



## CSIR- NATIONAL PHYSICAL LABORATORY

(Council of Scientific & Industrial Research)

Dr. K.S. Krishnan Marg,

New Delhi-110012

**Name of work:- Shifting of equipments from various laboratories to Metrology Block in the same campus of NPL.**

Important instructions to the tenderers, who intend to use the downloaded version of the tender document.

1. The complete document in the folder to be downloaded and printed on good quality printer. The folder contain the following documents (1 to 25).
  - (A) Notice Inviting Tender.
  - (B) Conditions of the Contract.
  - (C) Scope of work and special terms and conditions.
  - (D) Schedule of quantities including list of equipments for Pahse-I & Phase-II
2. The tenderers are advised to visit the site before submitting the rates.
3. In clause 17(b) of NIT (in volume-1 of contract document) , the minimum value of the work for intermediate certificate – phase wise.
4. All the pages must be signed by the tenderers.



CSIR- NATIONAL PHYSICAL LABORATORY  
(Council of Scientific & Industrial Research)  
Dr. K.S. Krishnan Marg,  
New Delhi-110012

### Notice Inviting Tender (04/0026/2014 W&S)

Sealed tenders in two envelope system are hereby invited for the below mentioned work from specialized agencies, registered to execute similar type of work.

Name of work	Estimated Cost in lac	EMD/Tender Fee (DD in favor of Director NPL, New Delhi)	Time of Completion
Shifting of equipments from various laboratories to Metrology Block in the same campus of NPL.	Rs. 11.94 lac	<u>Rs. 23800/-</u> Rs. 500/-	03 month

#### Important Dates:-

1. Site visit on 01/09/2014 & 02/09/2014, 10.00 AM to 4.00 PM.
2. Pre-bid conference 04/09/2014, 2.30 PM (Venue – Conference Room Ground Floor)
3. Date and time of receipt of tenders 09/09/2014, 2.00 PM.
4. Date and time of opening of tenders {Envelope-(1)} 09/09/2014, 2.30 PM.
5. Date and time of opening financial bid {Envelope-(2)} - To be notified

The firms who have executed satisfactorily the minm. one/two/three similar works (Shifting of equipments/ household goods or other items) each costing not less than Rs. 9.50 lac Rs. 5.90 lac Rs. 4.70 lac respectively within last three years ending on 30/07/2014, are eligible to apply. Envelope (1) will contain documents related to credentials of the company with copies of previously executed works, along with tender fee and EMD complete as per special term & conditions annexed in tender document. Envelope (2) will contain complete tender documents down loaded from website along with financial bid. Envelope (1) of all tenders shall be opened first. Eligibility related documents shall be evaluated and parties qualified/disqualified by the competent authority. Financial bid of qualified tenderers shall then be opened at notified time, date and place in presence of tenderers or their representatives. The qualified firms will be intimated through email & SMS.

The validity of tender will be 90 days after opening of the same. Conditional tenders, tenders without full earnest money in required form, & tender with use of fluid, are liable to be rejected.

The Tender document will be available on website [www.nplindia.org](http://www.nplindia.org). The intended bidder are to download tender document from website. Tenders with incomplete/doubtful credential shall be straightway rejected. Conditional tenders, tenders without full earnest money in required form, & tender with use of fluid, shall be rejected. If contractor left any rate column blank, the rate this item will be treated as zero. The tender document is to be downloaded from website [www.nplindia.org](http://www.nplindia.org).

The NIT is also available at website [www.nplindia.org](http://www.nplindia.org). & [www.tenderhome.com](http://www.tenderhome.com).

Corrigendum/Addendum, if any, will be on [www.nplindia.org](http://www.nplindia.org) only.

Sr. S.E. & Head SASD-04

# **CONTRACT DOCUMENT**

## **CONDITIONS OF THE CONTRACT FOR WORKS & SCHEDULE OF QUANTITIES**

**NAME OF WORK**    Shifting of equipments from various laboratories to Metrology Block in the same  
Campus of NPL.

**NAME OF AGENCY :** .....

**CSIR – NATIONAL PHYSICAL LABORATORY**

**NEW DELHI-110012**

**CSIR – NATIONAL PHYSICAL LABORATORY**

**NEW DELHI-110012**

**Name of work : Shifting of equipments from various laboratories to Metrology Block in the same Campus of NPL.**

**Tender fee deposit information :-**

**Tender fee.....deposited vide bank draft**

**No. .... dated.....**

**Earnest Money Deposit Information :-**

Earnest money for Rs.....deposited in form of crossed demand draft/pay order No. ....drawn in the favour of Director NPL, New Delhi has been enclosed in separate envelope with the tender.

**Signature of the contractor.**

**Note : The contractor is required to sign every page of this document.**

CSIR- NATIONAL PHYSICAL LABORATORY  
(Council of Scientific & Industrial Research)  
Dr. K.S. Krishnan Marg,  
New Delhi-110012

**Notice Inviting Tender (04/0026/2014 W&S)**

Sealed tenders in two envelope system are hereby invited for the below mentioned work from specialized agencies, registered to execute similar type of work.

Name of work	Estimated Cost in lac	EMD/Tender Fee (DD in favor of Director NPL, New Delhi)	Time of Completion
Shifting of equipments from various laboratories to Metrology Block in the same campus of NPL.	Rs. 11.94 lac	<u>Rs. 23800/-</u> Rs. 500/-	03 month

**Important Dates:-**

1. Site visit on 01/09/2014 & 02/09/2014, 10.00 AM to 4.00 PM.
2. Pre-bid conference 04/09/2014, 2.30 PM (Venue – Conference Room Ground Floor)
3. Date and time of receipt of tenders 09/09/2014, 2.00 PM.
4. Date and time of opening of tenders {Envelope-(1)} 09/09/2014, 2.30 PM.
5. Date and time of opening financial bid {Envelope-(2)} - To be notified

The firms who have executed satisfactorily the minm. one/two/three similar works (Shifting of equipments/ household goods or other items) each costing not less than Rs. 9.50 lac Rs. 5.90 lac Rs. 4.70 lac respectively within last three years ending on 30/07/2014, are eligible to apply. Envelope (1) will contain documents related to credentials of the company with copies of previously executed works, along with tender fee and EMD complete as per special term & conditions annexed in tender document. Envelope (2) will contain complete tender documents down loaded from website along with financial bid. Envelope (1) of all tenders shall be opened first. Eligibility related documents shall be evaluated and parties qualified/disqualified by the competent authority. Financial bid of qualified tenderers shall then be opened at notified time, date and place in presence of tenderers or their representatives. The qualified firms will be intimated through email & SMS.

The validity of tender will be 90 days after opening of the same. Conditional tenders, tenders without full earnest money in required form, & tender with use of fluid, are liable to be rejected.

The Tender document will be available on website [www.nplindia.org](http://www.nplindia.org). The intended bidder are to download tender document from website. Tenders with incomplete/doubtful credential shall be straightway rejected. Conditional tenders, tenders without full earnest money in required form, & tender with use of fluid, shall be rejected. If contractor left any rate column blank, the rate this item will be treated as zero. The tender document is to be downloaded from website [www.nplindia.org](http://www.nplindia.org).

1. The Employer does not bind himself to accept the lowest or any tender and reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted.
2. Canvassing in connection with the tenders is prohibited and the tenders submitted by the contractor who resort to canvassing are liable for rejection.
3. The tenderer shall not be permitted to tender for works in the concerned unit of CSIR in which a relative is posted in the grade between Controller of Administration and Junior Engineer, (both inclusive) He shall also intimate the names of persons who are working with him in any capacity or subsequently employed by him and who are relatives as mentioned above.

**Note:**

A person shall be deemed to be a restive of another if and only if, (a) they are members of a Hindu undivided family; or (b) they are husband and wife; or (c) the one is related to the other in the following manner: Father, Mother (including step mother), Son (including step son), Son's wife, Daughter (including stepdaughters), Father's father, Son's son, Son's son's wife, Son's daughter,

Son's daughter's husband, Daughter's husband, Daughter's son. Daughter's son's wife, Daughter's daughter, Daughter's daughter's husband, Brother (including step brother), Brother's wife, Sister (including step sister), Sister's husband.

4. Tender submitted shall remain valid for 90 days from the date of opening for the purpose of acceptance and award of work, validity beyond 90 days from the date of opening shall be by mutual consent.
5. The tenderer shall quote rates both in figures and words He shall also work-out the amount for each item of work and write in both figures and words. On check if there are differences between the rates quoted by the tenderer in words and in figures or in the amount worked out by him, the following procedure shall be followed:
  - (i) When there is a difference between the rates in figures and in words, the rates which correspond to the amounts worked out by the tenderer shall be taken as correct.
  - (ii) When the amount of an item is not worked out by the tenderer or it does not correspond with the rate written either in figures or in words, the rate quoted by the tenderer in words shall be taken as correct.
  - (iii) When the rate quoted by the tenderer in figures and in words tallies but the amount is not worked out correctly the rate quoted by the tenderer shall be taken as correct and not the amount.
6. The tenderer should see drawings and in case of doubt obtain particulars, which may in any way influence his tender from the Engineer as no claim whatsoever will be entertained for any alleged ignorance thereof.
7. Before tendering, the tenderer shall inspect the site to fully acquaint himself about the condition in regard to accessibility of site, nature and extent of ground, working condition of site and locality including stacking of materials, installations of tools and plants (T&P) etc., conditions affecting accommodations and movement of labour etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the Employer in any circumstances.
8. Earnest money will be forfeited if the contractor fails to commence the work as per letter of award.
9. Except writing rates and amount, the tenderer should not write any conditions or make any changes, additions, alterations and modifications in the printed form of tenders Tenderers who are desirous to offer rebate the same should be brought out separately in the covering letter and submitted along with the tender.
10. Some of the provisions of General Conditions of Contract are given below. Interpretation however shall be as given in the General Conditions of Contract.

#### **ARTICLES OF AGREEMENT**

ARTICLES OF AGREEMENT MADE AT \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_  
BETWEEN the Council of Scientific & Industrial Research, New Delhi, a Society registered under the Societies Registration Act 1860 (Hereinafter referred to as the Employer, which expression shall include its successors and assignees and authorised officers of the Society) of the one part and \_\_\_\_\_ trading in the name and style of; \_\_\_\_\_ (herein after referred to as the contractors) which expression shall include his their respective heirs, executors, administrators and permitted assignees) of the other part. WHEREAS the Employer is desirous of getting the work of \_\_\_\_\_ ; \_\_\_\_\_ done and has caused drawings, schedule of Quantities and Specifications describing the work to be prepared. AND Whereas the said specifications and the schedule of quantities and other documents have been signed by on behalf of the parties.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS ;

1. In consideration of the payments to be made to them as hereinafter provided me Contractor shall upon and subject to the conditions hereinafter contained execute and complete, the work at the rates specified in the

attached schedule of quantities and with such materials as are provided for and in accordance in all respect with specifications, designs, Drawings and instructions in writing.

Time for carrying out the work will be \_\_\_\_\_ and the date of commencement shall be reckoned from the tenth day of issue of award letter

2. The Employer shall pay to the Contractors such sums as shall become payable here under at the times and in the manner specified in the said conditions.
3. This agreement contains the following documents in addition to pages of Articles of Agreement.

- (i) General Conditions of Contract Page No \_\_\_\_\_ to \_\_\_\_\_
- (ii) Special Conditions Page No. \_\_\_\_\_
- (iii) Additional Conditions Page No. \_\_\_\_\_
- (iv) Indenture for Secured Advance Page No \_\_\_\_\_ - \_\_\_\_\_
- (v) Original tender document along with the covering letter of the firm dated \_\_\_\_\_ Page No. 1 to \_\_\_\_\_

(vi) \_\_\_\_\_

(vii) \_\_\_\_\_

(viii) \_\_\_\_\_

in witness whereof the parties hereto have set their respective hands the day and year here in above written.

**SIGNED BY, FOR AND ON BEHALF OF EMPLOYER** \_\_\_\_\_.

In the presence of

(1) \_\_\_\_\_ (2) \_\_\_\_\_

**SIGNED BY THE SAID CONTRACTOR**

In the presence of

(1) \_\_\_\_\_ (2) \_\_\_\_\_

## **GENERAL CONDITIONS OF CONTRACT**

### **1. INTERPRETATION**

(a) In construing these conditions, the Specifications, the Schedule of Quantities; Tender, Special Conditions and Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires.

(b) This contract shall comprise of the Articles of Agreement, General Conditions of Contract, Special Conditions, Additional Special Conditions, the Schedule of Quantities, Specifications, letter of acceptance of tender and other documents mentioned in the contents sheet attached hereto and including those to which only reference is made herein.

#### **WORK OR WORKS:**

Shall mean all worker works defined in schedule of quantities, specifications and such other work or works as the contractor may be entrusted with for carrying out under this contract

#### **"EMPLOYER":**

Shall mean Director-General, CSIR or any officer authorized by Director-General for the purpose.

#### **ENGINEER:**

Shall mean the Engineer designated by the Employer to superintend and perform other duties as indicated in the contract.

#### **CONTRACTOR:**

Shall mean the individual or firm or firms or Company, whether incorporated or not, undertaking the work and shall include the legal personal representative or such individual or the persons

composing such Firm or Company or the successors of such Firm or Company and the permitted assignees of such individual or Firm or Firms or Company.

**SITE:**

Shall mean the site of the contract works including any buildings and erections there on and any other land adjoining thereto (inclusive) as aforesaid allotted by the Employer or the Engineer for the contractor's use.

**2. COMPENSATION:**

Shall mean all sums payable by way of compensation under any of the conditions shall be considered as reasonable compensation without reference to the actual loss or damage sustained and whether or not any damage sustained, and whether or not any damage shall have been sustained. Words imputing persons include firms and corporations;; words imputing the singular only also include the plural and vice versa where the context so required. The headings are given to the clauses for convenience and they will not limit the meaning or scope of the clauses in "any way.

**3A SUFFICIENCY OF TENDER**

The contractor shall be deemed to have satisfied himself before tendering as to correctness and sufficiency of the tender for the works and the rates and the prices quoted in the schedule of items, which rates and the prices shall, except as otherwise provided, cover all his obligations under the contract and all matter and things necessary for the proper completion and maintenance of the works.

**4. AUTHORITIES, NOTICES & PAYMENTS**

(a) The contractor shall conform to any regulations and bye-laws of any corporation and of any electricity supply company and authorities with whose systems the structure is proposed to be connected, and shall before making any variations from the drawing and specifications that

may be necessitated for so conforming by giving written notice to the Engineer specifying the variations proposed to be made, the reasons for making it and apply for instructions there on. If the compliance with this clause involves any extra work not included in this contract, he shall specify these items of work and the allowance of extra payment required on their account.

(b) The contractor shall give all notices required by the said regulations or bye-laws to be given to any Authority and pay to such Authority or to any public office all fees that may be chargeable in respect of the works and lodge the receipts with the bill to the Engineer for reimbursement.

**5. RATES TO INCLUDE ALL TAXES**

(a) Rates quoted by the contractor shall include sales tax, duties, octroi, toll tax, royalties and all other taxes in respect of this contract and the Employer shall not entertain any claim whatsoever in this respect. Tendered rates are inclusive of all taxes and levies payable under the respective statutes. However pursuant to the Constitution (Forty Sixth Amendment) Act, 1982 if any further tax or levy is imposed by Statutes, after the date of receipt of tenders and the contractor thereupon necessarily and properly pays such taxes, levies the contractor shall be reimbursed the amount as per the rules on producing proof of payment so made provided such payments, if any, is not in the opinion of the Employer (whose decision shall be final and binding) attributable to delay in executing of work within the control of the contractor.

(b) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised



representative of the Employer and further shall furnish such other information and documents as the Employer may require.

- (c) The contractor shall within a period of thirty days of imposition of any further tax or levy pursuant to the Constitution (Forty Sixth Amendment) Act, 1982 give a written notice thereof to the Employer that the same is given pursuant to this condition together with all necessary information relating thereto.

## **6. ASSIGNMENT OR SUB-LETTING**

- (a) The contract shall not be assigned or sublet without the written approval of the Employer. And if the contractor shall assign or sub-let his contract or attempt to do so or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so or if any bribe, gratuity or gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor or any of his servants or agents to any person in the employment of the Employer in any way relating to his office or employment, or if any such employee or person shall become in any way directly or indirectly interested in the contract, the Employer shall have the power to adopt any of the courses specified under clause 23 as may be best suited to the interest of the Employer and in the event of any of the courses being adopted the consequences specified in the said clause shall ensue.
- (b) Where the contractor is a partnership firm, the approval in writing of the Employer shall be obtained before any changes in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement hereunder the partnership firm would have the right to carry out the work hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned or sublet in contravention of clause 13(a) and the same action may be taken and the same consequences shall ensue as provided in the said clause 13(a).

## **7. INDEMNIFYING AGAINST DAMAGES TO PERSONS, PROPERTY & STATUS**

The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of work.

- (a) The contractor shall be responsible for all injury to persons, animals or things, and for all damage, whether such injury or damage arises from carelessness or accident in any way connected therewith. This clause shall be held to include inter alia any damage due to causes as aforesaid to work, building (whether immediately adjacent or otherwise) and to roads, streets, foot paths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract by inclemency of weather. The contractor indemnifies the Employer and holds him harmless in respect of all expenses arising from such injury or damages as aforesaid and also in respect of any award of compensation or damage consequent upon such claim including legal costs.
- (b) The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contracted works complete and perfect in every respect and so as to make good and otherwise satisfy all claims for damage as aforesaid to the property of third parties.
- (c) The contractor also indemnifies the Employer against all claim which may be made upon the Employer for acts during the currency of this contract by any employee or representative of an employee of the contractor or any sub-contractors, employed by him, for any injury to or loss of life, of such employees, or for compensation payable under any law for the time being in force to any workmen or to the representative of any deceased or incapacitated workmen.

- (d) The contractor also indemnifies the Employer against all claims which may be made upon the Employer for acts during the currency of this contract by the Central/State Government or local Municipal authorities for the non Compliance of any laws, regulations, rules pertaining to wages act, safety act in force and any amendments thereof in respect of all labour and apprentices directly or indirectly employed in the work Under this contract.
- (e) The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation cost, charges and/or expenses arising or accruing from or in respect of any such claim and / or damages as aforesaid from any sum or sums due or to become due to the contractor or security deposit.
- (f) The contractor shall indemnify the Employer against any action, claim or proceedings relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against the Employer in respect of any such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom. Provided that the contractor shall not be liable to Indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the said Employer or hrs authorised representative.

#### **8. LIEN IN RESPECT OF CLAIMIN OTHER CONTRACTS**

- (a) Any sum of money due and payable to the contractor including the security deposit under the contract may be with held or retained by way of lien by the Employer or Government or any other contracting persons or persons against any claim of the Employer or Government or such other persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Employer or Government or with such other persons.
- (b) It is agreed term of the contract that the sum of money so withheld or retained under this clause by the Employer will be kept withheld or retained as such by the Employer or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the Arbitrator if the contract is governed by arbitration clause or by the competent court as the case may be, and that the contractor shall have no claim for interest or damages whatsoever oh this account or any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

#### **9. WITHHOLDING & LIEN IN RESPECT OF SUMS CLAIMED**

- (a) Whenever any claim of claims for payment 6f a sum of money arises out of or under the contract against the contractor, the Employer shall be entitled to withhold and also have a lien to retain such sum 6Y sums in whole or in part from the security deposit, if any deposited by the contractor and for the purpose aforesaid, the Employer shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalisation or adjudication of any such claim. In the event of the security deposit being insufficient to cover the claimed amount or amounts or if no security deposit has been taken from the contractor, the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same or any other contract, with the Employer or any contracting person pending finalisation or adjudication of any such claim. It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred above, by the Employer will be kept withheld or retained as such by the Employer till that claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court as the case may be and the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company the Employer shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum payable to any Partner/Limited company, as the case may be, whether in his individual capacity or otherwise.

- (b) The Employer shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed the contractor shall be liable to refund the amount of overpayment and it shall be lawful for the Employer to recover the same from him in the manner prescribed in sub-clause (a) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such underpayment shall be duly paid by the Employer to the contractor. Provided that the Employer shall not be entitled to recover any sum over-paid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Employer on the one hand and the contractor on the other hand, under any term of contract permitting payment for work after assessment, by the Employer.

10. **IN-CASE OF DEATH OF CONTRACTOR**

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Employer shall have the option of terminating the contract without compensation to the contractor.

11. **COMPENSATION FOR DELAY**

(a) The time for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be deemed to be the essence of the contract on the part of the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and the contractor shall pay as compensation an amount equal to one per cent or such smaller amount as the Employer (Whose decision in writing shall be final) may decide on the amount of the whole work as shown in the agreement, for every week that the work remains uncommenced or unfinished after the proper dates.

(b) And further to ensure good progress during the execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month (save for special jobs) to complete one-eighth of the whole of the work before one-fourth of the whole time allowed under the contract has elapsed; three eighths of the work before one-half of such time has elapsed, and three-fourths of the work before three-fourths of such time has elapsed. However for special jobs if a time schedule has been submitted by the contractor and the same has been accepted by the Employer, the contractor shall comply with the said time schedule. In the event of the contractor failing to comply with this condition, he shall be liable to pay as compensation an amount equal to one per cent or such smaller amount as the Employer (whose decision in writing shall be final) may decide on the said cost of the Work for every week that the due quantity of work remains incomplete. Provided that the entire compensation to be paid under the provisions of this clause shall not exceed ten per cent on the cost of the work as shown in the agreement.

12. **DAMAGE TO WORKS IN CONSEQUENCE OF HOSTILITIES OR WAR-LIKE OPERATIONS**

(a) The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Employer and a certificate from him to that effect obtained. In the event of the work or any materials properly brought-to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or war-like operations, the contractor shall, when ordered in writing by the Employer, remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking, removal of serviceable materials and for the reconstruction of all works ordered by the Employer such payment being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for the compensation shall be assessed by the Employer. The contractor shall be paid for the damage/destruction suffered and for restoring the material at the rates based on the analysis of rates tendered for in accordance with the provision of this agreement. The certificate of the Employer regarding

the quality and quantity of materials and the purpose for which they were collected shall be final and binding on the contractor.

- (b) Provided always that no compensation shall be payable for any loss in consequence of hostilities or war-like operations (i) unless the contractor had taken all such precautions against Air Raid as are deemed necessary by the A.R.P. Officers or the Employer, (ii) for any materials etc., not on the site of the work or for any tools and plant, machinery, scaffolding, temporary buildings and other things not intended for the work.
- (c) In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Employer.

### **13. EXTENSION OF TIME**

If the contractor shall desire an extension of time for the completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Employer within thirty days of the date of hindrance on account of which he desires extension-as aforesaid, and the Employer shall, if in his opinion (which shall be final) reasonable grounds shown therefor, authorise such extension of time if any, which may, in his opinion, be necessary or proper. In the event, the value of work exceeds the value of the Bill of Quantities owing to variations the contractor shall be entitled to ask for extension of time in proportion to the increased value of work.

### **14. SUSPENSION OF WORK BY CONTRACTOR**

The Employer may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damages in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice absolutely determine the contract in any of the following cases:

- i) if the contractor having been given by the Engineer a notice to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or unworkman-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 in the judgment of the Employer (which shall be final and binding) he will be unable to ensure 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 bound 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 of creditor to appoint a receiver or a manager or which entitle the court to make a binding 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 - 13 thereof.
- (b) When the contractor has made himself liable for action under any of the cases aforesaid, the Employer shall have the following powers:
    - i) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Employer shall be conclusive evidence). Upon such determination or rescission the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.
    - ii) The Engineer may employ labour paid by the Employer 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 Engineer shall be final and conclusive against the contractor) and crediting him with the Value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Engineer 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 Employer are less than the amount payable to the contractor at his agreement rates, the difference should not be paid to the contractor.

- iii) 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 contractor 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 exceed the certificate in writing of the Engineer 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 the Employer under this contract or any other account whatsoever or from his security deposit.
- iv) In the event any one or more of the above courses being adopted by the Employer the contractor shall have no claim to compensation for any loss sustained by him by 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 in case 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 thereof or actually performed under this contract unless and until the Engineer 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.

## **INDENTURE FOR PERFORMANCE GUARANTEE**

### **Council of Scientific & Industrial Research**

In consideration of Council of Scientific & Industrial Research (hereinafter) called "The Council" having awarded to M/s \_\_\_\_\_ ; \_\_\_\_\_ a company registered under the Companies Act 1956 (hereinafter) called the contractor, a contract for (hereinafter) called the said contract under the terms and conditions of an Agreement date \_\_\_\_\_ made between the Council and the Contractor hereinafter called the said agreement and Council agreed to accept a Deed of Guarantee as herein provided for Rs \_\_\_\_ . \_\_\_\_ . \_\_\_\_ (Rupees \_\_\_\_\_ only) from a Scheduled Bank towards due performance of the contract by the Contractor as per the terms and conditions of the contract on the condition that the Bank on demand from the Council and without demur pay to the Council the aforesaid amount.

We, \_\_\_\_\_ Bank Ltd., (hereinafter) referred to as 'bank do hereby undertake to pay to Council and amount not exceeding Rs \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Council by reasons of any breach or breaches of any of the terms of conditions of the said agreement by the said contractor.

We, \_\_\_\_\_ Bank Ltd., do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Council by stating the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Council for reasons of any breach by the said contractor(s) of any of the terms & conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this grantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_

This guarantee shall come into force immediately and continue in force and remain valid till six months after the completion of all works under the said contract which according to the - terms of the said contract, should be six months from the probable date of completion.viz., the \_\_\_\_\_ day of \_\_\_\_\_ If, however, the period of the completion of the works under the said contract is for any reason extended and upon such extension if the Contractor fails, before the terms of this guarantee expire, to furnish a fresh or renewed guarantee for the extended period, the Bank shall pay to Council and said sum of Rs. \_\_\_\_\_ i\_ or such lesser sum as Council may demand.

This guarantee shall not be affected by any change in the constitution of the Bank or of the Contractor.

Notwithstanding anything here in before contained, the liability of the Bank under this guarantee is restricted to Rs. (Rupees only) and the guarantee shall remain in force till day of 20 unless claim or demand under this guarantee is presented to the Bank within six months from that date all the rights of Council under this guarantee shall be forfeited and the Bank shall be released and discharged from all obligations hereunder.

**CSIR-NATIONAL PHYSICAL LABORATORY  
NEW DELHI**

**Name of Work: Shifting of equipments from various laboratories to Metrology Block in the same Campus of NPL.**

**Scope of work & special Terms and Conditions:-**

The scope of work include shifting of various equipments as per enclosed list from various laboratories to Metrology Block within NPL Campus. The equipments are to be shifted in two phases. The first phase will start immediately after issue of letter of award and is to be completed within Ten days. The second phase will start after around two months and will required to be completed within a period of three weeks of communication from NPL for start of phase-II. The job will include shifting of equipments, apparatus or any other item as per enclosed list in annexure, manually/mechanically and placing in new pre-decided position safely with all precautions. The job will exclude dismantling and re-assembling of the equipment. The intending agencies are required to take care of safety of the equipments as well as building.

1. The successful bidder will be required to submit Performance Guarantee of 10% of tendered amount in shape of Demand Draft/FDR in the name of Director, NPL, New Delhi or Bank Guarantee for a period, contract period plus sixty days. The EMD and performance guarantee will be released within 15 days after successful completion of work.
2. The rate will include all taxes including service tax, if any.
3. Normally packing of equipments is not required. However, the rate will include packing/unpacking of fragile items, if any.
4. . The equipments should be handled by skilled labour under technical supervision to avoid any damage to equipments/instruments etc.
5. The equipments are to be shifted to specific locations on ground, Ist and IInd floor in Metrology Block.
6. The agency is to take satisfactory shifting certificate from each division.
7. Tax deduction at source (TDS) for income tax as per law shall be made from the bills while releasing the payment.
8. As time is essence of contract, the date of completion of the work in case of award should be strictly adhered to, otherwise the Director, NPL New Delhi reserves the right not to accept the job in part or in full and to claim liquidated damages @ 1% per week subject to maximum of 10% of the total value of the contract

The tenders are to be submitted in two envelope system.

**The first envelope will contain :-**

**1. Credentials of the agency including:-**

- (a) In house facility available for transportation, number of workers, supervisors and other staff.
- (b) Copy of Sales Tax registration.
- (c) Experience certificates in similar type of works as per NIT, in the form of satisfactory completion certificate or work order duly endorsed by agency that the work was completed satisfactorily by the firm.
- (d) Copy of partnership deed, if not propriety firm.
- (e) Copy of PAN Card.
- (f) Any other important documents.

**2. EMD and Tender Fee in the form of Demand Draft, in name of Director, NPL.**

**The second envelope will contain complete downloaded tender document including financial bid.**

Envelope (1) will be opened first at notified time in the presence of committee members. Eligibility related documents shall be evaluated and parties qualified/disqualified by the competent authority. Financial bid of qualified tenderers shall then be opened at notified time, date and place in the presence of tenderers or their representatives.

**CSIR-NATIONAL PHYSICAL LABORATORY  
NEW DELHI**

**Name of Work:** Shifting of equipments from various laboratories to Metrology Block in the same Campus of NPL.

**SCHEDULE OF QUANTITIES**

Note :-

1. The rates are to be quoted on L.S. basis all inclusive of taxes.
2. Bidders are advised to see the enclosed list of equipments etc. and their present location, building where the equipments are required to be shifted.

S. No.	Description of item	Amount in figure	Amount in words
1	Shifting of equipments, <b>as per enclosed list</b> , from various laboratories to Metrology Block in the same Campus of NPL with safety measures, complete as per contract document.		
	<b>Phase-I</b>		
	<b>Phase-II</b>		
	<b>Grand Total =</b>		

**Signature of the Bidder  
With date**



Name of work:- Shifting of equipments from various laboratories to Metrology Block in the same campus of NPL.

List of equipments to be shifted – PHASE-I

S. No.	Name of equipment	Qty	Present location	Apprx. Size	Apprx.Wt. kg	Remark
<b>Mass Standards, 5.01</b>						
1	Equal arm balance – 10 kg	1	Main building, Room No. 21	1050 ´ 580 ´ 1110mm	110	Special care should be taken
2	Calibration chamber	2	Main building, Room No. 106	1800 ´ 1800 ´ 900	200	Special care should be taken
3	Reference liquid rack	2	Main building, Room No. 106	1800 ´ 900 ´ 450	120	Special care should be taken
4	Hydraulic lift	1	Main building, Room No. 40A	-	150	Special care should be taken
<b>Optical Radiation Standards, Sub Div. 5.04</b>						
5	A. Spectrum GX Perkin–Elmer NIR-FT-Raman Spectroscope		Main building, Room No 126 A	80×100×40	140	Delicate Instruments
	B. Laser					
	C. Table (02 Nos.)			40×40×10		
	D. Computer and its peripherals					
				120×75×75		
6	(1) Honey comb optical Table		Main building, Room No 137	240x120x96	600	
7	LED System (housing optical bench, detector, baffles, supply etc.)		TEC-8	427x305x122	200	
8	Honey comb optical Table		TEC-8	183x122x96	200	
9	Honey comb optical Table		TEC-8	183x122x96	200	

10	Honey comb optical Table		131 B	120x120x120	200		
<b>Pressure Standards (5.06.01)</b>							
11	a) National Hydraulic Primary Pressure Standard (NPLH-1) with accessories	1	TEC-10A	a) Control panel size 53"x30"x76"	750	a) Expert advice needed for dismantling and reinstallation, fork lift, crane, trolley etc.	
	b) Make-Harwood			b) weight loading frame size		b) It has to be shifted in a vertical position of existing installation.	
	c) Range 100-1000 MPa			76"x24"		c) Equipment will be shifted in 3 parts as mentioned in a), b) and c) in a fifth weight column.	
12	a) Secondary Hydraulic Pressure Standard	1	TEC-10A	a) DWT Size:- 22"x20"x26	240	a) It is a portable instrument requiring Trolley with manpower	
	b) ) Make- Ruska Instruments Corporation			b) 3 Wooden Boxes carrying weights Size:- 24"x 15"x24"		30	b) Mass set are placed inside wooden 3 boxes
	c) Range-28MPa(low)to 280 MPa( high)						
13	Surface table(metallic)	1	TEC-10A	a) 84"x26"x37"	2000	Needs either fork lift or crane or may be shifted on trolley with huge manpower	
14	Calibration table(stainless steel)	1	TEC-10A	a) 79"x40"x31"x6mm thick	150	a) may be shifted on trolley with manpower. b) Legs are made of 6mm thick angles (6 nos.)	

15	Metal top table		TEC-10H	24" x 36" x 82" Detachable top: 2in thick Mild Steel	>500	
16	Calibration tables(stainless steel)		TEC-10H	a) 80"x40"x32" 15 mm thick	350	
17	Table (Stainless steel)		TEC-10H	a) 72"x30"x35"	120	
18	Solid stone slabwith metal stand		TEC-10H	Stone slab "72"x 36" x 20" Metal stand made of thick angles with six legs	2500	
<b>Vacuum Std D-5.06.02</b>						
19	Force Balanced Piston Gauge		TEC-14H		250	Highly Delicate
<b>Multiferroics &amp; Magnetics, D-2.04</b>						
20	B-H Loop Tracer with Epstein frame,PC etc.		main bldg rm no. 120		600	handle with care
21	Tri-axial Helmholtz coil		main bldg rm no.3		500	handle with care
22	Tri-axial Helmholtz coil		main bldg rm no.3		250	handle with care
<b>AUV &amp; EIC D-5.07</b>						
23	Ultrasonic C-scan system	1	141	2mX2mX1.5m	90	Heavy tank
<b>AC Power &amp; Energy Std D-5.12</b>						
24	Ambient Influence chamber	1	Room No. 102	6ftX7ftX4ft	200	

**Name of work:- Shifting of equipments from various laboratories to Metrology Block in the same campus of NPL.**

**List of equipments to be shifted – PHASE-II**

<b>LH,HF Voltage ,current &amp; microwave std (D-5.10)</b>						
<b>S. No.</b>	<b>Name of equipment which will be shifted</b>	<b>Qty</b>	<b>Present location</b>	<b>(Approx. size)</b>	<b>Approx. Wt. kg</b>	<b>Remarks</b>
1	Coaxial Microcalorimeter , Microwave Power (National Standard)	1	R.No.6 (M.Bldg.)	Cylindrical(dia. 700mm)	200	Sophisticated and Very delicate. To be Handle with great care
<b>Temperature &amp; Humidity Standards(D-5.03)</b>						
2	Water bath Julabo F40-HC	1	Main Bldg. 45	1mx1m	50 kg	To keep vertically upwards
3	Oil Bath Julao FK31	1	Main Bldg. 45	1mx1m	50 kg	To keep vertically upwards
4	Oil Bath Fluke 6331	1	Main Bldg. 45	1mx1m	40 kg	To keep vertically upwards
5	Oil Bath Julabo MT26	1	Main Bldg.45	1.5mx1m	80 kg	Safe movement alumina tube inside
6	High Temp Furnace Heraeus 600TPK	1	Main Bldg. 45	1mx1m	60 kg	Safe movement
7	AC Resistance Bridge F300 system	1	Main Bldg. 45	1mx0.5m	75 kg	Safe movement
8	AC Resistance Bridge	1	Main Bldg. 45			
9	Humidity Generator 2500 with accessories		Main Bldg. 41	1.5mx0.75m	75 kg	Safe movement
10	Fixed point Furnace, 660 C	1	Main Bldg. 40	1mx0.5m	75kg	Safe movement
11	Carbolite Furnace 1600 - H	1	Main Bldg. 40	1.2mx0.5m	50kg	Safe movement

12	Carbolite Furnace 1600 - V with controller	1	Main Bldg. 40	1.2mx0.5m	50kg	Safe movement
13	Fixed point Cell storing box	1	Main Bldg. 40	0.5mx0.3m	40kg	Safe movement
14	Fixed point cell storing Box	1	Main Bldg. 40	0.5mx0.3m	40kg	Safe movement
15	Standard Pyrometers, LP2 & LP4 with accessories	1	Main Bldg. 40	0.5mx0.3m	25kg	Safe movement
16	Argon Triple Point Apparatus	1	35A	1x1x2 ft	25	Safe movement
17	Triple Point of Water Apparatus	1	35A	2x2x3 ft	25	Safe movement
18	Triple point of Mercury Appa.	1	35A	2x2x4 ft	70	Safe movement
19	Ga Fixed Point Apparatus	1	35A	1x1x2 ft	25	Safe movement
20	F700 Bridge	1	35 A	2x2x1 ft	30	Safe movement
21	F18 Bridge	1	35 A	2x2x2 ft	50	Safe movement
22	F900 Bridge	1	35 A	2x2x2 ft	50	Safe movement
23	Hart Furnace for Sn, Zn Fixed Points	1	35 A	2x2x3.5 ft	95	Safe movement
24	Hart Furnace for Al, Ag Fixed Points	1	35 A	2x2x3.5 ft	95	Safe movement
25	Low temp Bath FP-90	1	Main Bldg. 45	75mx75m	120	Safe movement
26	Fixed point Furnace, 1100 C	1	Main Bldg. 41A	1mx0.5m	100	Safe movement

27	Furnace for In,Sn,Zn fixed point	1	35A	2x2x4 ft	100	Safe movement
28	Sodium Heat Pipe Furnace for Al and Ag fixed point	1	35A	2x2x4 ft	115	Safe movement
<b>Pressure std D5.06.01</b>						
29	Secondary Pressure Standards, D&H make (Hydraulic).	2	TEC-10A	20"x17"x21"	100 kg each	a) Sophisticated instrument b) Trolley with manpower for secondary Standards. c) Pistons are placed inside a portable wooden boxes
30	Weight Boxes	8	TEC-10A	16"x7"x20"	(a) 100kg each	Portable with trolley.
31	ELGI- make Air Compressor		TEC-10A		125 kg	Fork lift with manpower
32	Metallic Working tables -	2	TEC-10A	a) 103" x41"x30" b) 66" x37" x31"	a) 200 kg b) 150 kg	trolley with manpower or fork lift
33	Mass Set DH5502, 7 boxes		TEC-10H	10"x11"x11"	120 kg	Nil
34	Calibration Tables (SS)	2	TEC-10H	80"x40"x80"x40"x2", 15 mm thick	120 kg	Nil
35	Laser		TEC-10H	43"x8"x8"	15 kg	Fragile/ Careful handling
36	Press Machine		TEC-10H	11"x34"x15"	200 kg	Careful handling
<b>QUANTUM OPTICS &amp; PHOTON PHYSICS (D-6.04)</b>						
37	A. Spectrum GX - 2000 Perkin-Elmer FT-IR Spectroscope & its accessories		Main building, Room No 126	90x60x83	60 kg	Fragile
38	C. BRY-AIR (FFB-300) dehumidifier		Main building, Room No 126A	80x60x80	150 kg	

39	A. Deep freezer		Main building, Room No 135	200×70×70	120 kg	
40	M. Metallic machinery		Main building, Room No 135		220 kg	
41	B. BRY-AIR (FFB-300) dehumidifier		Main building, Room No 130	80X60X80	150	
42	D. Envair electro dyne thermostat (white cupboard)	1	Main building, Room No 130	70X120X210	200 kg	
43	A. Varian 660 FT-IR and its Accessory (Computer + printer and its peripherals )		Main building, Room No 130	80×90×40	75kg	Fragile(crucial optical alignment)
44	M. Lambda 35 UV/Vis spectrophotometer and its accessories (Computer + printer + u.p.s and its peripherals )		Main building, Room No 130	70X70X30	70 kg	
45	A. Raman attachments (2 No's)	2	Main building, Room No 137	160×90×90	150x2=300 kg	Fragile
46	B. Envair electro dyne thermostat (white cupboard)	2	Main building, Room No 137,131	120×70×210	150	
47	A. Pulse Laser Systems		Main building, Room No 131	61×152×61	30 Kg	Most Delicate System
48	B. Power Supply for laser		Main building, Room No 131	61×61×61	50 Kg	
49	C. Optical honey comb table	1	Main building, Room No 131	122×183	400 Kg	

50	D. Optical honey comb table	1	Main building, Room No 131	183×91	250 Kg	
<b>LF, HF Impedance and DC standards(D-5.09)</b>						
51	6623-3000 Range Extender		Main Building, Room No.4	132X95X65	230	-do-
52	Calculable Cross –Capacitor (Primary Standard)		9		100	Special care To be shifted with extreme carefulness Highly polished surface of electrodes
<b>VACUUM STDS(5.06.02)</b>						
53	Instrument rack with several ET equipment		TEC-14H	1220x1220x2440	100	Delicate
54	UIM Main Frame( with 200lit. Mercury)		TEC-14H	1220x1220x1985	2000	Highly delicate-frame consist 50% glassware
<b>Analytical Chemistry, SASD-7.01.04</b>						
55	Cylinder Rolling System		151, Main Building	200x50x50 cm <sup>3</sup>	~100 kg	-
<b>Standards of Dimension (Sub-Div. #5.02)</b>						
56	NPL Hilger watt interferometer	1	TEC ROOM -2	1200*300*600	100	
57	Granite table for hilger watt	1	TEC ROOM -2	1000*700*1000	400	
58	LMM OPAL 1000, Germany,with table	1	TEC ROOM -1	2000*1000*1000	400	
59	Universal Measuring Machine SIP, S.N. 682	1	TEC ROOM -2	2000*1000*1000	200	
60	Granite table for UMM	1	TEC ROOM -2	1500*800*1000	700	
61	Profile Projector 400 mm, Delta VFM50	1	TEC ROOM -2	1500*800*2000	400	
62	Form meter F3P( Form tester MMQ40)	1	TEC ROOM -2	500*800*800	100	



63	Cast iron base with stand	1	TEC ROOM -2	1000*1000*1000	300	
64	Surface Roughness Machine with stand	1	ROOM -28	1000*1000*1000	200	
65	Granite table for comparator	1	TEC ROOM -2	1200*800*1000	500	
66	Granite table for comparator	1	TEC ROOM -2	1200*800*1000	500	
67	Cylindrical square, (800x175), Mahr Germany	1	TEC ROOM -1	200*200*800	200	
68	Granite Surface Plate, S.N.- 4281, with stand	1	TEC ROOM -1	1000*1000*1000	200	
69	Granite table for Autocollimator	1	TEC ROOM -2	1300*800*1000	700	
70	Meter bar comparator	1	ROOM-28	1200*500*500	300	
71	Granite table for meter bar comparator	1	ROOM-28	1300*800*1000	700	
72	Length Measuring Machine-SIP	1	ROOM-28	5000*600*1200	700	