

**CENTRAL POLLUTION CONTROL BOARD**  
(Ministry of Environment & Forests, Govt. of India, Parivesh, Bhawan, East Arjun  
Nagar, Ddelhi – 110032.

**TENDER NOTICE**

The Member Secretary, Central Pollution Control Board, invites sealed item rate tenders from approved and eligible contractors of CPWD and those of appropriate list of P&T, MES, Railways and State PWD upto 3.00 p.m. on 02.07.2010 for the following works :

S.N.	Name of work	Estimated Cost (Rs.)	Earnest money (Rs.)
01.	Replacement of old distribution board (Normal supply) on all floors	4,69,190.00	9,000.00

Tender will be opened at 3.30 p.m. on 02.07.2010. The earnest money should be deposited in the Central Pollution Control Board and receipt for deposit or call receipt of Scheduled Bank guaranttd by the Reserve/State Bank of India sent with the tender conditions and tender document can be had from the office of SEE (Bldg.) upto 28.06.2010 on working days from 10.00 a.m. to 5.00 p.m. on payment of Rs. 500/- (Rupees five hundred only) (Non-refundable) through Demand Draft. Tender forms will be issued to the appropriate class of non-CPWD contractors only if they produce definite proof from the appropriate authorities of having satisfactorily completed these works of the value of at least Rs. 2,00,000.00 (Rupees two lac only) each during the last 5 years.

The tender of contractors who do not deposit earnest money in the above manner will be summarily rejected.

The contractor is required to produce Income Tax Clearance Certificate on the revised form at the time of issue of tender.

Member Secretary  
Central Pollution Control Board

CENTRAL POLLUTION CONTROL BOARD  
NOTICE INVITING TENDER

1. Tender in the prescribed forms are hereby invited on behalf of Central Pollution Control Board for estimated cost of Rs. 4,69,190/-.
2. Printed forms of tenders consisting of the detailed plans, complete specification of the fields of quantities of the various classes of work to be done and the set of conditions of contract to be complied with by the person whose tenders may be accepted, which will also be found printed in the form of tenders, can be seen, purchased from SEE (Bldg.) between the hours of 10.00 a.m. to 1.00 p.m. during working days except on Saturday, Sunday and Public Holidays.
3. The site for the work is available or the site for the work shall be made available in parts as specified below.
4. Prescribed tenders can be obtained from the office of SEE (Bldg.), Central Pollution Control Board on payment of a sum of Rs. 500/- in form of Demand Draft.. The time allowed for providing, fixing and commissioning three phase distribution board will be 6 weeks from the day after the date of written orders to commence the supply are issued.
5. 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 work out and the requisite totals given.
6. Issue of tenders form will be stopped ½ hour before the date and time of the opening of tenders.
7. Earnest money, amounting to Rs. 9,000/- in currency notes/Demand Draft Deposit or Call Receipt of Schedule Bank guaranteed by the Reserve Bank of India must be accompanied each tender and each tender to be in a sealed envelope subscribed the Tender for Providing, fixing and commissioning of three phase distribution board at Parivesh Bhawan and addressed to the Member Secretary, Central Pollution Control Board.
8. The contractor, whose tender is accepted (unless exempted) 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. 46,900.00.

The security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money Rs. 9000/- deposited as per clause no. 7 in Demand Draft at the time of tenders, will be treated as a part of the security deposit. The security amount will also be accepted in cash or in the shape of Government Securities. Fixed Deposit Receipt and Guarantee Bonds of Scheduled Banks and State Bank of India will also be accepted will also be accepted for this purpose.

9. The acceptance of a tender will rest with the Member Secretary, who does not bind himself to accept the lowest tender and reserves himself the authority of reject any or all of the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
10. Canvassing in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
11. All be quoted on the proper form of the tender alone.
12. Any item rate tender containing percentage below/above will be summarily rejected. However, where a tender voluntarily offers rebate of payment within a stipulated period, this may be considered.
13. On acceptance of the tender, the name of the accredited representatives of the contractor who would be responsible for taking instructions from the SEE (Bldg.) shall be communicated to the SEE (Bldg.).
14. 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, the words (p) after the decimal figures leg. Rs. 2.15 (p) and in case of words, the word 'Rupees' should precode and the word 'Paise' should be written at the end. Unless the rates is in while rupees and followed by the words 'only' should be written closely following the amount and it should not be written in the next line.
15. Sales Tax or any other statutory taxes on material in respect of this contract shall be payable by the contractor and Govt. will not entertain any claim whatsoever in this respect.
16. The contractor must produce Income Tax Clearance Certificate on the revised form notified under Ministry of Finance OMF No. 22/34/76/II AL dated 21.05.81 circulated under O.M. No. 17829/55/(1)/86-Coord. Dated 28.07.81 before the tender papers can be sold.
17. The tender for works shall remain open for acceptance for a period of thirty days from the date of opening of tenders if any modifications in the terms and conditions of the tender which are not acceptable to the Department then the Govt. shall without prejudice to any other right or remedy, be at liberty to forgo 10% of 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 parts and that after the work is awarded, he will have to enter into an agreement for each component with the competent officer concerned.
  - a) SEE (Bldg.) CPCB

19. 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 an discrepancy is found the rates which correspond with the an amount worked out by the contractor shall be taken as correct.
20. If the amount of an item is not worked out by the contractor if 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.

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.

21. Tenders will not be sold after 1.00 p.m. on all working days.
22. The contractor should see all drawings and in case of doubt, obtain required particulars, which may in any way influence his tender from the SEE (Bldg.)of this office as no claim whatsoever will be entertained for any alleged thereof.
23. 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 open for the Board to take suitable action including blacklisting the contractor.
24. Before tendering the contractor should visit the site and satisfy himself as to the condition prevalent there.
25. Where tenderer voluntarily offers a rebate for payment within a stipulated period, this may be considered.
26. 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 Member Secretary 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.
27. The site shown in the layout plan shall be cleared of all obstruction loose material, rubbish of all kind as well as brush wood/brick/plastic etc. All holes or hollows whether originally existing or produced by removal of loose stone/brick/plaster or brush wood shall be carefully filled up and leveled off as directed.
28. The contractors responsibility for the contract shall commence from the date of issue of orders of acceptance of tender.
29. Unsealed tenders shall be summarily rejected.
30. 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.
31. The contractor should read the specifications and study the working drawings carefully before submitting the tender.

32. The tenders should acquaint themselves with the work and working conditions of the site and locality and no claim will be entertained on this issue.
33. The contractor should verify all plans, elevations and sections shown in the drawing and in case of doubt, obtain required particulars which may in any way influence his tender from the executive as no allowance whatsoever will be made beyond the contract for any alleged ignorance thereof.

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34. The contractor shall submit list of works which are in hand (Progress) in the following form :

Name of work	Name and particulars of division where work	Amount of work	Position of works in progress	Remarks
1	2	3	4	5

35. In the case of percentage rate tender invited on form PWD 7, the contractor should quote his rate only in one language i.e. either in Hindi or English. Rates should be quoted in figures as well as in words. In case contractor has quoted rates in both the languages and the rates so quoted differ or the item quoted in words and figures differ, then the lowest rate quoted by the contractor shall be treated as the rate quoted by the contractor.

**LETTER SUBMITTING TENDER**

To,

Dear Sirs,

With reference to tender invited by you for providing, fixing testing and commissioning of three phase distribution board at Parivesh Bhawan.

I/We do hereby offer to execute the works under 'Contract at the respective rates' mentioned in the Schedule of Quantities. I/We have examined the drawings, 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 6 weeks as specified in the tender.

I/We have deposited as Earnest money Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) by a Bank Draft in favour of you 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 ward 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 in \_\_\_\_\_ before \_\_\_\_\_ p.m.

## 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 providing, fixing and commissioning of three phase distribution board at Parivesh Bhawan and 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 set forth herein (hereinafter referred to as "the said conditions") the work shown upon and described in "the said specifications" and the said "Priced Schedule of Quantities".

- (1) 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 the parties and shall be made a rule of court.

4. The said contract comprises the above mentioned 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 and construed forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and 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 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 alterations 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 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

\_\_\_\_\_  
EMPLOYER

\_\_\_\_\_  
Signed by the said

\_\_\_\_\_  
in the presence of

\_\_\_\_\_  
CONTRACTOR

**SPECIAL CONDITIONS**

1. Sealed tenders should be addressed to the Member Secretary, Central Pollution Control Board subscribed “Tender for Providing, fixing and commissioning three phase distribution board at Parivesh Bhawan” and send so as to reach not later than 3.00 p.m. on 08.06.2010
2. The sealed tender shall be submitted sealed envelope on or before 08.06.2010.
3. No tender will be received after 3.00 p.m. on 08.06.2010 under any circumstances whatsoever.
4. Tender shall remain valid for a period of 3 months from the date of opening the tender. The employer may extend the said period.
5. The employer does not bind himself 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 reason for doing so.
6. (a) Each page of tender document is required to be signed by the person or person submitting tender in token of his /her/their having acquainted himself/herself/themselves with general conditions of contract, general specifications, special conditions, etc. as laid down. Any tender with any of the documents not to signed will be rejected. This else 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 and 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 of specialized items which the proposes to use in the work if his tender is accepted.
8. All erasures and alterations 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. 9,000/- by Bank Draft drawn in favour of Central Pollution Control Board, New Delhi.
10. On issue of letter of award of work the successful tenderer shall deposit with the Employer initial security deposit amounting to 2% of the contract amount. The earnest money paid by the successful tenderer when the submitted his tender shall be adjusted against the initial security deposit. The initial security deposit shall be held by the employer as part of retention money for the execution and due fulfilment of the contract. No interest shall be paid on the said deposit.
11. Within fourteen days of issue of letter of intent from the Employer 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 tender will constitute a binding contract between the employer and tenderer whether such formal contract is subsequently entered into or not.

12. 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 so 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.
13. 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, the contract whereupon the security deposit shall stand forfeited and at absolute disposal of the employer.
14. 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 by 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.
15. The tenderer must obtain for itself on its own responsibility and at 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 site 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.
16. The rates quoted in the tender shall include all charges for double scaffoldings, marking out and clearing of site, 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 Govt. or any State Govt. 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.
17. Time shall be considered as the essence of the contract. The entire work must be completed in 06 weeks. The attention of the tenderer is drawn to clause 19 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.

18. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work whatsoever the course of delays may be, including delays arising out of modification to 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 connection 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.
19. 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.
20. If the Headquarters 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 work as executed 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 rectification 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.
21. The successful tenderer must co-operate with the Board and its decisions so that the work shall proceed without any delay and to the satisfaction of the employer.
22. The contractor shall be supplied water and electric connection free of cost.
23. The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the contract.
  - i) 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 the employer.
  - ii) 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.No.	Classification of Labour	Unit	Rate/day in figures words
01	Foreman, Ist grade	Each	
02	Electrician, Ist grade	Each	
03.	Fitter, Ist grade	Each	
04.	Khalasi	Each	

Rates quoted above are not and nothing extra is payable.

## 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 context 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.

“This contract” shall mean the Articles of Agreement, Special Conditions, these conditions, the specifications and 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 work is in the opinion of Employer fit for putting into service for operation electrical work.

“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; providing, fixing and commissioning of three phase distribution board at Parivesh Bhawan.

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” 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) Any discrepancy between the Schedule of Quantities and specifications.
- c) The removal from the site of any materials brought there on 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 under clause (13).

## 3. **Authorities, Notice 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 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 seven days receive such instruction he shall proceed with the work conforming 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 intimate the Employer against all claims in respect of patent rights and shall defend all actions before any such infringement received their permission to proceed and shall himself pay all royalties licence 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 laying 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 SEE (Bldg.) on behalf of 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 gain 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 the 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 work in 3/4 of the time and commensurate with the progress as envisaged in the bar chart based on the analogy and 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 natural calamities, such as incessant rain, flood, fire etc.
- b) Reason of any exceptionally inclement of weather or
- c) By reason of proceeding taken or threatened by or dispute with adjoining or neighbouring owners or public authorities.
- 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 or 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 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 endeavours 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 contract work.

**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 and /or employer's instructions fails within seven days to comply with the same, the employer may employ and pay other 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 C.P.W.D. 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 contractor from his liability under clause 2 and 25 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 honouring Certificate" after such certificate have been delivered to the employer and vetted by the Engineer-in-charge.

**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 the commencement of the work, the employer shall for any reason whatsoever 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 not 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 the 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 whichever 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 into 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 power to give notice in writing to the contractor requiring that the work be

proceeded with in 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 thereon for the purpose of the works and the employer shall have a lien upon all such plant and material subsist from the date of such notice being given until the notice shall have been complied with. If the contractor shall fail for seven days after such notice have been given to proceed with the works as therein prescribed the employer may proceed as provided in clause no. 16.

**17. Termination of contract 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 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 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 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 ;

j) 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 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

vi) has to the detriment of good workmanship or in defiance of the employer instructions to the contrary sublet any part of the contract.

**18. Dispute to be finally determined by the Employer :-**

The decision, opinion, direction, certificate or valuation of the employer with respect to all or any of the matters under clause 2, (a,b,c,d,e,f&h), 14 and thereof (which matters are herein referred to as excepted matters) shall be final and conclusive and binding on the parties, here to and shall be without appeal.

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 under clause no. 19.

**19. Deposit :**

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

20. 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.

### **SETTLEMENT OF DISPUTE AND ARBITRATION**

i) All disputes and differences arising out of or in connection with the contract and work 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, Central Pollution Control Board. The arbitrators shall elect an empire among them. In case of conflicting findings by the arbitrators, the decision of the empire shall be final and binding. It will not be an objection to any such appointment that the arbitrator 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 arbitration Act, 1940, or any statutory modification or re-enactment thereof and the rules made there under and for the time being inforce 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 disputes to be referred to the arbitration 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 claim's in writing within 90 days of receiving the intimation from the Board 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 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 Engineer-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 the employer under the contract as a result of termination.

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EMPLOYER

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CONTRACTOR

S.N.	Description of items	Qty.	Rate (Rs.)	Amount (Rs.)
01.	Supply, installation, testing & commissioning of surface of recess mounting vertical type 415 volts TPN MCB distribution board of sheet steel double door dust protected duly phozphatized & power painted incbusiver of 200 amp tinned copper bus bars, earth bar, common natural link, dinabas for mounting MCB detachalled glound/knock out plates and with 100 amp. RCCB inter connection between MCCB and bus bars of 24 ways of Hager/Havells make etc. (but without MCB required) no. HVD 08MN	11 Nos.		
02.	Dismantling of following old distribution boards from the wall and opening of connection from the MCB and repair of wall etc. as required	11 nos.		
03.	Supplying and fixing of 6A-32 amp. S.P. MCB in above D.B. complete with connections, testing and commissioning etc. as required	60 nos.		
04.	Supplying and drawing following size of FR PVC insulated copper conductor single cable in the existing surface of recessed PVC conduit as required, 4x16 sq.mm copper	600 Mtrs		
05.	Dismantling of old aluminium wire from existing PVC pipe from electric room to distribution board	10 nos.		
06.	Less buy back schedule of item no. 1	11 no.		
07.	Less buy back schedule of item no. 5 cable size 4x16 sq.mm aluminium	Per Mtr.		
	<b>If required, quote rate only, for below mentioned items</b>			
08	Providing and fixing of 100 amp. main switch three phase L&T make with HRC fuse 80 amp. including thimble connections etc and removing of old burnt main switch 100 amp. from floor board at every floor.			
09	Providing and fixing of 100 amp. fuse base (L&T) make alongwith 80 amp. fuse including			

	thimble connections etc. as required in the floor panel.			
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**Terms & Conditions :**

- 01 Tenders should reach in the office of In-Charge (Bldg.), CPCB on or before 02.07.2010.
02. The rates quoted should be as per our specifications.
- 03 The payment will be made after completion of satisfactory work.
- 04 Any defect if, found within 06 months after completion of work shall be rectified by the quottee at his own cost.
- 05 In the event of any dispute, the decision of Chairman, Central Board shall be final and binding on both the parties.
- 06 The work should be completed within one month from the date of issue of work order.
- 07 The quotation must be submitted alongwith an EMD of Rs. 9000/- Rupees nine thousand only) in the form of Demand Draft in favour of CPCB, Delhi. The EMD of unsuccessful firm will be refunded after award of work to the successful bidder.
- 08 Income tax shall be deducted at source.
- 09 The work should be carried out strictly accordingly to CPWD specification for electrical work. The contractor shall provide all fixing of material of specified and of good quality with the prior approval of AE (E).
- 10 It may be noted that mere quoting the lowest rates will not entitle any firm to get the order.
- 11 The Chairman, Central Board reserves the right to cancel any or all the quotations without assigning any reason thereof.
- 12 The terms & conditions such as guarantee/warrantee period, taxes etc. should be clearly mentioned in the quotation.
- 13 The quotation should be free from over writing and corrections and additions if any, should be counter signed.
- 14 Typographical and clerical errors are subject to correction.

TERMS & CONDITIONS

1. The rate quoted is inclusive of all cartages taxes if any.
2. The contractor shall supply the material of specified and of good quality install of distribution boards at all floors. The installation of distribution boards shall be at the cost of firm who supplies distribution boards.
3. Central Pollution Control Board shall not be responsible for any damage in installation of distribution boards. The installation of distribution boards be at the cost of the firm who supplies distribution boards.
4. Income tax shall be deducted at source, as per law.
5. Tools and machinery will be arranged by the tenderer.
- 6 In case of any dispute, the decision of the Chairman, Central Board shall be final and binding on both the parties.