



हरिश-चन्द्र अनुसंधान संस्थान
Harish-Chandra Research Institute

TENDER FOR

**MAKING ARRANGEMENT FOR COVERING OF COOLER WINDOW
IN APARTMENTS AT HRI, PRAYAGRAJ -211 019**

TENDER NOTICE NO. HRI/41/2025

Harish-Chandra Research Institute

Chhatnag Road, Jhunsi, Prayagraj

INVITING TENDER FOR
MAKING ARRANGEMENT FOR COVERING OF COOLER WINDOW IN APARTMENTS
AT HRI, PRAYAGRAJ

Bid Reference No. : NIT – HRI/41/2025

Last date and time for submission of bids : 27.11.2025 up-to 1100 Hrs.

Date and time of opening of Bid : 28.11.2025 up-to 1200 Hrs.

Place of Opening of Bids : Harish-Chandra Research Institute
Chhatnag Road, Jhunsi,
Prayagraj-211019

The dates for submission and opening of the tender mentioned above are final. In case some other dates for these are mentioned elsewhere in the tender document, the above shall prevail over them.

1. Tenders should be submitted only through CPP portal and obtain the Tender Acknowledgement copy as a proof of successful submission. For instruction of online bid submission, please ref. page – 03.
2. The details of tender notification can be downloaded from “<https://eprocure.gov.in/eprocure/app>”.
3. Tender documents for viewing only are also available on HRI web-site address: www.hri.res.in/tenders

Address for any clarification/communication : Mr. Vijay Srivastava SO-C,
0532-2274362,
(vijay@hri.res.in),
Mr. Manish Sharma SO-E,
0532-227 4358,
(manish@hri.res.in)
ENGINEERING SECTION,
HARISH-CHANDRA RESEARCH
INSTITUTE, PRAYAGRAJ

This document contains 24 Pages

It will be the responsibility of the bidders to check website www.hri.res.in & CPP portal for any amendment through corrigendum in the tender document. In case of any amendment, bidders will have to incorporate the amendments in their bid accordingly.

Sd/-
Seal & Signature
Registrar, HRI

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

REGISTRATION

Bidders are required to enroll on the E-Procurement module of the Central Public Procurement Portal (**URL: <https://eprocure.gov.in/eprocure/app>**) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP portal. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III certificates with signing key usage) issued by any certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.) with their profile. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead for misuse. Bidder then logs in to the site through the secured log-in by entering their user ID/password and password of the DSC/e-Token.

SEARCHING FOR TENDER DOCUMENTS

There are various search options built in the CPP portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization Name, Form of Contract, Location, Date, other keywords etc. to search for a tender published on the CPP Portal. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS/email in case there is any corrigendum issued to the tender document. The bidder should make a note of the unique tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

PREPARATION OF BIDS

Bidder should take into account any corrigendum published on the tender document before submitting their bids. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid: Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

Harish-Chandra Research Institute
Chhatnag Road, Jhunsi, Prayagraj

**Name of work: Making arrangement for covering of cooler window in apartments at HRI,
Prayagraj**

Tender Notice No.: HRI/41/2025

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SECTION - I

NOTICE INVITING TENDERS

HARISH-CHANDRA RESEARCH INSTITUTE
CHHATNAG, ROAD, JHUNSI, PRAYAGRAJ – 211 019

TENDER NOTICE NO. HRI/41/2025

E-tender in two bids system are invited on behalf of the Director, Harish-Chandra Research Institute from eligible Contractors up-to **11.00 a.m.** on **27.11.2025** and only technical bid shall be opened on **28.11.2025** at **12.00 p.m.** for the work ***“Making arrangement for covering of cooler window in apartments” at HRI, Prayagraj.***

Estimated Cost	EMD	Performance Security	Security Deposit	Time of completion
Rs. 7.9 Lakh	Rs. 15,800/-	@ 5% of work order value	@ 2.5% of work order value	2 months

Director, HRI reserves the right to accept or reject any or all the Tenders without assigning any reason.

Sd/-
Registrar
HRI, Prayagraj.

SECTION - II

TERMS & CONDITIONS

TERMS & CONDITIONS

E-tender in two bids system is invited from eligible tenderers for ***Making arrangement for covering of cooler window in apartments at HRI, Prayagraj***

Following instructions should be strictly followed while submitting your tender.

1. The bid submitted by the bidders should be valid for a period of 180 days from the date of the opening of technical bid. However, the bidder to whom work will be awarded, their bid will be considered valid till execution of contract agreement.
2. Deadline for receipt of tenders (Part-1 & Part-2) is **11.00 a.m.** on or before **27.11.2025**. Late submission will not be entertained on any account.
3. The Part-I of tender will be opened at the above office at **12.00 p.m.** on **28.11.2025** and your authorized representatives can be present at the time when the tenders are so opened and opening time of Part-2 (Price Bid) will be intimated later on to qualified bidder of Part-1 only. If on the day of opening of tender, holiday is declared in HRI then tender will be opened on next working day at same time.
4. Account payee demand draft, fixed deposit receipt, banker's cheque or Bank Guarantee from any of the Commercial Banks guaranteed by the Reserve Bank of India for the **Earnest Money Deposit of Rs. 15,800/-** in favour of Registrar, HRI, Prayagraj. No exemption for EMD will be entertained. The tender of parties submitted without EMD shall be rejected. The EMD should be valid for a minimum period 180 from last date of submission of tender. days beyond the validity period (180 days) of the tender. Bidder should prepare the EMD as mentioned above. The scanned copy of EMD should be uploaded with tender document. The original should be put in Tender box kept at Reception of Institute building, HRI, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
5. Following document/details is to be submitted by tenderer with their technical bid.
 - a. Party should have average annual turnover of not less than Rs. 7.9 lakhs on construction work during last three years ending 31.03.2025. They have to submit document related to turnover and profit & loss statement as a proof. The document should be duly audited by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.
 - (i) Year 2022-2023
 - (ii) Year 2023-2024
 - (iii) Year 2024-2025
 - b. Profile of firm including name of owner, official telephone no./ e-mail address:
 - c. Copy of PAN & GST registration certificate
 - d. The applicant should have valid Solvency of Rs. 3.2 lakh certified by his bankers
 - e. Experience of having successfully completed works during last seven years ending day before opening of technical bid. The party has to submit work order copy, Performance and satisfactory completion certificate of the concerned work.
 - (i) Three (03) similar works completed costing not less than Rs. 3.2 lakhs each
OR
Two (02) similar works completed costing not less than Rs. 4.7 lakhs each
OR
One (01) similar works completed costing not less than Rs. 6.3 lakhs
and
 - (ii) One completed similar work (either part of (i) or a separate one) costing not less than Rs. 3.2 lakhs with some Central/State Government Organization/Central Autonomous Body/Central Public Sector undertaking during last seven years ending day before opening of technical bid.

Similar work shall mean: Civil work related to construction/maintenance. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of submission of tender.

The performance for each work completed in the last seven years should be certified by an officer not below the rank of Executive Engineer or equivalent.

- f. List of works in hand & List of similar works carried out by them for last 7 years indicating; i) Agency for whom executed, ii) Value of work, iii) Completion time as stipulated and actual, or present position of the work.
 - g. Tender acceptance letter (ref. annexure-I) mentioned on page no. 12
 - h. List of construction plant, machinery, equipment's, accessories & infrastructure facilities possessed by the agency to complete the work in time.
 - i. List of technical staff possess and proposed to deploy for this work.
6. If the party does not fulfill the criteria of turnover, solvency, work experience, registration under GST and does not provide Tender acceptance letter as mentioned above in point no. 5 then they will not be considered in this tender.
 7. If the bidders do not submit the required document/details with their bids then Institute may ask the bidders to submit the details/documents after opening of their bids. The concerned documents may be asked to submit on portal/e-mail/ by post etc. However, if three or more bidders are qualifying in the tender then bidders will not be asked to submit the details after opening of their bid.
 8. The tenders submitted by fax/email will not be considered. No further correspondence will be entertained on this matter.
 9. The applicable labour cess related to this work will be deducted from the bill amount.
 10. If the contractor fails to execute and complete the work otherwise fail to comply with any of the terms and conditions of this order, then the Institute shall be at liberty without avoiding this order forthwith, to require the contractor to remove his workmen from the site and to take the work out of the hands of the contractor and to employ any other person to execute and use all materials, tools, scaffolding, plants, implements and things on or about the work, and thereafter neither the contractor nor his workman shall have any power to intervene with any person employed by the Institute. All expenses and damages to property incurred by the institute, consequent on the employment and certified by Engineer-in-charge and shall be paid to the Institute by the contractor or deducted by the Institute from any money due to or to become due to the contractor in this work or any other work done by contractor in HRI.
 11. Party should quote their rate inconsideration of material, labour, tools & plants, scaffolding etc. and all applicable taxes in the SOQ. The rate quoted by party will be considered as fixed and no other charges will be paid.
 12. The quantity mentioned under schedule of quantities is tentative. The payment will be made based on actual quantities which will be utilized during execution of work.
 13. If bidder do not quote rate of any item under schedule of quantities or left the rate column blank then their bid will be treated as unresponsive & shall not be considered.
 14. The lowest bidder will be finalized based on overall quoted amount in this tender. However, total amount will be considered based on sum of individual items.
 15. The time of completion of work is **2 months** and shall be reckoned from 3 days after the date of issue of work order.
 16. Neither the security deposit nor the retention money shall bear any interest.
 17. Incomplete tenders are liable to be rejected.

18. If the Government imposes any new taxes on this concerned nature of work after issuing the work order then same may be reimbursed to party if they submit the relevant proof of that.
19. The contractor will have to take all measures at their own cost related to safety of workers during execution of work.
20. The contractor shall, at all times, take due and proper precautions against accidents or injury to the workers or any person or property, and shall indemnify the company for all motion's suits or any damage or compensation payable in consequence of any accident or injury sustained by any workman or other person whether in the employment of the contractor or not.
21. Any condition imposed by the party in this tender at their own will not be considered. There will no liability of HRI to take any clearance from party in that regard.
22. The contractor shall not assign or sublet the contract for the work of any part thereof.
23. The contractor shall allow the Engineer-in-charge or their representative to inspect and supervise the work during its progress.
24. The contractor shall, at his own expenses, within one week from the completion date, remove all tools, plants, scaffoldings, implements and unused materials from the site and leave the same in a clean and proper state, to the satisfaction of the Engineer-in-charge.
25. The Contractor shall agree and undertake to totally indemnify HRI against all expenses, claims, payments, dues, fines, penalties, compensations, liabilities, and losses whatsoever which the HRI may suffer due to the default, violations, omissions thefts, or non-compliance of the statutory and/or contractual obligations committed by the Contractor or its employed. The HRI shall also have the right to deduct and recover all such losses and expenses etc. from any payments due to the Contractor besides seeking appropriate legal remedies for the balance amount or relief, if any.
26. **Payment terms:** Party may submit RA bill after completion of 50% of work for payment and final bill after completion of work.
27. No escalation clause related to price hike of material & manpower is applicable in this work.
28. The defect liability period of the work is for twelve months. During this period if any problem comes related to executed work, then party will have to repair the work at their own cost.
29. An amount equal to 2.5% of order value towards Security Deposit shall be recovered from the bill amount. The security money will be returned after 12 months from the date of completion of work and submission of certificate by contractor that there is no statutory liability (taxes etc.) due on him for this work. If the party deposit equal amount of security money in the form of FDR/BG then required security money may be adjusted or released on the request of party. In addition, the contractor shall be required to deposit an amount equal to 5% of the order value of the contract as performance security (in the form of Demand Draft/FDR/B.G. of scheduled Bank guaranteed by the Reserve Bank of India) within 7 days from the date of award of letter of intent. If the performance security is not submitted by the contractor within stipulated period, then a penalty @0.1% per day of performance security will be imposed. The performance security will be released after completion of work alongwith the final bill. A draft of B.G. for performance security is given (ref. page no. 13, however, some changes in this format may be made by Competent authority of HRI at time of award of LOI).
30. If the party delays the work without any justified reasons, the penalty would be imposed on them. This will be @1.5% of the order value per month from the end of stipulated period/ (extended the period if any) of contract till the actual completion of work. However, penalty amount will not be more than 10% of order value. If it is found that party is not taking interest during delay period for completing the work then competent authority of Institute may also take decision for terminating the order/contract of concerned work. In this case, EMD & Security money of the party will be forfeited. In addition, party may be debarred to participate in any tender of HRI for a minimum period of two years or decided by competent authority, HRI.

31. Party will have to make their own arrangement for cable, generator etc. for welding work at the site. If it is possible to provide electricity supply somewhere, then it can be provided with the applicable electricity charges.
32. If the water will be supplied by department, then changes will be recovered@1% gross value of work done.
33. A conceptual plan related to this work for covering of windows has been shown on page no. 14 for general idea.
34. All labour regulation applicable by the central Labour Commissioner of Govt. of India shall be adhered to strictly.
35. In case the party shows unwillingness to do work after opening of their tender then their EMD, will be forfeited to HRI. In addition, party may be debarred to participate in any tender of HRI for a minimum period of two years or decided by competent authority, HRI.
36. The word party or tenderer or contractor mentioned in the tender documents will be considered for those who are participating in this tender.
37. In case any discrepancy between terms & conditions and General condition of tender then terms & condition of tender shall take precedence
38. Party has to ensure gate entry (at Security gate, HRI) for any material before bringing at site. In this connection, they have to submit challan copy of materials in Engineering office at HRI for records.
39. For any information/clarification in this tender, you may contact Engineering Section, HARISH-CHANDRA RESEARCH INSTITUTE, during office hrs. (9.00 a.m. to 5.30 p.m.) on any working days.
40. Decision of the Director of the Institute will be final & binding for all concerned.
41. Director, Harish-Chandra Research Institute reserves the right to reject any or all tenders without assigning any reason whatsoever. Harish-Chandra Research Institute would not be under any obligation to give any clarifications to those contractors whose tenders have been rejected.
42. All disputes will be subject to Allahabad jurisdiction.
43. The party will have to do work as per given specification and also to follow relevant IS code related to the concerned work.
44. The contractor will have to supply new and good quality of materials as per given specification under schedule of quantities (Price bid). In case of doubt related to any supplied material by the contractor, testing of material may be get done by any agency and for this the cost involved will be borne by contractor. If it is found that contractor has deliberately supplied the defective/wrong material then their tender may be cancelled. In this case, EMD & Security amount of contractor will be forfeited and they also be debarred for minimum period of five year (or as decided by the competent authority, HRI) to participate in any tender of HRI.

Note: The contractor acknowledge that he has satisfied himself as to the nature and location of the work before submitting the tender.

DECLARATION BY THE CONTRACTOR

It is hereby declared that I/We the undersigned, have read and examined all the terms and conditions etc. of the tender document for which I/We have signed and submitted the tender under proper lawful Power of Attorney. It is also certified that all the terms and conditions of the tender document are fully acceptable to me/us and I/We will abide by the conditions from serial no. 1 to 44. This is also certified that I/We/our principal manufacturing firms have no objection in signing the contract if the opportunity for the items against this tender is given to me/us.

Date:

Address:

Name:

Signature:

Designation:

On behalf of company Seal:

Party should sign this page alongwith stamp and attach scan copy of this with their technical bid

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above-mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of abovementioned tender document(s) /Corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

DRAFT FORMAT OF B.G. FOR PERFORMANCE SECURITY

To,

The Director

Harish Chandra Research Institute,
Chhatnag Road, Jhansi,
Prayagraj - 211019

Dear Sir,

WHEREAS _____ <name of the service provider agency / bidder>, represented by its Managing Director (or whatever designation authorized person holds) having administrative Office at _____) (hereinafter called “Service Provider Agency”) has undertaken a job in pursuance of Work Order No HRI/_____ dated _____ 2021 and subsequent contract dated _____ for “Annual Operation and maintenance of Air-conditioning Package units & Comprehensive maintenance of other individual AC units” at Harish-Chandra Research Institute (HRI), Prayagraj (Allahabad), an Institution under administrative control of Department of Atomic Energy, Government of India herein after called “**the Contract**”.

AND WHEREAS it has been stipulated by you in the said Contract that the Service Provider Agency shall furnish you with a bank guarantee by a Nationalised/Scheduled Commercial Bank for the sum specified therein as performance security for compliance with its obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider Agency, up to a total of **Rs. ----- (Rs ----- only)** which shall be referred to as ‘*amount of guarantee*’, and we undertake to pay you, upon your first written demand declaring the Service Provider Agency to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee i.e **Rs. -----**) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between you and the Service Provider Agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be a continuing guarantee and shall not be discharged by and change in the constitution of the Bank or in the constitution of M/s. _____.

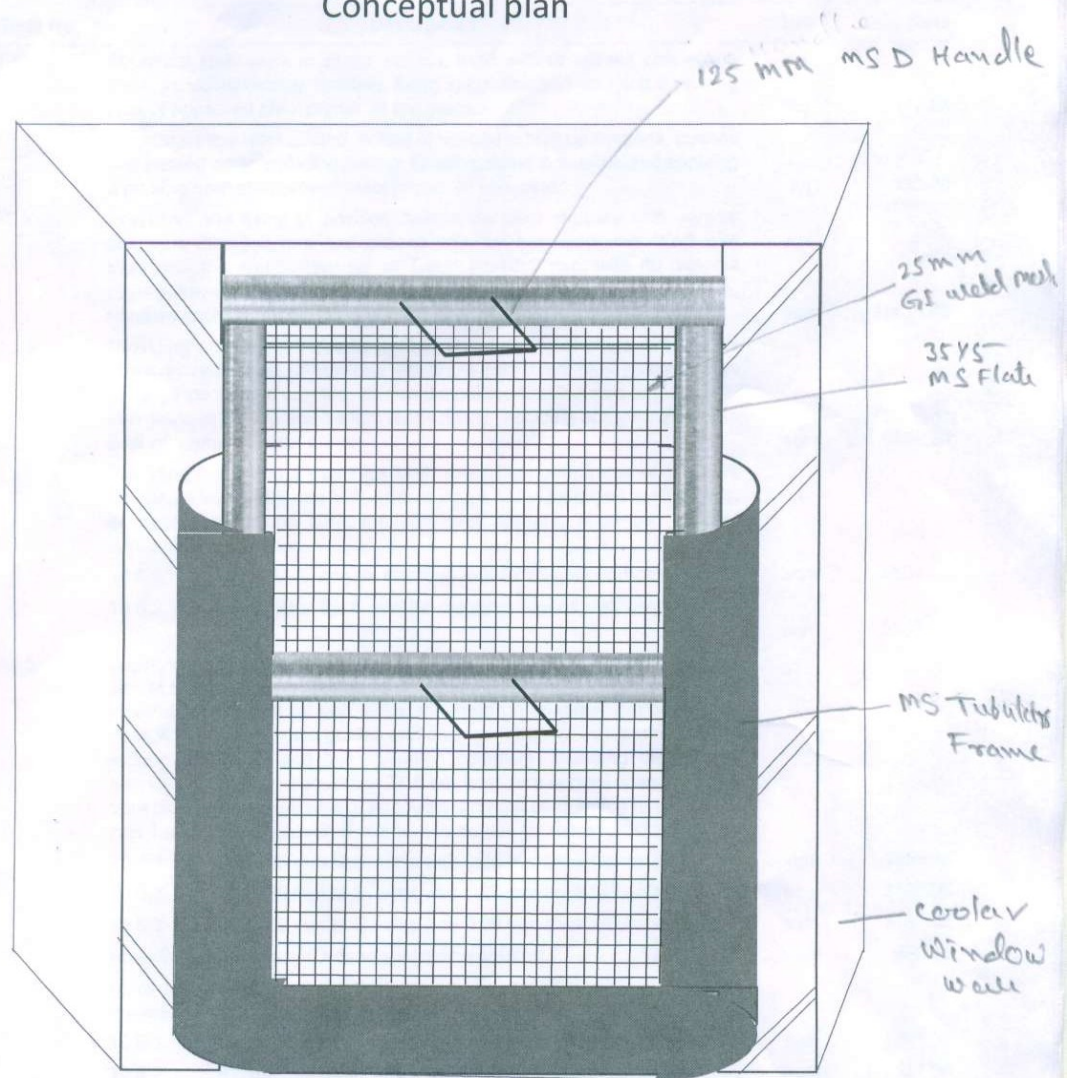
This guarantee shall be valid until the <dd/mm/yyyy). {This date to be defined as per clause 11 of Terms and Conditions of tender

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Conceptual plan



SECTION - III

GENERAL RULES AND DIRECTIONS

GENERAL RULES AND DIRECTIONS

1. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must sign on his behalf by a person holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.
2. Receipts for payments made on account of work when executed by a firm must also be signed by the several partners except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the partners or by some other person having authority to give effectual receipts for the firm.
4. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest tender.
5. If it is found that the tender is not submitted in proper manner or contains too much corrections and/or absurd rates or amount, it would be open for the officer inviting tenders to take suitable disciplinary action against the contractor. The tenderers shall sign a declaration under the official Secret Act for maintaining secrecy of the tender documents, drawings or any other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.

CLAUSES OF CONTRACT

CLAUSE 1: PERFORMANCE GUARANTEE

- i The contractor shall submit an irrevocable Performance Guarantee of 5% (Three percent of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within 7 days of issue of letter of intent and / or work order. This period can be further extended by the Engineer-in-charge upto a maximum period of 3 days on written request of the contractor stating the reason for delays in procuring the bank Guarantee, to the satisfaction of the Engineer-in-charge. This guarantee shall be in the form of Government Securities or fixed deposit receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the to HRI to make good the deficit.
- ii A letter of intent shall be issued in the first instance informing the successful tenderer of the decision of the competent authority to accept his tender and the award letter shall be issued only after the performance Guarantee in any of the prescribed form is received. In case of failure by the contractor to furnish the performance guarantee within the specified period. If the performance security is not submitted by the contractor within stipulated period, then a penalty @0.1% per day of performance security will be imposed.
- iii The performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.

CLAUSE 1-A: RECOVERY OF SECURITY DEPOSIT

The person (s) whose tender(s) may be accepted (hereinafter called the contractor) shall permit HRI at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount to each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 2.5% of the tendered value of the work. Such deductions will be made and held by HRI by way of Security Deposit unless he has / they have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed Deposit Receipts. In case a fixed deposit receipt of any bank is furnished by the contractor to the Government as part of the security deposit and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the to the HRI to make good the deficit.

All compensation or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due to or may become due to the contractor by HRI or any account whatsoever and in the events of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or flexed deposit receipt tendered by the state Bank of India or by scheduled banks or Government Securities (if deposited for more than 12 months) endorsed in favour the Registrar, HRI any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money if deposited at the time of tenders will be treated a part of the Security Deposit.

CLAUSE 2: COMPENSATION FOR DELAY AND BUFFER PERIOD:

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence. For delay in work, the contractor shall pay a compensation an amount equal to 1.5% of the order value per month from the end of stipulated period or (extended the period if any with or without penalty) of contract till the actual completion of work. However, penalty amount will not be more than 10% of order value. If it is found that party is not taking interest during delay period for completing the work then competent authority of Institute may also take decision for terminating the order/contract of concerned work. In this case, their Performance security and any other Security money may also be forfeited.

BUFFER PERIOD:

Compensation will be recovered from the contractor if the work is not completed within 10 days after due date of completion. The buffer period of 10 days relates to only to the final completion of the work as whole and does not apply to the interim schedule of progress. In the event of the work being completed beyond the period of 10 days after the date of completion specified in the tender, the entire period inclusive of the buffer period shall be taken into account for calculating the amount of compensation.

CLAUSE-3: DETERMINATION OF CONTRACT: POWERS OF ENGINEERS –IN-CHARGE.

Subject to other provisions contained in this clause, the Engineer-in-charge may, without prejudice to his any other right or remedy against the contractor in respect of any delay, inferior workmanship, otherwise or to any rights or remedies under any of the provisions of this contract or otherwise and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- i. If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workman-like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.
- ii. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- iii. If the contractor commits breach of any of the terms and conditions of this contract.
- iv. If the contractor commits any acts mentioned in Clause 2 hereof.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Director, HRI have powers:

- a. To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission, the Earnest Money Deposit, the Security Deposit already recovered and Performance Guarantee under the contract, shall be liable to be forfeited, and shall be absolutely at the disposal of the HRI.

- b. To employee labour paid by the HRI and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer-in-charge shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respect in the same manner and at the same rates as if it has been carried out by the contractor under the terms of his contract. The certificate of the Engineer-in-Charge as to the value of the work done shall be final and conclusive against the contractor, provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Department are less than the amount payable to the contractor at his agreement rates, the difference should not be paid to the contractor.
- c. After giving notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contract to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by HRI under this contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be.

In the event of any one or more of the above courses being adopted by the Engineer-in-charges the contractor shall have no claim to compensation for any loss sustained by him reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And incase action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under this contract unless and until the Engineer-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 3A: In case the work cannot be started due to reasons not within the control of the contractor within 1/4th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

CLAUSE 4: Contractor liable to pay compensation even if action not taken under Clause 3:

In any case in which any of the powers conferred upon the Engineer-in-Charge by clause 3 thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of or (at sole discretion of the Engineer-in-Charge which shall be final) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge all or any tools, plant, materials and stores, in or upon the works, or the site thereof, belonging to the contractor, or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-charge whose certificate thereof shall be final, otherwise the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificates of the Engineer-in-Charge as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

CLAUSE 5: TIME EXTENSION AND FOR DELAY:

The time allowed for execution of the works as stipulated in the NIT / Tender documents, or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in letter of acceptance or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid, HRI shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money performance guarantee absolutely.

5.1 As soon as possible after the contract is concluded the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones mutually agreed as above.

5.2 If the works (s) be delayed by:

- (i) Force majeure, or
- (ii) Abnormally bad weather, or
- (iii) Serious loss or damage by fire, or
- (iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- (vi) Non availability or break down of tools and plant to be supplied or supplied by HRI or
- (vii) Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

5.3 Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

In any such case the Engineer-in- Charge may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 15 days of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the engineer-in-Charge and this shall be binding on the contractor.

CLAUSE 6: COMPLETION CERTIFICATE & COMPLETION PLANS.

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge. On the receipt of such notice the Engineer-in-Charge shall inspect the work, and if there is no defect in the work shall furnish the contractor with a certificate of completion otherwise a provisional certificate of completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued but no certificate of completion, provisional or otherwise, shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed, all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements, required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows walls, floors or other parts of any building, in upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Engineer-in-charge. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish, etc., and dispose off the same as he thinks fit and clean off such dirt as aforesaid; and the contractor shall have no claim in respect of any such scaffolding or surplus material as aforesaid except for any sum actually realized by the sale thereof.

6. A: CONTRACTOR TO KEEP SITE CLEAN: When the work is carried out, the splashes and droppings from white washing, colour washing, painting etc. on wall, floors, doors, windows etc. shall be removed and the surface cleaned simultaneously with the completion of these item of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all other items of work in contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through another agency. Before taking such action, the Engineer-in-Charge shall give two days' notice in writing to the contractor.

CLAUSE 7A: MEASUREMENT IN ABSENCE OF THE CONTRACTOR:

Before taking any measurement of any work, the Engineer-in-Charge or a subordinate deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend at the measurements after such notice or fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-Charge then in any such event the measurements taken by the Engineer-in-Charge or by subordinate deputed by the him as the case may be shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

CAUSE 8: EXCAVATED /DISMANTLED MATERIALS WILL BE GOVT. PROPERTY: The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work etc. as HRI property and such materials shall be disposed off to the best advantage of HRI according to the instructions in writing issued by the Engineer-in-Charge.

CLAUSE 9: WORK TO BE EXECUTED AS PER SPECIFICATIONS, DRAWINGS, ORDERS, ETC:

The contractor shall execute the whole and every part of the work in the most substantial and otherwise in every respect in strict accordance with the specifications.

CLAUSE 10: SETTLEMENT OF DISPUTES & ARBITRATION:

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned here-in after.

- i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Engineer-in-Charge in writing for written instruction or decision. Thereupon, the Engineer-in-Charge shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.

If the Engineer-in-Charge fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Engineer-in-Charge, the contractor may, within 15 days of the receipt of Engineer-in-Charge's decision, appeal to the Registrar, who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Registrar shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with his decision, the contractor shall within a period of 30 days from receipt of the decision, give notice to the Director for appointment of arbitrator, failing which the said decision shall be final, binding and conclusive and not referable to adjudication by the arbitrator.

- ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Director in respect of the contracts entered into by any sub-ordinate authority under him. However if the contract is entered into by the Director, the arbitrator shall be appointed by the Department of Atomic Energy. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along-with the notice for appointment of arbitrator and giving reference to the rejection by the Director of the appeal.

It is also a term of this contract that no person other than a person appointed by such Director, as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Government shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The arbitration proceedings shall take place at Prayagraj. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

Any new clause of arbitration (if any) will be superseded the exiting/old one and will be considered for further proceeding in the matter of arbitration.

CLAUSE 11: NO ARBITRATION FOR DECISION ON SUB-STANDARD WORK:

The decision of Engineer in-charge regarding the quantum or reduction as well as justification thereof in respect of rates for sub-standard work which may be decided to be accepted will be final and would not be open to arbitration.

SECTION - III

PART-2

FINANCIAL BID

Schedule of quantities

Tender Inviting Authority: Director, Harish-Chandra Research Institute

Name of Work: Making arrangement for covering of cooler window in apartments at HRI, Prayagraj

Contract No: HRI/41/2025

Name of the Bidder/ Bidding Firm / Company:

PRICE SCHEDULE

(This BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	RATE (including all taxes) In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT INCLUDED ALL TAXES in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	1700	Kg		0.00	INR Zero Only
2	Providing and fixing M.S. Tubular frames for windows/ventilators with rectangular/ L-Type sections, made of 1.60 mm thick M.S. Sheet, joints mitred, welded and grinded finish, with profiles of required size, including fixing of necessary butt hinges and screws and applying a priming coat of approved steel primer. Fixing with 15x3 mm lugs 10 cm long embedded in cement concrete block 15x10x10 cm of C.C. 1:3:6 (1 Cement: 3 coarse sand: 6 graded stone aggregate 20 mm nominal size)	1300	Kg		0.00	INR Zero Only
3	Providing & fixing G.I. weld mesh to windows with M.S. Flat 15x3 mm and nuts & bolts complete. Galvanised M.S. weld mesh with 2.5 mm dia wire and 25 mm aperture on both sides	900	Kg		0.00	INR Zero Only
4	Providing, Fixing, welding & riveting in position MS D handle 125 mm long heavy quality with required screw, washer etc. complete as approved by Engineer in charge.	250	Each		0.00	INR Zero Only

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	RATE (including all taxes) In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT INCLUDED ALL TAXES Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
5	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade: Two or more coats on new work over an under coat of suitable shade with ordinary paint of approved brand and manufacture.	350	Sqm.		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				