



**INSTITUTE FOR DEVELOPMENT AND RESEARCH IN
BANKING TECHNOLOGY (IDRBT)**

(Established by Reserve Bank of India)
Castle Hills, Road No.1, Masab Tank, HYDERABAD – 500 057
PH : +91 40 23294181 / 23294185; FAX: +91 40 23535157

TENDER

for

Renovation / Remodeling of wash rooms (15 no's) in EFC & Admin Building

PART - I

(TECHNICAL & COMMERCIAL)

**Notice inviting tender, Brief project profile, Instructions to the tenderer,
Form of tender, General, Special and Safety conditions, etc**

Name of the Tenderer: _____

Address: _____

Due date and time for submission of Tender: 14.00 hours on 30.07.2015

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I

**NOTICE INVITING TENDER
AND
ANNEXURE 'A'**

Signature of the Tenderer

**INSTITUTE FOR DEVELOPMENT AND RESEARCH IN BANKING TECHNOLOGY (IDRBT)
MASABTANK, HYDERABAD – 500 057**

Tender Notice No. IDRBT/EST/NGR/25.7/264/2015 - 2016

Dated 29th June, 2015

NOTICE INVITING TENDER

1. Institute for Development and Research In Banking Technology (IDRBT), Masabtank, Hyderabad – 500057 invites sealed tenders in two bid system for the following composite work and services as detailed in Para 2 hereinafter.
2. Details of the construction work:

<u>Name of work</u>	<u>Approx-imate estimated cost. Rs. in lakhs</u>	<u>E.M.D. Rs. in lakhs</u>	<u>Period of comple-tion</u>	<u>Last Date & time of Receipt of tender</u>
Renovation/ Remodeling of Wash Rooms in Admin & EFC Building, IDRBT	Rs 30.00 Lakhs	Rs 00.60 lakh	Four months	14.00 hrs 30.07.2015

3. **Brief Description of the Work:** The work consists of dismantling flooring part of the wok, where ever required, in the wash rooms and dado and all plumbing and sanitary fittings and fixtures including UPVC / GI pipes, ventilators and door frames& shutters etc in the existing wash rooms (15 nos. - 12 ordinary, 3 VVIPs spread over in four floors in EFC & ADMIN Buildings in IDRBT) and redoing the PCC flooring with tiles after water proofing treatment and dado including supply and fixing of all plumbing and sanitary fittings and fixtures, UPVC / GI pipes and repainting to walls / ceiling and doors, etc.
4. Tender is open to all experienced and reputed contractors registered with MES, State and Central PWD, Railways, any other Govt. / Public Sector Undertaking / reputed Industrial Establishment or others who are eligible as per para 5.
5. **Eligibility Criteria**

The intending tenderers will have to fulfill the following eligibility criteria in order to qualify in technical bid. They should produce verifiable proofs of their claims to the eligibility criteria:

- i) Latest Solvency Certificate from Scheduled/ Nationalized banks for a minimum amount of Rs. Ten Lakhs. The Certificate should not be more than six months old on the date of submission of tenders.
- ii) Average annual financial turnover during the last 3 years ending 31st March of the year 2015, should be at least Rs.20.00 lakhs per annum. Attested copy of audited balance sheet and profit & loss account to be attached as supporting documents for two years and for 2015, turnover certified by CA and backed by order copies may be submitted, if audit is not completed.
- iii) Proof of experience of having successfully completed similar works during the last 5 years, ending month previous to the one in which applications are invited. Experience required is one of the following:-
 - a) Three similar completed works, each cost not less than an amount of Rs 5.00 lakhs.

OR

 - b) Two similar completed works, each costing not less than an amount of Rs 10.00 lakhs

OR

 - c) One similar completed work costing not less than an amount of Rs 25.00 lakhs.

Note: - For the above purpose, 'similar works' means Construction of Civil works for Office / residential Buildings with allied works.

Signature of the Tenderer

6. Contractors who are interested to take up the work can submit their request for tender documents in the office of The **Asst. General Manager (Estate)** from *One month before from the date of submission of tender documents* on all working days, either in person or through post. Applications received after the specified date and time will not be accepted.
7. Tender documents will be given in printed form to be collected physically by interested parties on a written application either in person or by an authorized representative only. The application is to be addressed to:

THE ASSISTANT GENERAL MANAGER (ESTATE)
INSTITUTE FOR DEVELOPMENT AND RESEARCH IN
BANKING TECHNOLOGY (IDRBT)
(Established by Reserve Bank of India)
CASTLE HILLS, ROAD NO. 1
MASABTANK, HYDERABAD

8. Tenderers are required to submit filled up and completed tender documents in original as Technical Bid (Part I) and Price Bid (Part II) in duplicate in a sealed cover, as mentioned below:

9. Sealed Envelope No.1, the Technical Bid (Part I), should contain the following:

- 9.1.1 **Earnest Money Deposit for tender of Rs 60,000/- (Rupees Sixty Thousand only)** in the form of Demand Draft / certified Cheque drawn in favour of "Institute for Development and Research in Banking Technology", Hyderabad.
- 9.1.2 Details filled up as per Format at Annexure – A along with Form of Tender duly filled in.
- 9.1.3 Two hard copies of Part I (Conditions of Contract), duly stamped with tenderer's seal and signed on each page.
- 9.1.4 All submittals – as per instructions to Tenderer, Tender Conditions, and Addendums (if any) and as per list mentioned below, failing which the tender will not be considered:
- (a) Details and supporting documents (self attested) as called up in format at Annexure 'A'
- (b) Prescribed E.M.D for tender.
- (c) Part I, corrigendum / addendum issued, if any, duly stamped and signed on each page in token of acceptance thereof.
- 9.1.5 This envelope shall be super scribed "Envelope No 1 – (TECHNICAL BID) for the work of Renovation of Wash rooms in Admin & EFC Building, IDRBT".

9.2 Sealed Envelope No. 2, the Priced Bid (Part II), should contain the following:

- 9.2.1 Two hard copies of the Priced Bill of Quantities; Part II in original, duly filled in, stamped and signed on each page by the tenderer.
- 9.2.2 Unit rates shall be quoted against each item of BOQ. The item rates quoted must be written in figures as well as in words against each item. In case of discrepancy between the two, those written in words shall take precedence. The item rate quoted should correspond to the "units" given under unit column.
- 9.2.3 Commercial or technical conditions or clarifications of any sort shall not be indicated by the tenderer in Envelope No.2; otherwise the tender shall be rejected.
- 9.2.4 This envelope shall be superscripted "Envelope No.2 – (PRICE BID) for the work of Renovation of Wash rooms in Admin & EFC Building, IDRBT, Hyderabad.

10. Both envelopes 1 & 2 should be put in another single double sealed cover [Envelope 3] and sealed with sealing wax and addressed to the Accepting Officer at the address given below: and dropped in the tender **box before 14.00 hrs on 30th July, 2015.**

THE ASSISTANT GENERAL MANAGER (ESTATE)
INSTITUTE FOR DEVELOPMENT AND RESEARCH IN
BANKING TECHNOLOGY (IDRBT)
(Established by Reserve Bank of India)
CASTLE HILLS, ROAD NO. 1
MASABTANK, HYDERABAD - 500057

Signature of the Tenderer

10.1 Tenderers who are not interested in tendering for this work, shall return all the tender documents to the Accepting Officer, for records, with “BLANK TENDER” prominently written on the cover.

10.2 The sealed envelope 3 containing envelope 1 and envelope 2, shall be superscribed with the following details:-

NAME OF THE WORK,
OPENING DATE AND TIME,
TENDER NOTICE No

11. Envelope - 3 [the completed sealed tender as per above instructions] shall be dropped in the tender box kept at the reception of Institute for Development and Research In Banking Technology (IDRBT), Masabtank, Hyderabad – 500057 before the scheduled time and date for receipt of tender. The address, contact nos. of the bidder should be clearly mentioned on Envelope-3.
12. Envelope – 1 (TECHNICAL BID) will be opened at 16.00 hrs on 30th July 2015 in the presence of such of those tenderers or their Authorized representatives who chose to be present. In case of change in the times of opening of technical bid, all the bidders should be informed about change in schedule.
13. Envelope – 2 (PRICE BID) of the technically acceptable tenders shall be opened subsequently and intimation to this effect will be communicated to such tenderers. Interested and technically qualified tenderers who wish to be present, can be present at the time of opening of the Price Bid.
14. The tender shall be valid for a period of 90 days from the scheduled date of submission of the tender.
15. IDRBT shall not be bound to accept lowest tender and reserves the right to reject any or all the Tenders without assigning any reason.
16. The tenderers are advised to visit the site at IDRBT, with prior appointment with the Accepting Authority, IDRBT, Hyderabad giving sufficient time. Tenderers shall be deemed to have full knowledge of all relevant documents, site etc., whether they have inspected them or not.
17. A **pre-bid meeting** will be held at IDRBT on 27th July 2015 at 11.00 hrs. Interested tenderers may participate to seek any clarifications on the tender documents.
18. The following requirements shall be **strictly complied with**
 - i) Tenderers shall affix their signature and seal on all pages of the tender documents and all the enclosures accompanying the tender documents before submission of the tender.
 - ii) All tender documents received shall be filled, signed with seal and submitted in the original only, failing which tenders will not be considered.
 - iii) Tenderers shall ensure that their tender is dispatched well in advance, so that it reaches the office of the AGM (Estate) or should be deposited in the tender box as mentioned in Para 10, before the time & date stipulated in tender documents.
19. **The tender will be evaluated and accepted on overall basis.**

Yours faithfully

For Institute for Development and Research in Banking Technology (IDRBT)

**The Asst General Manager (Estate)
Issuing & Accepting Officer**

Signature of the Tenderer

PROFILE OF THE TENDERER

ANNEXURE - A

1. Name & address of the Tenderer :

 Tel No :
 E-mail :
 Fax No :
 Mobile (of Contact Person) :
2. Legal status of the tenderer
 (Proprietary/Partnership/Company/PSU- :
 Attested copy as supporting document
 like affidavit, partnership deed, memorandum
 of articles of association as applicable to be attached)
3. Name of the Authorized Signatory :
 (power of attorney to be attached if
 tender is signed by person other than
 Director, Partners or Proprietor)
4. PAN No. for Income Tax
 (Attested copy to be attached) :
5. Service tax registration No.
 (Attested copy to be attached) :
6. Latest Banker's Solvency Certificate
 (Attested copy to be attached) :

Name of the Bank and Branch	Bank's reference and date	Value Rs. In lakhs

Signature of the Tenderer

7. Details of Financial Turnover during the last 3 years:-

Year	Amount (in Rs.Lakhs)	Reference of supporting documents & attachment nos.
2012 – 13		
2013 – 14		
2014 - 15		

8. Details of satisfactorily completed similar works performed during the last three years (attested copies of completion certificates issued by clients to be attached). Attach a separate sheet if necessary.

Name of client/ Company	Name of work and contract No.	Details of nature of works executed	Actual Date of start and completion*	Period stipulated as per contract	Value of the contract completed*	Full contact details of Company / Client	Remarks

* Only details of completed contracts are to be entered.

9. At any time in the last three years has your firm been assessed for and paid liquidated damages after completion of a project under a construction contract?

YES / NO

If yes, give details:

10. Details of E.M.D. for tender:

Amount in Rs.....

DD NO/ BG No.& Date

Name of the Bank

11. Enclose attested copies of Income Tax returns for the last three financial years ending

31st Mar 2015

12. **DECLARATION:**

I / We declare and confirm that:

a) All information and attachments submitted in Annexure - A are true and correct.

b) I / We are aware that any information provided herein found to be false at a later stage will result in the rejection of my / our tender even if it is the lowest tender.

SIGNATURE OF AUTHORISED SIGNATORY (SEAL)

Name of Authorised Signatory :

Date :

Signature of the Tenderer

II

**INTRODUCTION AND
BRIEF PROJECT PROFILE**

INSTRUCTIONS TO THE TENDERERS

Signature of the Tenderer

INTRODUCTION AND BRIEF PROJECT PROFILE

1. **M/s. Institute for Development and Research in Banking Technology (IDRBT)** intends to get the following works carried out for renovation of wash rooms in IDRBT
2. Brief Project profile & scope are as under:

i.	Location of the proposed project	IDRBT, Masab Tank, Hyderabad
ii.	Nearest Railway Station	Nampally, Hyderabad
iii.	Topography	Plain
iv.	Facilities to be constructed are broadly identified as	The work consists of dismantling flooring in the wash rooms and dado and all plumbing and sanitary fittings and fixtures including UPVC / GI pipes, ventilators and door frames & shutters etc in the existing wash rooms (15 nos. - 12 ordinary, 3 VVIPs spread over in four floors in EFC & ADMIN Buildings in IDRBT) and redoing the PCC flooring with tiles after water proofing treatment and dadoing including supply and fixing of all plumbing and sanitary fittings and fixtures, UPVC / GI pipes and repainting to walls / ceiling and doors, including removing of partition wall and re-construction of brick walls (4½" / 9") with plastering for new wash rooms etc.

INSTRUCTIONS TO TENDERERS

1. **TIME IS THE ESSENCE OF THE PROJECT.**
2. IDRBT may employ other contractors / agencies to execute various other parallel activities relating to the project. The successful contractor for this contract shall work in close co-ordination with any other contractor / sub-contractor / agencies engaged by IDRBT at site.
3. Part-I of this tender document covers Tender Notice, Introduction and Brief Project Profile, Instruction to Tenderer, Form of Tender, Appendices to Notice Inviting Tender, General Conditions of Contract, Special Conditions of contract and Safety conditions.
4. Part-II of this tender document covers Bill of Quantities.
5. In case any tenderer feels there is any discrepancy / omission / ambiguity regarding any detail / details found in the tender documents, the tenderer has to address his queries / request for clarifications to the AGM (Estate), so that they reach him within 7 days from the issue of the tender documents. If no query / request for clarification are received within the above specified time, it will be understood that the tenderer has gone through all the relevant documents / clauses and he has understood and is satisfied with the details provided. No claims whatsoever in this regard will be entertained after above specified time.
6. Every endeavor has been made to avoid errors which can materially affect the basis of the tender, but the tenderers shall take upon themselves to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof. The decision of the Accepting authority shall be final and binding on the tenderer in this respect.
7. The tenderers are required to verify all the tender documents received by them as to their completeness in all respects and satisfy themselves before submitting the same. If any short receipt of pages or other defect is found, the same shall be brought to the notice of the AGM (Estate) within 3 days from the date of the issue of the tender document. If no such defects are reported, it shall be deemed that the tenderer has received the said documents without any defects and no complaint whatsoever in this regard shall be entertained after opening of the tenders.
8. Special care should be taken to **write rates in figures as well as in words in relation to given unit against each item** in the respective column of the Bill of Quantities. In case of discrepancies between words and figures, words shall take precedence.

Signature of the Tenderer

9. The rates quoted shall include and shall be deemed to have included all **applicable taxes including the tax on works contracts, service tax, excise duty, Octroi duty, royalties and any other duties or fees whatsoever leviable by the State or Central Govt. or any other local authorities**. The rates shall also include & shall be deemed to have included any other expenses like **transportation of materials to the work site, handling, loading and unloading thereof, overheads and taxes, duties, royalties, fees, whatsoever on materials & labour**. The rate shall also include **clearing of old materials / debries accumulated as a result of renovation work**.
10. The rates quoted shall be for execution of finished item of works as indicated in the Bill of Quantities, which include cost of all materials, consumables, labour, plants, equipment, machineries, transportation of materials to site, loading, unloading testing of materials and works of samples for testing, all taxes, duties, royalties, Octroi, cost of incidental charges on tools / plants, cost of labour, contractor's overheads, profit etc. to complete the item as per stipulated specifications & description in Bill of Quantities.
11. Tenders submitted by post should be posted with due allowance for any delay in postal delivery. **Late tenders due to any reason whatsoever shall not be opened and shall not be considered and will be returned unopened by post.**
12. The contractor's responsibility for this contract shall commence from the date of commencement as stipulated in the work order / acceptance letter. The scheduled period of completion shall be strictly as per the conditions in the tender document and the contractor will have to plan his work accordingly.
 - i) The maintenance period for this work shall be the defect liability period as stipulated in the conditions of contract.
 - ii) If the works under this contract include waterproofing treatment or leak-proof roofing / cladding etc. the maintenance period for the same shall be as per the guarantee period stipulated in the specifications or Bill of Quantities.
 - iii) If the work under this contract is for the construction of special types of structure or execution of special types of services, the maintenance period shall be as indicated in the bill of quantities.
 - iv) During the above maintenance period, the contractor shall be responsible to make good, free of cost, all defects or damages which are due to defective workmanship / use of substandard materials. If the contractor fails to make good such defects or damages within a reasonable time after intimation to him, IDRBT shall get the same rectified as deemed fit, at the contractors risk and the expenditure incurred by IDRBT shall be recovered from any bills or deposits of the contractor either pertaining to this contract or from any other contract or in case any such sum being insufficient or not available for the recovery / deductions, the expenditure incurred by IDRBT shall be deemed as a debt due.
13. The contractor shall consider and include all his claims whatsoever as per terms and conditions of the Contract. In his final bill which shall construe and mean that the contractor shall not have any other claim whatsoever against IDRBT other than those indicated in the final bill and defect liability amount. "NO DEMAND CERTIFICATE" stating that he has no other claims on IDRBT, except the claims indicated in the final bill, and the balance of the security deposit amount should be withheld in the final bill.
14. If the contractor desires to entrust his affairs to any person or agent, a power of attorney duly authenticated by a Magistrate / Notary / Court / Judge in favor of such person / Agent, shall be submitted to IDRBT Hyderabad, acceptance of which shall be at the discretion of the Accepting Officer.
15. If the tenderer deliberately gives wrong information in his tender or unfairly create conditions favorable for acceptance of his tender, the accepting officer reserves the right to reject such tender at any stage and the earnest money shall be forfeited. The accepting officer shall be at liberty to foreclose the contract without prejudice to any other remedies that may be available to IDRBT under the contract.
16. In these documents, words imparting the singular number shall also be deemed to include the plural number and vice versa where the context so requires. Further, words imparting the masculine gender shall also be deemed to include the feminine gender and vice versa where the context so requires.
17. The contractor shall make all arrangements for execution of Agreement at his own cost, using IDRBT standard format on appropriate stamp paper and execute the same within 30 days from acceptance of Tender/ issue of Work order, whichever earlier.
18. Several documents forming the contract are to be taken as mutually explanatory to one another.

Signature of the Tenderer

19. If there are varying or conflicting provisions made in any of the documents forming part of the contract, or otherwise, the following precedence shall be observed:
- i) Tender notice, Notice Inviting Tender and instruction to tenderers shall have precedence over Special and General Conditions.
 - ii) Option in Schedule 'A' (Bill of Quantities) shall have precedence over particular specification.
 - iii) Special Conditions shall have precedence over General Conditions.
 - iv) In regard to the Conditions, specification and mode of measurement not covered above, the CPWD-SSR with Current Market rates shall apply.
 - v) In regard to the specification & mode of measurement not covered above, IS shall apply.
20. However, the Accepting Officer shall be the sole deciding authority with regard to the intention of the document and his decision in this respect shall be final and binding on the Contractor.
21. The tenderer shall not increase his quoted rates in case the Accepting Officer negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be **valid for a period of 90 days** from the date of receipt of tenders.
22. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the tenderers who resort to canvassing will be liable to be rejected.
23. The tender shall be accompanied by prescribed Earnest Money Deposit of the amount as stipulated in the Tender Notice / Special Conditions of Contract failing which tender will be rejected.
24. The Earnest Money is liable to be forfeited in case of the Accepting Officer feels that the tender is not bonafide or the tenderer modifies or revokes the tender during the period the tenders are kept open. The decision of the Accepting Officer whether a tender is bonafide or not, is final and conclusive, and is binding on the tenderer. The Earnest Money of all other unsuccessful tenderers will be refunded after the award of work is finalized. In the case of the successful tenderer, the earnest money will be adjusted as part of the Security Deposit and will be refunded without interest as per procedure laid down in the Conditions of Contract.
25. Whenever the Engineer-in-charge (EIC) of the work feels it necessary and advises the contractor for production of bills for any materials whatsoever procured / purchased by the contractor for use and incorporation in the work, the contractor shall produce such bills in proof of such purchase or procurement from bonafide dealers / manufacturers. Such a demand for production of bill can be made by the EIC even after use and incorporation of such materials in the work after clearance by the EIC for the quality of the materials. In the event of such a demand by the EIC for production of bills, the contractor shall not use and incorporate such materials in the work without the prior clearance in writing from the EIC. In case the contractor fails to produce the bills or uses / incorporates materials in the work against which bills are advised to be produced, without prior clearance of EIC, no payment against any work under the contract executed by the contractor shall be made. Test certificates are also to be produced by the contractor from the authorized Manufacturer / Certifying agency for all bought out items.
26. **DETAILS OF SITE**
- (a) The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making the tender, whether or not he is successful in getting the contract. He must examine the entire tender document, inspect the site of the work and acquaint himself with all the information about scope and specifications of the work to be done, all his obligations under the contract, local, hydrological and climatic conditions, local and statutory or government rules and regulations, all other local conditions, means of access to the work, security requirements, restrictions at entry to the site, conditions of site of work, nature of the work and all matters pertaining thereto. Access to the site will be given during the tender period by appointment on application to the Issuing Officer. The tenderer shall ascertain the location, size and condition of the areas available for his use as working area and all other information affecting this tender. IDRBT will not be responsible and will not reimburse any expenses which may be incurred or losses to person or property suffered by any tenderer in connection with visits to and examination of the site and in the preparation of his tender for submission.

- (b) The tenderers must note that information, if any, as regards to the site and local conditions, as contained in these tender documents has been given merely to assist the tenderers and is not deemed to be complete. The tenderers should note and bear in mind that IDRBT shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on its part. The consequences of the lack of any knowledge as aforesaid on the part of the tenderer shall be at their risk and cost. No charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by IDRBT either during tender stage or during the contract stage.
27. No claim as regards to want of information of any particular point or any change in rate or conditions after the opening of Price Bid shall be entertained.
28. Only those tenders fully complete in writing on the Form of Tender, together with all the documents and received within the time specified will be considered.
29. No alteration / modification are permitted in the tender documents issued by IDRBT. If any alternations are made by the tenderer in the Tender Documents, the Tender will not be considered.
30. **All information supporting the tender shall be in English and all entries shall be made by hand and written in the same ink. There shall be no over-writing or erasure. All corrections / cancellations should be attested by the tenderer with his dated initials as many times as corrections occur.**
31. The offer of the tenderer shall remain valid for acceptance for a period of 90 days counted from the stipulated last date fixed for receiving tenders.
32. The unit rates & tender sum shall be given in Indian Rupees.
33. The successful tenderer to whom the letter of acceptance of his tender / work order will be issued by IDRBT Hyderabad, shall have to
- (a) Enter into an Agreement with IDRBT Hyderabad within 15 days of the date of issue of letter of acceptance of his tender / Work Order by IDRBT, whichever is earlier, failing which penalty at the rate of 0.125% will be levied on the Contract amount, for delay in submission of every week or part thereof, up to a maximum of Rs 30,000/- (Rs Thirty Thousand Only). If the delay to enter into an agreement is 60 days beyond the stipulated period of 15 days as aforesaid, the contract is liable to be cancelled and the Earnest Money Deposit to be forfeited.
 - (b) The Security Deposit for the work shall be deducted @ 5% of each bill payable to the successful tenderer till 5% of the contract value is completed.
 - (c) The tenderer shall bear all expenses, which he may be required to incur for the above.
34. The tenderers are required to submit satisfactory evidence of their experience (in the form of completion certificate issued by their clients) of works executed during the last 3 years.
35. If the Headquarters of the successful tenderer is elsewhere other than the place of work, he shall have a duly authorized Agent at the place of work from the date of commencement of the work until it is fully completed. Such Agent shall be authorized by a power of attorney to act on behalf of the successful tenderer to operate and execute terms of contract.
36. Tenderers are required to affix their signature with seal on each and every page of the tender documents including the drawings attached thereto and any common set of deviations/ corrigendum/ addendums issued by IDRBT Hyderabad. All corrections in the tender documents must also be signed by the tenderer.
37. Unit rates shall be quoted in figures as well as in words with reference to each item in the attached Bill of Quantities (Vol-II). These rates shall be for the finished work at site. Amount of each item, the sub-total of each section of the Bill of Quantities and the grand total amount of the bill of quantities shall also be filled in by the tenderer. While quoting rates in the Bill of Quantities, the word 'only' should be written closely following the amount.

Signature of the Tenderer

38. Any error in description, quantity or rate in Vol-II (Bill of Quantities) or any omission therein shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein with respect to rates, specifications or from any of his obligations under the contract. In case of any discrepancy in the rates quoted, amounts, sub-totals of the sections of the bill of quantities, grand total etc. the following procedure shall be adopted as final:
- a. In the event of any discrepancy between description in words and figures of rate quoted by the tenderer, the rate quoted in words shall prevail.
 - b. In the event of an error occurring in the amount column as a result of wrong extension of unit rate and quantity, the unit rate quoted by tenderer shall be regarded as firm and the extension shall be amended on the basis of the rate.
 - c. All errors in totaling in the amount columns and in carrying forward totals shall be corrected.
 - d. Any occasions to include in the totals or to carry forward prime cost sums shall be corrected.
 - e. The sub-totals of various sections of Vol-II as amended shall be carried over to the Summary of Bill of Quantities and the tendered sum shall be amended accordingly. The tendered sum so altered for the purpose of the tender shall be substituted against the sum originally tendered and considered for acceptance instead of the original sum quoted by the contractor.
39. The tendered rate of item(s) against which no rate or amount is entered by the tenderer, will be taken as "ZERO" and the amount of such items (for the quantities mentioned in the bill of quantities) shall be deemed to have been covered by the rate quoted for other items.
40. In the event of a tender being submitted by a partnership firm, **the tender must be signed separately and legibly by each partner or member of the firm, or, in their absence, a person holding Power of Attorney on behalf of the firm concerned.** In the latter case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender and a certified true copy (attested by Gazetted Officer) of the partnership deed must be enclosed along with the tender submitted by the partnership firm.
41. On acceptance of the tender, name of the accredited representative of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated to the accepting officer in writing by the contractor.
42. In quoting their rates, the tenderers are advised to take into account all factors of any fluctuations in the market rates, taxes etc. **No claims will be entertained on this account after acceptance of the tender or during the currency of the contract and till the completion of work. No claim whatsoever will be entertained on account of inflation in rates of the items or their transportation or due to any other account.**
43. Before submission of tender, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevalent conditions, position of materials and labour, specifications and all other documents which form part of the agreement to be entered into.
44. The Institute reserves the absolute right to appropriate, deduct, set-off or retain / withhold any amount payable to the tenderer or contractor under any head of account including earnest money under this contract or any other contract or any other transactions against any sum, which in the opinion of the Employer is due to the Employer whether sub - judice or not under any contract, deal or transaction whatsoever.
45. All compensations or other sums of money payable by the contractor under the terms of this contract may be deducted / recovered / adjusted from his security deposit (by way of encashing the bank guarantee partially or fully) or from any sum which may be due to or become due to contractor by Institute or any accounts whatsoever. In the event of security deposit being reduced by reason of any such deductions / recovery / adjustment, the contractor shall within 10 days make good in cash / demand draft the amount so reduced.
46. **If a tenderer withdraws his offer after submission of his tender, or fails to start the work in accordance with the instructions of the EIC, the Earnest Money deposited by him may be forfeited without prejudice to any other remedy available to the Institute under the contract.**

Signature of the Tenderer

47. IDRBT, Hyderabad, reserves the right to reject any or all tenders received or accept any tender or part thereof without assigning any reason. In the case of acceptance of a part of the tender, time for completion may also be reduced to an extent considered appropriate by the Accepting Officer. The acceptance of the tender in part as mentioned above is at the sole discretion of the Accepting officer and shall be binding on the Contractor.
48. Conditional tenders and tenders who are incomplete or otherwise considered defective and tenders not in accordance with tender conditions are liable to be rejected.
49. **Tenders not submitted in the prescribed forms will be rejected.**
50. The acceptance of the tender will rest with the Accepting Officer who does not bind himself to accept the lowest tender and reserves to himself the authority to accept or reject any or all tenders without assigning any reason. All tenders which do not fulfill any of the prescribed conditions or are incomplete in any respect, are liable to be rejected.
51. All specialized works such as Water-proofing, etc. shall be carried out under supervision by an approved specialized agency only.
52. **The rates quoted under this contract are conclusive and final and no price escalation on the accepted rates on account of increase in rates of materials, labour cost or any other reasons whatsoever shall be entertained, either during the original contract period or during the extended period of the contract till the full completion of the work.**

**For Institute for Development and Research in Banking Technology (IDRBT)
The Asst General Manager (Estate)**

Issuing & Accepting Officer

Signature of the Tenderer

III

FORM OF TENDER

Signature of the Tenderer

(a) **FORM OF TENDER**

Place:

Date:

To,
The Assistant General Manager (Estate),
Institute for Development and Research in
Banking Technology (IDRBT)
Castle hills, Road no. 1
Masabtank, Hyderabad

Dear Sir,

1. Having examined the Specifications, Designs and Bill of Quantities relating to the works specified in the memorandum hereinafter set out and having examined the Site of Works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached Bill of Quantities and in accordance in all respects with the conditions, specifications, designs, instructions in writing referred to in conditions of tender, Appendices to the form of Tender if any, articles of agreement, general conditions of contract, special conditions of contract, appendices to the tender, annexure, safety conditions, technical specifications, Bill of Quantities and with such materials as are provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

- a) Description of work : Renovation of Wash rooms, EFC & ADMIN Buildings, IDRBT, Hyderabad.
 - b) Estimated Cost of Work : Rs 30.00 lakhs
 - c) Earnest Money Deposit : Rs 0.60 Lakh (Rupees Sixty Thousands Only) in the form of certified Cheque/Bank Guarantee / Demand Draft from a Nationalized / Scheduled bank, drawn in favour of M/s. Institute for Development and Research in Banking Technology (IDRBT), Hyderabad.
 - d) Security Deposit : This shall be deducted from the running bills @ 5 % of each bill till 5 % of the contracted value is deposited.
 - e) Time for completion : 4 months from date of commencement. Date of commencement shall be the date as mentioned in the Work Order.
 - f) Supply of materials by IDRBT : No material including Electricity and Water shall be supplied by IDRBT, unless otherwise specifically mentioned in tender document. All materials are to be provided by the Contractor and cost of the same shall be deemed to be included in the quoted rates.
2. Should this tender be accepted, Contractor hereby agree(s) to abide by and fulfill the terms and provisions of the said conditions of contract annexed hereto so far as they may be applicable, or in default thereof to forfeit and pay to IDRBT Hyderabad the amounts mentioned in the said conditions.
 3. I / We have deposited / remitted a sum of Rs.60,000/- (Rupees Sixty Thousand only) as Earnest Money in the form of DD from Nationalized / Scheduled Bank drawn in favour of M/s. Institute for Development and Research in Banking Technology (IDRBT) payable at Hyderabad.
 4. I / We agree that in the event of this tender being accepted by you, I / We shall:

Signature of the Tenderer

- i) Enter into an agreement (as per your approved format) within 15 days from the date of Work order.
 - ii) Obtain all statutory licenses, permissions, and insurance policies before starting the work.
5. I / We agree to keep my / our offer open for acceptance for a period of 60 days from the stipulated last date of receipt of tender as mentioned in the tender document.
 6. I / We agree and accept that unless and until the formal agreement is prepared and executed, this tender together with your written acceptance thereof shall constitute a binding contract between us.
 7. All information and documents as required to be submitted as per Tender Notice and information and instructions to Tenderer and the tender conditions are enclosed.
 8. I / We further agree to execute all the works referred to in the said documents upon the terms and conditions, contained or referred to there in and as detailed in the above appendices, Annexures and also agree to carry out deviations as may be ordered to a maximum of 10% of the contract sum.
 9. I / We agree for the Confidentiality and Secrecy Clause.
 10. The names of Partners/directors of our firm are:
 - i)
 - ii)
 - iii)
 11. Name(s) of the Partner(s) of the Firm authorized to sign.
 12. Name of person having Power of Attorney to sign the Contract.

(Certified true copy of the power of Attorney should be attached.)

Yours faithfully,

(Signature & Seal of the tenderer)

Names, signatures and addresses of
Witnesses to tenderer's signature:

- i)
- ii)

Signature of the Tenderer

IV

PROFORMA OF

GUARANTEE FOR WATER PROOFING

Signature of the Tenderer

(ON NON JUDICIAL STAMP PAPER OF Rs 100/-)

FORM OF GUARANTEE FOR WATERPROOFING

Name of the Project:

Free Maintenance Guarantee – Waterproofing Work:
By _____

We, _____ hereby guarantee that the surfaces treated by us for, waterproofing in the above work, for M/s. _____ the general building Contractor for the above work, shall remain entirely water tight. Should, however, due to any unforeseen defect left out in the work carried out by us at the time of execution of the work, there be any leakage from any surface treated by us during the period of five years from the date of virtual completion of the work i.e. from December 2015 to November 2020, the same shall be rectified by us without any extra cost to IDRBT.

However, we shall not be responsible in any way if our works is tampered with or if the body of the structure is damaged due to sinking, cracking and / or by any other act of God beyond our control.

Signature of the
Water proofing Contractor

Signature of the General
Building Contractor

Signature of the Tenderer

V

GENERAL CONDITIONS OF CONTRACT

Signature of the Tenderer

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Signature of the Tenderer

**INSTITUTE FOR DEVELOPMENT AND RESEARCH IN BANKING TECHNOLOGY (IDRBT)
MASABTANK, HYDERABAD - 500057**

GENERAL CONDITIONS

(Under which the works hereinafter described are to be performed)

1. INTERPRETATION OF CLAUSES

In these general conditions of contract, the following terms shall have the meaning hereby assigned to them except where context requires otherwise.

- i) **"INSTITUTE FOR DEVELOPMENT AND RESEARCH IN BANKING TECHNOLOGY"** here in after referred to, as IDRBT or INSTITUTE shall mean the Members of its Governing Council, Chairman, Director, General Manager or other officers of the said Institute's Management authorized to invite tenders and enter into contracts for works on behalf of IDRBT.
- ii) **"TENDER"** shall mean the entire contents of the following documents.
 - a) Tender Notice.
 - b) Instructions to tenderers.
 - c) General conditions of Contract.
 - d) Special conditions of Contract.
 - e) Safety Conditions.
 - f) Technical specifications.
 - g) Tender drawings,
 - h) Bills of Quantity (BOQ) containing the probable bill of quantities of items for the work to be executed.
- iii) **"CONTRACT"** shall mean the entire contents of the following
 - a. **"TENDER"**
 - b. acceptance letter and / or work order
 - c. any correspondence that has taken place between the Contractor and the Institute from the time the tender is submitted to the time acceptance / Work Order is communicated
 - d. Minutes of Price Negotiation Committee meeting if any
 - e. Approved drawings for execution and
 - f. Any other conditions mutually accepted by the parties.
- iv) **"SSR"**: Standard Schedule of Rates shall mean the CPWD Standard Schedule of Rates 2007 with amendments thereon as approved, applicable at the site.
- v) **"TENDER DOCUMENTS"** mean Part - I terms and conditions, Part - II (Bill of Quantities, etc. given to tenderer(s) on payment, for the purpose of preparing their tenders.
- vi) The **"Work"** means the work described in the tender documents, in the work order(s) and / or accompanying drawings and specifications as may be issued from time to time to the contractor by the issuing authority / The Engineer In Charge (EIC) within the powers conferred upon them, including all modified or additional works and obligations to be carried out either at the site or / at any factory, work shop or other place as required for the performance of the contract.
- vii) The **"SITE"** means the land(s) and / or other places, on / in / into or through which the work is to be executed under the contract of any adjacent land, path or street, which may be allotted to or used for the purpose of carrying out the contract.
- viii) The **"CONTRACTOR"** means the successful tenderer, whether individual, firm or company, incorporated or not, undertaking the work and shall include the legal, personal representatives of such individuals or the persons composing the firm or company or the successors of the firm or company and the permitted assignees of such individual or firm or company.
- ix) **BLANK**

Signature of the Tenderer

- x) The “**Engineer-in-Charge** or **[EIC]**” means ENGINEER / MANAGER / ASSISTANT GENERAL MANAGER of IDRBT, who is / are appointed to be overall in-charge of the work or part of the work.
- xi) “**I.S.**” means Indian Standard Specification.
- xii) The “**CONTRACT SUM**” means the sum accepted or the sum calculated in tender and in accordance with prices accepted or the contract rates as payable to the contractor for the entire execution and full completion of the work, as agreed to by the Institute and the Contractor.
- xiii) The “**FINAL SUM**” means the actual amount payable under the contract by IDRBT to the contractor for the entire execution and full completion of the work.
- xiv) The “**DATE OF COMPLETION**” is the date or dates for completion of the whole or any part of the work set out as ascertained in accordance with the tender documents, work order(s) or any subsequent agreed amendments there to. The date of completion of each work should be clearly intimated to Institute in writing.
- xv) A “**WEEK**” means seven days without regard to the number of hours worked or not worked in any day in that week.
- xvi) A “**DAY**” means a day of 24 (twenty four) hours irrespective of the number of hours worked or not worked in that day.
- xvii) A “**WORKING DAY**” means any day other than that prescribed by the negotiable instruments act as being a holiday and consists of the number of hours of labour as commonly recognized by good employers in the trade in the Hyderabad District of Andhra Pradesh where the work is carried out or as laid down in the IDRBT Regulations.
- xviii) “**DEVIATION ORDER**” means an order given by the EIC to effect an alteration, addition or deduction, which does not radically affect the scope or nature of the contract.
- xix) “**EMERGENCY WORKS**” means any urgent measure which, in the opinion of the EIC, becomes necessary during the progress of work to avoid any risk of accident or failure or which becomes necessary for security.
- xx) “**APPROVAL**” and “**DIRECTED**” means the approval or direction by the EIC.
- xxi) “**Schedule A**” means **priced Bill of Quantities** in the work order.
- xxii) “**DAY WORK**” means items of work requiring the employment of labour with or without materials as the case may be, which in the opinion of the EIC, is not capable of being evaluated by the accepted methods of measurement or assessment and is paid for on the basis of the actual labour and materials utilized on the particular items of work referred to.

2. **ACCEPTANCE OF WORK ORDER**

The Contractor shall, within 7 days of issue of acceptance letter / work order, give his acceptance in writing, which shall be construed and taken as an acknowledgement on his part of his complete satisfaction with the contract including the sufficiency of the prices. If such written acceptance from the Contractor is not received within the above time frame, his / their acceptance shall be deemed to have been given.

3. **CONTRACTOR TO EXECUTE AGREEMENT WITH INSTITUTE:**

The Contractor shall within fifteen days of issue of the work order enter into and execute a formal indenture of contract as per Institute’s format, on non-judicial stamp paper of requisite value, at his cost. The Contractor shall not be entitled to make any changes in the form of agreement.

Signature of the Tenderer

4. SUB- LETTING BY THE CONTRACTOR

The whole of the work included in the contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or underlet any part share or interest therein nor shall he take a new partner without the written consent of the EIC and no subletting shall relieve the Contractor from the full and entire responsibility of the contract or from the active superintendence of the work during its progress.

5. TENDERED OR AGREED RATE

The Contractor shall agree not to petition for revision of rate tendered by him under any circumstances at any stage of the work, either during execution or when the final claims are settled. The quoted rates **shall remain firm** throughout the currency of the contract and no escalation of price towards increase in the cost of materials or labour etc will be permitted under any circumstances during the contract period and for extended period of contract for full completion of work.

6. Any error in the description or in the quantity in Schedule 'A' / BOQ or any omission there from shall not vitiate the Contract or release the Contractor from the execution of whole or any part of contract comprised therein according to the drawings and specifications, or from any of his obligations under the contract.

7. The Contractor shall satisfy himself or shall be deemed to have satisfied himself as to the nature of subsoil, the dimensions, levels, character and nature of all roads, existing drains, sewers, water, gas or other mains, electric cables and other things as regards any connection they may have with the works of the subject of the contract, and he shall also inspect the site, works and surroundings, the means of access thereto and he shall generally obtain his own information on all matters and things which can in any way influence his Tender. No claims for extra works or otherwise will be allowed in consequence of any misunderstanding, error, incorrect information on these points, or if any other inaccuracies in reference thereto, which may appear on the drawings or in the specification nor shall the contract be nullified in consequence of any such misunderstanding, error, incorrect information or inaccuracies.

8. COMMENCEMENT OF WORKS

The Contractor shall commence works on or before the date stipulated in the work order but only after signing the agreement. The Institute shall give to the contractor the use of as much of the site as may, in the opinion of the EIC, be required in order to enable the contractor to commence and continue works, but the non-delivery in manner aforesaid of the use of such site or any portion there of, shall not vitiate or affect the contract, nor any provision contained in the specification, nor entitle the contractor to any increased allowance in respect of the money.

9. SETTING OUT WORKS

9.1 The Contractor shall set out the whole of the works and be responsible for the correctness of the position, levels, dimensions of several works, according to the drawings & written instructions of the EIC. If at any time during progress of the works, any error shall appear or arise in the position, levels or dimensions of the several works, the contractor, on being required to do by the EIC, shall at his own expense remove and amend the work to the satisfaction of the EIC, notwithstanding that he may have been assisted by the EIC in setting out the same,

9.2 The Contractor shall observe, perform and comply with the requirements of all applicable statutes and bye-laws and shall also obtain proper written permissions from the owners of services or authorities having control of the road surfaces before the same are broken up. He shall likewise obtain proper written permissions from the services authorities or the owners of sewers, drains, water, gas or other mains, electric cables and other things which may be in any way affected by the execution of the contract works.

10. WORK AT NIGHT

Work at night will be permitted subject to obtaining prior approval from EIC. However no additional payment will be made for such work.

11. WORK IN MONSOON AND DEWATERING

The execution of the work may entail working in the monsoon also. The contractor must maintain labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. **No special / extra rate** will be considered for such work during the monsoon. The contractor's rate

Signature of the Tenderer

shall be considered inclusive of cost of dewatering required if any and no extra rate shall be payable on this account.

12. NIGHT WATCHMAN, LIGHTS ETC., TO BE PROVIDED BY THE CONTRACTOR

The contractor shall be responsible for the security and safety of materials and personnel at the site. The Contractor shall, at his own cost, provide night watchmen at all parts of the work where necessary or as required by the EIC. He shall also keep all open trenches, excavation or other dangerous places properly and sufficiently lighted at all times and shall provide and fix proper fencing, hoarding and temporary bridges to protect from accidents and assist the public traffic. The Contractor, at his own cost, shall also, erect temporary fences on the site of works where ever as required or indicated by the EIC. The contractor, at his own cost, shall make provisions to cover the work site/building with proper adequate cover so that no debris/work material is prevented from falling outside the boundary of the site or on the adjacent pathways/roads.

13. TESTING OF MATERIALS:

The Contractor at his own cost shall arrange testing of materials, as desired by the EIC, from recognized and accredited testing laboratories.

14. MATERIALS TOOLS ETC., BROUGHT TO THE WORKS

14.1 All materials, tools, implements and other items brought by the Contractor upon the Institute's works site shall thereupon become, and shall continue to be the absolute property of the Institute and be considered to be in its possession, the Contractor having only the right of using the same for the purpose of the contract. After the works have been completed and all obligations under the Contract duly fulfilled, the Institute shall return to the contractor the tools, implements and surplus or waste materials then remaining upon the Institute's works which are to be removed by him forthwith and cleared away.

14.2 Nevertheless the Institute shall not at any time be liable for the loss / wear & tear of any of the said materials, tools, machinery, implements or other items, but the whole of this liability shall fall upon the Contractor, the same as if they had remained in his possession. The contractor shall take necessary precaution and preventive measures to safeguard all the aforesaid items at the works site and the Institute shall not bear any responsibility for their security & safety nor be liable to pay any compensation for their damage / loss to the contractor.

15. POWER TO VARY WORKS:

15.1 The Institute shall have full power and authority from time to time, and at all times to order works additional to contract, and to make and issue such further drawings and to give such further instructions and directions as may appear necessary or proper for the guidance of the Contractor and the good and sufficient execution of the contract. The contractor shall obey and be bound by the said further drawings, instructions and directions according to the true intent and meaning thereof, and as fully and effectually as though they had accompanied, or has been mentioned or referred to in the original drawings and specification.

15.2 The Institute shall also have power to vary or alter the levels or positions of any of the works, the subject of this contract, or may order any of the works contemplated thereby to be omitted with or without the substitution of any other works in lieu thereof, or may order any work or any portion of the work executed or partly executed to be removed, changed or altered and, if needed, other works shall be substituted in lieu thereof.

15.3 The difference of expense occasioned by any such increase, diminution or alteration so ordered and directed shall be added or deducted from the amount of the contract, agreeable to the prices of similar work set forth in the bill of quantities or failing which the schedule of prices attached thereto, and in the absence of such similar work being scheduled, then such work shall be carried out at the rates entered in CPWD SSR / market rates applicable at the site and of specified zone \pm percentage which the total tendered amount bears to the estimated cost of the entire work put to tender.

15.4 The Institute will in no case become liable for the payment of any charge in respect of any such conditions, alterations or deviations, unless the instruction for the performance of the same shall have been given in writing and signed by the EIC, nor unless such instructions distinctly state that the matter thereof is to be the subject of an extra or varied charges, in the work order hereinafter set forth or unless the claim thereafter shall be made in writing, signed by the Contractor and be in the form of claim hereinafter set forth and properly filled up:

Signature of the Tenderer

nor unless such claim be made within the week in which the work is executed and the materials used, and before the same shall have been placed out of view, or beyond check or measurement; nor unless the value of any altered or varied works or of any further works, shall wherever practicable, have been determined and settled before such altered or varied or further works shall have been commenced. Such value, in case of dispute, shall be ascertained by the EIC, who shall determine in all cases whether such previous determinations and settlements were practicable or not, and in all cases when he shall consider the same to have been practicable, and approved by the Accepting Officer. The Contractor shall not be entitled to make any claim in respect of such altered or varied or further works.

16. WORKS TO BE EXECUTED IN APPROVED MANNER:

16.1 The works, the subject of the contract, specified and provided for, or that may be necessary to be done to form complete any part thereof, shall be executed and completed in the best and most substantial manner, with materials of the best approved quality of their respective kinds, agreeable to the particulars contained in or implied by specification, or as referred to and represented by the drawings and memorandum thereon / or as referred to by any of the said further drawings, instructions and directions, and shall be to the full satisfaction of the EIC.

16.2 The EIC shall have full liberty at all reasonable times to inspect and examine the works, materials and workmanship, and every such time reject any or all of such works, materials and workmanship which to him may appear defective, unfit or improper for the several purposes to which they are applied or intended to be applied, or as not in accordance with the specifications of the said drawings, memoranda, instructions or directions.

17. WORKS TO BE CARRIED OUT EXPEDITIOUSLY

The Contractor shall commence and carry out the works with due diligence, and as much expedition as the EIC may reasonably expect, having regard to the specified time of completion of the whole of the works. In case the Contractor fails to do so or neglect to provide proper and sufficient materials or to employ a sufficient number of labour to execute the works expeditiously, the Institute shall have the full power, without vitiating the contract, to take the works wholly or in part out of the hands of the Contractor, to engage or employ any other person or labour, and to procure all requisite materials and implements for the due execution and completion of the said works. The costs and charges incurred by the Institute in so doing shall be ascertained by the Accepting Officer and it shall be competent for the Institute to deduct the amount of such costs and charges along with overheads out of any sum or sums due or to become due from the Institute to the contractor under this or any other contract.

18. INTERIOR MATERIALS OR WORKMANSHIP TO BE AMENDED:

18.1 The materials as well as the workmanship and finish of the whole of the contract works shall be best of their kind. Should any materials be brought upon the site or on the land or property of the Institute or on the places where any operations are being carried out in connection with the works, which are, in the judgment of the EIC, of an inferior description / quality / improper to be used in the works, the said materials shall be removed at the Contractor's cost. All inferior workmanship or finish shall be amended at the cost of the Contractor, within such period or periods as the EIC may direct.

18.2 The Contractor shall pull down, amend and reconstruct any work he may have erected upon an insufficient foundation, or that he may have insufficiently cured and protected against immediate and further injury whether arising or likely to arise in the future from weight, pressure, action of water or otherwise, on being required to do so by the EIC.

18.3 In case the Contractor neglects or refuses to remove such materials or to comply with such directions, it shall be lawful for the EIC, on behalf of the Institute and by its agents, servants and workmen, to remove the materials and amend the workmanship and finish of such material / parts / work, and to replace the same with such other materials / workmanship as shall be satisfactory to the Institute. The expenses which the Institute may be put to or which may be incidental thereto, as certified by the EIC will be deducted from the amount of any sum or sums due or to become due to the Contractor, or be recovered by action in law or otherwise from the Contractor as the Institute may determine.

18.4 When it is apparent to the EIC that defects exist in the work executed or that damage or accident has occurred or that the works are not upheld or maintained in good, sound and water tight conditions or repair or in working order but the cause thereof is not apparent, a general requisition in writing by the EIC to the Contractor to

Signature of the Tenderer

amend, make good or maintain the works in sound, perfect and water tight condition shall be a sufficient requisition for the Contractor to make good as above. The EIC shall be under no obligation to specify the works or repair, but such requisition shall be considered conclusive evidence against the Contractor that he is not performing or has not performed his obligations under the contract.

19. EMERGENCY POWERS:

In the event of any accident or failure occurring in or on the works which in the opinion of the EIC requires immediate attention, either during the construction or during the period of maintenance, the Institute may, by their own or other workmen make necessary repairs at the expense of the Contractor.

20. OPENINGS TO BE MADE FOR EXAMINATION OF WORKS:

Should the EIC require it for his more perfect satisfaction, the Contractor, shall at any period during the continuance of the contract pull down any part of the works, and make such openings, and to such extent, through any part of the works as the EIC may direct, and the Contractor shall make such works good again to his satisfaction, should the works be found faulty in any respect; the whole of the expenses thereby incurred shall be defrayed by the Contractor, but otherwise by the Institute

21. PRECAUTION AGAINST INJURY TO PROPERTY ADJACENT TO WORKS-IN-PROGRESS

21.1 The Contractor shall take special care by the erection of temporary fences / adequately strong and proper covers, and by every other means which circumstance may render necessary, to prevent all injury and damage to or trespass upon the lands, roads, fences or property adjacent to the site of works, and he shall confine the passage of his workmen to existing public roads and footpaths. He shall likewise pay and satisfy all claims whatsoever and from whomsoever, for temporary occupation, way leaves, damages, trespass or otherwise, in reference to the said lands, roads, fences and property adjacent and bear the Institute harmless from any and all such claims. If any greater extent of the land than the site for works be required by the contractor for his operations, he shall obtain and occupy the same at his own cost and charge.

21.2 The Contractor shall, at his own expense, share, protect, support, alter, restore, make good and maintain as may be necessary all buildings, water and gas pipes, sewage, drains, electrical cables and other things, which may be disturbed, exposed or injured during the execution of the works, or in consequences of the execution of the works. He shall also provide for the continuous use of all buildings, pipes, sewers, drains, electric cables and other things, the use of which may be liable to interruption during the progress of the works. The Contractor shall, at his own expense, restore all such buildings, water and gas pipes, sewage, drains, electric cables and other things to the satisfaction of the owners thereof and he shall likewise, at his own expense, construct and maintain such works as may be necessary for the due permanent support of all such buildings, pipes, sewage, drains, electric cables and any extra timbering / materials which may be temporarily required and all labour required for fixing and removing the same shall be at his own expense.

21.3 The contractor shall keep the Institute and its officers indemnified from and against all actions, suits, claims, penalties, liabilities, costs, expenses and demands whatsoever, by reasons or on account of damages to such buildings, pipes, sewage, drains, electric cables and other things whether caused by the execution of the contract works or the insufficiency of the aforesaid support. The Institute may deduct the expenses thereby incurred or to which the Institute or its officers may thereby be put or be liable, or which may be incidental thereto, from the amounts of any sum or sums due or to become due to the Contractor, or may recover the same by action at law or otherwise from the contractor, and the Institute may compromise any such action, suits, or other proceedings or such items as it shall see fit and the Contractor shall thereupon forthwith pay the Institute the sum or sums paid by the Institute upon the occasion thereof and shall in every case pay such sum or sums and shall fully indemnify the Institute according to the present stipulation.

22. PRECAUTIONS AGAINST ACCIDENTS OR INJURY:

Refer to safety conditions elsewhere in this Part.

23. COMPLETION OF WORK IN TIME

23.1 Time is the essence of the contract. Time for completion of the works is specified in the tender document or in each individual work order. As soon as possible after the work order is issued and in any case not

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later than 15 days from the date of issue of Work order, the EIC and the contractor shall agree to a time and progress chart acceptable to the Accepting Officer. The chart shall be prepared in direct relation to the time stated in the work order for the completion of the various works ordered and shall be amended as may be required by agreement between the EIC and contractor within the limitation of the time imposed in the work order.

23.2 In the absence of any specific time and progress chart for any part of the work, the contractor shall ensure and maintain uninterrupted progress of work, such that the entire work shall be completed within the time specified in the work order. The proportion of the work completed up to any time in relation to the entire work to be done under the contract shall not be less than the proportion that the lapse bears to the total time of completion provided in the work order. In the event of the contractor failing to comply with this condition, he shall be liable to pay as penalty / compensation, an amount as calculated (in accordance with clause No. 17.3 of Special conditions of contract) in the said cost of the work as per and progress chart for every week provided always that the entire amount of penalty / compensation to be imposed shall not exceed maximum limits stipulated in clause No. 17.3. The work to be completed floor wise.

24. MATERIAL ADVANCE PAYMENTS

Material advance payments to the extent of 75% of the cost of materials (other than perishable items) which in the opinion of the EIC, are reasonably required for incorporation in the work and which are actually brought to the site, will be considered for payment subject to the following conditions:

- i) No material advance will be paid on such materials which will not go into the work such as shuttering, centering, scaffolding, plant, tools & equipment etc.
- ii) No material advance will be paid against shelf-life items.
- iii) For the purpose of evaluating the cost of the materials, the contractor's bills towards the purchase of the materials will be compared with the derived rates of those materials from the item rates under the contract and 75% of the cost as per the bills or such derived rates, whichever is less, will be considered for payment of material advance.
- iv) The contractor shall hypothecate all such materials on stamp paper of requisite value in favour of IDRBT in the format prescribed under this contract.
- v) All such materials shall be insured against theft, loss, damages etc. for a value not less than its original cost and endorsed in favour of IDRBT.
- vi) Payment in respect of material collected at site will be made only upon the EIC giving a certificate stating that:
 - a) The stores have been physically brought to the site with gate entry and have not been incorporated in the work.
 - b) The stores are required for the work.
 - c) The stores have been stored satisfactory and are not likely to deteriorate in stock.
 - d) The quantities of stores tally with the quantities of the contract items.
 - e) They have been valued as stated in clause No, (iii) above.
 - f) That no material advance has been paid earlier against the same materials.
 - g) The materials conform to the specifications and are of tested quality.

Note: - The contractor shall be responsible for the safe custody of the materials and shall not remove them from the site without the prior written approval of the EIC.

25. ROYALTIES:

The Contractor shall be liable to pay all royalties chargeable by Government / Local Bodies for materials required for the work.

26. INSTITUTE'S PLANT:

Institute's plant, materials or labour will not ordinarily be lent or hired to the Contractor. This may be permitted in exceptional cases with the approval of the Institute in writing, at mutually agreed charges.

27. REJECTED MATERIALS:

All rejected materials will promptly be removed from the site by the Contractor to such distance as may be desired by the EIC, failing which the Institute, after giving three days notice in writing, may do so and recover the cost of removal from the Contractor.

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28. SCOPE OF COMPLETION:

Completion includes completion of all works in accordance with plans and specifications, removal of all yard mess/debris, surplus construction material accumulated during construction, leveling and cleaning up the site and generally cleaning the whole building and site of works. On intimation from the Contractor about the completion of work, the works will be inspected by the EIC to ascertain satisfactory completion as per specification and as per scope of contract and a completion certificate will be issued.

29. RECORD AND MEASUREMENTS:

29.1 As measurements form the basis of payment, prompt measurement of work done and simultaneous recording thereof is of paramount importance. **The contractor, at his own cost, shall video graph (minimum 30 mins) and photograph (to produce photos of size 6" x 4") the flats before undertaking any dismantling/demolition.** The following general instructions will be observed in addition to any other requirement that may be prescribed by the conditions of the contract:

- i) A separate set of measurement books will be opened with the approval of the EIC.
- ii) All measurements should be taken jointly by the representative(s) of the EIC and the contractor and will be initialed by both, in token of their correctness.
- iii) All corrections in the measurement books should be attested by the Contractor's representative and the representative of the EIC.

29.2 The measurements recorded will be subject to test-checks at site, to the extent of minimum 10% by the EIC. A certificate to the effect that the Test-checks have been carried out will be recorded by the EIC in the relevant measurement book and also in the final bills. Random checks will be carried out by Asst General Manager at their discretion.

30. EMPLOYMENT AND DISMISSAL OF PERSONNEL:

30.1 The contractor shall employ only Indian Nationals as his representatives, servants and workmen, after verifying their antecedents and loyalty. He shall ensure that personnel of doubtful antecedents and any other nationality are not in any way associated with the works.

30.2 The Contractor shall, on the request of the EIC, immediately dismiss from the work / site any person employed there who may, in the opinion of the EIC, be unsuitable or incompetent and such person shall not further be employed or allowed on the work without the permission of the EIC. The contractor shall not be allowed any compensation on this account.

31. SECURITY AND PROTECTION:

- (i) The Contractor shall, at his cost, provide all necessary temporary enclosures, gates, entrances etc., for the protection of the work and materials and alter and adapt the same as may be required. On completion of the works the Contractor shall remove the above and make good all works / site disturbed.
- (ii) During inclement weather, the Contractor shall suspend concreting or plastering for such time as the EIC may direct and shall protect work in progress / in course of execution from damage by measures approved by EIC.
- (iii) Should the work be suspended by reason of rain, strike, lockouts or any other cause, the Contractor shall, at his cost, take all precautions necessary for the protection of the work and shall make good any damage arising from any of these causes.
- (iv) The Contractor shall at his expense cover up and protect from any cause, all new work and supply all temporary doors, protection to windows, and any other requisite protection for the whole work executed, whether by himself or special tradesmen or sub-contractors, and any damage caused must be made good by the Contractor at his own expense.

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- (v) All fences, trees, shrubs, grass, lawn and other surfaces around the buildings or approaches thereto, which are required to be maintained are to be kept free from damage during operations in connection with the work, at Contractor's expense.
- (vi) The Contractor shall, at his expense, protect all projecting sills, jambs, copings, stone or concrete treads and moulding and all concrete steps wood work and joinery and the like from damage during the progress of the work by rough timber casings securely fixed. The Contractor shall at his cost, protect joinery and make good all damage to same from any cause whatsoever during the performance of the contract and leave perfect to the satisfaction of the EIC at completion. Before giving up possession, the Contractor must see that all doors, windows and ventilators etc., work easily and shall make all necessary adjustments.

32. SIGN BOARDS AND HOARDINGS

The Contractor shall not affix or place any placards or advertisement of any description or permit the same to be affixed or placed in or upon any hoarding, gantry, building or structure unless approved by the EIC in writing.

33. SCIENTIFIC AND MEASURING INSTRUMENTS

Theodolite, levels, prismatic compass / chain, steel and metallic tapes and all other surveying / measuring instruments found necessary for the works shall be provided by the Contractor at his expense for the due performance of this contract as instructed by the EIC. All installation tools / measuring instruments mentioned in the test procedures shall also be provided by the contractor at his expense for the due performance of the works mentioned in the contract

34. QUALITY TESTING LAB

The contractor shall get those materials, which ever are indicated to be so tested by the EIC, tested in an accredited quality laboratory. This shall be in conjunction to the approved quality plan.

35. OVER LOADING

Floors of buildings under construction shall not be loaded by stacks of materials without the prior approval of EIC. It is important that no load comes on the reinforced concrete floors until they are at least three weeks old and at no time must the load placed upon them exceed the load for which they are designed.

36. MEASUREMENTS OF ALL CONCEALED ITEMS TO BE RECORDED PRIOR TO COVERING UP

Measurements of all concealed items of work including extra items if any such as work in foundations including excavations, plinth filling, masonry, concrete etc., steel in all RCC works, pipe to be encased etc., shall be got recorded from the authorized representative of the EIC by the Contractor before they are covered up. As soon as the work is ready for measurements, the Contractor will give specific notice to the EIC on site for recording the measurements. If the EIC fails to record the measurements, the Contractor will refer the matter to the accepting authority for instructions, but in no case shall he cover up the work without written permission from EIC / accepting authority, as applicable.

37. INSURANCE, INDEMNITY ETC.

37.1 Without limiting his obligations and responsibilities, the Contractor shall insure in the joint names of the IDRBT and Contractor against all loss or damage from whatever cause (Comprehensive/Contractors all risk Insurance) arising, other than the expected / special risks, for which the Contractor will be responsible under the terms of the Contract and in such manner that IDRBT and the Contractor are covered till the completion of the work and extended period, if applicable, for any loss or damage occasioned in the course of any operation carried out during the currency of the contract, and for extended period if any. Insurance of workmen to be done by the Contractor employed for all the works including third party insurance.

37.2 For the purpose of complying with this Contract, the following shall apply:

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- i) The Constructional Plant, Equipment & Machinery brought on to the site by the Contractor shall be insured to the replacement value of such constructional Plant, Equipment & Machinery.
 - ii) Such insurance shall be effected with an insurer and in terms approved by IDRBT. The Contractor shall whenever required produce to IDRBT / EIC or any other authorized person, the Policy or policies of insurance and the receipts for payment of the current premiums.
- 37.3** The Contractor shall, except if and so far as the Contract provides otherwise, indemnify IDRBT against all losses and claims in respect of injuries or damage to any person, animals or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution of the Works and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, except any compensation or damages for or with respect to:-
- i) The permanent use or occupation of land or the Works or any part thereof by IDRBT.
 - ii) The right of IDRBT to execute the Works or any part thereof on, over, under or through any land.
- 37.4** Indemnity bond as per Institute's format shall be submitted on a non-judicial stamp paper of requisite value.
- 37.5** The terms shall include a provision whereby, in the event of any claim (in respect of which the Contractor would be entitled to receive and be indemnified under the policy) being brought or made against IDRBT, the insurer will indemnify IDRBT against such claims and any cost, charges and expenses in respect thereof.
- 37.6** IDRBT shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor, or any sub-contractor. The Contractor shall indemnify and keep indemnified IDRBT against all such damages and compensation and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 38.** If the Contractor shall fail to effect and keep in force the insurances referred to in this clause above, or any other insurance which he may be required to effect under the terms of the Contract, then and in any such case, IDRBT may effect and keep in force any such insurance policy and pay such premiums as may be necessary for that purpose and from time to time deduct the amount so paid and any other expenses incurred by IDRBT as aforesaid from any monies due or which may become due to the Contractor, or recover the same as a debt due from the Contractor. The Contractor shall however, be fully responsible for any consequence arising out of his failure to effect and keep in force the insurances irrespective of whether IDRBT effects the insurance as above or not.
- 39. ATTENTION**
- i) The Contractor is advised to visit the site prior to tender, as no claims will be allowed on the ground of ignorance of the conditions under which work shall be executed.
 - ii) Time is the essence of the contract and the Contractor shall complete the whole of the work in the time stated in the work order
 - iii) The Contractor is to provide at all times during the progress of work and the maintenance period, proper means of access, with ladders, gangways etc., and the necessary attendants to move and adopt as directed for inspection by IDRBT authorities or their representatives. No separate compensation **will be allowed and** the cost towards these is to be included in the contract.
 - iv) The Contractor is to keep all his representatives / staff / servants / workmen / sub-contractors if any, under his control and within the boundaries of the site. He will be held responsible for the care of the works generally until their completion including all works executed and materials deposited on the sites by himself or suppliers, together with all risks arising from weather, carelessness of apprentices / staff, damage or loss by thefts or by any other cause.

General Conditions from Para 1 to Para 39 duly read and accepted.

Place:
Date:

Signature of the Contractor(s) with Seal

Signature of the Tenderer

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SPECIAL CONDITIONS OF CONTRACT

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INSTITUTE FOR DEVELOPMENT AND RESEARCH IN BANKING TECHNOLOGY
MASAB TANK, HYDERABAD

SPECIAL CONDITIONS OF THE CONTRACT

1 SITE VISIT

The Contractor(s) shall visit the site to acquaint himself / themselves with the site conditions and study the drawings and specifications in detail prior to tendering and no claims will be entertained on the ground of ignorance or otherwise of the conditions under which the work shall have to be executed.

2 SITE SUPERVISION & WORKMANSHIP

2.1 The Contractor shall either himself supervise the execution of the contract or shall appoint suitably competent, experienced and technically qualified persons on his own for supervision of the work.

2.2 The contractor shall employ suitable skilled workers for executing the work so assigned by this contract.

2.3 The contractor shall employ only licensed persons to carry out and execute any specialized work like work pertaining to electricity

2.4 In case of non-deployment of technical staff as above, IDRBT reserves the right to take all necessary action as deemed fit to keep the contracted work on schedule at the risk and cost of contractor.

2.5 Within 10 days on issue of work order, the Contractor shall furnish to the EIC, the details of technical staff to be employed by him at the site. The employment of the Engineers is subject to approval by EIC / Accepting authority who may verify their qualifications and experience by referring to original degree / diploma / testimonials etc., which shall be made available by the contractor / individual employee.

3 PROVISION OF EMBEDDING ELECTRIC CONDUIT ETC.

Provision shall be made during the progress of work for embedding electric conduit etc., wherever necessary as directed by EIC. Opening shall be left for service lines, ventilations / ducts, machine foundations as required and as per instructions of the Engineer-in-Charge.

4 DAMAGE TO SERVICE LINE ETC. OF THE INSTITUTE:

Care shall be taken in execution of work so as not to damage service line etc., coming in the way of construction. If any damage is caused to the line, the cost of replacing or repairs shall be borne by the Contractor.

5 EQUIPMENT TO BE BROUGHT BY THE CONTRACTOR:

Contractor shall provide himself with requisite number of welding sets, mixers, vibrators, hoisting equipment transport vehicles etc., required for the complete and satisfactory execution of work. The Contractor shall furnish list of specific equipment to be mobilized by him, within 10 days of issue of work order.

6 MATERIALS SUPPLIED BY THE CONTRACTOR

6.1 The Contractor shall furnish / produce original purchase vouchers/invoices and test certificate, where applicable, of all the materials for which the EIC desires so.

6.2 Portland Cement

6.2.1 Cement required for the work shall be the Contractors own supply. The cement used shall be of approved brand conforming in all respects with the latest Indian Standard Specification for Ordinary Portland Cement IS. No. 8112 including latest amendments and shall be ISI marked.

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- 6.2.2** Prior to commencing the work the Contractor shall inform the EIC the brand of cement and the manufacturer's name he proposes to use and if required, shall produce certificates from the firm from whom he obtains the cement.
- 6.2.3** All rejected cement not conforming to IS-8112 shall be removed by the Contractor from the spot expeditiously at his risk and cost.
- 6.2.4** The cement shall be stored in bags at the site on a wooden floor or a platform not less than 1 ft above the ground level stacked in rows of 10 bags high 2 ft clear from the walls in a covered shed affording adequate protection against the weather and moisture from any source.

6.3 Structural Steel / TMT Steel

- 6.3.1** Mild Steel / TMT Steel bars and structural steel required for the work shall be Contractors own supply. The mild steel / tor steel for reinforcement, structural work etc. shall be of approved Indian Manufacture (SAIL, TATA or VIZAG (RINL) steel only) conforming in all respects, with the appropriate Indian Standard Specification.
- 6.3.2** All rejected steel not conforming to the appropriate IS shall be removed by the Contractor from the work spot immediately at his risk and cost..

7 FABRICATION OF STRUCTURAL WORK:

The Contractor shall agree to fabricate all structural work with readily available sections, not necessarily those indicated in the drawings. The tender rate for steel work shall be deemed to include all fabrication work. The work "Fabrication" does not however include any manufacturer's job such as conversion of two angles to one channel (i.e. conversion of one type of section to another).

8 OTHER MATERIALS

All materials required for the work shall be supplied by the contractor. These shall conform to technical specifications. For bought-out items, Cash voucher / invoice with gate entry shall be submitted to the EIC for verification. For materials like bitumen, paints, thinner, water proofing treatment material etc., records of consumption should be maintained by the contractor and furnished to the EIC for checking against the theoretical consumption.

9 SUPPLY OF ELECTRICITY AND WATER

9.1. Electricity

Electricity required for the work shall be provisioned by the contractor from the local electric authorities of the State govt. or other sources at his cost. The contractor shall arrange / use the supply after taking all statutory clearances from the local electricity authorities of the State Govt, meeting all necessary safety precautions. However in case electricity is tapped from IDRBT source, the levy of energy consumption charges at commercial rates will be recovered from the bill of the contractor as per actual consumption and at admissible rate. A temporary energy meter will be installed by the contractor at his cost, after getting it tested by the appropriate authority, to measure the quantity of energy consumed by the contractor for the execution of the work.

9.2. Water:

Water will be provisioned by the Contractor under his own arrangements from the local municipal / state authorities. The contractor shall make his own arrangements to tap and store water from the point indicated by the local municipal / state authorities.

10 RECOVERY OF SALES TAX AT SOURCE

- 10.1** Payment of Sales Tax and Sales Tax / VAT on works contract is the entire responsibility of the Contractor.

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- 10.2 Rates quoted shall be inclusive of all applicable taxes including Sales Tax / VAT on works contract. Sales Tax on works contract as per AP General Sales Tax Act and any amendments thereof shall also be included in the rate quoted by the tenderer.
- 11 The contractors shall agree to execute the work progressively in co-ordination with and as directed by the EIC.
- 12 The specification in CPWD SSR 2007 Part I and II referred to as SSR shall apply to the contract to the extent applicable. CPWD cement co-efficient schedule also forms part of the contract.
- 13 **DEVIATIONS AND AMENDMENTS**
- 13.1 Tenderer shall execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and as detailed in Schedule 'A' and also carry out such deviation as may be ordered. Deviation orders within 20 percent of contract sum are binding on the Contractors. Ordering of deviation is also subject to the following conditions:
- The net sum of all deviations is less than the deviation limit mentioned above.
 - The arithmetical sum of all deviations both in respect (+) and (-) deviations should not exceed twice the deviation limit.
 - Deviations **ordered** by EIC in respect of any individual trade item included in the contract shall not exceed 25% of the value of that trade item in the contract as a whole or half the deviation limit for the contract, whichever is less.
 - The value of additions of items of any individual trade item not already in the contract shall not exceed 20% of the deviation limit.
 - Ordering of work on a Contractor/s beyond the deviation will be through an amendment to the contract agreement.
- 13.2 **PRICING OF DEVIATION**
- The following order of precedence for pricing deviations is binding on the Contractors.
- Deviations will be priced at Schedule 'A' rates where the item is already included in Schedule 'A'
 - In respect of items not included in Schedule 'A' but where similar items are found in Schedule 'A' at rates directly derived from Schedule 'A' items where such a direct derivation is possible.
 - Where the rate cannot directly be derived from the Schedule 'A', the same will be worked out with reference to Schedule 'A' and Standard schedule of rates with the percentage of application over and above the same as approved.
 - Where the above alternatives are not possible, the rate will be taken derived from the standard schedule of rates of CPWD SSR 2007 with amendments as approved for the appropriate station and increased or decreased by Contractors tender percentage
 - Where it is not possible to derive the rate from the standard schedule of rates, the same will be based on the actual cost to the Contractor plus a profit of 10%. In this case the Contractor has to produce satisfactory evidence / vouchers as proof of expenditure.
14. **RIGHT TO ACCEPT THE CONTRACT:**
- The Institute reserves the right to accept or reject the lowest or any other tender at its own discretion without assigning any reason whatsoever
- 15 **TIME DELAY AND EXTENSION**
- 15.1 Time is the essence of contract and the work completion period is specified in the tender documents or in each individual work order. Within 15 days, possible after the work order is placed and before work under it is begun, the Contractor

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shall submit a time and progress chart. The chart shall be prepared in direct relation to the time stated in the contract documents or the work order for completion of the individual items thereof and of the contract or work order as a whole. It shall indicate the forecast of the dates for commencement and completion of various trade processes or sections of the work and shall be amended as may be required by agreement between the EIC and the Contractor within the limitations of the time imposed in the contract documents or work order. In the event of the Contractor failing to comply with the condition an amount equal to sum calculated in accordance with Clause 17.3 shall be with held for that period and paid back if the Contractor makes up the lost time by the next period provided always that the entire amount of penalty to be imposed shall not exceed maximum limits as stipulated in Clause 17.3.

15.2 DELAY IN WORKS

15.2.1 If the works are delayed by any of the reasons given below, the Accepting Officer may grant fair and reasonable extension in the completion dates of the work or individual items of work for which the separate period of completion is mentioned in the contract documents or work order as applicable.

- i) Force Majeure
- ii) Reasons of abnormally bad weather.
- iii) Reasons of civil commotion, local commotion of workmen, strike, lockout affecting any of the tradesmen employed on the work.
- iv) Reasons of delay in the part of nominated suppliers which the Contractor has, in the opinion of EIC, taken all practical steps to avoid or reduce.
- v) Reason of delay on the part of the Contractor or tradesmen engaged by IDRBT in executing works not forming part of contract.
- vi) Any other cause, which in the absolute discretion of Accepting Officer is beyond the control of the contractor.

15.2.2 Upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to EIC but shall nevertheless constantly endeavor to prevent or make good the delay and shall do all that may reasonably be required to the satisfaction of the EIC to proceed with the work. Extension of time if granted for the above reasons shall be communicated to the Contractor by the EIC in writing and shall be final and binding on the contractor.

15.2.3. No claim in respect of compensation or otherwise, arising as a result of extension granted shall be admitted.

15.3 COMPENSATION FOR DELAY IN EXECUTION OF WORK

15.3.1 In case of failure on the part of Contractor to complete the work and clear the site on or before the time stipulated in the contract or the extended date / period of completion, the Contractor shall, without prejudice to any other right or remedy of the Institute on account of such breach, pay penalty as compensation calculated and stipulated below:

<u>Completion period as originally stipulated in the contract</u>	<u>Compensation</u>	<u>Maximum</u>
a) Below Six Months	1% per week or part thereof on contract sum/on actual sum, whichever is less.	10%
b) From 6 months to 2 years	1/2% per week or part thereof on contract sum/on actual sum, whichever is less.	7 ½ %
c) Exceeding 2 years	¼% per week or part thereof on contract sum/on actual sum, whichever is less.	5%

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15.3.2 The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other contract by IDRBT

16 SUSPENSION / CANCELLATION OF WORK

16.1 The Contractor shall suspend execution of the works or any part or parts thereof whenever called upon in writing by the Accepting Officer to do so and shall not resume work thereon until so directed in writing by the Accepting Officer. The Contractor will be allowed an extension of time by the accepting officer (not less than period of suspension) for completion of the items or group of items of work for which a separate period of completion is given in the contract and of which the suspended work forms part of but no other claims in this respect for compensation or otherwise, however, shall be admitted.

16.2 **Cancellation of Contract for contractor's default**

16.2.1 If the Contractor:

- i) Defaults in commencing the work as per time and progress chart and continues in the state in spite of notice from EIC
- ii) In the opinion of the EIC, at any time, whether before or after the date or extended date for completion, makes a default in proceeding with the work with due diligence and continues in that state given after a notice is given by EIC
- iii) Fails to comply with any of the terms and conditions of the contract before or after reasonable notice in writing orders properly issued thereunder, or
- iv) Fails to complete the work, as per work order and items of work with individual dates for completion, and clear the site on or before the date of completion or fails to achieve the progress as set out under clause 23 of General Condition of the contract.

The Accepting Officer may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to IDRBT, cancel the Contract as a whole or in part thereof or only such work order or items of work in default from the contract. Whenever the Accepting Officer exercises his authority to cancel the contract as a whole or in part under this condition, he may get completed the work at the Contractors risk and cost, provided always that in the event of the cost of completion (as certified by EIC which is final and conclusive) being less than contract cost, the advantage shall accrue to IDRBT. If the cost of completion exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by EIC or the same shall be recovered from the Contractor by other means.

16.2.2 In case IDRBT completes the work or any part thereof under provisions of the above condition, the cost of such completion to be taken into account on determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of materials purchased / and / or labour provided by IDRBT, overheads and any other costs as may be decided by the EIC whose decision shall be final and conclusive

16.3 **Cancellation of contract for insolvency, assignment or transfer or Subletting of contract.**

16.3.1 The Accepting Officer without prejudice to any other rights or remedies, which shall have accrued or shall accrue thereafter to IDRBT, shall cancel the contract in any of the following cases:

16.3.2 **IF THE CONTRACTOR:**

- i) Being an individual, or if a firm any partner thereof shall at any time be adjudged bankrupt or have a Receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation of compensation under any bankruptcy Act for the time being in force or made any conveyance or assignment of his efforts of composition or arrangement for the benefit of his creditors or purpose to do so, or if any application be made under any Bankruptcy Act for the

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- time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors or
- ii) Being a Institute shall pass a resolution or the court shall make an order for the liquidation of its affairs of a receiver or a manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court or the debenture holders to appoint a receiver or Manager or
 - iii) Assigns, transfers, subjects or attempts to assign, transfer or sublet any portion of the work without the prior written approval of the accepting officer.

16.3.3 Whenever the accepting officer exercises his authority to cancel the contract under the above condition he may complete the work by any means at the contractor's risk and cost provided always that in the event of cost of completion (as certified by the EIC which is final and conclusive) being less than the contract cost, the advantage shall accrue to IDRBT and if the cost of completion exceeds the money due to the contractor, the contractor shall either pay the excess amount ordered by the Manager or the same shall be recovered from the contractor by other means.

16.3.4 In case the IDRBT completes the work under the provisions of this conditions, the cost of such completion to be taken into account in determining the excess cost to be charged to the contractor under this condition shall consist of the cost of materials purchased and or labour provided by the IDRBT, overheads and any other costs as may be decided by the EIC whose decision shall be final and conclusive.

16.4 Foreclosure of Contract for administrative reasons:

IDRBT reserves the right to terminate the contract at any time after acceptance of the tender. If IDRBT decides to abandon or reduce the scope of work for any reason whatsoever and hence does not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractors. The compensation, if any payable for such foreclosure of work will be discussed mutually between IDRBT and Contractor and settled after taking into consideration the loss suffered by the Contractor on account of the foreclosure of the contract. The Contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantages, which he might have derived, consequent on foreclosure of the whole or part of the works. IDRBT shall have the option to take over the Contactors materials or any part thereof, either brought to the site or to which the Contractor is legally bound to accept the delivery from the suppliers. The amount of compensation payable to the Contractor due to foreclosure will be decided by the Accepting Officer.

17 DISCREPENCIES:

Should there be any discrepancy between the provision in the Bill of Quantities and drawings the Bill of Quantities shall be deemed to take precedence.

18 MODIFICATION OF SPECIFICATION:

Modifications or changes of specification by the contractor in the Bill of Quantities shall not be accepted and such modified specification and rates are liable to be rejected.

19 EARNEST MONEY DEPOSIT:

19.1 The tender shall be accompanied by prescribed Earnest Money Deposit of the amount as stipulated in the Tender Notice / Special Conditions of Contract failing which tender will be rejected. The Earnest Money is liable to be forfeited in case the Accepting Officer feels that the tender is not bonafide or the tenderer modifies or revokes the tender during the period the tenders are kept open. The decision of the Accepting Officer whether a tender is bonafide or not, is final and conclusive, and is binding on the tenderer. The Earnest Money submitted by the unsuccessful tenderer will be refunded without any interest, provided that the tender

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submitted is bonafide, as decided by the Accepting Officer at his absolute discretion. In the case of the successful tenderer, the earnest money will be retained till the end of the defect liability Period and will be refunded without interest as per procedure laid down in the Conditions of Contract. No cash money, cross cheques will be accepted as Earnest Money.

- 19.2** If a tenderer withdraws his offer after submission of his tender, fails to start the work in accordance with the instructions of the EIC or having accepted the contract goes back from his contractual obligations, the Earnest Money Deposited by him will be forfeited without prejudice to any other remedy available to the Institute under the contract.

20 SECURITY DEPOSIT:

A security deposit of 5 % of the contracted value will be retained by IDRBT as Security deposit. This will be recovered by way of deducting 5 % from each running bill amount paid to the successful tenderer. The amount so retained as security deposit will not bear any interest.

- 20.1 Defect Liability Deposit:** On completion of the work, the Security Deposit and the Earnest Money deposited will be retained as Defect liability Deposit. And the complete amount shall be returned without interest on the successful completion of the Defect liability period. 50 % of this amount can be returned to the successful tenderer, in case he so desires, on furnishing a bank guarantee for this 50 % amount for the duration of the Defect liability period. The Defect Liability Period shall be one calendar year from the date of completion of the work. Date of completion shall be the date on which the completion certificate is issued by the EIC.

21. PAYMENT OF RUNNING BILL

- 21.1** The payment of running bills will be made at the interval not less than 30 days. On submission of RAR, 75% of net value of work done will be paid on certification of EIC along with recommendation of Asst General Manager (Estate) after technical scrutiny, to be released within four working days and balance 25% payment will be affected after detailed scrutiny **within 15 days**. Contractors shall be allowed to submit running account bills of work done and materials collected at site for the execution of the contract to the extent shown below. All payment to be made to the contractor under this contract shall be made through EFT. The RA bills to be certified by the External Consultant appointed by IDRBT.

21.2 Running Account remittance (RAR)

- 21.2.1** Payment of RAR up to 100% of value of work completed shall be made on the certification by EIC that the contractor is entitled to such payments taking into consideration, the value of work executed after deducting therefrom the amounts already paid including material advance and cost including overheads of materials supplied by IDRBT, if any.

- 21.2.2** Payment in respect of work done will be based on a certificate from EIC as to the value of work done. The certificate should be supported by a bill from the contractor indicating the quantities of work done.

- 21.2.3** Material Advance payment shall be fully adjusted while admitting the next RAR payment and fresh advance against materials remaining at site shall be considered against new certificate given by the EIC. The amount admissible shall be paid within three weeks after presentation of the bill, after such verification as is considered necessary, is being made in the meantime.

- 21.2.4** While making running account remittance the following deduction will be made.

- i) All previous running accounts payments.
- ii) Cost of stores issued by IDRBT, if any.
- iii) Charges for water, electricity, labour etc., supplied by IDRBT.
- iv) All statutory taxes/levies deductible at source such as income tax, works contract tax, etc.
- v) Material Advance

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vi) Any other dues recoverable by IDRBT from the contractor under present or any other contract.

21.2.5 In respect of items ordered as deviations, where additional quantities ordered are within the deviation limits, EIC with the approval of accepting officer, will allow 75% of value of items ordered for payment along with RAR. Balance 25% will be released on approval of final deviation order with financial concurrence.

21.3 In case the cash vouchers are not produced by the Contractor, Laboratory Test from Government Laboratory will be carried out by the Institute for all high value materials of the contract as decided by the EIC to ensure the quality as per the contract specification / standards specified before accepting payment claim.

21.4 **RAR payment will be made at intervals not less than one month. The value of each RAR shall not be less than Rs 5.00 Lakhs.**

21.5 TDS at the rate as prescribed by the Govt will be deducted from each & every bill paid the contractor. A certificate, giving the relevant particulars, to this effect will be issued to the contractor at the end of the financial year.

22 **PRE-FINAL BILL**

22.1 When the Contractor is not in a position to prepare and submit the final bill and submission of final bill is delayed beyond one month after completion of the work, the Contractor may be permitted to submit a pre-final bill subject to the following conditions:

- i) Extension of time duly approved
- ii) All the items in the DO are approved by the Approving Authority
- iii) All the items work done including the Non-tendered items are reflected in the bill and the Contractor signs the bill without any protest / reservation.

22.2 The final bill shall be submitted within one month from the date of receipt of payment against pre-final bill, the amount so paid will be recovered from the final bill or from any other amount payable to the Contractor.

22.3 For all purposes, the pre-final bill will be treated as running account bill except that the bill will be submitted by the Contractor within a month after completion of the work.

23 **FINAL BILL**

23.1 On completion of the work and recording of all measurements, a final bill will be presented by the Contractor on the Proforma prescribed, within one month. To enable the contractor to do so, the Engineer-in-Charge will furnish to him necessary statements showing all recoveries to be made from the contractor.

23.2 Where the Contractor is not in position to prepare the final bill, the EIC may, with the prior written permission of Accepting officer, render assistance in the preparation of the final bill.

23.3 Before submission of the final bill, the Contractor should sign a "No Claim Certificate", indicating that he has no claim against the Institute under the contract in question except as included in the final bill. On receipt of the final bill duly signed by the Contractor, the same shall be scrutinized by the EIC to see that the claim is in order. He will attach to the final bill, a statement showing the stores issued for incorporation in the work, the stores actually incorporated by the Contractor in the work, the theoretical quantity of stores required for the work in question and whether there has been any over issue / under issue of stores to the Contractor. He will also indicate whether as a result, the work should be deemed to have been completed according to specification or below specifications and will also recommend what recoveries should be made in case the work is below specification.

Note: The time limits for payments specified above represent the ideal conditions and hence any delay shall not entitle the Contractor for any claim whatsoever.

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24 **MAINTENANCE PERIOD (DEFECT LIABILITY PERIOD):**

24.1 The normal period of maintenance for all works (other than maintenance works) will be one year from actual completion of work and for special items of work such as water proofing, Anti-termite treatment etc, as mentioned in the written undertaking as per format enclosed. During this period the Contractor will be responsible to rectify all defects noticed and attributable to defective workmanship in respect of the work executed by him. As soon as any defect comes to the notice of the EIC, he shall request the Contractor in writing to rectify the defects noticed. In case the Contractor fails to rectify the defect noticed, the same will be got done at the Contract's risk and cost through any other agency or the amount to which the Institute may spend or be liable, will be deducted for the defective works from any sum or sums due to or become/s due to the Contractor under this or any other contract works executed by him, or from Defect Liability Deposit. The defect liability deposits will be refunded to the Contractor after the expiry of maintenance period of one year or guarantee period for special works as the case may be. The maintenance guarantee for special works will be made on a non-judicial Stamp Paper of requisite value.

24.2 On completion of work, the Security Deposit (5 % of the contracted value) and the Earnest Money Deposit together will form the Defect Liability Deposit. This amount will be refunded to the contractor on expiry of the defect liability period or on payment of the final bill, whichever is later, on demand from the Contractor, provided the EIC is satisfied that the work is complete and there are no dues outstanding against the contractor. No part of defect liability deposit will be withheld for routine maintenance works thereafter.

25 **PROVIDENT FUND BENEFITS**

Provision of Provident Fund Benefits to employees by or through Contractors under Employees Provident Fund Amendment 1963 (Act No. 28 of 1963) is an express condition that the Contractor will comply with the provision of the Employees Provident Fund Act 1952 as amended from time to time, and the scheme framed there under in respect of every person employed by him or in connection with the work of the Institute.

26 **RECOVERY FOR ANY OVER-PAYMENT MADE**

26.1 Should there be any over-payments made inadvertently to the Contractor in this contract or in any other contract, the IDRBT shall recover such amount from the Contractor, either by deducting the amount from any sums that may be due or may become due to the Contractor from the IDRBT on any account whatsoever [from this or any other contract] or from the security deposit / Earnest Money Deposit made by the Contractor.

26.2 **Technical Examination and Over Payment / under Payments**

26.2.1 The IDRBT reserves the right to carry out post-payment audit and technical examination of the Running / Final bill including all supporting vouchers, abstracts etc. The IDRBT further reserves the right to enforce recovery of any over-payment when detected, notwithstanding the fact that the amount of the running / final bill may be included by one of the parties as an item of dispute before an arbitrator appointed and notwithstanding the fact that the amount of the running / final bill figures in the arbitration award.

26.2.2 If, as a result of audit and technical examination, any over payment is discovered in respect of any work done by the contractor or alleged to have been done by him under the contract, it shall be recovered by the IDRBT from the contractor. If any under-payment is discovered the amount shall be duly paid to the contractor by the IDRBT.

26.2.3 Provided that the aforesaid right of the Institute to adjust over-payment against amount due to the contractor under any other contract with the IDRBT shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date of amount payable by the contractor under the MINUS bill is communicated to the contractor.

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27 **DISMANTLED MATERIALS**

Material obtained from demolition / dismantling work shall remain with the Contractor at his own risk till such time the Contractor removes them from the IDRBT premises. Should the Contractor fail to remove such dismantled materials from the IDRBT premises within 7 days from the date of demolition & dismantling, the Engineer-in-Charge will be entitled to remove them at the risk and cost of the Contractor after giving the Contractor one week notice. **Photographing and video clips may be taken before dismantling/demolishing on the contractors own cost, if the Institute so desires.**

28 **ARBITRATION**

28.1 All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance thereof of this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or branch of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

28.2 For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty days of receipt of the notice, to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

28.3 The contractor shall on receipt of the names as aforesaid, select any one of the persons name to be appointed as a sole Arbitrator and communicate his name to the Employer within thirty days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the Competent Authority shall make the selection and appoint the selected person as the Sole Arbitrator.

28.4 If the Employer fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt of the named as aforesaid select any one of the persons names and appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and communicate his name to the Employer.

28.5 If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.

28.6 The work under the Contract shall, however, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings.

28.7 The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing.

28.8 The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

28.9 The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

28.10 The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award including the fees, if any, of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle and amount of costs to be so paid.

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- 28.11 The award of the Arbitrator shall be final and binding on both the parties.
- 28.12 Subject to aforesaid the provisions of the Arbitration Act 1992 or any statutory modification or re-enactment thereof and the rules made thereunder, and for the time being in force, shall apply to the arbitration proceeding under this clause.
- 28.13 The Employer and the contractor hereby also agree that arbitration under clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

29. **WORKMEN'S COMPENSATION ACT AND OTHER LABOUR ACTS:**

The Contractor shall employ labour, in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree required by the specifications and to the satisfaction of the EIC. The Contractor shall remain liable for the payment of all Wages as per minimum wages Act 1963, Employer liability Act 1933, workmen's compensation Act. 1923, ESI Act or any other Act or enactment relating thereto and rules framed there under from time to time. The Contractor shall engage labour only on and during working days unless he obtains the prior written approval of the EIC to do otherwise. If such approval is given, no liability in respect of any excess cost arising there from shall be incurred by the Institute.

30. **FAIR WAGES:**

- 30.1 The Contractor shall pay wages not less than fair wages to labourers / workmen engaged by him on the work. Fair wage means wage for the various categories of labour / workmen fixed from time to time by the Labour Authorities of the area. The Contractor shall ascertain the minimum fair wage prevailing in the area before submitting tender. The Contractor should also abide by all regulations of labour in regard to the payment of wages, wage period, deduction from wages, recovery of wages not paid & deductions unauthorisedly made, maintenance of wage book, wage slip, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.
- 30.2 The Contractor shall abide by all the provision of the Contract Labour (Regulation and Abolition) Act 1970 and the contract labour Act (R & A) central Rules 1971 as amended from time to time, framed thereunder, which the Contractors are expected to have gone through before quoting for the tender, which interalia contain the following:
- i. Safeguard the welfare and health of labourers
 - ii. Ensuring timely payment of wages to the labourers by the Contractors
 - iii. Providing Rest Rooms, Canteen Facility and First Aid Facility
 - iv. Obtaining Registration Certificate and Licence issued by the competent authority and continue to have a valid license until the completion of the work including defect liability period.
- 30.3 The Contractor shall comply with all the requirements of the Labour Law, Minimum Wages Act, wherever it is applicable, Contract Labour (regulation and abolition act) , work man compensation act, provident Fund Act and the Rules made there under, Employee States Insurance Act and other Acts as are applicable from time to time and shall keep IDRBT fully indemnified and harmless against any action or proceedings, costs of claims, loss or any liability arising against IDRBT at the instance of the workmen employed by the Contractor, or of authorities under the respective Acts and against breach of any of the provision of the above said Acts. **The tenderer shall submit indemnity bound on non judicial stamp paper of Rs 50/- (Rs Fifty only) duly notarized Indemnifying IDRBT against effect of non observance of any such Laws.** The Contractor shall also comply with the requirements of act regarding the employment of the Child Labour. The contractor shall also abide by the provisions of the child labour (Prohibition and Regulation) Act.1986 as amended from time to time. No Labour below the age of 14 years shall be employed on the work.

31. **ESI PAYMENT:**

- 31.1 The Contractor shall maintain a register showing the names, addresses and other particulars of the insured persons as required under the act / rules of the insured persons and also obtain ESI / Medical Identity Cards

Signature of the Tenderer

and distribute them to the labourers employed by him. Under the ESI Act 1948, as amended from time to time, the Contractor shall have to recover employees' weekly contributions from their wages and also the Contractor as an employer shall contribute his weekly contribution as applicable under the act remit the same latest by 7th of the following month to the Regional Director ESI.

- 31.2** The rates of contributions as notified under ESI Act are subject to revision by the Government any time and the Contractor shall take the responsibility to bear all expenses and IDRBT shall not entertain any claim towards the reimbursement.

32. BUILDING AND OTHER CONSTRUCTION WORKERS WELFARE CESS:

The Contractor shall be liable to pay Cess levied under the Building and Other Construction Workers Welfare Cess Act, 1996, at such rates as may be notified by the Govt. from time to time to the respective agency.

33. CANCELLATION OF CONTRACT FOR CORRUPT ACTS

The accepting officer, whose decision shall be final and conclusive, shall without prejudice to any other Right or remedy which shall have accrued or shall accrue thereafter to IDRBT cancel the contract in any of the following cases and the contractor shall be liable to make payment to IDRBT for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default.

IF THE CONTRACTOR SHALL

- i) Offer or agree to give any person in IDRBT services any gift or consideration of any kind as an inducement or regard for doing or for bearing to do or for having done or prone to do any act in relation to the obtaining or execution of this and any other contract for IDRBT services or.
- ii) Enter into a contract with IDRBT in connection with which commission has been paid by him or with this knowledge, unless the particulars of any such commission and the terms of payment there of have previously been disclosed in writing to the Accepting Officer or.
- iii) Obtain a contract with IDRBT as a result of ring tendering or any by non-bonafide methods of competitive tendering without first disclosing fact in writing to the Accepting Officer.
- iv) Misrepresent any fact while tendering for any work or create conditions favourable for acceptance of his tender.

34. SUITS:

This contract shall be subject to the jurisdiction of the Hyderabad Courts for all legal purposes.

- 35. The renovation of wash rooms to be carried out in four floors. The firm has to take up renovation work, one floor on one side only at a time. After completion of renovation work in one floor one side in all respects, then only the other floor another side is to be taken up for renovation, without disturbing the functioning of the office in the particular floor. However the work can be taken simultaneously in Admin & EFC Building in particular floor (one side).**

Special Conditions as from Para 1 to Para 35 duly read and accepted.

Signature of the Tenderer

For Issuing Officer

Signature of Contractors

Date:

I / we agree to execute the above contract as per IDRBT requirements within the stipulated time of 4 (Four) Months from the date of commencement specified in the work order.

Dated:

.....
.....
.....

Signature of Contractor/s

Date.

Name:

Address:

Seal

Signature of the Tenderer

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SAFETY CONDITIONS

Signature of the Tenderer

SAFETY CONDITIONS

1. GENERAL:

The Contractor shall take all safety precautions, measures and ensure safety for the works, he has been contracted to execute. He shall follow all relevant safety codes of IDRBT / MES / CPWD and IS codes and safety manuals of manufacturers. The Contractor shall indemnify IDRBT from any consequences arising due to Contractor's failure in respect of safety measures. Some of the more important measures are listed below. The Contractor shall implement any further measures which may be required as per the safety codes of IDRBT / MES / CPWD / IS codes etc. and the measures which the EIC may call for during the execution of the work.

2. SCAFFOLDING:

Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, extra labourer(s) shall be engaged for holding the ladder and suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than ¼ to 1 (1/4 horizontal and 1 vertical).

3. GUARD RAILING IN SCAFFOLDING / STAGING / PLATFORM:

Scaffolding or staging more than 3.25 meters above the ground floor or floor swung or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be so fastened as to prevent it from swaying from the building or structures.

4. WORKING PLATFORM / GANGWAY / STAIRWAY:

Working platform, gangways and stairways shall be so constructed that they do not sag unduly or unequally, and if height of a platform or gangway or stairways is more than 3.25 meters above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced / provided with guard rail as described in para 2 above.

5. ACCESS TO WORKING PLATFORMS AND OTHER WORKING PLACES:

Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 5 meters in length. Width between side rails in a hung ladder shall in no case be less than 30 cm for ladders upto and including 3 meters in length. For longer ladders this width shall be increased at least 6 mm for each additional 30 cm of length. Uniform step spacing shall not exceed 30 cm.

6. HOISTING MACHINES:

6.1 Hoisting Equipment Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following:

- i) They shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good repair and in good working order.
- ii) Every rope used in hoisting or lowering materials or as a means or suspensions shall be of durable quality and adequate strength, and free from patent defects.
- iii) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 shall be in charge of any hoisting machine including any scaffold which is used for lifting, or give signals to operator.
- iv) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working

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load. In case of hoisting machine having a variable safe working load, each safe working load and the condition under which it is applicable shall be clearly displayed on the machine prominently. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of the testing.

- v) Motors gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards. Hoisting appliances shall be provided with such means as will reduce to the minimum, risk of accidental descent of load. Adequate precautions shall be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced.
- vi) When workers are employed on electrical installations which are already energized, insulating mats, working apparel such as gloves, sleeves and boots, as may be necessary for their safety shall be provided. Workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- vii) All cranes, hoisting machines etc. shall be load tested. The Contactor shall submit test certificate from competent authority as specified by the Govt., before use of such equipments.

6.2 Dismantling / Demolition works. Use of Explosives for dismantling / demolition is strictly prohibited and will not be permitted under any circumstances. Before any dismantling/ demolition work is commenced and also during the process of the work, the following shall be ensured:

- i. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- ii. No electric cable or apparatus which is liable to be a source of danger over a cable or Y apparatus used by Contractor shall remain electrically charged.
- iii. All practical steps shall be taken to prevent danger to persons employed, from risk of fire or explosion, or flooding. No floor, roof or other part of a building shall be so overloaded with debris or materials as to render it unsafe.
- iv. **No blasting materials will be brought to the site.**

7. BARRICADES:

- i. The Contractor shall erect and maintain barricades wherever required in connection with his operation to guard or protect.
 - a. Excavation / Hoisting / Lifting areas
 - b. Slab Openings
 - c. Areas adjudged hazardous by Contractor's or Engineers inspection.
 - d. Existing property subject to damage by Contractor's operations.
- ii. The Contractor's employees and those of his sub-contractors [if any] shall become acquainted with barricading practices and shall respect the provision thereof.

8. NET & PROTECTIVE PLATFORM:

The Contractor shall provide and maintain a closely knitted PVC net all-round the building throughout the construction period. He shall also provide all-round from external face about 1.5M+ wide temporary platforms at every 3rd floor covered with welded steel mesh. This shall be maintained and updated throughout the construction period to avoid any accident due to dropping of construction materials / debris. This shall be strictly followed and work shall be permitted only when this requirement is complied to the satisfaction of the EIC. If the above are not fully taken care of the EIC reserves the right to get the same carried out through other agency at the risk and cost of the Contractor.

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9. PREVENTION OF FIRE AND PROTECTION:

- i. All combustible waste materials, wood scaling, soiled rags, etc. should be removed daily and disposed in an environment-friendly manner.
- ii. Fire, welding and flame cutting should not be permitted in combustible areas. Fires and open flame devices should not be left unattended.
- iii. Smoking should be prohibited in all flammable material storages, viz. carpentry, paint shops, garages, service stations, etc. "No Smoking" signs should be posted on all such areas.
- iv. Accumulation of flammable liquids on floor, walks, etc., should be prohibited. All spills of flammable liquids should be cleaned up immediately.
- v. Flammable liquids, lubricants, etc., should be handled and transported in safety containers and drums, which can be kept tightly capped.
- vi. Petrol or other flammable liquids with a flash point below 37 deg. Celsius shall not be used for cleaning purposes.
- vii. Oxygen cylinders should not be stored with combustible materials.
- viii. All electric installations should be properly earthed. Repairs should not be made on electrical circuits until the circuit has been de-energized.
- ix. Fire extinguishers and fire buckets, painted red, should be provided at all fire hazardous locations. Extinguishers should be inspected, serviced and maintained in accordance with manufacturers' instructions. The inspections should be evidenced by the notations on the tag attached to the extinguisher.
- x. Handling of Hazardous materials shall be as per statutory regulations.

10. ELECTRICAL EQUIPMENT:

All temporary and permanent electrical installation, power distribution and supply required for execution of work shall be carried out conforming to existing industrial and domestic safety rules and regulations. Important specific points to be noted are as under:

- i. Meter room and main switches should be freely accessible at all times and fully protected against all types of weather.
- ii. Power distribution system shall be identifiable with display marking on switches. All power distribution shall be carried out with coated, adequately insulated cables of appropriate current / load rating. They shall be securely routed for this purpose. No loose, naked, hanging wires shall be permitted.
- iii. Over load protection devices shall be installed whenever and wherever heavy current / load consuming construction or plant machinery susceptible to hazard is in use and as directed by the EIC.
- iv. Metallic plugs and sockets shall be used in fieldwork. Switchboard shall be in close proximity so as to have quick control over the supply.
- v. Proper and adequate earthing connection to be provided for all installations, plant, machinery and distribution system.
- vi. Hand lamps and inspection lamps shall be adequately insulated and guarded with wire mesh and will have proper plugs for use.
- vii. Security and illuminator light shall be secured firmly with earthing and protected to withstand all weather.

11. PROTECTIVE EQUIPMENT / GEARS:

- 11.1 All necessary personnel protective equipment as considered adequate as per safety norms shall be made available for use of the persons employed on the site by the contractor and maintained in a condition suitable for immediate use and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.
- 11.2 **Workers employed on mixing cement concrete shall be provided with protective footwear, protective goggles and hand gloves.**
- 11.3 Those engaged in handling any material, which is **injurious to eyes, shall be provided with protective goggles.**

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- 11.4 Those engaged in welding works shall be provided with welders' protective eye-shields. The following safety equipment should be provided to workers as required and their use enforced. **Rubber boots; hard toe protective safety boots; hard hats & helmets, safety belts; goggles for stone / concrete cutters, gas welding aprons, respirator shields, manila ropes and slings for life lines, gloves, flash lights, battery lamps, safety nets, boatswains chairs, helmets, life and ring buoys.**
- 11.5 Items of personal wear should be maintained in serviceable condition and should before being reissued to other employees or returned to stores, be cleaned, sterilized, inspected and repaired, if necessary. Loose and frayed clothing, hand rings, loose watch chains, etc., should not be worn around moving machinery or other sources of entanglement.

12. **OTHER SAFETY MEASURES:**

- 12.1 Every receptacle used for raising or lowering stones, bricks, tiles, slates, or other objects should be enclosed, constructed or designed so as to prevent the accidental fall of such objects.
- 12.2 All gears, tools, goods or loose material should be properly loaded into the bucket or receptacle in which they are being raised or lowered. If necessary, they should be properly secured or effective precautions should be taken to prevent their fall. No timber or materials with projecting nails should be used in any work because they can be a source of danger to people.
- 12.3 Adequate precautions shall be taken to prevent danger from electrical equipment. No material on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect public accidents and shall be bound to bear expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Contractor to be paid to compromise any claim by any such person.

13. **FIRST AID AND INDUSTRIAL INJURIES:**

- 13.1 **Contractor shall maintain first aid facilities for his workmen.** First aid appliances including an adequate supply of sterilized dressings and sterilized cotton wool should be maintained in a readily accessible place. Appliances should be kept in good order and they should be placed under the charge of a responsible person, trained in first aid who should be readily available during the working hours.
- 13.2 Contractor shall make adequate arrangements for ambulance service and for treatment of injuries. Names of those providing these services shall be furnished to IDRBT prior to start of construction and their telephone numbers shall be prominently posted in Contractor's field office.
- 13.3 All critical industrial injuries shall be reported promptly to the EIC and a copy of Contractor's report covering each personnel injury requiring the attention of a physician shall be furnished to IDRBT.

14. **MAINTENANCE:**

All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

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15. ENFORCEMENT:

To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the EIC or his representatives and the Inspecting Officers of regulatory bodies.

16. DISPLAYS:

These safety provisions shall be brought to the notice of all concerned by display on notice boards at prominent places at the work spot. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Contractor.

17. WORK PERMITS:

Contractor shall take work permits/Stage clearance from EIC as per requirements before commencement of the work every day. The contractor shall at his own cost and responsibilities follow all the safety rules and regulations and safety codes such as:

18. IS CODES AS APPLICABLE TO THE SAFETY DURING WORK (Latest Revisions)

3696 – 1987	Safety code for scaffolds and ladders.
4014 (part II) – 1986	Safety regulations for steel tubular scaffolding
3764-1966	Safety code for excavation work
4081-1986	Safety code for blasting and related drilling operation.
4130-1976	Safety code for demolition of building.
4138-1977	Safety code for working in compressed air
4912-1978	Safety requirements for floor and wall openings, railing and toe board
7969-1975	Safety code for handling and storage of building materials.
13415-1922	Safety code for protective barriers in and around the building
13416 (part II) – 1922	Recommendations for preventive measures against hazards at workplace fall prevention
5916-1970	Safety code for construction involving use of hot bituminous material.
7293-1974	Safety code for working with construction machinery
8989-1978	Safety code for erection of concrete framed structure.
7205-1973	Safety code for Erection of Structural steel works.

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VIII

LIST OF APPROVED MAKES / BRANDS

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LIST OF APPROVED MAKE OR BRANDS

CIVIL ITEMS, WATER SUPPLY & SANITARY

NOTE The Contractor shall quote for the best of the materials as specified below with ISI mark wherever applicable. The Contractor shall obtain prior approval from the Employer / Architects before placing order for the specific materials agencies. In case of non-availability of any of the approved / specified materials / Agency, during the execution of the work, the Employer / Architects may approve suitable equivalent brand / agency and his decision shall be final and binding on the Contractor and the price variations, if any, shall be adjusted accordingly.

Sl. No	Item	Make / Manufacture (with ISI mark of approved quality)
1.	Cement	A.C.C., Ultra Tech,
2.	Reinforcement Steel & Structural Steel	SAIL, TISCO, IISCO, Vizag Ispat, ISI approved Make.
3.	Ceramic Tiles, Ceramic, non skid tiles, wall tiles	Kajaria, H & R Johnson Tiles ISI approved make
4.	Glass	Modi, Saint Gobain, AIS, ISI approved make.
5.	Ply wood	Green Lam, Kit ply ISI approved make of water proof & white ant proof of required thickness.
6.	Flush Door Shutters	Kutty Flush Shutters, Standard Doors., Kenwood, ISI approved make.
7.	PVC Door	Rajshri Or Eq. ISI Approved Make
8.	Laminated Sheets	Greenlam, Century, Euro or Eq. ISI approved make (one mm thick).
9.	Paints	Asian Paints, I.C.I. British Paints ISI approved make. (insulation exterior & interior and synthetic enamel of apcolite)
10.	Hardware: a. Aluminium Hinges, Tower Bolts, Door Stoppers, Aldrops, handles – b. Brass hinges, Aldrops,safty chain, Handles Tower Bolt – c. Door Locks – d. Cup Board Locks	Jyothi, Classic with ISI Mark. Bush or Equivalent Make Godrej. Euro or Equivalent Make
11.	Water Proofing Brush Bond, Chemicals	Fosroc/sika/ Dr. Fixit.
12.	Cement Putty	Birla/ JK
13.	Aluminium sections	Jindhal/Hindalco
14.	Sanitary Fittings & Fixtures, Stainless Steel Sinks , Flush Tank	Hindustan Sanitary ware, Parryware, ISI approved make.

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Sl. No	Item	Make / Manufacture (with ISI mark of approved quality)
15.	C.P. Fittings	1. Marc 2. Jaquar.
16.	Gun Metal Valves	Zolotto or Eq. ISI approved.
17.	G.I. Pipes	Tata, Jindal.
18.	GI Fittings.	ISI approved make
19.	Cast Iron Pipes & Fittings	NECCO
20.	HDPE Pipes	Prince, Sudhakar, Finolex
21.	Geysers	Crompton, Vijay or Venus
22.	Exhaust Fans	Khaitan or GEC
23.	Ceiling Fans	Crompton or Havells
24.	Light fixtures	Philips / Crompton