

TERMS & CONDITIONS FOR WORKS

CDS/CA/6.3.0/F 07/R2

1. The quotation shall be in the prescribed form and shall be valid for a minimum period of three months from date of its opening. Should the tenderer modify or withdraw his quotations within the said period of 3 months, from the date of its opening, the earnest money deposited by the tenderer shall be forfeited.
2. The Director shall be the Accepting officer, hereinafter referred to as such, for the purpose of the contract.
3. All rates shall be quoted in the prescribed form.
4. All the rates must be filled-in, in both words and figures.
5. The quotations shall be accompanied by the Earnest Money of **Rs. 3500/-** in the form of Online deposit slip / Net banking or demand draft drawn in favour of the Director, National Institute of Electronics and Information Technology, Calicut, payable at State Bank of India, NITC Branch.
6. On acceptance of the quotation, earnest money will be treated as part of the Security Deposit. Failure of the successful tenderer to carry out the quoted work shall entail in forfeiture of the total earnest money/security deposit.
7. The amount of security deposit including the amount of earnest money shall be 5% of the tendered cost of the work. Upon acceptance of the quotation, the successful tenderer shall within 10 days of the written acceptance of his quotation, deposit with NIELIT, Calicut an amount equivalent to 5% of the value of the works at the accepted rates.
8. NIELIT Calicut will return the earnest money without any interest to unsuccessful tenderers.
9. The time of completion of the work shall be by **20 Working Days**
10. In case the Contractor fails to complete the work on or before the stipulated completion time, he shall be liable to pay 1% of the total order value as liquidated damages for each day of default.
11. If the work cannot be completed within the stipulated completion time due to any unforeseen or unavoidable reasons beyond the control of the Contractor, he shall seek prior permission from the Competent Authority, well before the stipulated completion time itself, for delayed execution of the work, clearly stating the reasons for delay as well as fresh date of completion.
12. There will be 15 days time from the date of issue of the acceptance letter for commencement of work.
13. The defect liability period will be of **one year** duration, upon satisfactory completion of which, the security deposit will be refunded to the tenderer.
14. The tenderer is required to comply with the provision of all the Acts/legislations of the Govt. relating to the Labor laws, and the rules and regulations made there under from time to time and to submit at the proper time, all particulars and statements required to be furnished to the Labor authorities concerned.
15. The tenderer shall give all necessary personal superintendence during the execution of the works.
16. No materials shall be supplied by NIELIT Calicut except those mentioned.
17. The contractor shall make his own arrangements for water required for the work and nothing extra will be paid to him for the same. If the contractor is unable to make his own arrangements, on written request, the Centre may consider water supply for the work and 1% of the value of the total work done towards water charge shall be deducted from the bill.
18. Payment shall be released after satisfactory completion of the work. The work is to be carried out in accordance with the CPWD specifications, rules and regulations.
19. The successful tenderer, within one week of award of the work to him shall submit to the Director an illustrative and suitable colored work-time chart.
20. The materials to be used in electrical installations shall be of approved make and quality as specified in the schedule of quantities and shall conform strictly to the relevant Indian Standard Specifications.

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21. (1) During the execution of work, unless otherwise specified, the contractor shall at his own cost provide the materials and execute all shoring, timbering and structures, excavations and works and shall ensure that no damage, injury or loss is caused or is likely to be caused to any person or property.
- (2) The Contractor shall be responsible to take all precautions to ensure the safety of the public employee/property and shall post watch and guard as may be required by the Engineer-in-charge.
- (3) The Contractor shall employ adequate number of technically qualified personnel as per Central Government/CPWD Rules for proper supervision of the work.
- (4) The technical staff should be available at the site, whenever required by NIELIT Calicut to take instructions.
- (5) In case the contractor fails to employ these technical staff as aforesaid he shall be liable to pay a reasonable amount not exceeding Rs.750/- for each month of default.
22. Sales tax or any other tax on materials in respect of his contract shall be payable by the contractor and NIELIT Calicut shall not entertain any claim whatsoever in this respect.
23. The work shall be carried out as per the drawing showing the layout of internal electrical installation. The NIELIT Calicut reserves the right to make any changes or modifications in the layout. No claim from the contractor on account of any change in layout shall be entertained by NIELIT Calicut.
24. The Contractor shall prepare necessary drawings for approval from Electrical Inspectorate.
25. NIELIT Calicut is not bound to accept the lowest quotation and the accepting officer may reject in part or in full or all the quotations without assigning any reasons.
26. In the event of any dispute, the decision of the accepting officer shall be final and binding on all concerned.
27. Statutory taxes/levies, viz., Income Tax, GST etc. shall be deducted at source as per the prevailing rules.
28. The contractor shall comply with the requirements of all the prevailing tax laws in force such as Income tax act, GST etc.

For NIELIT CALICUT

The above terms and conditions accepted

Date:

(Signature, Name and Address of the Contractor)