

## ***ANNEXURES***



			<p>to the quality or workmanship or materials used on the work or as to any other question, claim right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, specifications, estimates, instructions, orders on these conditions or otherwise concerning the works, or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitration of the person appointed by the Director General, Council of Scientific and Industrial Research. The arbitrator shall be appointed within 30 days from the receipt of a request by any party. The arbitrator to whom the matter is originally referred, being unwilling or unable to act for any reason, the Director General shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The arbitrator shall give a speaking award. The Award of the Arbitrator shall be final and binding on the parties. The cost of the Arbitrator shall be borne equally by both the parties.</p> <p>(b) It is also a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount of amounts claimed in respect of each such dispute.</p> <p>(c) It is also a term of the contract that if the contractor does not make any demand for arbitration in respect of any claim in writing within 90 days of receiving the intimation from the Employer that the final bill is ready for payment, the claim of the contractor will be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims.</p> <p>(d) Subject as aforesaid the provisions the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof and the rules made there under and the time being enforced shall apply to the arbitration reference under this clause.</p>
12	18	Add para 30	<p>Add para 30 to as under : “DISMANTLED MATERIAL: The contractor shall treat all material obtained during dismantling of a structure, services sub systems/installations, excavation of the site of a work etc. , as employer’s property and such material shall be disposed of to the best advantage or the Employer according to the instructions issued in writing by the Engineer.</p>
13.	18	Add para 31	<p>Add para 31 as : Performance Guarantee. “Performance Guarantee may be taken from the Contractor before the award of work, by the officer authorized to award the contract , if and where considered necessary, to ensure that a part or whole of the contract is completed by the contractor. In case of non-performance, this guarantee could be encashed.</p>
14.	19	2	<p>Modify as “In case of any discrepancy, the order of precedence in interpretation shall be as under :- (i) Schedule of quantities (ii) Drawings</p>

		<ul style="list-style-type: none"> <li>(iii) Additional conditions</li> <li>(iv) General conditions of contract</li> <li>(v) Special condition</li> <li>(vi) Additional Technical Specifications</li> <li>(vii) CPWD latest Civil and Electrical Specifications</li> <li>(viii) IS Codes</li> <li>(ix) International codes</li> <li>(x) Best Engineering practice</li> </ul>
15.	24	<p>Add Annexure III as below :-  Contractor's site superintendence  Staff to be employed by contractor on works : The contractor shall employ the following technical staff during execution of works :-</p> <p>(a) For building and road works</p> <ul style="list-style-type: none"> <li>(i) One Graduate Engineer, when the tendered cost of work exceeds Rs. 10 lakhs.</li> <li>(ii) One qualified Diploma holder (overseer) with experience not less than 3 years when the tendered cost of work exceeds Rs. 5 lakhs but is less than Rs. 10 lakhs.</li> <li>(iii) One qualified Diploma holder when the tendered cost of work is more than Rs. 2 lakhs but less than Rs. 5 lakhs.</li> </ul> <p>(b) For sanitary and water supply works One qualified diploma holder with experience of not less than 5 years, out of which one year should in sanitary and water supply works when the tendered cost of work is more than Rs. 50,000.</p> <p>(c) For electrical works:</p> <ul style="list-style-type: none"> <li>(i) One qualified Graduate Electrical Engineer from recognized University with an experience of not less than 3 years, or a Diploma holder in Electrical Engineering with an experience of not less than 7 years when the tendered cost of the work is not less than Rs. 1.5 lakhs.</li> <li>(ii) One Graduate Electrical Engineer with two years experience or a Diploma holder in Electrical Engineering with experience of not less than 3 years, when the tendered cost of the work is more than Rs. 75,000 but less than Rs. 1.5 lakhs.</li> <li>(iii) One Diploma holder in Electrical Engineering with experience of not less than 3 years when tendered cost of work is more than Rs. 37000 but less than RS. 75000/-.</li> <li>(iv) One licensed Supervisor with experience of not less than 3 years when the tendered cost of work is more than RS. 7500/- and less than Rs. 37000/-</li> </ul> <p>(d) In case the contractor fails to employ the technical staff as aforesaid, he shall be liable to pay reasonable amount not exceeding the amount shown below for each month, of default. These recoveries are subject to modifications from time to time by CSIR based on CPWD :-</p> <ul style="list-style-type: none"> <li>(i) In case when a Graduate Engineer is to be employed -----Rs. 3000/-</li> <li>(ii) In case when a qualified Diploma holder is required to be employed----- Rs. 1500/-</li> <li>(iii) In case when a technical supervisor is required to be employed -----RS. 750/-</li> </ul>

S.No.	Page	Condition of contract for works in CSIR	Amended Provision
1.	Page 2 para 17 (c)	Security deposit shall be deducted from the running bills at 10% of the gross value of the work done and measured inclusive of Earnest Money subject to a maximum of Rs. 5.00 lakhs (Rupees five lakhs only).	A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. In addition, the contractor shall be required to deposit an amount equal to 5% of the tendered value of the contract as Performance security within the period prescribed for commencement of work in the letter of award issued to him.
2.	Page 15 para 26 (a)	Security deposit: The contractor shall permit the Employer at the time of making any payment to him for the work done and measured to deduct sum @ 10 % on the gross value of work done in each running bill along with the earnest Money if any, as already deposited by the contractor will amount to 10 % of the estimated cost or Rs. 5.00 lakhs which ever is less, unless full amount of security deposit in cash or in the form of fixed deposit receipts pledged in favour of the Employer has been deposited.	As per 1 above.
3.	Page 16 para 28 (a)	Escalation: If the prices of materials not being supplied by the Employer and/or wages of labor required for execution of the work increase, the contractor shall be compensated for such increase as per provision detailed below and the amount of the contractor shall accordingly be varied, subject to the condition that the compensation for escalation in prices shall be available only for the work	Escalation: If the prices of materials not being supplied by the Employer and/or wages of labor required for execution of the work increase, the contractor shall be compensated for such increase as per provision detailed below and the amount of the contractor shall accordingly be varied, subject to the condition that compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract, is validly extended under

		done during the stipulated period of the contract including such period for which the contract is validly extended under the provision of clause 22 of General Conditions of Contract without levy of compensation under Clause 20 of General Conditions of Contract and also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is six months or less. Such compensation for escalation in the prices of materials and labor when due, shall be worked out based on the provision.	the provision of clause 22 of General Conditions of Contract without levy of compensation under Clause 20 of General Conditions of Contract and also subject to condition that no such compensation shall be payable for a work for which the stipulated period of completion is eighteen months or less. Such compensation for escalation in the prices of materials and labor when due, shall be worked out based on the provision.
4.	Page 3 new para 20	Not existing.	Purchase preference will be given to Central Public Sector Enterprise (CPSE) FOR AWARD OF WORKS COSTING Between Rs. 5 crores to Rs, 100 crores as per provisions contained in Para 20.10.9 in CPWD Manual 2003 and OM No. DPE/13(12)/2003-Fin. Vol. II dated 18.07.05 issued by department of Public Sector Enterprises, Govt. Of India.

#### Earnest Money Deposit (EMD)

Presently Earnest Money to be deposited by the contractor is 2.5% of the estimated cost with a maximum limit of Rs. 1.00 lakh. There is change in EMD also.

The Earnest money to be deposited by the Contractor while submitting tender will be 2% of the estimated cost of works costing up to Rs. 25 crores. For works above Rs. 25 crores the Earnest Money will be Rs. 50 lakhs and 1% of the excess of the estimated cost over Rs. 25 crores.