

# **TENDER DOCUMENT**

## **Renovation of Library**

**At**

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



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

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## NOTICE INVITING TENDER

1. The Central Pollution Control Board (CPCB) invites sealed tenders for "Renovation of Library" in Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi-110032. The total estimated costs of the works is given below:

**Estimated Cost Rs. 21,42,623/-**

**Earnest Money Rs. 42,852/-** (to be submitted as Demand Draft/FDR in favour of the Central Pollution Control Board, Delhi)

2. The tender document will be available for sale from 10.00 a.m. to 5.00 p.m. on 28.06.2010. The tenders, which should always be placed in sealed cover with "Renovation of Library" written on the envelopes, will be submitted upto 3.00 p.m. on 02.07.2010 in the Tender box lying at Ground floor near reception in Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi - 110 032 and will be opened on the same day at 3.30 p.m. at the same address.

3. The tender document will be issued to those who will submit the following documents alongwith the D.D. of Rs.500/- and written application in the name of Central Pollution Control Board on 28.06.2010 from 10.00 am to 5.00 p.m.:-

- (i) Should have completed atleast one work of similar nature not less than Rs.15.00 lacs in last three year. (List to be enclosed)
- (ii) Completed three works of not less than Rs.10 Lakh each during last five years excluding the above work.(list to be enclosed).
- (iii) Should have valid Income Tax Clearance certificate & Sale Tax registration certificate as well as sale tax clearance certificates.
- (iv) Should have registered in appropriate category in CPWD/MES/Railways or other Govt. Departments.

4. The tender document can also be seen from CPCB website [www.cpcb.nic.in](http://www.cpcb.nic.in).

5. The Central Pollution Control Board reserves the right to cancel the tender.

## 6. MODE OF SUBMISSION OF TENDER

- I. The tender shall be submitted in a sealed envelope along with the letter for submitting tender and the name of the work "Renovation of Library" shall be clearly written on top of the sealed cover.

- II. Complete tender document as purchased from CPCB should be duly signed (each page) for acceptance of all terms and conditions.

7. Earnest money amounting to Rs. 42,852/- (Rupees Forty Two Thousand Eight Hundred Fifty Two only) as Demand Draft/FDR in favour of the Central Pollution Control Board, Delhi must be accompanied in each tender application.

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

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

10. The contractor, whose tender is accepted (unless exempted) will be required to furnish by way of security deposit for the fulfillment of his contract such sum as will amount at the rate of 10% of the estimated cost put to tender subject to a maximum upto Rs. 2.00 lakhs.

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

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

CPCB reserves itself the right to accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

12. Canvassing in any form in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to be canvassing will be liable to rejection.
13. All rates to be quoted in the proper form in the tender.
14. Any item rate tender containing percentage below/above will be summarily rejected. However, where a tenderer voluntarily offers rebate or payment within a stipulated period, this may be considered.
15. On acceptance of the tender, the name of the accredited representative (s) of the contractor who would be responsible for taking instructions from CPCB shall be communicated to the CPCB.
16. Sales Tax or any other tax or liability in respect of this contract shall be payable by the contractor and CPCB will not entertain any claim whatsoever in this respect.
17. The tender for works shall remain open for acceptance for a period of 3 months from the date of opening of tenders. If any tenderer withdraws his tender before the said period or marks any modifications in the terms and conditions of the tender which are not acceptable to CPCB, without prejudice to any other right or remedy, CPCB will be at liberty to go for forfeiting the said earnest money absolutely.
18. It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the components or parts and that after work is awarded, he will have to enter into an agreement for each component or part with CPCB.
19. The contractor should see the site and understand the work requirements and in case of doubt, obtain required particulars, which may in any way influence his tender, from the CPCB as no claim whatsoever will be entertained for any alleged ignorance thereof.
20. If it is found that the tender is not submitted in proper manner or contains too many corrections or absurd rates or amounts, it would be summarily rejected by CPCB.
21. Before submitting the tender, the contractor should visit the site and satisfy himself as to the conditions prevalent there.
22. The Contractor shall comply with the provision of the Apprentices Act, 1961, and the rules and orders issued there under from time to time. If fails to do so, his failure will be breach of the contract and the CPCB may in his discretion cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.
23. The contractor's responsibility for the contract shall commence from the date of issue of orders of acceptance of tender.
24. Unsealed tenders shall be summarily rejected.
25. Before tendering, the contractor shall inspect the site to fully acquaint himself about the condition in regard to accessibility of site and nature of ground, working condition including stacking of materials, installations of T & P etc. conditions affecting accommodation and movement of labour etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the department in any circumstances.
26. The contractor shall submit list of works which have been handled by him in the previous financial year and on the works in hand (progress) in the forms given below.

**Works Handled in the Previous Financial Year (2009-10)**

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

**Works in Hand in the Present Financial Year (2010-11)**

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

**LETTER SUBMITTING TENDER**

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

Sir,

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

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

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

Yours faithfully,

Name of partners of the firm.

Name of Bankers

Tenders submitted on .....

**BILL OF QUANTITIES**

S.N	Description of items	Unit	Qty.	Rates	Amount
1.	Dismantling door window and clerestory windows (steel or wood) shutter including chokets, architrave, holdfasts etc complete staking within 50m leave of area 3 sqm and below	Per no.	12 no.		
2.	Providing & laying vitrified floor tiles of jhonson & jhonson, nitco, kajaria, marbonite make of size 60x60cm with water absorptions less than 1% and flexural strength not less than 30n/mm <sup>2</sup> , with approved colour and shade on existing floor including grouting the joints with white cement and matching pigments etc., labour and fixing material complete as per the direction of engineer-in-charge	Per sqm	260 sqm		
3.	Providing & fixing anodized aluminum work for door, window, ventilator & partitions with extruded built up standard tubular and other sections/appropriate Z sections and other sections of approved make conforming to IS:733 and IS:1285, fixed with rawl plugs and screws and with fixing clips, or with expansion hold fasteners including necessary filling up of gaps at junctions, at top, bottom and sides with required PVC/neoprene felt etc. Aluminum sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminum snap beading for glazing/paneling, C.P. brass/ stainless screws, all complete as per direction of Engineer-in-charge (Glazing and Paneling to be paid for separately). For fixed portion Anodized aluminum anodized transparent or dyed to required shade according to IS:1868.(Minimum anodic coating of grade AC 15)	per kg.	800 kg.		
4.	Providing and fixing double glazed hermetically sealed glazing in aluminum windows, ventilators and partition etc, with 6mm thick clear float glass both side having 12mm air gap including providing EPDM gasket, perforated aluminum spacers, desiccants, sealant (both primary and secondary sealant) etc. As per specifications and direction of Engineer-in- Charge.	Per sqm	20 sqm		
5.	Providing and fixing 12mm thick pre laminated particle board flat pressed three layer or graded wood particles board confirming to IS:12823 Grade I Type II, in paneling fixed in aluminum doors, window shutters and partitions frame with C.P. brass/stainless steel screws etc. Complete as per architectural drawings and direction of Engineer Incharge Pre-laminated particle board with decorative lamination on both sides	Per sqm	30 sqm		
6.	Providing and fixing glazing in aluminum door, window, ventilator, shutters and partitions etc with PVC /neoprene gasket etc complete as per the direction of Engineer-in-charge (cost of aluminum snap beading shall be paid in basic item) With float glass panes of 5.50mm thickness	Per sqm	30 sqm		
7.	Providing and fixing aluminum round shape handle of outer dia 100mm with SS screw etc complete as per direction of Engineer-in-charge Anodized (AC 15) aluminum	Per no.	4 no.		
8.	Providing and fixing bright finished brass 100mm mortice	Per no.	4 no.		

	latch and lock ISI marked with six leavers and a pair of anodized (anodic coating not less than grade AC 10 as per IS:1868) aluminum lever handle with necessary screws etc complete (best make of approved quality)				
9.	Providing and fixing aluminum butt hinges ISI marked anodized (anodic coating not less than grade AC 10 as per IS:1868) transparent or dyed to required colour or shade with necessary screws etc complete 100x75x4mm	Per no.	36 no.		
10.	Providing and fixing aluminum tower bolt ISI marked anodized (anodic coating not less than grade AC 10 as per IS:1868) transparent or dyed to required colour or shade with necessary screws etc complete 100x10mm	Per no.	28 no.		
11.	P & F 18 mm thick gang saw cut mirror polished pre moulded and pre polished machine cut for kitchen platform , vanity counter, window sills, facias and similar 632/-locations of required size of approved shade, color and texture laid over 20mm thick base cement mortar 1:4 (1 cement : 4 coarse sand) with joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing , curing, moulding and polishing to edge to give high gloss finish etc complete at all level Granite of any color and shade and area of slab upto 0.50 sqm	Per sqm	10 sqm		
12.	Hydraulic Door closer bottle type MS body with necessary accessories and screw complete	Per no.	4no.		
13.	Providing and fixing in position suspended false ceiling system using 595x595mm calcium silicate ceiling tiles having 15 mm densified edges and 100% humidity resistance incombustible as per BS 476 Part IV with thermal conductivity of 0.043 w/m <sup>0</sup> kc and approved surface design (Spintone) and edge profile (Tegular) placed in a suspended grid of size 600x600mm made from hot dipped galvanized steel sections having an exposed surface capping of pre-finished baked polyester painted coil wherein the main T of size 24mmx38mmx.35mm/3600mm shall be suspended at 1200mm centre along length of ceiling with 4mm dia G.I. wire with necessary level adjusters and cross T of size 24mmx25mmx.30mm/1200mm shall be inserted into slots between the main T at 600mm c/c and thereafter in direction vertical to nthe longer cross T, cross T of size 24mmx25mmx.28mmx600mm shall be inserted so as to form a grid. Manufacture certificates for compliance with above specifications are to be submitted alongwith the material supplied	Per sqm	250 sqm		
14.	Providing & fixing at all height false ceiling of 12.5 mm thick tapered edge gypsum board confirming to IS: 2095 including providing and fixing of frame work made of special sections power pressed from M.S. sheet and galvanised in accordance with zinc coating 600 as per IS:277 and consisting of angle cleats of size 25mm wide X 1.6mm thick with flanges of 22mm and 37mm at 1200mm centre to centre one flange fixed to he ceiling with dash fastener 12.5mm dia x 40mm long with 6mm dia bolts to the angle hangers of 25x25x5mm of required length, and other end of angle hanger being fixed with nut and	Per sqm	12 sqm		

	bolts to G.I. channels 45x15x0.9mm running at the rate of 1200mm centre to centre to which the ceiling section 0.5mm thick bottom wedge of 80mm with tapered flanges of 26mm each having clips of 10.5mm at 450mm centre to centre shall be fixed in a direction perpendicular to G.I channel with connecting clips made out of 2.64mm dia x 230mm long G.I. wire at every junction including fixing the gypsum board with ceiling section and perimeter channels 0.5mm thick 27mm high having flanges of 20mm and 30mm long, the perimeter of ceiling fixed to wall/partition with the help of rawl plugs at 450mm centre to centre with 25mm long drive-all screws @ 230mm interval including jointing and fixing to a flush finish to tapered and square sedges of the gypsum board with recommended filler, paper tapes, finisher and two coats of primer suitable for gypsum board as per manufacturers specification and also including the coat of making openings for light fittings, grills, diffusers, cut outs made with frame of perimeter channels suitably fixed all complete as per drawing and specification and direction of the Engineer-in-Charge but excluding the cost of painting.				
15.	12 mm cement plastering of mix 1:6 (1 cement : 6 fine sand)	Per sqm	25 sqm		
16.	P/vision panel of size 0.62x0.91 m in existing flushing door shutters with 5mm thick float glass and fixed with wooden beading and nails i/c polishing & make good the same	Per no.	2 no.		
17.	Removal of dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing of surface smooth including necessary repair to scratches etc complete	Per sqm	250 sqm		
18.	Providing & applying of POP putty 2mm thickness over plaster surface to prepare the surface even and smooth complete	Per sqm	250 sqm		
19.	Distemping with oil bound washable distemper of approved brand and manufacture to give an even shade. New work (two or more coats) over and including priming coat with cement primer	Per sqm	250 sqm		
20.	French spirit polishing Two or more coat on new works including a coat of wood filler	Per sqm	30 sqm		
21.	Manufacturing, assembling. Transporting and placing in position knock down modular furniture such as office table, drawer unit, side rack, wall hung file storage cabinet, ward robe storage/ almirah etc configured of modular panels of particle board as per drawing, specifications and direction of the Engineer-in-Charge. All outer exposed edges of all the panels shall be covered and sealed with 2mm thick pvc edge banding tape, Rehau or Dolkin or equivalent make and all concealed and butt edges of all panes shall be covered and sealed with 0.70mm thick pvc edge banding tape of same make with hot melt glue on edge banding machine at 200° c temperature. All joinery fabrication work shall be done with mini fix fittings and plastic dowels in approved factory including cost of mini fix fittings, pvc cable wire manager, Nylon glides 20mm, plastic dowels etc. (cost of providing and fixing of fittings to modular furniture such as drawer slides, self closing spring loaded hinges, multipurpose locks , knob/handles etc shall be paid separately) a) 25mm thick exterior grade particle board conforming to IS:3087 for table top, with one side post formed grade lamination 0.70mm thick of Formica, Merino or equivalent make including rounding of post formed lamination on	Per sqm	40 sqm		
		Per sqm	40 sqm		

	<p>two long edges of top of table and turning back to 75mm depth and post forming balancing lamination on other sides. The other two edges/three edges shall be covered with 2mm thick PVC edge banding tape as per make and specifications mentioned above.</p> <p>b) 18mm thick flat pressed, three layered pre-laminated particle board with both side decorative lamination (medium density) Grade I, type II conforming to IS:12823 (exterior grade)</p>				
22.	Providing and fixing MS power coated knob oval shaped handles of ITALICA or equivalent make patent no. 163465 with screws complete	Per no.	10 no.		
23.	Providing and fixing multipurpose lock of Godrej/Plaza or equivalent make of approved brand and manufacturer to drawer of cub board with steel screws including making recess of required size in board and fixing of standard plate having groove meant for receiving locks lever in locked position etc complete as per direction of Engineer-in-Charge	Per no.	10 no.		
24.	Providing and fixing auto closing spring loaded hinges of Hettich/Ebco or equivalent make of approved brand to cupboard shutters with steel screws including making necessary recess in panel board and finished etc complete as per direction of Engineer-in-Charge	Per no.	20 no.		
25.	Providing and fixing MS power coated drawer slide channel of Hettich/Ebco or equivalent make for drawer with steel screws complete as per direction of Engineer-in-Charge 405mm long	Per set	4set		
26.	Providing and fixing wooden moulded beading to door and window frames with iron screws, plug and priming coat on unexposed surface etc complete Second class teak wood	Per mt.	160 meter s		
27.	Providing and fixing 12mm thick BWR commercial ply (Mayur or equivalent make) wood plain lining with necessary screws priming coat on un exposed surface etc complete with 12mm thick BWR ply	Per sqm	40 sqm		
28.	Providing and fixing plywood 4mm thick on one side decorative veneer conforming to IS:1328(type-I) for plain lining /cladding with necessary screws priming coat on un exposed surface etc complete with decorative veneer facing of approved manufacturer	Per sqm	40 sqm		
29.	Rebate for MS window	Per no.	12 no.		
30.	Supplying, installation, testing, commissioning of 2x36 watt mirror optic CFL concealed fitting of Philips or Crompton Greaves make including two CFL light of same make	Per no.	35 no.		
31.	Wiring of light point/fan point/exhaust fan/call ballpoint with 1.5 sq.mm FR pvc insulated copper conductor single core cable in surface /recessed pvc conduit with modular switch, modular plate & G.I. box including earthing the point with 1.5 sqmm pvc insulated single core multi stand copper wire as required	Per no.	46 no.		
32.	Wiring of circuit /sub main wiring alongwith earth wire with the following sizes of FR PVC insulated copper conductor single core cable in surface /recessed steel conduit as required 2x4 sq mm + 1x4 sq mm earth wire  2x6 sq mm + 1x6 sq mm earth wire	Per mt.  Per mt.	160 mt.  250 mt.		

33.	Supply ,installation ,testing& commissioning of surface/recessed mounting, vertical type, 415 volts ,TPN MCB of sheet steel double door, dust protected duly phosphatized & powder painted, inclusive of 200 amps tinned copper bus bars, earth bar, common natural link, din bar for mounting MCB, detachable gland/knock out plates and with 100amp. RCCB as incomer interconnection between incomer MCCB and bus bar of 24 ways of Hager, Havells make (6-32 ) amps. SP MCB -24 no	Per no.	01 no.		
34.	Supply & installation of electric wall mounted fan 400mm sweep, speed regulator & suitable for operation on 230/240 V 50 HZ AC with testing & commissioning etc (Bajaj/Khaitan/Crompton )	Per no.	11 no.		
35.	Providing and fixing of a set of 5/15 amp. Modular switch/socket including modular plate in PVC conduit with G.I. box (North- West)	Per no.	10 no.		
36.	Providing and fixing with 25 amp. DP MCB and point socket plug including modular plate for AC in GI box (North- West)	Per no.	9 no.		
37.	Supplying and installation of 1.1KV grade XLPE insulated armored heavy duty power cable with aluminum conductor complete with all hardware such as clamps, saddles etc of 3.5 x 50 sq mm cable from electrical room of 1 <sup>st</sup> floor to reception as required on wall as required of Havells make	Per mt.	50 mt.		
38.	Supplying and Installation of 8 SWG earth wire alongwith existing cable as required	Per mt.	50 mt.		
39.	Supplying, Installation and making end termination with brass compression gland for PVC 3.5 x 50 sqmm cable as required	Per no.	2 no.		
40.	Supplying and fixing 1" PVC pipe for telephone and internet wiring	Per mt.	60 mt.		
41.	Supplying and laying 2 pair telephone wire in the conduit of havelles/phenolex make	Per mt.	100 mt.		
42.	Supplying and fixing of Modular socket for telephone	Per no.	4 no.		
43.	Supplying and Fixing of Split Air conditioner 2.0 ton with remote of 5star rating ( eqv. to Hitachi, L.G., Voltas make)	Per no.	6no.		
44.	Installation charges and 10 meter copper tube	Per no.	6 no.		
45.	Providing and fixing of 30cm wide channel of 14 gauge for cable with fully threaded bolt nut, washer, angle and complete fitting including labour etc as required	Per mt.	70 mt.		
46.	Providing and fixing of A.C. stand angle iron complete welding and fitting	Per no.	6.00		
	<b>Total</b>				

**Total amount =**

ARTICLES OF AGREEMENT

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

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

Priced Schedule of Quantities"

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

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

Signed by the said

in the presence of witnesses

EMPLOYER

1. Signed by the said

2. In the presence of

## **SPECIAL CONDITIONS**

1. Sealed tenders superscripted with "Renovation of Library" should be submitted at the office of the Central Pollution Control Board, Parivesh Bhawan, East Arjun Nagar, Delhi - 110 032. The tender documents will be received upto 3.00 p.m. on 02.07.2010.
2. The bids will be opened on 02.07.2010 at 3.30 p.m. at the same address.
3. No tender will be received after 3.00 p.m. on 02.07.2010 under any circumstances whatsoever.
4. Tender shall remain valid for a period of 3 months from the date of opening the tender.
5. CPCB does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part without assigning any reasons for doing so.
6. (a) Each page of tender documents is required to be signed by the person or persons submitting tender in token of his /their having acquainted himself/ themselves with General conditions of contract, General Specification, special conditions, etc., as laid down. Any tender with any of the documents not so signed will be rejected. This also applies in respect of limited and private limited companies.  
  
(b) the tender submitting on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract, otherwise the tender is liable to be rejected.
7. (a) The tender form must be filled in English or Hindi language and all entries must be made by hand written in ink. If any of the documents is missing, or unsigned, the tender will be considered invalid.  
  
(b) The tender shall also submit along with his tender in respect of items wherein make is not specified a list mentioning the names of manufacturers specialized items which he proposes to use in the work if his tender is accepted.
8. All erasures and alternations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void. No advice of any change in rate of conditions after opening of the tender will be entertained.
9. Intending tenderers shall pay as Earnest Money a sum of Rs 38,309/- by demand draft/FDR in favour of CPCB, Delhi.  
  
A tender which is not accompanied by earnest money will not be considered. The earnest money will be returned without any interest to the tenderer if his tender is not accepted.
10. Within fourteen days of issue of letter of intent from the CPCB of the acceptance of its tender the successful tenderer shall be bound to execute the contract by signing in accordance with the draft agreement and schedule of conditions but written acceptance by the Employer of a tender will constitute a binding contract between the employer and the tenderer whether such formal contract is subsequently entered into or not.
11. All compensation or other sums of money payable by the contractor to the employer under the terms of this contract shall be deducted from its earnest money and the security deposit if the amount to permits and contractor shall unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.
12. The contractor shall not assign or sublet any portion of the contract. He must not sublet any portion of the contract except with written consent of the Employer, failing which the employer may serve a notice in writing rescinding the contract where upon the security deposit shall stand forfeited at the absolute disposal of the employer.
13. A schedule of probable quantities in respect of such work and specification accompany these special conditions. The schedule of probable quantities are liable to alterations omission, deductions or additions at the discretion of the Employer. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled up in order to show the aggregate value of the entire tender. All corrections in the tender rates shall be duly attested by the dated initials of the tenderer. Corrections which are not attested may entail the rejection of the tender. Rates should be quoted both in figures and words in columns specified. In case of discrepancy in the rates in figures and words the rates in words shall be deemed to be correct.
14. The tenderer must obtain for itself on its own responsibility and his own expense all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings and must consider and inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto and influencing its rates for the work.

15. The rates quoted in the tender shall include all charges for double scaffoldings, marking out and clearing of site, watering etc., as mentioned in the specifications. The rates quoted shall be deemed to be for the finished work. Tenderer must include in their rates royalty, sales tax, excise duty, octroi and any other tax and duty, or other levy levied by the central government or any state government or local authority if, applicable, no claim in respect of royalty, sales tax, excise duty, octroi or other tax, duty or levy shall be entertained by the Employer.
16. Time shall be considered as the essence of the contract. The entire work must be completed in 3 (three) calendar months. The attention of the tenderer is drawn to clause 10 of the conditions of contract referring to damage for non-completion. The tenderer shall before commencing work prepare a detailed work programme which shall be approved by the employer.
17. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delay in commencing or executing the work whatever the course of delays may be, including delay arising out of modification of the work entrusted to him or any sub-contracts connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason, whatsoever and the employer does not accept liability for any sum besides the tender amount subject only to such variations as may be provided for herein.
18. The successful tenderer is bound to carry out any items of work necessary for the completion of job even though such items are not included in the quantities and rates. Schedule and instructions in respect of such additional items and their quantities will be issued in writing by the Employer.
19. If the Head quarters of the successful tenderers are elsewhere than Delhi he shall have a duly authorized agent in Delhi from the commencement of the work until the building is occupied by the employer. Such agent shall be authorized to act on behalf of the successful tenderer to accept service of notice of contract and to agree to extras, omissions and varied item of work and rates for the same. Such agent shall maintain on his staff a qualified Engineer approved by the Employer and such office personnel as may be required for the efficient execution of works. Any notice under the contract shall be deemed to have been served on the successful tenderer if served upon such agent or sent by registered letter to address. Such agent shall not be changed and shall not leave during the duration of the contract, unless the consent of the Employer shall have been previously obtained. If the Employer shall order the tenderer to carry out any rectifications under the terms of the contract after the building is completed, the successful tenderer shall have the same or another duly authorized agent while such rectifications are being carried out.
20. The successful tenderer must co-operate with the CPCB and its decisions so that the work shall proceed without any delay and to the satisfaction of the employer.
21. The contractor shall be supplied water and electrical connection free of cost.
22. The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the contract.
  - On completion of the work, the contractor shall clear away and remove from the site all surplus materials, rubbish and temporary works of every kind and leave the whole of site and permanent works clean and in a workman like condition into the satisfaction of employer.
  - The contractor has to depute a supervisor of atleast Diploma holder for supervision of the work.
  - The contractor shall also submit the wage schedule for all classes of labourers required in the work, for information of the department and necessary action in case the department desires to engage its labour for minor works to be done departmentally.

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

## CONDITIONS OF CONTRACT

### 1. Interpretations

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

“Employer” shall mean .....

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

“ Contractor” shall mean .....

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

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

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

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

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

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

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

### 2. Scope of work

The contract in brief covers civil works for the “Renovation of Library” in CPCB at Parivesh Bhawan, East Arjun Nagar, Delhi - 110 032.

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

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

### 3. Authorities, Notice and Patents

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

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

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

### 4. Access

The employer, their representative shall at all reasonable times have free access to the work and / or to the workshop factories, or other places where materials are being prepared or construct the contract and also to any other place where the materials are lying or from which they are being obtained, and the contractor shall give every facility to Employer and their representative necessary for inspections and examinations and tests of the materials and workmanship. Except the

representatives of public authorities no person shall be allowed on the works at any time without the written permission of the employer.

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

#### **5. Dismissal of workmen**

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

#### **6. Date of Commencement and completion**

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

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

#### **7. Assignment**

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

#### **8. Schedule of quantities**

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

#### **9. If in the opinion of the employer the work be delayed**

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

#### **10. Damage for non-completion**

If the contractor fails to complete the work by the date of completion stated in the appendix or within any extended time under clause 9 thereof and the employer certify in writing that in their opinion the same ought reasonably so to have been completed, the contractor shall pay or allow the employer the sum named in the appendix as "liquidated Damaged" for the period during which the said works shall so remain incomplete and the employer may deduct such damage from any moneys due to the contractor.

#### **11. Failure by Contractor to comply with employer's instructions**

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

## **12. Certificate and payment**

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

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

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

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

## **13. Certificate of Virtual completion**

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

## **14. Employer delay in progress**

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

## **15. Restriction of work to be carried out**

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

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

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

## **16. Suspension**

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

### **17. Termination of contract by employer**

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

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

### **18. Deposit**

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

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

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

## Settlement of Dispute and Arbitration

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

\_\_\_\_\_  
CPCB

\_\_\_\_\_  
CONTRACTOR

Witnesses

- 1.
- 2.

**APENDIX**

1.	Date of Commencement	10 <sup>th</sup> day from the date of issue of letter of award.
2.	Date of completion	3 months from the date of commencement.
3.	Insurance	As directed.
4.	Liquidated damages	1% of the contract value per week subject to a maximum of 10% of the contract value.
5.	Period of final measurements	Within 01 months from the date of completion.
6.	Value of work for Interim Certificate	One running payment of 80% of the work completed
7.	Security deposit	10% of the contract amount subject to a maximum upto Rs. 2 0 lakhs.  The security deposit will be collected by deductions from the bills of the contractor at the rate of 10%.
8.	Defects liability period	One year