



भारतीय मानक ब्यूरो
BUREAU OF INDIAN STANDARDS
पूर्वी क्षेत्रीय प्रयोगशाला
Eastern Regional Laboratory,
पी-230, सीआईटी स्कीम VII एम
P-230, C.I.T. Scheme VII M,
ब्लॉक-डब्लू, कंकुरगाछी
Block-W, Kankurgachi,
कोलकाता 700054
Kolkata-700054.

पूर्वी क्षेत्रीय प्रयोगशाला बिल्डिंग, कोलकाता के रूफ ट्रीटमेंट कार्य के
लिए निविदा दस्तावेज़

Tender Document

for

ROOF TREATMENT WORK
AT EASTERN REGIONAL LABORATORY BUILDING AT KOLKATA

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खंड /VOLUME 1:
निविदा दस्तावेज़
TENDER DOCUMENTS

अनुभाग/Section-1: आमंत्रित निविदा सूचना/NOTICE INVITING TENDER

भारतीय मानक ब्यूरो/ BUREAU OF INDIAN STANDARDS
पूर्वी क्षेत्रीय प्रयोगशाला/ Eastern Regional Laboratory,
पी-230, सीआईटी स्कीम VII एम/ P-230, C.I.T. Scheme VII M,
ब्लॉक-डब्लू, कंकुरगाछी/ Block-W, Kankurgachi,
कोलकाता 700054/ Kolkata-700054.
www.bis.gov.in

1. पूर्वी क्षेत्रीय प्रयोगशाला (ईआरओएल) , पी-230, सीआईटी स्कीम VII एम, ब्लॉक-डब्लू, कंकुरगाछी, कोलकाता 700054, बीआईएस भारतीय मानक ब्यूरो अधिनियम 1986 के अंतर्गत स्थापित एक संवैधानिक निकाय है ।

1. BIS is a statutory body established under Bureau of Indian Standards Act, 1986, having its Eastern Regional Laboratory (EROL) at P-230, C.I.T. Scheme VII M, Block-W, Kankurgachi, Kolkata-700054.

2. भारतीय मानक ब्यूरो, पूर्वी क्षेत्रीय प्रयोगशाला (ईआरओएल) , पी-230, सीआईटी स्कीम VII एम, ब्लॉक-डब्लू, कंकुरगाछी, कोलकाता 700054 में स्थित कार्यालय में निम्नलिखित कार्य करने हेतु दो बोली प्रणाली के तहत योग्य बोलीदाताओं से मुहरबंद निविदा आमंत्रित करता है ।

2. BIS invites sealed tenders under two-bid system for the following works at its office located at Eastern Regional Laboratory (EROL) at P-230, C.I.T. Scheme VII M, Block-W, Kankurgachi, Kolkata-700054 from eligible Bidders.

कर्म संख्या Sl. No.	कार्य का विवरण Work Description	भारतीय रुपये में राशि (ईएमडी) Money (EMD) in INR	भारतीय रुपये में मूल्य Value in INR
1	ईआरओएल में रूफ ट्रीटमेंट का कार्य Roof Treatment Work at EROL	20,800/-	10,40,000/-*

3. समय अनुसूची / Time Schedule:

(क) निविदा दस्तावेज़/प्रारूप जारी करने की तिथि : **26 अप्रैल 2017**

(a) Date of issue of tender document/forms: **26 April 2017**

(ख) ईएमडी के साथ पूर्ण निविदा आवेदन प्राप्त करने की अंतिम तिथि : **08 मई 2017 1500 बजे तक**

(b) Last date of receipt of completed tender application with EMD: **08 May 2017 up to 1500 h.**

(ग) ईआरओएल, कोलकाता में तकनीकी बोली खोले जाने की तिथि, समय एवं स्थान : **08 मई 2017 को 1600 बजे तक**

(c) Date, Time and Venue for opening of Technical Bid: **08 May 2017 at 1600 h in EROL, Kolkata**

(वित्तीय बोली केवल उन्हीं फ़र्म की खोली जाएगी, जो तकनीकी बोली में सफल है । वित्तीय बोली खोलने की तिथि अलग से सूचित कर दिया जाएगा।)

(Price bid of only those firms would be opened who are qualified in technical bids. Date of opening of price bid would be intimated separately)

4. निविदाएं टेंडर बॉक्स में पोस्ट द्वारा या हाथ से निम्नलिखित पते पर (ईमेल या फैक्स द्वारा नहीं) प्रस्तुत की जा सकती हैं ।

4. The tenders may be submitted by post or by hand in Tender-box (not by email or fax) to:

प्रमुख, पूर्वी क्षेत्रीय प्रयोगशाला (ईआरओ) / Head, Eastern Regional Laboratory (EROL)
भारतीय मानक ब्यूरो / Bureau of Indian Standards
पी-230, सीआईटी स्कीम VII एमब्लॉक- डब्लू, P-230, C.I.T. Scheme VII M, Block-W,
कंकुरगाछी, कोलकाता 700054, Kankurgachi, Kolkata-700054

5. किसी भी जानकारी के लिए erol@bis.gov.in पर संपर्क करें

5. Any queries may be addressed to erol@bis.gov.in

निविदा दस्तावेज से www.bis.gov.in डाउनलोड किया जा सकता है

Tender document can be downloaded from www.bis.gov.in

हस्ता/-

प्रमुख/Head

ईआरओ प्रयोगशाला, ERO Laboratory

अनुभाग -2 : पात्रता की शर्तें / SECTION-2: ELIGIBILITY CONDITIONS

योग्य बोलीदाता को चाहिए / Eligible Bidder should:

1. कम से कम ऐसे ही कार्य का 5 साल का अनुभव (इससे संबंधित दस्तावेजों की प्रतियां संलग्न होना चाहिए)/ Have minimum 5 years of experience of similar works (copies of supporting documents should be enclosed).
2. दिनांक 31-03-2017 को समाप्त होने वाले पिछले तीन वर्षों के दौरान बोली लगाने वाले फर्म के औसत वार्षिक वित्तीय कारोबार, निविदा में लगाए गए अनुमानित राशि का कम से कम 30% होना चाहिए (पिछले तीन वर्षों के लेखापरीक्षित बैलेंस शीट की प्रतियां बंद कर दी जानी चाहिए) | The Average Annual Financial Turnover of the bidding firm during the last three years, ending on 31-03-2017, should be at least 30% of the estimated amount put to tender (Copies of audited Balance sheets of the last three years should be closed).
3. न्यूनतम 09 लाख के मूल्य के इस प्रकार के एक काम का पूर्ण सफल कार्य का अनुभव होना चाहिए (या) न्यूनतम 5.5 लाख के मूल्य के इस प्रकार के दो कार्य (या) न्यूनतम 4.5 लाख के मूल्य के इस प्रकार के तीन कार्य, प्रत्येक का अनुभव पिछले 3 साल का होना चाहिए | (इससे संबंधित दस्तावेजों की प्रतियां संलग्न होना चाहिए) | Should have experience of having successfully completed a minimum of one job of similar nature of value of Rs.9.0 lakhs (or) a minimum of 2 similar jobs of value of Rs.5.5 lakhs each (or) 3 similar works of Rs.4.5 lakhs each in the previous three years. (Copies of supporting documents should be closed).
4. सरकार के मंत्रालयों, भारत सरकार / राज्य सरकार / पीएसयू / विभाग द्वारा ब्लैकलिस्टेड नहीं किया गया है (निर्दिष्ट प्रारूप में घोषणापत्र जमा करना होगा)| Not have been blacklisted by the Depts. /Ministries of the Govt. of India / State Govt. / PSUs (Declaration has to be submitted in the specified format).
5. पीएसयू/ सरकारी विभाग/ लोक निर्माण निकायों/ सीपीडब्ल्यूडी के साथ वैध पंजीकरण होना चाहिए (इससे संबंधित दस्तावेजों की प्रतियां संलग्न होना चाहिए) | Have valid registration with CPWD/ Public Works bodies/Govt. Depts. /PSUs (copies of supporting documents should be closed).
6. उप-ठेकेदार के रूप में कार्य अनुभव अपेक्षित योग्यता के रूप में नहीं माना जाएगा। Work experience as a sub-contractor **shall not be** considered as the requisite qualification.

अनुभाग/ SECTION 3 – बोलीदाताओं के लिए निर्देश/ INSTRUCTIONS TO BIDDERS

1. भारतीय मानक ब्यूरो (बीआईएस) ईआरएल बिल्डिंग, कोलकाता में रूफ ट्रीटमेंट कार्य के लिए योग्य बोलीदाताओं से दो बोली प्रणाली (तकनीकी बोली एवं वित्तीय बोली) के तहत सील बोली आमंत्रित करता है।

Sealed Bids, under two bid system (Technical bid and financial bid), are invited by the Bureau of Indian Standards (BIS), from eligible Bidders for Roof Treatment Work at EROL Building at Kolkata.

2. निविदा दस्तावेज़ जारी करना/ Issue of Tender Document:

a. ब्यूरो की वेबसाइट (www.bis.gov.in) पर अनुबंध 5 में उल्लिखित अवधि के दौरान खाली निविदा दस्तावेज़ उपलब्ध होगा।

The blank Tender document will be available during the period indicated in the **Annexure 5**, on the website of the Bureau (www.bis.gov.in).

b. The Bidder shall be responsible for all costs associated with the preparation and submission of its Bid. The Bureau shall, in no case, be responsible or liable for these costs, regardless of the conduct or the outcome of the Bidding process.

3. बोली/अनुबंध की भाषा Language of Bid/Contract: बोली की भाषा अंग्रेजी/हिन्दी होगी और सभी पत्राचार अंग्रेजी/हिन्दी आदि में किए जाएंगे। The language of the Bid shall be in English/Hindi and all correspondence, etc. shall conform to the English/Hindi language.

4. प्री बिड कांफ्रेंस / Pre-bid Conference:

4.1 सभी इच्छुक बोलीदाताओं के लिए एक पूर्व बोली कोफ्रेंस अनुसूची-5 में दर्शाए अनुसार निर्धारित दिनांक और समय पर आयोजित की जाएगी। बोलीदाताओं का यदि कोई स्पष्टीकरण हो, उसे पूछने के लिए अनुमति दी जाएगी। Pre-bid conference of all intending Bidders will be held at the scheduled date and time indicated in the **Annexure 5**. Intending Bidders will be allowed to seek clarification, if any.

5. बोलियों की वैधता / Validity of Bids:

5.1 इसके खुलने की तारीख से अनुलग्नक 5 में निर्दिष्ट अवधि तक बोलियां मान्य होंगी। The Bids will be valid for a period indicated in **Annexure 5** from the date of its opening.

6. बयाना राशि /बोली सुरक्षा Earnest Money / Bid Security:

6.1 बोलीदाता, ब्यूरो के पास एक ब्याज मुक्त बयाना राशि जमा (ईएमडी) के रूप में अनुसूची-5 में दर्शाए गए राशि के अनुसार जमा करेगा। बयाना राशि भारतीय मानक ब्यूरो, कोलकाता के पक्ष में देय डिमांड ड्राफ्ट/पे आर्डर के रूप में जमा की जाएगी।

The Bidder shall deposit with the Bureau as sum indicated in the **Annexure 5**, as an interest free Earnest Money Deposit (EMD). The Earnest Money shall be deposited in the form of Demand Draft / Pay Order in favour of Bureau of Indian Standards, Kolkata.

6.2 बयाना राशि जमा करने के लिए विफलता या चूक बोली को अयोग्य घोषित करेगा और ब्यूरो अपने विचार से इस तरह की बोली को अयोग्य घोषित करेगा।

The failure or omission to deposit the Earnest Money shall disqualify the Bid and the Bureau shall exclude from its consideration such disqualified Bid(s).

6.3 बोलीदाता, बोली की वैधता अवधि के दौरान ब्यूरो की सहमति के बिना अपनी बोली को रद्द नहीं करेगा या अपने नियमों और शर्तों को भिन्न नहीं करेगा। यदि बोलीदाता, बोली को रद्द करेगा या इसकी शर्तों एवं नियमों में भिन्नता करेगा तो ब्यूरो द्वारा इसके अन्य अधिकारों एवं उपचारों पर प्रतिकूल प्रभाव डाले बिना धरोहर राशि जमा को जब्त कर लिया जाएगा तथा ऐसी रोक की तिथि से प्रभावी होकर 24 महीने की आगामी अवधि के दौरान कार्य करने हेतु हेतु बोली प्रस्तुत करने के अधिकार के वंचित कर दिया जाएगा। Bidder shall not revoke his Bid or vary its terms and conditions without the consent of the Bureau during the validity period of the Bid. If the bidder revokes the bid or varies its terms or conditions, the Earnest Money deposited by it shall stand forfeited to the Bureau without prejudice to its other rights and remedies and the Bidder shall be disentitled to submit a Bid to the Bureau for supply of works during the next twenty-four (24) months effective from the date of such revocation.

6.4 सफल बोली लगाने वाला निर्धारित सीमा में कार्यकारिता सुरक्षा का भुगतान नहीं करता या समझौते बांड पर हस्ताक्षर करने में विफल रहता है, तो सफल बोलीदाता की बयाना राशि जमा ब्यूरो द्वारा जब्त की जाएगी। If the successful Bidder fails to furnish the performance security or fails to sign the agreement, its Earnest Money Deposit will be forfeited by the Bureau.

6.5 असफल बोलीदाता की बयाना राशि की ब्यूरो के समक्ष अपेक्षित कार्य निष्पादन प्रतिभूत सफलतम बोलीदाता द्वारा प्रस्तुत करने के बाद एवं बोलियों की देयता अवधि की समाप्ति के 30 दिन के भीतर संविदा हस्ताक्षर करने के बाद वापिस लौटा दी जाएगी। The Earnest Money of all Bidders shall be refunded after the successful Bidder furnishes the required Performance Security to the Bureau and signs the contract within thirty (30) days of the expiry of validity period of Bids, whichever is earlier.

7. योग्य बोलीदाता / Eligible Bidders

7.1 केवल उन बोलीदाताओं, जो खंड 2 में वर्णित पात्रता मानदंड को पूरा करते हैं, अपनी बोली प्रस्तुत करने के लिए पात्र हैं। Only those Bidders, who fulfil the eligibility criteria as mentioned in the **Section 2**, are eligible to submit their Bids.

8. दरें कैसे उद्धृत की जानी हैं/ Rates how to be quoted

8.1 The bidders expected to work out his rates keeping in view the technical specifications & conditions and arrive at the amount to be quoted. The Bidder shall be deemed to have satisfied itself before Bidding as to the correctness and sufficiency of its Bid and of the rates and prices quoted in the attached Annexures, which rates and prices shall, except as otherwise provided, cover all its obligations under the contract and all matters and things necessary for proper fulfilling his obligations under the contract. **Rates are to be quoted only as per the BOQ (Bill of Quantities) – Volume-2 of the tender document.**

9. Manner of Submission of Bid

9.1 बिड बॉक्स में या डाक द्वारा निर्धारित समय के पहले निर्दिष्ट स्थान तक पहुंचने पर पूर्ण बोली को जमा कर दिया जाएगा | पोस्ट का तात्पर्य स्पीड पोस्ट और रजिस्ट्री पोस्ट से है | The complete Bid will be submitted by depositing the same in the Bid Box or by post which reaches the specified place before the specified time. Post includes Speed Post, Registered Post.

9.2 ई-मेल या फैक्स से माध्यम से प्राप्त की बोली को खारिज कर दिया जाएगा। **Bids received through E-mail or fax will be rejected.**

10. जमा करने की अंतिम तिथि/ Last Date for Submission

10.1 अनुलग्न 5 में निर्दिष्ट तिथि और समय के अंदर खंड 1 (आमंत्रित निविदा सूचना) में निर्दिष्ट पते पर सील बोलियां प्राप्त की जाएगी। निर्धारित दिनांक और समय के बाद प्राप्त बोलियों पर विचार नहीं किया जाएगा। इसलिए, इस तरह की बोलियों को अस्वीकार कर, बंद बोली को बोलीदाता को वापिस भेजा जाएगा। Sealed Bids shall be received at the address specified in **Section 1 (Notice Inviting Tender)** within the date and time specified in **Annexure 5**. Bids received after the specified date and time for receipt of bids shall not be considered. Hence, such bids shall be rejected and returned unopened to the Bidder.

10.2 इस घटना में कि प्रस्तावित बोली जमा करने की निर्दिष्ट तिथि को अवकाश घोषित किया गया है, इस स्थिति में प्रस्ताव अगले कार्य दिवस पर निर्धारित समय तक प्राप्त किए जाएंगे। In the event that the specified date for the submission of Bid offers is declared a holiday, the offers will be received up to the appointed time on the next working day.

11. बोली दस्तावेज़ कि सामग्री / Contents of Bid Document

12.1 Bids are invited in two-bid system (Technical bid and financial bid). The bid shall consist of one covering envelope, which shall contain a covering letter and two envelopes, one each for technical and financial bid.

लिफाफा संख्या 1 (तकनीकी बोली) Envelope No.1 (Technical Bid): The technical bid envelope shall be labelled "technical bid" and shall contain the following documents:

- (a) Check-List of all the documents enclosed (as per format at annexure 8);
- (b) The EMD as indicated in clause 6.1 above.
- (c) Attested copy of the valid registration document issued by CPWD/other PWD/ Govt Dept. / PSU to the authorized organization;
- (d) Details of the firm(s) along with supporting documents **(As per Annexure-2)**;
- (e) Copies of Income Tax Returns and Service Tax Returns filed with the concerned Authorities in the last 3 years;
- (f) In case of a firm, each partner or power of attorney holder shall sign the Bid. The attested copies of power of attorney of person signing the Bid shall be enclosed with the Bid. The power of attorney shall be signed by all partners. In case of private limited / public limited companies, the power of attorney shall be supported by board resolutions and appropriate and adequate evidence in support of the same shall be provided;
- (g) All pages and pasted slips should be signed by the Bidder and no page shall be added or removed from the set of Bid Document. Duly signed Bid document is to be submitted as a token of its acceptance;
- (h) A statement showing the similar type of works executed in the last 3 years along with supporting documents **(As per Annexure-3)**;
- (i) A declaration regarding black-listing and/or litigations **(As per Annexure-4)**

Envelope No. 2 (Financial Bid): This envelope shall be labelled financial bid and shall contain item-wise price for the works as per **Bill of Quantities (Volume 2 of Tender Document)**, duly filled in and initialled on each page. The instructions contained in clause-8 may also be noted.

Both the envelopes 1 and 2 shall be put together in a common sealed covering envelope super-scribing the name of works to be executed as mentioned in **Section 1** and the name and address of the Bidder at the bottom left.

13. Other Important Points to be noted by the Bidder

(a) The terms Financial Bid and Price Bid have been used interchangeably in this document. They shall be taken to mean the same thing.

(b) The total financial Bid amount should be written both in words and figures.

(c) The Bidder shall submit the Bid which satisfies each and every condition laid down in this tender document, failing which the Bid shall be liable to be rejected.

Conditional Bids will be rejected.

(d) Any change that will be made in the tender paper by the Competent Authority after issue of the tender will be intimated to the prospective bidders in the form of Corrigendum/Addendum for incorporating the same in the Bid before submitting the bid.

(e) The Financial Bid shall be inclusive of all present applicable taxes to be paid by the Bidder and claim for extra payment on any such account shall not be entertained.

14. Corrupt or Fraudulent Practices

14.1 The Bureau requires that the Bidders under this Bid observe the highest standards of ethics during the procurement and execution of such Contracts. Accordingly, the Bureau defines the terms set forth as follows:

(a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement processor in contract execution; and

(b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or an execution of a contract to the detriment of the Bureau, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Contract amounts at artificial non-competitive levels and to deprive the Bureau of the benefits of the free and open competition.

14.2. The Bureau shall reject a proposal for award, if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question; The Bureau shall deem a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

15. बोली खोलना / Opening of Bid

निविदा सूचना में विनिर्दिष्ट समय एवं तिथि से पूर्व प्राप्त बोली अनुसूची 5 (यदि संभव हो), में दर्शाए गए कार्यालय में विनिर्दिष्ट कार्यक्रम के अनुसार बोलीदाताओं के सामने या प्राधिकृत प्रतिनिधियों जो सूचीबद्ध समय पर खोलने वाले दिन को उपस्थित रखने के लिए जिनका चयन किया जाएगा उनके समक्ष खोली जाएगी। The Bid received within the time and date specified in Tender Notice, will be opened as per the specified program in the office as mentioned in the **Annexure 5** (if possible), in the presence of Bidders or their authorized representatives who choose to remain present on the opening day, at the scheduled time.

16. बोलीदाताओं की छँटाई / Short-listing of Bidders

ब्यूरो केवल उन बोलीदाताओं की वित्तीय बोली खोलेगा जिनको तकनीकी बोली में अर्हक सूची में रखा जाएगा। ऐसे बोलीदाताओं को तिथि एवं समय सूचित कर वित्तीय बोलियां खोली जाएंगी | The Bureau will short-list technically qualifying Bidders and Financial Bids of only those Bidders, who qualify in technical bids, will be opened at a date and time to be intimated.

17. वित्तीय बोलियाँ खोलना / Opening of Financial Bids

ब्यूरो निर्दिष्ट तिथि को लिफाफा सं 2 खोलेगा तथा मूल्य तालिका में बोलीदाता द्वारा उद्धृत दरों को पढ़ा जाएगा | The Bureau shall open Envelope No. 2, on notified date, and the rates quoted by the bidder in Bill of Quantities shall then be read out.

18. बोली की स्वीकार्यता / Acceptance of Bid

ब्यूरो के सक्षम प्राधिकारी द्वारा बोली की स्वीकार्यता की जाएगी। वित्तीय बोली में उद्धृत दरों के अनुसार L 1 के आधार पर बोली स्वीकार की जाएगी। न्यूरो न्यूनतम या किसी बोली को स्वीकार करने के लिए बाध्य नहीं है। ब्यूरो बिना किसी कारण बताए प्राप्त बोली या बोलियों में से किसी या सभी को रद्द करने का अधिकार सुरक्षित रखता है। बोली की स्वीकार्यता ब्यूरो के प्राधिकृत अधिकारी द्वारा लिखित में सफल बोलीदाता को स्वीकार्यता भिजवाई जाएगी | Acceptance of Bid shall be done by the Competent Authority of the Bureau. The Bureau is not bound to accept the lowest or any Bid. The Bureau reserves the right to reject any or all Bids received without assigning any reason whatsoever. The acceptance of Bid will be communicated to the successful Bidder in writing by the authorized officer of the Bureau.

19. प्रक्रिया गोपनीय रखी जाएगी / Process to be Confidential

जांच संबंधी जानकारी, मूल्यांकन एवं बोलियों की तुलनात्मक तथा संविदा देने के संबंध में बोलीदाताओं या किसी अन्य व्यक्ति को जिसका इस बोली से संबंध न हो और जब तक सफलतम बोलीदाता का नाम घोषित न किया जाए, प्रकट नहीं करेगा | Information relating to the examination, evaluation and comparison of Bids and the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced.

20. संविदा दस्तावेज़ का निष्पादन / Execution of Contract Document

20.1 सिक्योरिटी को जमा करने के बाद, सफलतम बोलीदाता के लिए 100/- रुपये के उचित मूल्य के स्टाम्प पेपर पर बोली दस्तावेजों के साथ संलग्न फार्म (अनुलग्न-6) में डुप्लीकेट प्रतियों में करार करना अपेक्षित है। करार बोली स्वीकार करने की तिथि से 07 दिनों के भीतर हस्ताक्षर करना चाहिए। (खंड 4) संविदा (सी ओ सी) में यथा निर्दिष्ट करार, संविदा की शर्तें (सी ओ सी) एवं अन्य दस्तावेजों द्वारा शासित की जाएगी | The successful Bidder after deposit of Performance Security, is required to execute an Agreement in duplicate in the form attached (**Annexure 6**) with the Bid Documents on a stamp paper of proper value (the proper value at present is **Rs. 100/-**). The Agreement should be signed within **7 days** from the date of acceptance of the Bid. The Contract will be governed by the Agreement, the Conditions of the Contract (CoC) and other documents as specified in the CoC (**Section 4**).

20.2 निष्पादन की तिथि को यथा लागू करार हेतु, स्टाम्प ड्यूटी, विधि एवं वैधानिक प्रभारों के भुगतान हेतु सफलतम बोलीदाता की ज़िम्मेदारी होगी। It shall be incumbent on the successful Bidder to pay stamp duty, legal and charges for the Agreement, as applicable on the date of the execution.

21. ब्यूरो के अधिकार / Rights of the Bureau

21.1 ब्यूरो इस बोली में रखे गए कार्यों को बढ़ाने/कम करने की उपयुक्त का अधिकार सुरक्षित रखता है। The Bureau reserves the right to suitably increase/reduce the scope of work. The right to split up works in two or more parts is reserved by the Bureau and also the right to award contract to more than one agency is reserved.

21.2 निविदा दस्तावेज़ के किसी खंड या संविदा की शर्तों की व्याख्या में किसी प्रकार की अस्पष्टता के मामले में ब्यूरो द्वारा खंडों की व्याख्या अंतिम एवं बाध्यकारी होगी। In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the conditions of the Contract, interpretation of the clauses by the Bureau shall be final and binding on all Parties.

22. संविदा का भाग बनाने संबंधी सूचना / Notice to form Part of Contract

22.1 निविदा सूचना एवं दिये गए निर्देश संविदा के भाग बनेंगे। Tender Notice and these instructions shall form part of the Contract.

Letter Submitting Tender

To

Head
Eastern Regional Laboratory
Bureau of Indian Standard
P-230, C.I.T. Scheme VII M,
Block-W, Kankurgachi,
Kolkata-700054

Dear Sir,

With reference to the tender invited by you for the Roof Treatment Work, I/We do hereby offer to execute the works under "contract at the respective rates mentioned in the Schedule 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 schedule of quantities. I/We agree to finish the whole of the works within 01 (One) months from the date of getting possession of the site or order to start work whichever is later.

I/We have deposited as Earnest Money **Rs 20,800.00 Rupees (Twenty two thousand only)** by a Bank draft from scheduled bank of " _____ " which amount is not to bear any interest.

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

Yours faithfully,

Date:

खंड 4 : अनुबंध की शर्तें Section 4: CONDITIONS OF CONTRACT

1 परिभाषाएँ / DEFINITIONS:

- i) **“Act of Insolvency”** shall mean any act of insolvency as defined by the Presidency Towns insolvency Act or the provincial Act or any amending Statute.
- ii) **‘Annexure’** referred to in these conditions shall mean the relevant annexure appended to the Tender Document and the Contract.
- iii) **‘Approved’** shall mean approved in writing including subsequent confirmation of previous verbal approval and “Approval” shall mean approval in writing including as aforesaid.
- iv) **‘Bid’** means the Contractor’s priced offer to the Bureau for the supply of the Works at the specified places and remedying of any defects therein in accordance with the provision of the Contract, the installation and services as accepted by the Letter of Acceptance.
- v) **“Bidder”** shall mean the construction company/agency who quotes against the tender enquiry for undertaking the work.
- vi) **“Bill of Quantities”** means the priced and completed Bill of Quantities forming part of the Bid.
- vii) **‘Bureau’** shall mean Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.
- viii) **‘Commencement Date’** means the date on which the work is started on the site (Within 15 days from issue of work order)
- ix) **‘Competent Authority’** shall mean any officer authorized by the Bureau to act on behalf of the Bureau under this contract.
- x) The **“Completion Date”** is the date of completion of the Works as certified by the Bureau.
- xi) **‘Contract’** shall mean and include the Tender Notice, instructions to bidders, terms and conditions of contract, Letter of Acceptance, the Offer, the Agreement and mutually accepted conditions in the authorized correspondence exchanged with the bidder by the Bureau and any other document forming part of the contract.
- xii) **“Contractor”** shall mean the successful bidder whose tender has been accepted by the Bureau and to whom the order is placed by the Bureau and shall include his heirs, legal representatives, successors etc.
- xiii) The **“Contractor’s Bid”** is the completed Bidding documents submitted by the Contractor to the Bureau.
- xiv) **‘Contract Amount’** shall mean the sum quoted by the Contractor in his bid and accepted by the Bureau.
- xv) A **“Defect”** is any part of the Works not completed in accordance with the Contract.
- xvi) The **“Defect Liability Period”** is **10 years** from the date of satisfactory completion and handing over of the site to the Bureau.
- xvii) **‘Director General’** shall mean the Director General of the Bureau, for the time being holding that office and also his successor and shall include any officer authorized by him.
- xviii) **“Equipment”** is the Contractor’s machinery and vehicles brought temporarily to the Site to construct the Works.
- xix) **‘Government’** shall mean the Central Government.

xx) The **“Initial Contract amount”** is the Contract amount listed in the Bureau’s notification of award of work.

xxi) The **“Intended Completion Date”** is the date on which it is intended that the Contractor shall complete the works. The Intended Completion Date shall be within the completion date specified in the notification of award of work and may be revised only by the Bureau issuing an extension of time.

xxii) **‘Letter of Acceptance’** means the formal acceptance by the Bureau.

xxiii) **“Material”** are all supplies, including consumables, used by the contractor for incorporation in the Works.

xxiv) **“Months”** are calendar months and **“Days”** are calendar days

xxv) **“Notice in writing”** or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally) or otherwise proved 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.

xxvi) **“Permanent works”** shall mean all the works included in the schedule of quantities and shall also include additions, alterations etc. communicated in writing.

xxvii) **“Plant”** is any integral part of the Works, which is to have mechanical, electrical, electronic, or chemical or biological function.

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

xxix) **“Site Investigation Reports”** are those which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

xxx) **‘Specification’** means the specification refer red to in the tender. In case where no particular specification is given, the relevant specification of the Bureau, where one exists, shall apply.

xxxi) **“Temporary Works”** are works designed, constructed, installed and removed by the Contractor which are needed for construction or installation of the Works.

xxxii) **‘Tender’** means formal invitation by the Bureau to the prospective bidders to offer fixed price for supply of Works.

xxxiii) **‘Time for Completion’** means the time for completing the works(including passing of tests) or any part thereof as stated in the Contract calculated from the Commencement Date (As per work order).

xxxiv) The **“Trained Work Person”** are those employed / proposed to be employed by the Contractor at the Project Site, who have participated and are in possession of a valid Competency Certificate through a program run under the auspices of a University, State Technical Board, Ministry of Government of India.

xxxv) A **“Variation”** is an instruction given by the Bureau, which varies the Works.

xxxvii) **‘Works’** shall mean the items to be executed for the Bureau by the Contractor as stated in the Contract and shall include installation and other services that are prescribed in the Tender document.

1. अनुबंध के पक्ष / PARTIES TO THE CONTRACT

The parties to the contract shall be the Contractor, whose offer is accepted by the Bureau; and the Bureau.

The person signing the offer or any other document forming the part of Contract on behalf of other persons of a firm shall be deemed to have due authority to bind such person/s or the firm as the case may be, in all matters pertaining to the Contract. If it is found that the person concerned has no such authority, the Bureau may, without prejudice to any other Civil/Criminal remedies, terminate the Contract and hold the signatory and/or the firm liable for all costs and damages for such termination.

2. निष्पादन सुरक्षा / Performance Security

To ensure due performance of the contract, an interest-free Performance Security, @ 5% of the total tender amount has to be deposited by the contractor in the form of Bank Guarantee from scheduled bank in favour of 'Bureau of Indian Standards' payable at 'Kolkata' as per proforma as indicated in **Annexure-1**. The performance security has to be deposited by the contractor within **15 days** of date of issue of letter of intent conveying the decision of The Bureau to award the work to the contractor, failing which the award of work would be liable for cancellation.

Any amount due/recoverable from the Contractor under the terms of this Contractor any other account, may be deducted from the amount of Performance Security. In case, the amount of Performance Security is reduced by reason of any such deduction, the Contractor shall, within fifteen (15) days of receipt of notice of demand from the Bureau, make good the deficit. In case, security is deposited by way of bank guarantee by the Contractor, then any penalty for damages liquidated or un-liquidated or for any breach or failure or determination of Contract, not previously paid to the Bureau, shall immediately on demand be paid by the said bankers to Bureau under and in terms of the said guarantee.

If during the term of this Contract, the Contractor is in default of the due and faithful performance of its obligations under this Contract, or any other outstanding dues by the way of fines, penalties and recovery of any other amounts due from the Contractor, the Bureau shall, without prejudice to its other rights and remedies here under or at the Applicable Law, be entitled to call in, retain and appropriate the Performance Security.

Nothing herein mentioned shall debar the Bureau from recovering from Contractor by a Suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Performance Security.

The Performance Security shall be retained until all disputes, if any, between both the parties have been settled to the entire satisfaction of the Bureau. The Performance Security shall be returned to the Contractor after the virtual completion date.

3. अनुबंध दस्तावेज़ / CONTRACT DOCUMENTS:

The several Contract documents forming the Contract shall be taken as mutually explained to one party by the other, but in case of ambiguities or discrepancies the same shall be explained and harmonized by the Competent

Authority of the Bureau who shall issue to the Contractor necessary instruction thereon and in such event unless otherwise provided in the Contract the priority of the documents forming the contract shall be as follows:

- i. The Agreement
- ii. Minutes of pre-bid meetings, clarifications
- iii. The Conditions of Contract
- iv. Tender Notice and Tender Document
- v. Letter of Acceptance.
- vi. Any other correspondence exchanged between the parties in connection with the contract
- vii. The Contractor's Bid

4. कार्य की गुणवत्ता / Quality of Works

All works by the Contractor shall be in conformity with the specifications laid down in the contract, as per technical specifications as per Appendix 1 and as per CPWD Specifications. If desired by the Bureau, the Contractor shall furnish proof to the satisfaction of the Bureau that the works so comply.

5. निरीक्षण / Inspection

The contractor shall provide an inspection report / certificate that the materials/ installations confirm to all specification contained in the Contract. The Bureau will carry out inspection of the works to confirm their conformity to the Contract specification/quality.

The Competent Authority shall be entitled at any time to inspect and examine any works intended to be executed or materials intended to be used / installed either at the factory, godown or at any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.

The Competent Authority shall have full powers to require removal of any or all of the works executed / installed by the Contractor which are not in accordance with the contract specifications or which do not conform in character or quality to the samples approved by the Bureau. In case of default on the part of the Contractor in removing the rejected materials / installations, the Competent Authority of the Bureau shall be at liberty to have them removed by other means. The Competent Authority shall have full powers to procure other proper materials / installations to be substituted for rejected materials / installations and in the event of the Contractor refusing to comply, he may cause the same to be executed by other means. All costs, which may attend upon such removal and / or substitution, shall be borne by the Contractor.

borne by the Contractor.

6. वारंटी / Warranty

The Contractor shall be fully responsible for replacement / rectification of defective works at the time of delivery / operation and for those works covered under defect liability period, the contractor shall be responsible during the period of such warranty.

8. विलंब हेतु हर्जाना / Damages for delay

The Contractor has to commence work within 15 days of receipt of the work order and complete the work within 01 (One) Months of commencement of work.

Should the work be not completed to the satisfaction of the Bureau within the stipulated period, the contractor shall be bound to pay to the Bureau a sum calculated at the rate of 1% of the contract amount per week delay subject to a ceiling of 10% of the contract amount by way of liquidated damages and not as penalty, during which time the work remains un commenced or unfinished after the expiry of the completion date.

9. जोखिम क्रय / Risk purchase

In case the Contractor fails to execute the works, the Bureau reserves the right to get it executed from alternate sources at the risk, cost and responsibility of the Contractor.

10. जुर्माना / जुर्माना की बढ़त/ Imposition of fines/penalty

Suitable fine (to be determined by Competent Authority of the Bureau) will be imposed in case of unsatisfactory quality of work or any damage done to The Bureau's property during the course of work.

11. क्षतिपूर्ति / Indemnity:

The Contractor shall indemnify and keep indemnified the Bureau against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation there to under the provisions of various labor laws as amended from time to time.

The Contractor shall indemnify, protect and save the Bureau against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, marks, copy rights etc. Such other statutory infringements.

12. अनुबंध की समाप्ति/ Termination of Contract

The Bureau shall be at liberty at any time to terminate this Contract on giving 24 hours' notice in writing the Contractor for breach of any of the terms and conditions of this Contract for poor quality of the Works, insufficient service or misconduct of the Contractor as to which the decision of the Bureau shall be final and the Contractor shall not be entitled to any change or compensation by reason thereof.

An event of default on the part of the Contractor, which results from the Contractor being unable to fulfill its Service obligations under the Contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:

An event of default on the part of the Contractor, which results from the Contractor being unable to fulfil its Service obligations under the Contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:

(a) In the opinion of the Bureau, the Contractor has repudiated the Contract,

- (b) Without reasonable excuse has failed to commence supply of Works or Services in accordance with this Contract, or failed to complete the supply the Works or provide Services within the time stipulated for completion;
- (c) Despite previous warning from the Bureau, in writing, or otherwise persistently or flagrantly neglecting to comply with any of its obligations under the Contract;
- (d) Serious discrepancy in the quality of the Works is noticed during the inspection.
- (e) Delays in delivery and installation beyond a period of 60 days from the scheduled date of delivery/Installation.
- (f) If the Contractor is in breach of any law or statute governing the supply of Works/Services;
- (g) The Contractor, in the judgment of the Bureau, has engaged in corrupt or fraudulent practices in competing for or in carrying out the Services under the Contract.
- (h) The Contractor enters into voluntary or involuntary bankruptcy, or liquidation;
- (i) The Contractor becomes insolvent;
- (j) A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets;
- (k) Any act is done or event occurs with respect to the Contractor or its assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events;
- (l) The Contractor (in case of a consortium) has modified the composition of the consortium and / or the responsibility of each member of the consortium without prior approval of the Bureau.

It shall also be lawful for the Bureau to terminate the Agreement at any time if the contract is not being performed as per terms and conditions of the agreement and without being liable for loss or damage which the Contractor may suffer by reason of such termination, by giving the Contractor 15 days' notice in writing by the Bureau for such termination. Any such termination shall be without prejudice to any other right of the Bureau under the Contract.

13. मुख्य खंड लागू करना /Force Majeure Clause:

If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice of happening of such event is given by one party to the other within 21 days from the date of occurrence thereof, neither party shall be by reasons of such event, been titled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Director General of the Bureau as to whether the deliveries have been so resumed or not, shall be final

and conclusive, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the Bureau shall be at liberty to take over from the Contractor at a price to be fixed by Director General, which shall be final, all unused, undamaged and accepted material, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the Bureau may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the Bureau elect to retain.

14. गोपनीयता/ Confidentiality

The Contractor shall not divulge or disclose proprietary knowledge obtained while delivering Works and services under this Contract to any person, without the prior written consent of the Bureau.

15. विज्ञापन/ Publicity

Any publicity by the Contractor in which the name of the Bureau is to be used, should be done only with the explicit written permission of the Bureau.

16. विवाद और विवाचक /Disputes & Arbitration

The Bureau and the Contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract.

If a dispute(s) of any kind whatsoever that cannot be resolved the same shall be referred to the Arbitrator, appointed by the Director General of the Bureau. The provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.

17. नोटिस भेजने का तरीका / Mode of serving Notice

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

All notices shall be issued by the authorized officer of the Bureau unless otherwise provided in the Contract. In case, the notice is sent by registered post to the last known place or abode or business of the Contractor, it shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

18. शासी भाषा Governing language

Governing language for the entire contract and communication there of shall be English only.

19. विधि/ Law:

The contract shall be governed and interpreted under Indian Laws.

20. कानूनी न्याय क्षेत्र / Legal Jurisdiction

No suitor other proceedings relating to performance or breach of Contract shall be filed or taken by the Contractor in any Court of law except the competent Courts having jurisdiction within the local limits of Kolkata only.

21. स्टम्प ड्यूटी / Stamp duty:

The Contractor shall bear and pay any stamp duty and registration charges in respect of the Contract.

22. अनुबंध का क्षेत्र / Scope of contract.

The scope of the works includes Roof Treatment Work at EROL Building at Kolkata.

The Contractor shall carry out and complete the works in every respect in accordance with this contract, read with Volume I (Tender Document) and Volume 2 (Bill of Quantities) of this tender document, and in accordance with the directions and to the satisfaction of the Bureau .

The Bureau may in their absolute discretion from time to time issue further Written instructions, details, directions and explanations which are hereafter collectively referred to as “The Bureau instructions” in regards to: -

- (a) The variation or modification of the design, quality or quantity of works or the additions or omissions or substitution of any work.
- (b) Any discrepancy in the Schedule of Quantities and or Specifications.
- (c) The removal from the site of any materials brought thereon by the Contractor and the substitution of other materials therefore.
- (d) The removal and/or re-execution of any works executed by the Contractor.
- (e) The dismissal from the works of any persons thereupon
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects.

The Contractor shall forthwith comply with and duly execute any work comprised in such instructions provided always that verbal instructions, and directions explanations given to the Contractor or his foremen upon the works by the Bureau shall if involving a variation be confirmed in writing by the Contractor within seven days and not dissented from in writing within a further period of seven days by the Bureau. Such shall be deemed to be Bureau Instructions within the scope of Contract.

23. परिमाण की अनुसूची / Schedule of quantities.

One complete set of schedule of Quantities shall be furnished by the Bureau to the Contractor. Such copies shall be kept on the site of works by contractor and the Bureau shall at all reasonable times have access to the same and they shall be returned to the Bureau after completion of the work.

24. ठेकेदार द्वारा सभी जरूरत का सामान प्रदान करना / Contractor to provide everything necessary.

The Contractor shall provide everything necessary for the proper Execution of the work according to the intent and meaning of the Work to be executed. Priced Schedule of Quantities and Specification taken together whether the same may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy therein he shall immediately and in writing refer the same to the Bureau whose decision shall be final and binding. Figured dimensions shall be followed in preference to scale.

In case of water from any source other than municipal or ground water provided by the Bureau, the Contractor shall get it tested at his own cost and use it only after specific written permission from the Bureau. The Bureau shall not charge the Contractor for his own unrented ground.

The Bureau shall on no account be responsible for the expense incurred by the Contractor for hired ground or water obtained from elsewhere.

The Contractor shall supply, fix and maintain at his cost, during the execution of any works all the necessary centering scaffolding staging, planking timbering, strutting, shoring pumping, fencing, boarding watching and lighting by night as well as by day, required not only for the proper execution and protection of the said work, but also for the protection of the public and the safety of any adjacent roads, streets, cellars vaults, pavements, walls houses, buildings and all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding, staging planking, timbering strutting showing etc., as occasion shall require or when ordered so to do and shall fully reinstate and make good all matters and things disturbed during the execution of the works to the satisfaction of Bureau.

25. प्राधिकारी, नोटिस और पेटेंट/ Authorities, Notices and patents.

The contractor shall conform 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 systems the structure is proposed to be connected, and shall, before making any variations from the drawing or specifications that may be necessitated by so conforming give to the Bureau written notice, specifying the variation proposed to be made and the reason for making it, and apply for instructions thereon.

The contractor shall arrange to give all notice required by the said acts, regulations or byelaws 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 receipt with the Bureau. The contractor shall indemnify the Bureau against all claims in respect of patent rights, and shall defend all actions arising from such claims before any such infringement and receive their permission to proceed and shall himself pay all royalties, license fees, damages, costs and charge of all and every sort that may be legally incurred in respect thereof.

26. कार्य को व्यवस्थित करना / Setting out works.

The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time any error shall appear during the progress of any part of the work the contractor shall at his own expense rectify such error, called upon, to the satisfaction of the Bureau.

27. ठेकेदार द्वारा तुरंत सभी अप्रिय प्रदार्थ को दूर करना /Contractor immediately to remove all offensive matter.

All soil, fifth or other matter of an offensive nature, taken out of any trench sewer, drains, cesspool or other place shall not be deposited on the surface, but shall be at once carted away by the contractor to some tip or place provided by him.

28. विवरण के अनुरूप सामग्री और कारीगरी /Material and workmanship to conform to Description.

All materials and workmanship so far as procurable be of the respective kinds described in the priced schedule of quantities and/or specification and in accordance with the Bureau instructions and the contractor shall upon the request furnish them with all invoices, accounts receipts and other vouchers to prove that the materials comply therewith.

29. पहुंच/ Access.

The Bureau shall at all reasonable times have free access to the work and or to the workshops, factories or other places where materials are being prepared or constructed for the contract and also to any places where the materials are lying or from which they are being obtained and the contractor shall give every facility to Bureau and their representative necessary for inspections and examinations and test of the materials and workmanship. Except the representative of public authorities no person shall be allowed on the work at any time without the written permission of the Bureau.

If any work is to be done at the place other than the site of the works the contractor shall obtain the written permission of the Bureau for doing so.

30. प्रशिक्षित और योग्य कामगारों द्वारा पर्यवेक्षण /Supervision by trained and qualified workmen.

The contractor shall give all necessary personal superintendence during the execution of the work and as long thereafter as the Bureau/authorized representative may consider necessary until the expiration of the 'Defect Liability Period'. The contractor shall also during the whole time the works are in progress employ qualified work person approved by the Bureau who shall be constantly in attendance at the site/building while the men are at work. Any directions, examinations, instructions or notices given by the Bureau to such trained work person shall be deemed to be given to the contractor.

31. ब्यूरो के अधिकृत अधिकारी/ Authorized officer of the Bureau.

The authorized officer of the Bureau as per **Annexure 5** shall have power to give notice to the contractor or to his trained work person of non-approval of any work materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Bureau is obtained. The work will from time to time be examined by the Bureau, but such examinations shall not in any way exonerate the contractor from the obligations to remedy any defects, which may be found to exist at any stage of the work or after the same is completed.

32. मजदूर की बर्खास्तगी/ Dismissal of workmen .

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

33. सुपुर्द कार्य /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 or interest therein nor shall he take a new partner without the written consent of the Bureau, and no subletting shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the work during its progress.

34. परिमाण-सूची /Schedule of quantities.

The Schedules 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 Bureau for any error that may be discovered therein.

35. कार्यों के क्षेत्र में परिवर्तन / Variation in scope of works:

The contractor may when authorized, and shall when directed, in writing by the Bureau add to, omit from, or vary the works shown upon or described in specification or included in the priced, schedule of quantities, but the contractor shall make no additions, omission or variations without such authorization or direction.

No claim for any extra shall be allowed unless it shall have been executed under the provisions of the Clause or by the authority of the Bureau herein mentioned, any such extra is herein referred to as an authorized extra. No variations, i.e., additions, omissions or substitutions, shall vitiate the contract.

If at any time after acceptance of the tender Bureau shall decide to abandon or reduce the scope of work for any reason whatsoever and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work.

Further, the contractor shall not have any claim for compensation be reason of an alteration having been made in the original specifications and instructions which shall involve any curtailment of the work as originally contemplated.

36. व्यक्तियों और संपत्ति बीमा के नुकसान के संबंध में / Damage to persons and property insurance in respect of.

The Contractor shall at his own expense carry and maintain insurance with reputed insurance companies to the satisfaction of the Bureau as under:

i) Insurance of works:

The Contractor shall take full responsibility for loss, damage and care of plant and works until it is delivered to site, constructed, erected, commissioned and taken over by Bureau. Without limiting such responsibility, the contractor shall in the interest of the work insure the plant and work for their full value plus ten percent until they have been taken over. Such insurance shall cover the equipment and works against loss, damage or destruction by fire, earthquake, theft or any other cause, throughout the duration of the contract period or extended contract period.

ii) Insurance of employees:

The Contractor shall accept full and exclusive liability for the compliance of all obligations and responsibilities imposed by the Employees State Insurance Act, 1948 and any liability or penalty which may be imposed by the Central, State or Local Authorities due to the reason of violation by the contractor or sub-contractor of the Employees State Insurance Act, 1948. The Contractor shall agree to fulfil the requirement of the Employees State Insurance Corporation and maintain the declaration forms and all such forms, which may be, required in respect of the contractor's, sub-contractor's employees who are employed in the work provided for or those covered by E.S.I.C. from time to time under the agreement. The Bureau shall retain such sum as may be necessary from the total contract amount until the contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948 have been paid by him.

iii) Workmen's Compensation:

Insurance shall be affected for all the Contractor's employees engaged for this contract. The Contractor shall also carry and maintain all other insurance, which may be required under any law or regulations from time to time. He should also carry and maintain any other insurance, which may be required by the Bureau.

iv) Transit Insurance:

The cost of transit insurance relating to the items to be transported by the contractor to the site of work shall be borne by the contractor and the quoted price shall be inclusive of this cost.

v) Loss or damage and Indemnity Agreement:

The contractor shall be responsible during the progress of work as well as maintenance period for any liability imposed by law for any damage to work or any part thereof or to any of the material or other things including those of Bureau used in performing the work or for injury to any person or persons or for any property damaged in or outside the site. The contractor shall indemnify and hold the Bureau authorized representatives harmless against all liabilities, claims, loss or injury, including costs, expenses and attorney's fees incurred in the defence of same, arising from any allegation whether groundless or not, of damage or injury to any person or property resulting from the performance of the work or from any material used in the work or from any condition of the work or work site or from any cause whatsoever during the progress and maintenance of the work.

vi) Third party insurance:

Before commencing the execution of the works the Contractor, but without limiting his obligations and responsibilities, shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the Bureau, or to any person, including any representative of the Bureau,

by or arising out of the execution of works or in the work being carried out by the owner, by or arising out of the provision of clause 17. Such insurance shall be affected with an insurer and in terms approved by the Bureau.

37. विलंब और अतिरिक्त समय / Delay and Extension of time.

If in the opinion of the Bureau the work be delayed:

(a) By force majeure like

- i) War, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war
- ii) Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts
- iii) strike, sabotage, unlawful lockout, epidemics, quarantine and plague
- iv) earthquake, fire, flood or cyclone, or other natural or physical disaster or

(b) By reason of any exceptionally inclement weather or

(c) By reason of proceeding taken or threatened by or disputes with adjoining or neighboring owners or public authorities of

(d) By delays of other contractor or trade men engaged by the Bureau and the work not referred to in the schedule of quantities and/or specification or

(e) By reasons of Bureau's instruction as per clause No.25 or

(f) By reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or

(g) From other cause which the Bureau may certify as beyond the control of the Contractor The Bureau shall make a fair and reasonable extension of time for completion of the contract works.

In case of strike or lockout the contractor shall as soon as may be given written notice thereof to the Bureau , but the contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of Bureau to proceed with the work.

38. ठेकेदारों द्वारा ब्यूरो के निर्देशों का अनुपालन में असफल होने पर / Failure by contractor to comply with Bureau's instructions.

If contractor after receipt of written notice from the Bureau requiring compliance, with such further instructions and instructions fails **within seven days** to comply with the same, the Bureau may pay other persons to execute and such work whatsoever as may be necessary to give effect there to and all costs incurred in connection therewith shall be recoverable from the contractor by the Bureau as a debt or may be deducted by him from any moneys due to the contractor.

39. श्रम कानून और संरक्षा विनियम / Labour laws and safety regulations.

(a) Labour Laws:

- (i) Labourers below the age of 18 years shall not be employed on the work.
- (ii) The contractor shall not pay less than what is specified by the law to labourers engaged by him on the work.
- (iii) The contractor shall, at his own expenses, comply with all labour laws and the Bureau shall not be responsible for any recovery/penalty imposed by the respective authorities for violating the labour laws.
- (iv) The contractor shall obtain a valid license under the Contract Labour (R&A) Act 1970, and the Contract Labour (Regulations and abolition) Central Rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work.
- (v) The contractor shall furnish to the Bureau, the details of the workers employed on the works.
- (vi) The contractor shall comply with the provisions of the existing rules and regulations relating to labour laws.

(b) Minor Accident on Duty:

For cases of minor accident on duty not covered under compensation by insurance, the contractor shall have to compensate the affected person by reimbursing these medical expenses against submission of actual expenditure document.

(c) Provident Fund:

It shall be solely the Contractor's responsibility to complete all provident fund formalities as per statutory regulations.

(d) Safety code

The contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions. While carrying out the work, the contractor should provide for;

- (i) Safety of personnel engaged in the construction.
- (ii) Protection and safety of works and materials during their progress.
- (iii) Sanitary and hygienic conditions of working and living for his workers, as required by the Bureau.

(e) Use of Safety Gadgets:

The Contractor shall have to ensure availability and use of all desired safety gadgets like safety belts, helmets, goggles, hand gloves etc.

(f) Unsafe working condition:

If any activity is found to be progressing without proper and complete safety measures (including use of safety gadgets) being implemented, the contractor may be asked to stop the work unless he fulfills the desired safety norms. Such delays shall not be allowed to be considered for extension in duration of the allotted time period.

(g) First Aid:

The contractor shall provide first aid facilities for his employees and those of his subcontractors. The requisite first aid box and medicines should always be available at work site.

(h) Contractor's Barricades:

The contractor shall erect and maintain barricades required in connection with his operations to guard or protect:-

- Excavations
- Hoisting Areas
- Areas adjudged hazardous by the Bureau/authorized representative.
- Charged electrical panels.
- Bureaus existing property liable to get damaged by contractor's operation.

(i) Preservation of peace:

The contractor shall take precautions to prevent any riotous or unlawful behaviour by his workers, for the preservation of peace and protection of inhabitants and the security of property in the neighbourhood of the work.

(j) Wherever statutory liability is attached to the Bureau with regard to any contribution under the labour laws or other statutory provisions, it shall be the duty of the contractor to reimburse the same to the Bureau or Bureau will be entitled to deduct the said amount from the pending bills.

40. नमूने और परीक्षण / Samples and Testing.

(a) The successful Bidder shall provide sample of all materials for approval, whenever required. The samples shall be submitted for approval well before the commencement of the particular work and give the Bureau/authorized representative a reasonable time for their comments. All materials to be used in execution of project shall be of first class quality; I.S.I. marked and shall be approved by Bureau before its application.

(b) The contractor shall be paying all testing charges required for testing of materials and samples as and when taken by Bureau. The Contractor shall arrange necessary labour and transportation to facilitate testing of samples/materials. Frequency of testing materials/samples shall be as per related I.S. codes. As mentioned elsewhere in tender documents as well, the Contractor must establish a testing laboratory at site as directed by Owners.

(c) The work should be carried out in truly professional manner, neatly finished with proper line, level and plumb. Cleanliness and finishing of the job is of utmost importance. Hence the job should be done most carefully with best workmanship. For all finishing jobs samples should be approved from the Bureau before completely executing the work.

(d) The Bureau should be immediately informed for any discrepancy in specifications and instructions in the execution of job at site before actual execution of particular item having discrepancy.

e) Any item found to be having been executed with poor workmanship or materials of inferior quality then the contractor shall have to rectify /reconstruct the work as specified by Bureau. No extra charge will be admissible in such case. If Contractors fails to do so, the Bureau reserves the right to rectify / reconstruct the work through some other agency at the risk and cost of contractor

41. प्रमाणपत्र और भुगतान /Certificate and Payment.

a. Schedule of Rates:

- i) The payments to be made to the contractor for various items of works shall be as per the finalized rates in contractor's bid and the rates of extra items finalized from time to time.
- ii) The rates finalized in the contractor's bid shall remain firm till the completion of the work including extension of time, if any.

b. Measurement:

Joint measurements of the various items of the work shall be taken by the Contractor's authorized representative in presence of the Bureau's authorized representative from time to time for maintaining the records and preparing the bills. If the contractor fails to send his representative then the measurements taken by the Bureau's and authorized representative shall be final and no claim shall be entertained in this regard.

c. Mode of Measurement:

All measurements shall be in the metric system and in accordance with Indian Standard Specifications IS: 1200 and in accordance with standard engineering practice. If the contractor has any objection regarding the measurements then he shall inform the Bureau immediately but not later than 3 days from the date of measurement. The decision given by the Bureau shall be final and binding on the contractor.

d. Mobilization Advance:

The contractor shall be paid an interest-free mobilization advance amounting to 10% of the tendered value against bank guarantee from scheduled bank, the same shall be recovered from contractor's running account bill @ 10% of the total work done till full recovery.

e. Lump sums in Tender:

No Lump sum item in the contract.

f. Running Account Payments to be regarded as advances:

All running account payments shall be regarded as payments by way of advances against the final payment only and not as payment for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the performance of the contract or nor shall it conclude, determine or affect in any way the powers of the Bureau under these conditions or any of them as to the final settlement of the accounts or otherwise, or in any other way vitiate or affect the contract. The final bill shall be submitted by the contractor within one month from the date of actual completion of the work, to the Bureau, and the Bureau's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on the Contractor. The payment of final bill shall be done as per clause no.41 h (c).

g. Payment of Contractor's Bills:

I. The payment due to the contractor shall be made only in Indian Currency by Crossed Account Payee Cheques or through electronic transfer system (RTGS). The cheque shall be released only

against submission of duly signed and revenue stamped receipt.

ii. The Bureau reserves the right to carry out post payment audit and technical examination of the bills and work executed including all supporting vouchers etc. The Bureau further reserves the right to enforce recovery of over-payment when detected. Similarly, if any under payment is discovered, the amount shall be paid to the contractor.

iii. Wherever any claim for the payment against the contractor arises as per the contract, the same may be deducted from the bill of the contractor or from his Performance Security.

h. Billing and terms of payment:

(a) The contractor shall submit their correct & complete running bills along with detailed measurement Book as supporting documents as per the agreed schedules and actual measured quantities to the Bureau. **Each running account bill should not be less than 50% of the total contract amount.** The Bureau after verification of bill as per the Schedule of Item Rates of the order shall release payment within 30 days. The mobilization advance of 10% of the total work done shall be adjusted against progressive RA bills of the contractor.

(b) **Retention amount:** - 5% of the value of work done from each running bill will be retained as retention amount, which shall be released only after the defect liability period of 10 years and issuance of Final Acceptance Certificate. No interest shall be paid on the retention amount.

(c) On completion of work, the contractor shall submit the final bill with total measurement sheet, at one time and the payment shall be released after checking and necessary corrections/clarifications if any, required.

(d) The amount deposited as Performance Security shall be released only after issuance of provisional completion certificate by the Bureau after virtual completion date.

(e) Tax Deduction: All statutory deductions like Income Tax, VAT, Works Contract Tax, E.S.I., P.F. or any other government imposed liabilities shall be borne by the contractor (as applicable at the time of execution of job) and shall be deducted from each bill submitted by the Contractor.

i) Virtual/Provisional Completion Certificate & Taking over:

When the Contractor successfully completes the works as per the contract, he shall be eligible to apply for provisional completion certificate in respect of the works. The Bureau shall issue to the Contractor the virtual/provisional completion certificate after verifying from the completion documents submitted by the Contractor and satisfying himself that the work has been completed in accordance with the contract document. The Contractor, after obtaining the provisional completion certificate, is eligible to present the final bill for the work executed by him under the terms of the contract. The work will not be considered as complete and taken over by the Bureau until all the temporary works, labour hutments etc. are removed and the work site cleared to the satisfaction of the Owner.

If the contractor fails to comply with the requirements of the above on or before the date for the completion of the works, the Bureau may, at the expense of the contractor, remove the tools and plants and surplus materials and dispose of the same and the contractor shall pay the amount of all expenses incurred.

42. ब्यूरो की संपत्ति होने के लिए खाते में लिया गया अनिश्चित सामग्री / Unfixed material when taken into account to be the property of Bureau

When in any certificate of which the contractor has received payment which includes the value of unfixed materials intended for and/or placed on or adjacent to the works such materials shall become the property of the Bureau for any loss or damage to which the contractor shall be responsible and they shall not be removed from the site except for use upon the works without the written authority of the Bureau.

43. समापन के पश्चात त्रुटि /Defects after completion

The defects such as leakage, settlements or other faults which may appear within "Defect Liability period" stated in clause 1 arising in the opinion of the Bureau from material or Workmanship not in accordance with the contract, shall upon the direction in writing of the Bureau and within such reasonable time as shall be specified therein, be amended and made good by the contractor, at his own cost.

In case of default the Bureau may employ and pay other persons to amend and make good such defects, shrinkage settlements or other faults, and all damage, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damage, loss and expenses shall be recoverable from him by the Bureau from any moneys due or that may become due to the contractor.

44. कार्य निर्देश और शर्तें/ Work Instructions and Conditions:

i. A Contractor not meeting requirements as stated above shall inform The Bureau of any changes and deviations in their specifications. The same shall be reviewed by the Bureau and decision taken thereof as to the acceptability of the same.

ii. Electricity & water supply shall be provided by the Bureau free of cost at one point. The contractor shall make his own arrangement for distribution of the same at various work place. The contractor must consider the same while quoting rates. Physical Sample of samples of material shall be presented by the successful bidder for approval before commencement of work.

iii. Arrangement of scaffolding, if required will be done by contractor at his own cost.

iv. Arrangement for protection/barricading of execution area during the execution will be done by contractor at his own cost.

v. Bidders may note that above work is to be executed in a building (Basement +Ground+ 4 Floors + Roof) which is fully occupied and operational. Execution of work is to be planned in such a way that normal functioning of the office is not affected. Such jobs which may disturb normal office works would be executed after office hours or on closed days. The schedule of working for different areas shall be mutually decided at the time of execution. Nothing extra would be payable on this account.

vi. The contractor shall remove malba/waste material & disposed at govt. approved dump yard from the site of work before end of work each day.

vii. All machinery and tools required for execution of job would be contractor's responsibility.

viii. The rate quoted shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost of material, labour, sales tax, octroi or any other levy etc., unless specifically provided in these documents.

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

x. The contractor shall arrange for shifting/removing of all furniture/ equipment or covering of items with polythene sheets etc. to undertake the work.

xi. All bidders are expected to visit and inspect site conditions further to which only they should quote their best prices. For any clarifications on site clearances, material movement, material stores required at site etc., PI contact: Head, EROL, BIS, Kolkata.

xii. The Contractor shall execute with the Bureau a **GUARANTEE FOR WATERPROOFING AGAINST ROOF TREATMENT OF EROL as per Annexure 7 on a stamp paper of value Rs 50/-**.

खंड / Section-5: अनुलग्न/Annexures

अनुलग्न/ Annexure-1

FORM OF BANK GUARANTEE BOND FOR PERFORMANCE SECURITY

1. In consideration of Bureau of Indian Standards (hereinafter called 'The Bureau') having agreed to exempt _____ (hereinafter called "the said Contractor(s)") from the demand under the terms and conditions of an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called "the said Agreement of Performance Security for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ Only) we, _____ (hereinafter referred to as (indicate the name of the bank) 'the bank') at the request of _____ [(Contractor (s) do hereby undertake to pay the Bureau an amount not exceeding Rs. _____ against any loss or demand caused to or suffered or would be caused to or suffered by the Bureau by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.

2. We _____ do hereby (indicate the name of the bank) undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Bureau of Indian Standards stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Bureau by reason of breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement or by reasons 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.....

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

4. We, _____ further agree that the Guarantee (indicate the name of Bank) herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Bureau under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the authorized officer of the Bureau certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all liability under this guarantee thereafter.

5. We further agree with the Bureau that (indicate the name of Bank) the Bureau shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time to performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Bureau against the said Contractor (s) and to forbear or enforce any of the terms and

conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act or commission on the part of the Bureau or any indulgence by the Bureau to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

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

7. We ... lastly undertake not to revoke this (indicate the name of bank) guarantee during its currency except with the previous consent of the Bureau in writing. Dated the..... Day of20 For..... (Indicate the name of bank)

अनुलग्नक / Annexure-2

बोलीदाताओं द्वारा भेजे गए विवरण / DETAILS TO BE FURNISHED BY THE BIDDERS

1. फर्म / कम्पनी का नाम/ Name of the Firm / Company:
2. पत्राचार का पता / Address for Communication:
3. दूरभाष संख्या/ Telephone No.:
4. फ़ैक्स संख्या/ Fax No:
5. ईमेल /E-mail:
6. स्वामी/भागीदार/निदेशक के विवरण /Details of Proprietor/Partner/Director

नाम/Name	पता/Address	अर्हता एवं अनुभव Qualification and Experience

7. सदृश प्रकृति के कार्य/जॉब हेतु पिछले तीन वर्षों के वित्तीय वर्षों में फर्म/कम्पनी का वार्षिक कारोबार (लेखापरीक्षित तुलन-पत्र की प्रमाणित प्रतियाँ प्रस्तुत की जाये)

Annual Turnover of the Firm / Company during previous three Financial Years (Certified copies of audited Balance Sheet to be submitted):

वित्तीय वर्ष/ Financial Year	वार्षिक कारोबार(रु०) Annual Turnover (Rs.)	सालाना लेखा परीक्षित तुलनपत्र की प्रतियाँ (हाँ/नहीं) Copies of audited BalanceSheet enclosed (Yes/No)
पिछला वित्तीय वर्ष Previous Financial Year (Y-1)		
दूसरा वित्तीय वर्ष 2 nd Previous Financial Year (Y-2)		
तीसरा वित्तीय वर्ष 3 rd Previous Financial Year (Y-3)		

8. फर्म/कम्पनी का पैन, टीन नम्बर (इससे संबंधित दस्तावेजों की प्रतियां संलग्न होना चाहिए) PAN, TIN Number of the Firm/Company (Copies of certificates/cards to be enclosed):

9. सेवाकर पंजीकरण सं०(पंजीकृत प्रमाणपत्र की प्रतियां संलग्न होना चाहिए)
Service Tax Registration No. (Regn certification copy to be enclosed):

10. पीएसयू/ सरकारी विभाग/ लोक निर्माण निकायों/ सीपीडब्ल्यूडी के साथ वैध पंजीकरण होना चाहिए (इससे संबंधित दस्तावेजों की प्रतियां संलग्न होना चाहिए) Details of registration with CPWD/other PWDs/Govt Dept/PSUs (registration certificate to be enclosed):

11. धरोहर राशि जमा ड्राफ्ट की संख्या / बैंक का नाम/तिथि / EMD Draft Number / Date & Name of the Bank:

यह प्रमाणित किया जाता है कि उपरोक्त तथ्य मेरी सर्वोत्तम जानकारी एवं विश्वास के अनुसार पूर्ण एवं सही है। यह भी प्रमाणित किया जाता है कि मैंने/हमने निविदा सूचना की शर्तों एवं निबंधनों को पढ़ एवं समझ लिया है। This is to certify that the above facts are true complete and correct to the best of my knowledge

and belief. Further, it is certified that I/We have read and understood the terms and conditions of the Tender Notice.

मैं/हम वचनद्ध है कि मैं/हम निविदा की सभी शर्तों एवं निबंधनोंके लिए मेरी / हमारी बिना शर्त एवं स्वीकार्यता देता हूँ/ देते हैं। तथा इन शर्तों एवं निबंधनों के पालन के लिए सहमत हूँ/हैं। I/We give an undertaking and give our unconditional and unequivocal acceptance of all terms and conditions of the Tender and agree to abide by these terms and conditions.

फर्म/कम्पनी का नाम एवं हस्ताक्षर

Name and Signature of the Firm/Company

फर्म /कम्पनी की मुहर

Seal of the Firm/Company

तिथि/ Date :

स्थान/ Place :

अनुलग्नक / Annexure 3

पिछले तीन (03) वित्तीय वर्षों में सदृश प्रकृति के किए गए कार्यों/सेवाओं के विवरण- खंड-1 शर्त 1(3)
Details of similar type of works undertaken in the previous three years (Refer Eligibility conditions -
Section 1 condition 1 (iii))

बोलीदाता का नाम :

Name of the Bidder:

वर्ष Year	सेवा प्रदान करने का विवरण Details of work executed	उपभोक्ता/क्रेता का नाम एवं पता Name & Address of the buyer/customer	कार्य का मूल्य Value of the works	टिप्पणियाँ Remarks

नोट/Note: - उपरोक्त (जैसे काम के आदेश, पूरा होने के प्रमाण पत्र आदि) दस्तावेजों के साथ संलग्न होना चाहिए। Supporting documents for the above (i.e. copies of work orders, completion certificates etc.) should be enclosed.

अनुलग्नक-4

काली-सूची एवं/या मुकदमों के संबंध में घोषणा

मैं/हम एतद्वारा घोषणा करते हैं कि हमारी फर्म/एजेंसी को केंद्रीय सरकार/राज्य सरकार के तहत किसी मंत्रालय या केन्द्रीय सरकार के विभाग/राज्य सरकार या पीएसयू या अन्य निकायी द्वारा काली सूची में नहीं डाला गया है। मैं/हम यह भी घोषणा करता हूँ/हैं कि भारत में कहीं पर भी फर्म/कम्पनी या इसके स्वामी/भागीदारों /निदेशकों के विरुद्ध कोई आपराधिक मामला दर्ज या लंबित नहीं है।

दिनांक माह 2017

बोलीदाता के हस्ताक्षर.....

बोलादाता का नाम एवं पता

फर्म/कम्पनी की मुहर

Annexure 4

Declaration regarding black-listing and/or litigations

I/we hereby declare that our firm/agency is not black-listed by any Ministry or Department of Central Government / State Government or PSU or other bodies under the Central Government/ State Government. I/we further declare that no criminal case is registered or pending against the firm/ company or its owner/ partners/ directors anywhere in India.

Signature of Bidder
Name & Address of Bidder
Seal of the Firm/Company

अनुलग्न / Annexure - 5

बोलीदाताओं के लिए सूचना / INFORMATION FOR BIDDERS

1. निविदा दस्तावेज़ की उपलब्धता : अवधि : 08 मई 2017 को 1500 बजे तक
Availability of Tender Documents: Period: Up to 1500 h on 08 May 2017
2. प्री बिड कांफ्रेंस : 02 मई 2017 को 1500 बजे तक
Pre-bid Conference: 02 May 2017 at 1500 h
3. धरोहर जमा राशि (ईएमडी) : 20800/- रुपया
Earnest Money deposit: Rs. 20,800/-
4. कुल अनुबंध राशि का 5% पर निष्पादन सुरक्षा
Performance Security @ 5% of total contract amount
5. बोली की वैधता : 90 दिन
Validity of Bids : 90 DAYS
6. बोली खोलना : 08 मई 2017 को 1600 बजे
Opening of Bids: 08 May 2017 at 1600 h
7. यह अनुबंध/निविदा के लिए भारतीय मानक ब्यूरो के तरफ से प्राधिकारी अधिकारी : प्रमुख, पूर्वी क्षेत्रीय प्रयोगशाला |

Authorized Officer on behalf of The Bureau for this tender/contact:

Head, Eastern Regional Laboratory.

अनुलग्न / ANNEXURE 6:

अनुबंध करार / CONTRACT AGREEMENT

This Contract agreement made this _____ day of _____ at -

Between

_____ (Name and address of Bureau)
(hereinafter called "the Bureau") which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns, **OF THE ONE PART**,

And

_____ (Name and address of contractor) (Hereinafter called "the Contractor" which term or expression unless excluded by or repugnant to the context or meaning thereof, shall be deemed to include its successors and permitted assigns, **OF THE OTHER PART**

And Whereas

The Bureau is desirous that the Contractor executes

_____ (Name and identification number of Contract, Scope of Work, and Time for Completion)
(hereinafter called "the Works") and the Bureau has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a contract amount of Rs..... (In words Rupees....).The contract amount shall be inclusive of all taxes and duties viz and Insurance.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall assume the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Bureau to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Bureau to execute and complete the Works and remedy the defects therein in conformity in all aspects with the provisions of the Contract.
3. The Bureau hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and in the remedying the defects wherein the Contract amount or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Contract Agreement, Viz:

- a. Work order
- b. Letter of acceptance
- c. Notice to proceed with the works
- d. Contractor's Bid
- e. Conditions of contract
- f. Specifications of works
- g. Financial bid for each subheads with schedule of rates.
- h. Any other documents listed in the tender document as forming part of the contract.

Order of Precedence

The following order of precedence shall prevail for interpretation of the Contract document read in conjunction with addenda/corrigendum issued, Agreed points after Techno-Commercial discussions, Letter of Acceptance and Contract Agreement.

- a) Description in Bill of Quantities
- b) Special Conditions of Contract
- c) Additional Conditions of Contract
- d) General Conditions of Contract and Annexures hereto
- e) Technical Specification
- f) Tender Drawing

In witness whereof the parties have caused this Agreement to be duly executed the day and year first above written.

The Common Seal of

Was hereunto affixed in the presence of:

Signed Sealed and Delivered by the said

Binding Signature by and on behalf of the Bureau _____

Binding Signature by and on behalf of the Contractor _____

In the presence of

Witness:

(Signature)

Name of Witness

Address

Witness:

(Signature)

Name of Witness

Address

अनुलग्न / Annexure-7

ईआरएल के छत ट्रीटमेंट के लिए जलरोधी की गारंटी Guarantee for Waterproofing against Roof Treatment at EROL

This agreement made this _____ day of two thousand and seventeen between M/S _____ (hereinafter called the Contractor of the one part) and Bureau of Indian Standard (hereinafter called the other part).

Whereas this agreement is supplementary to the contract (hereinafter called the Contract) dated.....made between the Contractor of the one part and The Bureau of the other part, hereby the contractor, Inter alia, undertook to render the buildings and structures in the said contract recited, completely water proof.

And whereas the Contractor agreed to give a guarantee to the effect that the said structure will remain water proof for ten years to be reckoned from the date after the period prescribed in the contract expires. During this period of guarantee the Contractor shall make good all defects and for that matter, shall render the roof waterproof at his cost to the satisfaction of the Bureau calling upon him to rectify the defects failing which the work shall be got done by the Department by some other Contractor at the Contractor's cost and risk and in the latter case the decision of the Bureau as to the cost, recoverable from the Contractor shall be final and binding.

That if the Contractor fails to execute the water proofing treatment or commits breaches hereunder then the Contractor will indemnify principal and this successors against all loss, damage, cost expenses or otherwise which may be incurred by him by reason of any default on the part of the Contractor in performance and observance of this supplemental agreement. As to the amount of loss and/or damage and/or cost incurred, the decision of the Bureau will be final and binding on the parties.

अनुलग्न/ Annexure 8:
दस्तावेज़ की चेकलिस्ट /Checklist of documents

1. कवर पत्र/ Covering letter

2. दस्तावेज़ की चेकलिस्ट / Checklist of documents

3. तकनीकी बोली का लिफाफा / **Technical Bid envelope:**

a) **अग्रिम धन/ Earnest Money:**

b) Details of firm as per **Annexure 2** with supporting documents (i.e. Copies of: - Certificate of registration with CPWD/other PWDs/Govt Dept/PSUs, Audited balance sheet for the past 3 years, PAN/TIN/Service tax registration certificates)

c) Copies of **Income Tax Returns and Service Tax Returns** filed with the concerned Authorities in the last 3 years

d) वकालतनामा/ Power of Attorney (फ़र्म के किसी मुकदमे में/ in case of firm)

e) Statement of similar works executed as per **Annexure 3** with supporting documents

f) Declaration regarding blacklisting/litigation as per **Annexure- 4**

g) **Complete Tender document (Volumes I to II)** signed on all pages as a token of acceptance of tender conditions.

4. वित्तीय बोली लिफाफा / **Financial bid envelope**

Financial Bid as per format of **BOQ (Vol II)** with all pages signed and **bid amount quoted in figures for each item and total amount quoted in words and figures.**

अनुबंध/APPENDIX 1

तकनीकी विनिर्देश / TECHNICAL SPECIFICATIONS सिविल कार्य/ CIVIL WORK

तकनीकी विनिर्देश / TECHNICAL SPECIFICATION

प्रस्तावना /PREAMBLE

These technical specifications shall be read in conjunction with the various other documents forming the contract, namely Notice Inviting Tender & Instructions to Tenderers, Conditions of Contract, Special Conditions of Contract, Bill of Quantities and other related documents, together with any addendum issued thereto issued.

Absence of terms such as providing, supplying, laying, installing, fixing etc. in the description does not even remotely suggest that the contractor is absolved of such providing, supplying etc. unless an explicit stipulation is made in this contract. The owner shall bear no costs of materials, equipment's duties, taxes, royalties etc.

In addition to the general obligation of the Contractor during defect liability period, the Contractor shall guarantee successful performance of waterproofing treatments for a period of ten years from the certified date of completion of the work. The Bureau shall prescribe the form and the manner of executing such guarantees. The Contractor hereby conforms that there is nothing in the items/specifications (or a shortcoming therein) as will prevent such successful performance.

The work shall be executed through approved specialists experienced in the respective trades.

The classification of various items of work for purpose of measurements and payments shall be as per bills of quantities (BOQ). Except where distinguished by the BOQ, the rates apply to all heights, depths, sizes, shapes and locations. They also cater for all cuts and wastes.

The specifications may have been divided in different sections/sub-head for convenience only. They do not restrict any cross-reference. The Contractor shall take in to account inter-relations between various parts of works/trades. No claim shall be entertained on basis of compartment interpretations.

Any builder's work required as part of electrical and other installation shall be executed by the Contractor as directed under this contract.

The Contractor shall be required to submit and take approval from the Bureau of certain items of work specified in the specifications or as directed from time to time. No extra payment shall be made for the same.

No walls, terraces shall be cut for making any opening after waterproofing has been done without approval of the Bureau. Cutting of waterproofing when authorized by the Bureau in writing shall be done very carefully so that no other portion of the waterproofing is damaged. On completion of the work at such places, the waterproofing membrane shall be made good and ensured that the opening/cutting is made fully waterproof as per specifications and details of waterproofing approved by the Bureau at no extra cost. No structural member shall be cut or chased without the written permission of the Bureau.

All materials intended to be used at site shall be tested prior to its use in an approved manner. A list of tests including frequency of tests on construction materials as per CPWD. Cost of all such tests and any other tests felt necessary by the Bureau shall be deemed to be included in the price of

respective materials quoted by the Contractor. Any defective materials brought to site shall be returned without any extra cost for the same.

Performance tests shall be carried out as the discretion of the Bureau on all/any items, of work as directed by the Bureau. Should any item shall fail to pass the tests, the Contractor shall be given opportunity to take corrective measures and have the same re-tested to the satisfaction of the Bureau, he may at his sole discretion order dismantling of the whole or part of the works done and order the Contractor to reconstruct the same. The cost of all these operations and materials shall be borne by the Contractor without any extra claim.

The Contractor may make a special note of the strictness of the concrete mix to be adopted in items of maximum water-cement ratio, minimum slump, control of total chloride and sulphate contents, use of admixtures etc.

Minimum cement contents are given purely from durability point of view. Larger contents shall have to be provided if demanded by mix design.

Provision of cement slurry to create bond between plain/reinforced concrete surface and subsequent applied finishes (floor, plaster, dado, skirting etc.) shall not be paid extra.

All the water tanks and other liquid retaining concrete structures shall undergo hydro-testing.

Form work for beams of RCC areas shall be designed in such a way that the form work of the adjacent slabs can be removed without disturbing the props/supports of the beams.

The specifications for market rate items to be executed under this contract are enclosed. Items, which are not covered under the specifications, shall be executed as per CPWD specifications and latest relevant IS code.

कार्य का क्षेत्र / SCOPE OF WORK

The work to be carried out under this contract shall consist of various items as per description of works contained in the Bill of Quantities. Any discrepancy between the details given in Bill of Quantities and that provided in Technical Specifications of the corresponding items, the provisions of the Bill of Quantities shall take precedence.

The item rates quoted by the Contractor shall, unless otherwise specified also include compliance with/supply of the following :

- a) General works such as setting out, clearance of site before setting out and clearance of works after completion.
- b) A detailed program for the construction and completion of works (using CPM/PERT techniques) including updating of all such activities on the basis of decisions taken at the periodic site review meetings as directed by the Bureau.
- c) Samples of various materials proposed to be used on the work for conducting tests thereon is required as per the provisions of the contract.

d) Any other item of work which is not specifically provided in the Bill of Quantities but which is necessary for complying with the provisions of the contract.

सामान्य / GENERAL

The works will be executed as indicated in the nomenclature of each item and technical specifications as given hereunder as made applicable to this contract.

In the absence of any definite provision in the technical specifications contained herein, reference may be made to the latest CPWD Specifications and IS codes, in that order, wherever these are silent, the construction and completion of the works shall conform to sound engineering practice and in case of any dispute arising out of the interpretation of the above, the decision of the Bureau shall be final and binding on the Contractor.

All the codes of practice, standards and specifications applicable shall be the latest editions with up to date correction slips etc. or as directed by the Bureau.

परीक्षण / TESTING

It is made clear that cost of testing, cost of material for testing, all field apparatus required for sampling and testing as per CPWD/IS codes and manpower incident to such testing will be provided along with necessary transport arrangement to and fro to the approved testing agency or laboratory by the Contractor during the construction phase of the work and defect liability period. The expenditure in this regard shall be borne by the Contractor and nothing extra shall be payable by Bureau on this account. Field laboratory with all the required apparatus and staffs shall be established by the Contractor at site of work at his cost for carrying out field tests at stipulated frequencies.

नमूना और परीक्षण/ SAMPLING AND TESTING

The Contractor or his accredited representative shall be present during sampling/testing and signify his concurrence for sampling / testing carried out by signing the test records. The Contractor shall be liable of all actions consequent to the test and their results as if he himself attended to the tests. The Contractor is duly advised to be present himself for sampling and testing or in the alternative, have fully qualified duly authorized Bureau for this purpose.

निविदा दस्तावेजों में उठाए गए कोड, मानक और विशिष्टताओं की सामान्य सूची/ GENERAL LIST OF CODES, STANDARDS AND SPECIFICATIONS ADOPTED IN THE TENDER DOCUMENTS.

IS Codes and CPWD Specifications have generally been adopted in the tender documents. Use of any other relevant code or standards by the Bureau is solely at his discretion either referred to in the tender documents or not, to achieve the desired quality of work. All the codes practice, standards and specifications applicable shall be the latest edition with all correction slips, etc. or as directed by the Bureau.

जिल्द / VOLUME 2:

बिल ऑफ क्वान्टिटी (बीओक्यू)/ BILL OF QUANTITIES (BOQ)

सामग्री /CONTENTS

**- रूफ ट्रीटमेंट कार्य के लिए बीओक्यू
BOQ FOR ROOF TREATMENT WORKS**

बिल ऑफ क्वान्टिटी / Bill of Quantities

आइटम संख्या Item No.	आइटम का विवरण/ Description of items	परिमाण Quantity	यूनिट Unit	दर (रु०) Rate (Rs.)	मूल्य (रु०) Amount (Rs)
1	Providing gola 75x75 mm in cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 stone aggregate 10 mm and down gauge), including finishing with cement mortar 1:3 (1 cement : 3 fine sand) as per standard design :				
a)	In 75x75 mm deep chase	6	meter		
2	Making khurras 45x45 cm with average minimum thickness of 5 cm cement concrete 1:2:4 (1 cement: 2 coarse sand: 4 graded stone aggregate of 20 mm nominal size) over P.V.C. sheet 1 m x1 m x 400 micron, finished with 12 mm cement plaster 1:3 (1 cement: 3 coarse sand) and a coat of neat cement, rounding the edges and making and finishing the outlet complete.	6	each		
3	Providing and fixing M.S. holder bat clamps of approved design to C.I. or S.C.I. rain water pipes embedded in and including cement concrete blocks 10x10x10 cm of 1:2:4 mix (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) and cost of cutting holes and making good the walls etc. :				
a)	150 mm diameter	35	each		
4	Providing and fixing on wall face unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion, (i) Single socketed pipes.				
a)	110 mm diameter	90	meter		
5	Providing and fixing on wall face unplasticised - PVC molded fittings/accessories for unplasticised Rigid PVC rain water pipes conforming to IS : 13592 Type A, including jointing with seal ring conforming to IS : 5382, leaving 10 mm gap for thermal expansion.				

a)	Bend 87.5°				
	110 mm bend	12	each		
b)	Shoe (Plain)				
	110 mm Shoe	12	each		
6	Demolishing lime concrete manually/ by mechanical means and disposal of material within 50 meters lead as per direction of Engineer in-charge.	30	cum		
7	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 50 m initial lead, for all leads including all lifts involved.	30	cum		
8	Grading roof for water proofing treatment with				
a)	Cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	15	cum		
b)	Cement mortar 1:3 (1 cement : 3 coarse sand)	15	cum		
9	Providing and laying in situ seven course water proofing treatment with APP (Atactic Polypropylene) modified Polymeric membrane over roof consisting of first coat of bitumen primer @ 0.40 Kg per sqm, 2nd, 4th & 6th courses of bonding material @ 1.20 kg/sqm, which shall consist of blown type bitumen of grade 85/25 conforming to IS: 702, 3rd and 5 th layers of roofing membrane APP modified Polymeric membrane 2.0 mm thick of 3.00 Kg/sqm weight consisting of five layers prefabricated with centre core as 100 micron HMHDPE film sandwiched on both sides with polymeric mix and the polymeric mix is protected on both side with 20 micron HMHDPE film. 7th, the top most layer shall be finished with brick tiles of class designation 10 grouted with cement mortar 1:3 (1 cement : 3 fine sand) mixed with 2% integral water proofing compound by weight of cement over a 12 mm layer of cement mortar 1:3 (1 cement :	630	sqm		

	3 fine sand) and finished neat (item of laying brick tiles shall be paid for separately)				
10	Providing and laying brick tiles over mumty roofs, grouted with cement mortar 1:3 (1 cement : 3 fine sand) mixed with 2% of integral water proofing compound by weight of cement, over 12 mm layer of cement mortar 1:3 (1 cement : 3 fine sand) and finished neat :				
a)	With common burnt clay F.P.S. (non modular) brick tiles of class designation 10	630	sqm		
	Total Amount (in figures & Words)				
	Taxes (Total)				
	Total bid amount (in figures and words) inclusive of taxes				