

CONTENTS

- NOTICE INVITING TENDER
- LETTER SUBMITTING TENDER
- BILL OF QUANTITIES
- ARTICLES OF AGREEMENT
- SPECIAL CONDITIONS
- CONDITIONS OF CONTRACT
- SETTLEMENT OF DISPUTE & ARBITRATION
- APPENDIX

NOTICE INVITING TENDER

1. The Member Secretary Central Pollution Control Board (CPCB), invites sealed tenders in two bid system from the experienced and eligible contractors/firms for the following works:- "Renovation/alteration work including lab furniture in Bio Laboratory" in Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032. The total estimated costs of the works is given below:

Estimated Cost Rs. 7,03,959/-

Earnest Money Rs. 14,079/- (to be submitted as Demand Draft in favour of the Central Pollution Control Board, Delhi)

2. The tenders, document will be available for sale from 10.00 a.m. to 5.00 p.m from 16.06.2011 to 05.07.2011 in the office of I/c, Building. The tender document can also be downloaded from CPCB website www.cpcb.nic.in. In case the tender document is downloaded from the website the bidder shall have to submit the document fee of Rs.500/- as D.D. in favour of Central Pollution Control Board, Delhi at the time of submitting of the tender, failing which the tender will not be accepted.
3. The tender will be submitted upto 3.00 p.m. on 06.07.2011 in the Tender box lying at Ground floor near reception in Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi - 110 032 and will be opened on the same day at 3.30 p.m. at the same address.

4. DOCUMENTS REQUIRED TO BE ATTACHED WITH THE TECHNICAL BID:

Self attested copies of the following documents are to be annexed with the technical bid failing which the tender will be rejected.

- (i) Should have registered in appropriate category in CPWD/MES/Railways of other Govt. Department. Copy of the same to be enclosed.
- (ii) Should have completed atleast one work of similar nature not less than Rs.7.00 lakh in the last three year. (list to be enclosed)
Or
Completed two works of similar nature not less than Rs.5.0 Lakh each during last three years (list to be enclosed).
- (iii) Should have valid Income Tax Clearance certificate & Sale Tax registration certificate as well as sale tax clearance certificates. (Copy to be enclosed)
- (iv) Technical literature of the lab furniture quoted shall be enclosed.

5. MODE OF SUBMISSION OF TENDER

1. The tender shall be submitted in two separate sealed covers, duly completed in all respects viz. one for " technical bid ", the second for "price bid". The name of the work and the words " technical bid " and "price bid only", as the case may be shall be clearly written on the top of the respective sealed covers. All the two bids, along with the letter for submitting tender shall be put in a sealed cover and the name of the work "Renovation/alteration work including lab furniture in Bio Laboratory" shall be clearly written on top of the sealed cover.
6. The technical bid shall be complete in following:-
 - a) Complete tender document as purchased from CPCB/downloaded should be duly signed (each page) for acceptance of all terms and conditions.
 - b) All the documents as mentioned above point 4 (i) to (iv) of the tender document for fulfilling the eligibility criteria.
 - c) Earnest money amounting to Rs. 14,079/- (Rupees Fourteen Thousand Seventy Nine only) as Demand Draft in favour of the Central Pollution Control Board, Delhi. Tender fee of Rs. 500/- as DD in favour of CPCB if the tender is downloaded from CPCB/Govt tender website.

7. OPENING OF TENDER

The tender i.e. technical bid will be opened in Training Hall, Ground Floor, CPCB, at the time and on the date indicated above. The tenderers will be at liberty to be present either in person or through an authorized representative at the time of opening of the tenders.

The financial bid of only technically qualified firms will be opened.

8. The site for the work is available/or the site for the work shall be made available for inspection on all working days except on Saturday, Sunday and Public Holidays.

9. a) The contractor should quote in figures as well as in words the rate, and amount tendered by them. The amount for each item should be worked out and the requisite totals given.
b) Special care should be taken to write the rates in figures as well as in words, and the amounts in figures only in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, "Rs." should be written before the figures of rupees and "P" after the decimal figures, e.g. Rs. 2.15 P and in case of words, the word 'Rupees' should precede and the word "Paise" should be written at the end. Unless the rates is in only rupees and followed by the words 'only' it should invariably be upto two decimal place. While quoting the rate in schedule of quantities, the words 'only' should be written closely following the amount and it should not be written in the next line.
c) Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates figures and words. However, if a discrepancy is found the rates which correspond with an amount worked out by the contractor shall be taken as correct.
d) If the amount of an item is not worked out by the contractor it does not correspond with the rate written either in figure or in words than the rate quoted by the contractor in words shall be taken as correct.
e) Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly the rate quoted by the Contractor will be taken as correct and not the amount.
10. The contractor, whose tender is accepted (unless exempted) will be required to furnish by way of security deposit for the fulfillment of his contract such sum as will amount at the rate of 10% of the estimated cost put to tender subject to a maximum upto Rs. 70.00 thousand.

The security deposit will be collected by deductions from the running bills of the contractor at the rate of 10%. The earnest money deposited at the time of tenders will be released after completion of work, No interest will be paid on it. The security deposit will be released after the 'defects liability period' subjects to verification of defects.

11. The acceptance of a tender rests with the CPCB, which does not bind itself to accept the lowest tender and reserves itself the authority to reject any or all of the tenders received without assigning any reason. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

CPCB reserves itself the right to accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
12. Canvassing in any form in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to be canvassing will be liable to rejection.
13. All rates to be quoted in the proper form in the tender.
14. Any item rate tender containing percentage below/above will be summarily rejected. However, where a tenderer voluntarily offers rebate or payment within a stipulated period, this may be considered.
15. On acceptance of the tender, the name of the accredited representative (s) of the contractor who would be responsible for taking instructions from CPCB shall be communicated to the CPCB.
16. Sales Tax or any other tax or liability in respect of this contract shall be payable by the contractor and CPCB will not entertain any claim whatsoever in this respect.
17. The tender for works shall remain open for acceptance for a period of 3 months from the date of opening of tenders. If any tenderer withdraws his tender before the said period or marks any modifications in the terms and conditions of the tender which are not acceptable to CPCB, without prejudice to any other right or remedy, CPCB will be at liberty to go for forfeiting the said earnest money absolutely.
18. It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the components or parts and that after work is awarded, he will have to enter into an agreement for each component or part with CPCB.
19. The contractor should see the site and understand the work requirements and in case of doubt, obtain required particulars, which may in any way influence his tender, from the CPCB as no claim whatsoever will be entertained for any alleged ignorance thereof.
20. If it is found that the tender is not submitted in proper manner or contains too many corrections or absurd rates or amounts, it would be summarily rejected by CPCB.
21. Before submitting the tender, the contractor should visit the site and satisfy himself as to the conditions prevalent there.

22. The Contractor shall comply with the provision of the Apprentices Act, 1961, and the rules and orders issued there under from time to time. If fails to do so, his failure will be breach of the contract and the CPCB may in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.
23. The contractor's responsibility for the contract shall commence from the date of issue of orders of acceptance of tender.
24. Unsealed tenders shall be summarily rejected.
25. Before tendering, the contractor shall inspect the site to fully acquaint himself about the condition in regard to accessibility of site and nature of ground, working condition including stacking of materials, installations of T & P etc. conditions affecting accommodation 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 department in any circumstances.
26. The contractor shall submit list of works which have been handled by him in the previous financial year and on the works in hand (progress) in the forms given below.

Works Handled in the Previous Financial Year (2010-11)

Name of work	Name and particulars of place where work was done	Value of work	Position of works (In progress/completed)	Remarks
1	2	3	4	5

Works in Hand in the Present Financial Year (2011-12)

Name of work	Name and particulars of place where work was done	Value of work	Position of works (In progress/completed)	Remarks
1	2	3	4	5

LETTER SUBMITTING TENDER

To
Member Secretary
Central Pollution Control Board
Parivesh Bhawan, East Arjun Nagar
Delhi - 110 032

Sir,

With reference to the tender invited by you for "Renovation/alteration work including lab furniture in Bio Laboratory" at the Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi, I/We do hereby offer to execute the works under 'contract at the respective rates' mentioned in the Bill of Quantities. I/We have seen the site and read the articles of agreement, conditions of contract, specifications and special clauses forming part of the Bill of Quantities. I/We agree to finish the whole of the works within two months as specified in the tender.

I/We have deposited as Earnest Money Rs..... (Rupees Only) by a Bank draft in favour of CPCB, which amount is not to bear any interest. I / We do hereby agree that this sum shall be forfeited by you in the event our tender is accepted and I /We fail to commence the contract when called upon to do so, within a period of one month after award of work.

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

Yours faithfully,

Name of partners of the firm.

Name of Bankers

Tenders submitted on

BILL OF QUANTITIES

S.N	Description of items	Unit	Qty.	Rates in words (Rs.)	Rate in Figure (Rs.)	Amount (Rs.)
1.	Providing & fixing 10 mm thick acid and /or alkali resistant tiles of approved make and colour using acid and /or alkali resisting mortar bedding and joints filed with acid and /or alkali resistant cement as per IS: 4457 complete as per the direction of engineer-in-charge In flooring of a bed of 10mm thick mortar 1:4 (1 acid proof cement : 4 coarse sand) Acid and alkali resistant tiles	Per sqm	35 sqm			
2.	Demolishing cement concrete manually/by mechanical means including disposal of material within 50 meters lead as per direction of Engineer -in - charge. 1:4:8 or leaner mix	Cum	5 cum			
3.	Providing & fixing anodized aluminum work for door, window, ventilator & partitions with extruded built up standard tubular and other sections/appropriate Z sections and other sections of approved make conforming to IS:733 and IS:1285, fixed with rawl plugs and screws and with fixing clips, or with expansion hold fasteners including necessary filling up of gaps at junctions, at top, bottom and sides with required PVC/neoprene felt etc. Aluminum sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminum snap beading for glazing/paneling, C.P. brass/ stainless screws, all complete as per direction of Engineer-in-charge (Glazing and Paneling to be paid for separately). For fixed portion ; Anodized aluminum anodized transparent or dyed to required shade according to IS:1868.(Minimum anodic coating of grade AC 15)	Per kg.	45 kg.			
4.	Providing and fixing glazing in aluminum door, window, ventilator, shutters and partitions etc with PVC /neoprene gasket etc complete as per the direction of Engineer-in-charge (cost of aluminum snap beading shall be paid in basic item) With float glass panes of 5.50mm thickness	Per sqm	20 sqm			
5.	Providing and fixing aluminum round shape handle of outer dia 100mm with SS screw etc complete as per direction of Engineer-in-charge Anodized (AC 15) aluminum	Per no.	2 no.			
6.	Providing and fixing bright finished brass 100mm mortice latch and lock ISI marked with six leavers and a pair of anodized (anodic coating not less than grade AC 10 as per IS:1868) aluminum lever handle with necessary screws etc complete (best make of approved quality)	Per no.	1 no.			
7.	Providing and fixing aluminum butt hinges ISI marked anodized (anodic coating not less than grade AC 10 as per IS:1868) transparent or dyed to required colour or shade with necessary screws etc complete 100x75x4mm	Per no.	4 no.			
8.	Providing and fixing aluminum tower bolt ISI marked anodized (anodic coating not less than grade AC 10 as per IS:1868) transparent or dyed to required colour or shade with necessary screws etc complete 100x10mm	Per no.	2 no.			
9.	P & F 18 mm thick gang saw cut mirror polished pre moulded	Per sqm	5 sqm			

	and pre polished machine cut for kitchen platform , vanity counter, window sills, facias and similar 632/-locations of required size of approved shade, color and texture laid over 20mm thick base cement mortar 1:4 (1 cement : 4 coarse sand) with joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing , curing, moulding and polishing to edge to give high gloss finish etc complete at all level – Granite of any color and shade and area of slab upto 0.50 sqm					
10.	Hydraulic Door closer bottle type MS body with necessary accessories and screw complete	Per no.	4no.			
11.	Removal of dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing of surface smooth including necessary repair to scratches etc complete	Per sqm	200 sqm			
12.	Providing & applying of POP putty 2mm thickness over plaster surface to prepare the surface even and smooth complete	Per sqm	80 sqm			
13.	Distemping with oil bound washable distemper of approved brand and manufacture to give an even shade. New work (two or more coats) over and including priming coat with cement primer	Per sqm	200 sqm			
14.	French spirit polishing Two or more coat on new works including a coat of wood filler	Per sqm	15 sqm			
15.	Manufacturing, assembling. Transporting and placing in position knock down modular furniture such as office table, drawer unit, side rack, wall hung file storage cabinet, ward robe storage/ almirah etc configured of modular panels of particle board as per drawing, specifications and direction of the Engineer-in-Charge. All outer exposed edges of all the panels shall be covered and sealed with 2mm thick pvc edge banding tape, Rehau or Dolkin or equivalent make and all concealed and butt edges of all panes shall be covered and sealed with 0.70mm thick pvc edge banding tape of same make with hot melt glue on edge banding machine at 200° c temperature. All joinery fabrication work shall be done with mini fix fittings and plastic dowels in approved factory including cost of mini fix fittings, pvc cable wire manager, Nylon glides 20mm, plastic dowels etc. (cost of providing and fixing of fittings to modular furniture such as drawer slides, self closing spring loaded hinges, multipurpose locks , knob/handles etc shall be paid separately) a) 25mm thick exterior grade particle board conforming to IS:3087 for table top, with one side post formed grade lamination 0.70mm thick of Formica, Merino or equivalent make including rounding of post formed lamination on two long edges of top of table and turning back to 75mm depth and post forming balancing lamination on other sides. The other two edges/three edges shall be covered with 2mm thick PVC edge banding tape as per make and specifications mentioned above. b) 18mm thick flat pressed, three layered pre- laminated particle board with both side decorative lamination (medium density) Grade I, type II conforming to IS:12823 (exterior grade)	Per sqm	2 sqm			
		Per sqm	60 sqm			
16.	Providing and fixing MS power coated knob oval shaped handles of ITALICA or equivalent make patent no. 163465 with screws complete	Per no.	24 no.			
17.	Providing and fixing multipurpose lock of Godrej/Plaza or equivalent make of approved brand and manufacturer to drawer of cub board with steel screws including making recess of required size in board and fixing of standard plate having groove meant for receiving locks lever in locked position etc complete as	Per no.	12 no.			

	per direction of Engineer-in-Charge					
18.	Providing and fixing auto closing spring loaded hinges of Hettich/Ebco or equivalent make of approved brand to cupboard shutters with steel screws including making necessary recess in panel board and finished etc complete as per direction of Engineer-in-Charge	Per no.	48 no.			
19.	Providing and fixing wooden moulded beading to door and window frames with iron screws, plug and priming coat on unexposed surface etc complete Second class teak wood	Per mt.	40 meters			
20.	Providing and fixing 12mm thick BWR commercial ply (Mayur or equivalent make) wood plain lining with necessary screws priming coat on unexposed surface etc complete with 12mm thick BWR ply	Per sqm	4 sqm			
21.	Providing and fixing plywood 4mm thick on one side decorative veneer conforming to IS:1328(type-I) for plain lining /cladding with necessary screws priming coat on unexposed surface etc complete with decorative veneer facing of approved manufacturer	Per sqm	4 sqm			
22.	Removal of malba from the site to dumping site by mechanical means	Per truck	5 truck			
23.	Wiring of circuit /sub main wiring alongwith earth wire with the following sizes of FR PVC insulated copper conductor single core cable in surface /recessed pvc conduit as required 2x4 sq mm + 1x4 sq mm earth wire 2x6 sq mm + 1x6 sq mm earth wire	Per mt. Per mt.	150 mt. 150 mt.			
24.	Supply & installation of electric wall mounted fan 400mm sweep, speed regulator & suitable for operation on 230/240 V 50 HZ AC with testing & commissioning etc (Bajaj/Khaitan/Crompton)	Per no.	4 no.			
25.	Wiring of light point/fan point/exhaust fan/call ballpoint with 1.5 sq.mm FR pvc insulated copper conductor single core cable in surface /recessed pvc conduit with modular switch, modular plate & G.I. box including earthing the point with 1.5 sqmm pvc insulated single core multi stand copper wire as required	Per no.	7 no.			
26.	Providing and fixing of a set of 5/15 amp. Modular switch/socket including modular plate in PVC conduit with G.I. box (North-West)	Per no.	8 no.			
27.	Supply & installation of 18 inch heavy duty exhaust fan with lowers suitable for operation on 230/240 V 50 HZ AC with testing & commissioning etc (Bajaj/Khaitan/Crompton)	Per no.	1			
28.	Supply & installation of 12 inch heavy duty exhaust fan with lowers suitable for operation on 230/240 V 50 HZ AC with testing & commissioning etc (Bajaj/Khaitan/Crompton)	Per no.	2			
29.	Providing and fixing with 25 amp. DP MCB and point socket plug including modular plate for AC in GI box (North- West)	Per no.	5 no.			
30.	Supplying and fixing 1" PVC pipe for telephone and internet wiring	Per mt.	60 mt.			
31.	Supplying and Fixing of Split Air conditioner 2.0 ton with remote of 5star rating (eqv. to Hitachi, L.G., Voltas make)	Per no.	4no.			
32.	Installation charges with 10 meter copper tube with insulation	Per no.	4no.			
33.	Providing and fixing of A.C. stand angle iron complete welding and fitting	Per no.	4 no.			

34.	Laboratory Counters				
	Providing and fixing laboratory tables made as per the following specifications. Each Laboratory table shall contain the following sub parts:				
	The specifications include tentative modules of the tables and would require to be executed as per final sizes on site. Kindly study the attached drawings for basic verification. No additional cost will be permitted for changes in dimension.				
i	Lab Cabinets (L) x (D) x (H)				
	600 x 750 x 900	1	Nos		
	600 x 750 x 900 (Sink Unit)	1	Nos		
	900 x 750 x 900	6	Nos		
	For positioning of the above, refer annexure indicating modules and locations.				
	Material				
	The cabinets and shutters shall be made of 0.80 mm (22 SWG) thick CRCA MS Sheets.				
	Surface Treatment				
	All the MS material used shall be degreased and zinc phosphated. The Zinc Phosphating shall then be air dried using blowers. The minimum Zinc Phosphate deposit on the MS Sheets shall be 1.1 gm/sqm and shall confirm to IS-3618 and IS-6005. It shall then be epoxy powder coated for corrosion resistance. The epoxy powder coating shall be done using a pure epoxy powder and not polyester mixed powder. The thickness of the powder coat shall be 45-50 microns, which can pass salt spray for atleast 1000 hours (IS:101) and shall have scratch resistance/hardness of 3 Kgs (IS:101 & IS:13871).				
	General Specifications				
	Each storage unit shall be assembled with M6 fasteners having a Zinc-Cobalt coating for better corrosion resistance. Adjacent units shall be connected using Zinc-Cobalt connectors. The shutters shall be fixed with Nickel-Chrome plated self closing hinges (Make: Hafele, GRASS) and shall have a further CED coating to enhance corrosion resistance. The drawer trays shall be mounted on Delryn roller bearing slides which are made up of 1.6 mm thick MS sheets and epoxy powder coated. A pair of slides should be able to carry a UDL of 15 kgs.				
	Shutters & Drawer fronts				
	The shutters and drawer fronts shall be made of CRCA MS Sheets 0.80mm thickness (22 SWG) with the above-mentioned surface treatment. The shutters and drawer fronts shall be provided with adequate seals on all sides and adequate noise dampers. Handles shall be of SS of approved design and make.				
	Load Carrying Capacity				
	The overall load bearing capacity of the cabinets shall be 80 Kgs of UDL (40 Kgs on shelf and 40 Kgs on bottom). The overall load carrying capacity of the drawers shall be as specified earlier.				
ii	Reagent racks	3	Nos		
	Reagent Shelves to be of complete modular design consisting of horizontal 2 stage storage shelves. The end vertical support should be 0.9mm & horizontal shelves of 0.8mm thick CRCA M.S. Sheet. Each shelf should have a load carrying capacity of 30 kgs. of UDL for the length of 1000 mm. Each vertical panel shall be assembled with horizontal shelf with M6 fasteners having Zinc-Cobalt coating for better corrosion resistance. The complete M.S. material of cabinet to be pretreated (degreased, Zinc phosphated) and epoxy powder coated for better corrosion resistance. The thickness of powder coat to be 45-50 microns, which passes the test of Salt Spray for 1000 hours and having the Scratch Hardness of 3Kgs.				

	900 mm (L) X 300 mm (D)(Service Line Stand)				
	Material				
	The reagent shelf shall be made of SS 304 sheets of 1.20 & 0.80 mm thickness, made in tray form, machine pressed wherever applicable. The carcass shall be of 2 mm thick 30 mm X 30 mm heavy duty ERW MS square tubes. The end vertical support and horizontal shelves shall be made up of 1.2 mm thick CRCA MS Sheet.				
	Surface Treatment				
	The understructure of the units shall be degreased and zinc phosphated. The Zinc Phosphating shall then be air dried using blowers. The minimum Zinc Phosphate deposit on the MS Sheets shall be 1.1 gm/sqm and shall confirm to IS-3618 and IS-6005. It shall then be epoxy powder coated for corrosion resistance. The epoxy powder coating shall be done using a pure epoxy powder and not polyester mixed powder. The thickness of the powder coat shall be 45-50 microns, which can pass salt spray for atleast 1000 hours (IS:101) and shall have scratch resistance/hardness of 3 Kgs (IS:101 & IS:13871).				
	General Specifications				
	Each understructure table shall consist of 4 height adjusters that shall take care of leveling aspects. The modular construction shall be joined together with high pan head M6 Zinc black coated fasteners for better corrosion resistance.				
	The horizontal shelf shall have a provision for fixing the service panel to it. The service panels shall carry electrical switches and sockets at locations indicated in the electrical power layout or as indicated by the Engineer-in-Charge.				
	The service stands fitted under the table shall serve as a support for pipe lines.				
	Load Carrying Capacity				
	The load carrying capacity of each reagent shelf shall be 30 Kgs of UDL for the length of every 1000 mm.				
iii	Ceramic Sinks	1	Nos		
	The sink shall be a glazed ceramic sink capable of handling acidic waste.				
iv	Water Taps - 3-way Swan neck type	1	Nos		
	The taps provided shall be processed with Epoxy coating on Brass surfaces for pH & rust resistance. Switch valve cast shall be ceramic, so that it can avoid acid wear. The outlet produced in PVC shall have detachable hose nozzles, allay pressure, changeable high-pressure outlets constructed for normal clean outlet control of water flow from the faucet.				
	Vertical Posts (wherever necessary- rates to be included in the main item)				
a	100 mm X 300 mm from floor level to False ceiling level				
	Material				
	The cabinet and steel shutters shall be made of CRCA MS Steel as described above.				
	Surface Treatment				
	All the MS material used shall be degreased and zinc phosphated. The Zinc Phosphating shall then be air dried using blowers. The minimum Zinc Phosphate deposit on the MS Sheets shall be 1.1 gm/sqm and shall confirm to IS-3618 and IS-6005. It shall then be epoxy powder coated for corrosion resistance. The epoxy powder coating shall be done using a pure epoxy powder and not polyester mixed powder. The thickness of the powder coat shall be 45-50 microns, which can pass salt spray for atleast 1000 hours (IS:101) and shall have scratch resistance/hardness of 3 Kgs (IS:101 & IS:13871).				
vi	Work Surfaces	8	Smt		
a	18mm thick polished black granite with 8mm marine plywood				

	(BWP Grade) backing.					
	Electrical accessories & Fittings: (rates to be included in the main item)					
	Electrical Accessories and fittings should consist of electrical trunking of 0.8mm thick CRCA MS Sheet. The complete M.S. material of cabinet to be pretreated (degreased, Zinc phosphated) and epoxy powder coated for better corrosion resistance. The thickness of powder coat to be 45-50 microns, which passes the test of Salt Spray for 1000 hours. It should have a high temperature withstanding capacity with excellent electrical insulation properties. The rear portion of above accessories which is in contact with live metal shall be made from thermo set material which should not melt on heating.					
35.	Anti-Vibration Tables (900mm X 600mm X 750 mm)	5	Nos.			
i	Tubular Frame					
	Providing and fixing completely modular type tubular frame, that carries the load of the Kadappa slab or granite placed on it.					
	High tension Pan head M6 Zinc black coated screws (for better corrosion resistance) used as fasteners.					
	Material					
	40 Sq X 1.6 mm thick ERW tube.					
	Load Carrying Capacity					
	The tubular frame should handle a UDL of 250 Kgs					
ii	Cover Panels					
	Material					
	The cover panels shall be made of 0.80 mm thick CRCA M.S Sheet.					
	Surface Treatment					
	The M.S Sheets shall be pretreated (de-greased, Zinc Phosphated), and epoxy powder coated for corrosion resistance. The thickness of powder coating shall be 45-50 microns, which shall pass the Salt Spray test of 1000 hours, and shall have a minimum scratch hardness of 3 Kgs.					
iii	Kadappa					
	25 mm thick Kadappa shall be used as the main shock dampening component.					
iv	Work Surface					
	The work top shall be 18 mm thick jet black granite with polished/bevelled edges as directed.					
v	Vibration isolating rubber pads made of a combination of Nitrite rubber, cork particles, and cross linked polyester fibres shall be provided.					
vi	Leveling screws shall be provided at the bottom of the frame to accommodate any variations/undulations in the finished floor.					
	Total amount					

Total amount Rs.

ARTICLES OF AGREEMENT

Made at this day of between.....
.....(hereinafter referred to as the Employer which expression shall include his, Executors, Administrators and Assigns) of the other part WHEREAS the employer is desirous of "Renovation of Bio Laboratory" in C.P.C.B building.

WHEREAS the said drawings and the specifications and the priced schedule of quantities have been signed by or on behalf of the parties hereto and WHEREAS the contractor has agreed to execute upon and subject to the conditions at forth herein (hereinafter referred to as 'the said conditions") the work shown upon "the said Drawings" and described in "the said specifications" and the said "

Priced Schedule of Quantities"

At the respective rates mentioned in the priced Schedule of quantities attached.
and WHEREAS the contractor has deposited Rs..... Rupees) with the Employer for the performance of the Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the payments to be made to the contractor as hereinafter provided he shall upon and subject to the said conditions execute and complete the works shown upon the said drawings and such further detailed drawings as may be furnished to him by the said Architects and described in the specifications and the said priced schedule of quantities.
2. The employer shall pay the contractor such sums as shall become payable hereunder at the time and in the manner specified in the said conditions.
3. the plans, agreements and documents mentioned above shall form the basis of this contract and the decision of the said Employer as mentioned in the conditions of contract with reference to all matters of dispute as to the material, workmanship or account and as to the intended interpretation of clauses of this agreement or any other document attached hereto shall be final and binding on both parties and shall be made a rule of court.
4. The said contract comprises the above mentioned buildings and all subsidiary works connected there within the same site as may be ordered to be done from time to time by the said Employer even though such works may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.
5. The said conditions and special conditions, specifications, schedule of quantities, wage schedule of labour and schedule of materials to be supplied by the employer and guarantee bond shall be read with construed forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulation and perform the agreements on their parts respectively in such conditions contained.
6. The Employer reserves to himself the right of altering the drawings and nature of the work and of adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alternations or variations shall be carried out without prejudice to this contract.
7. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen in Delhi and courts in Delhi shall have jurisdiction to determine the same.
8. The several parts of this contract have been read by us and fully understood by us. As witness our hands this day of

Signed by the said

in the presence of witnesses

EMPLOYER

1. Signed by the said

2. _____
In the presence of

SPECIAL CONDITIONS

1. Sealed tenders superscripted with “Renovation/alteration work including lab furniture in Bio Laboratory” should be submitted at the office of the Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi - 110 032. The tender documents will be received upto 3.00 p.m. on 06.07.2011.
2. The bids will be opened on 06.07.2011 at 3.30 p.m. at the same address.
3. No tender will be received after 3.00 p.m. on 06.07.2011 under any circumstances whatsoever.
4. Tender shall remain valid for a period of 03 months from the date of opening the tender.
5. CPCB does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part without assigning any reasons for doing so.
6. (a) Each page of tender documents is required to be signed by the person or persons submitting tender in token of his /their having acquainted himself/ themselves with General conditions of contract, General Specification, special conditions, etc., as laid down. Any tender with any of the documents not so signed will be rejected. This also applies in respect of limited and private limited companies.

(b) the tender submitting on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract, otherwise the tender is liable to be rejected.
7. (a) The tender form must be filled in English or Hindi language and all entries must be made by hand written in ink. If any of the documents is missing, or unsigned, the tender will be considered invalid.

(b) The tender shall also submit along with his tender in respect of items wherein make is not specified a list mentioning the names of manufacturers specialized items which he proposes to use in the work if his tender is accepted.
8. All erasures and alternations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void. No advice of any change in rate of conditions after opening of the tender will be entertained.
9. Intending tenderers shall pay as Earnest Money a sum of Rs 14,079/- by demand draft in favour of CPCB, Delhi.

A tender which is not accompanied by earnest money will not be considered. The earnest money will be returned without any interest to the tenderer if his tender is not accepted.
10. Within fourteen days of issue of letter of intent from the CPCB of the acceptance of its tender the successful tenderer shall be bound to execute the contract by signing in accordance with the draft agreement and schedule of conditions but written acceptance by the Employer of a tender will constitute a binding contract between the employer and the tenderer whether such formal contract is subsequently entered into or not.
11. All compensation or other sums of money payable by the contractor to the employer under the terms of this contract shall be deducted from its earnest money and the security deposit if the amount to permits and contractor shall unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.
12. The contractor shall not assign or sublet any portion of the contract. He must not sublet any portion of the contract except with written consent of the Employer, failing which the employer may serve a notice in writing rescinding the contract where upon the security deposit shall stand forfeited at the absolute disposal of the employer.
13. A schedule of probable quantities in respect of such work and specification accompany these special conditions. The schedule of probable quantities are liable to alterations omission, deductions or additions at the discretion of the Employer. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled up in order to show the aggregate value of the entire tender. All corrections in the tender rates shall be duly attested by the dated initials of the tenderer. Corrections which are not attested may entail the rejection of the tender. Rates should be quoted both in figures and words in columns specified. In case of discrepancy in the rates in figures and words the rates in words shall be deemed to be correct.
14. The tenderer must obtain for itself on its own responsibility and his own expense all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings and must consider and inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto and influencing its rates for the work.

15. The rates quoted in the tender shall include all charges for double scaffoldings, marking out and clearing of site, watering etc., as mentioned in the specifications. The rates quoted shall be deemed to be for the finished work. Tenderer must include in their rates royalty, sales tax, excise duty, octroi and any other tax and duty, or other levy levied by the central government or any state government or local authority if, applicable, no claim in respect of royalty, sales tax, excise duty, octroi or other tax, duty or levy shall be entertained by the Employer.
16. Time shall be considered as the essence of the contract. The entire work must be completed in 3 (three) calendar months. The attention of the tenderer is drawn to clause 11 of the conditions of contract referring to damage for non-completion. The tenderer shall before commencing work prepare a detailed work programme which shall be approved by the employer.
17. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delay in commencing or executing the work whatever the course of delays may be, including delay arising out of modification of the work entrusted to him or any sub-contracts connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason, whatsoever and the employer does not accept liability for any sum besides the tender amount subject only to such variations as may be provided for herein.
18. The successful tenderer is bound to carry out any items of work necessary for the completion of job even though such items are not included in the quantities and rates. Schedule and instructions in respect of such additional items and their quantities will be issued in writing by the Employer.
19. If the Head quarters of the successful tenderers are elsewhere than Delhi he shall have a duly authorized agent in Delhi from the commencement of the work until the building is occupied by the employer. Such agent shall be authorized to act on behalf of the successful tenderer to accept service of notice of contract and to agree to extras, omissions and varied item of work and rates for the same. Such agent shall maintain on his staff a qualified Engineer approved by the Employer and such office personnel as may be required for the efficient execution of works. Any notice under the contract shall be deemed to have been served on the successful tenderer if served upon such agent or sent by registered letter to address. Such agent shall not be changed and shall not leave during the duration of the contract, unless the consent of the Employer shall have been previously obtained. If the Employer shall order the tenderer to carry out any rectifications under the terms of the contract after the building is completed, the successful tenderer shall have the same or another duly authorized agent while such rectifications are being carried out.
20. The successful tenderer must co-operate with the CPCB and its decisions so that the work shall proceed without any delay and to the satisfaction of the employer.
21. The contractor shall be supplied water and electrical connection free of cost.
22. The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the contract.
 - On completion of the work, the contractor shall clear away and remove from the site all surplus materials, rubbish and temporary works of every kind and leave the whole of site and permanent works clean and in a workman like condition into the satisfaction of employer.
 - The contractor has to depute a supervisor of atleast Diploma holder for supervision of the work.
 - The contractor shall also submit the wage schedule for all classes of labourers required in the work, for information of the department and necessary action in case the department desires to engage its labour for minor works to be done departmentally.

S.N.	Classification of Labour	Unit	Rate/day in figures words
1	Supervisor atleast diploma holder	each	
2	Foremen 1st grade	Each	
3	Electrician 1st grade	Each	
4	Fitter 1st grade	Each	
5	Khalasi	Each	
6	Mason	Each	

CONDITIONS OF CONTRACT

1. Interpretations

In Construing these conditions, the specifications, the priced schedule of quantities, tender and agreement, the following words shall have the meanings herein assigned to them except where the subject or contact otherwise required:-

“Employer” shall mean

..... And his (their) heirs, legal representatives, assigns and successors.

“ Contractor” shall mean

..... and his (their) heirs, legal representatives, assigns and successors.

“Site” shall mean the site of the contract works as shown bounded on the site plan attached hereto including any buildings and erections thereon and any other land adjoining thereto (inclusively) as aforesaid allotted by the Employer for the Contractor’s use.

“This Contract” shall mean the Articles of Agreement, special conditions, these conditions, the priced schedule of quantities, the specifications, and the appendix and the drawings, additional instructions issued till the receipt of the tender and subsequently correspondence if any till the date of acceptance of tender, and the letter of acceptance of contract.

“Act of Insolvency” shall mean any act of Insolvency as defined by the Presidency town Insolvency Act, or the provincial act or any amending statute.

“Notice in writing” or written notice shall mean a notice typed or printed characters sent (unless delivered) personally or otherwise provide to have been received by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

“Virtual completion” shall mean that building is in the opinion of Employer fit for occupation.

“Words imputing persons” include firms and corporations. Words imputing the singular only also include plural and vice versa where the context so required.

2. Scope of work

The contract in brief covers civil works for the “Renovation/alteration work including lab furniture in Bio Laboratory” in CPCB at Parivesh Bhawan, East Arjun Nagar, Delhi – 110 032.

The contractor shall carry out and complete the works in every respect in accordance with this contract and in accordance with the directions and to the satisfaction of the employer. The employer in their absolute discretion from time to time issue further drawings and / or written instructions, details, directions and explanations which are hereafter collectively referred to as the “Employer’s Instructions” in regard to:-

- a) The variation or modification of the design, quality of works or the additions or omission or substitution of any work.
- b) The removal from the site of any materials brought there on by the contractor and the substitution of other materials therefore.
- c) The removal and/or re-execution of any works executed by the contractor.
- d) The dismissal from the works of any persons thereupon.
- e) The opening up for inspection of any work covered up.
- f) The amending and making good of any defects under clause (10)

4. Authorities, Notice and Patents

The contractor shall confirm to the provisions of any acts of the legislature relating, to the works and to the regulations and bye-laws of any authority, and of any water, lighting and other companies and /or authorities with whose system the structure is proposed to be connected, and shall, before making any variations from the drawings or specifications that may be necessitated by so confirming give to the Employer written notice, specifying the variation proposed to be made and the reason for making it, and apply for instructions, thereon. In case the contractor shall not within in seven days receive such instruction he shall proceed with the work confirming with the provisions, regulations or bye-laws in question.

The contractor shall arrange to give all notice; required by the said acts, regulations or bye-laws to be given to any authority, and to pay to such authority, or to any public officer all fees that may be properly chargeable in respect of the works, and lodge the receipts with the employer.

The contractor shall identify the Employer against all claims in respect of patent rights and shall defend all actions arising from such claims unless he has informed the employer before any such infringement received their permission to proceed and shall himself pay all royalties license fees, damages, coasts and charge of all and every sort that may be legally incurred in respect thereof.

5. Access

The employer, their representative shall at all reasonable times have free access to the work and / or to the workshop factories, or other places where materials are being prepared or construct the contract and also to any other place where

the materials are lying or from which they are being obtained, and the contractor shall give every facility to Employer and their representative necessary for inspections and examinations and tests of the materials and workmanship. Except the representatives of public authorities no person shall be allowed on the works at any time without the written permission of the employer.

If any work is to be done at the place other than the site of works, the contractor shall obtain the written permission of the employer for doing so. The work during the progress / on completion can also be inspected by the employer.

6. Dismissal of workmen

The contractor shall on the request of the employer immediately dismiss from the works any person employed thereon who may, in the opinion of the employer, be unsuitable or incompetent or who may misconduct himself, and such person shall not be again employed or allowed on the work without the permission of Employer.

7. Date of Commencement and completion

The contractor shall be allowed admittance to the site on the "Date of commencement" stated in the Appendix, and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same on or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.

The time being the essence of contract, the contractor will adhere to time and progress chart and will give proportionate progress in proportionate time i.e. 1/8th of work in 1/4th of the time, 3/8th of the work in 1/2 of the time and 3/4th of the work in 3/4th of the time and commensurate with the progress as envisaged in the bar chart based on the analogy had accepted by the employer. In case of failure on the part of the contractor to give proportionate progress in proportionate time then the employer may recover by way of liquidated damages the amount calculated as described in the appendix shall however be refunded in case the individual items and the entire works are completed by the target dates, as decided by the employer, whose decision shall be binding.

8. Assignment

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share interest therein nor shall he take a new partner without the written consent of the employer, and no subletting shall relieve the contractor from the full and entire responsibility of the contractor or from active superintendence of the work during its.

9. Schedule of quantities

The schedule of quantities unless otherwise stated shall be deemed to have been prepared in accordance with the method of measurement mentioned in the specifications and shall be considered to be approximate and no liability shall attach to the employer for any error that may be discovered therein.

10. If in the opinion of the employer the work be delayed

- a) By force of nature such as incessant rain, flood, fire and like natural calamities or
- b) Reason of any exceptionally inclement of weather or
- c) By reason of proceeding taken or threatened by or dispute with adjoining or neighboring owners or public authorities or
- d) By the works or delays of other contractor or tradesman engaged by the employer and not referred to in the schedule of quantities and /or specification or
- e) By reason of employer's instructions as per clause No.2 or
- f) By reason of civil commotion, local combination of workmen or strike of lockout affecting any of the building trades or
- g) By consequence of the contractor not having received in due time necessary instructions from the employer for which he shall have specially applied in writing or
- h) From other causes which the employer may certify as beyond the control of the contractor or
- i) In case of strike or lock out the contractor shall give written notice thereof to the employer, but the contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of employer to proceed with the work. The employer shall make a fair and reasonable extension of time for the completion of the contractor work.

11. Damage for non-completion

If the contractor fails to complete the work by the date of completion stated in the appendix or within any extended time under clause 10 thereof and the employer certify in writing that in their opinion the same ought reasonably so to have been completed, the contractor shall pay or allow the employer the sum named in the appendix as "liquidated Damaged" for the period during which the said works shall so remain incomplete and the employer may deduct such damage from any moneys due to the contractor.

12. Failure by Contractor to comply with employer's instructions

If contractor after receipt of written notice from the employer requiring compliance, with such further drawings and / or employer's instructions fails within seven days to persons to execute any such work whatsoever may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the contractor by the employer as a debt or may be deducted by him from any moneys due to the contractor.

13. Certificate and payment

The contractor shall be paid by the employer from time to time by installments under interim certificates to be issued by the employer to the contractor on account of the works carried when in the opinion of the employer work to the approximate value named in the appendix as value of works for interim certificates (less at the reasonable discretion of the employer) has been executed in accordance with this contract, subject however to a retention of the percentage of such value named in appendix hereto as "Retention percentage of interim certificates". The employer may in their discretion include in the interim certificate such amount as per standard CPWD procedure on account of material delivered upon the site by the contractor for use in the works.

And when the works have been virtually completed and the employer shall have certified in writing that they have been so complete the contractor shall be paid by the employer in accordance with the certificate to be issued by the employer the sum of money named in the appendix as 'Installment after virtual completion' and the contractor shall be entitled to the payment of the final balance in accordance with the final certificate to be issued in writing by the employer at the expiration of the period referred to as "Defects Liability period" in the appendix hereto from the date of virtual completion or soon after the expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen. Provided always that the issue of the employer of any certificate during the progress of the work set or after their completion shall not relieve the contract or from his liability in case of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt. Within the certificate and in case of all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the employer shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the contract.

The employer shall have power to withhold any certificate if the works or any parts thereof are not being carried out to their satisfaction.

Payments on interim certificate shall be made within the period named in the appendix "Period of honoring Certificate" after such certificate have been delivered to the employer and vetted by the CPCB.

14. Certificate of Virtual completion

The works shall not be considered as completed until the employer have certified in writing that they have been virtually completed and the defects liability period shall commence from the date of such certificate.

15. Employer delay in progress

The employer may delay the progress of the works without vitiating, the contract and grant such extension of time for the completion of contract as they may think proper and sufficient in consequence of such delay, and the contractor shall not make any claim for compensation of damages in relation thereto.

16. Restriction of work to be carried out

if at any time after commencement of the work, the employer shall for any reason what so ever not require the whole work or part thereof as specified in the tender to be carried out, the contractor shall have no claim to any payment of compensation whatsoever on account of any profit / advantage / on which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out nor shall be have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

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

In case of such stores having been issued from employer stores and returned by the contractor to employer stores, credit shall be given to the contractor at rates not exceeding those at which they were originally issued to him after taking in to consideration and deduction for claims on account of any deterioration or damage while in custody of the contractor and in this respect the decision of the employer shall be final.

17. Suspension

If the contractor except on account of any legal restraint upon the employer preventing the continuance of work shall suspend the works or in the opinion of the employer shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default in respect of clause No.2 the employer shall have the owner to give notice in writing to the contractor requiring that the work be proceeded within reasonable manner and with reasonable dispatch, such notice shall purport to be a notice under this clause. After such notice shall have been given the contractor shall not be at liberty to remove from the site of the work or from any ground contiguous thereto any plant and materials belonging to him which will have been placed there on for the purpose of the works and the employer shall have a lien upon all such plant and materials subsist from the date of such notice being given until the notice shall have been complied with. If the contractor shall fail for seven days after such notice have been given to proceed with the works as therein prescribed the employer may proceed as provided in clause No.17.

18. Termination of contract by employer

Termination of contractor (being an individual or a firm) commit any "Act of insolvency" or shall be adjudged insolvent, shall make an assignment or composition for the benefit of the greater part in number or amount of his creditors or shall enter into a deed of assignment with his creditors or (being an incorporated company) shall have an order made against him or pass an effective resolution of winding up either compulsorily or subject to the supervision of the court or voluntarily or if the official assignee of the contractor shall repudiate the contractor if the official assignee or the days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfill the contract and if required by the employer to give security therefore or if the contractor (whether an individual, firm or incorporated company) shall suffer execution to be issued, or if the contractor shall suffer any payment contractor shall assign or sublet the contract, without the consent in writing of the Employer first obtained, or any payments due or which may become due to the contractor there under, of if the employer shall certify in writing that in their opinion the contractor;

- I. Has abandoned the contract.
 - II. Has failed to commence the work, or has without any lawful excuse under these conditions suspended the progress of the work for fourteen days after receiving from the employer written notice to proceed, or
 - III. Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
 - IV. Has failed to remove materials from the site or to pull down and replace works within seven days after receiving from the employer written notice that the said materials or work were condemned and rejected by the employer under these conditions, or
 - V. 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 to observe perform the same, or
- Any other decision, opinion, direction, certificate or valuation of the employer to give any of the same shall be subject to the right of Arbitration and review in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the employer.

19. Deposit

The amount deposited by the contractor along with his tender shall be retained with the employer and it shall be returned to the contractor on the virtual completion of the works. In case of default in any of the foregoing conditions the deposit amount shall be forfeited the employer.

19. The contractor undertakes to ensure due and complete compliance with all laws, regulations, rules etc. whether of the central government or the state government or of any other competent authority applicable to the workmen employed or whose services, are otherwise availed of by the contractor whether in connection with the construction work at the site or otherwise. The employer shall have the right to inspect the records maintained by the contractor concerning such workmen from time to time and contractor shall whenever required by the employer produce such records as the employer's may call upon the contractor produce for the employer inspection in order to ascertain whether or not the requirement of all such laws, regulations, rules etc., have been complied by the contractor. In the event of any contravention of such laws, regulations, rules etc., coming to light as a result of such inspection or otherwise the employer shall have the right to require the contractor effect such.

20. The employer shall not be responsible if any accident or death is caused during the continuer of work the contractor shall be responsible to pay the compensations.

Settlement of Dispute and Arbitration

- I. All disputes and differences arising out of or in connection with the contract and works of any nature assigned under the same (whether during the progress of the works or after their completion), determination, abandonment or breach of the contract shall be referred to a team of three men arbitrator appointed by the Chairman, CPCB. The arbitrators shall elect an umpire among them. In case of conflicting findings by the arbitrators, the decision of the umpire shall be final and binding. It will not be an objection to any such appointment that the arbitrators are the government servants and had any interest in the board or the contract entered into directly or indirectly. In all cases, the arbitrators shall state their decision in writing and if amount of claims in dispute is Rs.50,000/- and above, the arbitrators shall give reasons for award.
Subject as aforesaid the provisions of the arbitrations cancellation act or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- II. It is a term of the contract that the party involving the arbitration shall specify the dispute or dispute to be referred to the arbitrator under this clause together with the amount or amounts claimed in respect of each such dispute.
- III. It is also a term of the contract that if the contractor's do not make any demand for arbitration in respect of any claims in writing within 90 days of receiving the intimation from the CPCB that final bill is ready for payment, the claim of the contractor's will be deemed to have been waived and absolutely barred and the board will be discharged and released of all liabilities under the contract in respect of these claims.
- IV. The decision of the employer regarding the quantum of reduction as well as justification thereof in respect of rates for sub-standard work which may be decided will be final and would not be open to arbitration. Provided always that no compensation shall be payable for any loss in always that no compensation shall be payable for any loss in consequence of hostilities or war-like operation (a) unless the contractor had taken all such precautions against Air raid as are deemed necessary by A.R.P officers or the Engineers In Charge, (b) for any materials etc., not on the site of work or for any tools and plant, machinery, scaffolding temporary buildings and other things not intended for the work.
In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the employer compliance within such time as the employer may prescribe in that behalf and in the event of the contractor failing to effect such compliance within the time prescribed by the employer then the employer shall without prejudice to his other rights be entitled to withhold from the amount payable to the contractor any amount payable to the workmen under any such laws, regulations or rules and to make payment thereof to the workmen. The employer shall also have in that event the right to terminate the contract with immediate effect and to exercise powers reserved to their employer under the contract as a result of termination.

CPCB

CONTRACTOR

Witnesses

- 1.
- 2.

APENDIX

1.	Date of Commencement	10 th day from the date of issue of letter of award.
2.	Date of completion	03 months from the date of commencement.
3.	Insurance	As directed.
4.	Liquidated damages	1% of the contract value per week subject to a maximum of 10% of the contract value.
5.	Period of final measurements	Within 01 months from the date of completion.
6.	Value of work for Interim Certificate	One running payment of 80% of the work completed
7.	Security deposit	10% of the contract amount subject to a maximum upto Rs. 70.00 Thousand. The security deposit will be collected by deductions from the bills of the contractor at the rate of 10%.
8.	Defects liability period	One year

TENDER DOCUMENT

Renovation of BIO Laboratory

At

**Central Pollution Control Board
Parivesh Bhawan, East Arjun Nagar
Delhi – 110 032**



**Central Pollution Control Board
Parivesh Bhawan, East Arjun Nagar
Delhi – 110 032**