



हरिश-चन्द्र अनुसंधान संस्थान
Harish-Chandra Research Institute

TENDER FOR

**“INTERNAL REPAINTING OF SOME FLATS AT HRI,
PRAYAGRAJ -211 019”**

TENDER NOTICE NO. HRI/33/2022

Harish-Chandra Research Institute

Chhatnag Road, Jhunsi, Prayagraj

INVITING TENDER FOR

“INTERNAL REPAINTING OF SOME FLATS AT HRI, PRAYAGRAJ

Bid Reference No. : NIT – HRI/33/2022

Last date and time for submission of bids : 15.12.2022 up-to 1100 Hrs.

Date and time of opening of Bid : 16.12.2022 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,
0532-2274447,
(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 : 23 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
Acting 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: Internal repainting of some flats at HRI, Prayagraj

Tender Notice No.: HRI/33/2022

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SECTION - I

NOTICE INVITING TENDERS

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

TENDER NOTICE NO. HRI/33/2022

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 **15.12.2022** and only technical bid shall be opened on **16.12.2022** at **12.00 p.m.** for the work **“Internal repainting of some flats” at HRI, Prayagraj.**

Estimated Cost	EMD	Performance Security	Security Deposit	Time of completion	Tender Cost
Rs. 6.4 lakh	Rs. 12,800/-	@ 3% of tendered amount as per the tender condition	@ 5% of tendered amount as per the tender condition	06 Months	Rs. 590/-

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

Sd/-
Acting Registrar
HRI, Prayagraj.

SECTION - II

TERMS & CONDITIONS

TERMS & CONDITIONS

E-tender in two bids system is invited from eligible contractors for “*Internal repainting of some flats*” at HRI, Prayagraj

Following instructions should be strictly followed while submitting your tender.

1. The bids submitted by the vendors should be valid for a minimum period of 90 days from the date of the opening of technical bid and should be valid till execution of contract agreement.
2. Deadline for receipt of tenders (Part-1 & Part-2) is **11.00 a.m.** on or before **15.12.2022**. 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 **16.12.2022** and your authorised 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. The party has to submit tender fee with their bid. No exemption for tender fee will be entertained.
5. 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. 12,800/-** in favour of 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 period 45 days beyond the validity period (120 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.
6. 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. 6.4 lakhs during last three years ending 31.03.2022. They have to submit a proof of that.
 - (i) Year 2019-2020
 - (ii) Year 2020-2021
 - (iii) Year 2021-2022
 - b. Profile of firm including name of owner, partner(s), employees who are on their master roll/monthly salary, official telephone no./Fax no./e-mail address:
 - c. Copy of PAN & GST registration certificate
 - d. 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 completion certificate of the concerned work.
 - (i) **Three (03) similar works completed** costing not less than Rs. 2.6 lakhs each
OR
Two (02) similar works completed costing not less than Rs. 3.8 lakhs each
OR
One (01) similar works completed costing not less than Rs. 5.2 lakhs
and
 - (ii) **One completed similar work** (either part of (d) or a separate one) costing not less than Rs. 2.6 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 of building**. 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.

7. The party should be registered under GST. They have to submit a proof of Registration with their technical bid otherwise they will not be considered in this tender.
8. 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. 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.
9. The tenders submitted by fax/email will not be considered. No further correspondence will be entertained on this matter.
10. The applicable labour cess related to this work will be deducted from the bill amount.
11. If the contractor start the work and fail to 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.
12. Party should quote their rate inconsideration of material, labour, tools & plants, scaffolding etc. and taxes (except GST) in the SOQ. The rate quoted by party will be considered as fixed and no other charges will be paid except GST or any other mentioned in the tender.
13. 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.
14. A repeat order of work up-to 50% value of contract may be placed within 6 months on mutual consent subject to availability of fund.
15. Procedure for dealing with ambiguities in rates: That if on check there are differences between the rates given by the contractor in words and in figures or in amount worked out by him, the following procedure shall be followed:
 - (a) When there is a difference between the rates in figures and in words, the rates which correspond to the amounts worked out by the contractor shall be taken as correct.
 - (b) When the amount of an item is not worked out by the contractor, or if it does not correspond with the rates written either in figures or in words, then the rate quoted by the contractor in words shall be taken as correct.
 - (c) When the rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rates quoted by the contractor shall be taken as correct and not the amount.
16. 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.
17. 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.
18. The time of completion of work is **06 months** and shall be reckoned from 7 days after the date of issue of work order.

19. The work is to be carried out in most of the occupied flats therefore at time only few flats (even one also) may be given for painting. In that context, request of party to provide more flats at time will not be considered. It may also be chances that vacant flats may not be available for painting for some time therefore party will have to be managed their manpower accordingly.
20. For wall painting six colour have been decided. The residents may choose one/two colour out of six decided colour for his/her residence. As per choice of colour of residents or as decided by concerned Engineer, HRI, the painting work will be carried out by contractor therefore they should quote their rate in consideration of that also.
21. 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.
22. Neither the security deposit nor the retention money shall bear any interest.
23. The contractor will have to take all measures at their own cost related to safety of workers during execution of work.
24. 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 motions 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.
25. 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.
26. Incomplete tenders are liable to be rejected.
27. The contractor shall not assign or sublet the contract for the work of any part thereof.
28. The contractor shall allow the Engineer-in-charge or their representative to inspect and supervise the work during its prepress.
29. 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.
30. 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.
31. **Payment terms:** Party may submit RA bill after completion of 25/50/75% of work for payment and final bill after completion of work. The party may claim GST if applicable in this work with their bill. Institute will pay the amount for GST. However, the liability of depositing tax (GST) to concerned Department will be totally on the contractor & they will have to submit a copy of depository receipt of GST to HRI.
32. No escalation clause related to price hike of material & manpower is applicable in this work.
33. The defect liability period of the work is for one year. During this period if any problem comes related to executed work then party will have to repair the work at their own cost.
34. An amount equal to 5% of tendered value towards Security Deposit shall be recovered. This amount will be recovered @ 10% from your each bill till the amount deducted is equal to concerned security deposit amount. The security money will be returned after 01 year 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. In addition the contractor shall be required to deposit an amount equal to 3% of the tendered 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 the period prescribed in the letter of award issued to contractor. 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.

35. A draft of B.G. for performance security is given (ref. page no. 12, however, some changes in this format may be made by Competent authority of HRI at time of award of LOI).
36. If the party delays the work without any justified reasons, the penalty would be imposed on them. This will be @0.25% of the order value per week 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, Performance security & Security deposit of the party will be forfeited.
37. All labour regulation applicable by the central Labour Commissioner of Govt. of India shall be adhered to strictly.
38. In case the contractor leaves the work or shows unwillingness to do work within stipulated contract period then EMD, Performance security & Security money deposited by party will be forfeited to HRI.
39. In case any discrepancy between terms & conditions and General condition of tender then terms & condition of tender shall take precedence. Similarly specification mentioned under schedule of quantity shall take precedence over General Rural & Directions.
40. 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.
41. 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.
42. Decision of the Director of the Institute will be final & binding for all concerned.
43. 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.
44. All disputes will be subject to Allahabad jurisdiction.

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:

Signature:

Address:

Name:

Designation:

On behalf of company Seal:

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

DRAFT FORMAT OF B.G. FOR PERFORMANCE SECURITY

To,
The Director
Harish Chandra Research Institute,
Chhatnag Road, Jhansi,
Prayagraj (Allahabad)-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

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 signed 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.
3. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertaken each item of the work. Tenders, which proposes any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort including conditional rebates, will be summarily rejected. However, tenders with unconditional rebates(s) will be acceptable. Tenders shall have the name and of the works to which they refer, written on the envelopes.
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 3% (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 10 days of issue of letter of intent and / or work order. This period can be further extended by the Engineer-in-charge up-to 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 up-to 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 alongwith the sum already deposited as earnest money, will amount to security deposit of 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 0.25% of the order value per week 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 15 days after due date of completion. The buffer period of 15 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 15 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 employ 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) Non-availability or break down of tools and plant to be supplied or supplied by HRI or
- (viii) 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 7: MEASUREMENTS OF WORK & SUBMISSION OF BILLS:

A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-Charge for all works executed in the previous months, and the Engineer-in-Charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted as far as possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-Charge may

depute within 7 days of the date fixed as aforesaid, a subordinate to measure up the said work in the presence of the contractor whose countersignature to the measurement list will be sufficient warrant; and the Engineer-in –Charge at his discretion on the basis of a certificate from the Engineer to the effect that the work has been completed up-to the level in question.

CLAUSE 7A: MEASUREMENT IN ABSENCE OF THE CONTRACTOR:

Before taking any measurement of any work as has been referred in above clause thereof, 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.

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 - IV

PART-2

FINANCIAL BID

Schedule of quantities

Tender Inviting Authority: Director, Harish-Chandra Research Institute

Name of Work: "Internal repainting of some flats at HRI, Prayagraj

Contract No: HRI/ 33/2022

Name of the Bidder/ Bidding Firm / Company :	
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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 (without GST) In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without GST in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	Painting two or more coats to give an even shade by Acrylic Emulsion Paint (as per surface requirement of and direction of Engineer-in-charge) of approved make and shade over old painted surfaces at all height, level location including preparing the surface, sand papering, filling up to crevices, scaffolding, roller application etc. all as per manufacturer's recommendation, specifications and as directed by the Engineer-in-charge. Putty required for preparing surface will be provided under relevant items.	3600	Sqm.		0.00	INR Zero Only
2	Painting one or more coats to give an even shade by synthetic enamel paint (as per surface requirement and direction of Engineer-in-Charge) of 1st quality and of approved make and shade/colour on old painted inside/outside surfaces on GI/CI water supply line, waste line, steel windows, wooden doors, cupboards, MS grill etc. including thorough surface preparation, thorough removal of rust, filling up of dents, cracks etc. at all height, level, location, including scaffolding etc. all complete as directed by the Engineer-in-Charge.	1200	Sqm.		0.00	INR Zero Only

3	Providing and applying wall putty using on interior and exterior walls with minimum average thickness of 1 mm to make surface smooth and finished. The application shall be done as per manufacturer's specifications.	1000	Sqm.			INR Zero Only
4	Applying one coat of water thinkable cement primer of approved brand and manufacture on wall surface: Water thinkable cement primer.	1000	Sqm.			INR Zero Only
5	French sprit polishing: one or more coats on old wood work	40	Sqm.			INR Zero Only
6	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq. meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete including disposal of rubbish to the dumping ground within 50 meters lead: With cement mortar 1:4 (1cement: 4 coarse sand)	20	Sqm.			INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				