



Explore, Enable, Excel Part -1- (Tender Schedule)

MSTC Ref No: IDRBT/Head Office/ Procurement/2/25-26/ET/2(Renovation- Water Sewer lines)



INSTITUTE FOR DEVELOPMENT AND RESEARCH IN BANKING TECHNOLOGY
(ESTABLISHED BY RBI)

**E-TENDER FOR
PROPOSED RENOVATION OF WATER SUPPLY AND SEWAGE SYSTEM BY REMOVING AND REPLACING THE
OLD WATER AND SEWER LINES WITH NEW LINES IN THE DUCTS OF EFC BUILDING WITHIN THE
INSTITUTE'S PREMISES, MASABTANK, HYDERABAD, TELANGANA-500057.**

IDRBT Ref. No: IDRBT/EST/SMB/001/2025-2026 Date: 02.04.2025

MSTC Ref. No.: IDRBT/ Head Office/ Procurement /2/ 25-26/ ET / 2 (Renovation of Water & Sewer Lines)

Part -I (TENDER SCHEDULE)

THROUGH TWO BID E-TENDERING PROCESS

Name of Bidder: _____

Address: _____

Date of Release of Tender : 15:00 Hours on 04-04-2025

Last date of Submission of tender : Before 15:00 Hours on 21-04-2025



Institute for Development and Research in Banking Technology (IDRBT), Castle Hills, Road no-1,
MasabTank, Hyderabad-500057. Ph No: 040-23294182. Email: allestate@idrbt.ac.in

INDEX

<u>SL NO.</u>	<u>DESCRIPTION</u>	<u>PAGE NUMBER</u>
1	Cover Page	01
2	Index	02
3	Title & Brief Scope of Work	03
4	Important Instructions to Bidders	04
5	Notice Inviting Tender (NIT)	05-07
6	Eligibility Criteria	08
7	Different forms to be submitted by the Contractor	09-19
8	Form of Tender	20-21
9	Articles of Agreement	22-23
10	General Conditions of Contract	24-40
11	Special Conditions of Contract	41-49
12	General and Technical Specifications	50-51
13	Safety Code	52-53
14	Labour Laws and Rules	54
15	Special Conditions	55-60
16	Abstract	61
17	List of Approved makes and materials	62

TITLE OF THE WORK: On line e-TENDER FOR PROPOSED RENOVATION OF WATER SUPPLY AND SEWAGE SYSTEM BY REMOVING AND REPLACING THE OLD WATER AND SEWER LINES WITH NEW LINES IN THE DUCTS OF EFC BUILDING WITHIN THE INSTITUTE'S PREMISES, MASABTANK, HYDERABAD, TELANGANA-500057.

BRIEF SCOPE OF THE WORK:

The scope of work shall include the following.

- i. Dismantling of existing CI and GI lines of different sizes at all levels in the ducts and at roof top of the EFC building.
- ii. Plastering of internal surfaces of the ducts with necessary water proofing and painting at all levels.
- iii. Supply & Provision of SWR/ PVC and CPVC pipes of different dais at all level.
- iv. Supply & Provision of ACP panelling at all levels
- v. Brick work including necessary painting etc at all levels.
- vi. Connecting the new lines with old / existing lines at all levels etc.

IMPORTANT NOTES FOR EXECUTION OF WORK.

- Works are to be executed on higher floors (From Ground floor to 7th floors and at roof top of EFC building).
- Lifting of all the work Materials shall be done through the Staircase.
- Use of lift for carrying material shall be prohibited under all circumstances.
- Work Hours shall be from 7am to 6 pm only on all Working days and on Holidays.
- All Materials shall be stored at one place as shown to the Contractors.
- IDRBT will not provide any Accommodation for Labour.
- Power and Water shall be provided by the Institute at one point.

“IMPORTANT INSTRUCTIONS TO BIDDERS”

1. This tender is for the " **PROPOSED RENOVATION OF WATER SUPPLY AND SEWAGE SYSTEM BY REMOVING AND REPLACING THE OLD WATER AND SEWER LINES WITH NEW LINES IN THE DUCTS OF EFC BUILDING WITHIN THE INSTITUTE’S PREMISES, MASABTANK, HYDERABAD, TELANGANA-500057**". **It is a Two Bid containing Technical bid and Price Bid.**
2. In their own interest the contractors are advised to use their own specific seals and desist from using currency coins for the purpose. Tenders with incomplete or broken seals are liable to be rejected, the matter solely resting at the discretion of the Institute. If a Contractor does not quote for one or more items, the Tender will be considered as incomplete and will be rejected.
3. Institute reserve to itself the right to accept or reject any tender without assigning any reason for doing so and does not bind itself to accept the lowest or any other tender.
4. General Specifications are for guidance only. The latest ISI codes and Specifications and mode of measurements will be referred to during execution.
5. Institute / IDRBT shall mean Institute of Development and Research in Banking Technology (IDRBT), Castle Hills, Road no-1, MasabTank, Hyderabad-500057
6. The prospective Bidders shall submit the Bid through e-bidding only on the e-Portal - <https://www.mstcecommerce.com/eprocn/>
7. The details of the Helpdesk, System Settings, and other useful video guides are available on the e-portal itself.
8. The bidder shall require a class 3 signing and encryption type DSC for submission of the bid.

INVITATION:

The bidders desirous of taking up the work of are requested to submit their offer (Technical & Commercial) in the prescribed format in response to this tender notice. The criteria and the actual process of evaluation and subsequent selection of the successful bidder will be entirely at the Institute’s discretion.

This Tender document is not an offer by Institute / IDRBT, but only an invitation to receive responses from the bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized official(s) of Institute / IDRBT with the successful bidder.

1. NOTICE INVITING TENDER. (NIT)		
Sl No	Details	Description
01	Name of the Work.	PROPOSED RENOVATION OF WATER SUPPLY AND SEWAGE SYSTEM BY REMOVING AND REPLACING THE OLD WATER AND SEWER LINES WITH NEW LINES IN THE DUCTS OF EFC BUILDING WITHIN THE INSTITUTE’S PREMISES, MASABTANK, HYDERABAD, TELANGANA-500057
02	Nature of work.	Civil Works consists of Sewer lines and water lines, Brick work along with plastering and painting etc.
03	EMD	Rs 90,000.00 (Rupees Ninety Thousand only). To be submitted along with the tender in the shape of BG / DD in favour of “IDRBT, Hyderabad” and should have validity of minimum 90 days. Tender documents without EMD will be rejected. Also “Please note that incomplete tenders / tenders with conditions will be rejected and the EMD will be forfeited” . EMD of Unsuccessful bidders shall be returned on completion of tendering process. The original BG / DD must be submitted at IDRBT office at above address before closing of Tender i.e. on or before 15:00 hours on 21-04-2025
04	Total Security Deposit Amount.	<ul style="list-style-type: none"> i. Performance Bank Guarantee: The successful bidder shall at his own cost / expense, submit a Performance Bank Guarantee of an amount equivalent to 10% of the contract amount within 7 days from the date of receipt of the work order. ii. If the bidder fails to submit the Performance Bank Guarantee within the stipulated time, the EMD will be forfeited and work will be allotted to L-2, if they match the price. iii. Security Deposit / Retention money of 10% of the value of the work done will be deducted from the running bill, till total retention, including EMD paid earlier, comes to 5% of the contract value, and same shall be held by the IDRBT as Total Security Deposit. The amount will be refunded after completion of defects liability period of 12 months. No interest will be paid on the amount.
05	Eligibility of the Bidder.	As per Eligibility Criteria mentioned below
06	Validity of the Offer.	90 (Ninety) days from the date of opening of Part II of tender documents.
07	Time allowed for completion.	100 days from the date of placing work order on the lowest bidder. They should commence the work within 7 days on receipt of the work order.
08	Payment terms	As per tender conditions enumerated in this tender documents
09	Defects liability period.	12 months from the date of handing over the site by the Bidder after completion of the work.
10	Clarifications if	Any clarification in this regard may be sought from the Estate Department, IDRBT through

	any.	email ID allestate@idrbt.ac.in / Phone no. 040-23294182 .
11	Last Date of submission of bids along with EMD.	On or before 15:00 hours of 21-04-2025
12	Place of submission of tender documents.	The dully filled in tender document downloaded from the web site along with all copies of supporting documents shall be Uploaded in the MSTC website before the last date and time mentioned above.
13	Pre Bid Meeting	Pre Bid Meeting will be Conducted on 11-04-2025 @ 11.30AM at Institute of Development and Research in Banking Technology (IDRBT), Castle Hills, Road no-1, MasabTank, Hyderabad-500057. No technical Clarifications shall be entertained after the Pre bid Meeting. No Conditional Tenders shall be allowed, if any shall be summarily rejected.
14	Minimum Interim	Minimum interim will be subject to completion of work in minimum 4 ducts. No monetary ceiling.
15	(Penalty clause) Liquidated Damages	@ 0.5% of the value of work per week of delay (No upper limit).
16	If Abnormal rates quoted by the bidder.	In the discretion of the Institute, if the lowest amount is abnormally low, vis-à-vis current market rate or estimated cost, the commercial bid can be disqualified and will not be considered for commercial consideration.
17	Eligible Taxes	<ol style="list-style-type: none"> 1. Income Tax will be deducted at source as per Govt. Guidelines. 2. Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provision. The contractor should comply with the following; 3. Contractor should have GST Registration Number 4. Invoice should specifically / separately disclose the amount of GST levied at applicable rate as per GST provision 5. In case of Correction in the bills after scrutiny, contractor should submit fresh bills for payment 6. Contractor should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor 7. The GST Number of IDRBT:: - 36AAAAI0204K1Z4
18	Evaluation of price bids and finalization	<ol style="list-style-type: none"> 1. Only those Bidders who are empaneled with RBI & SBI for works valuing Rs 100.00 Lakhs and above are eligible to quote for this work. Empanelment letter to be uploaded online. 2. The L1 Bidder will be selected on the basis of net total of the price evaluation as quoted in the Online bidding.
19	Any additional Information	The quoted rate should be inclusive of materials, labour, wages, fixtures, transportation, installation, all taxes (excluding GST), wastages, Octroi, machinery, temporary works such as scaffolding, cleaning, over heads, profit, statutory expenses, incidental charges, lead and lift charges and all related expenses to complete the work in all respects as directed by the Institute.
20		The Institute reserve its rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in

	this regard.
21	<u>It is not mandatory on the part of the Institute to award the work on the lowest bidder. The Institute may use its discretion as it deems fit to award the work to any of the bidder without assigning any reason whatsoever.</u>

IMPORTANT: It is mandatory that the bidder shall sign and certify with seal on each page of the tender documents as well as all the supporting documents as a token of having read and understood the terms & conditions contained therein. The bidder should fill up the information in clear and legible terms. Wherever, the prices are to be quoted, they shall be written in figures and in words as well. No additions/ modifications/ deletions in the tender documents and other related supporting documents shall be entertained.

The Bidders shall upload the following information / documents on M/s **MSTC** site for examination by the Institute to satisfy about the Bidder's eligibility:

(a)	Copy of the empanelment letter issued by RBI / SBI for civil works valuing Rs 100.00 Lakhs and above.	The Eligibility criteria.
(b)	Turnover / Credit worthiness of the bidder and their turnover during the specified period	As per Eligibility criteria.

- In the event of intending Bidder's failure to satisfy the Institute with documentary evidence in support of their possessing required eligibility; the Institute reserves the right to refuse their participation in the tendering process.
- **The bidders may visit the site from April 05, 2025 to April 10, 2025 between 10.00 AM to 4.00 PM (on working days only) to understand the scope of the work. A pre-bid meeting of the Bidders will be held at 11.30 AM on April 11, 2025 at the office premises of the IDRBT, Hyderabad. All prospective bidders or their authorized representatives are required to attend the pre-bid meeting to understand the scope of work and to seek clarification, if any, regarding this tender.** No deviation in Institute's terms and conditions mentioned in the tender shall be accepted.
- Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the M/s MSTC and IDRBT website.

Place: Hyderabad
Date : 04/04/2025

Director

ELIGIBILITY CRITERIA

S.NO	CRITERIA	DOCUMENTS REQUIRED
1	<u>The contractor should be registered / empaneled with RBI or SBI for Civil works valuing Rs 100.00 Lakhs and above.</u>	A copy of valid registration certificate from respective authorities.
2	The Contractor should have minimum of 07 (Seven) years' experience in the field as on 31.07.2024.	Copy of Registration of the Firm or Copy of incorporation. At least one copy of the work order from the Institutes prior to 1.08.2017.
3	Bidder should have a minimum of Rs. 1,00,00,000.00 annual average turnover per year during last three financial years i.e. 2021-22, 2022-23, 2023-24 from the related business.	Audited balance sheet and P&L account for years mentioned and certificate from the Chartered Accountant.
4	The contractor must have valid GST registration, PAN number.	Copy of the GST registration certificate and copy of PAN card.
5	The Contractor should have Registered Office or Branch Office in the state of Telangana from at least 3 Year prior to Tender date. <u>Preferably in Hyderabad.</u>	Proofs for the same should be submitted. (Work orders, GST Certificate, Lease Agreement of Office Premises, property tax receipts Etc)

**NO JOINT VENTURE PROJECTS ARE PERMITTED / ALLOWED.
PARTIAL COMPLETION CERTIFICATES WILL NOT BE CONSIDERED**

NOTE.

- BIDDER MUST COMPLY WITH ALL THE CRITERIA MENTIONED ABOVE. NON- COMPLIANCE OF ANY OF THE CRITERIA WILL ENTAILED TO REJECTION OF THE BID SUMMARILY. THE INSTITUTE RESERVES THE RIGHT TO VERIFY / EVALUATE THE DOCUMENTS / CERTIFICATES SUBMITTED AS EVIDENCE BY THE BIDDER.
- RELEVANT COMPLETION CERTIFICATES OF HAVING COMPLETED SIMILAR WORKS (**WORK ORDERS WILL NOT BE CONSIDERED**) ISSUED BY COMPETENT AUTHORITY MUST BE ENCLOSED FAILING WHICH YOUR TENDER WILL BE SUMMARILY REJECTED.
- CERTIFICATES ISSUED BY THE PRIVATE BUILDERS, SUB CONTRACTUAL WORKS ARE NOT ELIGIBLE.

STRUCTURE AND ORGANIZATION

Name of the Tenderer:

Address along with e mail id and phone numbers.

The tenderer is

1. An Individual
2. A Proprietary firm
3. A limited company or limited corporation
4. A member of a group of companies (If yes, give names, address and present description of other companies)
5. A Subsidiary of large organization
(If yes, give name and address of the present organization) if the company is subsidiary, State what involvement if any, will the parent company have in the project.

Attach the organization chart showing the structure of the organization including the names of the directors and position of officers.

6. Number of years of experience

• **As a prime contractor**

- i. In own country
- ii. Other countries (specify country)

7. How many years your organization been in business under your present name?

Add what were your fields when you established your organization.

8. Were you ever required to suspend construction for a period of more than six months continuously after you started? If so, give the names of project and reasons of failure.

9. Have you ever not completed any work awarded to you? If so, give name of project and reasons for not completing work.

10. In how many projects were imposed penalty for delay? Please give details.

Signature of Contractor

FINANCIAL DETAILS**ANNUAL TURNOVERS FOR THE LAST THREE YEARS**

S.No.	Year	Turnover from Similar works (in lakhs)	Turnover from all other sources (in lakhs)	Remarks
1	2021- 2022			
2	2022- 2023			
3	2023- 2024			

1. List your sources of finance
 - Own resources
 - Bank credit
 - Other sources specify if any?
2. Name and address of Bank from whom reference can be obtained.
Name :
Address :

Ph.

Note :

1. Please attach certified/attested copies of the latest IT and/or Profit and Loss account statement to support the information furnished, failing which your firms will be summarily rejected.
2. Please attach certified Certificate of financial Soundness by Bank.

Signature of Contractor

Institute

EXPERIENCE PROFILE

<u>DETAILS OF SIMILAR WORKS COMPOSITE NATURE INTERIOR,ELECTRICAL AND AC WORKS COMPLETED IN LAST FIVE YEARS</u>									
S.No.	Description of the work	Name and address of the Institute	Contract No. and date.	Date of award of work	Stipulated date of completion	Actual date of completion	Value of completed work (in lakhs)	Reasons for delay	Penalty if any
SIMILAR WORKS									
1									
2									
3									
4									

Note:

1. Tenderer must attach copies of the certificates issued by the Institute.
2. Only those works shall be considered for evaluation for which copies of the certificates issued by the Institute are attached

Relevant certificates of having completed similar works issued by competent authority must be enclosed failing which your tender will be summarily rejected.

Signature of Contractor

Institute

DETAILS OF OTHER WORKS COMPLETED IN LAST FIVE YEARS

S.No.	Description of the work	Name and address of the Institute	Contract No. and date.	Date of award of work	Stipulated date of completion	Actual date of completion	Value of completed work (in lakhs)	Reasons for delay	Penalty if any
OTHER WORKS									
1									
2									
3									

Note:

1. Tenderer must attach copies of the certificates issued by the Institute.
2. Only those works shall be considered for evaluation for which copies of the certificates issued by the Institute are attached

Relevant certificates of having completed similar works issued by competent authority must be enclosed failing which your tender will be summarily rejected.

Signature of Contractor

Institute

RESOURCES PERSONNEL**DETAILS OF SKILLED AND TRAINED MANPOWER INCLUDING ENGINEERS AND TECHNICAL STAFF
PRESENTLY EMPLOYED**

S.No.	Name	Qualification	Designation	Total Experience (in years)	Remarks
1					
2					
3					
4					
5					
6					
7					
8					
9					

Signature of Contractor

Institute

**DETAILS OF ENGINEERS AND TECHNICAL STAFF PROPOSED TO BE DEPLOYED ON THE PROJECT
ALONGWITH BIO-DATA OF KEY PERSONNEL**

S.No.	Name	Qualification	Designation	Total Experience (in years)	Remarks
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Note :

Tenderers are also required to attach the complete organization chart of the Engineering and Technical Staff proposed to be deployed on the project.

Signature of Contractor

Institute

DETAILS OF TOOLS, PLANT AND MACHINERY (IN WORKING CONDITIONS) OWNED BY THE TENDERER

S.No	Description	Make	Model & Year of Manufacture	Capacity	Condition	Nos. Available	Any other relevant information	Remarks
1								
2								
3								
4								

Note :

Signature of Contractor

DETAILS OF SAFETY APPLIANCES AND EQUIPMENT OWNED

S.No	Description	Make	Model & Year of Manufacture	Capacity	Condition	Nos. Proposed to be deployed	Any other relevant information	Remarks
1								
2								
3								
4								

Note :

Signature of Contractor

DETAILS OF PLANT MACHINERY PROPOSED TO BE DEPLOYED ON THE PROJECT

S.No	Description	Make	Model & Year of Manufacture	Capacity	Condition	Nos. Available	Any other relevant information	Remarks
1								
2								
3								
4								

Signature of Contractor

DETAILS OF ON GOING WORKS

S.No.	Description of the work	Name and address of the Institute	Contract No. and date.	Date of award of work	Stipulated date of completion	Value of work as per order (in lakhs)	Value of work completed so far (in lakhs)	Remarks
1								
2								
3								
4								
5								

Note :

1. Please attach copies of the certificates issued by the Institute.
2. Only those works shall be considered for evaluation for which copies of the certificates issued by the Institute are attached

Signature of Contractor

DOCUMENTS TO BE ATTACHED WITH THE TENDER BY THE TENDERER

1. Details of all works and similar works completed in last FIVE years.
2. Annual Turnover for the last three years with supporting documents.
3. Registration of Company.
4. Partnership deed/Memorandum and Articles of Association of the firm.
5. Registration under Labour Laws.
6. Details of Skilled and Trained Manpower including Engineers and Technical staff presently employed.
7. Details of Tools, Plants and Machinery (in working conditions) owned.
8. Details of Safety Appliances and Equipment owned
9. ISO 9000 certificate (if any).
10. **General Service tax registration certificate to be enclosed COMPULSORY**
11. Original Power of Attorney of the person signing the tender documents or photocopy duly attested by Notary Public.
12. Details of on-going works & supporting Documents.
13. Details of Plants and Machinery proposed to be deployed on the project.
14. Details of Engineers and Technical staff proposed to be deployed on the project along with organization chart and bio-data of key personnels.
15. Programme for execution of works.

Signature of Contractor

FORM OF TENDER

Place _____

Date _____

**The Director
Institute for Development and Research in Banking Technology
Estate Department
Castle Hills Road # 1, Masab Tank
Hyderabad**

Sir,

We have carefully examined the specifications, designs and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the installation site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender. 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 Schedule of Quantities and in accordance in all respects with specifications, designs and instructions in writing referred to in articles of agreement, general instructions to the Bidders and special conditions, conditions hereinbefore referred to, specifications, data sheet and schedule 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 works	PROPOSED RENOVATION OF WATER SUPPLY AND SEWAGE SYSTEM BY REMOVING AND REPLACING THE OLD WATER AND SEWER LINES WITH NEW LINES IN THE DUCTS OF EFC BUILDING WITHIN THE INSTITUTE'S PREMISES, MASABTANK, HYDERABAD, TELANGANA-500057
(b)	Mode of payment	As per Tender conditions enumerated in the tender documents.
(d)	Earnest Money Deposit (EMD)*	Rs 90,000.00
(e)	Time allowed for completion of work.	100 Days from the date of placing the work order.

*EMD will be forfeited if the Bidder:

- a) withdraws the bid after opening of the commercial bid,
- b) fails to commence the work awarded to him within the prescribed time limit.

2. We also agree that our tender will remain **valid for acceptance by the Institute for 90 days from the date of opening of Part II of the tender** and this period of validity can be extended for such period as may be mutually agreed between the Institute and us in writing.

3. Should this Tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums



of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.

- 4. I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor. We have submitted a BG / DD for a sum of **Rs 90,000.00** as earnest money with the Institute, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Institute.
- 5. The tenders shall be uploaded in two parts. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Institute's Proforma.

Dated: ____ day of _____ 2025.

For and on behalf of M/s _____

(Signature with seal)

Name _____
 Designation _____
 Place _____
 Date _____

(Certified true copy of the Power of Attorney of the above signatory should be enclosed).

Witnesses

(1) Signature with name, address and date _____

(2) Signature with name, address and date _____

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made the _____ day of _____ 2025 between

_____ of

_____ (hereinafter called the "Institute") of the one part and
_____ of _____ (hereinafter called "The
Contractor") of the other part, whereas the Institute is desirous of getting the work of

_____ " executed and has caused drawings, conditions of contract, specifications and schedule of quantities etc., describing the works numbered as per list attached inclusive of and the conditions of contract, specifications and schedule of quantities etc., have been signed by or on behalf of the parties hereto.

AND WHEREAS THE CONTRACTOR has agreed to execute upon and subject to the conditions set forth in the Schedule hereto (hereinafter referred to as "Said Conditions") the works shown upon the said drawings and described in the same specifications and included in the said schedule of quantities for such sum as may be ascertained to be payable in terms of the Bills of Quantities, and which sum is estimated to be Rs. _____ (Rupees _____ (hereinafter referred to as "Said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said sum to be paid at the times and in the manner set forth in the said conditions, the contractor shall upon and subject to the said conditions, execute and complete the work shown in the said drawings and described in the said specifications.
2. The Institute shall pay the contractor the said sum or such sums as shall become payable hereunder at the times and in the manner specified in the said conditions.
3. Tender documents containing work order Notice to the Contractor, Conditions of Contract, Appendix thereto, Special Conditions of Contract, Specifications and Schedule of Quantities with the rates entered therein, shall be read and studied as forming part of this agreement and the parties hereto shall respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their part respectively in such conditions contained.
4. The contract is neither a fixed lumpsum contract or a piece work contract, but is a contract to carry out work in respect of the entire works to be paid for according to actual measured quantities, including variations from BOQ at the rates contained in the Schedule of rates and Probable bill of quantities or as provided in the said conditions.
5. The Institute, reserves its right of altering the drawings and natures of the work, of adding/substitution to or omitting any items of work or having portions of the same carried out through alternate agencies without prejudice to this contract.



- 6. Time shall be considered as the essence of this agreement and the contractor hereby agrees to commence the work soon after the site is handed over to him but within 7 days reckoned from the date of issue of work order to execute the work, as provided for in the said conditions and complete the entire work **AS PER NIT** subject to nevertheless to the provisions for extension of time.

- 7. This agreement and contract shall be deemed to have been made in Hyderabad and any questions or dispute rising out of or in any way connected with this Agreement and Contract shall be deemed to have arisen in Hyderabad and only the courts in Hyderabad shall have jurisdiction to determine the same. The limitation period will be 90 days from the date of dispute having arisen.

AS WITNESS our hand this _____ day of _____ 2025

Signed by the said in the presence of:

WITNESS : SIGNATURE

NAME :

ADDRESS : INSTITUTE

WITNESS : SIGNATURE

NAME :

ADDRESS :

GENERAL CONDITIONS OF CONTRACT

1. INTERPRETATIONS:

In constructing these conditions and the specifications, schedule of quantities and contract agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise required:

- a. "Institute" shall mean **Institute for Development and Research in Banking Technology (IDRBT), Castle Hills, Road no-1, MasabTank, Hyderabad-500057** and shall include its representatives.
- b. "Contractor" shall mean _____
_____ and shall include his/their heirs, legal representatives, assignees and successors.
- c. "Engineer" shall mean any Engineer who is employed by IDRBT or any other Engineer appointed from time to time by the Institute, to act as Engineer for the purpose of the Contract in place of the said engineer.
- d. "Works" shall mean the works to be executed in accordance with contract specifications, quantities etc.
- e. "Contract" shall mean the Articles of Agreement, the General Conditions, Special Conditions, the Appendix, the Schedule of Quantities, Specifications and drawings, work order etc., attached hereto and duly signed.
- f. "Contract Price" shall mean the sum named in the Tender, subject to such amount additions thereto or deductions there from as may be made under the provisions, hereinafter contained.
- g. "Site" shall mean the Premises, on which the works are to be, provided, by the Institute for the purpose of the Contract.
- h. "Drawings" shall mean the drawings referred to in the contract etc., and any modifications of such drawings approved in writing by the Institute and such other drawings as may from time to time be furnished or approved in writing by the Institute.
- i. "Notice in Writing" or written notice shall mean a notice in writing, typed or printed characters sent (unless delivered personally or otherwise provided to have been received) by registered post to the last known private or business address or registered office of the address and shall be deemed to have been received, when in the ordinary course of post, it would have been delivered.
- j. "Act of Insolvency" shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any act amending such original.
- k. "Net Prices" if in arriving at the Contract Amount, the contractor has added to or deducted from the total of the items of the Tender any sum, either as a percentage or otherwise, then the net price of any items, in the tender, shall be the sum arrived at by adding to or deducting from the actual figure

appearing in the Tender, as the price of that item, a similar percentage or proportionate sum. Provided always that in determining the percentage or proportion of the sum so added or deducted by the contractor, the total amount of any Prime cost items and provisional sums of money shall be deducted from the total amount of the Tender. The expression “net rates” or “net prices” when used with reference to the contract or account shall be held to mean rates or prices so arrived at.

- l. “Virtual Completion” shall mean that the building is in the opinion of the Institute, sufficiently completed for use / occupation by the Institute, in relation to the scope of work of this contract.
- m. Words importing persons include firms and corporations. Words importing the singular only, also include the plural and vice versa, where the context requires.

2. **SCOPE OF CONTRACT:**

The contractor shall carry out and complete the said work in every respect in accordance with this contract with the directions of and to the satisfaction of the Institute. And Institute may issue further drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as “Institute’s Instructions” in regard to:

- a. The variations or modifications of the designs, quality or quantity of works or the addition or omission or substitution of any work.
- b. Any discrepancy in the drawings or between the Schedule of Quantities/ or drawings and/or specifications etc.
- c. The removal and/or re-execution or any works executed by the contractor.
- d. The removal from the site of any material brought there on by the contractor, and the substitution of any other material there from.
- e. The dismissal from the works of any person employed thereupon.
- f. The opening up for inspection of any work covered up.
- g. The amending and making good of any defects under clause “Removal of Improper works and Materials”.

The contractor shall forthwith comply and fully execute any work comprised in such instruction, provided always that instructions, directions and explanations given to the contractor or his representative upon the works by the Institute shall, if involving a variation, be confirmed in writing by the contractor or within 7 days, and if not dissented from in writing within further 7 days by the Institute, such shall be deemed to be the Institute’s instructions within the scope of contract.

3. **DRAWINGS AND SPECIFICATIONS:**

The works shall be carried out to the entire satisfaction of the Institute, in accordance with the signed contract document, drawings and specifications and such further drawings and details as may be provided by the Institute, and in accordance with such written instructions, directions and explanations, as may from time to be

given by IDRBT, whose decision as to the sufficiency and quality of the work and materials shall be final and binding on the contractor. If the work shown on any such further drawings or work that may be necessary to comply with any such instructions, directions or explanations, be in the opinion of the contractor outside the scope of work or reasonably could not be inferred from the contract, he shall before proceeding with such work, give notice in writing to this effect to the IDRBT, and in the event of the IDRBT agreeing to the same in writing, the contractor shall be entitled to an allowance in respect of such extra work as an authorized extra.

No drawing shall be taken as in itself an order for variation, unless in addition to the Institute's signature, it bears express works stating that it is intended to be such an order or bears a remark "VALID FOR CONSTRUCTION". No claim for payment for extra work shall be allowed, unless the said work shall have been executed under the provisions of clause 8 (Authorities, notices, patents, rights and royalties) or by the authorities, of directions in drawing of the Institute as herein mentioned. The original contract documents shall remain in the custody of Institute.

4. **SCHEDULE OF QUANTITIES:**

The Schedule of Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Procedure of the Institute and shall be considered to be approximate and no liability shall attach to the Institute for any error/variations that may be discovered therein.

5. **SUFFICIENCY OF SCHEDULE OF QUANTITIES:**

The contract shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the schedule of Quantities and/or the Schedule of Rates and Prices, which rates and prices shall cover all things necessary for the proper completion of the works.

6. **ERRORS IN SCHEDULE OF QUANTITIES:**

Should any error appear in the Schedule of Quantities, other than in the Contractor's prices and calculations, it shall be rectified and such rectification shall not vitiate the contract but shall constitute a variation of the contract and be dealt with as an authorised extra or deduction.

7. **CONTRACTOR TO PROVIDE EVERYTHING NECESSARY:**

The contractor shall provide everything necessary for the proper execution of works according to the true intent and meaning of the drawings, specifications and the Schedule of Quantities etc., taken together, whether the same may or may not be particularly shown or described there in, provided the same can be inferred therefrom. The several document forming the contract are to be taken as mutually explanatory to one another, detailed drawings and figured dimensions in preference to scale, and special conditions in preference to General conditions and particular specifications in preference to General specifications.

In case of discrepancy between the Schedule of Quantities, the specifications and/or the drawings, the following order of preference shall be observed: -

- i) Description of Schedule of Quantities.
- ii) Particular specifications and special condition, if any.
- iii) Drawings.
- iv) C.P.W.D. specifications.

v) Indian Standard specifications of B.I.S.

If there are varying or conflicting provisions made in any document forming part of the contract, the Institute shall be the deciding authority, with regard to the intention of the document and its decision shall be final and binding on the contractor.

Any error in description, quantity or rate in schedule of quantities or any omission therefrom shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works expressed therein according to drawings and specifications or from any of his obligations under the contract.

The contractor shall supply, fix and maintain at his cost, during the execution of any works, all the necessary scaffolding, staging, hoarding, watching and lighting during nights as well as by day required not only for the proper execution and protection of the said works, but also for the protection of the public and the safety of any adjacent road, streets, cellars, vaults, pavements, walls, houses, buildings and all other erections, matters or things. The Contractor shall take down and remove any or all such scaffolding, staging, etc., as occasion shall require or when ordered or so to do, and shall fully reinstate at his own cost and make good all the matters and things disturbed during the execution of the works to the satisfaction of the Institute.

8. **AUTHORITIES, NOTICES, PATENT RIGHTS AND ROYALTIES:**

The contractor shall conform to the provisions of the statutes relating to the works, and to the regulation and by laws of any local authority, and of any water, lighting and other companies or authorities, with whose systems the structures are proposed to be connected; and shall before making any variation from the drawings or specifications, that may be necessitated by so conforming, give to the Institute a written notice, specifying the variations proposed to be made and the reason for making it and apply for instruction thereon. In case, the contractor shall not within ten days receive such instructions, he shall proceed with the work conforming with the provisions, regulations or by laws in question.

The contractor shall bring to the attention of the Institute all notices required by the said acts, regulations or bylaws to be given to any authority, and pay to such authority or to any Public Officer all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Institute.

The contractor shall indemnify the Institute against all claims in respect of patent rights, designs, trademarks or name or other protected rights in respect of any constructional plant, machine, work or material used for or in connection with works or temporary works and from and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has informed the Institute, before any such infringement and received their permission to proceed, and shall himself pay all royalties, licence fees, damages, cost and changes of all and every sort that may be legally incurred in respect thereof.

9. **MATERIALS AND WORKMANSHIP TO CONFORM DESCRIPTION:**

All materials and workmanship shall, so far as procurable be of the respective kinds specified in the Schedule of Quantities and/or specifications and in accordance with the Institute's instructions and the contractor shall on the request of the Institute furnish to them all invoices, accounts, receipts and the other vouchers to prove that the materials comply therewith. The contractor shall at his own cost arrange for and/or carry any test of any materials, which the Institute may require. The costs of materials used for testing, packing, transportation and testing shall be borne by the contractor and his quoted rates/amounts shall include all such expenses/contingencies.

9a. In case of non-availability of specified Make/brand of any material the alternate make/brand will be given by the Institute.

10. THE SETTING OUT:

The Contractor shall at his own expense, set out the works accurately in accordance with the plans and to the complete satisfaction of the Institute. The Contractor shall be solely responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time any error shall appear during the progress or on completion of any part of the work, the contractor shall at his cost rectify such error if called upon to the satisfaction of the Institute. The work shall from time to time be inspected by the Institute representatives, but such inspections shall not exonerate the contractor in any way from his obligation to remedy any defects, which may be found to exist at any stage of the work or after the same is completed, at his own cost.

11. REMOVAL OF ALL OFFENSIVE MATTERS:

All debris arising out of the work shall be disposed off as per the rules and regulations of the Local authorities concerned.

12. OPENING UP WORKS:

In the event of the Institute feels that the work is not carried out as per tender specifications, contractor at his cost shall open the concealed work at his cost for which no Extra cost will be paid.

13. CONTRACTOR'S SUPERINTENDENCE & REPRESENTATIVE ON THE WORKS:

The contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Institute may consider it necessary until the expiration of the "Defects Liability Period" stated herein. The Contractor shall meet the Institute, whenever required and so informed by the Institute.

The Contractor shall maintain and be represented at site at all times, while the work is in progress, by a responsible and efficient foreman, approved by the Institute and who must thoroughly understand all the trades entailed and be constantly in attendance while the men are at work. Any directions, explanations, instructions or notices given by the Institute to such foreman shall be deemed to have been given to the contractor and shall be binding as such on the contractor. The Foreman shall be thoroughly conversant with the English and Hindi language and should be able to read, write and speak English.

14. DISMISSAL OF WORKMEN:

The contractor shall on the request of the Institute immediately dismiss from the works any person employed thereon who may, in the opinion of the Institute be unsuitable or incompetent or who may misconduct himself, and such person shall not again be employed or allowed on the works without the permission of the Institute.

15. ACCESS TO WORKS:

The Institute and any person authorised by them shall at all reasonable times have free access to the works and to the workshops, factories or other places where materials are being prepared or constructed by the

contract and also to any place where the materials are lying or from which they are being obtained. The Contractor shall give every facility to the Institute and their representatives for inspection and examination and test of the materials and workmanship. No person, unless authorised by the Institute, except the representatives of Public authorities, shall be allowed on the works at any time. If any work is to be done at a place other than the site of works, the contractor shall obtain the written permission of the Institute for doing so.

16. **INSTITUTE'S REPRESENTATIVE/PMC:**

The Institute may appoint an assistant to the Engineer, any Site Engineer or Project Management Consultant (PMC), who shall be the representative of the Institute. The duties of the Institute's representatives are to watch and supervise the works and to test any materials to be used and of workmanship employed in connection with the works. He shall have no authority either to relieve the contractor of any of his duties or obligations under the contract, or except those expressly provided hereunder, to order any work involving delay or any extra payment by the Institute or any variation of or in the works.

The contractor shall afford the Institute's representative every facility and assistance for examining the works and materials and checking and measuring item and materials. The Institute's representative shall have power to revoke, alter, enlarge or relax the requirements of this contract, or to sanction any new-work, additions, alterations, deviations or omissions unless such an authority may be specially conferred by a written order of the Institute.

The Institute's representative shall have to give notice to the Contractor or his representative about the non-approval of any work or materials and such works shall be suspended or the use of such materials should be discontinued until the decision of the Institute is obtained. The work will from time to time be examined by the Institute's representative, but such examinations shall not in any way exonerate the contractor from the obligation to remedy any defects, which may be found to exist at any stage of the work or after the same is completed. Subject to the limitations of the clause, the contractor shall take instructions only from the Institute.

17. **ASSIGNMENT OF SUB-LETTING:**

The works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part/share thereof or interest therein without the written consent of the Institute and no undertaking shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the works during their progress.

18. **VARIATIONS NOT TO VITIATE CONTRACT:**

The contractor shall when directed in writing by the Institute, omit from or vary works shown upon the drawings or described in the specifications or included in the priced schedule of quantities, but the contractor shall not make any alterations or additions to or omissions from the works or any deviations from the provisions of the Contract without such authorizations or direction in writing from the Institute.

No claim for any extra item or deviations shall be allowed, unless it shall have been executed by the Authority of the Institute as herein mentioned. Any such extra item or deviation is hereinafter referred to as an authorised extra item or deviation. No variations i.e., additions, omissions or substitutions shall vitiate the contract.

The rate of items not included in the bill of quantities shall be settled by the Institute in accordance with the provisions of clause, hereof.

19. **MEASUREMENTS OF WORKS:**

The Institute may from time to time intimate the Contractor that he requires the works to be measured and the contractor shall forthwith attend or send a qualified agent to assist Institute's representative in taking measurements and calculations, and to furnish all particulars or give all assistance required by either of them.

Should the contractor not attend or neglect or omit to send such an agent, then the measurements and calculations, and to furnish all particulars or give all assistance required by either of them.

Should the contractor not attend or neglect or omit to send such an agent, then the measurements taken by the Institute representative approved by them shall be taken to be the correct measurements. The mode of measurements wherever not mentioned in contract documents be taken in accordance with the Indian Standard of Method of measurements of building works (I.S.1200 – 1958) and its revisions, if any. In case of any discrepancy between various contract documents on mode of measurements, the mode given in Bill of Quantities will take precedence over others.

The contractor or his agent may at the time of measurement take such notes and measurements as he may require.

All authorized extra works, omissions and all variations made without the Institute's knowledge, if substantially sanctioned by it in writing shall be included in such measurements.

20. **PRICES FOR SUBSTITUTIONS/EXTRA ETC., ASCERTAINMENT OF:**

Should it be found after the completion of the works from measurements taken (in accordance with the previous paragraph) that any of the quantities or amounts specified for the works in the priced schedule of quantities of work thus ascertained are less or greater than the amounts and/or tender or that any variations, is made, and any substituted/ extra (new) items have been executed, the valuation of such quantities/items, amounts or variations, unless previously or otherwise agreed upon, shall be made in accordance with the following rules:

- a. The net rates or prices in the original tender shall determine the valuation of the extra (additional quantities and or extra/substituted item of work), where that work is of a similar character and executed under similar conditions of the work priced therein. This applied to extra and substituted items of work to the extent, they are similar in nature to the items in the contract.
- b. The net prices given in the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of work are carried out, the prices for the same shall be valued under thereof.
- c. Where extra/substituted item of works are not of similar character (either partly & fully) and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the contract works or to be any part thereof shall be such that in

the opinion of the Institute the net rate or price contained in the priced schedule of quantities or tender or for any item of the work involves less or more beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable for in-applicable, the Institute shall fix such other rates or prices as in the circumstances it shall think reasonable and proper, which shall be final and binding on the contractor. For extra and substituted items this will apply for portions of the items for which, items of similar nature are not available in the contract.

- d. Where extra and or substituted items of work cannot be properly measured or valued, the contractor shall be allowed based on the net local day work rates and wages for the district and prevalent market rates for materials etc., at the time of ordering that item; provided that in either case vouchers for wages paid specifying the daily time (and if required by the Institute, the workmen's name) and materials employed at or before the end of the week following that in which the work has been executed.

The measurements and valuations in respect of the extra and substituted items of work shall be completed within the "Period of final measurement" or within 3 (three) months from the completion of the contract works as defined (certificate of virtual completion).

21. **UNFIXED MATERIALS:**

When any materials intended for the works shall have been placed at site by the contractor, such materials shall not be removed therefrom (except for the purposes of being used on the works) without the written authority of the Institute and when the contractor shall have received payment in respect of any certificate in which the Institute shall have stated that he has taken into account the value of such unfixed materials on the works such materials shall become the property of the Institute and the Contractor shall be liable for any loss or damage to any such materials.

22. **REMOVAL OF IMPROPER WORK AND MATERIALS:**

The Institute shall, during the progress of the works, have power to order in writing from time to time the removal from the works, within such reasonable times as may be specified in the order, of any materials which in the opinion of the Institute are not in accordance with the specifications or the instructions of the Institute and the substitution with proper materials and the removal and proper re-execution of any work, which has been executed with materials or workmanship, not in accordance with the contract/drawings and specifications or instructions etc., the contractor shall forthwith carry out such orders at his own cost. In case of default on the part of the contractor to carry out such orders, the Institute shall have the power to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor, and shall be recoverable from the contractor by the Institute, or may be deducted by the Institute, from any money due or may become due to the contractor for this work or on any other account.

Instead of this procedure for work not done in accordance with the contract, the Institute may allow such work to remain, and in that case may make allowance for the difference in value together with such further allowance for damages to the Institute, as in its opinion may be reasonable. This allowance shall be recoverable from the contractor by the Institute, or may be deducted by the Institute, from any money due or may become due to the contractor for this work or on any other accounts. The decision of Institute in these matters shall be final and binding on the contractor.

23. **DEFECTS AFTER COMPLETION:**

Any defect, shrinkage, settlement or other faults which may appear with in the “Defects Liability Period” stated in the Appendix i.e. within 12 months after the virtual completion of the works arising in the opinion of the Institute, from materials or workmanship not in accordance with the contract, shall upon the directions and writing of the Institute and within such reasonable time as shall be specified therein, be rectified and made good by the Contractor at his own cost. In case of default, the Institute may employ any other person to amend and make good such defects, shrinkage, settlements or other faults. All damages, loss and expenses consequent therein or incidental thereto shall be made good and borne by the contractor and such damage, loss and expenses shall be recoverable from him by the Institute or may be deducted, the damages, loss and expenses from any sums that may be due to the contractor or amount retained under condition Certificate and payment or any other amounts due or may become due later.

24. **CERTIFICATE OF VIRTUAL COMPLETION:**

The contractors shall intimate in writing to the Institute, as and when the works are complete in all respects in order to enable the Institute to take possession of the same. The works shall not be considered as virtually completed, until the Institute has certified in writing that the same have been “Virtually completed” and accepted by the Institute. The defects liability period shall commence, only from the date of such virtual completion certificate.

25. **OTHER PERSONS ENGAGED BY THE INSTITUTE:**

The Institute reserves the right to use the premises and any portions of the site for the execution of any work not included in this contract which he may desire to carry out through other persons, and the contractor is to allow all reasonable facilities for the execution of such work, except by special arrangement with the Institute. Such work shall be carried out in such a manner a not to impede the progress of the works included in the contract, and the contractor shall not be responsible for any damage or delay which may happen to or be occasioned by such work.

26. **INSURANCE IN RESPECT OF DAMAGE TO PERSONS AND PROPERTY:**

The contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property, which may arise from operation or neglect of himself or any of his or sub-contractor’s employees, whether or any other cause whatever in any way connected with the carrying out of this contract. This clause shall be held to include, interalia any damage to buildings, whether immediately adjacent or otherwise, any damage to roads, caused to the buildings and works forming the subject of this contract by frost or other inclement weather. The contractor shall indemnify the Institute and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of government or otherwise, and also in respect of any award of compensation or damages consequent upon such claim.

The Contractor shall reinstate all damages of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

The contractor shall indemnify the Institute against all claims which may be made against the Institute, by any member of the Public or other party, in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own cost, effect and maintain until one month after the works are taken

over by the Institute or three months after the date of completion of the contract with an approved office, a policy of Insurance in the joint names of the Institute and the contractor against such risks and signing of the contract. The contract shall also indemnify the Institute against all claims which may be made upon the Institute whether under the Workmen's compensation act or any other statute in force during the currency of this contract or at common law in respect of any employees of the contractor or of any sub-contractor and shall at his own expense effect and maintain until one month beyond the virtual completion of the contract, with an approved office. A policy of Insurance in the joint names of the Institute and the Contractor against such risks and deposit such policy or policies with the Institute from time to time, during the currency of the contract. In default of the contractor insuring as provided above, the Institute may so insure and may deduct the premiums paid from any money due or which may become due to the contractor.

The contractor shall be responsible for anything which may be excluded from the Insurance Policies above referred to and also for all other damages to any property arising out of and incidental to the negligent or defective carrying out of this contract however, such damage shall be caused.

The Contractor shall also indemnify the Institute in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any Award of or compensation of damages arising therefrom.

The Institute shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or occurring from or in respect of any such claims of damages from any sums due or to become due to the contractor.

27. **CONTRACTOR'S ALL RISK POLICY:**

The contractor shall within 7 days from the date of issue of work order insure the works at his cost and keep them insured until one month after the works are taken over by the Institute or three months after the date of completion whichever is earlier, against loss or damage by fire and usual risks other than fire against which insurers generally provide cover in a CONTRACTOR'S ALL RISK POLICY, with an insurer to be approved by the Institute, in the joint names of the Institute and contractor (the name of the former being placed first in the policy), progressively for the full amount of the contract, in three stages, beginning with 1/3 of the contract value, and for any further sum as called upon to do so by the Institute. The premium of such further sum being allowed to the contractor as an authorised extra. Such policy shall cover the property of the Institute only surveyor's fees for assessing the claim and in connection with his services generally in reinstatement and shall not cover any property of the contractor or any subcontractor or employee. The contractor shall deposit the policy and receipts for the premiums paid with the Institute, within 7 days of the date of commencement of work, unless otherwise instructed, as provided above failing which the Institute on its behalf may insure and may deduct the premium paid from any money that may be due or that may become due to the contractor. The contractor shall as soon as the claim under the policy is settled, or the work reinstated by the insurers should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire or other such risk had not occurred and in all respects under the same conditions of contract.

The contractor in case of rebuilding or reinstatement after fire or other such usual risk shall be entitled to such extension of time for completion of the work.

28. **MINIMUM AMOUNT OF THIRD PARTY INSURANCE:**

Such insurance shall be effected with an insurer and in terms approved by the IDRBT which approval shall not be reasonably withheld and for at least the amount stated below. The contractor shall, whenever required,

produce to the Institute the policy or policies of insurance cover and receipts for payment of the current premium.

The minimum insurance cover for physical property, injury, and death is Rs. 20.00 lakhs per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

29. **COMMENCEMENT AND COMPLETION:**

The contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix, and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Institute may desire to delay) on or before the "Day of Completion" started in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

30. **DELAY AND EXTENSION OF TIME:**

If in the opinion of the Institute the works be delayed:

- a. by force majeure, or
- b. by reason of any exceptionally inclement weather, or
- c. by reason of proceedings taken on threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise, then through the contractor's own default, or
- d. by the works or delays of the contractors or tradesmen engaged or nominated by the Institute and not referred to in the Schedule of Quantities and/or specifications, or
- e. by reason of civil, commotion, local combination of workmen or strike or lock-out affecting any of the buildings/traders, or
- f. by reason of the Institute's instructions
- g. In consequence of the contractor not having in due time, necessary instructions from the Institute, for which he shall have specifically applied in writing ahead of time, giving reasonable time to prepare such instructions.

The Institute shall make a fair and reasonable assessment for extension of time, for completion of the contract works.

In case of such strike or lock-out, the contractor shall as soon as possible, give written notice thereof to the Institute, but the contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required, to the satisfaction of the Institute to proceed with the work.

31. **DAMAGES FOR NON-COMPLETION:**

If the contractor fails to complete the works by the date stated or within any extended time and if the Institute shall certify in writing on or before the date of issue of the certificate for the last payment to which the

contractor may become entitled hereunder that the works could have been reasonably completed by the said date or within the said extended time, then the Institute to recover from dues to the contractor on any account the sum stated in "NIT" (liquidated damages and not by way of penalty), and as stated in "NIT" and such damages may be deducted from any money due or which may become due to the contractor.

The deduction of such sums shall not, however, absolve the contractor of his responsibility and obligations to complete the work in its entirety.

Please refer clauses of special conditions of contract.

32. **FAILURE BY CONTRACTOR TO COMPLY WITH INSTITUTE'S INSTRUCTIONS:**

If the contractor after receipt of written notice from the Institute requiring compliance with such further drawings, fails within seven days to comply with the same, the Institute may employ and pay other persons to execute any such work whatsoever as may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the contractors by the Institute as a debit or may be deducted by him from any money due or which may become due to the contractors.

33. **INSTITUTE'S DELAY IN PROGRESS:**

The Institute may delay the progress of the works in case of rains or otherwise, without vitiating the contract and grant such extension of time for the completion of the contract as he may think proper and sufficient in consequence of such delay, and the contractor shall not make any claim for compensation or damage in relation thereto.

34. **SUSPENSION OF WORKS:**

If the contractor, except on account of any legal restraint upon the Institute preventing the continuance of the works, or on account of any of the causes mentioned in the clause "Extension of time" or in the case of certificate being withheld or not paid when due, shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default in the respects mentioned (removal of improper work and materials), the Institute give notice in writing to the contractor required that the works be provided within a reasonable manner, and with reasonable dispatch, such notice shall not be unreasonably given and must signify that it purports to be a notice under the provisions of this clause and must specify the acts or defaults on the part of the contractor upon which it is based. After such notice shall have been given, the contractor shall not be at liberty to remove from the site of works, or from any ground contiguous thereto, the site of works, or from any ground contiguous thereto, any plant or materials belonging to him which shall have been placed thereon for the purpose of work, and the Institute shall have lien upon such plants and materials to subsist from date of such notice being given until the notice shall has been complied with, provided always that such line shall not under any circumstances subsist after the expiration of 30 (thirty) day from the date of such notice given, unless the Institute shall have entered upon and taken possession of the works and site, as hereinafter provided.

If the contractor shall fail for seven days after such notice has been given, to proceed with the works as therein prescribed, the Institute may enter upon and take possession of the works and site, and of all such plants, machinery and materials thereon intended to be used for the works, and the Institute shall retain and hold a lien upon all such plants, machinery and materials until the work shall have been completed, under powers hereinafter conferred upon him;

If the Institute shall exercise the above power, it may engage any other person to complete the works and exclude the contractor, his agents and servants from entry upon or access to the same, except that the contractor or any person appointed in writing may have access at all times during the progress of the works to inspect, survey and measure the works. Such written appointments or a copy thereof shall be delivered to the Institute before the person appointed comes on to the works and the Institute shall take such steps as may be reasonably necessary for completion the works, without undue delay or expenses using for that purpose the plant, machinery and materials above mentioned in so far as they as they are suitable and adopted to such use.

Upon the completion of the works, the Institute shall certify the amount of the expenses properly incurred consequent on and incidental to the default of the contractor as aforesaid and in completion the works by other persons.

Should the amount so certified as the expenses properly incurred be less than amount which should have been due to the contractor upon the completion of the works by him, the difference shall be paid to the contractor by the Institute, should the amount of the former exceed the later, the difference shall be paid by the contractor to the Institute. The Institute shall not be liable to make any further payments or compensations to the contractor for or on accounts of the proper use of the plant for the completion of the works under the provisions herein before mentioned other than such payments as is included in the contract.

After the works shall have been so completed by persons other than the contractor, under the provisions herein before contained, the Institute shall give notice to the contractor to remove his plat and all surplus materials as may not have been used in the completion of the works from the site.

If such plant and materials are not removed within a period of 14 days after the notice shall have been given, the Institute may remove and sell the same, holding the proceeds less the cost of the removal and sale, to the credit of the contractor. The Institute shall not be responsible for any loss sustained by the Contractor from the sale of the plant in the event of the Contractor not removing it after notice.

35. **CERTIFICATES AND PAYMENTS:**

The contractor shall be paid by the Institute after due checking and after making necessary correction from time to time, by instalments under Interim Certificates on account of the works executed by the contractor based on the joint measurements taken by the contractors representative when in the opinion of the Institute, work to the approximate value named in the Appendix as "Value of work for Interim Certificates", (or less at the reasonable discretion of the Institute) has be executed in accordance with the Contract, subject however, to a retention of the percentage of such value named in the Appendix hereto mentioned as "Retention Percentage for Interim Certificates", until the total amount retained shall reach the sum named in the appendix as Total Retention Money, after which time the instalments shall be upto the full value of the work subsequently so executed plus such amount as he may consider proper on account of materials delivered upon the site by the contractor for use in the work and available on the date of billing.

And when the works have been virtually completed, the contractor shall be paid by the Institute after satisfying itself, the sum of money named in the Appendix as 'Instalment after Virtual Completion' being a part of the said Total Retention Money.

The Contractor shall be entitled to the payment of the final balance (balance security deposit/retention money) in accordance with the final certificate to be issued in writing by the Institute at the expiration of the period referred to as 'The Defects Liquidation Liability period' in appendix hereto, from the date of virtual completion or as soon after the expiration of such period as the work shall have been finally completed and all defects made good according to the true intent and meaning hereof, whichever shall happen, provided always that the issue by the Institute of any Certificate during the progress of the works or after the completion shall not relieve the contractor from his liabilities in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or any matter dealt within the certificate, and in case of all such defects and insufficiencies in the works or materials, which reasonable examination would have disclosed. No certificate of the Institute shall by itself be conclusive evidence that any works or materials to which it relates are in accordance with the contract.

The Institute shall have power to withhold any Certificate, if the works or any parts thereof are not being carried out to its satisfaction. The Institute may by any certificate make any correction in any previous Certificate, which shall have been issued by it. Payment shall be made within the period named in the Appendix as 'Period of Honoring of Certificates, after such certificates have been delivered to Institute.

36. **NOTICES:**

Notices for Institute, or the Contractor may be served personally or by being left at or sent by registered post to the last known place of abode or business of the party to whom the same is to be given or in the case of the contractor by being left on the works. In case of a company or corporation, notices may be served at or sent by registered post to the Registered Offices of the Company or Corporation. Any notice sent by registered post shall be deemed to be served at the time, when in the ordinary course of post, it would be delivered.

37. **TERMINATION OF CONTRACT BY THE INSTITUTE:**

If the contractor being an individual or a firm, commit any act of insolvency, or shall be adjudged as Insolvent or being an incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the Supervision of the Court and of the Official Assignee of the Liquidator in such acts of insolvency or winding up, shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Institute that he is able to carry out and fulfill the contract, and to give security thereof, if so required by the Institute.

Or

if the contractor (whether an individual, firm or incorporated Co.) shall suffer execution to be issued.

Or

shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.

Or

shall assign or sublet this contract without the consent in writing of the Institute first obtained.

Or

shall charge or encumber this Contract or any payments due or which may be due to the Contract thereunder.

Or

if the Institute shall certify in writing that the contractor,

- a. has abandoned the contract or
- b. has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 7 days, after receiving written notice to proceed, or
- c. has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- d. has failed to remove materials from the site or to pull down and replace work for 7 days after receiving written notice that the said materials or work were condemned and rejected by the Institute under these conditions, or
- e. has neglected persistently to observe and perform all or any of the acts, matters or things by this contract to the observed and performed by the Contractors for 7 days after written notice shall have been given to the contractor requiring the contractor to observe or perform the same, or
- f. has to the detriment of good workmanship or in defiance of the Institute's instructions to the contrary, sublet any part of the contract.

Then and in any of the said cases the Institute, may not withstanding any previous waiver, after giving 7 days notice in writing to the contractor, determine the contract, if the contract has not been so determined and as if the works subsequently executed has been executed by or on behalf of the contractor.

And further, the Institute may take possession of the works and all plants, tools, scaffoldings, sheds, machinery, and other equipment and materials also laying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completion the works or by employing any other contractors or other persons to complete the works and the contractor shall not in any way interrupt or do not act, matter or thing to prevent or hinder such other contractor or other persons or person employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or soon thereafter as convenient, the Institute shall give a notice in writing to the contractor to remove his surplus materials and plant, and should the contractor fail to do so, within a period of 14 days, after receipt thereof by him, the Institute shall sell the same by publication and shall give credit to the contractor for the amount realized. The Institute shall thereafter ascertain what shall be due to or payable by the Institute for the value of the said plant and materials so taken possession of by the Institute, and the expense or loss, which the Institute shall have incurred due to the contractor, and the amount which shall be so certified shall thereupon be paid by the Institute to the contractor or by the contractor to the Institute, as the case may be.

38. TERMINATION OF CONTRACT BY CONTRACTOR:

If payment of the amount payable by the Institute unpaid for 30 (thirty) days after notice in writing requiring payment of the amount, as aforesaid shall have been given by the Contractor to the Institute, or if the Institute obstructs the issue of any such certificates, or if the Institute commits any Act of insolvency, or if the Institute (being an incorporated company) shall have an order made against him or pass an effective.

Resolution for winding up, either compulsorily or subject to the supervision of the Court or voluntarily, or if the Official Liquidator or the Institute shall repudiate the contract, or if the Official Liquidator in any such winding up shall be unable within 15 days notice to him requiring him to do so, to the reasonable satisfaction of the contractor that he is not able to carry out and fulfill the contract and to give security for the same (including Earnest money), or if the works be stopped for any payments due, and to become due thereunder and if required under the order of the Institute or by an injunction or other order of any court of law, then in any of the said cases, the contractor shall be at liberty to determine the contract by notice in writing to the Institute, and he shall be entitled to recover from the Institute, payment for all works executed and for any losses he may sustain, upon any plant or materials supplied or purchased or prepared for the purpose of the contract.

In arriving at the amount of such payment, the net rates contained in the contract shall be followed, or where the same may not apply, valuation shall be made in accordance with clause 22 thereof.

39. Matters to be finally determined by the Institute (Called excepted matters) which shall be final, conclusive and binding on the following matters:

- a) Instructions
- b) Transactions with local authorities
- c) Proof of quality of materials
- d) Assigning or under letting of the contract,
- e) Certificate as to the causes of delay on the part of the contractor and justifying extension of time or otherwise,
- f) Rectification of defects pointed out during the defects liability period.
- g) Notice to the contractor to the effect that he is not proceeding with due diligence.
- h) Certificate that the contractor has abandoned the contract.
- i) Notice for determination of the contract by the Institute.

SPECIAL CONDITIONS OF CONTRACT

1. INSPECTION OF DRAWINGS:

Before filling in the tender, the contractor will have to check up all drawings and Schedule of quantities, and will have to get immediate clarifications from the Institute on any point, that he feels is vague or uncertain. No claim/damages or compensation will be entertained on this account.

2. CONTRACTOR TO VISIT SITE:

Each tenderer must, before submitting his tender, visit the site of works, so as to ascertain the physical site conditions prices and availability and quality of materials according to specifications before submitting the quotations. No excuse regarding non-availability of any materials or changes in the price will be entertained or extra allowed on that account.

The existing adjacent buildings belonging to Govt/private which are in close proximity of the proposed works, hence the contractor shall cater for all arrangements to carry out the work without causing any disturbance to the occupants by providing screens with bamboo matting or other suitable material approved by Institute. The contractor shall ensure that no dust or construction material falls near/around the existing buildings.

3. EXECUTION OF WORK (PRICES TO INCLUDE):

- i) The whole of the work as described in the Contract (including the Schedule of Quantities, the specifications and all drawings pertaining thereto) and as advised by the Institute from time to time is to be carried out and completed in all its parts to the entire satisfaction of the Institute. Any minor details of construction, which may not have been definitely referred to in this contract, but which are usual in sound building, road and all construction practice and essential to the work, are deemed to be included in this contract. Rates quoted in the Tender is inclusive of transportation and other over heads.

The rates quoted in the tender should also include all charges for:

- a) 1. Carrying
 2. Hauling
 3. Labour
 4. Fixing
 5. Watering
 6. Cleaning
 7. Making good and
 8. Maintenance etc.
- b) The contractor should arrange timely at his cost for all required.
- i) Plant, machinery, scaffolding, formwork, ladders, ropes, nails, spikes, shuttering, temporary supports, platforms, tools, all materials etc., required for executing the work, and protecting them from weather and other normal/natural causes.

- ii) Covering/protecting for the walling and other works, during inclement weather, strikes etc., as and when necessary and or as directed.
 - iii) All temporary canvas covers/covering, lights, tarpaulin, barricades, water shoots etc.
 - iv) All stairs and steps, thresholds and any other requisite protection for the works.
 - v) All required temporary weather-proof sheds at such places and in a manner approved by the Institute, for the storage and protection of materials, against the effects of sun and rain.
 - vi) All required temporary fences, lighting/sign-boards etc., guards, approaches and roads as may be necessary for execution of the contract works and for safe guarding the public.
- c) The Institute will be the sole judge in deciding as to the suitability or otherwise of the tools/formwork/machinery or plant that may be brought to the work site by the contractor for the proper execution of the work.
- d) The rates quoted by the tenderer in the Schedule of Probable items of work will be deemed to be for the finished work.

4. **SCHEDULE OF QUANTITIES:**

The Schedule of quantities forms part of the contract, but the Institute reserves the right to modify the same or any part thereof as per variation clause stated herein below. The contractor shall not be allowed any compensation or damages for the work which is so omitted or cancelled or added or substituted by the Institute.

5. **FILLING OF TENDERS: Rates of each item to be filled**

6. **ACCESS OF INSPECTION:**

The contractor is to provide at all times, during the progress of the works and the maintenance period, means of access with ladders, gangways etc., and the necessary attendants to move and adopt the same as directed for the inspection or measurement of the work by the Institute.

8. **DIMENSIONS:**

In all cases figured dimensions are to be accepted in preference to scaled sizes. Large scale details shall take precedence over small scale details/drawings. In case of any discrepancy, the contractor shall ask for a clarification, before proceeding with the work. Accordingly, if any work is executed without prior clarification, it is liable to be rejected and shall not be paid for,

7. **PROGRAMME OF WORKS:**

The contractor on starting the work shall furnish to the Institute a PERT/CPM programme, for carrying out the work stage by stage in the stipulated time, for the approval of the same and follow strictly the approved time schedule by incorporating changes, if any, so authorised by the Institute, to ensure the completion of construction work ins stipulated time. A graph or chart on individual item/group of items/trades of work shall

be maintained, showing the progress both in terms of quantities and value, week by week. The contractor shall submit to the Institute a weekly progress report stating the number of skilled and unskilled labourers employed on the work, working hours done, type and quantity of work done during the period.

The contractor must inform the Institute, 5 days in advance of requirement of respective drawings and details by him, from time to time. The contractor shall strictly adhere to the approved programme and arrange for the materials and labour etc., accordingly.

Despite repeated instructions, if the contractor fails to show satisfactory progress of the work, the Institute may take suitable action as deemed fit, including levying of liquidated damages not exceeding 0.50% of contract price without prejudice to any terms and conditions of the contract.

8. OFFICES, STORES, SHEDS ETC., ON THE SITE:

- a. The contractor shall provide for all necessary storage on the site, in a specified area for all materials, in such a manner that all such materials, tools etc., shall be duly protected from damages by weather or any other cause. Stores for storage of cement shall have all weather proof floors, walls and roof and have proper locking arrangements and must be secure. All these must be maintained till the work is completed and so certified by the Institute. Necessary and adequate watch and ward for all such accommodations and stores shall be provided for by the contractor at his cost and same included in the rates/amounts quoted by him. All such stores shall be cleared away and the ground left in good and proper order on completion of this contract unless otherwise expressly mentioned herein.

9. PROCUREMENT OF MATERIALS:

Contractor shall procure all the materials for the work from the open market. Time is the essence of the contract. Acceptance of the completion date by the contractor shall mean that he has taken into consideration the availability of all materials of approved make and quality in sufficient quantities at respective markets/sources, to enable him to complete the entire work in the stipulated period.

Contractor will get samples of all materials approved by the Institute, before placing order/purchase/procurement. They shall conform to relevant B.I.S. codes and or tender specifications as applicable.

For all materials, the contractor shall quote for the best quality of the materials of best make/source or supply and they should be got approved by the Institute, before procurement.

In case sufficient quantities of approved quality materials from approved sources are not available in time, contractor may have to procure the same from neighbouring areas even with longer leads, as required and directed, at no extra cost.

10.SANITARY ACCOMMODATION IN SITE:

The contractor shall provide and maintain at his own cost and expense adequate closet and sanitary accommodation for the use of his workmen and others in accordance with the rules and regulations of the relevant local authorities.

11. TESTING:

The contractor shall, as and when directed by the Institute, arrange to test materials and/or portions of the work at site in any approved laboratory at his own cost, in order to provide their soundness and efficiency. The contractor shall transport all the materials from site to the approved laboratory at his own cost. The contractor shall carryout all the mandatory tests as per list attached at the frequencies stated therein. Even after such tests, any materials brought to site or incorporated in the works are found to be defective or unsound or not as per approved samples, the contractor shall remove the same and re-erect at his own cost and without any additional time/period for the same, with reference to the date fixed for completing the work. In case these tests are not carried out at the frequencies stated, then proportionate costs of materials not so tested, including cost of testing and quantities of items of work executed with such materials, if otherwise accepted for retention in the work, will be deducted from the dues to the contractor. The deductions will be worked out by the Institute and shall be final and binding on him.

Tolerance on various material and items of work shall be allowed laid down in the documents below and the order of precedence shall be:

- a) Relevant Indian Standards Specifications.
- b) CPWD norms.
- c) Manufacturer's Specifications.

In absence of above Institute's decision basing on the general practice being following shall be final.

12. SITE MEETINGS:

A senior representative of the contractor shall attend weekly meetings at works site; and in additions, meetings as and when arranged by Institute to discuss the progress of the work and sort out problems, if any, and ensure that the work is completed in the stipulated time.

13. CUSTODY AND SECURITY OF MATERIALS:

The contractor shall be responsible for the custody and security of all materials and equipment at site and he will provide full time watchman/watchmen to look after his materials, stores, equipments etc., at site and ensure that at no time unauthorized persons gains any access at works site.

14. NOTICES:

The contractor shall give all notices and pay all necessary and relevant fees and shall comply with all Acts and Regulations, for the successful completion of the contract work.

15. STATUTORY REGULATIONS:

The whole of the work is to be complied with, as per the requirements and by laws of the relevant statutory authorities, including Contract Labour (Regulation and Abolition) Act, 1970 of Local Government.

16. MEASUREMENT TO BE RECORDED BEFORE WORK IS COVERED UP:

The contractor shall take joint measurements with the Institute's representative before covering up or otherwise placing beyond the reach of measurement any item of work. Should the contractor neglect to do so, the same shall be uncovered at the contractor's expense or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.

17. **WORKING AT NIGHT OR ON HOLIDAYS:**

The contractor can carry out work only with prior permission of the Institute and with proper supervision. If the contractor is required to do preliminary works at night, in order to complete the work within the Time Schedule, the contractor shall provide and maintain at his own cost necessary and sufficient barricades/lights etc., to enable the work to proceed satisfactorily without danger. Approaches to the site also shall be sufficiently lighted by the contractor.

18. **WORKING ON HOLIDAYS:**

Work shall be permitted to do on holidays with advance notice to the Institute.

19. **ACTION WHERE THERE IS NO SPECIFICATION:**

In case of any item/class of work, for which there is no specification mentioned (either in part or full), the same will be carried out in accordance with the relevant CPWD specifications (only for the specifications missing in the contract) and if not available even there (either in part or full) in, relevant standards of BIS shall be followed (only for the portions of specifications missing in the contract specifications and CPWD specifications). Indian standard specifications, subject to the approval of the Institute.

20. **REPORTING OF ACCIDENT TO:**

The contractor shall be responsible for the safety of all persons employed by him on the works and shall report accidents to any of them, whenever and wherever occurring on the works, to Institute who shall make every arrangement to render all possible assistance. This shall be without prejudice to the responsibility of the Contractor, under the Insurance clause of the General Conditions. Contractor shall take all the precautions as detailed in the safety code attached separately.

21. **CLEARING THE SITE ON COMPLETION/DETERMINATION OF WORKS:**

The contractor shall clear the site of works as per the instructions of the Institute. The site of works shall be cleared of all men, materials, sheds, huts etc., belonging to the contractor. The site shall be delivered in a clean and neat condition, as required by Institute, within a period one week after the job is completed. In case of failure by the contractor, the Institute, have the right to get the site cleared to his satisfaction at the risk and cost of the contractor.

22. **POSSESSION OF BUILDINGS/WORK COMPLETED:**

The contractor shall hand over to the Institute possession of the completed works in stages, as and when required, and as directed by the Institute.

The Institute will take over the possession of completed works in stages and defects liability period will commence only from the date of final handing over of all the work accordingly.

23. TYPOGRAPHIC, CLERICAL AND OTHER ERRORS:

The Institute's clarification regarding partially omitted particulars or typographical, clerical and other errors shall be final and binding on the contractors.

24. INFORMATION TO BE SUPPLIED BY THE CONTRACTOR:

The contractor shall furnish to the Institute the following from time to time:

- a. Detailed industrial statistics regarding the labour employed by him, etc., every month (within 5th of succeeding month),
- b. The Power of Attorney, name and signature of his authorised representative, who will be in charge for the execution of work.
- c. The list of technically qualified persons (to be approved by the Institute) employed by him for the execution of the work within 15 days from date of start of work,
- d. The total quantity and quality of materials used for the works, every month within 5th of succeeding month. Failure to submit any of these details in time, shall be treated as a breach of the contract and likely to result in,
 - i) Levying a fine of Rs.500 for each default for each month, and or
 - ii) Withholding payments, otherwise due.
 - iii) For the periods for which name of technically qualified persons are not given or for which such persons are not employed, recoveries shall be made at Rs.25,000/- per month for each month of default.

In all these matters the decision of the Institute shall be final and binding.

FORCE MAJEURE:

Neither party shall be held responsible by the other for breach of any condition of this Agreement, attributable to any "Act of God", Act of State, Strike, lock-out or control or any other reason, beyond the control of the parties and any breach of clauses arising from such Force Majeure conditions as aforesaid shall not be regarded as breach of the provisions of this Agreement.

25. INSTITUTE'S DRAWINGS AND INSTRUCTIONS:

A set of major drawings, along with the contract documents shall be provided to the contractor. If any clarification or further drawings are required by the Contractor during or before the start of construction work, the contractor shall inform the Institute sufficiently in advance in writing to provide the same. Working details will be given to the Contractor from time to time, during the progress of work, as and when required. In case, any other drawing/detail is required by the contractor, he will give a minimum of fifteen days notice to the Institute.

27. COMPLETION OF WORK AND LIQUIDATED DAMAGES:

The work shall be completed within the Stipulated time as per NIT. Time is the essence of the Contract. The Contractor shall strictly adhere to the programme/chart agreed to. In case the contractor fails to complete the work as mentioned above, the liquidated damages may be imposed at the rate of 0.5% per each week (or part thereof) of delay.

28. BILLS OF PAYMENTS:

The minimum value of work for interim payments will be as stated in Appendix (Minimum interim will be subject to completion of work in minimum 4 ducts. No monetary ceiling). The contractor shall submit interim bills, on the basis of joint measurements recorded at site by the contractor's and Institute representatives. The Institute will make payment as stated in the Appendix to General Conditions of Contract. All such interim payments shall not be considered as an admission of the due performance of the contract or any part thereof in any respect and shall not preclude the requiring of bad unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected at contractor's cost, all as per Institute's instruction and directions.

29. WORKMANSHIP:

Quality of materials and workmanship shall conform strictly to specifications given/stipulated in the tender/contract, and contractor will ensure that the best quality of work will be done to the satisfaction of the Institute, with strict control on the materials, workmanship and supervision.

30. SCHEDULE OF QUANTITIES:

Quantities mentioned in the Schedule of Quantities, included in the contract, are approximate and are subjected to variations as per actual site conditions & requirements and as directed by the Institute. The work shall be executed and completed accordingly.

31. SITE SUPERVISION:

The contractor shall appoint at his own cost competent and adequate number of qualified Engineers at site, for (1) joint measurements and preparations of bills. (2) for testing materials at site and outside laboratory. (3) for other general supervision. Their appointment shall be approved by the Institute. The site engineers shall not be removed from the site without the written consent of the Institute.

32. RATES:

Contractor shall quote all the rates both in figures and in words and any alterations shall have to be initialed by the contractor. Rates quoted by the contractor for the same item in different schedules shall be same, and in case different rates are quoted, the lowest will be taken as correct and the schedule corrected accordingly. In case of discrepancy between rates given in words and figures or in the amount worked out, the following procedure will be followed:

In case of item rate tender:

The tenderers shall quote their rates for individual items both in words and figures in case of discrepancy between the rates quoted in words and figures the unit rate quoted in words will prevail. If no rate is quoted for a particular item the contractor shall not be paid for that item when it is executed.

The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the amount will be corrected.

The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the contractor would be paid accordingly.

The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed, he should immediately bring to the knowledge of the Institute.

33. INCOME TAX:

Income tax shall be deducted at source by the Institute from the contractor's interim and final bill payments as required by law.

34. **PAYMENT:**

No payment whatsoever shall be made by the Institute, if the Contractor abandons the work, due to any site difficulties etc.,

35. **PERMISSION:**

The contractor shall also obtain necessary permission approvals from the relevant authorities shall be obtained by the contractor at no extra cost.

36. MAINTAINING REGISTERS AT SITE:

The contractor shall maintain registers for consumption of various specials, testing of materials etc., in the proforma which shall be given by the Institute from time to time.

37. AGREEMENT:

The successful contractor shall be required to enter into an agreement in accordance with the Draft Agreement and Schedule of Conditions etc., within 7 days from the date the contractor is advised by the Institute that his tender has been accepted. The contractor shall pay for all stamps and legal expenses incidental thereto. However, the written acceptance of the tender by the Institute, will constitute as a binding contract between the Institute and contractor, whose tender has been accepted, whether such formal agreement is or is not subsequently executed.

38. INSURANCE:

The contractor shall provide insurance in respect of damage to persons and property and firm insurance as per clauses of General conditions of contract. In addition, he will also insure against riots and civil commotion.

The insurance shall also cover third party and all the persons working at site and visitors including contractor's, worker's, Institute's staff, other contractor's workers etc. The contractor shall indemnify the Institute against any claim or compensation or mishaps of whatsoever nature at site during the progress of work.

The contractor shall prove to the Institute from time to time that he has taken out all the insurance policies as required and directed and has paid the necessary premium for keeping the policies valid as per the Conditions of Contract.

In case of failure by the Contractor or sub-contractor to effect and keep in force the insurance policies, then the Institute, without being bound to, may pay such premiums as may be necessary and deduct the same from any money due or which may become due to the contractor or recover the same as a debt due from the contractor.

39. **WORK PERFORMED AT CONTRACTOR'S RISK:**

The contractor shall take all precautions necessary and shall be responsible for the safety of the work and shall maintain all lights, guards, signs, barricades, temporary passages or other protection necessary for the purpose. All work shall be done at the contractor's risk and if any loss or damage shall result from fire or from any other cause, the contractor shall promptly repair or replace such loss or damage free from all expenses to the Institute. The Contractor shall be responsible for any loss or damage to materials, tools or other articles used or held for use in connection with the work. The work shall be carried on to Institute or of others and without interference with the operation of existing machinery or equipment, if any.

40. **PHOTOGRAPHS:**

The contractor at his own cost shall take photographs of site during the progress of the work as directed by the Institute and submit two copies of each photograph with minimum size 20 cm x 15 cm.

41. **SPECIAL CONDITIONS OF CONTRACT:**

In the event of any discrepancy with clauses mentioned anywhere else in the tender with the clauses mentioned within special conditions of contract, the clauses mentioned within the special conditions of contract shall supersede there mentioned elsewhere.

42. **BIS CODES**

It is compulsory for the contractor to keep all the B.I.S. codes mentioned in this tender document at his cost at the site to ensure the proper supervision/quality of work and materials.

43. **AS BUILT DRAWINGS**

The contractor shall prepare and submit a set of as-built drawings, duly certified by the Institute. The set consists of 2 soft copies and 3 sets of hard copies.

GENERAL SPECIFICATIONS

1. **These specifications are for the work to done, items to be supplied and materials to be used in the works as shown and defined on the drawings and described herein all under the supervision and to the satisfaction of the Institute.**
2. The workmanship is to the best available and of a high standard, use must be made of 'specialist' tradesman in all aspects of the work and allowance must be made in the rates for doing so.
3. The materials and items to be provided by the contractor shall be the best of their respective kinds and as approved by the Institute in accordance with samples, which may be submitted for approval and generally in accordance with the specifications.
4. Samples of all materials including these specified by name of the manufacturer or the brands, trades name or the Institute for its approval before the contractor either orders or delivers in bulk to the site. Samples together with their packings are to be provided by the contractor free of any charge and should any materials be rejected, the same will be removed from the site at the expenses of the contractor.
5. Should it be necessary to prepare shop drawings, the contractor at his own expenses prepare and submit at least four sets of such drawings to Institute for approval.
6. The contractor shall produce all invoices, vouchers or receipts account of all purchases done by him for materials if called upon to do so either by Institute.
7. The contractor should verify all measurements given in the drawing at the site before commencing the work. Any difference should be clarified with the Institute before commencing the work.
8. The contractor shall submit Bar chart (CPM Method) for the complete work within one week of letter of acceptance of tender and get the same approved from Institute. In advance to co-ordinate the work with other agencies.
9. In order to complete the work in time, the contractor may have to work in more than one shift and beyond office hours. He will do so without any extra charges and without causing any disturbance/inconvenience to the neighborhood.
10. The contractor shall make necessary security arrangements at the site for the safety of his tools, materials and equipment etc., at his own cost.
11. The contractor shall quote his rate including the cost of materials as specified, corresponding wastages, labour, sales tax or any other taxes and duties, octroi, transportation to worksite etc.

The rates are firm and no escalation on any account shall be allowed on accepted rates.

12. The contractor shall be responsible for providing and maintaining temporary coverage required for the protection of dressed, finished or semi-finished works if left unprotected. He is also to clean out all shavings, cut ends and other wastages from all parts of the work at his expenses.

13. **List of Indian Standards referred to:**

IS : 1200 : Latest	Measurements of buildings & Civil Engineering works , methods of
IS : 1137 – 1965	Specification for ready mixed paint brushing
IS : 113 – 1950	matt or egg shell flat/wooden coating under-
IS : 133 – 1975	coating/finishing, Grey filler etc., for
IS : 110 – 1968	interiors.
IS : 129 – 1950	

14. **Inspection and Testing:**

The Institute shall be entitled at all times at the risk of contractor to inspect and/or test by itself or through an independent agency appointed to inspect, and/or test all the materials, components, and items of work at the expenses of the contractor. All such tests shall be done as per ISI guidelines and as directed by Institute.

SAFETY CODE

Suitable scaffolds should be provided for workman for all the works that cannot safely be done from the ground or from solid construction, except in cases of short duration works, which can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450mm and a maximum rise of 300mm. Suitable foot and hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal to 4 vertical).

Scaffolding or staging more than 300mm above the ground or floor, swung or suspended from an overhead support, shall be erected with stationery supports and shall have guard rails properly attached, bolted, braced and otherwise secured and at least 900mm high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends there of with only such openings as may necessary for the access of persons and delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform or the gangway or the stairway is more than 3-6m above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened, as described in (ii) above.

Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing, whose minimum height shall be 900mm.

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 9 M in length while the width between side rails in ring ladder shall be in no case be less than 300mm. For longer ladders, this width should be increased at least 6mm for each additional foot of length. Spacing of steps shall be uniform and shall not exceed 300mm.

Adequate precautions shall be taken to prevent danger from equipment. At the work site, no materials shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall also provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defense 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 damages and costs, which may be awarded in such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

II. Demolition:

Before any demolition work is commenced and also during the progress of the work.

- a. All roads and open areas adjacent to the work site shall either be closed or suitably protected.

- b. All practical steps shall be taken to prevent danger to persons employed, from the risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so over- loaded with debris or materials, so as to render it unsafe.
- III. All necessary personal safety equipments as considered adequate by the Institute should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by the concerned.
- a. Workers employed in mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
- b. Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.
- c. Those engaged in welding works shall be provided with welder's protective (eye) shields.
- d. Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- e. When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manhole and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accidents to the public.
- f. The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.
- i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
- ii) Suitable face masks should be supplied for use to the workers when paint is applied in the form of spray or a surface having lead paint is rubbed and scrapped.
- iii) Overalls shall be supplied by the contractors to the workers and adequate facilities for washing shall be provided to the working painters during and on cessation of work.
- iv. When the work is done near any place, where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provisions should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- v. Use of hoisting machine and shackle including their attachments, in charge and supports shall conform to the following standards or conditions.
- 6.a. These shall be of good mechanical construction, sound material and adequate strength and free from any patent defects and shall be kept in good working order.

- b. Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
7. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding or give signals to the operator.
8. 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, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
9. In case of departmental machines, the safe working load shall be notified by the Institutes. As regards contractor's machines the contractor shall notify the safe working load of the machines to the consultants, whenever he brings any machinery to site of work and get it verified by the consultants.
- i. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce and minimise the risk of accidental descent of loads. Adequate precautions should be taken to reduce to the minimum risks of any part of a suspended load becoming accidentally displaced. Sleeves and boots as may be necessary should be provided, whenever workers are employed on work sites. The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.
- ii. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition. No scaffold, ladder, or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near place of work.
- iii. To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the contractor shall be open to inspection by the Institute.
- iv. These safety provisions should be brought to the notice of all concerned by display of a notice board at a prominent place of the work spot. The person, responsible for compliance of the safety code, shall be named therein by the contractor.
- v. Notwithstanding the above clauses, there is nothing in these to exempt the contractor from the operation of any other Act or Rules in force in the Republic of India.

LABOUR LAWS AND RULES

The Site Engineer shall ensure that the contractor maintains relevant records and fulfils all conditions and requirements in accordance with

- a. The payment of Wages Act
- b. Institute's Liability Act
- c. Workmen's Compensation Act
- d. Contract Labour (Regulations & Abolition) Act 1970 and Central Rules 1971.
- e. Apprentices Act 1961.
- f. Any other Act or enactment relating thereto and rules framed thereunder from time to time.

The Site Engineer shall refrain from involving himself and the supervisors under him by comments/advice/attempts at mediation in any kind of labour dispute at site. His job is only to report to his superiors any happenings of this sort in an objective manner.

INSTITUTE'S RESPONSIBILITY – CONTRACT LABOUR (REGULATIONS AND ABOLITION) ACT 1970 AND RULES 1971

With a view to ensuring that the provisions of the Act are not contravened, the Site Engineer should give particular attention to the following points and see that all the provisions of the Act are enforced:

1. Principal employer (IDRBTs) is registered as per the Act.
2. Contractor holds a licence under the Act from the Local Labour Commissioner for the appointment of Contract labour.
3. Required notice boards, registers and records as provided in section 29 of the Act are maintained by the contractor.
4. Payment of proper wages as per the rules are effected within the prescribed time limits by the contractor.
5. Prescribed facilities and amenities are provided by the contractor.
6. Proper efforts are made by the contractor to set right contravention of law, as soon as the notice pointing out the same is received from the Labour Enforcement Officer, and reports "on action taken" are sent to the Labour Enforcement officer at the earliest with copies to the Institute.

SPECIAL CONDITIONS.

1. Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, what ever the cause of the delays may be, including delays arising out of modifications to the work entrusted to him or in any subcontract connected there with or delays in awarding contracts for other trades of the project or in commencement or completion of such works in obtaining water and power connections for construction purpose or for any other reason what so ever and the Institute shall not be liable for any claim in respect thereof. The Institute does not accept liabilities for any sum besides the tender amount, subject to such variations as are provided for herein.
2. **The successful tenderer is bound to carry out any items of work necessary for completion of the job no additional items (other than included in the commercial bid) will be considered by the Institute.**
3. The contractor must bear in mind that the work shall be carried out strictly in accordance with specifications made by the Institute.
4. Contractor shall strictly comply with the provisions of safety code in addition to all local rules and regulations.
5. The contractor shall be responsible for the observance of all rules and regulations framed by the government under the contract labour act. The Institute shall be entitled to deduct all losses, damages that he might suffer on account of non-observance of these rules by the contractor, from the amount payable to the contractor.
7. Time shall be considered the essence of this contract. The entire work must be completed Stipulated time as per NIT. If the completion of the work is delayed, applicable penalty will be imposed as per NIT.
8. The successful tenderer shall submit the phased programme of execution of different items of work within 2 days after receipt of acceptance letter.
9. **Before filling in the tender the contractor will check all the drawings and schedule of quantities and will get an immediate clarification from the Institute on item not clearly understood. No claims for any loss or compensation will be entertained on this account.**
10. All the work shall be carried out as per detail drawings and specifications or as directed by Institute.
11. The rates quoted in the tender shall be for the finished items of work. They shall include all the charges labour, materials, transportation of material equipment, double scaffolding water and electric charges, tool and plants, marking out and cleaning of site, to do all things necessary to provide complete finished item for work consistent with the specifications attached to this tender document. The rates shall be inclusive of octroi duty, excise duty, packing and forwarding, loading or unloading or any other duties or fees levied by any government, public or local bodies. The rates shall be firm and shall not be subject to exchange variations, labour conditions or any other conditions whatsoever.
12. The calculations made by the tenderer should be based upon the probable quantities of the several items of work which are furnished for the tenderer's convenience in the schedule of quantities ,but it must be clearly understood that the contract is not a lumpsum contract , that neither the probable quantities nor the value of

individual items nor the aggregate value of the entire tender will form part of the contract and that the Institute / Institutes do not in any way assure the tenderer or guarantee that the work would correspond there to.

13. Adequate engineering and technical staff to be appointed at site. contractor should inform of their number and qualification. An Approval of Institute should be taken prior to appointing such technical staff on site.
14. **The contractor shall keep the tender submitted by him open for acceptance for a minimum period of 3 months from the date of its submission** .When once the tender is accepted the rates quoted by the successful tenderer shall be firm and the variation in rates of any one or all the items on any account shall not be allowed during the entire duration of the contract.
15. During the execution of work, contractor must check the work with his drawings .The contractor shall be responsible for all the errors in this connection and shall have to rectify all the defects at his own cost, failing which the Institute reserves the right to get the same rectified at the risk and cost of contractor.
16. No claim for extra item or deviation from specification shall be entertained unless the same is pointed out and accepted as such before the work is taken in hand or within 7 days of work by the successful tenderer.
17. The contractor shall comply with all bye- laws and tax regulations (including GST) of local and other statutory authorities having jurisdiction over the works and shall be responsible for the payment of all the fees and other charges and for giving and receiving of all necessary notices drawings and test certificates.
18. The successful tenders shall properly safeguard against damage or injury to the public and to any property or thing and shall alone be responsible for any such damage and injury to any person or persons or thing arising in connection with it's execution of work .The successful tenderer shall protect and hold harmless the Institute against any or all claims for any such injury or damage.
19. The work in every respect during the progress and till final acceptance by the Institute, including raw materials delivered at the site to be incorporated or used in the work by the successful tenderer will be at his own risk . Any loss or damage to any such material or work shall immediately be replaced by the successful tenderer at his own expense.
20. The Institute shall have the right to direct the contractor to purchase and use the materials from any source for proper execution of work.
21. The Institute's authorized representatives shall have full power for inspecting the contractor's works or at any place from which the material is obtained. Acceptances of any such materials shall no way relieve the contractor of his responsibility for meeting the requirements and /or analysis not called for in the specifications shall be borne by the Institute in case the material or work is found defective or of inferior quality tests and /or analysis shall be done in the laboratory approved by the Institute and the contractor shall permit their authorized representative to be present during any of the tests and /or analysis.
22. **INSURANCE**

The contractor shall indemnify the Institute up to CAR Policy (Contractor's All Risk Policy) against all claim which may be made against IDRBT by any member of the public or third party in respect of anything which may arise in consequence thereof and shall at his own expense arrange to effect and maintain up to one month, after the virtual completion from an office approved by the IDRBT a policy of insurance in the joint

names and deposit such policy or policies with the Institute from time to time during the currency of this contract. The contractor shall also indemnify IDRBT against all claims which may be made upon the Institute under the workman's compensation act or any other statute in force during the currency of this contract or at common law in respect of any employee of the contractor or any sub contractor and shall at his own expenses effect and maintain upto one month after virtual completion of the contract, from an office approved by IDRBT a policy or policies of insurance in the joint names of the Institute and the contractor as aforesaid .The contractor shall be responsible for any other thing which may be excluded from the insurance policies above referred to and also for any other damage to any property arising out of and incidental to the negligent or defective carrying out of this contract.

He shall also indemnify IDRBT in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damage arising therefrom. IDRBT shall be at liberty and is hereby empowered to deduct the amount of any damages, compensation caused, charges and expenses arising or occurring from or in respect of any such claims or damages from any sum or sums due or to become due to the contractor.

23. WORKMAN AT SITE :

The contractors workpeople shall not be allowed to live on the site at any time throughout the contract nor to trespass beyond the limits of the site. The contractor will be held responsible for any acts of trespass by his workpeople.

24. DIMENSIONS :

Figures dimensions are to be taken in preference to scaled dimensions in all cases. Before commencing any work the contractor shall verify all measurements. If any discrepancies are found they shall immediately be brought to the notice of the Institute.

25. DISCREPANCIES

All the items shown on the drawings or specifications are taken to be included in both. Any discrepancies , which occur in either the drawings or specifications, shall immediately be brought to the attention of the Institute.

26. CUTTING AND MAKING GOOD

Where it is found necessary to interfere with finished work in order to execute this contract, the contractor will be required to do all necessary work at his expenses. Only approved hangers and bolts or other metal fixing devices shall be used to secure frames panels and other units in position .Wooden plugs will not be permitted .Holes shall be formed with electric drills whenever possible .Structural members shall not be cut or drilled without prior consent of the Institute .

27. MAINTENANCE AND GUARANTEE

The whole of the work to be performed under this contract shall be completed to the satisfaction of the Institute.

The contractor without additional charge to the Institute renew or replaces any works which prove faulty from workmanship or materials and fully maintain the whole installations for a period of 12 months after the commencement of defects liability period of the main contract and a sum of 5% of the contract amount shall be retained by the Institute for his period.

28. PREVENTION OF SPOIL DUMPING

The contractor shall take all reasonable steps to prevent spoil, rubbish, debris surplus materials etc.. arising from a work being dumped on an area other than a recognized or approved tipping area and the Contractor will be held responsible for and shall indemnify the Institute against any claim or loss arising therefrom.

29. LEAVE PERFECT:

The Contractor shall remove all rubbish and superfluous material from the site of the works with all reasonable speed from time to time and at completion.

The Institute reserves its right to clear contractors un cleared debris at contractors own cost without any reasons & not more than one notice will be given for this.

30. SETTLEMENT OF DISPUTES :

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used on the work or as to any other question, claim, right matter or thing whatsoever in any way arising out of our relating to the contract, designs, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- (a) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Institute or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to **Institute for Development and Research in Banking Technology (IDRBT), Castle Hills, Road no-1, MasabTank, Hyderabad-500057** and endorse a copy of the same to the Institute, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the IDRBT be in any way liable in respect of any claim by the contractor unless notice of such claim have been given by the Contractor to the **Institute for Development and Research in Banking Technology (IDRBT), Castle Hills, Road no-1, MasabTank, Hyderabad-500057**. in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to **Institute for Development and Research in Banking Technology (IDRBT), Castle Hills, Road no-1, MasabTank, Hyderabad-500057** in writing in the manner and within the time aforesaid.
- (b) **Institute for Development and Research in Banking Technology (IDRBT), Castle Hills, Road no-1, MasabTank, Hyderabad-500057** shall give its decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of **Institute for Development and Research in Banking Technology (IDRBT), Castle Hills, Road no-1, MasabTank, Hyderabad-500057**. submit his claims to the conciliating authority for conciliation along with all details and copies of correspondence

exchanged between him and **Institute for Development and Research in Banking Technology (IDRBT), Castle Hills, Road no-1, MasabTank, Hyderabad-500057.**

- (c) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the IDRBT for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- (d) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes of differences arising out of the notified claims of the contractor as aforesaid and all claims of the IDRBT shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by IDRBT. It will also be no objection to any such appointment that the Arbitrator so appointed is a Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Officer. 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 in the manner aforesaid by the said IDRBT. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by such IDRBT as aforesaid should act arbitrator.

The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules mad there under.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a IDRBT Officer.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their settlement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. 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 parities. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

31. TERMINATION OF CONTRACT BY INSTITUTE:

If the contractor (being an individual or a firm) commit any “ Act of Insolvency “, or shall be adjudged as insolvent, or shall make an assignment or composition of the greater part in number of amount of his creditors, or shall enter into a Deed of Assignment with his creditors, or (being an incorporated Company) shall have an order made against him or pass an effective Resolution for winding up either compulsorily, or Subject to the supervision of the court or voluntarily, or if the official Assignee of the contractor shall repudiate the Contract, or if the Official Assignee or the Liquidator in any such winding up shall be unable, within seven days after notice to them requiring him to do so, to show to the reasonable satisfaction of the Institute that he is able to carry out and fulfill the Contract and if required by the Institute to give a security there for, or if the contractor shall suffer any payment under this contract to be attached by or on behalf of any of creditors of the Contractor, if the Contractor shall assign or sublet the contract without the consent in writing of the Institute

first obtained, or if the contractor shall charge or encumber this Contract for any payments due or which may become due to the Contractor thereunder, or if the Institute shall certify in writing in its opinion the Contractor:

- (a) Has abandoned the Contract, or
- (b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the work for fourteen days after receiving from the Institute written notice to proceed, or
- (c) Has failed to proceed with the work with such due diligence and failed to make such due progress as would enable the works to be completed within time agreed upon or
- (d) Has failed to remove materials from site or to pull down and replace works within seven days after receiving from Institute written notice that the said materials or work were condemned and rejected by the Institute under these conditions or
- (e) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things required by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the contractor to observe or perform the same, or
- (f) Has to the detriment of good workmanship or in defiance of the Institute instructions to the contrary, submit any part of the contract or has used in the permanent works important materials which are substandard and not as per specification fraudulently making the Institute to believe that it is the specified material.

Then and in any of the said cases caused the Institute may, notwithstanding any previous waiver, after giving seven days notice in writing to the Contractor, determine the contract, but without thereby affecting the powers of the Institute or the obligations and liabilities of the Contractor, the whole of which shall continue to be in force as fully as if the contract has not been so determined and as if the works subsequently executed and being executed by or on behalf of the contractor. And further, the Institute by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, shed, machines, steam and other power utensils and materials lying upon premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workman in carrying on and completing of the works or by employing any other Contractor or any other person or persons to complete the works and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works, when the work shall be completed, or as soon thereafter as convenient, the Institute shall give a notice in writing to the Contractor, to remove his surplus material and plant and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Institute may sell the same by public auction and shall give credit to the Contractor for the amount so realized. The Institute shall thereafter shall assert and certify in writing under its hand what (if anything) shall be due or payable to or by the Institute, for the value of the said plant and materials so taken possession of by the Institute, and the expense or loss which the Institute shall have been put to in getting the works to be so completed, and the amount, if any owing to the Contractor and the amount which shall be so certified shall, thereupon, be paid by the Institute to the Contractor or by the Contractor to the Institute as the case may be, and the certificate of the Institute shall be final and conclusive between the parties.

- 32. The mode of measurements shall be as per IS: 1200.
- 33. CONTRACTOR SHOULD WORK TIME MENTIONED ON ALL WORKING DAYS HOLIDAYS TO KEEP UP TIME SCHEDULE. CONTRACTOR TO CO-ORDINATE WITH OTHER CONTRACTORS FOR SMOOTH EXECUTION OF WORK.
- 34. **The Contractor shall not be eligible for any material advance.**

ABSTRACT TERMS AND CONDITIONS:

1.	Defects Liability Period.	12 calendar months.
2.	Period for final measurement and valuation.	30 days.
3.	Date of commencement.	Within 7 days after confirmation / work order.
4.	Date of completion.	As Per NIT.
5.	Minimum value of Interim Certificate.	Minimum interim will be subject to completion of work in minimum 4 ducts. No monetary ceiling.
6.	Agreed liquidated damages.	0.50% of the total contract amount per week. Upper limit for imposing liquidated damages is limited to 5% of the contract value.
7.	Initial Security Deposit / EMD.	Rs 90,000/- to be paid along with the Tender.
8.	Retention Money.	10% of interim certificate amount of running account bill.
9.	Total retention money in final bill including EMD / ISD Amount.	5% of the contract value.
10.	Installment after virtual completion.	Initial Security Deposit / EMD – after the contractor removes all the left over materials, machinery etc.,
11.	Period of honoring certificate.	15 days for RA bill and 30 days for Final Bill.
12.	Income Tax Deduction and S. T. under works contract act.	As per Central Government rules.
13.	Insurance, Custom duties and taxes.	To be provided and paid by contractor.
14.	Price Escalation.	Will not be considered.
15.	Rate of BOQ's items.	To include item complete in all respects.
16.	GST TAX:	The rate quoted by contractor must be exclusive of GST. GST will be paid as per prevailing government norms. <u>Please indicate the present applicable GST.</u>

**LIST OF APPROVED MANUFACTURERS / NATURAL SOURCES OF MATERIALS TO BE USED IN THE WORKS
SUBJECT TO THE APPROVAL OF SAMPLES INSTITUTE.**

<u>S. No.</u>	<u>MATERIAL NAME.</u>	<u>BRAND / MANUFACTURER.</u>	<u>Please indicate the Brand proposed to use</u>
01	CPVC PIPES	ASHIRVAD / SUPREME/ ASTRAL	
02	PVC PIPES	PRINCE / SUDHAKAR	
03	SWG PIPES	INDO OR ANY OTHER APPROVED BRAND.	
04	CEMENT	ULTRATECH, ACC, (43 GRADE FOR PLASTERING WORKS).	
05	CLAY BRICKS	TABLE MOULDED ,GOOD QUALITY BRICKS.	

NOTE: The Contractor shall use only above mentioned material. All materials shall confirm to the specifications laid down. The Contractor shall take this into account while tendering rates / prices. All materials and sections used should adhere to the manufacturer's guidelines and the contractor has to submit certificate from the manufacturer on usage of their specified product / sections.