item or items only shall be paid within the said period of three months or six months as the case may be.

(c) Before taking any measurement of any work the ARI’s engineer or his authorized representative deputed by him shall give reasonable notice to the contractors. If the contractor fails to attend after such notice or fails to sign or to record the difference within a week from the date of measurement in the manner required by the ARI’s engineer then in any such event the measurements taken by the ARI’s engineer or by the authorized representative deputed by him as the case may be, shall be final binding on the contractor and the contractor shall have no right to dispute the same.

(d) The charges in the bills shall always be entered at the rates specified in the agreement or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the agreement at the determined as per clause 10. However, in case of partially executed items of work, the ARI at his discretion allows proportionate rates for such items of work as determined by the ARI’s engineer whose certificate of the sum so payable shall be final and conclusive against the contractor.

41. Security Deposit/Performance guarantee

(a) The successful bidder will have to deposit security deposit equal to the 10% of the value of work at the time of award of contract through DD/bank guarantee/bank FDR which shall be refunded after the completion of defect liability period of one year after ensuring successful performance of the work executed by the contractor.

(b) In case a fixed deposit receipt of any scheduled bank is furnished by the contractor to the ARI as part of the Security deposit and the bank goes into liquidation or for any reason is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the ARI to make good the deficit of such sum from the running bill as mentioned above. Such deductions will be held by the ARI by way of security deposit, provided always that the ARI for this purpose shall be entitled to recover the said percentage of the amount from each running bill till the balance of the amount of security deposits is realized. All compensation or the other sums of money payable by the contractor under the terms of
This contract may be deducted from the security deposit or from the interest arising there from or from any sums which may be due to or may become due to the contractor by the ARI. On any account whatsoever and in the event of his security deposit being reduced reason of any account whatsoever and in the event of his security deposit being reduced reason of any such deductions aforesaid, the contractor shall within ten days make good in cash or further fixed deposit receipt pledged in favour of the ARI. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the earnest money if deposited at the time of tenders will be treated as part of the security deposit.

(c) The contractor if he so desires may furnish fixed deposit receipt in advance towards the security deposit. Such fixed deposit receipt shall be of a minimum value of Rs.25, 000/- each. (The last such fixed deposit receipt could be of a lower value on the basis of the amount) In case any recovery is effected from running account bills, such recovered amount shall not be replaced with fixed deposit receipt. It is in the contractor's interest to keep a ward about the adequacy of the fixed deposit receipt submitted.

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

(e) In case of termination of contract, this security deposit shall be forfeited and amount necessary to makeup this amount shall be recovered from money due to the contractor under this contract, or any Contract with the ARI.

42. **Completion Certificate**

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

43. **Force Majeure:** The ARI (Institute) may consider relaxing the penalty and delivery requirements, as specified in this document if and to the extent that the delay in performance or other failure to perform its obligations under the contract is the result of a Force Majeure.

Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc) acts of states, the direct and indirect consequences of wars,
hostilities, national emergencies, civil commotion and strikes at successful bidder’s premises.

44. **Arbitration**
All disputes of any kind arising out of supply, commissioning, acceptance, warranty maintenance etc. shall be referred by either party after issuance of 30 days' notice in writing to the other party clearly mentioning the nature of dispute to a single arbitrator acceptable to both the parties. The venue for arbitration shall be ARI, Pune. The jurisdiction of the courts shall be Pune, Maharashtra, India.

45. **Dismantled Material**:
The contractor shall treat all material obtained during dismantling of a structure, services sub systems/ installations, excavation of the site for a work etc., as ARI's property and such material shall be disposed of to the best advantage of the ARI according to the instructions issued in writing by the ARI’s engineer.

46. **Termination of Contract**:
The Director, ARI reserve the right to terminate the contract on account of poor workmanship, failure to mobilize site within 15 days, non-compliance of specifications for the works, abnormal delay in progress of work, violation of any contract provisions by the contractor. In such case, contractor’s EMD and security deposit deducted so far will be forfeited. The contract can also be terminated on the request of contractor. In such cases the contractor is liable to pay Liquidated damages @ 5% of tendered value besides forfeiture of EMD & security deposit recovered so far.

47. Any dispute arising out of this contract will be subjected to jurisdiction of PUNE.

48. Tenders not complying with any of the provisions stated in this tender document are liable to be rejected. Director, ARI also reserves the right to accept or reject any or all the tenders without assigning any reason and does not bind himself to accept the lowest tender.
5. SPECIAL CONDITIONS OF CONTRACT

1. Special condition is meant to amplify the general specifications and general conditions of contract.

2. Specifications to be followed for execution of work.

   CPWD Specifications 2009 Vol. – I to II with up to date correction slip. In case of any discrepancy, the order of precedence in interpretation shall be as under:

   (i) Schedule of quantities
   (ii) Drawings
   (iii) General conditions of contract
   (iv) Special conditions of contracts
   (v) CPWD latest Civil specifications
   (vi) IS codes
   (vii) International codes
   (viii) Best Engineering practice

3. Unless otherwise provided in the schedule of quantities the rates tendered by the contractor shall apply for all heights, lifts, leads and depths of the work and nothing extra shall be payable on this account.

4. The surplus excavated earth which is beyond the requirement of the ARI’s work may be allowed by the ARI to be disposed of by the contractor on his own or sell the surplus excavated earth to private parties at his discretion but nothing extra will be paid for the carriage or disposal of surplus earth if the same is not required on any other work of the ARI.

5. The drawings shall at all times be properly correlated before executing any work. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and drawings relating to the relevant item the former shall prevail unless and otherwise given in writing by the ARI’s engineer.

6. No payment shall be made to the contractor for any damage caused by rain, snowfall, floods or any other natural cause whatsoever during the execution of work. The damage to work will be made good by the contractor at his own cost, and no claim on this account shall be entertained.

7. All materials used shall be as per specifications and ISI marked wherever applicable. ISI marking referred relate to latest BIS code as published by Bureau of Indian Standards up to 30 days before the date of opening the tender.

8. The contractor shall give a performance test of the entire installation (s) as per standard specifications and/or as directed by the ARI’s engineer.

9. Before commencing the work the contractual firm should submit schedule of work programmed for each part of the Project as well as for combined activities of the total project and should get approved from the ARI’s engineer.

10. The contractor will ensure that at the site, all sub-contractors/ associates work in a cordial manner. It will be a responsibility of contractor to see that there will be close harmony with all agencies. The Contractor is

Signature of Contractor with Seal
responsible for any damage or delay, which may occur on account of such works. No claim shall be entertained if there is delay on part of associated agencies. It is presumed that the Contractor has considered normal time taken up by other agencies for execution of their part of work and has made due allowances for such agencies, while agreeing to the period of completion of the work.

11 All the activities related to project shall be properly correlated before executing any work. However, in case of any discrepancy, it will be the responsibility of contractor to sort out the matter in consultation with the ARI’s engineer. The decision of the ARI’s engineer in such cases will be final.

12 The Contractor and his representative will have to attend all meetings to take review of work from time to time as directed by the ARI’s engineer.

13 The contractor will assist the ARI’s engineer in preparing “As Built Drawings” for all the works.

14 The contractor will be understood to have full idea of materials & services involved in the work/job indicated in B.O.Q. The rates quoted will be understood to have covered them.

15 Site of work is a secured campus and entry to premises is regulated as per their security norms. Labour huts/camps for construction are not allowed inside the campus.

16 The period of completion for the Tender Work shall be 270 days (nine months) from the date of commencement of work.

17 Paints, filling material such as cement based putty, additives of paint and other miscellaneous materials required for the work should be brought by contractor. No Extra claim will be paid for any increase in rates.

18 At the time of execution of work, if an accident occurs, it will be the responsibility of the contractor to handle the situation as deemed necessary.

19 All the material to be used in works should be of approved quality.

20 Site should be cleaned after the work is completed.

21 It shall be responsibility of the contractor to stake all materials to be brought for the work under his safe custody & the Institute shall not responsible for any loss or damage of such materials.

22 Contract Document:

The following documents shall constitute the contract document:

1. Articles of Agreement.
2. General Conditions of Contract.
3. Drawings & Specifications.
**Schedule of Quantities:**

The schedule of quantities given in the contract bills are provisional and are meant to indicate the intent of the work and to provide a uniform basis for tendering. The ARI reserves the right to increase or decrease any of the quantities or to totally omit or add any item of the work and the contractor shall not claim any damage on these grounds.

Any error in description or in the quantity or omission of items from the contract bill shall not vitiate this contract but shall be treated as a variation.

The contractor's work shall not deviate from the specifications. The ARI's interpretation of these specifications shall be final and without appeal.

Errors or inconsistencies discovered in the specifications shall be brought to the attention of the ARI, through engineer in-charge, for interpretation or correction.
6. Performance Guarantee (Proforma)
The Director Agharkar Research Institute Pune 411004

1. In consideration of The Director, Agharkar Research Institute Pune 411004 (hereinafter) called “The Institute” having awarded to M/s ____________________________________________ a Company registered under the Companies Act 1956 (hereinafter) called the Contractor, a contract for (hereinafter) called the said contract under the terms and conditions of an Agreement dated --------- made between the ARI and the Contractor hereinafter called and said agreement and The Institute agreed to accept a Deed of Guarantee as herein provided for Rs. ____________________ (Rupees ____________________ only) from a Scheduled Bank towards due performance of the contract by the Contractor as per the terms and conditions of the contract on the condition that the Bank on demand from the institute and without demur pay to the institute the aforesaid amount.

2. We, ___________________________ Bank Ltd., (hereinafter) referred to as the ‘bank’ do hereby undertake to pay to the institute and amount not exceeding Rs. ____________________ against any loss or damage caused to or suffered or would be caused to or suffered by the institute by reasons of any breach or breaches of any of the terms and conditions of the said agreement by the said contractor.

3. We, ______________________________________ Bank Ltd., do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the institute by stating the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the institute for reasons of any breach by the said contractor (s) of any of the terms & conditions contained in the said Agreement or by reason of the contractor (s) failure to perform the said Agreement. 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 ____________________.

4. This guarantee shall come into force immediately and continue in force and remain valid till six months after the completion of all works under the said contract which according to the terms of the said contract, should be six months from the probable date of completion viz., the __________ day of ________________.

5. This guarantee shall not be affected by any change in the constitution of the Bank or of the Contractor.

6. Notwithstanding anything hereinbefore contained, the liability of the Bank under this guarantee is restricted to Rs ____________ (Rupees ______________ only) and the guarantee shall remain in force till ____________ day of ________________ 201 ______ unless claim or demand under this guarantee is presented to the bank within six months from that date all the rights of institute under this guarantee shall be forfeited and the Bank shall be released and discharged from all obligations hereunder.
7. Abstract of Costs

**NAME OF WORK:** INTERNAL PAINTING OF A AND C BUILDING INCLUDING MAIN BLDG. GROUND AND FIRST FLOOR OFFICES AND ALL CORRIDORS AT ARI Pune AT ARI PUNE 411004

<table>
<thead>
<tr>
<th>Description</th>
<th>Page No Reference</th>
<th>Amount in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>A) Internal painting of all rooms on all floors of ‘A’ bldg.</td>
<td>Total brought forward from Page No ........</td>
<td></td>
</tr>
<tr>
<td>B) Internal painting of all rooms on all floors of ‘C’ bldg.</td>
<td>Total brought forward from Page No ........</td>
<td></td>
</tr>
<tr>
<td>C) Internal painting of main bldg. ground and first floor offices and all corridors</td>
<td>Total brought forward from Page No ........</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Grand Total Rs.</strong></td>
<td></td>
</tr>
<tr>
<td>(Rs.</td>
<td>)</td>
<td></td>
</tr>
</tbody>
</table>

________________________________________________________________________

Seal and Signature of Contractor
### SCHEDULE OF QUANTITIES

**NAME OF WORK:** INTERNAL PAINTING OF ALL THE FLOORS OF ‘A’ AND ‘C’ BLDG. INCLUDING MAIN BLDG. GROUND AND FIRST FLOOR OFFICES AND ALL CORRIDORS WITH BASEMENT AT ARI PUNE

Estimated Amount; Rs. 31,18,407

Time limit: NINE MONTHS

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Brief description of items</th>
<th>Quantity</th>
<th>Unit</th>
<th>Rate in Rs.</th>
<th>Amount in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A)</td>
<td>All rooms and corridors of all floors of ‘A’ bldg.</td>
<td>6944.04</td>
<td>Sqm.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B)</td>
<td>All rooms and corridors of all floors of ‘C’ bldg.</td>
<td>7421.92</td>
<td>Sqm.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C)</td>
<td>Main bldg. ground and first floor offices and all corridors</td>
<td>1946.64</td>
<td>Sqm.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Providing and applying white cement based putty of average thickness 1mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A)</td>
<td>All rooms and corridors of all floors of ‘A’ bldg.</td>
<td>6944.04</td>
<td>Sqm.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B)</td>
<td>All rooms and corridors of all floors of ‘C’ bldg.</td>
<td>7421.92</td>
<td>Sqm.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C)</td>
<td>Main bldg. ground and first floor offices and all corridors</td>
<td>1946.64</td>
<td>Sqm.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Area</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-------------</td>
<td>------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade: two or more coats (without priming coat for old work)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A) All rooms and corridors of all floors of ‘A’ bldg.</td>
<td>6944.04 Sqm.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B) All rooms and corridors of all floors of ‘C’ bldg.</td>
<td>7421.92 Sqm.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C) Main bldg. ground and first floor offices and all corridors.</td>
<td>1946.64 Sqm.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Painting with synthetic enamel paint of approved brand and manufacture to give an even shade: Two or more coats on new work.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A) All rooms and corridors of all floors of ‘A’ bldg.</td>
<td>1543.34 Sqm.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B) All rooms and corridors of all floors of ‘C’ bldg.</td>
<td>2254.16 Sqm.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C) Main bldg. ground and first floor offices and all corridors</td>
<td>464.01 Sqm.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Total Rs. |  | }
ANNEXURE -1
Specified Makes/brands of Materials to be used for painting work.

<table>
<thead>
<tr>
<th>Type of material</th>
<th>Make/Brand</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cement based putty</td>
<td>Birla white, JK White, Nerolac</td>
</tr>
<tr>
<td>Oil bound Distemper</td>
<td>Asian, Berger, Nerolac</td>
</tr>
<tr>
<td>Synthetic Enamel paint</td>
<td>Asian, Berger, Nerolac</td>
</tr>
</tbody>
</table>
UNDERTAKING

[DRAFT TO BE PRINTED ON THE LETTERHEAD OF THE CONTRACTOR]

Date:

To,  
The Director,  
Agharkar Research Institute,  
G. G. Agarkar Road,  
Pune - 411 004.

Name of the work: INTERNAL PAINTING OF A, C AND MAIN BUILDING at ARI Pune.

Sir,

Having inspected the site of the work and examined the tender documents, including the general conditions of contract, specifications and schedule of quantities and having studied the drawings prepared by the CE, I/ We do hereby offer to execute the said work as per tender documents and plans prepared by the CE, within the time specified in such memorandum for the total cost of project as stated below:

MEMORANDUM

<table>
<thead>
<tr>
<th>a. General Description</th>
<th>Internal Painting of A, C and Main building at ARI Pune.</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Tendered Cost.</td>
<td>Rs.</td>
</tr>
<tr>
<td>c. Earnest Money (2% of “b”)</td>
<td>Rs.</td>
</tr>
<tr>
<td>d. Security Deposit (3% of “b”)</td>
<td>Rs.</td>
</tr>
<tr>
<td></td>
<td>---------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>Total security deposit.(c+d)</td>
</tr>
<tr>
<td></td>
<td>Rs.</td>
</tr>
<tr>
<td>e. Retention amount</td>
<td>5% (five percent)</td>
</tr>
<tr>
<td>i) (To be deducted from running bills)</td>
<td>Total Retention money including amount of S.D.</td>
</tr>
<tr>
<td>ii)</td>
<td></td>
</tr>
<tr>
<td>f. Time allowed for the work from the date of written order to commence</td>
<td>15 days.</td>
</tr>
<tr>
<td>g. Time allowed for the work to complete from the date of commencement.</td>
<td>180 days.</td>
</tr>
</tbody>
</table>
In addition to the above schedule, I/We also agree to carry out variations, if any, ordered in the said work, during the course of the painting work or at any time. Payment of such work shall be received by me/us at the rates mentioned in the schedule.

I/We deposit herewith a sum of Rs. ________________ (Rupees ________________ Only) vide Demand Draft No. ___________ dated ___________ drawn on ________________________ in favour of ‘The Director, Agharkar Research Institute, Pune’ payable at Pune, as Earnest Money Deposit. I/We also undertake to pay the Security Deposit; in case my/our tender is accepted.

I/We agree that the offer shall remain open for a minimum period of 90 days from the date fixed for opening the same and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tender and sent by registered post A/D or otherwise delivered at the office of such authority.

I/We further agree to complete the work included in the said schedule of quantities including the variations in Sixty days of commencing work and in case of default I/We undertake to pay the liquidated damages at the rate mentioned hereinafter. I/We understand and agree that the time limit is the essence of this contract.

In case of acceptance of the tender I/We agree to enter into the contract immediately and execute an agreement in the required form and commence the work. In default of this I/We agree to forfeit to the client the sum of Rs. ____________ paid as Earnest Money Deposit furnished by me/us.

I/We agree to pay all taxes, levies, license fees, royalties etc. on such items on which the rates are leviable. In other words, the rates quoted shall be inclusive of all taxes.

Yours faithfully,

(Signature of The Contractor with seal)
Contractors Name and Address: ________________________________