

CSIR-INDIAN INSTITUTE OF CHEMICAL BIOLOGY

4, RAJA S.C.MULLICK ROAD, KOLKATA – 700 032

(COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH NEW DELHI)

**TENDER FOR SUPPLY & ERECTION OF MODULAR
LABORATORY AND OFFICE FURNITURE
FOR
NEW CAMPUS OF CSIR-INDIAN INSTITUTE OF CHEMICAL
BIOLOGY AT SALT LAKE, KOLKATA**

VOLUME – IV

ADDITIONAL CONDITIONS

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Project Management Consultant

HSCC (India) Ltd

6 (A), Block-E, Sector – I, Noida, U.P – 201301 (India)

Phone: 0120 – 2542436 – 40 Fax: 0120 – 2542447

E-mail: hsccltd@hsccltd.co.in

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OF CSIR-IICB AT SALT LAKE, KOLKATA**

VOLUME INDEX

VOLUME – I	PREQUALIFICATION DOCUMENTS
VOLUME – II	A. NOTICE INVITING TENDER B. GENERAL INSTRUCTION TO BIDDERS
VOLUME – III	A. ARTICLES OF AGREEMENT B. GENERAL CONDITIONS OF CONTRACT
VOLUME – IV	A. ADDITIONAL CONDITIONS B. SPECIAL CONDITIONS
VOLUME – V	TECHNICAL REQUIREMENTS
VOLUME – VI	SCHEDULE OF QUANTITIES

**TENDER FOR SUPPLY & ERECTION OF MODULAR
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A. ADDITIONAL CONDITIONS

Clause No.	Descriptions	Page Nos.
1.0 to 4.0	General	06
5.1	Damage to Persons and Property	06
5.2	Exceptions	06
5.3	Indemnity by Employer	7
6.0	Cross Liabilities	7
7.0	Accident or Injury to Workmen	7
7.1	Insurance Against Accident to Workmen	7
8.0	Evidence and Terms of Insurance	8
8.1	Adequacy of Insurance	8
8.2	Remedy on Contractor's Failure to Insure	8
8.3	Compliance with Policy Conditions	8
9.0	Compliance with Statutes Regulations	9

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INDEX

B. SPECIAL CONDITIONS

Clause No.	Descriptions	Page Nos.
1.0	General	10
2.0	Certificates and Payments	10
3.0	Engagement of Labour	10
4.0	Supply of Drinking water	10
5.0	Alcoholic liquor or Drugs	11
6.0	Arms and ammunition	11
7.0	Festivals and Religious Customs	11
8.0	Epidemics	11
9.0	Disorderly Conduct, etc.	11
10.0	Observance of legislations etc.	11
11.0	Fair Wages	12
12.0	Notices	12
13.0	Wage Records	12
14.0	Representation of Parties	13
15.0	Safety Provision	14
16.0	Co-ordination Meeting	14
17.0	Site Development	14

18.0	Statutory requirements	14
19.0	Contractors Working Area	14
20.0	Contractors Temporary Structures	14
21.0	Procurement of Various Materials	15
22.0	Water Supply & Power Supply	15
23.0	Telecommunications	15
24.0	Temporary Fencing	15
25.0	Testing of Materials	16
26.0	Approval of Samples Prior to Use	16
27.0	Drawing to be Supplied by Engineer	16
28.0	Programme of Work and Progress Report	17
29.0	Metric Units	17
30.0	Un- priced Bids	18
31.0	Details required along submission of Running/ Final Bills	18

A. ADDITIONAL CONDITIONS

1. The architectural drawings shall at all times be properly correlated before executing any work. However, in case of any discrepancy in the item given in the schedule of quantity appended with the tender and drawings relating to the relevant item the former shall prevail unless and otherwise given in writing by the Engineer.
2. No payment shall be made to the contractor for any damage caused by the rain, snowfall, floods or any other natural cause whatsoever during the execution of the work. The damage to the work will be made good by the contractor at his own cost, and no payment on this account shall be entertained.
3. All materials used shall be as per specification and ISI marked wherever applicable. ISI marking referred relate to latest BIS code as published by Bureau of Indian Standards up to 30 days before the date of opening of the tender.
4. The following clauses (5.1 to 9.0) to may be read in conjunction with clause 14 of GCC Vol-II.

5.1 Damage to Persons and Property

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Employer against all losses and claims in respect of:

- (a) death of or injury to any person, or
- (b) loss or damage to any property (other than the Works) :

Which may arise out of or in consequence of the execution and completion of the Works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, subject to the exceptions defined in Sub-Clause-5.2.

5.2 Exceptions

The "exceptions" referred to in Sub-Clause 5.1 are:

- (a) the permanent use or occupation of land by the Works, or any part thereof,
- (b) the right of the Employer to execute the Works, or any part thereof, on, over, under, in or through any land,

- (c) damage to property which is the unavoidable result of the execution and completion of the Works, or the remedying of any defects therein, in accordance with the Contract.
- (d) death of or injury to persons or loss of or damage to property resulting from any action or neglect of the Employer, his agents, servants or other contractors, not being employed by the Contractor, or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or, where the injury or damage was contributed to by the Contractor, his servants or agents, such part of the said injury of damage as may be just and equitable having regard to the extent of the responsibility of the Employer, his servants or agents or other contractors for the injury or damage.

5.3 Indemnity by Employer

The Employer shall indemnify the Contractor against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the exceptions defined in Sub-Clause 5.2.

6.0 Cross Liabilities

The insurance policy shall include a cross liability clause such that the insurance shall apply to the Contractor and to the Employer as separate insured.

7.0 Accident or Injury to Workmen

The Employer shall not be liable for or in respect of any damages or compensation payable to any workman other than for death or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

7.1 Insurance Against Accident to Workmen

The Contractor shall insure against such liability and shall continue such insurance during the whole of the time that any persons are employed by him on the Works. Provided that, in respect of any persons employed by any Subcontractor, the Contractor's obligations to insure as aforesaid under this Sub-Clause shall be satisfied if the Subcontractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy, but the Contractor shall require such Subcontractor to produce to the Consultant, when required, such policy of insurance and the receipt for the payment for current premium.

8.0 Evidence and Terms of Insurance

The Contractor shall provide evidence to the Consultant as soon as practicable after the respective insurance have been taken out but in any case prior to the start of work at the Site that insurance required under the Contract have been effected and shall, within 84 days of the Commencement Date, provide the insurance policies to the Employer. When providing such evidence and such policies to the Employer, the Contractor shall notify the Engineer of so doing. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Acceptance. The Contractor shall effect all insurance for which he is responsible with insurers and in terms approved by the Consultant.

8.1 Adequacy of Insurance

The Contractor shall notify the insurers of changes in the nature, extent or programme for the execution of the Works and ensure the adequacy of the insurance at all times in accordance with the terms of the Contract and shall, when required, produce to the Consultant the insurance policies in force and the receipts for payment of the current premiums.

8.2 Remedy on Contractor's Failure to Insure

If the Contractor fails to effect and keep in force any of the insurance required under the Contract, or fails to provide the policies to Consultant within the period required by Sub-Clause 8.0, then and in any such case the Employer may effect and keep in force any such insurance and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from any monies due or to become due to the Contractor, or recover the same as a debt due from the Contractor.

8.3 Compliance with Policy Conditions

In the event that the Contractor or the Employer fails to comply with conditions imposed by the insurance policies effected pursuant to the Contract, each shall indemnify the other against all losses and claims arising from such failure.

The Contractor shall be entitled to place all insurance relating to the Contract (including, but not limited to, the insurance referred to in Clauses 6.1 to 6.3 and 7.1 to 7.2) with insurers from India.

9.0 Compliance with Statutes Regulations

The Contractor shall conform in all respects, including by the giving of all notices and the paying of all fees, with the provision of :

- (a) any National or State Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the Works and the remedying of any defects therein, and
- (b) the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works, and the Contractor shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such provision.

Provided always that the Employer shall be responsible for obtaining any planning, zoning or other similar permission required for the Works to proceed and shall indemnify the Contractor in accordance with Sub-Clause 5.3.

B. SPECIAL CONDITIONS

1.0 General

1.1 These special conditions are meant to amplify the General specifications and General Conditions of Contract. In case of any discrepancy in General Conditions of Contract will prevail over the Special Conditions.

1.2 Work shall be done as per Specifications. In case of any discrepancy the order of precedence in interpretation shall be as under:

- i. Schedule of Quantities
- ii. Drawings
- iii. Additional Conditions
- iv. General Condition of Contract
- v. Special Condition
- vi. Technical Specification
- vii. IS Codes
- viii. International Codes
- ix. Best Engineering Practices

2. Certificates and Payments

The Contractor shall submit to the Engineer after the end of each month a detailed statement including measurements showing the estimated contract value of the Permanent Works executed up to the end of the month together with particulars of other amounts to which he is entitled under the Contract.

The statement shall be submitted on a printed proforma (prepared at the cost of the Contractor) approved by the Engineer along with soft copy of the same in a CD/ Pen drive.

3 Engagement of Labour

The contractor shall make his own arrangement for engagement of all labour, local or otherwise, and, save insofar as the contract otherwise provides, for the transport, housing, feeding and payment thereof.

4. Supply of Drinking water

The contractor shall provide at his own cost adequate quantity of drinking water on the site to the satisfaction of the Engineer's Representative for the use of contractor's and the Engineer's staff and work people, sub contractor and site visitors.

5. **Alcoholic Liquor or Drugs**

The Contractor shall not import, sell, give, barter or otherwise dispose of any alcoholic liquor, or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his sub-contractor, agents or employees.

6. **Arms and Ammunition**

The Contractor shall not give, barter or otherwise dispose off to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

7. **Festivals and religious Customs**

The Contractor shall in all dealing with labour in his employment have due regard to all recognised festivals, days of rest and religious or other customs.

8. **Epidemics**

In the event of any outbreak of illness of an epidemic nature, the contractor shall comply with and carry out such regulation, orders and requirements as may be made by the government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

9. **Disorderly Conduct, etc**

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the works against the same.

10. **Observation of Legislation etc.**

The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, regulation and by laws including all statutory amendments and re-enactments and acts that may be passed in future either by state or the central Government or local authority, including, Indian Workmen's compensation act, contract labour (Regulation and Abolition) Act 1970 and equal remuneration Act 1976. Factories Act, Minimum wages Act provident fund regulations employees provident fund Act and Schemes made under same act, Health and sanitary arrangements for workmen, Insurance and other benefits and shall keep the employer indemnified in case any action is commenced for contravention by the contractor. If the Employer is caused to pay or reimburse any amount for non-observance of the provision of this clause on the part of the contractor the engineer shall have the right to deduct from any moneys due to the contractor or recover

from the contractor personally any sum required or estimated to be required for making good the loss or damage suffered by the Employer. all registration and station inspection fees if any in respect of his work pursuant to the contract shall be to the account of the contractor.

11. **Fair Wages**

The contractor shall pay the labours engaged by him on the work not less than a fair wages, which expression shall mean, whether or time or piecework, the respective rates of wages as fixed by the public works department as fair wages for the area payable to the different categories of Labourers or those notified under the minimum wages act for corresponding employees of the employer whichever may be higher.

The contractor shall notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to the labourers indirectly engaged on the works including any labour engaged by subcontractor in connection with the said works as if the labourers has been immediately employed by him.

12. **Notices**

The Contractor shall before he commences the work display and correctly maintain in clean and legible condition at a conspicuous place on the site notices in English and in a local language spoken by the majority of the workers, stating therein the rate of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Engineer.

13. **Wage Records**

13.1 The Contractor shall maintain records of wages and other remuneration paid to his employees in such form as may be convenient and to the requirement of the Employer/Engineer and the conciliation officer (Central) Ministry of labour, Government of India, or such other authorised person appointed by the central or state government and the same shall include the following particulars of each worker:

- i. Name works number and grade
- ii. Rate of daily or monthly wage.
- iii. Nature of work on which employed.
- iv. Total number of days worked during each wage period.
- v. Total amount payable for the work during each wage period.
- vi. All deduction made from the wage with details in each case of the ground for which the deduction is made.
- vii. Wage actually paid for each wage period.

13.2 The contractor shall provide a wage slip for each worker employed on the works.

13.3 The wage record and wage slips shall be preserved for least 12 months after the last entry.

13.4 Inspection of wage Records

The contractor shall allow inspection of the aforesaid wage records and wage slip to the engineer and to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Employer or any other person authorised by him on his behalf.

13.5 The Employer and the Engineer or any other person authorised by them on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observation of the fair wages clause. He shall also have the power to investigate into any complaint regarding any default made by the contractor or sub-contractor in regard to such provision.

13.6 The Employer shall have the right to deduct from money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non payment of the aforesaid fair wage, except on account of any deduction that may be permissible under any law for the time being in force.

14. **Representation of parties**

(i) A workman shall be entitled to be represented in any investigation or enquiry under this clause by: -

(a) An officer of a registered trade union of which he is a member.

(b) An officer of a federation of trade union to which the trade union referred to in previous sub-clause is affiliated.

Where the worker is not a member of any registered trade union, by an officer of a registered Trade union connected with or by any other workmen employed in the industry in which the workers is employed.

(ii) The contractor or sub-contractor shall be entitled to be represented in any investigation or enquiry under this clause by an officer of an Association of Employers of which he is a member.

(iii) No party shall be represented by a legal practitioner in any investigation or enquiry under this clause, unless all parties agree.

15. Safety Provision

The contractor shall comply with all the precautions as required for the safety of the workman by I.L.O convention (NO.62) as far as they are applicable to the contract. The contractor shall provide all necessary safety applications, gears etc. The contractor shall deliver to the Engineer's representative at his office on the site a return in detail in such form and a interval as the Employer/Engineer may prescribe showing the supervisory staff and the number of the several classes of labour from time to time employed on the site.

16. Co-ordination Meeting

The Contractor shall be required to attend co-ordination meetings with the Engineer, and the other Contractors during the period of Contract as instructed by the Engineer. All costs incidental to such interaction shall be to the Contractor's account and no claim will be entertained by the Employer / Engineer on this account.

17. Site Development

- a) As directed by Engineer Proper barricading to be made so that surrounding area free from disturbances. The specifications of barricading to be got approved by Engineer. External face of barricading to be nicely painted.
- b) For diversion of under ground services proper arrangement to be made by the contractor with the approval of Engineer.

18. Statutory Requirements

All the statutory expenditure incurred towards payment to the local body for getting local Electric inspector, sewer line and water supply connection for Employer will be reimbursed on the production of proof of payment. The contractor will be promptly extended all assistance in this connection.

19. Contractor's Working Area

The Engineer will provide suitable working area to the Contractor. The Contractor may have to carry out some cutting / filling work for making his working area. The cost of all such Works shall be deemed to have been included in the rates and prices quoted for the Works and no extra payment shall be made on this account.

20. Contractor's Temporary Structures

The Contractor may, at his own expense and subject to the approval of the Engineer and statutory authorities, construct offices, stores, Workshop in the area allocated to him and remove the same as per the orders of the Engineer on completion of Works. The Contractor shall furnish such details of his Temporary Works as may be called for by the Engineer and the Contractor shall satisfy the Engineer as to their safety and efficiency. Engineer may direct those Temporary work which he considers unsafe or inefficient be removed and replaced in a satisfactory manner. The Contractor shall immediately follow Engineer's directions/instructions.

The Contractor shall make his own arrangement at his own expense for labour camp / accommodation of his labour and staff and their conveyance to Site as no workers/ staff shall unless with the specific approval of the Engineer be allowed to stay within the Site. Gate passes shall be issued by the Engineer to authorise the Contractor's staff and workers to enter the Site.

21. Procurement of Various Materials

The Employer will not supply any construction materials required for the Works under this Contract. The Contractor must, therefore, make his own arrangements for timely procurement of various materials including steel and cement. Prior approval of each and every material including steel cement, aggregate, bricks etc or any other fittings & fixtures are to be taken from engineer before its procurement to site.

22. Water Supply & Power Supply

The Contractor shall make his own arrangement for water supply at Site for drinking as well as construction purposes at his own cost. The Contractor shall also make his own arrangements for power supply at Site for construction, testing & commissioning of all services and general use at his own cost. Non-availability of power supply and/or water from whatever source shall not entail any additional claims or extension of Contract period in this account. The contractor will provide water & electricity to the Engineer's office free of cost.

23. Telecommunications

The Contractor shall apply to the P&T authorities for the necessary telephone and communication lines at site at his own cost.

24. Deleted

25. Testing of Materials

All materials used in the works shall be subject to inspection and test. The Contractor shall carry out sampling of such materials and making of concrete test cubes as per the appropriate Indian Standards and as directed by the Engineer. The contractor shall deliver the samples of materials and concrete test cubes to the site office of the Engineer at site office/Site Testing Lab in a manner as directed by engineer who will inspect the same and then order for testing of materials and concrete cubes.

The Contractor shall arrange for testing of materials normally in site testing lab but samples may be sent outside testing laboratories if necessary. The cost and charges for sampling of materials and delivering the same to the office of the Engineer and /or other places including all incidentals in connection with the same as directed by the Engineer and the testing charges there of shall be borne by the Contractor and shall be deemed to be included in the rates and prices quoted in the Bill of Quantities. The results of the tests carried out shall be binding on the Contractor who shall comply with any rectification measures that the Engineer may deem fit and order to be executed by the Contractor as a result of testing.

26. Approval of Samples prior to use

The Contractor shall submit the samples of all materials,(Whether in list of approved make or not in list of approved make) he proposes to use in the Works for prior approval of the Engineer. A sample room shall be maintained at Site in which all approved samples shall be kept for comparison with materials being used at Site. One skilled manpower is to be provided by the contractor at his own cost for maintaining sample room. Any materials not conforming to the approved samples shall be rejected.

27. Drawings to be supplied by Engineer

The engineer shall supply to the contractor from time to time during the progress of the works such further drawings as will be necessary in his opinion for the proper and adequate execution and maintenance of the works in accordance with the design and or any modification thereof as decided by the engineer and the contractor shall carry out the work in accordance with the said drawings. Any further drawings/detailing require shall be made by the contractor at his own expenses.

28. Programme of Work and Progress Reports

The Contractor shall submit to the Engineer within two weeks of the Award of the Contract, six copies of detailed Schedule showing in an approved form the estimated dates of commencement and completion of different parts of the Works

including the expected dates for completion of the various Sections of the Works. The detailed Schedule shall be such as it can be updated quarterly or as directed by the Engineer. Six copies of the revised Schedule shall be supplied to the Engineer as and when it is revised. The schedule will be only detailing of original schedule submitted along with tender.

The Contractor shall submit to the Engineer before the second day of every week, a progress report for the preceding week showing the unto date progress and progress during the preceding week on all items of each section of the Works in relation to and in consideration of the detailed Schedule.

29. Metric Units

Metric units have been used in the specifications and on all the drawings. If any materials described in the Contract or ordered by the Engineer are described by dimensions in the metric units and the Contractor can not in accordance with the Contract, procure such materials in the measure specified in sufficient time to avoid delay in the performance of his other obligations under the Contract, but can obtain such materials in other measure to dimensions approximating to those described in the Contract or ordered by the Engineer, then the Contractor shall henceforth give notice to the Engineer of these facts stating the dimensions to which such materials are procurable in the other measure. As soon as practicable after the receipts of any such notice the Engineer shall give an order to the Contractor which shall either

- (a) Direct the Contractor to supply such materials to the dimensions stated in his said notice to be procurable instead of the dimensions described in the Contract or originally ordered by the Engineer, or

Direct the Contractor to make some other variation whereby the need to supply such materials to the dimensions described in the Contract or originally ordered by the Engineer will be avoided.

30. Unpriced Bids

The un-priced copies of the purchase orders of major items/equipments and of subcontracts placed by the Contractor shall be furnished to the Engineer.

31. Details required along with submission of running/final bills

Contractor is required to submit following details/documents along with every running/final bill without which bills will not be processed.

- i. Bills of every section of work as provided in BOQ to be prepared separately and submitted all together. In case there is no billable amount of any section of work, the same should be clearly indicated zero value during the period of bill.
- ii. Complete measurement details along with location of each measurement should be clearly indicated.
- iii. Authorised representative of contractor with name & seal to sign on each page of bill submitted.
- iv. Carryover and brought forward for each & every quantity to be indicated in the bill.
- v. The running bill should contain the measurement of items executed during the period of bill. Full measurement may be given in pre final/ final bill. The measurement of all concealed items should be made before covering them.
- vi. All the copy of challan of materials, bills and test certificates specially of the items on which secured advance has been claimed, steel, cement, sand, aggregates, bricks, any plumbing material, Aluminium, waterproofing material etc. should be submitted along with the every bill. Actual measurement of secured advance to be submitted for verification of Engineer. Rate of secured advance material to be verified by Engineer independently. Secured advance on approved make material will only be payable.
- vii. Manufacturer Catalogue for aluminium and other items for verification of standard unit weight and checking that material is as per specification should be submitted.
- viii. Weight slip of reinforcement steel and aluminium and any other material as required by Engineer Representative from authenticated source like (Weigh Bill) Dharam Kanta should be submitted.
- ix. The computerised soft copy of the entire bill shall be submitted along with the bill.
- x. Correction as made by Engineer Representative should be incorporated by the contractor and corrected copy in three copies should be submitted for payment. Date of submission of bill will be reckoned from the date of submission of corrected bill.
- xi. Material consumption statement should be submitted along with every bill.
- xii. Bill should be indexed properly and each page and correction if any should be signed and stamped by the authorised representative of the contractor and acceptance should be given.
- xiii. Copy of challan of submission of PF & ESI and any other relevant as required from time to time should be submitted.

- xiv. Contractor shall maintain a checklist at site duly marked on drawing for the items/works already measured till previous bill should be submitted along with the bill.
- xv. Power of attorney of authorized person on behalf of contractor is to be submitted. Contractor must ensure that all papers /Measurement book to be signed by authorized person with measurement date, date of start & date of completion etc.
- xvi. Copy of duly certified bank guarantee from bank, performance BG, insurance policies as required in terms of contract to be enclosed with first RA bill.
- xvii. All overwriting, alterations have been countersigned by the authorized person with date.
- xviii. Approval of extra item if any conveyed is to be enclosed.
- xix. Contractor must ensure, in case of time extension, confirmation of extended validity of insurance, performance BG up to Defect liability period as per contract and a copy of approved time extension to be submitted.
- xx. Contractor must authorise their representatives competent for verification of measurement at site and these person should be available at site.
- xxi. Contractor is required to submit all test certificates of items claimed in bill for payment or for secured advance payment. Any item not meeting the test criteria's will not be considered for payment.
- xxii.** In addition to above any other document and details as required for checking, verification and timely processing of bill.