



CORRIGENDUM

NCBS/Head- I&C/Tr-80/2016-17/Corri - 01 dated 02.03.2017

Reference to NIT No. NCBS/H-I&C/Tr-80/2016-17 dated 22.02.2017 for Construction of Buildings for Laboratories and Associated facilities for inStem – Balance Civil, PH, Firefighting, Electrical, HVAC and External Development works.

Period of Completion is 10 Months (Ten Months) instead of 15 Months earlier indicated.

For all other details visit website <http://www.ncbs.res.in>


Head/I&C
NCBS

ENCLOSURE TO CORRIGENDUM DATED 02.03.2017**NATIONAL CENTRE FOR BIOLOGICAL SCIENCES****TATA INSTITUTE OF FUNDAMENTAL RESEARCH**

GKVK, Bellary Road, Bangalore – 560 065

Tender Notice No.: NCBS/H-I&C/Tr-80/2016-17**dated 22.02.2017**

1. Separate sealed item rate tenders are invited on behalf of the Centre Director, NCBS and will be received in the Office of the Head/I&C from contractors who have executed works of similar nature and magnitude, for the following work:

NAME OF WORK:- Construction of Buildings for Laboratories and Associated facilities for inStem – Balance Civil, PH, Fire fighting, Electrical, AC and External Development works etc.	
Estimated Cost: Rs. 43.60 Crores (Ref. enclosed Annexure – 2)	E.M.D. Rs. 53.60 Lakhs
Performance Guarantee: 5% of the tendered value	Security Deposit: 2.5% of the tendered value
Date of Sale: From 03.03.2017 To 20.03.2017	Cost of Tender Documents Rs. 7,000/- .(Non-refundable)
Date of receipt of tenders and opening of Technical bid: 24.03.2017	Opening of Price bid: Ref. Para 3b of this NIT
Time for Completion of work: 10 Months	

2. **Sale of tender documents:** Tender documents consisting of the plans, drawings, specifications, schedule of quantities of the various classes of work to be executed, the set of terms and conditions of contract (to be complied with by the contractor whose tender may be accepted) and other necessary documents pertaining to the work will be open for inspection by the contracting agencies and which can be seen / purchased in the office of Head/I&C between 10.00 hrs and 16.00 hrs. every day, except on Saturdays, Sundays and Public Holidays, on production of the following credentials / documents:
- a) Proof of registration with Government. / Semi Government organizations like CPWD, MES, Railways, State PWDs etc. in appropriate class OR having experience in execution of similar nature of works.

- b) Annual turnover as per ITCC or profit & loss statement for the 5 years. (Average annual turnover for the last 3 financial years should be at least **Rs 43.60 Crores**). Not having incurred any loss in more than 2 years during last 5 years ending financial year 2016-17 standalone.
- c) Experience of having successfully completed any of the following works during last seven years ending previous day of last day of submission of bids.
- (i) 3 similar works completed costing not less than **Rs. 17.44 Crores** each; or
 - (ii) 2 similar works completed costing not less than **Rs. 26.00 Crores** each; or
 - (iii) 1 similar work completed costing not less than **Rs. 34.88 Crores**;
- d) Experience in carrying out Air conditioning works by chilled water based central Air conditioning system of about 300 TR capacity (Documentary proof is to be submitted).
- e) **Bidding Capacity:** The bidding capacity of the contractor should be equal to or more than the estimated cost of the work put to tender. The bidding capacity shall be worked out by the following formula.

$$\text{Bidding Capacity} = \{[A \times N \times 2] - B\} \quad (\text{Ref. Form - 'C' and 'D' in Tender Document to furnish the details})$$

Where,

A= Maximum turnover in construction works executed in any one year during the last five years taking into account the completed as well as works in progress.

N= Number of years prescribed for completion of work for which bids has been invited.

B= Value of existing commitments and on-going works to be completed during the period of completion of work for which bids have been invited.

NOTE: The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to the last date of receipt of applications for tender.

- f) Latest Bank Solvency certificate from any scheduled banks of Minimum Value (40% of the Estimate Amount put to Tender) of **Rs 17.44 Crores**

- g) List of similar works in hand & works carried out by them for last 5 years indicating) i) Agency for whom executed, ii) Value of work, iii) Completion time as stipulated and actual, or present position of the work.
- h) List of construction plant, machinery, equipments, accessories & infrastructure facilities possessed by the agency to complete the work in time.
- i) List of Technical staff they possess.
- j) Performance certificates; WCT registration certificates; PAN (Permanent Account Number)

Similar Nature of work:- Refer **Annexure –'A'** in this NIT.

The Tender Documents can be purchased, during the period of sale, on payment of prescribed fee (non- refundable) paid in cash or in the form of pay order or crossed Demand draft from any of the scheduled banks, payable in favour of **"National Centre for Biological Sciences"** A set of drawings, if specified, will be supplied along with tender documents, and it will be obligatory on the part of all the tenderers to return the tender drawings at the time of opening of tenders.

3. Submission of Tender & Opening:

The tenderers shall be required to submit the bids in two envelopes in sealed cloth lined covers as below:-

Envelope 1 – Technical bid with EMD

Envelope 2 – Financial bid

- a. Envelope 1 should be super scribed with "Technical and Commercial bid" and contain the EMD in the prescribed form, any deviation with respect to SOQ/ Departmental conditions, list of works done and their details etc.
- b. Envelope 2 should contain the financial bid.

All the two envelopes shall be put in another sealed cloth lined cover super scribed with the name of work, NIT number and name of the Tenderer. The envelope - 1 will be opened first, in the presence of intending tenderers, on the due date and time for receipt and opening. (It may be noted that only those Envelope–1) containing EMD in the prescribed form shall be taken for further consideration and all others, without EMD shall be rejected). **Proper evaluation of the technical offers opened will be done with the inspection of works done by Tenderers if required by NCBS committee (As per enclosed**

Annexure – 1). After the above Technical evaluation, the time and date of opening of financial bid will be informed to the qualified tenderers and the financial bids will be opened accordingly in the presence of the intending tenderers.

Evaluation Criteria: - As per enclosed Annexure – I

If any tenderer withdraws his tender after the price bid is opened within the validity - period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, then the NCBS shall without prejudice to any / or other rights or remedy be at liberty to forfeit 50% (Fifty Percent) of the earnest money absolutely.

4. **Completion period:** The time allowed for carrying out the work shall be **10 (Ten) Months**. It shall be reckoned from 15th day of the date of issue of work order.
5. **Earnest Money Deposit (E.M.D.) of Rs. 53.60 Lakhs**, in the form of *Department's cash receipt / Demand Draft / Pay Order / Banker's cheque / Deposit at call receipt / Fixed Deposit Receipt (FDR)*, issued by a Scheduled Bank, drawn in favour of "**National Centre for Biological Sciences**".

NOTE: EMD in the form of Cheques will not be accepted. However, 50% of Earnest Money or **Rs. 20 Lakhs**, whichever is less, will have to be deposited in the form prescribed above and balance amount of earnest money can be accepted in the form of Bank Guarantee (BG) issued by a Scheduled Bank.

6. **Performance guarantee:** The tenderer, whose tender is accepted, will be required to furnish performance guarantee of 5% of the tendered amount within the period specified in Schedule "F". This guarantee shall be in the form of Department's cash receipt (in case guarantee amount is less than **Rs.10,000/-**) or Deposit at call receipt / Demand Draft / Pay Order / Banker's cheque issued by a Scheduled Bank (in case guarantee amount is less than **Rs.1,00,000/-**) or Government Securities / Fixed Deposit Receipt (FDR) or Guarantee Bonds of any Scheduled Bank or The State Bank of India in accordance with the prescribed form.
7. **Acceptance of Tender:** The competent authority, on behalf of Centre Director, NCBS who does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all the tenders received, without assignment of any reason. All tenders, in which any of the prescribed condition is

not fulfilled or any condition, including that of conditional rebates is put forth by the tenderer, shall be summarily rejected.

8. **Condition for tender submission:** The tenderer shall give a list of officials both Gazetted and non-gazetted employees in NCBS, who are related to him. The contractor shall not be permitted to tender for works in the Department (responsible for award and execution of contracts) in which his near relative is posted as equivalent to Accounts Officer or as an officer in the capacity of grades Scientific Officer / "C" and above. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any gazetted officer in the Department of Atomic Energy. Any breach of this condition by the contractor would render him liable to be barred from tendering in this Department.

No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of **two** years after his retirement from Government Services, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

9. **Validity of Tender:** The tender for the work shall remain open for acceptance for a period of **120 days from the date of opening of Technical bid**. If any tenderer withdraws his tender before the said period, or issue of Letter of Intent, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money absolutely. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
10. **Site visit by the tenderer before tendering:** Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be

deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

Note: All main works are to be carried out within the existing building. Ref. Special precautions enclosed as Annexure – 'B' to this NIT.

11. **Tenderer's responsibilities:** The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice & all other contract documents, and has made himself aware of the scope & specifications of the work to be done and local conditions and factors having a bearing on the execution of the work.
12. **Tender documents & signing of contract:** The Notice Inviting Tender shall form a part of the contract document. The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of : The Notice Inviting Tender, all the documents including all conditions, specifications and drawings, if any, forms the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
13. **Canvassing, either** directly or indirectly, in connection with the tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
14. **The terms** 'Municipal Corporation, Electricity Boards etc. indicated in this tender shall also represent the 'Local statutory authority/' 'State Govt./ 'Union Territory' etc., for works at different station.
15. **Electricity and water:** - The Electricity & Water required for the work is to be arranged by the Contractor on his own at his own cost.
16. **Pre-Bid Meeting:** - Meeting will be conducted if required well before the date of receipt of Tenders


Head/I&C

Proforma of Schedules

SCHEDULE - A:	
Schedule of Quantities (Enclosed) -	Please refer Financial Bid

SCHEDULE - B:				
Schedule of materials to be issued to the contractor				
S. No	Description of Item	Quantity	Rates at which the Materials will be charged to the contractor	Place of issue
1	2	3	4	5
NIL				

SCHEDULE - C:			
Tools & plants to be hired to the contractor			
S. No	Description	Hire charges	Place of Issue
1	2	3	4
NIL			

SCHEDULE - D:	
Extra schedule for specific requirements / documents for the work, if any	NIL

SCHEDULE - E:	
Reference to General Conditions of contract - 2017	
Name of Work: Construction of Buildings for Laboratories and Associated facilities for InStem – - Balance Civil, PH, Fire fighting, Electrical, AC and External Development works	
Estimated cost of work :	Rs. 43.60 Crores inclusive of all taxes and also WCT & Labour cess
i) Earnest money	Rs. 53.60 Lakhs (To be returned after receiving Performance Guarantee)
ii) Performance Guarantee	5% of tendered value
iii) Security Deposit	2.5% of tendered value

SCHEDULE F :	
General Rules & Directions :	
Officer inviting authority	Head/I&C on behalf of Centre Director/NCBS
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3.	Ref. Clause-12 in subsequent pages

Definitions :		
2(v)	Engineer-in-charge	Refer section – 4 of conditions of contract
2(viii)	Accepting Authority	
2(x)	Percentage on cost of materials and labour to cover all overheads & profits	15% (Fifteen percent)
2(xi)	Standard Schedule of Rates	Department of space SOR 2015-16 for Civil & PH & SOR 2013-14 for Electrical works
2(xii)	Department	Refer section – 4 of conditions of contract
9(ii)	Standard NCBS Contract Form GCC for Item rate tender as modified & corrected up to date	2017

Clause – 1 (Performance Guarantee)	
i) Time allowed for submission of Performance Guarantee Programme chart time & progress and applicable labour licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying thereon from the date of issue of letter of acceptance	15 days
ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period	15 days

Clause – 2 (Compensation for Delay)	
Authority for fixing compensation under clause 2.	Director /NCBS

Clause – 5 (Time and Extension for Delay)	
Number of days from the date of issue of letter of acceptance / Work Order whichever is earlier for reckoning date of start.	15 days

LABORATORIES AND ASSOCIATED FACILITIES for inStern

Mile stone(s) as per table given below:

TABLE OF MILE STONE(S)			
Sl. No.	Description of Milestone (Physical)	Time Allowed in days (from date of start)	Amount to be with-held in case of non achievement of milestone
1.	To be finalized on award of contract		As per Clause -2
2.			

TIME ALLOWED FOR EXECUTION OF WORK	10 Months
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Authority to decide:	
(i) Extension of time	Director / NCBS on recommendation of Engineer-in-charge
(ii) Rescheduling of mile stones	Director / NCBS on recommendation of Engineer-in-charge
(iii) Shifting of date of start in case of delay in handing over of site	Engineer-in-charge

Clause – 6 (Measurements of work Done)	Clause – 6A (Computerized Measurement Book)
Clause applicable – (6 or 6A)	6A

Clause – 7: Payment on Intermediate Certificate to be regarded as Advances)	
Gross work to be done together with net payment / adjustment of advances for material collected, if any, the last such payment for being eligible to interim payment.	As detailed in Clause – 7 of since Contract

Clause – 7A (No running account bill shall be paid for the work till the applicable labour licenses are received)	
Whether Clause 7A shall be applicable	YES

LABORATORIES AND ASSOCIATED FACILITIES for inStern

Clause-10A:		Materials to be provided by the Contractor
List of testing equipments to be provided by the contractor at site lab.		
1. Cube Moulds – 36 Nos	2. Slump Cones -2Nos	3. Micrometer Screw 25mm gauge-5Nos.
4. Steel tapes – 3m & 30m 3 Nos. each	5. Vernier calipers -3 Nos	6. Pycnometer-1 set
7. Lab balance-5kg,2kg,1kg-1set	8.I.S.Sieves-for Coarse aggregate and fine aggregates-1set	9. Glass flasks & metal container – As required
10. A Good quality Plumb Bob – 5 Nos.	11. Sprit level Minimum 30 cm long with 3 bubbles for horizontal vertical – 5 Nos.	12. Wire gauge (Circular Type (Disc- 5 Nos.
13. Foot Rule – 05 Nos.	14. Long Nylon thread – As required	15. Dynamic penetrometer – 1 set
16. Magnifying Glass – As required	17. Screw driver 30 CM Long – As required	18. Ball Pin hammer – 100 grm – 1 set
19. Plastice bags for samples – As required	20. Thermometer – 1 No.	21. Cube testing machine – 1 set
22. Moisture meter for timber – 1 set	23. Rebound hammer for testing concrete – 1 set	24. Proctor needle – 1 set (for proctor density test)
25. Electrical Kits – 1 set	26. Smoke test kits – 1 set	27. Meggar (for Electrical works) – 1 set
28. Electric Oven with thermostat – 1 set	29. Earth Resistance test (For Electrical works – 1set	30. Misc. Equipment : As required

Clause-10B (ii):	Mobilization Advance
Whether Clause 10B (ii) shall be applicable	YES

Clause - 10C: Payment on Account of increase in Prices/wages due to Statutory order(s)	
Component of labour expressed as percent of value of the work	25%

Clause - 10CA :			
Sl. No.	Materials covered under this clause	Nearest Materials (other than cement, reinforcement bars, the structural steel and POL for which All India Wholesale Price Index to be followed	Base Price and its corresponding period of all the Materials covered under Clause 10CA
A Civil works components			
1.	Cement	Grey Cement	Rs. 385/ bag
2.	Steel Reinforcement	Steel bars and rods	Rs. 46500/Ton
3.	Structural Steel	Structural steel	Rs. 50,000/Ton
4.	Aluminium	Aluminium casting	Rs. 250/kg
5.	Clear Glass	Clear Glass	Rs. 480 / sqm
6.	Toughened glass	Toughened glass	Rs. 1300 / sqm
7.	Laminated Glass	Laminated Glass	Rs. 800 / sqm
B Electrical works components			
1.	Bare Copper wire	Bare Copper wire	Rs. 500/kg
2.	Aluminium Flat bars	Aluminium Flat bars	Rs. 245/kg
3.	CRCA Sheet Steel	Sheet Steel	Rs. 50,000/Ton
C HVAC works Components –		NOT APPLICABLE	

Base price and its corresponding period of all the materials covered under clause 10CA is to be mentioned at the time of approval of NIT. In case of recall of tenders, the base price may be modified by adopting latest base price and its corresponding period.

Clause - 10CC : Not Applicable for this work.	
Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period of 12 Months	Stipulated period is 10 months. Hence Clause – 10CC is not applicable.

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Schedule of component of other Materials, Labour etc. for price escalation.		
1. Component of Cement – expressed as percent of total value of work	Xc	-
2. Component of Steel – expressed as percent of total value of work	Xs	-
3. Component of civil (except cement & steel) / Electrical construction Materials – expressed as percent of total value of work	Xm	-
4. Component of Labour – expressed as percent of total value of work	Y	-
5. Component of P.O.L. – expressed as percent of total value of work	Z	-

Clause - 11 : Work to be executed in accordance with Specifications, Drawings, orders etc	
Specifications to be followed for execution of work	As enclosed with Tender

Clause -12: Deviations/ Variations Extent and Pricing		
Type of work	<u>Original Work</u>	
12.2 & 12.3	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work	30%
12.5	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work subhead in DSR and related items)	100%

Clause 16 (Action in case Work not done as per specifications)	
Competent Authority for deciding reduced rates.	Director, NCBS

Clause – 18:	Contractor to Supply Tools & Plants etc.	
List of mandatory machinery, tools & Plants to be deployed by the Contractor at site:-		
1. Concrete mixer	2. Floor Polishing	3. Centering and Shuttering
4. Mortar Mixer	5. Pump Set	6. _____
7. Needle Vibrator	8. Miscellaneous	9. _____

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Clause 25	Settlement of Disputes & Arbitration	
Constitution of Dispute Redressal Committee (DRC)	}	As detailed in Clause – 25 of Conditions of Contract
Chairman -		
Member -		

Clause – 36(i):			Employment of Technical Staff & Employees Requirement of Technical Representative(s) & recovery Rate			
Sl. No	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical / Technical representative)	Min. Exp. In yrs.	No.	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i).
1	Graduate Engineer	Civil	Project Manager	20*	1	Rs.60,000.00 per month
2	Graduate Engineer	Elect/ Mech	Deputy Project Manager	12*	1	Rs.40,000.00 per month
3	Graduate Engineer/ Diploma	Civil/ Elect/ Mech	Project/site Engineer	5/10	1+1	Rs.25,000.00 per month
4	Graduate Engineer/ Diploma	Civil/ Elect/ Mech	Project Planning/ Billing /Quality Engineer	2/5	1+1	Rs.15,000.00 per month

* (and having experience of one similar nature of work)

- Note:** i) Assistant Engineers / Scientific Officer- "C" & above, retired from Govt. services that are holding Diploma, will be treated at par with Graduate Engineers.
 ii) The contractor to deploy adequate Nos. of technicians, site supervisors, accounts & office staff, till completion of works.

Clause – 42	Permissible Variations in Consumption of Materials	
(i) (a) Schedule / Statement for determining theoretical quantity of cement & Steel on the Basis of CPWD		
(ii) Variations permissible on theoretical quantities:		
(a) Cement		
For works with estimated cost put to tender not more than Rs. 5 Lakhs		3% plus/minus
For works with estimates cost put to tender more than Rs. 5 Lakhs		2% plus/minus
(b) Steel Reinforcement and Structural steel sections for each diameter, section and category		2% plus/minus
(c) All other materials		NIL


Head/I&C

**PAYMENT ON
ACCOUNT OF
INCREASE IN
PRICES / WAGES
DUE TO STATUTORY
ORDER(S)**

CLAUSE – 10C

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under clause 10CA and not being a material supplied from the Engineer in charge stores in accordance with clause 10 thereof) and/ or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes of rate in sale tax/ VAT, Central/ State excise/ custom duty) beyond the prices/ wages prevailing at the time of the last stipulated date of receipt of tenderers including extensions, if any, for the work during the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied and provided further that any such increase shall be limited to the price / wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration whichever is less.

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under clause 10CA and not being a material supplied from the Engineer in charge stores in accordance with clause 10 thereof) and/ or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rate in sales tax/ VAT, Central/ State excise/ custom duty), Government shall in respect of materials incorporate in the works (excluding the materials covered under clause 10CA and not being a material supplied from the Engineer in charge stores in accordance with clause 10 thereof) and/ or labour engaged on the execution of work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/ or wages as prevailed at the time of the last stipulated date for receipt of tenders including extension if any for the work and the prices of materials and/ or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2.

Engineer in charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages. The contractor shall within a reasonable time of his becoming aware of any alteration in the price of any such materials and/ or wages of labour, give notice thereof to the engineer in charge stating that the same is given pursuant to this condition together with all information relating thereto which may in position to supply.

For this purpose, the labour component of the work executed during period under consideration shall be the percentage as specified in schedule F, of the value of work done during that period and the

increase/ decrease in labour shall be consider on the minimum daily wages in rupees of any unskilled adult male mazdoor, fixed under any law, statutory rule or order.

CLAUSE 10CA:

PAYMENT DUE TO VARIATION IN PRICES OF MATERIALS AFTER RECEIPT OF TENDER

If after submission of the tender, the price of materials (**under Schedule-'F'**) increases / decreases beyond the price(s) prevailing at the time of the last date of receipt of tenders for the work, then the amount of the contract shall accordingly be varied and provided further that any such variations shall be effected for stipulated period of contract including the justified period extended under the provisions of Clause 5 of the Contract without any action under Clause 2.

However for work done during the justified period extended as above, it will be limited to indices prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less.

The increase/ decrease in prices of cement, steel reinforcement, structural steel and other materials shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry and base price for cement, steel reinforcement, structural steel and other materials as issued under the authority of Director, NCBS / tender approving authority as valid on the last date of receipt of tender, and for the period under consideration. In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule 'F' shall be followed.

The amount of the contract shall accordingly be varied for all such materials and will be worked out as per the formula given below for individual material:

Adjustment for component of individual material:

$$V = P \times Q \times \frac{CI - Clo}{Clo}$$

Where,

V: Variation in material cost i.e increase or decrease in the amount in rupees to be paid or recovered.

P: Base price of material as issued under authority of NCBS /tender approving authority, valid at the time of last date of receipt of tender.

Q: Quantity of material used in the works since previous bill.

Clo : All India whole sale price index for the material as Published by the Economic Advisor to Government of India, Ministry of Industry and Commerce as valid on the last date of receipt of tenders.

CI: All India whole sale price Index for the material for period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce.

Note: i) In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index

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of the period under consideration, whichever is less, shall be considered. Provided always that provision of the preceding Clause 10C shall not be applicable in respect of materials covered in this clause.

ii) If during progress of work or at the time of completion of work, it is noticed that any material brought at site is in excess of requirement, then amount of escalation if paid earlier on such excess quantity of material shall be recovered on the basis of cost indices as applied at the time of payment of escalation or as prevailing at the time of effecting the recovery, whichever is higher.

**Payment due to
Increase/Decrease in
Prices/Wages after
receipt of Tender for
works**

CLAUSE 10CC: NOT APPLICABLE FOR THIS WORK


Head/I&C