



Tata Institute of Fundamental Research
टाटा मूलभूत अनुसंधान संस्थान

TATA INSTITUTE OF FUNDAMENTAL RESEARCH
Autonomous Institution of the Department of Atomic Energy, Government of India
(A Deemed University)
HOMI BHABHA ROAD, NAVY NAGAR, COLABA, MUMBAI - 400 005.
Tel. No.: 2278 2890 / 22589/2895

E mail: deepak.baghele@tifr.res.in, kalpana@tifr.res.in, suchita.raut@tifr.res.in Website: www.tifr.res.in

E-TENDER NOTICE

Tender Document
For
External repairs of a Pelletron Tower adjoining structures at TIFR, Mumbai - 400005

E-TENDER NO: TIFR/PD/CF22-116/222916 dt. 17.03.2023



INDEX

<u>Part. No.</u>	<u>Particulars</u>	<u>Page No.</u>
Part - A	Notice Inviting Tender	3-4
Part - B	Instruction to Bidders/ Special Instruction to bidders On E-tendering	5-9
Part - C	Pre-qualification Criteria	10
Part - D	General information	11-12
Part - E	Clauses of Contract	13-25
Part - F	Scope of Works	26-32
Part - G	Format of Technical and Price Bid	33-43
Part - H	General guidelines to bidders on e-procurement Module	44-46

PART A – NOTICE INVITING TENDER

1.0 Tender Notice

Online bids under Two- bid System are invited on behalf of Director, TIFR Mumbai for award of contract for External repairs of a Pelletron Tower adjoining structures at TIFR, Mumbai - 400005. The details of the tender including the scope of work, technical specification etc is given in this tender document. All the prospective bidders are requested to go through the tender document before submitting their bids.

Tender No.	: TIFR/PD/CF22-116/222916
Name of Work/Service	: External repairs of a Pelletron Tower adjoining structures at TIFR, Mumbai -400005.
Estimated Cost of Work/Service	: Rs. 58, 39,000/- (Rs. Fifty Eight Lacs Thirty Nine Thousand Only)
Location of supply/work/service	: TIFR, Colaba, Mumbai 400005
Online download of Tender documents	: From 17.03.2023 to 05.04.2023 upto 1500 hrs Tender documents can be downloaded from TIFR website: www.tifr.res.in/e-tender or CPPP portal https://eprocure.gov.in .
Cost of tender documents	: Rs ,0/- by DD in favour of TIFR, payable at Mumbai. In case of Tender document being downloaded from website DD should be submitted along with EMD. The tender fees is non-refundable.
Earnest Money Deposit	: EMD of Rs 1,16,780/- is to be submitted to TIFR directly in a separate sealed envelope so as to reach us on or before the due date of opening of technical bids. The EMD shall be in the form of Demand Draft, drawn in favour of TIFR payable at Mumbai. EMD will be refunded to the unsuccessful bidder after award of the work.
Pre-bid meeting	: A pre-bid meeting with all the prospective bidders is schedule to be held on 27.03.2023 at Technical Services Office, TIFR, Mumbai at 2.30 pm. interested applicants/ firms are invited to attend the same with a written statement of their query.
Notification of amendments to the tender document	: If the technical specification requires any modification, suitable amendment to this tender document will be issued and the same will form part of the tender document. Prospective bidders are advised to regularly visit the TIFR web site or the CPP portal. Corrigendum/amendments etc., if any, will be notified only on the TIFR web site/ CPP portal and no separate advertisement will be made for this.
Submission of Bids	: The bids are required to be submitted online on the CPP portal i.e http://eprocure.gov.in . Under the Two bid system the Technical bid and Price bid are required to be uploaded separately on portal

Website for Online Bid Submission : <https://eprocure.gov.in>

Last date and time for online submission of bids: 05.04.2023 upto 15.00 hrs (BID DUE DATE)

Date and time of opening of tender : 06.04.2023 at 15.00 hrs (Technical Bid Only)

Period for completion of work : 15 months from the date of release of Work Order.

KINDLY NOTE THAT ONLY ONLINE BID WILL BE CONSIDERED AGAINST THIS TENDER. Further, requests for postponement will not be entertained. Bids send by post/Fax/email bids shall be rejected straightway. Executive Director, TIFR reserves the right to accept/ reject any or all tenders either in part or in full without assigning any reasons thereof.

Purchase Officer TIFR,
Mumbai

Note:

- 1) In case of any clarification with regard to submission of bids please contact Smt. Kalpana Mhatre, Tel: 022- 22782589 or Smt Suchita Akre, Tel: 022-22782895 or Shri Deepak Baghele (Tel: 022-22782890). Also, you may contact Shri. Shirish Lal (Tel : 22782941) & Sangam Sinha (Tel 22782325), Technical Services, TIFR, Mumbai 400005 for any technical clarifications.
- 2) The bidders are advised to read the “Guidelines to bidders on CPPP’s e-procurement module” available at the end of this tender document before submitting their bids.

A) General Instructions:

- 1.** The Prospective bidder shall carefully examine and understand the specifications/conditions of the tender document/RFP and seek clarifications in writing during the pre-bid meeting, if required, to ensure that they have understood all specifications/conditions of tender/RFP. These clarifications should be sought before submission of bids. If no such clarifications are sought in writing, it will be taken that the Bidder has read, understood and accepted all the terms, conditions and specifications in the tender document/RFP.
- 2.** The Bidder is required to upload a copy of this tender document/RFP, with all pages signed by the authorized person, to confirm that Bidder has read and understood the conditions of this tender document/RFP and that the proposal is submitted in full understanding and agreement of the requirements of TIFR.
- 3.** The Bidder shall bear all costs associated with the preparation and submission of the Bid, and TIFR will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
- 4.** TIFR reserves its rights to amend any of the terms and conditions of the tender document. All such changes can be made upto one week before the last date of submission of bid. The notice of such amendment will be published on TIFR/CPPP website only. No separate advertisement will be issued in the newspapers for such changes / corrigendum's. All the prospective bidders are therefore requested to regularly visit TIFR/CPPP website for any such updates.
- 5.** The complete bid shall be online as per the specified formats only. The bids should be without alteration or erasures, except those to accord with instructions issued by the TIFR or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 6.** The bidder shall submit only one option, which is best suitable to meet TIFR requirements. The bids submitted with more options shall be liable to be rejected.
- 7.** The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and TIFR, shall be in English only.
- 8.** The bidder shall base his solution on the basis of continuous availability of spares/materials for at least 05 years, after the specified warranty/defect liability period.
- 9.** Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. For all other cases, the Bidder shall design a form to hold the required information.
- 10.** The Bidder shall explicitly indicate the non-compliance or deviation of the Solution offered in the Proposal to all the terms, clauses, conditions and specifications stipulated in this RFP. If non-compliance or deviation for any term, clause, condition or specification is not explicitly indicated, it will be construed as compliance and if successful in the bid, the bidder is obligated to comply with all the requirements (excluding those non-compliances explicitly accepted by TIFR in writing) in toto.
- 11.** Successful bidder shall perform all the obligations specified in accordance with the terms and conditions laid down in the tender document/RFP. All details provided by the Bidder should be specific to the requirements specified in this tender document/RFP. Detailed clarification may be provided by Bidder, if so desired by TIFR. The Bidder shall specify the responsibilities of TIFR, if any, separately for the successful implementation of the project.

12. Bidder shall ensure that all documents are uploaded with the Technical bids or Price bid. The “**TECHNICAL BID**” should contain the following documents:

- i) Registration / empanelment certificate with government organization / semi-govt organization / PSU / reputed private organization etc.
- ii) Scanned Copies of Demand Draft/ Pay Order for EMD & Tender Fees
- iii) Copy of PAN (Permanent Account Number) card.
- iv) List of similar works in hand & works carried out by them for last 7 years indicating A) Agency for whom executed, B) Value of work, C) Completion time as stipulated and actual, or present position of the work
- v) Experience testimonials along with work orders and completion certificates.
- vi) Bank solvency certificate
- vii) Certificate of Registration for GST and Income Tax and acknowledgement of up to date filed return if required.
- viii) List of construction plant, machinery, equipment, accessories & infrastructure facilities possessed by the bidder List of Technical staff possessed by the bidding agency.

B. Performance guarantee: The tenderer, whose tender is accepted, will be required to furnish a performance guarantee of 3% of the tendered amount within 7 (seven) working days from the date of intimation. This guarantee shall be in the form Demand Draft / Pay Order / Banker’s cheque issued by a Scheduled Bank.

The performance guarantee shall be returned to the contractor, without any interest, after recording of the completion certificate for the work by the competent authority and submission of final bill by the contractor as per the joint measurement.

The Engineer-in-charge shall make a claim under the Performance guarantee for amounts to which the Director, TIFR entitled under the contract (notwithstanding and / or without prejudice to any other provisions in the contract agreement) in the event of:

- a) Failure by the contractor to pay Director, TIFR any amount due, either as agreed by the contractor or determined under any of the Clauses / Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-charge.

In the event of the contract being determined under provisions of any of the relevant clauses of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Director, TIFR.

C. Security Deposit: The tenderer, whose tender is accepted, will also be required to furnish by way of Security Deposit for fulfillment of his contract, an amount equal to 2.5% of the tendered value of the work. For successful tenderer the EMD shall be returned to the contractor, without any interest, after receiving of Performance Guarantee and for unsuccessful Tenderers EMD will be refunded after placing the order on successful tenderer.

The successful tenderer shall permit TIFR at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 2.5% of the gross amount of each running bill. The Security Deposit shall be released after the defect liability period of 12 months reckoned from the date of completion as certified by Chief Engineer.

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 therefrom, or from any sums which may be due to or may become due to the contractor by TIFR or any account whatsoever and in the event 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 fixed deposit receipt tendered by the State Bank of India or by scheduled banks (if deposited for more than 12 months) endorsed in favour of the Registrar, TIFR, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

Defect Liability period: Twelve (12) months from the satisfactory completion of work.

D. Acceptance of Tender: The competent authority, on behalf of Director, Tata Institute of Fundamental Research, Mumbai, does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all the tenders received, without assignment of any reason. All tenders, in which any of the prescribed condition is not fulfilled or any condition, including that of conditional rebates is put forth by the tenderer, shall be summarily rejected.

The Competent Authority, on behalf of the Tata Institute of Fundamental Research, Mumbai 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. 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 or any other tender.

E. Validity of Tender: The tender for the work shall remain open for acceptance for a period of 90 days from the last date of submission of tenders. If any tenderer withdraws his tender before the said period, or before issue of Letter of Intent, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, then Tata Institute of Fundamental Research, Mumbai shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money absolutely. Further the tenderer shall not be allowed to participate in the retendering process of the work.

F. Levy / Taxes payable by contractor:

- i. GST @18% on materials and services in respect of this contract shall be payable by the contractor.
- ii. The contractor shall deposit royalty and obtain necessary permit as required for supply of the sand, aggregate, stone etc. from local authorities.

G. Deduction of Income Tax :As per Section 194-C of Income tax Act 1961, as amended by letter No. 275/9/72/9-TJ (Circular No. 86) dated 19.5.72 and No. 275/14/91-IT (B) (Circular No. 593) dated 5.2.91, received from Ministry of Finance, Department of Revenue, Central Board of Direct Taxes, New Delhi, the Income tax @ 2% and Surcharge thereon @12% (or any other amended rate by Ministry of Finance from time to time), of the gross value of the work done will be recovered from the bills. A certificate for the amount so recovered will be issued by the Department.

H. Site visit by the tenderer before tendering: Tenderers are advised to inspect and examine the site and its surroundings during working hours and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

I. Signing of Tender and receipts for payments: 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 be 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-1952. Receipts for payments made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

J. Tenderer's responsibilities: The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice & all other contract documents, and has made himself aware of the scope & specifications of the work to be done and local conditions and factors having a bearing on the execution of the work. Water and electricity shall be provided for the work by TIFR free of charge.

K. Signing of contract: The Notice Inviting Tender shall form a part of the contract document. The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of: the Notice Inviting Tender, all the documents including all conditions, specifications and drawings, if any, forms the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

L. Canvassing, either directly or indirectly, in connection with the tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection and may be barred from the future participation in TIFR works.

Purchase Officer

For and on behalf of Tata Institute of Fundamental Research, Mumbai

The procurement shall be carried out through submission of online tenders only. No offer in physical form will be accepted and any such offer if received by TIFR will be outrightly rejected. Tender documents can be downloaded from website of CPPP www.eprocure.gov.in. The bids are to be uploaded/submitted in electronic form on website www.eprocure.gov.in.

The following steps noted below shall be the general methodology to be followed by the bidders for submission of his bid on the E-procurement module of CPPP:-

1. It is mandatory for tenderer to have a valid digital signature certificate issued by any of the valid Certifying Authority approved by Government of India for participation in e_Tendering event at the time of submission of offer. The cost of digital signature will be borne by respective tenderer.
2. Offer against the NIT has to be submitted online on e_procurement website mentioned in the NIT with valid digital signature certificate. The bidders shall be required to submit their offers in 2 separate parts_ (a) 'Technical & Un'priced Commercial Bid' and (b) 'Financial Bid'.
3. Submission of online Bids / Offers electronically against E-tendering: All interested bidders are requested to register themselves on www.eprocure.gov.in with their digital signature certificate with the user ID for participation in the tender. Kindly refer bidders manual kit available on bidders section on above mentioned website for details procedure for bid submission or Bidders can take help of our Helpdesk Center (18002337315) for registration and bid submission procedures.
4. The Unpriced Technical Bids and Price Bid have to be submitted online only. However, documents which necessarily have to be submitted in originals like EMD instrument if applicable have to be submitted offline.
5. The online offer, Pre-qualification details & Technical Bid, shall be opened as per the date and time mentioned in the NIT.
6. The Technical & Un-priced Commercial bids opened shall be scrutinized for technical commercial acceptability including the pre-qualification criteria. The offers not fulfilling these criteria as per the NIT shall be rejected outright.
7. The offer which meets the NIT requirements, technically (including pre-qualification criteria) and commercially, shall be eligible for further consideration.
8. Price bids of bidder shall be considered who fulfill the Eligibility criteria and techno-commercial requirement of NIT. Please read instructions given below before submission of Price Bid i.e. BOQ (spreadsheet).
9. Bids should be submitted as per following instructions only:

(A) Technical Bid:

Packet 1: Scanned copy of "Process compliance Form" (Annexure 'A') printed on bidder's letter head with duly signed by appropriate authority.

Packet 2: Scanned copy of "Technical Bid" (Annexure) along with the scanned copies of technical Details/Documents as per tender document

Packet 3: Scanned copy of DD/Pay Order (For EMD and Tender Fee)

(B) FINANCIAL BID:

Financial Bid i.e. BOQ (Part “A” and Part “B”) given with tender to be uploaded after filling all relevant information like rate. The Rate should be inclusive of all charges and no other charges shall be considered. The priced BOQ should be uploaded strictly as per the format available with the tender failing which the offer is liable for rejection (renaming or changing format of BOQ sheet will not be accepted by system)

The Evaluated Cost shown in last column of BOQ sheet is the amount on which Lowest bidder will be decided subject to the bid being found technically qualified.

(C) Please read following instructions before filling & submission of BOQ sheet:

- a. Please note that e-procurement system accepts the uploaded BOQ sheet only, any modification in file format or changing name of file will results into non-acceptance of your offer by e-Procurement System.

- b. Kindly fill data in fields of ‘BOQ Sheet’ as per following Instruction only:
Bidders Name: Kindly put complete name of bidding firm/company Rate:
Kindly put the ‘Rate per unit (Inclusive of all charges)’ e.g. Rs. 500 per Item in white cell in front of each item you want to quote.

- c. Please save your BOQ sheet (Financial bid) without changing name and format and upload this completed BOQ sheet in Finance Envelope (Part-II).

PRE-QUALIFICATION CRITERIA: Bidders are required to comply with the following eligibility criteria.

- i) Registration / empanelment with Government organizations like CPWD, MES, Railways, State PWDs etc./ Semi Government organizations, PSUs etc./ reputed private organizations in appropriate class and having experience in execution of similar nature of works.
- ii) Annual turnover as per ITCC or profit & loss statement for the last 5 years. Average annual turnover for the last 3 financial years should be at least Rs. 58,39,000/-, not having incurred any loss in more than 2 years during last 5 years ending.
 1. Experience of having successfully completed at least 3 similar works completed costing not less than Rs 23,35,000/- (Rs Twenty Three Lacs Thirty Five Thousand Only) each; Or 2 similar works completed costing not less than Rs 35,03,000/- (Rs Thirty Five Lacs Three Thousand Only) each; Or 1 similar work completed costing not less than Rs 46,71,000/- (Rs Forty Six Lacs Seventy One Thousand Only) during last **seven** years ending 31 March, 2022.
- iii) 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 the last date of receipt of applications for tender.
- iv) **Similar works shall mean extensive external repairs of high rise building minimum 40 mtr. height or G+10 storey and above.**
- v) Latest Bank Solvency from nationalized/ scheduled bank for a minimum amount of Rs. 23,35,000/- (Twenty Three Lacs Thirty Five Thousand Only).

vi) **Purchase Preference Policies**

The tender is reserved for local suppliers (Class I & II) in line with current procurement policies of Govt. of India. For the above purpose, local supplier means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed in “Public Procurement (Preference to Make in India) order 2017 of GOI, Dept of DIPP” (OM No. P-45021/2/2017-PP(BE-II) dated 04th June, 2020.

Necessary certification for local content must be submitted by the prospective bidders strictly as per the Annexure-VIII attached with the tender document.

Local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the items procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Requirement of Registration of Bidders Any bidder from a country which shares a land border with India will be eligible to bid in Any procurement whether of goods, services (including consultancy services and non- Consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority as per order issued by the Government of India (Order No. F.No.6182019-PPD) dated 23rd July, 2020.

“Bidder” means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

- Necessary certificate/Undertaking to be submitted as per the Annexure –VII & VIII

All the documents pertaining to the above eligibility conditions needs to uploaded along with the technical bid on the CPPP Portal . The bids which are found to be not meeting with any or all the are conditions shall be declared technically disqualified and will not be eligible for opening of their financial bids.

a. Definitions:

- a) The **‘Contract’** means the documents forming the tender and acceptance thereof and the formal agreement executed between the Competent authority on behalf of the Director, TIFR and the Contractor together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- b) The expression **‘Works’** or **‘Work’** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- c) The **‘Site’** shall mean the land or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- d) The **‘Contractor’** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personnel representative of 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, firm or company.
- e) The **‘Engineer-in-Charge’** means the Engineer / Officer, who shall supervise and be in charge of the work on behalf of TIFR.
- f) **‘Temporary Work’** means all temporary works of every kind required in or about the execution, completion and maintenance of the works.
- g) **‘Market Rate’** shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus 15% to cover, all overheads and profits.
- h) **‘TIFR’** means Tata Institute of Fundamental Research, Mumbai.
- i) **‘Tendered value’** means the value of the entire work as stipulated in the letter of award.
- j) **Time Limit:** The time allowed for carrying out the work reckoned from 10th day of the date of issue of work order.

b. Declaration by tenderer: The tenderers shall sign a declaration under the Official Secret Act-1923 for maintaining secrecy of the tender documents, drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.

c. Filling up of rates: All rates shall be quoted on the tender form by the tenderers in figures and words, and the amount in figures only. All rates shall be quoted on the prescribed tender form. The amount for each item should be worked out and requisite totals given.

- i. The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.
- ii. If a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct.
- iii. If 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, then the rates quoted by the tenderer in words shall be taken as correct.
- iv. Where the rate quoted by the tenderer in figures and in words tally but the amount is not worked out correctly, the rate quoted by the tenderer will, unless otherwise proved, be taken as correct and not the amount.

- d. **Quoted rates to includes all taxes:** GST @18% on materials and services in respect of this contract, shall be payable by the contractor. As per the directives of the Government Authorities, the tax due at the rates notified by the Government from time to time, shall be deducted from the bills payable to the Contractors, for which TDS certificate shall be issued by the Department.
- e. **Action in case of un realistic rates:** In the case of any tender where unit rate of any item (s) appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
- f. **Contractor to depute his representative at site:** The successful tenderer for the work should have responsible and responsive representative with adequate powers to take speedy decisions during the entire period of execution at the Work place. On acceptance of the tender, the name of the accredited representative(s) of the contractor, who would be responsible for taking instructions from the Engineer-in-Charge, shall be communicated in writing to the Engr-in-Charge.
- g. **List of works in hand:** The contractor shall submit list of works which are in hand / in progress in the following form:

Name of work	Name & address of the establishment under whom the work is being executed	Value of the work	Completion time as per the contract	Position of the works in progress	Remarks
1	2	3	4	5	6

- h. **Sufficiency of Tender:** The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Bill of Quantities, at which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
- i. **Signing of Contract:** The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of complete tender document including conditions, bill of quantities, drawings, if any, and acceptance thereof together with any correspondence leading thereto along with DAE Safety Code and Model Rules for the protection of health, sanitary arrangements for workers employed by DAE or its contractors, DAE Contractor's Labour Regulations, List of Acts and omissions for which fines can be imposed. No payment for the work done will be made unless contract is signed by the contractor.

1. Compensation for delay: If the contractor fails to maintain the required progress in terms of contract or to complete the work and clear the site on or before the stipulated or extended date of completion, he shall, without prejudice to any other right or remedy available under the Law to the Govt. on account of such breach, pay as agreed compensation the amount calculated at **1.5% per month of delay to be computed on per day basis** on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified or that the work remains incomplete. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the tendered value of work or of the tendered value of the item or group of items of work for which a separate period of completion is originally given.

2. Determination of contract: 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, any claim for damages and /or any other provisions of this contract or otherwise, and whether the date for 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 an inefficient or otherwise improper or unworkman-like manner shall omit to comply with the requirements of such notice for a period of 7 days thereafter.
- ii. If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion 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 and continue to do so after a notice in writing of 7 days from the Engineer-in-Charge.
- iii. If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- iv. If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- v. If the contractor shall offer or give or agree to give to any person in TIFR or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for TIFR.
- vi. If the contractor shall obtain a contract elsewhere as a result of wrong tendering or other non-bonafide methods of competitive tendering.
- vii. If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge.
- viii. If the work is not started by the contractor within 1 / 8th of the stipulated time.
- ix. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Director, TIFR shall have powers:

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

B) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be unexecuted out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

x. In the event of above courses being adopted by the Engineer-in-Charge, 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-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.

3. Contractor liable to pay compensation even if contract is not determined: In any case in which any of the powers conferred upon the Engineer-in-Charge under the contract, shall have become exercisable and the same are not exercised, the non-exercise 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 the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor), 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 procured by the contractor and intended to be used for the execution of the work / or any part thereof, paying 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 and binding on the contractor, his clerk of the works, foreman or other authorised agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice); in the event of the contractor failing to comply with any such requisition, 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 certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

4. Time Extension for delay: The time allowed for execution of the works as stipulated in the contract 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 contract. If the Contractor commits default in commencing the execution of the work as aforesaid, TIFR shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

As soon as possible after the Contract is signed, 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 programed has been agreed upon) to complete the work as per the mile stones given.

If the work(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 lock out, 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 of stores, which are the responsibility of TIFR to supply or
- vii. Non-availability or break down of tools and plant to be supplied or supplied by TIFR 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.

Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within 14 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 3 months 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.

5. Measurements and Payments of work done:

- a) Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done. All measurement of all items having financial value shall be entered in Measurement Book and/or level field book so that a complete record is obtained of all works performed under the contract. All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorised representative and by the contractor or his authorised representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties. If for any reason the contractor or his authorised representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorised representative does not remain present at the time of such measurements after the contractor or his authorised representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard

Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available, then a mutually agreed method shall be followed.

The contractor shall give, not less than 7 days notice to the Engineer-in-Charge or his authorized representative in-charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in-charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorised representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels. It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

b) Payments:

No payment shall be made for work estimated to cost Rs.20,000/- or less till after whole of the work shall have been completed and completion of certification given. For works estimated to cost over Rs.20,000/-, the interim or running account bill shall be submitted by the contractor for the work executed on the basis of such recorded measurement on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than Rs 1,00,000/- in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer in-charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurement of the work. In the event of the failure of the contractor to submit the bills, Engineer-In-charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of admissible shall be made by Engineer Incharge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the contractor to the Engineer incharge or his representative together with the account of the material issued by the department or dismantled material if any. In the case of work outside the headquarters of the Engineer in-charge, the period of 10 working days will be extended to 15 working days

- 6. Completion Certificate:** Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in- Charge and within fifteen days of 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 physical 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 final certificate of completion 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 the 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 scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

- 7. Contractor to keep site clean:** When the annual repair and maintenance of works are 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 items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the 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 any other agency. Before taking such action, the Engineer-in-Charge shall give **10** days notice in writing to the contractor.
- 8. Completion plans to be submitted by the contractor:** The contractor shall submit completion plan required as per Specifications for Electrical works as applicable within 30 days of the completion of the work. In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.50% of the value of the work subject to a ceiling of Rs.15,000/- as may be fixed by the Engineer-in-Charge and in this respect the decision of the Engineer-in-Charge shall be final and binding on the contractor.
- 9. Payment of Final Bill:** The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified herein-under, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorised representative, complete with account of materials issued by the Department and dismantled materials.
 - i. If the Tendered value of work is upto Rs. 15 lakhs, 3 months
 - ii. If the Tendered value of work exceeds Rs. 15 lakhs 6 months
- 10. Materials to be provided by the contractor:** The contractor shall, at his own expense, provide all materials, required for the works other than those specified otherwise. The contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down

in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analysed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorised representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in the contract.

11. Secured advance on non-perishable materials : The contractor, on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to **90%** of the assessed value of any materials which are in the opinion of the Engineer-in-Charge nonperishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered / deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of Engineer-in-Charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer-in-Charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on perishable or high risk materials such as ordinary glass, sand, petrol, diesel etc.

12. Excavated / dismantled material will be TIFR's property: The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work etc. as TIFR property and such materials shall be disposed off to the best advantage of TIFR according to the instructions in writing issued by the Engineer-in-Charge.

13. Work to be executed in accordance with specifications, drawings, orders, etc. : The contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in

writing in respect of the work signed by the Engineer-in-Charge. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale. The following order of preference shall be observed :

- a) Description of Bill of Quantities.
- b) Particular Specifications and Special Clauses, if any.
- c) Drawings.
- d) Department of Atomic Energy Specifications
- e) C.P.W.D. Specifications.
- f) Indian Standard Specifications of B.I.S.
- g) Manufacturer's specifications

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction. The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction. Contractor shall be required to submit a guarantee bond for all the water proofing works carried out by him as per Annexure- II. Contractor shall use the items of approved makes as per Annexure-III.

14. Deviations / Variations : Extent And Pricing: The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

A. Deviation and Time Extension: The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, will be extended, if requested by the contractor, as follows:

- i. In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value, plus
- ii. 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

B. Extra Items and Pricing: In the case of extra item(s) which cannot be determined under Part-B of the schedule of quantities, the contractor may within fifteen days of receipt of order or occurrence of the item(s), claim rates, supported by proper analysis, for the work and the engineer- incharge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

In the case of substituted items, the rate for the agreement items (to be substituted) and substituted item shall also be determined in the manner as mentioned in the **following** para:

C. Substituted Items and Pricing:

- i. If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- ii. If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

D. Deviated Quantities, Pricing: In the case of contract items, substituted items, contract cum substituted items, which exceed the limits of 30% for building work, 100% for foundation work and 50% for maintenance work 50%, the contractor may within **15 days** of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the aforesaid limits, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within **15 days** of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of **15 days** having regard to the market rates.

The contractor shall send to the Engineer-in-Charge once every **3 months** an upto date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge, which he has executed during the preceding quarter, failing which the contractor shall be deemed to have waived his right. However, the Engineer-in-Charge may authorize consideration of such claims on merits.

For the purpose of operation of this clause the following works shall be treated as works relating to foundation.

- i. **For buildings, compound walls:** plinth level or 1.2 metres (4 feet) above ground level, whichever is lower, excluding items of flooring and D.P.C. but including base concrete below the floors.
- ii. **For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs:** the bed of floor level.
- iii. **For retaining walls where floor level is not determinate:** 1.2 metres above the average ground level or bed level.
- iv. **For roads:** all items of excavations and filling including treatment of sub-base and soling work.
- v. **For water supply lines, sewer lines, under ground SWD & similar works:** all items of work below ground level except items of piping work.
- vi. **For open storm water drains:** all items of work except lining of drains.

Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Bill of Quantities mentioned above,

whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer. Nothing extra shall be admissible for such operations.

15. Foreclosure of contract due to abandonment or reduction in scope of work: If at any time after acceptance of the tender, TIFR shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates full amount for works executed at site and in addition, a reasonable amount as certified by the Engineer-in-charge for the items hereunder mentioned which could not be utilised on the work to the full extent in view of the foreclosure.

- i. Any expenditure incurred on preliminary site work, e.g temporary access roads, temporary labour huts, staff quarters and site office, storage accommodation and water storage tanks.
- ii. TIFR shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided however, TIFR shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by TIFR, cost of such materials as detailed by Engineer-in-charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- iii. If any materials supplied by TIFR are rendered surplus, the same except normal wastage shall be returned by the contractor to TIFR at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to TIFR stores, if so required by TIFR, shall be paid.
- iv. Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- v. Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary. The contractor shall, if required by the Engineer-in-charge furnish to him books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by TIFR as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by TIFR from the contractor under the terms of the contract.

16. Suspension of work :

- i. The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in- Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
 - a. on account of any default on the part of the contractor or;
 - b. for proper execution of the works or part thereof for reasons other than the default of the contractor; or
 - c. for safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

- ii. If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
 - a. the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
 - b. If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30days.
- iii. If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by TIFR or where it affects whole of the works, as an abandonment of the works by TIFR, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by TIFR, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in- Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

17. Action in case of work not done as per specifications: All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in- charge, his authorised subordinates in charge of the work and all the superior officers of the Department or any organization engaged by the Department for Quality

Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-charge or his authorised subordinates in-charge of the work or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lakh and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause III(1) of the contract (for non completion of the work in time) for this default In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

18. Contractor liable for damages, defects during Maintenance (Defect Liability Period): If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within **12 months (6 months** in the case of work costing **Rs. 10,00,000/- and below** except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defective or improper materials or workmanship, the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense, or in default, the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due, or at any time thereafter may become due to the contractor, or from his security deposit, or the proceed of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of **12 months (6 months** in the case of work costing **Rs. 10,00,000/- and below** except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work, if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient to meet all the liabilities of the contractor under this contract, half of the security deposit will be refundable after **6 months** and the remaining half after **12 months** of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later. Performance guarantee shall be refunded to the contractor after completion of the work and recording the completion certificate.

19. Contractor to supply tools & plants etc.: The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), machinery, tools & plants. in addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffoldings and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-

Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under the contract and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

- 20. Recovery of compensation paid to workmen :** In every case in which by virtue of the provisions of section 12 sub-section (1) of the Workmen's Compensation Act. 1923, TIFR is obliged to pay compensation to a workman employed by the contractor, in execution of the works, TIFR will recover from the contractor the amount of the compensation so paid; and, without prejudice to the rights of TIFR under Section 12, sub-section (2) of the said Act, TIFR shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by TIFR to the contractor whether under this contract or otherwise. TIFR shall not be bound to contest any claim made against it under section 12, sub-section (1) of the said Act, except on the written request of the contractor and upon his giving to TIFR full security for all costs for which TIFR might become liable in consequence of contesting such claim.
- 21. Ensuring payment and amenities to workers if contractor fails:** In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and of the contract labour (Regulation and Abolition) Central Rules, 1971, TIFR is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the Rules, under Clause 19 H or under the DAE Contractor's Labour Regulations, or under the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Department of Atomic Energy contractors, TIFR will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of TIFR under Section 20, sub-section (2) and Section 21, sub-section (4) of the contract labour (Regulation and Abolition) Act, 1970, TIFR shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by TIFR to the contractor whether under this agreement or otherwise. TIFR shall not be bound to contest any claim made against it under Section 20, subsection (1) and section 21, sub-section (4) of the said Act, except on the written request of the contractor and upon his giving to TIFR full security for all costs for which TIFR might become liable in contesting such claim.
- 22. Labour laws to be complied by the contractor :** The contractor shall obtain a valid license under the Contract Labour (R & A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provision of the Child Labour Prohibition & Regulation) Act-1998. The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996. Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non execution of the work.
- 23. Minimum wages act to be compiled with :** The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.
- 24. Settlement of Disputes & Arbitration:** Any dispute arising from this contract will be referred to two arbitrators one to be appointed by you and one by us. The two arbitrators, in the event of their disagreement will appoint an Umpire. The decision of the Umpire shall be final and binding. The arbitration will proceed as per Indian Arbitration Act, 1940, as amended upto date.

25. Confidential Information: The drawings, specifications, proto-type, samples and such other information furnished to the contractor relating to the supply / work, sub-systems / equipment etc. are to be treated as confidential which shall be held by the contractor in confidence and shall not be divulged to any third party without the prior written consent of the Department. The contractor, therefore, binds himself, his successors, heirs, executors, administrators, employees and the permitted assignees or such other persons or agents directly or indirectly concerned with the work / supply to the confidential nature of the drawings, specifications, proto-type samples etc. It is a further condition of the contract that the contractor shall not, without prior written permission from the Department, transmit, transfer, exchange, gift or communicate any such confidential information, and also the component, sub assembly, products, by-products etc. pursuant to the fabrication under taken by the contractor, to any third party.

26. Safety with Scaffolding and Mobile Elevated Platform: Every scaffold or mobile elevated platform and its supporting members, railings, Tee-boards, ropes should be designed to support given load, with a safety factor of at least four. No alterations should be made that might impair the strength of such structures, no improvised, make-shift or substandard scaffold should be permitted even for the most temporary use. All work in connection with such structures, including construction, operation, maintenance, alteration and removal should be carefully done under the direction and supervision of persons with specialized experience in such works. A safe and convenient means of access should be provided to the platform or scaffold. Means of access may be a portable ladder, fixed ladder, ramp or it may be a stairway. The use of cross braces or frame work as means of access to the working surface should not be permitted.

27. Special Condition:

- a. **The repairs work shall be planned with appropriate bye-passes/ arrangement so as not to block the Institute traffic completely.**
- b. **The slope shall be appropriately provided to drain off the rain water completely.**
- c. **The work areas shall be properly segregated for safety to restrict trespassing of laymen into the work areas.**
- d. **TIFR shall not provide any space at site for labour hutments.**
- e. **This work shall be inclusive of all necessary scaffolding required.**

Sr. No	Item Description	UOM	Qty
Part A			
1	<p>Providing and fixing double scaffolding system (cup lock type) on the exterior side of building/structure, upto 50 metre height, above ground level, including additional rows of scaffolding in stepped manner as per requirement of site, made with 40mm dia M.S. tube, placed 1.5 metre centre to centre, horizontal & vertical tubes joint with cup & lock system with M.S. Tubes, M.S. tube challis, M.S. clamps and staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for execution of work of cleaning and/ or pointing and/ or applying chemical and removing it thereafter. The scaffolding system shall be stiffened with bracings, runners, connecting with the building etc, wherever required, if feasible, for inspection of work at required locations with essential safety features for the workmen including provision of safety net etc., complete as per directions and approval of Engineer-in-charge. Note:- (1) The elevational area of the scaffolding shall be measured for payment purpose. (2) The payment will be made once only for execution of all items for such works Note : Scaffolding system should suit as per site condition and site visit may be carried.</p>	Sq.m	4006
2	<p>Providing, erecting and dismantling (after completion of work) double bamboo scaffold with verticals @ 1.2 to 1.8m inner as well outer faces and horizontals for working platform etc. The height of the scaffold to be erected would be maximum 50 m. The scaffolding should have a provision for continuous working platform constructed by aides to be strutted diagonally to prevent from buckling under the weight of men and materials, at comfort levels for the men and the artisans to work which is 6" to 9" inches away from the wall or chajja or any projections of the wall. The elevational area of the scaffolding shall be measured for payment purpose .The payment will be made once irrespective of duration of scaffolding. Note : Scaffolding system should suit as per site condition and site visit may be carried.</p>	Sq.m	376.00
3	<p>Dismantling old plaster (upto 50mm thick) or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.</p>	Sq.m	1750.00

4	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 500 m initial lead, for all leads including all lifts involved.	Cu.m	105.0
5	18 mm cement plaster in two coats under layer 12 mm thick cement plaster 1:5 (1 cement : 5 coarse sand) and a top layer 6 mm thick cement plaster 1:3 (1 cement : 3 coarse sand) finished rough with sponge/Sand face plaster, for all Heights as as per the direction of Engineer-In-Charge. Including complete curing	Sq.m	1750.00
6	Extra for providing and mixing water proofing material in cement per bag of plaster work in proportion recommended by the manufacturers.	per bag of 50 kg	2374.00
7	Add for plaster drip course/ groove in plastered surface or moulding to R.C.C. projections.	m	500.00
8	Providing and fixing Stainless steel wire mesh (Grade-304) aperture 1.4 mm and 0.50mm dia wire for Plastering work	Sq.m	70.00
9	Structural Repairs :- Providing structural repairs in Old Damaged concrete structures/surfaces with approved Polymer with following operations 1)Removal of loose/Spalled or damaged concrete by chipping and cleaning the concrete surface and reinforcement steel with wire brush and with water jet. 2) Cleaning the re-bars with rust remover for complete rust removal and washing with water jet to make the surface free from Acid content. 3) Applying Protective coat /bond coat using Polymer and Cement in the proportion of1:1.5(1 part polymer and 1.5 parts of cement in synthetic enamel paint like consistency with brush. 4) Reinstatement the area with polymer modified mortar in layers of maximum 20mm with the proportion of Cement 50kg : Washed and dried river sand 87.50; Silica sand 37.50 kg. mixed with 10 liters of polymer (or 1kg cement :1.75kg washed and dried river sand ; 0.75kg Silica sand : 200ml polymer) 5) If thickness of repair exceed 20mm,after every 20mm thick bond coat as per 2 above to be applied continuing further structural repair works.This work is inclusive of all material,labour etc complete as directed with approved chemical manufacturer and specified by the manufacturer for Structural repair shall be used.	Sq.m	350.00

10	A. Nozzle fixing:- Providing & applying for fixing Nozzles of 12mm dia by drilling holes & fixing using rendrog Plug M/s Fosroc chemical PVT. Ltd. Or equivalent B. Epoxy Grouting:- Providing & applying epoxy resin grout Concesive 1315 BASF/Cebex 100(Fosroc) or equivalent through the nozzle fixed already under pressure of 3-3.5 kg/Sq.cm 2.Above including all labour, material etc complete.	Nos	280.00
11	A. Crack opening & filling :- Providing & applying for identify, cleaning all the joints of center opening, wet joints, marking the same. Making "V" groove at the interface of joints. Filling the "V" joints with polymer modified mortar/Cebex 100 or Nitomortar 30 M/s Fosroc chemical Pvt. Ltd or equivalent.Above including all labour, material etc complete.	RM	500.00
12	Finishing walls with premium textured exterior paint of required shade :New work (Two or more coats applied @ 3.28 ltr/10 sqm) over and including priming coat of exterior primer applied @ 2.20kg/10 sqm	Sq.m	1750.00
13	Finishing walls with Premium textured exterior paint of required shade : Old work (Two or more coats on existing cement paint surface applied @ 3.28 ltr/10 sqm).	Sq.m	1750.00
14	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level.Thermo-Mechanically Treated bars of grade Fe-500D or more.	kg	200
15	Centering and shuttering including strutting, propping etc. and removal of form work for : Columns, piers, abutments, pillars, posts and struts at all Levels	Sq.m	150
16	Providing and laying cement concrete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets, sunken floor etc., up to floor five level, excluding the cost of centering,shuttering and finishing: 1:1½:3 (1 cement : 1½ coarse sand (zone-III) : 3 graded stone aggregate 20 mm nominal size).	Cu.m	8

17	Providing and applying “high strength, non shrink free flow grout material” i. e. micro concrete (like shrink comp or equivalent) having compressive strength as 400 Kilogram/sq.cm. including finishing the surface and curing for 07 days. Etc complete. The usage of this non shrink concrete with zero slump is to allow to occupy every free space leaving no voids, thereby producing dense concrete with proper bonding with concrete (The quoted rates to be inclusive of all materials, labours, tools & tackles, transportation, taxes etc complete) to be applied for RCC elements etc and as per the direction of Site-In-Charge. (The product like Ultratech/Rendroc (RGL) of FOSROC or its equivalent)	Cu.m	1.00
18	Filling the gap in between aluminium frame & adjacent RCC/ Brick/ Stone work by providing weather silicon sealant over backer rod of approved quality as per architectural drawings and direction of Engineer-in-charge complete. Upto 5mm depth and 5 mm width. Make : DOW/SAINTGOBAIN/Approved Equivalent	m	200
19	Removing the tar or coba, Existing water proofing work and disposing of the material as directed etc. complete.	sq.m	351
20	<p>Providing and laying integral cement based water proofing treatment including preparation of surface as required for treatment of roofs, balconies, terraces etc consisting of following operations:</p> <p>Applying a slurry coat of neat cement using 2.75 kg/sqm of cement admixed with water proofing compound conforming to IS. 2645 and approved by Engineer-in-charge over the RCC slab including adjoining walls upto 300 mm height including cleaning the surface before treatment.</p> <p>Laying brick bats with mortar using broken bricks/brick bats 25 mm to 115 mm size with 50% of cement mortar 1:5 (1 cement : 5 coarse sand) admixed with water proofing compound conforming to IS : 2645 and approved by Engineer-in-charge over 20 mm thick layer of cement mortar of mix 1:5 (1 cement :5 coarse sand) admixed with water proofing compound conforming to IS : 2645 and approved by Engineer-in-charge to required slope and treating similarly the adjoining walls upto 300 mm height including rounding of junctions of walls and slabs.</p>	Sq.m	50

	<p>After two days of proper curing applying a second coat of cement slurry using 2.75 kg/ sqm of cement admixed with water proofing compound conforming to IS : 2645 and approved by Engineerin- charge.</p>		
	<p>Finishing the surface with 20 mm thick jointless cement mortar of mix 1:4 (1 cement :4 coarse sand) admixed with water proofing compound conforming to IS : 2645 and approved by Engineerin- charge including laying glass fibre cloth of approved quality in top layer of plaster and finally finishing the surface with trowel with neat cement slurry and making pattern of 300x300 mm square 3 mm deep.</p>		
	<p>The whole terrace so finished shall be flooded with water for a minimum period of two weeks for curing and for final test.“All above operations to be done in order and as directed and specified by the Engineer-in-Charge : With average thickness of 120 mm and minimum thickness at khurra as 65 mm</p>		
21	<p>Providing and applying fibre reinforced elastomeric liquid water proofing membrane with resilient acrylic polymers having Sun Reflectivity Index (SRI) of 105 on top of concrete roof in three coats @10.76 litre/ 10 sqm. One coat of self-priming of elastomeric waterproofing liquid (dilution with water in the ratio of 3:1) and two coats of undiluted elastomeric waterproofing liquid (dry film thickness of complete application/system not less than 500 microns). The operation shall be carried out after scrapping and properly cleaning the surface to remove loose particles with wire brushes, complete in all respect as per the direction of Engineer-in-Charge</p>	sq.m	301
22	<p>Providing and filling 20 mm thick compressible fibre board in expansion joint complete as per drawings and technical specifications etc. complete</p>	Sq.m	154
23	<p>Providing and filling in position, blown bitumen in expansion joints Grade 85/25</p>	Cu.m	2
24	<p>Dismantling steel work in single sections including dismembering and stacking within 50 metres lead in R.S. Joists</p>	kg	100
25	<p>Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete (Grade : E250 BR)</p>	kg	100
26	<p>Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :Two or more coats on new work</p>	Sq.m	100

27	Finishing with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's specifications including appropriate priming coat, preparation of surface, etc. complete. On steel work	Sq.m	30
28	Cleaning the sand stone surface and removing dirt, dust, bird dropping, grease, oil, algae, fungus, monkey beats, vegetable growth etc., including providing, applying and washing the surface with liquid Ammonia Chemical of 5% solution and other chemical cleaning agent as approved by Archaeological Survey of India/ Engineer-in-charge, of approved brand and manufacturer, with the help of required scrubbers and also cleaning with machine operated water jet mixed with desired quantity of fine silica where ever required, without causing any scratching/ damage to the stone surface and finally washing the surface with clean water with the help of pressure jet machine, complete in all respect, including taking all precautions to safeguard ventilators, windows, doors etc. by suitable covering so as to avoid any damage to the building/structure, all as per direction of Engineer-in-charge (The rate is inclusive of all materials & labours involved except scaffolding)	Sq.m	969
29	Applying breathable, non-reactive, antifungal, and water repellent Silane/Siloxane chemical as approved by Archaeological Survey of India/ Engineer-in-charge, of approved brand and manufacture, diluted with solvent mineral Turpentine oil in the ratio of 1:12 (One part of approved chemical :12 Part of Turpentine oil), on the existing sand stone masonry surface with two or more coats to give uniform application of chemical on the surface, all complete as per direction of Engineer-In-charge. The rate is inclusive of all materials & labours involved except scaffolding), the rate includes the sealing the joints with weather sealant as directed engineer In charge.	Sq.m	969
30	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in : Cement mortar 1:4 (1 cement : 4 coarse sand)	cu.m	7
31	Providing and fixing plain zinc sheeting of 0.80 mm thick (22 B.W.G.) over the ridge hip or valley to galvanized iron sheet roofing including all fastening and bolt galvanized iron screws and bolts, lead and bitumen washers etc. complete. (Weight of 6.8 Kilogram/sq.m.)	Sq.m	15.00

30	<p>PART 'B'</p> <p>Any unforeseen item not covered above, executed from CPWD Delhi Schedule of Rates 2018 upto a base value of Rs. 5,20,000/-</p> <p>Hint:</p> <p>Bidder is supposed to quote rate for this item in column (green) at value which is at a certain percentage above or below the rate of DSR 2018. For e.g. if the estimated rate is Rs. 5,20,000/- then bidder should quote rate of Rs. 5,72,000/- in case he intends item in this part to be paid at the rate of 10% above DSR 2018 or Rs. 4,68,000/- in case he intends item in this part to be paid 10% below the DSR 2018</p> <p>The value given in the rate for this item shall be used to derive the rate to be paid for the item from DSR 2018</p>	1	Job
----	---	---	-----

ANNEXURE I

APPLICATION FORM (TO BE USED FOR TECHNICAL BID)

[NOTE: On the letterhead of the applicant including full postal address, email address, telephone no. and fax no.]

Date: _____

To,
The Director,
Tata Institute of Fundamental Research,
Dr. Homi Bhabha Road, Navy Nagar
Colaba, Mumbai – 400005.

Sirs,

1. Being duly authorized to represent and act on behalf of(hereinafter referred to as “the Applicant”) and having reviewed and fully understood all the pre-qualification information provided, the undersigned hereby applies to be pre-qualified by yourselves as a tenderer for award of work(s) for External repairs of a Pelletron Tower & adjoining structures at TIFR Mumbai 400005. as per specification attached.
2. Attached to this letter are copies or original documents defining:
 - (a) the applicant’s legal status
 - (b) the principal place of business
 - (c) the place of incorporation (for applicants who are corporations) or the place of registration and the nationality of the owners (for applicants who are partnerships or individually owned firms)
 - (d) Annexure no. II to VIII
3. Your agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative or any institution referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.
4. Your agency and its authorized representatives may contact the following persons for further information on general, personnel, technical and financial enquiries.
Contact 1 : Name, email and Phone no.
Contact 2: Name, email and phone no.
5. This application is made with the full understanding that:
 - (a) Bids submitted by applicants will be subject to verification of all information submitted at the time of bidding
 - (b) Your agency reserves the right to:
 - amend the scope and value of the contract / bid under this project; in such event, bids will only be called from pre-qualified bidders who meet the revised requirements; and
 - reject or accept any application, cancel the pre-qualification process, and reject all applications without assigning reasons or incurring any liability thereof; and
 - (c) Your agency shall not be liable for any such actions and shall be under no obligation to inform the applicant.
6. The undersigned declares that statements made and the information provided in the duly completed application are true and correct in every detail.

Signed and sealed, Name

For and on behalf of

GENERAL INFORMATION

1.	Name of firm
2	Head office address
3	Telephone Contact
4	Fax E-mail No.
5	Place of incorporation/ Registration Year of incorporation/ registration

Signature and seal of the Authorized Signatory of the bidder

Signature of Contractor

FINANCIAL CAPABILITIES

Financial Year	Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet
2019-2020	Rs.
2020-2021	Rs.
2021-2022	Rs.

Financial Information in Rs. Equivalent	For year 2017-18	For year 2018-19	For year 2019-20	For year 2020-21	For year 2021-22
1. Total Assets					
2. Current Assets					
3. Total Liabilities					
4. Current Liabilities					
5. Profit before Tax					
6. Profit after Tax					
7. Net Worth					

NOTE: The above data is to be supported by audited balance sheets

1. Attach copies of audited balance sheets duly certified by the chartered accountant for all three years. Audited Balance sheet should mention the membership number of chartered accountant issued by ICAI along with full address.

Signature and seal of the Authorized Signatory of the bidder

ANNEXURE –IV

EXPERIENCE OF COMPLETION OF PROJECTS OF SIMILAR NATURE & COMPLEXITY

(During last five years ending last day of month previous to the one in which applications are invited)

Sl. No.	Name of work / project and location	Owner or sponsoring organization	Cost of work in Lakhs	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Name and address/ telephone number of officer to Whom reference may be made	Remarks

NOTE : Please attach supporting documents (completion certificates along with order copies) for the above information
Signature and seal of the Authorized Signatory of the bidder

Signature of Contractor

LITIGATION DETAILS (COURT CASES/ARBITRATION)

Year	Name of the work	Name of the Client, with Address	Title of the court Case/Arbitration	Detail of the Court/ Arbitrator	Status Pending/ Decided	Disputed Amount (Current Value, the equivalent) in case of Court Cases/arbitration	Actual Awarded Amount (Rs) in decided Court Cases/arbitration

Signature and seal of Authorized Signatory of bidder

Signature of Contractor

CERTIFICATE FOR SITE INSPECTION

Certified that we.....(Name of bidder) have visited the site on dated..... and assessed the nature and amount of work involved before submitting our offer. We will be able to complete the works within the stipulated time and also certified that we will be able to supply the material/executing the work as per specification to suit the site conditions.

Signature of bidder with Seal &Date

Certificate of Registration

No. _____

Date: _____

Director,
**Tata Institute of Fundamental Research,
HomiBhabha Road, Navy Nagar,
Colaba, Mumbai – 400 005.**

Dear Sir:

I/We _____ who are established and reputed manufacturers/bidders of _____ having factories/works at _____ (address) do hereby declare that “I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India as per tender clause 6.4 of GCC. I/We hereby certify that we the undersign Bidder are not from such a country or, if from such a country, has been registered with the Competent Authority. I/We hereby certify that we fulfill all requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached]

Yours faithfully,

(Name)

(Name of manufacturers/ Bidder)

Note: This Certificate/Undertaking should be on the **letterhead of the manufacturer/Bidder** and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its techno-commercial un priced bid.

Annexure - VIII

Certificate for Local Content

*We [name of manufacturer] hereby confirm in respect of quoted item(s) that Local Content is equal to or more than 50% and come under 'Class-I Local Supplier' Category. As being 'Class-I Local Supplier', we are eligible for Purchase Preference under 'Make in India' Policy vide Gol Order No.P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

OR

*We [name of manufacturer] hereby confirm in respect of quoted items(s) that Local Content is more than 20% but less than 50% and come under 'Class-II Local Supplier' Category.

The details of the location (s) at which the local value addition made is /are as under:

- 1.....
- 2.....
- 3.....

*Strike out whichever is not applicable

Date:

Seal & Signature of the Bidder

NOTE:

•Self-certification that the item offered meets the minimum local content (as above) giving details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the make in India policy, if applicable.

- In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant in respect of suppliers other than companies) giving the percentage of local content to avail the benefits under the make in India policy, if applicable.

Technical Manpower Detail Sheet

S.N	Name of staff	Qualification	Designation	Years of Experience/ Specialisation	Remarks
01					
02					
03					
04					
05					
06					
07					
08					
09					
10					
11					
12					
13					
14					

Signature with Seal &Date

Signature of Contractor

ANNEXURE - X

Details of construction plant, machinery, equipments, accessories & infrastructure facilities possessed by the bidder

S.N.	Name of Instruments/equipments along with Make and Model number to be specified	Remarks
01		
02		
03		
04		
05		
06		
07		
08		
09		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		

Signature of Contractor

FORM OF AGREEMENT

This Agreement made the _____ day of _____ 2023 between Tata Institute Of Fundamental Research (TIFR), Mumbai for the entering into work(s) for External repairs of a Pelletron Tower & adjoining Structures at TIFR, Mumbai -400005 (hereinafter called "The Employer") who enters into this Agreement of the one part and M/s (herein after called "The Contractor") of the other part.

Whereas the Employer is desirous that certain works should be executed by the Contractor, viz _____ ("the Works") and has accepted a Bid by the Contractor for the execution and completion of the works and the remedying of any defects therein.

Now this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Award;
 - (b) The said Bid;
 - (c) The General Conditions of Contract;
 - (d) Prequalification document
 - (e) Instructions to Tenderers and Specific Conditions of Contract;
 - (f) The Specification;
 - (g) The Drawings;
 - (h) The Price Bid
 - (i) Any other relevant documents referred to in this Agreement or in the aforementioned documents
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of this work.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or only such other sums as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written.
Signed, Sealed, and Delivered by the Said

Binding Signature for and on behalf of TIFR-Mumbai

Binding Signatur _____

In the presence of

Witness (1) :

Witness (2) :

Signature of Contractor

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

In consideration of the TATA INSTITUTE OF FUNDAMENTAL RESEARCH (hereinafter called "The TIFR") having agreed under the terms and conditions of Work Order No..... dated.....made between TIFR and M/s..... (hereinafter called " the said Contractor{s}") .for the work.....(hereinafter called " the said WorkOrder") having agreed to production of a irrevocable bank Guarantee for Rs. (Rupees only), as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said Work Order, we(Indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the TIFR an amount not exceeding Rs. . (Rs..... only) on demand by the TIFR.

2. We(indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the TIFR stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). 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 guarantee shall be restricted to an amount not exceeding Rs.....(Rupees only).

3. We, the said bank, further undertake to pay to the TIFR any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We(indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Work Order and that it shall continue to be enforceable till all the dues of the TIFR under or by virtue of the Work order have been fully paid and its claims satisfied or discharged or Purchase Officer on behalf of the TIFR certifies that the terms and conditions of the said Work Order have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We (indicate the name of Bank) further agree with the TIFR that the TIFR shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Work Order or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the TIFR against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Work Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the TIFR or any indulgence by the TIFR to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We,..... (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the TIFR in writing.

Signature of Contractor

8. This guarantee shall be valid up to..... , unless extended on demand by TIFR. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liability under this guarantee shall stand discharged.

Signed and sealed

Dated the day of for (indicate the name of Bank)

* * *

(Note: The Letter of Intent shall form part of the Agreement)

PART – H GENERAL GUIDELINES TO BIDDERS ON CPPP E-PROCUREMENT MODULE

1. Procedure for Registration by the Bidder

1.1. 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 "Click here to Enroll" on the CPP Portal.

1.2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

1.3. 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.

1.4. Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

1.5. 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 to misuse.

Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2. Searching for Tender Documents

2.1. 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.

2.2. 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 / e-mail in case there is any corrigendum issued to the tender document.

2.3. 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.

3. Procedure for preparation and submission of bids

3.1. The documents should be page numbered and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid.

3.2. Bidder should take into account any corrigendum published (if any) on the tender document before submitting their bids.

3.3. The documents should be page numbered and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid.

3.4. Bidder should take into account any corrigendum published (if any) on the tender document before submitting their bids.

3.5. Bidders are advised to 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.

3.6. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid documents may be scanned with 100dpi.

3.7. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

3.8. As part of the bid, bidder should provide all the documents as follows:-

- Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid

submission.

- All the documents being submitted by the bidders would be encrypted to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings

4. Assistance to Bidders:

Any queries relating to the NIT document and the terms and conditions contained therein should be addressed to the Purchase Officer, TIFR, Mumbai. For, any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462 / 0120-4001002 / 0120-4001005 / 0120-6277787.

Additional Clause:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means :-
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (iii) above will be as under :
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation -

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one

or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership:

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. (To be inserted in tenders for Works contracts, including Turnkey contracts). The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Certificate for Tenders (for transitional cases as stated in para 3 above):

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India: I hereby certify that this bidder is not from such a country and is eligible to be considered".

Certificate for Tenders:

" I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India: I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where

applicable, evidence of valid registration by the competent Authority shall be attached)".

Certificate for Tenders for Works involving possibility of sub-contracting :

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

Certificate for GeM:

" I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India: I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

Tender Inviting Authority: TATA INSTITUTE OF FUNDAMENTAL RESEARCH

Name of Work: External repairs of a Pelletron Tower and adjoining structures at TIFR, Mumbai.

Contract No: TIFR/PD/CF22-116/222916

Name of the Bidder/ Bidding Firm / Company :	
--	--

PRICE SCHEDULE

(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)

(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	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST @18% on Col. No. 7	TOTAL AMOUNT Without Taxes col (7) = (3) x (5) in Rs. P	TOTAL AMOUNT With Taxes col (8) = sum (6) to (7) in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8	9
1	Providing and fixing double scaffolding system (cup lock type) on the exterior side of building/structure, upto 50 metre height, above ground level, including additional rows of scaffolding in stepped manner as per requirement of site, made with 40mm dia M.S. tube, placed 1.5 metre centre to centre, horizontal & vertical tubes joint with cup & lock system with M.S. Tubes, M.S. tube challis, M.S. clamps and staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for execution of work of cleaning and/ or pointing and/ or applying chemical and removing it thereafter. The scaffolding system shall be stiffened with bracings, runners, connecting with the building etc, wherever required, if feasible, for inspection of work at required locations with essential safety features for the workmen including provision of safety net etc., complete as per directions and approval of Engineer-in-charge. Note:- (1) The elevational area of the scaffolding shall be measured for payment purpose. (2) The payment will be made once only for execution of all items for such works Note : Scaffolding system should suit as per site condition and site visit may be carried.	4006.00	Sqm		0.00	0.00	0.00	INR Zero Only
2	Providing, erecting and dismantling (after completion of work) double bamboo scaffold with verticals @ 1.2 to 1.8m inner as well outer faces and horizontals for working platform etc. The height of the scaffold to be erected would be maximum 50 m. The scaffolding should have a provision for continuous working platform constructed by aides to be strutted diagonally to prevent from buckling under the weight of men and materials, at comfort levels for the men and the artisans to work which is 6" to 9" inches away from the wall or chajja or any projections of the wall. The elevational area of the scaffolding shall be measured for payment purpose. The payment will be made once irrespective of duration of scaffolding. Note : Scaffolding system should suit as per site condition and site visit may be carried.	376.00	Sqm		0.00	0.00	0.00	INR Zero Only
3	Dismantling old plaster (upto 50mm thick) or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	1750.00	Sqm		0.00	0.00	0.00	INR Zero Only
4	Disposal of building rubbish / malba / similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge, beyond 500 m initial lead, for all leads including all lifts involved.	105.00	Cum		0.00	0.00	0.00	INR Zero Only
5	18 mm cement plaster in two coats under layer 12 mm thick cement plaster 1:5 (1 cement : 5 coarse sand) and a top layer 6 mm thick cement plaster 1:3 (1 cement : 3 coarse sand) finished rough with sponge/Sand face plaster, for all Heights as as per the direction of Engineer-In-Charge. Including complete curing	1750.00	Sqm		0.00	0.00	0.00	INR Zero Only

6	Extra for providing and mixing water proofing material in cement per bag of plaster work in proportion recommended by the manufacturers.	2374.00	per bag of 50 kg		0.00	0.00	0.00	INR Zero Only
7	Add for plaster drip course/ groove in plastered surface or moulding to R.C.C. projections.	500.00	m		0.00	0.00	0.00	INR Zero Only
8	Providing and fixing Stainless steel wire mesh (Grade-304) aperture 1.4 mm and 0.50mm dia wire for Plastering work	70.00	Sqm		0.00	0.00	0.00	INR Zero Only
9	Structural Repairs :- Providing structural repairs in Old Damaged concrete structures/surfaces with approved Polymer with following operations 1)Removal of loose/Spalled or damaged concrete by chipping and cleaning the concrete surface and reinforcement steel with wire brush and with water jet. 2) Cleaning the re-bars with rust remover for complete rust removal and washing with water jet to make the surface free from Acid content. 3) Applying Protective coat /bond coat using Polymer and Cement in the proportion of1:1.5(1 part polymer and 1.5 parts of cement in synthetic enamel paint like consistency with brush. 4) Reinstate the area with polymer modified mortar in layers of maximum 20mm with the proportion of Cement 50kg : Washed and dried river sand 87.50; Silica sand 37.50 kg. mixed with 10 liters of polymer (or 1kg cement :1.75kg washed and dried river sand ; 0.75kg Silica sand : 200ml polymer) 5) If thickness of repair exceed 20mm,after every 20mm thick bond coat as per 2 above to be applied continuing further structural repair works.This work is inclusive of all material,labour etc complete as directed with approved chemical manufacturer and specified by the manufacturer for Structural repair shall be used.	350.00	Sqm		0.00	0.00	0.00	INR Zero Only
10	A. Nozzle fixing:- Providing & applying for fixing Nozzles of 12mm dia by drilling holes & fixing using rendrog Plug M/s Fosroc chemical PVT. Ltd. Or equivalent B. Epoxy Grouting:- Providing & applying epoxy resin grout Concrete 1315 BASF/Cebex 100(Fosroc) or equivalent through the nozzle fixed already under pressure of 3-3.5 kg/Sq.cm 2.Above including all labour, material etc complete.	280.00	Nos		0.00	0.00	0.00	INR Zero Only
11	A. Crack opening & filling :- Providing & applying for identify, cleaning all the joints of center opening, wet joints, marking the same. Making "V" groove at the interface of joints. Filling the "V" joints with polymer modified mortar/Cebex 100 or Nitomortar 30 M/s Fosroc chemical Pvt. Ltd or equivalent.Above including all labour, material etc complete.	500.00	RM		0.00	0.00	0.00	INR Zero Only
12	Finishing walls with premium textured exterior paint of required shade :New work (Two or more coats applied @ 3.28 ltr/10 sqm) over and including priming coat of exterior primer applied @ 2.20kg/10 sqm	1750.00	Sqm		0.00	0.00	0.00	INR Zero Only
13	Finishing walls with Premium textured exterior paint of required shade : Old work (Two or more coats on existing cement paint surface applied @ 3.28 ltr/10 sqm.	1750.00	Sqm		0.00	0.00	0.00	INR Zero Only
14	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level.Thermo-Mechanically Treated bars of grade Fe-500D or more.	200.00	Kg		0.00	0.00	0.00	INR Zero Only
15	Centering and shuttering including strutting, propping etc. and removal of form work for : Columns, piers, abutments, pillars, posts and struts at all Levels	150.00	Sqm		0.00	0.00	0.00	INR Zero Only
16	Providing and laying cement concrete in retaining walls, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks, plain window sills, fillets, sunken floor etc., up to floor five level, excluding the cost of centering,shuttering and finishing: 1:1½:3 (1 cement : 1½ coarse sand (zone-III) : 3 graded stone aggregate 20 mm nominal size).	8.00	Cum		0.00	0.00	0.00	INR Zero Only
17	Providing and applying "high strength, non shrink free flow grout material" i. e. micro concrete (like shrink comp or equivalent) having compressive strength as 400 Kilogram/sq.cm. including finishing the surface and curing for 07 days. Etc complete. The usage of this non shrink concrete with zero slump is to allow to occupy every free space leaving no voids, thereby producing dense concrete with proper bonding with concrete (The quoted rates to be inclusive of all materials, labours, tools & tackles, transportation, taxes etc complete) to be applied for RCC elements etc and as per the direction of Site-In-Charge. (The product like Ultratech/Rendroc (RGL) of FOSROC or its equivalent)	1.00	Cum		0.00	0.00	0.00	INR Zero Only
18	Filling the gap in between aluminium frame & adjacent RCC/ Brick/ Stone work by providing weather silicon sealant over backer rod of approved quality as per architectural drawings and direction of Engineer-in-charge complete. Upto 5mm depth and 5 mm width. Make : DOW/SAINTGOBAIN/ Approved Equivalent	200.00	M		0.00	0.00	0.00	INR Zero Only
19	Removing the tar or cota, Existing water proofing work and disposing of the material as directed etc. complete.	351.00	Sqm		0.00	0.00	0.00	INR Zero Only

20	<p>Providing and laying integral cement based water proofing treatment including preparation of surface as required for treatment of roofs, balconies, terraces etc consisting of following operations:</p> <p>Applying a slurry coat of neat cement using 2.75 kg/sqm of cement admixed with water proofing compound conforming to IS. 2645 and approved by Engineer-in-charge over the RCC slab including adjoining walls upto 300 mm height including cleaning the surface before treatment.</p> <p>Laying brick bats with mortar using broken bricks/brick bats 25 mm to 115 mm size with 50% of cement mortar 1:5 (1 cement : 5 coarse sand) admixed with water proofing compound conforming to IS : 2645 and approved by Engineer-in-charge over 20 mm thick layer of cement mortar of mix 1:5 (1 cement :5 coarse sand) admixed with water proofing compound conforming to IS : 2645 and approved by Engineer-in-charge to required slope and treating similarly the adjoining walls upto 300 mm height including rounding of junctions of walls and slabs.</p> <p>After two days of proper curing applying a second coat of cement slurry using 2.75 kg/ sqm of cement admixed with water proofing compound conforming to IS : 2645 and approved by Engineerin- charge.</p> <p>Finishing the surface with 20 mm thick jointless cement mortar of mix 1:4 (1 cement :4 coarse sand) admixed with water proofing compound conforming to IS : 2645 and approved by Engineerin- charge including laying glass fibre cloth of approved quality in top layer of plaster and finally finishing the surface with trowel with neat cement slurry and making pattern of 300x300 mm square 3 mm deep.</p> <p>The whole terrace so finished shall be flooded with water for a minimum period of two weeks for curing and for final test."All above operations to be done in order and as directed and specified by the Engineer-in-Charge : With average thickness of 120 mm and minimum thickness at khurra as 65 mm</p>	50.00	Sqm		0.00	0.00	0.00	INR Zero Only
21	<p>Providing and applying fibre reinforced elastomeric liquid water proofing membrane with resilient acrylic polymers having Sun Reflectivity Index (SRI) of 105 on top of concrete roof in three coats @10.76 litre/ 10 sqm. One coat of self-priming of elastomeric waterproofing liquid (dilution with water in the ratio of 3:1) and two coats of undiluted elastomeric waterproofing liquid (dry film thickness of complete application/system not less than 500 microns). The operation shall be carried out after scrapping and properly cleaning the surface to remove loose particles with wire brushes, complete in all respect as per the direction of Engineer-in-Charge</p>	301.00	Sqm		0.00	0.00	0.00	INR Zero Only
22	<p>Providing and filling 20 mm thick compressible fibre board in expansion joint complete as per drawings and technical specifications etc. complete</p>	154.00	Sqm		0.00	0.00	0.00	INR Zero Only
23	<p>Providing and filling in position, blown bitumen in expansion joints Grade 85/25</p>	2.00	Cum		0.00	0.00	0.00	INR Zero Only
24	<p>Dismantling steel work in single sections including dismembering and stacking within 50 metres lead in R.S. Joists</p>	100.00	Kg		0.00	0.00	0.00	INR Zero Only
25	<p>Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete (Grade : E250 BR)</p>	100.00	Kg		0.00	0.00	0.00	INR Zero Only
26	<p>Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :Two or more coats on new work</p>	100.00	Sqm		0.00	0.00	0.00	INR Zero Only
27	<p>Finishing with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's specifications including appropriate priming coat, preparation of surface, etc. complete. On steel work</p>	30.00	Sqm		0.00	0.00	0.00	INR Zero Only
28	<p>Cleaning the sand stone surface and removing dirt, dust, bird dropping, grease, oil, algae, fungus, monkey beats, vegetable growth etc., including providing, applying and washing the surface with liquid Ammonia Chemical of 5% solution and other chemical cleaning agent as approved by Archaeological Survey of India/ Engineer-in-charge, of approved brand and manufacturer, with the help of required scrubbers and also cleaning with machine operated water jet mixed with desired quantity of fine silica where ever required, without causing any scratching/ damage to the stone surface and finally washing the surface with clean water with the help of pressure jet machine, complete in all respect, including taking all precautions to safeguard ventilators, windows, doors etc. by suitable covering so as to avoid any damage to the building/structure, all as per direction of Engineer in-charge (The rate is inclusive of all materials & labours involved except scaffolding)</p>	969.00	Sqm		0.00	0.00	0.00	INR Zero Only

29	Applying breathable, non-reactive, antifungal, and water repellent Silane/Siloxane chemical as approved by Archaeological Survey of India/ Engineer-in-charge, of approved brand and manufacture, diluted with solvent mineral Turpentine oil in the ratio of 1:12 (One part of approved chemical : 12 Part of Turpentine oil), on the existing sand stone masonry surface with two or more coats to give uniform application of chemical on the surface, all complete as per direction of Engineer-In-charge. The rate is inclusive of all materials & labours involved except scaffolding), the rate includes the sealing the joints with weather sealant as directed engineer In charge.	969.00	Sqm		0.00	0.00	0.00	INR Zero Only
30	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in : Cement mortar 1:4 (1 cement : 4 coarse sand)	7.00	Cum		0.00	0.00	0.00	INR Zero Only
31	Providing and fixing plain zinc sheeting of 0.80 mm thick (22 B.W.G.) over the ridge hip or valley to galvanized iron sheet roofing including all fastening and bolt galvanised iron screws and bolts, lead and bitumen washers etc. complete.(Weight of 6.8 Kilogram/sq.m.)	15.00	Sqm		0.00	0.00	0.00	INR Zero Only
32	PART 'B' Any unforeseen item not covered above, executed from CPWD Delhi Schedule of Rates 2018 upto a base value of Rs. 5,20,000/- Hint: Bidder is supposed to quote rate for this item in column (green) at value which is at a certain percentage above or below the rate of DSR 2018. For e.g. if the estimated rate is Rs. 5,20,000/- then bidder should quote rate of Rs. 5,72,000/- in case he intends item in this part to be paid at the rate of 10% above DSR 2018 or Rs. 4,68,000/- in case he intends item in this part to be paid 10% below the DSR 2018 The value given in the rate for this item shall be used to derive the rate to be paid for the item from DSR 2018	1.00	Job		0.00	0.00	0.00	INR Zero Only
Total in Figures						0.00	0.00	INR Zero Only
Quoted Rate in Words			INR Zero Only					