



CENTRAL INSTITUTE OF ROAD TRANSPORT

**Tender for
“Supply & Installation of Furniture for
Inspection & Certification Center at Ranipool,
Sikkim”**

**VOLUME – I
(TECHNICAL BID)**

Year 2025-26

TENDER NO. RCC/2025-26/I & C Sikkim

June 2025

Notice Inviting E-Tender



E-Tender No. CIRT: RCC/2025-26/ I & C Sikkim

Date : June 2025

C.I.R.T. invites E-Tender in Two Bid Systems (Technical and Commercial Bid) from Resourceful and Reliable Suppliers as detailed below:

Sr. No	Description	Estimated Cost of the work	Last Date for Online Submission	Technical Bid Opening
01	Supply & Installation of Furniture Items at I & C Center, Ranipool, SIKKIM.	Rs.28.66 Lakhs	26 - Jun- 2025 BY 1700 hrs.	27 - Jun- 2025 by 1100 hrs @ CIRT

Interested Suppliers may view and download detailed tender documents form C.I.R.T.'s e-Tender portal www.tenderwizard.com/CIRT. All Bids must be submitted through the Online portal www.cirtindia.com.

Salient information about the E-Tender:

- 1] Availability of Tender Documents: All bid formats (Technical and Commercial) are available ONLINE at CIRT's e-Tender portal www.tenderwizard.com/CIRT. The registered Suppliers can download the Bid from these websites. The fee for the Tender document is Rs. 5000/-, + 18% G.S.T.
- 2] Who can participate for this e-Tender: The Furniture Supplier have to register through www.tenderwizard.com/CIRT. After registration, the supplier can participate in this tender process.
- 3] How to register by a Supplier:
 - a) The prospective bidders must register with CIRT by paying Annual Registration Charge of Rs. 2,000/- (+) G.S.T. (as applicable) through e-tender portal by online payment. On completion of the registration process, the bidders will be provided with user ID and Password. After receipt of User ID and Password, Bidders can log on at CIRT e-tender portal for uploading the tender documents
 - b) Bid/Tender Processing Fee including G.S.T. (as applicable Non-Refundable) is payable online on the portal of CIRT e-tendering website for applying the tender online
- 4] Is there any device requirement for participation in e-Tender: Yes, Bidder should have valid Class III Digital Signature Certificate (DSC) device participating in e-Tender. For integrity of data its authenticity /non-repudiation of electronic records and in compliance with IT Act 2000. It is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC) of Class III issued by a Licensed Certifying Authority (CA).
The contact details for e-Tendering are furnished below:-

Name of the Service Provider:

Contact Persons: Mr. Sanjay Chandak	Telephone / Email M: 9665721619 Email : sanjay.kc@etenderwizard.com	For vendor Registration / DSC / Any other issue regarding eTender Process, please contact Tenderwizard
Tenderwizard Helpdesk:	Contact No: 080-45811365, 080-45982100 Email: twregdelhi@etenderwizard.com	

- 5] While uploading / submitting the documents, it should be ensured that the content should be the name of the documents itself.
- 6] All pages of Tender documents and Addenda / Corrigenda (if any) must be signed with proper official stamp and date by the Bidder / or authorized power of Attorney holder at the lower right hand corner.
- 7] Bidders are advised to visit CIRT's e-Tender portal www.tenderwizard.com/CIRT regularly for any Addenda / Corrigenda.
- 8] For any clarification: Tenderer should attend Pre-Bid meeting for any clarification at CIRT, Pune as per the dates given in Annexure A or as published on web site.
- 9] Last date & Time of Online submission of Tender Bid: as per the dates given in Annexure A or as published on web site.
- 10] Date & Time of Technical Bid Opening: as per the dates given in Annexure A or as published on web site.
- 11] Date & Time of Financial Bid Opening: Technically qualified bidders will be intimated through the e-Tender portal.
- 12] The Director, C.I.R.T. Bhosari, Pune 411 026 reserves the absolute right to accept / reject any or all bids at any stage of the tender process without assigning any reason whatsoever.



CENTRAL INSTITUTE OF ROAD TRANSPORT
Post Box No.1897, Bhosari, PUNE – 411 026 (INDIA)

Tel. : 67345300 (30 Channels)

Fax : 67345403

Website : www.cirtindia.com

TENDER DOCUMENTS

TENDER NO :	CIRT: RCC/2025-26/I & C Sikkim
Tender document fee	Rs.5,000/-, + 18% GST
EMD	As given in Annexure A
For any clarifications	Tenderer should attend Pre-Bid meeting for any clarification at CIRT as per the date given in Annexure A or as published on web site.
Due Date /Time (Submission)	Refer Annexure A
Opening Date/Time (Opening)	Refer Annexure A (Technical Bid Only)

Mode of Submission: The Tender Document be submitted in two parts:

PART-A: TECHNICAL BID – Technical Bid to be submitted both online (all documents to be signed and scanned) and a hard copy of the same along with Demand Draft for EMD and also Demand draft for Tender document fee and superscribed as “Supply & Installation of Furniture at I & C Center, Ranipool, SIKKIM.”

Note:

1. Bidder should clearly mention the facility for which the tender is submitted.
2. Technical bid not submitted online shall be disqualified.

Part –B: COMMERCIAL BID – Commercial Bid to be submitted online only. Commercial bid sent through hard copy will not be accepted and BIDDER shall be disqualified. The bidder should submit the PRICEBID only in the attached Excel Format. Any tampering with the tender documents will lead to disqualification of the bidder.

1. CIRT reserves the right to accept or reject partly or fully any or all Tender without assigning any reason therefor.
2. The period of completion of work shall be **45 Calendar days** including mobilization period of 5 (five) days from the date of issue of LoI/ Work Order to the Supplier.
3. The quoted rates shall remain unchanged throughout the contract period. Escalation Clause' is not applicable for this contract.
4. Suppliers can submit an alternative offer without changing the layout. Consideration of this is solely depending on CIRT decision without assigning any reason, therefore. However, it is necessary to quote in the BOQ given in the tender.
5. Tender would be valid for 180 Days from date of Opening the Financial Bid.

Signature of Supplier with Seal

ANNEXURE A

SALIENT INFORMATION		
1.	NAME OF THE WORK	SUPPLY & INSTALLATION OF FURNITURE AT I & C CENTER, RANIPOOL, SIKKIM
2.	LOCATION	RANIPOOL, SIKKIM.
3.	ESTIMATED COST OF THE WORK	RS. 28.66 Lakhs
4.	PERIOD FOR COMPLETION	45 days
5.	TYPE OF TENDER	ITEM RATE, E TENDER
6.	NAME OF THE CLIENT /EMPLOYER	CENTRAL INSTITUTE OF ROAD TRANSPORT, PUNE Post Box No 1897, Bhosari, Pune-26. Ph: 020-67345300 Fax: 020-67345407
7.	CONTACT PERSON	DIRECTOR LAND LINE :- 020 67345300
8.	WEB SITE FOR E TENDER DOWNLOAD	www.cirtindia.com
9.	DATE OF DOWNLOAD	10 th June 2025 by 1500 Hrs
10.	AMOUNT TO BE PAID AS TENDER FEE FOR DOCUMENT DOWNLOAD	5,000/- + 18% GST
11.	PAYMENT METHOD FOR EMD & SECURITY DEPOSIT	Banker's Cheque / Pay Order/ Demand Draft payable at PUNE drawn on Scheduled or Nationalized Bank in favor of CENTRAL INSTITUTE OF ROAD TRANSPORT.
12.	EMD	EMD - 1% (Rs. 30,000/-) of the estimated cost of works put to tender, Scan copy of Payment to be uploaded with documents. And physical instruments to be sent by courier in DD.
13.	SECURITY DEPOSIT	Security Deposit - 4% of the estimated cost of works in the form of DD/Cheque. in favor of DIRECTOR, CENTRAL INSTITUTE OF ROAD TRANSPORT.
14.	TOTAL SECURITY DEPOSIT	MAX. 5%
15.	RETURN OF SECURITY DEPOSIT	5% IN FORM of CHEQUE after 12 months of warranty period.
16.	ESCALATION CLAUSES	NO ESCALATION CLAUSES APPLICABLE.
17.	VALIDITY OF TENDER	180 Days from the date of Opening of the Financial Bid
18.	PRE-BID MEETING AT CIRT OFFICE PUNE or BY VIDEO CONFERENCING WHICH WILL BE PROVIDED ON CIRT WEBSITE.	18 th June 2025 by 1100 Hrs.
19.	LAST DATE OF SUBMISSION OF E TENDER ON DESIGNATED WEB SITE	26 th June 2025 by 1700 Hrs, subject to any revision which will be published only on web site.

SALIENT INFORMATION		
20.	LAST DATE FOR SUBMISSION OF PHYSICAL SET OF ALL TECHNICAL BID DOCUMENTS IN SEALED ENVELOPE AT CIRT	26 th June 2025 by 1700 Hrs at CIRT Pune. Without the receipt of hard copies in sealed envelopes as directed in the document, bid will not be processed further. Details submitted in E copy shall be treated as final.
21.	DATE OF OPENING OF TECHNICAL BID	27 th June 2025 BY 1100 Hrs at CIRT Pune subject to confirmation on web site.
22.	DATE OF OPENING OF FINANCIAL BID	29 th June 2025 BY 1500 Hrs at CIRT Pune subject to confirmation on web site.

INSTRUCTIONS TO THE BIDDER

1. Bidders are requested to study the notice, general and special conditions, technical specifications, bill of the quantities, drawings and make themselves fully conversant with the Employers requirement and site conditions and working pattern of CIRT. It is requested that before bidding the tender, please visit the site and understand the working constraint of running site etc.
2. Bidders to bid as per the current market rates including all central and state government and local authority's taxes, transportation duties, Loading-Unloading, levies etc. along with the fluctuation in the market excluding GST which should be indicated separately in BOQ.
3. The bidder Should have applicable registration (PAN, GST, ETC) supported with documentary evidence and licenses, permissions, approvals issued by Government of Sikkim.
4. Bidders to sign each page of the Tender specification and conditions.
5. Bidders to initial the corrections, if any.
6. Bidders to note that conditional Tender will be liable for rejection.
7. All safety measures and precautions as per the law including necessary insurance must be taken by the Supplier of their labourers / workers along with CIRT employees and visitors.
8. Bidders to submit the list of machinery and equipment, transportation facilities, and manpower available with them to complete this job.
9. The CIRT will not supply water to the Supplier. The Supplier shall make his own arrangement for supply of required quantity of water of his own. If required, electricity shall be provided at one fix point subject to availability and recovered at actual consumption at prevailing rate.
10. Time is the essence of the contract. The work is to be completed within stipulated time i.e. **45 calendar days** from the date of commencement of Work as per the approved BoQ and schedule. In case the work is awarded in parts to separate agencies and the other works such as services/utilities, which may be done by other specialized agencies simultaneously then the work is to be carried out in coordination with other agencies for overlapping activities.
11. The work is to be executed as per the ISI specifications for material and workmanship. Unless mentioned otherwise, the mode of measurements shall be as per ISI.
12. Security Deposit till warranty period of the work will be ISD (Initial Security Deposit).
13. If the Supplier fails to start the work within 7 days from the date of LoI/WO the EMD will be forfeited.
14. Insurance, labour license, ESIS formalities etc. to be completed properly by the Supplier. Without this Supplier labourers will not be allowed to enter into site work premises. Insurance Policy as per Workmen Compensation Act has to be taken for workers for the full contract period as well as while removing the defects if any during defects liability period.
15. Addenda / Corrigenda to the tender document may be issued prior to the date of opening of the tenders to clarify the documents or to reflect any modifications etc. All such addenda/ corrigenda shall be part of the tender.
16. Canvassing in any form will be disqualification.

Signature of Supplier with Seal

SUPPLIER'S DATA SHEET

Name of the Supplier/Firm : _____

Name of the Key Person : _____

Telephone No. – Office : _____

Email ID : _____

Office Address : _____

Legal Status (Proprietary/Partnership/Company/Pvt. Limited) : _____

Experience in business (In number of years): _____

G.S.T Details: _____

Details of Earnest Money: _____

Signature of Supplier with Seal

NAME OF THE WORK: SUPPLY & INSTALLATION OF FURNITURE AT I & C CENTER, RANIPOOL, SIKKIM.

APPENDIX TO CONDITIONS OF CONTRACT

Earnest Money Deposit	: Rs. 30,000/- by DD/cash/Cheque paid receipt of CIRT
Period of Completion	: 45 calendar days from the date of LOI/ WO/ handing over the site whichever is later including 8 days mobilization period.
Defects Liability Period	: 12 months from date of final completion (Depending upon the item Guarantee/Warranty)
Liquidated Damages for delay	: 1% (One percent) per week subject to ceiling limit of 3% (Three percent) of the accepted contract value of value of work done whichever is higher.
Payment Terms	: Detailed in Payment Terms
Security Deposit	:
a) Initial security deposit	:1% EMD will be treated as initial security deposit.
b) P.S.D	:4% of the total tender amount.
c) Release of S.D.	:S.D will be released after defects liability period is over and attending to any defects noticed to the satisfaction of the CIRT.
	The Security Deposit/ R.D. shall be interest free.
Escalation clause	: Not applicable.

The executing authority for this Tender and contract for the purpose of execution, certification and payment shall be Director, CIRT, Pune.

Signature of Supplier with Seal

NAME OF THE WORK : SUPPLY & INSTALLATION OF FURNITURE AT I & C CENTER, RANIPOOL, SIKKIM.

FORM OF AGREEMENT

- 1 ARTICLES OF AGREEMENT MADE THE _____ day of _____ 2025 Between the Central Institute of Road Transport, Pune (hereinafter called `The Employer`) of the one part and _____ (hereinafter called `The Supplier`) on the other part.
- 2 WHEREAS the Employer is desirous of carrying out the works relating to supply and install the furniture items and other units as mentioned in the tender herein and annexed to this Agreement for the, **SUPPLY & INSTALLATION OF FURNITURE AT I & C CENTER, RANIPOOL, SIKKIM** and has caused drawings specifications and Bill of Quantities (BoQ) describing the work to be done to be prepared by the Consulting Engineer/ Architect (hereinafter called "The Consulting Engineers / Architects") which expression shall unless repugnant to the context or meaning thereof includes his successors or such other person as shall be nominated for that purpose by the Employer).

AND WHEREAS the CIRT has called for tenders and has accepted a Tender by the Supplier for the supply and install the furniture items.

AND whereas the aforesaid drawings (hereinafter referred to as The Contract Drawings) and the aforesaid specifications & Bill of quantities have been signed by or on behalf of the parties hereto for the purpose of identification.

AND WHEREAS The Supplier has agreed to execute their upon and subject to the conditions set forth in the documents annexed hereto (hereinafter referred to as "The said Contract") the work shown upon the said contract drawings and described in the said specification and included in the said Bill of Quantities for such sums as may be ascertained to be payable in the terms of Bill of Quantities and which sum is estimated to be about Rupees In Words _____ (hereinafter referred as "The said Contract amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:

- i) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the General conditions of Contract.
- ii) The following tender document which are annexed hereto shall be deemed to form and be read and constructed as part of this agreement
 - a) General Conditions
 - b) Special Conditions of Contract
 - c) Form of Tender duly signed with Appendix.
 - d) Technical Specifications.
 - e) Bill of Quantities with the rates entered therein
 - f) Schedules
 - g) Drawings
 - h) All additional drawings specification and written instructions when issued by or approved in writing by the employer as per relevant clause of the said General Conditions and other correspondence entered into in pursuance of this agreement between the parties.

- iii) In consideration of the said contract amount of Rs. _____ to be paid at the times and in the said conditions the Supplier hereby covenants with the employer to supply and install the furniture items and allied work shown upon the said drawings and described in the said specifications and Bill of quantities in conformity in all respects with the provision of this agreement and the contract.
- iv) The employer hereby covenants to pay the Supplier the said contract amount or such other amount/s as shall become payable herein consideration of the supply and install the furniture items and allied work at the time and in the manner prescribed by the contract.
- v) The contract shall neither be a fixed lump sum contract nor price-work contract but a contract to carry out work in respect of the said work to be paid according to actual quantities at the rates and in the manner prescribed by the contract.
- vi) Time shall be essence of this agreement and the contract and the Supplier hereby agrees to commence the work within the period of placing the order with him to commence the work as prescribed by the contract and shall complete the entire work within the prescribed period of completion as per the contract.
- vii) The agreement and contract shall be deemed to have been made in Pune and in any question or dispute arising out of or in any way connected with this agreement and contract shall be deemed to have arisen in Pune and only the court of competent jurisdiction in Maharashtra shall have jurisdiction to determine the same.

In the Witness whereof the parties hereto have executed this agreement the day and year first above mentioned.

Signed and Sealed by
The CIRT, Pune.

The employer in pursuant of a resolution dated _____ passed in that behalf in the presence of Directors.

(EMPLOYER)

Shri. _____ signed and sealed by _____

The Supplier in pursuant of a resolution dated _____ passed in that behalf in the presence of Director.

(SUPPLIER)

signed and sealed by

The Supplier herein mentioned in the presence of

Witness no.1 _____ Witness no.2 _____

NAME OF THE WORK: Supply and INstallation of Furniture at I & C center. Ranipool, SIKKIM.

FORM OF TENDER

- NOTES :**
- 1 The appendix forms part of the tender
 - 2 Tenderers are required to fill up all the blank spaces in this tender form and Appendix.

To,
CIRT, Pune.

Dear sir,

SUPPLY AND INSTALLATION OF FURNITURE AT I & C CENTER, RANIPOL, SIKKIM.

- 1 Having examined the conditions of contract, specifications, drawings and bill of quantities for the above named works, we the undersigned offer to supply and install the whole of the said works/ part (s) of the said works as indicated here below in conformity with the said conditions of contract, specifications, drawings and bill of quantities for **Rs. _____** or such other sums as may be ascertained in accordance with the said conditions.
- 2 We undertake if our tender is accepted to commence the works and to complete and deliver the same within the period.
- 3 We have deposited as Earnest money with you a sum of **Rs. Rs. 30,000/-/-** Rs. Thirty thousand only). We further agree that if we withdraw the tender before the expiration of this period of 45 days or fail to execute an agreement in form aforesaid within a reasonable time the earnest money of **Rs. Rs. 30,000/-** (Rs. Thirty thousand only) deposited shall be forfeited to you.
- 4 If our tender is accepted, we will furnish further deposits or guarantees as stipulated in the tender.
- 5 We have independently considered the amount of liquidated damages stipulated in the tender and agree that this represents a fair estimate of the damages likely to be suffered by you in the event of the works not being completed in time.
- 6 We agree to abide by this tender for the period of 30 days from the date fixed for receiving the same and it shall remain binding us and may be accepted at any time before the expiration of that period.
- 7 Unless and until a formal agreement is prepared and executed this tender together with your writing acceptance thereof (LoI/ WO) shall constitute a binding contract between us.
- 8 We understand that you are not bound to accept the lowest or any tender you may receive

Yours faithfully,

Signature of the Supplier

**NAME OF THE WORK : SUPPLY AND INSTALLATION OF FURNITURE AT I & C CENTER.
RTO RANIPOOL, SIKKIM.**

SPECIAL CONDITIONS

Note : The notice inviting Tender, instructions to bidders, Appendix, Form of Agreement, Form of Tender as appearing before this part (i.e. Special Conditions) of the Tender as well as the subsequent parts like General Conditions, Technical Specifications, bill of quantities, approved list of materials and their brands, schematic drawings etc. are part and parcel of this Tender /offer and are binding on the Supplier.

The several documents forming the contract are to be taken mutually explanatory of one another such as, detailed drawings being followed in preference to small scale drawings and figured dimensions in preference to scale and special conditions of contract in preference to General conditions etc.

In the case of discrepancy between the schedule of quantities, the Specifications and /or the drawings, the following order of preference shall be observed as under.

- a) Description of item in Bill of Quantities.
- b) Particular Specification and Special Condition, if any,
- c) Execution Drawings.
- d) Indian Standard Specifications of BIS.

1. Tender Quantities

The quantities mentioned in the BoQ are indicative and are likely to vary as per requirement. Hence CIRT reserves the right to change the quantities to any extent as per the requirement. The Supplier will not have any financial claims over and above the agreed and accepted tender rates for any change in quantities.

2. Water and Electricity Charges:

The CIRT not supply water to the Supplier. The Supplier shall make his own arrangement for the supply of required quantity of water on his own.

The Electrical power will be provided by CIRT at one fixed point if required subject to availability. The Supplier shall make his own arrangement to draw the power from the given point to the site of work. The recovery will be made at actual.

In case of non-availability of electricity, no claim will be entertained. The land required for storage of material will be allotted by CIRT free of charge but at the location convenient to CIRT for the duration of contract only.

No space for labour camp will be provided since camp labour system is not allowed within site premises.

3. Rates :

The rates quoted by the Supplier shall be considered as the completed item gross rate. This gross rate includes the cost of all new materials, transportation, labour, Tools, Plant & machinery, water and electricity etc. required to complete the item and the said work as including necessary overheads and reasonable profit of the Supplier. The rates are also deemed to include all taxes, duties, octroi, excise, freight etc. No enhancement in rates shall be allowed on account of any increase in the cost of materials, labour and other factors as mentioned above including the taxes, excise etc. by an act of government or

any reason whatsoever including works contract tax/ Purchase tax etc. Thus, the quoted rates will remain unchanged throughout contract period including the extended period of contract.

4. Non- BoQ Items.

In respect of rates for such substituted / extra /new items, if there are any, the opinion of the Engineer-in-Charge in CIRT, as to whether it is an extra item or not and if so, what rate should be paid shall be final and binding on the Supplier. The rates for the non-BOQ items shall be worked out based on the rates of similar items from this Tender. In the absence of these rates the rates of similar items from other on-going contacts within premises shall be referred and adopted with mutual agreement.

However, the rates which cannot be derived as mentioned above shall be worked out based on the prevailing fair and reasonable market costs of materials and labour required to complete the extra item in all respects. Thus, the rate shall be cost of above (material + labour) plus GST plus 10% towards necessary overheads and reasonable profit of the Supplier. Suppliers are advised to settle the rate of these items as soon as items are ordered.

5. Payment Terms:

- a. 50% payment shall ordinarily be made after delivery of the Furniture.
- b. 50% payment shall ordinarily be made after satisfactory installation of the Furniture.

6. EMD and Security Deposit:

- EMD- Earnest Money Deposit of **Rs. Rs. 30,000/- (Rs. Thirty thousand only)** will be paid by the Supplier by DD or CIRT cash paid receipt along with the tender without which the tender will be rejected.
- SD –Security Deposit – 4% of the Tender Cost as security deposit.
- Release / Refund of Security Deposit –
EMD & SD of the above shall be released after completion of the Defects Liability Period of **12 months**. This will be released on account of any defects noted during the defect's liability period, to the satisfaction of Engineer-in-charge.

7. Technical Specifications:

All the items of works are to be executed as per the specifications mentioned in tender and item description given in Bill of Quantities and as per the directive of Engineer-in-charge. The specifications for various items shall be referred to relevant codes and items for which specifications are not available in the codes shall be carried out in accordance with good engineering practice and the directives of the Engineer-in-charge. The decision of the Engineer-in-charge in such case shall be final and binding on Supplier.

8. Materials & Samples:

All materials to be supplied and incorporated in the work by the Supplier shall be new and in accordance with relevant specifications. Samples of every material to be used in the work shall be got approved from CIRT/Consultant before incorporating in the work & should be displayed on site all the time while the work is in progress on site.

9. Mode of Measurement:

The mode of measurements shall be as specified or as per the relevant latest codes. If for any item the mode of measurement is not specified, the decision of Engineer-in-charge

from CIRT, about the mode of measurement shall be binding on the Supplier. If any doubt, please clarify before tender quoting.

10. Time Schedule and Notice :

The Supplier shall submit the work schedule with CIRT. CIRT will scrutinize and approve the same. Supplier shall abide by this approved supply and installation of the furniture items. Accordingly, the Supplier shall commence the work within Seven days from the issue of LOI/ WO/ handing over of site whichever is later. He will carry on the same with vigour at whatever locations and such portions as the Engineer-in-charge from CIRT may direct. If it shall at any time appears to the Engineer-in-charge from CIRT that the works or any part thereof are not being carried on so as to ensure completion of the whole work within the periods specified in the respective orders for different properties, he may give to the Supplier a written notice requiring the completion of the works by the time limited therein.

Supplier has to submit and get the approval of working drawing from CIRT with in 7 calendar days from commencement of the work. Material supply of working part shall reach to the site within 20 calendar days from commencement of the work and balance material supply with in 30 calendar days from commencement of the work. On supply of material, the installation should start immediately and complete with in stipulated time period.

11. Working on Holiday and at Nights :

No work shall be done between sunset and sunrise or on Sunday or on government holidays except with the special sanction of the Engineer-in-charge in writing previously obtained but the withholding of such sanction shall be no ground of complaint on the part of the Supplier as cause of compensation to them in any form.

12. Extension of Time

The time allowed for carrying out the work as entered in the work order shall be strictly observed by the Supplier and shall be reckoned from the date on which it is ordered to commence the work. The work shall proceed with all due diligence through out the stipulated period of the contract (time being deemed to be the essence of the contract on the part of the Supplier). In case of delay beyond the contract period due to any reason whatsoever the Supplier shall apply for necessary extension of time limit, at least 15 days before the date of completion of the contract period. CIRT will then extend the period suitably to keep the contract alive and to complete the project including meeting the necessary requirements. The Supplier hereby agrees that the extension of time thus requested by Supplier and granted by Engineer-in-charge of CIRT shall be treated as an extension of time without any claim of Supplier for compensation or damages for any reason whatsoever including those for which extension is granted. But time is the essence of the contract. Hence work has to be finished within specified time in any circumstances. In case of extended time limit of the contract due to reasons attributable to the Supplier, the clauses of fine will be valid and applicable.

13. Drawings, Designs etc.

The CIRT will make all efforts to give all drawings, designs, decisions etc., from time to time and Supplier may kindly request the same. No claim whatsoever shall be entertained for compensation for delay in supply of drawings, designs, decisions etc.

14. Supplier's Representative / Agents / Servants / Workman :

The Supplier shall employ only Indian nationals as his representatives, agents, servants, and workman and verify their antecedents and loyalty before employing them for the work. He shall ensure that no person of doubtful antecedents and nationality is in any way associated with the work. The Supplier shall employ qualified fulltime engineer for supervision of work and taking instruction from CIRT time to time. His name should be got approved before commencement of work. CIRT reserves the right to remove any of the Supplier's representative not complying with the above requirements.

15. Safety Norms :

The Supplier shall follow all the instructions as per CPWD Safety Code. Supplier must submit Insurance or ESI papers before Work Order Issuing.

16. Idemnity bond

On the acceptance of his tender, the Supplier will be required to execute an indemnity bond in favour of the employer against third party claims, civil or criminal complaints, site mishaps and other accidents or disputes, against any damages, loss or expenses due to or resulting from any negligence or breach of duty on the part of the Supplier, his sub-Suppliers or his employees and agents etc. as per the appropriate Indemnity Bond approved by the Employer.

17. Idle Labour and Overheads:

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

18. Liquidated Damages:

Should the work not be completed to the satisfaction of the Employer within the stipulated period, the Supplier shall be bound to pay to the Employer a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains uncommenced or unfinished after the expiry of the completion date. 1% (one percent) of the agreed contract value shown in the Tender per week subject to ceiling of 5% of the accepted contract sum or value of work done whichever is higher.

19. Tests & Certificates

Quoted rates shall include all the charges required to be paid by the Supplier for necessary tests to be carried out and certificates to be produced related to construction activities during the progress of work.

20. Labour Act :

All the disputes arising out of workmen compensation act will be Supplier's responsibility with the labour department and court of law and CIRT will never be a part for such discussions, arguments etc.

21. Arbitration:

All disputes and difference arising out of or in connection with the contract or the carrying out of work shall be referred to arbitration within the meaning of the 'Indian Arbitration Act 1940' within Pune jurisdiction.

Date :

Signature of Supplier with Seal

NAME OF THE WORK : SUPPLY AND INSTALLATION OF FURNITURE AT I & C CENTER, RANIPOL SIKKIM.

GENERAL CONDITIONS

1 Intimation by the Supplier:

The Supplier shall give in writing due intimation of the commencement and of the completion of the work immediately the work is commenced or completed. If any of the work are commenced by the Supplier without giving an intimation of its works and if later on any variations, additions or alterations are required to be carried out in such work or any of the works contemplated are required to be omitted with or without substitute of any other works in lieu thereof, the Supplier shall be liable to carry out the required variation, additions, alterations or removal at his own cost without asking for any payment for the extra expenditure which may be incurred due to such variations, additions, alterations or removal of any work which is required to be omitted.

2 Site Office:

The Supplier shall appoint an attendant at site regarding the ordered and instructions for the works to be delivered or communicated by the CIRT. The attendant appointed by the supplier shall be posted at site during working hours to receive such notices, orders or instructions, services of any notices, orders, instructions etc. Work order book, site order book, approval book such be provided by the Supplier in the offices at site, so that any instructions / decisions given by the Engineer-in-charge and or by the CIRT representative are recorded in the book and signed by all the concerned parties with date.

3 Setting out Operation:

The Supplier must provide, at their own cost, all materials, tools, equipment, and labor needed to properly set out the work. The supplier shall be fully responsible for making sure that the work is set out correctly and must quickly fix any mistakes the Engineer-in-Charge from CIRT points out. The Supplier must also provide any Labour, materials, or tools needed by the Engineer-in-Charge.

4 Inspection by CIRT Officials:

The Supplier shall give access to any official from CIRT to inspect any of his work yards or workshops for the purpose of enabling them to examine any materials, whether under preparation or otherwise and shall by all means, in his power facilitate such examination or inspection.

5 Material not as per approved sample / specification:

If any materials which the Engineer-in-charge may consider to be of inferior quality or otherwise unsuitable shall be brought to the work (whether the Engineer-in-charge shall have passed the same or drawn the Supplier's attention to the unsatisfactory nature thereof or not) the Engineer-in-charge may by written notice require the Supplier within 24 hours to remove such inferior or unsuitable materials from the ground and forthwith replace the same with other suitable materials according to the specification of the Engineer-in-charge, if the Engineer-in-charge shall be of the opinion that any such inferior or unsuitable materials can by further labour cleans or other treatment be rendered suitable and fit for the work, may by like notice require the Supplier within such time as the Engineer-in-charge shall think reasonable to take such measures as shall be necessary in that behalf. In default of compliance by the Supplier with any such requisite as aforesaid it shall be lawful for the Engineer-in-charge to cause such materials to be removed as rubbish or to cause such measure as aforesaid to be taken in reference thereto

in either case at the Supplier's risk and cost and the amount of any expense to incurred shall be charged to the Suppliers. All materials before incorporation of the work will be approved by the representative of CIRT. They will be preserved till the completion of work to avoid dispute. After completion of the work, the samples will be returned to the Supplier.

6 Sub-standard work :

The Supplier shall within 24 hours after notice in writing to that effect pull down and remove such portions of the work or works as the Engineer-in-charge from CIRT may consider to be executed in an unsatisfactory manner and shall proceed to substitute other work to the satisfaction of the Engineer-in-charge from CIRT, in place of the work so removed or pulled and the Supplier shall be bound to remove such work and proceed as last here in before provided even though the Engineer-in-charge, inspector may have passed the said work or failed to draw the Supplier's attention to the unsatisfactory nature thereof.

7 Penalty/Compensation for materials for work not as per specific conditions:

All such work as is not in accordance with the direction of the Engineer-in-charge from CIRT or is composed of materials disapproved by him or the workmanship whereof is disapproved by him shall be taken down and removed by the Supplier at his / their own risk and cost within 24 hours after receipt by him / them of a notice to that effect signed by the Engineer-in-charge from CIRT shall be at liberty at the risk and cost of the Suppliers to take down and remove the same and cause such work to be executed by any person or persons at such rates and prices as the the Engineer-in-charge may think proper and the cost and expenses including taxes thereby incurred including 10% supervision charges on the works.

8 Penalty / Compensation for Labour Component failure :

All orders of the Engineer-in-charge from CIRT for supply of labour for the execution of work shall be promptly attended to and executed by the Supplier and in case in the opinion of the Engineer-in-charge from CIRT, their shall be any failure or undue delay on the part of the Supplier in attending to or executing the same with due diligence, the Engineer-in-charge from CIRT shall be at liberty to procure such labour from or cause such work to be executed by any reason or persons at such rates and prices as the Engineer-in-charge from CIRT may think proper and the cost thereof and all expenses incurred including taxes thereby including 10% supervision charges on the works executed shall be deducted from any money due or to become due to the Suppliers under this agreement or any other contract

9 Compensation for non-completion of Contract :

In any case in which under any clauses of this contract the Supplier shall have rendered himself liable to pay compensation amount to the whole of his security deposit (whether paid the one sum or deducted by installments) or in the case of abandonment of the work owing to serious illness or death of the Supplier or any other cause, the Director of CIRT shall have power to adopt any of the following courses, as he may deem best suited to the interest of the institute.

To rescind the contract (of which recession notice in writing to the Supplier under the hand of the Engineer-in-charge from CIRT shall be conclusive evidence) and in that case the security deposit of the Supplier shall stand forfeited and be absolutely at the disposal of the institute.

To employ labour paid by the CIRT and to supply materials to carry out the work, or any part of the work, debiting the Supplier with the cost of the labour and the price of the materials (as to correctness of which cost and price of the certificate of the Engineer-in-charge from CIRT shall be final and conclusive against the Supplier) and crediting him with the value of the work done, in all respects in the same manner and at the rates as if it had been carried out by the Supplier under the terms of his contract and in that case the certificate of the Engineer-in-charge from CIRT as to the value of the work done shall be final and conclusive against the Supplier.

If the Supplier fails to complete the work due to any reasons, the work which will be unexecuted out of his hands, will be given to another Supplier to complete, in which case any expense which may be incurred in excess of the sum which have been paid to the original Supplier, if the whole work had been executed by him (as to the amount of which excess expense the certificate in writing of the Engineer-in-charge from CIRT shall be final and conclusive) shall be borne by the original and shall be deducted from any money due to him by CIRT under the contract or other wise or from his security deposit or the proceeds of sales thereof or a sufficient part thereof. In the event of any of the above courses, being adopted by the Engineer-in-charge from CIRT, the Supplier shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials, or entered into any engagements, or made any advance on account of or with a view to the execution of the work of the performance of the contract. And in case of contract shall be rescinded under the provision aforesaid, the Supplier shall not be entitled to recover or be paid any sum for any work thereto for actually performed by him under this contract unless and until the Engineer-in-charge from CIRT shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he shall only be entitled to be paid the amount so certified.

10 Contracotr's responsibility towards work and people :

- a) The whole of the work specified and provided for in the specification or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial and workmanlike manner with materials of the best and most approved quality of their respective kinds agreeable to the particulars contained in or implied by the specification as referred to in and represented by the drawings, or to such other additional particulars, instructions and drawings as may be found requisite to be given during the carrying out the works and to the entire satisfaction of the Engineer-in-charge from CIRT according to the instructions and directions which the Supplier may from time to time and at all time to inspect, examine and test the materials workmanship and shall any and every such time reject any or of the materials or workmanship which may seem to him defective or unfit or improper for the several purposes to which they are applied or intended to be applied or not in accordance with the description mentioned in or intended by the specification, the said drawings, instructions or direction respectively
- b) The Supplier shall comply with the Workmen's Compensation Act in respect of the work to be executed by him under this contract and shall pay any damage.

The Supplier shall take out a policy as per the provision of the Workmen's Compensation Act for the purpose of ensuring compensation to the workers engage by them. The Supplier shall not be permitted to commence the work unless such policy has been issued by them in favour of their workers as well as CIRT people and property.

c) **Safety Measures :**

The Supplier should take all precautions and safety measures for the works of the labours working at site and particularly while executing the work at roof level the Supplier should provide safety belts, safety ladders etc.

- d) The Suppliers shall be responsible for all risks to the work, and shall make good at his own cost all loss or damage whether to the works themselves or to any other CIRT property or to the lives, persons, or property of other from whatsoever causes arising out of or in connection with the works during contract and defect liability, when the work of defects removal is in progress and this although all reasonable and proper precautions may have been taken by the Suppliers and in case the Engineer-in-charge shall be called upon to make good any such costs, loss or damages or to pay compensation to the person or persons sustaining damage as aforesaid by reason of any act of any negligence or omission on the part of the Supplier, the amount which the Engineer-in-charge may pay in respect thereof and the amount of any cost or charges (including low costs and charges in connection with legal proceedings) which he may incur in reference thereto shall be charged to the Suppliers. The Engineer-in-charge shall have full power and right at his own discretion to pay or to defend or compromise any claim which may be made against the CIRT for damage or in case of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Suppliers to take such steps as he may consider necessary or desirable to ward off or mitigate the effect of such proceedings charging to the Suppliers as aforesaid any sum or sums of money which he may pay and any expenses whether for reinstatement or otherwise which he may be incurred and the property of any such payment defense or compromise or of the incurrence of any such expenses shall not be called in question by the Supplier.

11 Supplier to employ Lisc. Agencies:

The Supplier shall in respect of the work or works to be executed by him under these presents, have to engage the services of a Licensed plumber to supervise the works of drainage and water fittings and shall confirm to all the rules regarding testing of pipes, fittings and certification of works.

12 Bill of Quantities

a) **Quantities Approximate**

The quantities set out in Bill of Quantities are the estimated quantities of the work to provide as guidance for the Supplier they are not to be taken as the actual and correct quantities of the works to be executed by the Supplier in fulfillment of his obligations under the contract. No liability shall therefore attach to the employer for any error that may be discovered therein. Quantity may change to any extent, despite Supplier to execute all the quantities and no claim will be entertained under any circumstances on this account.

b) **Errors:**

Should any error appear in the bill of quantities other than in the Supplier's prices and calculations, it shall be rectified, and such rectification shall not vitiate the contract but shall constitute a variation of the contract and be dealt with as an authorized extra or deduction.

c) **Sufficiency:**

The Supplier shall be deemed to have satisfied himself before submitting the Tender as to the correctness and sufficiency of his tender for the works and out of the rates and prices stated in the priced Bill of Quantities and /or the Schedule of Rates and prices which

rates and prices shall except in so far as it is other wise provided in the contract cover all his obligations under the contract and all matters and things necessary for the proper completion, Supplier shall fill this form and enclose it with both the copies of the tender.

- d) This is an item rate tender, which will be concluded as legal contract with the successful Supplier.

13 Signing of Contract:

The successful bidder / Supplier will be issued LoI / Work Order on acceptance of his tender by the employer. This LoI / Work Order along with the following documents shall be treated as the contract document. The documents are notice inviting tender, instruction to bidders, general and special conditions related to the tender including Appendix, general and particular specifications, approved list of materials and their brands, all drawings and all relevant correspondence, etc. All the pages of this contract documents shall be duly signed by both the parties. All the costs, charges and expenses incurred in connection with this signing of contract including stamp duty and all other disbursements shall be paid by the Supplier.

14 Government permits and License Fees

All License fees and execution fees also obtaining license and permission for all stage as per Central and State government rules shall be Supplier's responsibility and must be covered in the rate analysis of relevant items of work. CIRT will not entertain any claim whatsoever in this respect. Also, all the costs, charges and expenses incurred in connection with this contract including stamp duty and all other disbursements shall be paid by the Supplier.

15 Income Tax

The Income Tax at prevailing rate specified by the Central Govt. of India from time to time during the currency of the contract shall be deducted from the bill and deposited to the Government.

16 Decisions and Orders by Engineer –In –Charge:

All technical and commercial decisions regarding the supply and installation of the furniture, use of machinery, payment of running bills will be awarded by the Engineer –In –Charge of CIRT and these decisions will be binding on the Supplier. Also, the Supplier shall have to carry out such work or works as may be ordered by the Engineer –In –Charge.

17 Insurance:

The Supplier to ensure that before commencement of the job, all his machinery, tools, tackles, transportation, vehicles, officers, staff, labour working at site will be properly insured against any accident and mishap with proper insurance policy, copy of which to be submitted to CIRT. The CIRT's officials, engineers, consultants present on site in connection with supervision of work will also be insured.

18 Equipment and Machinery:

The Supplier must arrange for necessary equipment and machinery to complete the work in agreed contract period. However, the Supplier will arrange for any substitute equipment and machinery, as may be required, if the site equipment and machinery fails while executing the job.

19 Collection of Material

The Supplier shall collect the materials on level ground and stack in closely packed stocks as per various grading separately as directed by the Engineer –In –Charge from CIRT

20 Site Clearance

On completion of the work, the Supplier shall clear the site at his own cost to the entire satisfaction of the Engineer –In –Charge from CIRT and hand over in tidy condition.

Signature of Supplier with Seal