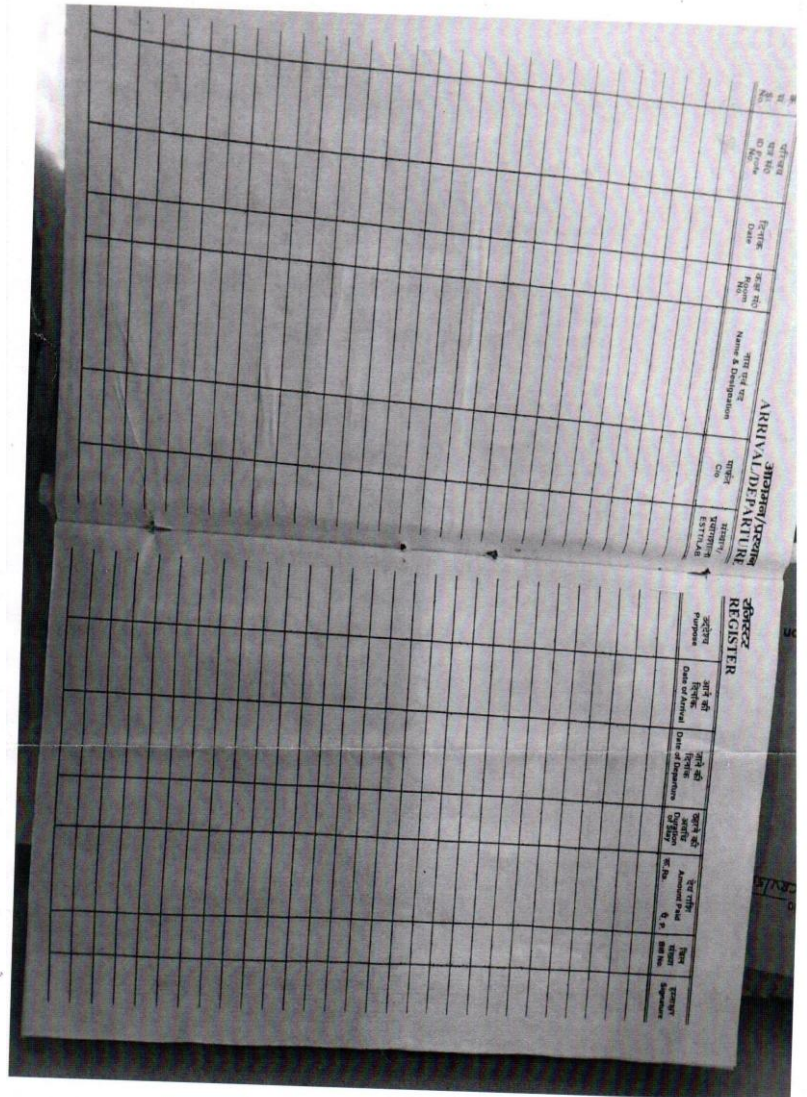
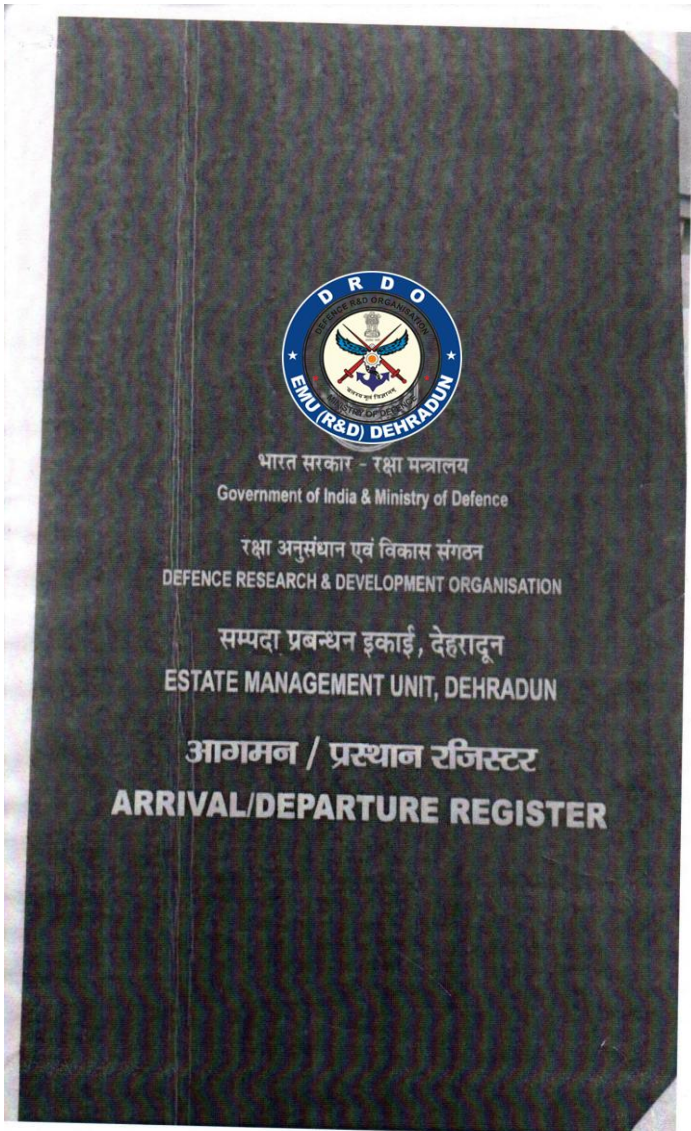
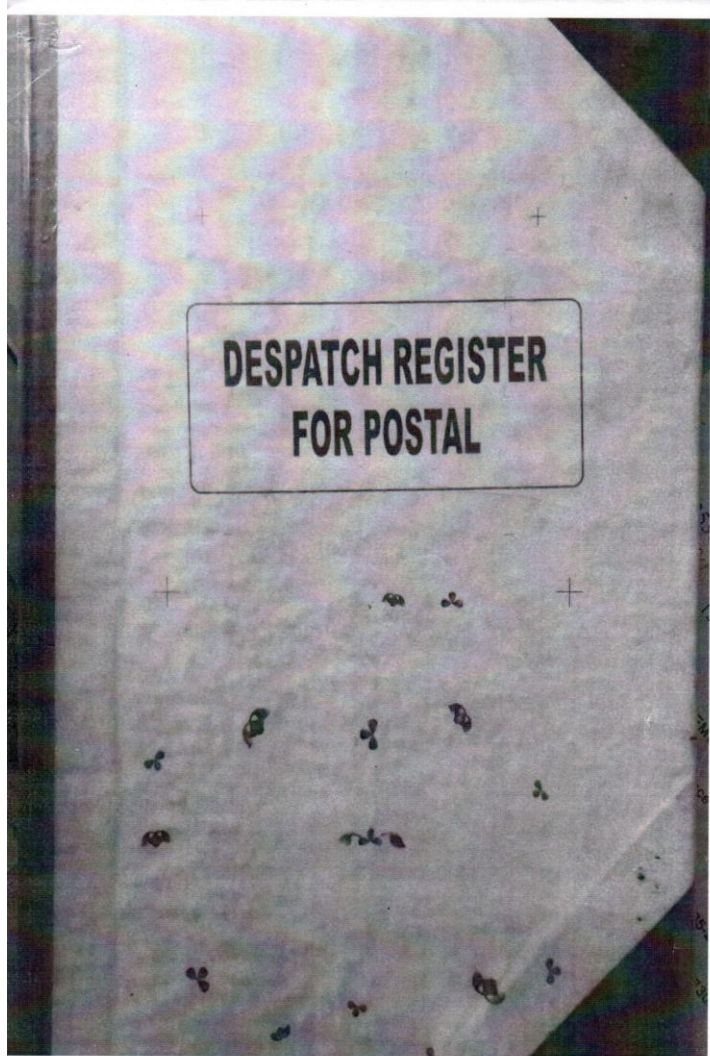


PURCHASE OF MISC ITEMS FOR EMU (R&D) OFFICE, DEHRADUN.

Sr. No.	Nomenclature	A/U	Qty
1	Century A4 Size With 75g Per Square Meter Copier Paper A4 Size 210mmx297mm, and Substance 75g Only Century Authorized Dealer will supply the item approved by accepting officer, complete all as specifies and directed by Engineer in Charge.	Nos	100
2	Arrival/Departure Register Size 34 cm X 22 cm (LxW), included 400 Page with good quality lite green paper (Description printing format for page, Copy Enclose) as approved by accepting officer, complete all as specifies and directed by Engineer in Charge.	Nos	12
3	Dispatch Register For Postal Size 34 cm X 22 cm (LxW), included 400 Page with good quality lite green paper (Description printing format for page, Copy Enclose) as approved by accepting officer, complete all as specifies and directed by Engineer in Charge.	Nos	06
4	Bag pack for Dispatch Runner Size 60 cm X 45 cm (LxW) Weight Carrying Capacity 15 Kg as approved by accepting officer, complete all as specifies and directed by Engineer in Charge.	Nos	01

SAMPLE OF REQUIRED ITEMS

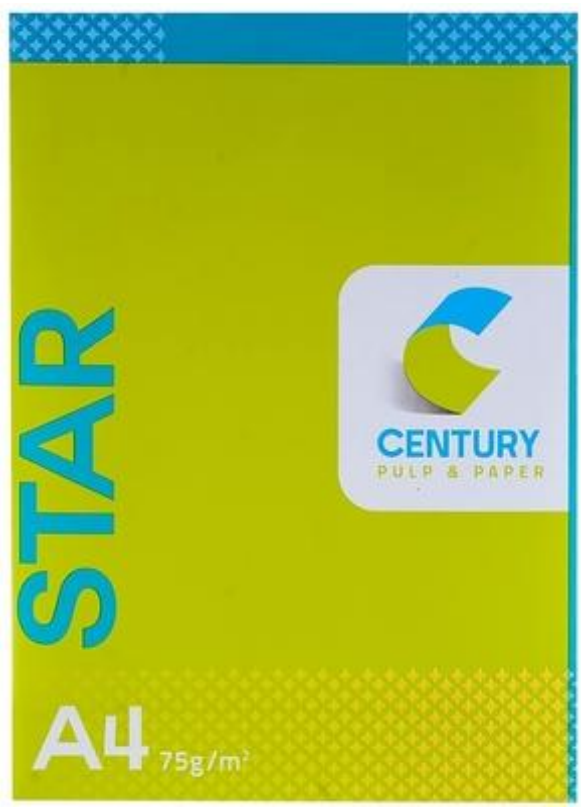




DESPATCH REGISTER FOR POSTAL

Number..... Date.....

Sl. No. (1)	Number of the Communication (2)	Address (3)	Value of Stamps affixed (4)



GENERAL CONDITIONS: Scope of Work:-

The Scope of work shall be carried out in accordance with standard engineering practices/codes, specifications and as per drawings and site instructions of the rep of EMU (R&D), Dehradun.

1.2 Replaceable components/ equipment shall be procured and replaced on prior approval by EMU (R&D), Dehradun or his authorized Rep. Cost of such replaceable will be reimbursed along with the monthly maintenance bills on production of purchase bills with profit and overheads @ 10% over the actual cost. All replaceable shall be of original make or approved by Estate Manager, EMU (R&D), Dehradun/ his rep.

1.3 Cost of all stationary related to Log Books, Service Reports, Ledgers and Records shall also forms part of the Scope of Work.

1.4 The scope of work also includes liaison with local municipal/ electricity authorities for all necessary requirement and collection and handing over of payment towards tariff charges within the stipulated deadlines shall be responsibility of the contractor.

Conditions -2 (Definitions):-

2.1 Job Order means the documents referred to herein before and acceptance thereof, the specifications and the drawing if loaned to contractors for the purpose of costing and any other documents, as applicable together shall be deemed to form one job order and shall be complementary to one another.

2.2 "Work" shall mean all works, supplies and service to be executed / made or performed by the contractors under this Job Order.

2.3 "Site" means the area identified by Estate Manager, EMU (R&D), Dehradun or his authorized rep. Where the work is to be carried out or executed under this job Order or any other place (s) as changed by the Estate Manager for the purpose of carrying out the work.

2.4 "Contractor" means an individual or firm or company where incorporated or not, undertaking the work and shall include the legal authorized representative of such individual or firm or company.

2.5 "Government" or "Owner" means the "President of India", his successors in office and assignees acting and through Estate Management Unit (R&D), Sanchar Vihar, Raipur Road, Dehradun – 248001, hereinafter referred to as EMU(R&D), Dehradun.

2.6 The "Accepting Officer" means the duly authorized officer who can sign the job Order on behalf of the President.

2.7 "Construction Plant and Equipment" means all equipments machinery, appliances, tools, tackles etc., of whatever nature required in or for the execution, completion or maintenance of the works, or temporary works.

2.8 "Approval" shall mean approval in writing by the Engineer or any authorized representative of the Accepting Officer.

2.9 "Month" shall mean calendar month as per the Gregorian Calendar.

2.10 "Week" means seven days without regard to the number of hours worked or not worked in any day in that week.

2.11 "Date of Completion" means the date for completion of the whole or any part of the work, set in or asserted in accordance with the individual work orders or any subsequent amendment thereto.

2.12 "Engineer-in-charge (EIC) " or "Site Engineer" or "Engineer" means an officer appointed by Estate Manager, EMU(R&D), Dehradun to supervise the work or part of the work.

2.13 "Defects liability period" or "Maintenance Guarantee Period" means the specific period allowed in the job order for rectification of defects, repairs/renewals, making good defaults, commencing immediately after certified completion date of the work to run for the period so specified.

2.14 Specifications shall mean all technical specifications, statements of technical data, schedule of items/quantities/rates, drawings, sketches, Indian and British standards instructions etc., according to which the work shall be executed by the contractor.

2.15 "Drawing" shall mean any and all drawings including working drawings and sketches or any modifications enclosed with quotation or issued from time to time by the Engineer to the contractor for execution of work.

2.16 "Job price" shall mean the price for which the JWO has been issued. "Final Job Work Order Sum" shall mean the same to be paid by the Owner to the Contractor for executing work and shall be computed at the applicable rates as per the schedule of items/quantities/rates forming part of Job Work Order.

2.17 "Approval" shall mean approval in writing by the Engineer or any authorized representative of owner.

Condition -3 (Execution of Work)

3.1 The contractor shall be responsible for executing the job as per detailed scope of work and these conditions in a workman like manner and as per the standard Engineering practice. All materials, labour, tools, plants, equipments, and transport etc., shall be procured by the contractor from his own resources. These shall be subject to approval by the EMU (R&D), Dehradun or his authorized representative.

3.2 All stores and materials to be supplied by the contractor shall be best of the respective kinds described in the specifications and the contractor shall, at his own expense supply samples of such stores and materials as may be required by the Engineer –in-Charge or Estate Manager who may reject all stores and materials not corresponding both in quality and character with approved samples. Officers concerned with the Job Order shall have power to inspect and examine any stores and materials intended to be used in the works either on or off the site and the contractor shall give such facilities as may be required for such inspection at any time.

3.3 If in the opinion of the Estate Manager, any work/or stores, materials provided by the contractor are not in accordance with or are inferior to those ordered, the contractor on demand in writing from the Estate Manager shall forthwith rectify at his cost and risk all defects notwithstanding that the work and or the stores and materials may have been passed, certified and paid for. In the event of contractor's failure to do so, the Estate Manager may get the defects rectified and recover the expenditure thus incurred from the contractor.

Condition -4 (Inspection of Work Site)

Inspection of site: The contractor is supposed to have inspected the site before quoting and make himself aware of the site conditions. Nothing extra shall be admissible for any misunderstanding on this account.

Condition -5 (Working Hours)

The contractor has to observe working hours as per the rules laid down by the authority controlling the area. To work on closed days/ holidays, the contractor shall obtain necessary permission in writing. The contractor is supposed to have taken into account the above working conditions in their quoted prices.

Condition -6 (Issue of Notices)

All notices to be given or taken hereunder on behalf of the Govt. will be served by the EMU (R&D), Dehradun or by an Officer who is entrusted with the functions, duties and responsibilities of the said Estate Manager.

Condition -7 (Matter relating to Job work)

Matter relating to the above said work, the technical points or any other issue will be resolved by manual discussion.

Condition -8 (Site Clearance)

The contractor is to undertake clearance of site, restoration of space occupied for his material, stores etc., immediately after completion of this job at his cost.

Condition -9 (Labour)

The contractor shall employ labour in sufficient numbers regularly or seasonally to maintain the required rate of progress and quality to ensure workmanship of the degree required by specifications and to the satisfaction of the Engineer-in –Charge/ Estate Manager. Only Indian National shall be employed by the Contractor. Contractor shall abide by all labours laws/ acts in force.

Condition -10 (Minimum Wages)

The following acts as amended from time to time shall be compiled with by the contractor. Payment of Wages Act 1936, Minimum Wages Act 1948, Employer's liability Act 1938 and Workman's Compensation Act 1923. The contractor shall pay not less than the 'Minimum Wages' to laboures engaged by him on the work, as per monitoring issued by Chief Labour Commissioner. All Payment shall be done through ECS only.

Condition -11 (Increase in prices of materials and wages)

Particularly, attention of the contractor is drawn to the fact that if during progress of the work, prices of materials to be incorporated in the work or wages of labour increase as per any Govt. directions coming into force by any fresh law or statutory rule or order, no escalation shall be admissible. Contractor should keep this aspect into consideration while quoting for this work.

Condition -12 (Defects liability period/Maintenance Guarantee Period)

"Maintenance Guarantee Period (herein-before referred to as "Defects liability period") for the work catered for in this order shall be 24 (Twenty Four) months from the certified date of completion or as specified in the respective item. The contractor shall have to maintain such work during this period to the entire satisfaction of the EMU (R&D), Dehradun without any extra cost to the Govt.

Condition -13 (Force Majeure – Extension of time)

If either of the parties suffer delay in due execution of their obligations due to the operations of one or more of the force majeure events, such as (but not limited to) as act of God, War, Flood, Earthquakes, strikes, lockouts, epidemics, riots, civil commotion etc., the agreed time of completion of the respective obligations shall be extended by a period of time equal to the period of the delay caused by such events on the occurrence and happening of any such events, the party, affected thereby shall give notice in writing to the other party. Such notice to be given within One Week of the occurrence of the event/happening. If the Force Majeure conditions continue beyond 30 days, the parties shall mutually decide about the future course of action. Extension for any other reason accepted by the dept. as beyond contractor's control shall also be accorded.

Condition -14 (Cancellation of job order in part or in full)

If the Contractor:-

- i) Makes default in commencing the works within a reasonable time from the date of handing over the site.

OR

- ii) In the opinion of Estate Manager makes default, at any time, in proceeding with the works with due diligence.

OR

iii) Fails to comply with any of the terms and conditions of the job work order.

Then: The accepting officer may, without prejudice to any of the rights or remedies under the condition of job order, cancel the order after 14 days prior notice in already completed which, in the opinion of the Estate Manager, is in accordance with the accepting officer exercises his authority to CANCEL the job order as a whole or in part, he may adjust the accounts accordingly.

Condition -15 (Arbitration):

Ref. Indian Arbitration Act 1996: All disputes between the accepting officer and contractor, (other than those for which the decision of any person is by the condition of job order expressed to be final and binding) shall after written notice by either party to the other be referred to the sole Arbitration of an Officers to be chosen out of a panel of three names from among the nominated by CCE(R&D) Estates (North), Chandigarh. The award of the Arbitrator shall be final and binding on the both the parties. Arbitration if any will be under jurisdiction of Chandigarh.

Condition -16 (Deductions from Job Work Order Price)

Owner reserve the right to carry out post payment audit and Technical Examination of the works and final bill and enforce recovery when detected. If, as a result of such audit and Technical Examination, any over payment is discovered in respect of work done under this job work order, the contractor on written demand will make payment of a sum equal to the amount of over payment or agree to effect necessary adjustment from any amount due to him by owner.

Condition -17 (Final Bills)

14.1 Final bills shall be prepared and submitted within 02 (Two) months from the date of completion by the contractor in duplicate to EMU(R&D), Dehradun with all supporting documents like abstract, Measurement Books, completion certificate, extensions of time (if any), vouchers, Manufacture Test Certificate, invoices wherever required etc., on the Performa approved by EMU(R&D), Dehradun.

14.2 Each final bill shall be supported by a “No Claim Certificate” and “Maintenance guarantee certificate” duly signed and dated by the contractor.

Condition -18 (Deviations)

The contractor shall undertake the work as per the scope of Job Order: In case the Government desire to carry out modifications /improvements /Additions /Alternations to those specifications laid down at Schedule hereto, the same shall be carried out by the Contractor on the under mentioned terms.

If the modifications/improvements are of a major nature and results in additional expenditure to the Contractor, Govt. will arrange extra payment as per laid down procedure and standard practice.

If the modifications / improvements are of a minor nature, the job is to be undertaken without any additional payment over and above the total cost.

Condition -19 (Valuation of Deviation/Changes)

The Contractor shall not make any alteration or addition to the work without written order from EMU(R&D), Dehradun. Should it be found necessary to execute any item(s) of work and include in the schedule of Items and for which no rate is available, the rate for such an items of work shall be arrived at as per the following procedure:

c) At pro-rata rate based on analogue rates in Schedule.

b) At market rate or the actual cost to contractor at site plus 15% to cover his overheads and profit. EMU (R&D), Dehradun decision with regard to assessment of market rate or actual cost to contractor shall be final and binding.

c) For specialized item to be executed through specialized agency the agency will be approved by EMU(R&D), Dehradun and rates will be final and binding. In such cases, the contractor will be paid 15% over and above the rates approved for the specialized agency to cover supervision, overhead and profits.

Condition -20 (Measurements and Recording)

As soon as possible during the execution and / or after the completion of works to the satisfaction of the EMU(R&D), Dehradun, measurements shall be taken, jointly by persons duly authorized on behalf of the both the parties, recorded in the Measurement Book and signed by both parties in token of their acceptance. The contractor shall forward a certified final account in triplicate, together with all abstracts, vouchers, etc. supporting it for payment. Payment shall be made for the actual measured work.

Condition -21 (Liquidated Damages)

If the contractor fails to complete the work/ items of work and clear the site on or before the date(s) for completion, he shall without prejudice to any other right or remedy of the Govt. on account of such breach, be liable to pay compensation to Govt. at the rate of 1% (one percent) of the total JWO price per week or part thereof. The total amount of compensation shall be limited to 10 % (Ten percent) of the Job Order price.

Condition -22 (Completion)

The work shall be completed to the entire satisfaction of EMU(R&D), Dehradun, in accordance with the phasing (if any) given in the work order. Site clearance as described hereinbefore, shall be an integral part of completion and carried out to the satisfaction of the Estate Manager, EMU(R&D), Dehradun. Site shall be made clean and tidy before the stipulated date(s) of completion. Contractor shall inform Estate Manager, EMU (R&D), Dehradun in writing about the completion of works as stipulated in the Job Work Order.

Condition -23 (Closure by Mutual Agreement)

In case of any administrative or technical reasons, natural calamities, force-majeure or any other issue which necessitates closure of any civil work or either of the parties which desire foreclosure of work shall serve a one month notice to the other party stating the reasons for such closure. During the notice period, both parties shall discharge their obligations without fail. Necessary handing/taking over of assets shall be done at the end of the notice period. In case the Accepting Officer desires further extension due to any of the above reasons, the contractor shall accept such demand of the Department by which time, alternate arrangements as required shall be made by the Department to take over the assets. In such eventualities, the decision of the accepting officer shall be final and binding.

Condition -24 (Protection of Property)

The contractor shall undertake all reasonable precautions for the protection from injury or damages and preservation of any or all existing roadside poles, trees, drains, sewers or other sub-surface drains, pipes, conduits, cables and any other structures under or above the ground which may be affected by the construction operations. However, if any of these objects is damaged by reason of contractor's negligence, it shall be replaced or restored to the original condition at his expense.

Condition -25 (Materials)

1. All materials to be supplied by the contractor shall conform to relevant IS specification. In case of any materials needed for supply are not contained in any of the contract documents the specifications of such materials proposed to be supply shall be approved in writing from the Estate Manager/ Engineer-in-Charge before supply, whose decision with regard to quality shall be final and binding.
2. All manufacturers materials/articles and those of local origin shall bear IS specification Mark. In case any articles does not bear any IS certification mark, being not manufactured with ISI mark, conforming to or superior to the relevant IS specification and is proposed to be supply, samples of the same shall be got approved in writing from Estate Manager/ Engineer-in-Charge before their supply. The contractor shall submit sufficient evidence to the Estate

Manager show that such articles conform to the relevant IS specifications. However no price adjustment shall be made for such materials conforming to IS specifications but not bearing IS certification mark. The contractor will however be permitted to use materials/articles conforming to IS of subsequently revised addition upto the date of submission of tender for which no price adjustment is to be made either in the rate quoted by the contractor or while pricing deviation.

3. Manufacturer's materials/ articles shall be brought at site in original sealed covered container/ packing bearing manufacturer's marking unless the quantity required is a fraction of a smallest packing.

Contractor shall be liable to produce any other voucher etc in respect of other item materials as asked by the Estate Manager/ Engineer-in-charge before any payment made to the contractor. The Engineer-in-charge shall keep the Xerox copies duly certified by him and return the original to the contractor after defacing the original vouchers.

Condition -26 (Site Clearance)

The contractor shall remove from the site all unused stores and materials, tools and plants, equipment, scaffolding, temporary buildings, huts and like belonging to the contractor provided for the execution of the work under this contract and the site of work shall be cleared off rubbish and all waste materials by the contractor and deliver the site in neat, clean and tidy manner to the satisfaction of the Engineer-in-charge on or before the date of completion. Nothing extra whatsoever shall be paid to the contractor for such clearance of site and the unit rates quoted shall deemed to include the same.

Condition -27 (Protection of Existing Work)

1. All pipes, water mains, cable etc., met with during the course of excavation/ demolition shall be carefully protected and supported without any extra cost to the Government and shall be deemed included in amount quoted for schedule 'B'.
2. No claim whatsoever will be entertained by the department on this account.

Condition -28 (Materials to be supplied by Contractor)

1. The tenderer is advised to inspect samples of the materials enumerated below which are displayed in the office of the EMU (R&D), Dehradun before submitting his tender. The tenderer shall be deemed to have inspected the samples and satisfied himself as to the nature and quality of materials he is required to incorporate in the work irrespective of whether he has actually inspected them or not. The materials to be supplied by the contractor shall conform to or be superior to the samples displayed and shall comply with the specifications given hereinafter.
2. The contractor shall produce samples of all materials and obtain approval before making bulk order for their procurement and incorporation in the works. In respect of materials for which samples are not kept in EMU, (R&D) Dehradun office or detailed specifications not given hereinafter, the material shall bear ISI mark. If ISI marked material is not manufactured, then material shall be conforming to relevant IS and of any standard make. Makes of some of the building materials, fittings, fixtures, equipments are mentioned in Appendix 'B' to particular specification herein after. Contractor shall incorporate these equipments/ materials out of the makes mentioned in Appendix 'B' only after taking approval from Estate Manager.
3. As far as possible samples which are approved by Estate Manager shall be retained by the Estate Manager until the work is completed and accepted.

Condition -29 (Proprietary materials)

1. The contractor shall ensure that proprietary materials such as paint and the like quantity of which cannot be checked after incorporation in the work shall be inspected by the Estate Manager when brought to site. The quantity brought shall be measured and recorded in the

- measurement books and signed by the contractor and Estate Manager as a check to ensure that the required quantity has been brought to site for incorporation in the work.
2. Proprietary materials brought to site shall be stored as directed by the Estate Manager. The quantity already recorded in the measurement books shall be suitably marked for identification.
 3. The contractor shall obtain/procure proprietary branded materials only from manufacturer or their authorized dealers/ stockiests where such authorized stockiest have been appointed. The contractor shall produce original receipted vouchers of suppliers to the Estate Manager to ensure that the contractor has actually brought the required quantity and the quality of the materials from authorized dealers/ manufacturers and also to find out the rates thereof. These vouchers shall be endorsed, dated and initialed by the Engineer-in-charge giving the contract number and name of work and a certified copy of each of such vouchers signed by both the Engineer-in-charge and the contractor shall be kept in MES record. Materials used in the work are identical with approved samples and uniform throughout. Estate Manager has the right to effect recovery against default of contractor for non-production of cash bills/invoices and / or test results/ certificate of the materials at his discretion keeping in view the standard laboratory test charges also. Estate Manager decision shall be final and binding in case of contractors objection on quantum of recovery made by Estate Manager. Estate Manager may also with hold/recover requisite amount from RAR/final bill for any devaluation against material/ workmanship out of executed work arising of Technical Examination of works.

Condition -30 (Indian Standard Specifications)

Materials provided by the contractor for incorporation in the works shall unless otherwise specified in particular specification shall be ISI marked and if ISI marked material is not manufactured it shall comply with the requirement of the relevant Indian Standard Specifications.

Condition -31 (Particular Specifications)

1. When the cost of each category of materials is less than Rs. 500/- production of vouchers may not be insisted upon if the Estate Manager is otherwise satisfied with the quality of materials.
2. The contractor shall ensure that materials are brought to site in original sealed containers /packing, bearing manufacturers markings.
3. Estate Manager has the right to effect recovery against default of contractor for non-production of cash bills/invoices and / or test results/certificate of the materials at his discretion keeping in view the standard laboratory test charges also. Estate Manager decision shall be final and binding in case of contractors objection on quantum of recovery made by Estate Manager. Estate Manager may also with hold/ recover requisite amount from RAR/final bill for any devaluation against material/workmanship out of executed work arising of Technical Examination of works.
4. **Tools:** - The contractor shall arrange all tools and plant/ cleaning materials required for repairing / resting at spot and all fuel / lubricants required for cleaning / testing at spot and all fuel/ lubricants required for cleaning / repairing purpose.

Condition -33 (CUSTOM DUTY EXEMPTION)

No custom duty exemption certificate shall be issued by this office for procurement of materials.