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

E-TENDER FOR

PROPOSED RENOVATION OF "ONE BHK FLATS"
(12 NOS AT M-BLOCK, 2nd &3rd FLOORs)
AT IDRBT STAFF QUARTERS, BEGUMPET,
HYDERABAD.

IDRBT Ref. No: IDRBT/EST/RMSG/231/2026-27 Date: 09.11.2026

MSTC Ref No: IDRBT/Head Office/Procurement/1/26-27/ET/1[Renovation of 1BHK 12 Flats]
PART-I (TENDER SCHEDULE)

THROUGH TWO BID E-TENDERING PROCESS

Name of Bidder: _____

Address: _____

_____

Date of Release of Tender : 09.11.2026
Last date of Submission of tender : Before 15:00 Hours on 26.11.2026

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

R S SIRISHA

Digitally signed by R S SIRISHA
Date: 2026.11.09 12:39:51 +05'30'

2. INDEX

S. No.	Description
1	Cover Page
2	Index
3	Important Instructions to Bidders
4	Notice Inviting Tender (NIT)
5	Eligibility Criteria
6	Form of Tender
7	Notice to Contractor
8	Articles of Agreement
9	General Conditions of Contract
10	Special Conditions of Contract
11	General Specifications
12	Safety Code
13	Labour Laws and Rules
14	Special Conditions
15	Technical Specifications – Civil works
16	Technical Specifications – Electrical works
17	Format of Guarantee for Post-Construction Anti Termite treatment
18	List of Approved Makes and materials

3.Important Instructions to Bidders

1. This tender is for the “Proposed Renovation of “One BHK Flats (12 Nos at M-Block, 2nd & 3rd Floor) at IDRBT Staff Quarters, Begumpet, Hyderabad”.

2. It is a Two Bid tender containing Technical Bid and Price Bid.

3. In their own interest, the contractors are advised to use their own specific seals and desist from using currency coins for this purpose. Tenders with incomplete or broken seals are liable to be rejected, the matter solely resting at the discretion of the Institute.

4. If a contractor does not quote for one or more items, the Tender will be considered as incomplete and will be rejected.

5. Institute reserves 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.

6. General Specifications are for guidance only. The latest ISI codes and specifications and mode of measurements will be referred to during execution.

7. Institute shall mean Institute of Development and Research in Banking Technology (IDRBT), Castle Hills, Road No-1, MasabTank, Hyderabda-500057

8. The prospective Bidders shall submit the Bid through e-bidding only on the e-Portal - https://www.mstcecommerce.com/eprocn/

9. The details of the Helpdesk, System Settings, and other useful video guides are available on the e-portal itself.

10. The bidder shall require a class 3 signing and encryption type DSC for submission of the bid.

4.Notice Inviting Tender (NIT)

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 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 IDRBT with the successful bidder.

S.No.	Details	Description
1	Name of work	Proposed Renovation of 1 BHK flats (12 Nos at M-Block, 3rd & 2nd Floors) at IDRBT Staff Quarters, Begumpet, Hyderabad.
2	Nature of work.	Civil, Electrical and Interior works.
3	Earnest Money Deposit	**Rs.1,50,000.00** (To be submitted in the shape of DD in favoring "**IDRBT, Hyderabad"** and should have validity of minimum 120 days. Tender 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 EMD in the shape of DD** must be submitted at IDRBT "**One day"** before **closing of Tender** i.e. on or **before 15:00 hours on 25.11.2026.**
4	Total Security Deposit Amount.	1. Initial Security Deposit (ISD) – 2% of the Tender value including EMD. 2. Retention money of 10% of the value of the work done will be deducted from every running bill, till total retention, including EMD and initial SD paid earlier, comes to 5% of the contract value, and same shall be held by the IDRBT as Total Security Deposit. This amount will be refunded after completion of defects for a liability period of 12 months. No interest will be paid on the Security Deposit amount.
5	Eligibility of the Bidder.	As per Eligibility Criteria mentioned below.
6	Validity of the Offer.	120 days from the date of opening of Price Bid.
7	**Time allowed for completion**.	**75 days from the date of handing over the site**. They should commence the work within 3 days on receipt from date of Handing over the site.
8	Payment terms	As per tender conditions enumerated in this tender documents.
9	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.	Any clarification in this regard may be sought from the Estate Department, IDRBT through email ID seva@idrbt.ac.in / Phone no. 040-23294182.

11	Last Date of submission of Tender / bid documents along with EMD.	**On or before 15:00 hours of 26.11.2026.**
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 **"One Day"** before the last date and time mentioned above.
13	Pre Bid Meeting	**Pre Bid Meeting** will be Conducted on **20.11.2026 @ 11.00AM** at Institute of Development and Research in Banking Technology (IDRBT), Castle Hills, Road No-1, Masab Tank, Hyderabda-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	Only one running bill of Minimum **Rs 40.00 Lakh and above and balance in final bill.**
15	Liquidated Damages (Penalty clause)	At the rate of 0.5% (half percent) of the contract value per week of delay. There is no upper limit on the Liquidated damages.
16	If Abnormal rates quoted by the bidder.	If the final L1 bid is below 15% of the estimated cost, then the L-1 contractor has to submit Additional Security Deposit (ASD) / Additional Performance Guarantee (APG). The amount of such ASD / APG shall be the difference between Quoted cost and estimated cost. Bank Guarantee or FDR receipt favoring IDRBT, Hyderabad.
17	Eligible Taxes	1. Income Tax & GST IT 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, contractors 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 is 36AAAAI0204K1Z4.

18	Evaluation of Price Bids and Finalization	1. Only those Bidders who qualify in technical evaluation would be shortlisted and the online price bid submitted by the bidder will be opened. 2. The L1 Bidder will be selected based on net total of the price evaluation as quoted in the online bidding. 3. In case, the L1 amount quoted by two or more contractors is the same, such lowest contractors will again be asked to submit sealed / online "Revised + Percentage Offers" on the original estimated cost of tender but the revised percentage shall, in no case, be higher than the percentage quoted during their initial offer for the project. The L1 shall be decided based on revised offers.

		4. The process of online rebidding amongst the two or more contractors offering same rates shall continue till L1 bidder is discovered. 5. In case, any of such contractor or all contractors (who have quoted same tender amount in the initial bidding or subsequent bidding) refuse to submit revised offer, it shall be treated as "Withdrawal of tender" by the contractor before acceptance by the Institute and the EMD of such contractors shall be forfeited and they shall not be allowed to participate in the re-tendering process for the work. 6. If the final L1 bid is unreasonably low i.e. L1 bid is less by 15% or more of the estimated cost, the contractor shall submit additional Security Deposit in the form of PBG/DD for an amount equal to difference in the estimated cost vis-a-vis final tender amount quoted by the L1 contractor. PBG/DD to be submitted within 7 days from issue of letter from the Institute. 7. If the L1 bidder refuses to give the PBG, then the EMD will be forfeited and the tender will be re-invited. The L1 bidder will not be allowed to participate in the retendering process.
19	Working Hours	**From 8.00 AM to 7.00 PM on all days working days.** The Contractor has to work in the staff quarters and no inconvenience to be created for the residents. The Contractor should make necessary arrangements for this.
20	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. **Important Notes for Execution of Work**: • Works are to be executed in 3rd & 2nd floors of Staff Quarters.

		• Lifting of all the work materials shall be done through the staircase only. • Use of lift in any circumstances shall be avoided / prohibited. • All materials shall be stored at one place as shown to the contractors. • Accommodation for Labour shall be done outside the Staff Quarters. • Power and water shall be provided by the IDRBT. • Every contractor is expected before quoting rates to inspect the site of proposed works and discuss with IDRBT. The material must strictly comply with the relevant specifications. Sample of materials as specified shall be submitted for the approval of the IDRBT before supplying the site.
21	**The Institute reserves 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.** **The Institute may use its discretion as it deems fit to award the work to any of the bidder without assigning any reason whatsoever.**	

IMPORTANT

It is mandatory that the bidder 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 **MSTC** site for examination by Institute to satisfy about the Bidder's eligibility:

(a)	Work experience & Completion of similar works of specified value during the specified period.	As per 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 09.11.2026 to 24.11.2026 between 10.00 AM to 4.00 PM (on working days only) after making a prior intimation on phone No: 040 23294180 / 82 or email seva@idrbt.ac.in to under stand the scope of the work.**

- A pre-bid meeting of the intending Bidders will be held **11.00 AM on 20.11.2026** at Estate Department, Academic Building, IDRBT, Hyderabad.

All prospective bidders / Bidders or their authorized representatives are required to attend the pre- bid meeting to seek clarification, if any, regarding this tender. No deviation in Institute's terms and conditions mentioned in the tender shall be accepted.

- The duly filled in tender documents shall be uploaded on MSTC site on or before 15:00 hours on 26.11.2026.

- Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the MSTC website.

Hyderabad
Date: 09.11.2026

Estate Department

5. Eligibility Criteria
Section – 1

S.No.	Criteria	Documents Required
1	The contractor should be registered with **RBI or Any Public Sector Banks** for works valuing **above Rs.200.00 Lakh**.	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 31.10.2026.	Copy of Registration of the Firm or Copy of incorporation. At least one copy of the work order from the clients prior to 31.10.2026.
3	Bidder should have a minimum of **Rs. 1.00 Crore** annual average turnover per year during last three financial years i.e. 2023-24, 2024-25 and 2025-26 from the related business.	Audited balance sheet and certificate from the Charted 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 submit the Labour License.	Copy of the certificate of Govt Labour department License shall be Submitted by the successful tenderer.
6	The bidder should not have been black-listed/ barred by any Public Sector Bank, RBI or any other Government/PSU agencies during last Seven years.	An undertaking in this regard is to be submitted to the Bank by the Bidder on Rs.200/- Stamp Paper. IDRBT will verify the same.
7	The Contractor should have local presence and demonstrated execution capability (completion certificates of past work order at Greater Hyderabad Municipal Corporation or adjoining districts) at least during last 5 years from the last date for bidding.	Proof for the same should be submitted. (Work orders, GST Certificate, Lease Agreement of Office Premises, property tax receipts etc.).

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.**

- **JOINT VENTURE PROJECTS ARE NOT PERMITTED / ALLOWED. PARTIAL COMPLETION CERTIFICATES WILL NOT BE CONSIDERED**

- **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.**

- **COMMITTEE OF IDRBT WILL INSPECT THE SITES OF WORKS / OFFICES OF CLIENTS FOR WHICH RELEVENT CERTIFICATES ARE ENCLOSED IN PRE QUALIFICATION TENDER.**

Section - 2
Structure and Organization

Name of the Tenderer:

Address

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 have your organization been in business under your present name? Add what your fields were 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 for 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

Section – 3

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	2023-24			
2	2024-25			
3	2025-26			

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

Section – 4

Experience profile

Details of similar works composite nature Civil and electrical 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
Similar Works									
1									
2									
3									
4									

Note:

1. Tenderer must attach copies of the certificates issued by the Client.

2. Only those works shall be considered for evaluation for which copies of the certificates issued by the client 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

Details of other works completed in last five years

S. No	Description of the work	Name and address of the Employer	Contract No. and date.	Date of award of work	Stipulated date of completion	Actual date of completion	Value of complete d 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 Client.

2. Only those works shall be considered for evaluation for which copies of the certificates issued by the client 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

Section – 5

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					

Signature of Contractor

Section – 6

Details of ongoing 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 Client.

2. Only those works shall be considered for evaluation for which copies of the certificates issued by the client are attached

Signature of Contractor

SECTION – 7

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. GST Registration Certificate.
7. Details of Skilled and Trained Manpower including Engineers and Technical staff presently employed.
8. Details of Tools, Plants and Machinery (in working conditions) owned.
9. Details of Testing, Measuring and Inspection Equipment and facilities for calibration owned.
10. Details of Safety Appliances and Equipment owned
11. ISO 9000 certificate (if any).
12. **General Service Tax Registration certificate to be enclosed COMPULSORY**
13. Original Power of Attorney of the person signing the tender documents or photocopy duly attested by Notary Public.
14. Details of on-going works & supporting Documents.
15. Programme for execution of works.

Signature of Contractor

Form of tender:

Place:_____ Date: __

The
Institute for Development and Research in Banking Technology
Estate Department
Castle Hills Road # 1,
Masab Tank, Hyderabad-500057.

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 1 BHK flats (12 Nos at M-Block, 2nd &3rd Floors) at IDRBT Staff Quarters, Begumpet, Hyderabad".
(b)	Mode of payment	As per Tender conditions enumerated in the tender documents.
(c)	Earnest Money Deposit (EMD)*	**Rs 1,50,000.00**
(d)	Time allowed for completion of work.	75 Days from the date of handing over the site.

*EMD will be forfeited if :
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 120 days from the date of opening of Price Bid** 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 DD for a sum of **Rs 1, 50,000.00** 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 contain only the price bid in the Institute's Proforma.

Dated: _____day of _____2026.

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 _____

_____

_____

7.Notice To Contractor

Address:

_____

_____

_____

Project: Proposed Renovation of 1 BHK flats (12 Nos at M-Block, 2nd &3rd Floors) at IDRBT Staff Quarters, Begumpet, Hyderabad".

Ref: Civil and Electrical works.

Dear Sir,

On behalf of **Institute of Development and Research in Banking Technology (IDRBT), Castle Hills, Road No-1, Masab Tank, Hyderabda-500057, we** have pleasure in inviting you to tender for the aforesaid work.

The scope of work broadly as given below is for "Proposed Renovation of 1 BHK flats (12 Nos at M-Block, 2nd &3rd Floors) at IDRBT Staff Quarters, Begumpet, Hyderabad".

1. Tender Documents should be filled and uploaded on the site of MSTC.

2. The tenderer must obtain for himself, on his own responsibility and at his own expenses, all the information which may be necessary for the purpose of filling this tender and for entering into a contract for the execution of the same and must examine the drawings and inspect the site of the work and acquaint himself with all local conditions and matters pertaining thereto.

3. Each of the tender document page is required to be signed by the person submitting the tender in token of his/their having acquainted himself/themselves with the General conditions etc., as laid down. Any tender with any of the documents not so signed will be rejected.

4. The tender documents must be filled in English only. If any of the documents are missing or un-signed, the tender shall be considered invalid.

5. Each and every one of all erasures and additions/alterations made, while filling the tender, must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void. After submission of the tender no advice or any change in rate or conditions will be entertained. All the rates should be quoted both in figures and words. In case of any discrepancy in rates quoted in words/figures and the amounts, the rate quoted in words shall be taken as final and binding.

6. The tender shall be valid for a period of 120 days from the date of opening.

7 TOTAL SECURITY DEPOSIT: shall comprise of:

a. Earnest Money deposit
b. Initial Security deposit
c. Retention money

7.1 The intending tenderer shall deposit on IDRBT, by Demand Draft a sum of **Rs. 1,50,000.00** as the Earnest Money, as a guarantee of good faith, which amount shall be forfeited as liquidated damages, in the event of any evasive/direct refusal or delay in starting the work and or signing the contract. The deposit of the unsuccessful tenderers will be returned, without interest, immediately after a decision is taken regarding the award of the contract. The Earnest money of the successful tenderer will be adjusted towards Security Deposit. A tender not accompanied by Earnest money deposit will not be considered.

7.2 The successful tenderer will have to pay further sum equivalent to 2% of his contract value, as initial Security Deposit (ISD) by means of a D.D./Banker's cheque in favour of The IDRBT Within 7 (Seven) days from the date of issue of work order to commence work. The EMD and Security deposit thus paid shall be held by the IDRBT as Security deposit, for due execution and fulfillment of the contract, till the completion of the work and defect liability period in all respects and shall not bear any interest.

7.3 Together with the money paid under clause 7.1 & 7.2 above, further retention of 10% of the value of the work done will be deducted from every running bill, till total retention, including EMD and initial SD 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 retained in the manner stated elsewhere for a further period of twelve months after the completion date recorded in completion certificate.

8.Within 7 (seven) days on receipt of intimation from the Institutes of the acceptance of his/their tender, the successful tenderer shall be bound to sign an agreement, on a stamp paper in accordance with the Draft Agreement and conditions of contract attached herewith, but the work order or the written acceptance of a tender by the Institute will constitute a binding agreement between the Institute and the person tendering whether such formal contract is or not signed by the contractor.

9.All compensation or other sums of money payable by the contractors to the Institute , under the terms of this contract, may be deducted from the Security Deposit or from any sum that may be or may become due to the contractor on any account whatsoever, and in the event of the Security deposit being reduced by reasons of any such deductions, the contractor shall within 15 days of being asked to do so make good in cash or cheque, any sum which have been deducted from his security deposit.

10.The rates quoted by the Contractor shall include all eventualities, such as heavy rain, sudden floods, accidents, fire, riots etc., which may cause damage to the executed work or which may totally wash out the work. Until the completion certificate is issued to the Contractors, the Institute will not be responsible for such damage or wash out of the construction work.

11.Time is the essence of the contract. The work should be completed within stipulated time as per NIT. The date of commencement shall be within 7 (Seven) days from the date of handing over the site.

The successful contractor will have to give a CPM/PERT chart of various activities of work to be done so that the work gets completed within the stipulated time as per NIT. The chart shall be submitted within 7(seven) days from the date of acceptance of the tender.

12.If the contractor fails to complete the work by the Scheduled date of completion or within any sanctioned extended time, they will have to pay liquidated damages at the rate of 1.00% of contract amount for each week of delay the work remains incomplete beyond the completion (Original / extended date), as per clause 31 of the General conditions of contract.

13.The quantities contained in the Schedule are only indicative. The work as actually carried out and done will be measured from time to time, for which payment will be made subject to the terms and conditions of contract.

14.The unit prices shall be deemed to be fixed prices. In case of extra items, a record of labour charges paid shall be maintained and shall be presented every week for extra/substituted items regularly to the Institute for checking. The settlement will be made based on figures arrived at jointly and taking into account unit prices of items of work mentioned in the contract assigned to the successful tenderers. In case of extra items, where similar or comparable items are quoted in the tender, extra rates shall invariably be based on those tender rates to the extent reasonable.

15. Institute do not bind itself to accept the lowest or any tender and reserve to themselves the right to accept or reject any or all tenders, either in whole or in part, without assigning any reason whatsoever for doing so.

16.No employee of the IDRBT is allowed to work as a contractor for a period of two years of his retirement from IDRBT service, without the previous permission of the IDRBT. This contract is liable to be cancelled, if either the contractor or any of his employees is found at any time to be such a person who has not obtained the permission of the IDRBT as aforesaid before submission of the tender or engagement in the contractor's service.

17.Release of security deposit: 100% of Retention money will also be released as noted under(i) above, subject to submission of a Bank Guarantee, to the satisfaction of IDRBT for an equivalent amount. This Bank Guarantee shall be valid up to completion of defects/removal liability period plus 3 months.

8.ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made the _____day of _____2026 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 Proposed Renovation of 1 BHK flats (12 Nos at M-Block, 2nd & 3rd Floors) at IDRBT Staff Quarters, Begumpet, Hyderabad". executed and has caused drawings, conditions of contract, specifications and schedule of quantities etc., describing the works.

AND WHEREAS 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 to itself the 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 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 handing over the site, 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 _____2026

Signed by the said in the presence of:

WITNESS: SIGNATURE

NAME :

ADDRESS: INSTITUTE

WITNESS: SIGNATURE

NAME :

ADDRESS:

9.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 / IDRBT" shall mean **Institute of Development and Research in Banking Technology, Castle Hills, Road no-1, MasabTank, Hyderabda-500057** and shall include his/their heirs, legal representatives, assignees and successors.

b. "Contractor" shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal personal representative of such individual or partners of the firm or Directors or authorized employees of the company and the permitted assignees of such individual or firm or company.

c. "Engineer" shall mean any Engineer who is employed by IDRBT or any other Engineer appointed from time to time by the Institute and certified in writing to the contractor, 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 or 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 and 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 work is in the opinion of the Institute sufficiently completed for occupation by the Institute, in relation to the scope of work of this contract.

m. Words importing people 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. 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 work of any employed person 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 Institute 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 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 the Institute, 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, they shall before proceeding with such work, give notice in writing to this effect to the Institute and in the event of the Institute agreeing to the same in writing, the contractor shall be entitled to an allowance in respect of such extra work as an authorized extra. If the Institute and the contractor fail to agree, as to whether or not there is an extra, then, if the Institute decided that the contractor is to carry out the said work, the contractor shall do so, and the question whether or not there is any extra and if so, the amount thereof, shall failing agreement be settled by Arbitration as hereinafter provided, but such reference shall in no way delay the fulfillment of this contract.

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.

One complete set of the signed drawings and a copy of contract document (specifications and schedule of quantities etc.) shall be furnished by the Institute to the contractor. The Institute shall furnish within such time as consider reasonable, one copy of any additional drawings, which in its opinion may be necessary for the execution of any part of the work. Such copies shall be kept at work, and the Institute or its representatives shall, at all reasonable times, have access to the same and shall be returned to the Institute by the Contractor, before the issue of the final certificate. The original contract documents shall remain in 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 contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of this 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 make his own arrangements for providing water, for carrying out the work, at his own cost. If water from any source other than Municipal main is to be used for construction, the same shall be tested at the contractor's cost, and a report submitted to the Institute for its approval, before such water is used for the works. Temporary internal connections shall be obtained by the contractor to facilitate execution and completion of work at their cost and all the charges there of should be borne by them.

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 Institutes.

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 Institutes 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, license 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 cost 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 arises 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 and/or its 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 of 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 e xtra cost will be paid.

12. **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". The Contractor shall meet the Institute's representative, 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 language and should be able to read, write and speak English.

13. **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.

14. **ACCESS TO WORKS:**

The Institute and any person authorised by it 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.

15. **INSTITUTE'S REPRESENTATIVE:**

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. Neither the Institute's representative nor any assistant to the Institute 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 or its 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.

16. **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.

17. **SUB-CONTRACTORS:**

All specialists, merchants, tradesmen, and others, executing any work or supply and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or specifications, who may be nominated or selected by the Institute and hereby declared to be sub-contractors employed by the Contractor, are herein referred to as nominated sub-contractors. No nominated sub-contractors shall be employed on or in connection with the works, against whom the contractor shall make reasonable objection or (see where the Institute and contractor shall otherwise agree), who will not enter into a contract provided.

a. The nominated sub-contractors shall indemnify the contractor against the same obligations in respect of the sub-contract as the contractor is under, in respect of this contract.

b. The nominated sub-contractors shall indemnify the contractor against claims in respect of any negligence by the sub-contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the contractor or under any Workman's Compensation Act in force.

c. Payment shall be made by the contractor to the nominated sub-contractor, within 14 days of receipt of the Institute's certificate, provided that before any certificate is issued, the contractor shall upon request furnish to the Institute proof that all nominated sub-contractor's account included in the previous certificates have been duly discharged; in default whereof the Institute may pay the same upon a certificate of the Institute and deduct the amount thereof from any sums due to the contractor. The exercise of this power shall not create any contract between Institute and Sub-contractor.

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

The contractor shall when have 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 21, hereof.

19. **MEASUREMENTS OF WORKS:**

The Institute may from time to time intimate the Contractor that 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 taken by the Institute's 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 in 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 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 ender 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 in consultation with the Institute 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 under clause No.26 (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 and Institute are not in accordance with the specifications or the instructions of the Institute and Institute; and the substitution with proper materials and the removal and proper re-execution of any work, which has be 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 abstract of terms and Conditions in tender 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 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 by the Institute, the damages, loss and expenses from any sums that may be due to the contractor or amount retained under Certificate & payment and in event of the amount retained being insufficient recover the balance from the amount held against EMD & Security deposit under clause of NIT 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 intimate 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 employed. 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 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 Institutes from time to time, during the currency of the contract. In default of the contractor insuring as provided above, the Institute on behalf of 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 (seven) days from the date of commencement of the work 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 the Institutes, 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, with the prior written consent of 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 and Institutes and 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 of any subcontractor or employee. The contractor shall deposit the policy and receipts for the premiums paid with the Institute within 15 days of the date of commencement of work, unless otherwise instructed, as provided above failing which the Institute or the Institute on his 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 as recommended by the Institute.

28.MINIMUM AMOUNT OF THIRD PARTY INSURANCE:

Such insurance shall be affected by 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 five. After each occurrence contractor will pay additional premium necessary to make insurance valid for five 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:

- by force majeure, or
- by reason of any exceptionally inclement weather, or
- by reason of proceedings taken on threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise, then through the contractor's own default, or
- 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
- by reason of civil commotion, local combination of workmen or strike or lock-out affecting any of the buildings/traders, or
- by reason of the Institute's instructions
- 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 of extension of time, for completion

of the contract works which may be approved by the Institute.

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 (date of completion) or within any extended time certified (extension of 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 contractor shall pay to the Institute or allow 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.

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 and/or Institutes instruction, 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 on a Certificate 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 with the approval of the Institute 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 suspend works or in the opinion of the Institute, 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 in clause in the NIT (removal of improper work and materials), the Institute shall have the power to 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) days 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, he 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 Institutes before the person appointed comes on to the works and the Institute shall take such steps as in the opinion of the Institute 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 work, the Institutes 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 account of the proper use of the plant for the completion of the works under the provisions herein mentioned above, other than such payments as is included in the contract.

After the work has 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 plan 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 to be issued by the Institute on account of the works executed by the contractor based on the joint measurements taken by the PMC, the Institutes representative and the contractors representative when in the opinion of the Institute, work to the approximate value named as “Value of work for Interim Certificates”, (Ref Sl No: 14 page no 6) has to 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 and the Institute shall have certified in writing that they have been so 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' 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 his and Institutes satisfaction. The Institute may by any certificate make any correction in any previous Certificate, which shall have been issued by him. Payment upon the Institute's Certificates 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 the 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 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 Institutes/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 to the Institute that the contractor,

e. has abandoned the contract or

f. has failed to commence the work, or has without any lawful excuse under these conditions suspended the progress of the work for 14 days, after receiving from the Institute written notice to proceed, or

g. 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

h. has failed to remove materials from the site or to pull down and replace work for 7 days after receiving from the Institute written notice that the said materials or work were condemned and rejected by the Institute under these conditions, or

i. 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

j. has to the determent 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, but without hereby affecting the powers of the Institute to continue in force as full as 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's agents, or servants may enter upon and 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 realised. The Institute shall thereafter ascertain and certify in writing under his hand when (if anything) 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 as provided for hereinafter shall be in arrears and 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 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/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.

40.Matters to be finally determined by the Institute (Called excepted matters) – (refer NIT below), 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.
j)

39.ARBITRATION:

k. When the contractor is dissatisfied with the decision of the Institute , the contractor is required to give a notice to the Institute within 30 days of the receipt of such decision, for the appointment of the Arbitrator for the settlement of the outstanding disputes.

l. **Institute** shall be appointed to refer those disputes for adjudication to a sole arbitration.

m. It is also a term of the contract that if the contractor does not make any demand for Arbitrator in respect of any claims within 90 days of receiving the intimation from the IDRBT that the final bill is ready for payment, the claims if any received after 90 days period shall be absolutely barred from reference to the Arbitrator.

n. All disputes or differences of any kind whatsoever, which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof this contract, or the rights touching or of this contract, effect thereof, or to the rights or liabilities of the parties arising out of or in relation thereto, whether during progress or after determination, foreclosure or breach of the contract (other than those in respect of which the decision expressed to be final and binding in cases listed out in condition 40 above), Institutes shall, after written notice to either party to the contract and to the appointing Authority, who shall be appointed for this purpose by the Institute refer those disputes for adjudication to a sole arbitrator, to be appointed as hereinafter provided.

o. For the purpose of appointing the sole arbitrator referred to above, the Appointing authority will send, within thirty days of receipt by him of the written notice aforesaid, to the contractor a panel of three names of persons, who shall be presently unconnected with the organization for which the work executed.

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

q. If the Appointing Authority fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the appointing authority a panel of three names of people who shall be unconnected with either party. The Appointing Authority shall on receipt by him of the names as aforesaid select any one of the persons named and appoint his as the sole arbitrator. If the Appointing Authority fails to select the person and appoint him as the sole arbitrator within 30 days of receipt by him of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the sole arbitrator and communicate his name to the Appointing Authority.

r. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reasons whatsoever, another sole arbitrator shall be appointed as aforesaid.

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

t. The arbitrator shall be deemed to have entered on the reference, on the date he issues notice to both the parties, fixing the date of first hearing.

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

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

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

w. The award of the Arbitrator shall be final and binding on both the parties.

x. Subject to aforesaid, the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modifications or re-enactments thereof, and the rules made thereunder, and for time being in force, shall apply to the arbitration proceedings under this clause.

10.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 Interiors, 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 Institutes/Engineer. The contractor shall ensure that no dust or construction material falls near/around the existing buildings.

3.EXECUTION OF WORK (PRICES TO INCLUDE):

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 are inclusive of transportation and other over heads.

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

1. Carrying
   i. Hauling
   i. Labour
   ii. Fixing
   iii. Watering
   iv. Cleaning
   v. Making good and
   vi. 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, 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 safeguarding 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.

5. **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 .

6.a. **QUANTITIES LIABLE TO VARY:**

This clause applies for unlimited variations (+ or -) for items of foundation and those executed below plinth level. For all other items, only in case where + variations of any item exceeds 100% of Quantities of respective items given in the schedule of quantities of the contract, such additional quantities of those items shall be treated as extra items and valued as per clause 45 of special conditions of contract, considering of that rates for these items cannot be derived from the contracted items of work.

The quantities indicated in the bill of quantities are only approximate, and hence may vary on either side (+ or -) for accomplishing the works enunciated under the scope of works, in accordance with designs, drawings and specifications and or instructions of the Institute & Institute. Variations may also occur, consequent upon addition or deletion or substitution of particular items, change of designs or specifications during the course of execution. The contractor, in either case, is bound to carryout the modified quantities up to +100% (plus one hundred percent) variation, without any enhancement in rates and at the same rates as per accepted original tendered rates.

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

7. **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 and Institute or any other agency employed by the client.

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,

9. **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 Institutes 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 laborers employed on the work, working hours done, quantity of cement, steel and other major items of materials (quantity and value wise) used and corresponding place, type and quantity of work done during the period.

The contractor must inform the Institute 10 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.

10. **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 accommodation 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.

b. All materials which are stored on the site such as plywood, false ceiling material etc., shall be stacked in such a manner as to facilitate rapid and easy checking of quantities of such materials and prevent deterioration in quality due to water etc.

11. **WATER AND ELECTRICITY: (Electricity boned by the contractor)**

Contractor shall make his own and adequate arrangements for water required for drinking and construction purposes and also for required electric supply at site for satisfactory execution and completion of the work, at his own cost. The contractor shall get the water used for construction purpose tested periodically as per relevant BIS codes at his cost and shall get the same approved from Institute before using such water for the work.

12. **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 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 of 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.

13. 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.

14. FACILITIES TO OTHER CONTRACTORS:

The contractor shall give full facilities and co-operation to all other contractors working at site doing plumbing, Electrical, civil works etc., as directed by the Institute and shall arrange his programme of work, so as not to hinder the progress of other works. The decision of the Institute on any point of disputes between the various contractors, shall be final and binding on all parties concerned.

15. 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.

17. SITE MEETINGS:

A senior representative of the contractor shall attend **weekly meetings** at works site; and in addition, 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.

18. 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, equipment etc., including cement and steel at site and ensure that at no time unauthorised persons gains any access at works site.

23. **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.

24. **STATUTORY REGULATIONS:**

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

25. **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.

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

The contractor can carry out major work at night, only with prior permission of the Institute and with proper supervision.

WORKS AT NIGHT:

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.

27. **WORKING ON HOLIDAYS:**

Work shall be done on Sunday or other holidays that may be notified by the Institute.

28. **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.

29. **REPORTING OF ACCIDENT TO:**

The contractor shall be responsible for the safety of all persons employed by him on the works and shall report serious accidents to any of them, whenever and wherever occurring one 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.

30. **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 its satisfaction at the risk and cost of the contractor.

31. **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.

32. **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.

33. **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 person 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.

34. **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.

35. **COMPLETION OF WORK AND LIQUIDATED DAMAGES:**

The work shall be completed within the Stipulated time as per NIT. The work should start within the one week from the date of issue of work order.

Time is the essence of the Contract. The Contractor shall strictly adhere to the programe /chart agreed to. In case the contractor fails to complete the work within the stipulated time, the liquidated damages may be imposed at the rate of 1.0% per each week (or part thereof) of delay.

36. BILLS OF PAYMENTS:

The minimum value of work for interim payments will be Rs. 30.00 lakhs, as stated in Appendix. The contractor shall submit interim bills, once a month on the basis of joint measurements recorded at site by the contractor's and the Institute's representatives. The bill will be certified by the Institute within 15 working days from the date of submission of the bill by the contractor, and 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 and Institute's instruction and directions.

37. **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.

38. **SCHEDULE OF QUANTITES:**

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.

39. **SITE SUPERVISION:**

The contractor shall appoint at his own cost competent and adequate number of qualified Engineers at site, for joint measurements and preparations of bills, for testing materials at site and outside laboratory 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.

40. **ENGAGEMENT OF APPRENTICES:**

The Contractor shall during the currency of the contract, when called upon by the clients, engage and also ensure engagement by sub-contractors and others employed by the contractor in connection with the works such number of apprentices in the categories mentioned in the act

and for such period as may be required by the clients. The contractor shall train them as required under the Apprentice Act 1961 and the Rules made thereunder and shall be responsible for all obligations of the clients under the said Act, including the liability to make payment of apprentices, as required under the said Act.

41. **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 incase 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.

42. **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.

43. **EXTRA/SUBSTITUTED ITEM RATES:**

Such items shall be executed as per directions / instructions of the Institute.

The work on extra/substituted items shall be started only after the receipt of written order from the Institute. Rates for additional/extra or substituted (altered) items of work, which are not covered in the contract cannot be derived from the contract item rates either in full or partly, shall be calculated on the basis of actual costs plus 15% for overhead and profit etc., only to the extent not derivable from the contract item rates.

44. **SERVICES DRAWINGS/SHOP DRAWINGS/CATALOGUE:**

After getting approval from the Institute the contractor shall submit to the concerned local authorities necessary services drawings showing layouts etc., for getting approval of the schemes. On completion, the contractor shall arrange to get Drainage Completion Certificate and other Certificate necessary for obtaining Building Completion certificate. The contractor shall furnish completion drawings of all services in triplicate, showing the work as actual executed, along with levels. Contractor shall submit for approval 4 copies of shop drawings/ catalogue/ equipment characteristics/ manufacturer's specifications, drawings etc., as and when required and directed by the Institute. Costs of all these are deemed to have been included in the respective item rates quoted by the contractor and nothing extra shall be paid on account of any

of these requirement/acts.

45. **PAYMENT:**

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

46. **PERMISSION:**

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

47. **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.

48. **AGREEMENT:**

The successful contractor shall be required to enter into an agreement in accordance with the Draft Agreement and Schedule of Conditions etc., within 15 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.

49. **INSURANCE:**

The contractor shall provide insurance in respect of damage to persons and property and firm insurance as per clause 27 and 28 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 people, 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 clause 27 & 28 of the General Conditions of Contract.

In case of failure by the Contractor or sub-contractor to effect and keep in force the insurance policies, then 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.

50. **INDEBTEDNESS AND LIENS:**

The contractor agrees to furnish the Institute from time to time, during the progress of the work as requested, verified statement showing the contractor's total outstanding indebtedness in connection with the work covered by the contract. Before final payment is made, the Institute may require the contractor to furnish with satisfactory proof that there are no outstanding debts or liens in connection with the contract. If during the progress of the work, the contractor shall allow any indebtedness to accrue to sub-contractor or other and shall fail to pay or discharge same within five (5) days after demand, then the Institute may withhold any money due to the contractor until such indebtedness is paid, or apply the same towards the discharge thereof.

51. **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.

52. **PHOTOGRAPHS:**

The contractor at his own cost shall take photographs of site and individual buildings 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 to the Institute.

-NA-

54. **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.

55. **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.

56. **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.

11.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 IDRBT.**

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 IDRBT 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 IDRBT for their 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. The contractor is also required to submit specimen finishes of all colors, fabrics, polish shades, etc., for approval of the IDRBT before proceeding with such works.

6. 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 IDRBT for approval.

7. The contractor shall produce all invoices, vouchers or receipts account of all purchases done by him for materials if called upon to do so by the IDRBT.

8. 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.

9. Partition line out shall be done at the site before starting the work and got approved from the Institute.

10. 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 IDRBT. In advance to co-ordinate the work with other agencies.

11. 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.

12. The contractor shall make necessary security arrangements at the site for the safety of his tools, materials and equipment etc., at his own cost.

13. 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.

14. **<u>Timber:</u> Hardwood and Teakwood shall be the best wood locally available and should be well & properly seasoned of mature growth, free from worm holes, large loose or dead knots or other defects and will not suffer warping, splitting or other defects through improper handling.**

    Teakwood to be either CP or Ballarshah and shall be of best quality, free from soft heart, worm

& bee holes and other defects.

All wrought timber is to be sawn, planned or works to correct sizes and shapes as shown in the drawings. An allowance of 2mm shall be permitted for each wrought face.

All wooden members shall be liberally coated and treated with ant termite paint before fixing.

15. **MDF Exterior Board:**
Plywood shall be of urea formaldehyde phenol bonded of approved MDF Exterior Grade type, make, brand, etc. Thickness of Board shall be as per details given in the drawings/specifications.

16. **Workmanship for Joinery:**

Timber is to be cut to required size and length and the joinery should start immediately after the line out is finalized. It should be framed up (but not bonded) and stored until required for fixing position. At this stage it should be bonded and wedged up. Any portion that warps or develops shakes or other defects shall be replaced before wedging up. The whole work is to be framed and finished in a proper line and level and as detailed in the drawings and fitted with all necessary metal ties, straps, bolts, screws.

Twining bonded joints are to be cross tongued with teak tongues.

17. 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 cut ends and other wastages from all parts of the work at his expenses.

18. Laminate sheeting shall be of specified thickness, make and either plain, sued, satin or with design finish samples showing the surface texture and pattern are to be submitted in proper sizes for approval before use.

The laminates shall be fixed with proper adhesive of approved grade and brand.

19. The contact surface of dowels, tenons, wedges etc., shall be glued with proper adhesive. Wherever joinery and carpentry works is likely to come in contract with moisture the adhesive shall be water proof.

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

IS : 1200 : Latest Measurements of buildings & Civil Engineering works , methods of

IS : 287 – 1973	Recommendation for maximum permissible Moisture content of timber.
IS : 1141 – 1973	Code of practice for seasoning of timber.
IS : 3845 – 1966	Code of practice for joints used in wooden furniture.
IS : 3548 – 1966	Glazing in Buildings.
IS : 1137 – 1965 IS : 113 – 1950 IS : 133 – 1975 IS : 110 – 1968 IS : 129 – 1950	Specification for ready mixed paint brushing matt or egg shell flat/wooden coating under-coating/finishing, Grey filler etc., for interiors.
IS : 1948	Aluminum doors, windows & partitions.

26. **Inspection and Testing:**

The IDRBT shall be entitled at all times at the risk of contractor to inspect and/or test by itself or through an independent agency appointed by the IDRBT 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 IDRBT.

10. MODE OF MEASUREMENTS

1.	Partition Paneling	:	Sq.mt. area – one side only paneling finished length x finished height (frame work including vertical/horizontal members above the false ceiling will not be included in measurements and such members shall be treated as included in this mode of measurement in the case of partition having difference finished heights on either sides average height shall be considered eg.2400mm and 2500 then 2450mm will be average height. This will also include T.W. bends.
2.	Storage Units	:	Sq.mt area – front elevation finished length x finished height

Wherever not mentioned measurements shall be measured as per ISI S.P.No.27.

12. 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 interior 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. No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain charged.

c. 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 equipment 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.

a. 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.

IX. 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.

X. Use of hoisting machine and shackle including their attachments, in charge and supports shall conform to the following standards or conditions.

1.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.

2. 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.

3. 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.

4. In case of departmental machines, the safe working load shall be notified by the clients. As regards contractor's machines the contractor shall notify the safe working load of the machines to the Institute , whenever he brings any machinery to site of work and get it verified by the consultants.

XI. 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 minimize 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 interior installations. The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.

XII. 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.

XIII. 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.

XIV. 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.

XV. Notwithstanding the above clauses for (i) to (xiv), 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.

13.LABOUR LAWS AND RULES

The contractor shall maintain 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 contractor 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 the Institute 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 contractor should give

particular attention to the following points and see that all the provisions of the Act are enforced:

1. Institute (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.

14.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 if such instructions in respect of such additional items and their quantities will be issued in writing by the Institutes with the prior consent in writing of the Institute.

3. The contractor must bear in mind that the work shall be carried out strictly in accordance with specifications made by the Institutes.

4. The rates quoted in tender shall also include electric consumption charges for power. If no power is available at site the contractor shall have to make his own arrangement to obtain power connection and maintain at his expense an efficient service of electric light and power and shall pay for the electricity consumed. The Institute shall give all possible assistance to the contractor to obtain the requisite permission from the various authorities, but the responsibility for obtaining the same shall be that of contractor.

5. Contractor shall strictly comply with the provisions of safety code in addition to all local rules and regulations.

6. 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 beyond 2 months, a penalty at the rate of 0.5% per week over the contract value will be imposed. Please note that there is no upper limit for imposition of penalty.

   If the work is delayed beyond 30 days after the date of completion, the remaining work will be carried out through other agencies at the risk and cost of the contractors under the contract with prevailing market rates.

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. Interim Payment will be made subjected to a minimum of Rs. 40,00,000/- (Rupees Forty Lakh Only) and will be made within **15 working days** after the bill is submitted to the Institute's Office.

10. 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 items not clearly understood. No claims for any loss or compensation will be entertained on this account.

11. All the work shall be carried out as per detailed drawings and specifications or as directed by Institute .

12. 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.

13. 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 do not in any way assure the tenderer or guarantee that the work would correspond there to.

14. Adequate engineering and technical staff to be appointed at site. Contractor should inform of their number and qualifications. Approval of Institute should be taken prior to appointing such technical staff on site.

15. **The contractor shall keep the tender submitted by him open for acceptance for a minimum period of three months from the date of it's 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.

16. 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 client reserves the right to get the same rectified at the risk and cost of contractor.

17. 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 15 days of work by the successful tenderer.

18. 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.

19. 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.

20. 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.

21. The Institute shall have the right to direct the contractor to purchase and use the materials from any source for proper execution of work.

22. The Institute or it'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 Institute and the contractor shall permit Institute's authorized representative to be present during any of the tests and /or analysis.

23. INSURANCE

The contractor shall indemnify the Institute up to CAR Policy (Contractor's All Risk Policy) against all claim which may be made against Institute 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 Institute 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 Institute 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 Institute 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 Institute 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.

24. 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.

25. 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 Institutes.

26. 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.

27. 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 client .

28. 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 this period.

29. 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.

30. 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. On no account the Institute's receptacles to be used for this purpose.

The client 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.

31. -NA-

32. 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 to the Institute that in his 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 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 where 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's 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 caused the Institute with the written consent of 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 with the consent of 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 assertion and certify in writing under it's 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.

33. The mode of measurements shall be as per IS: 1200.

35. 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.

36. Partitions shall be measured from finished floor level to bottom level of false ceiling.

38. The Contractor shall not be eligible for any material advance.

15.TECHNICAL SPECIFICATIONS – CIVIL WORKS

TIMBER:
All timbers used are to be of top quality, free from knots, shakes, wormholes, and with a moisture content of not more than 8% to 10% depending on the climatic conditions prevailing at the site.

JOINTS:
All Joints will be standard mortise and tenon, dovetails, dowel, cross-halved, mitred, tongued and grooved and invited. Nailed or glued butt joints will not be permitted. Except in exceptional cases nailed butt joints will not be accepted.

FASTENINGS:
Screws, nails, bolts, will generally be of M.S. G. I wire, except in following examples: "Outdoor Furniture" fastenings will be of brass or other non-Corrosive metal. In hardware, they will match the finish of the hardware item.
Brass Nails in a finished surface shall be neatly punched and the hole filled with wood filler matching the finish. Screws in a finished surface will be round head, raised head or sunk (beneath the surface and the hole plugged with matching colour and grain of the wood surface) unless specially detailed.

MDF EXTERIOR GRADE:
Used mainly for the bodywork of this furniture, shall be Luana or similar close-grained MDF Exterior grade board suitable for veneering painting or bounding plastic laminate. It will be a resin bonded (PFB) weatherproof brand, and for "outdoor" furniture, standard specifications of Approved Brand. Exposed edges will be finished with a piece of soiled wood, tongued and grooved and glued or as detailed.

HARDWARE:
Hinges, lock, latches, door tracks etc., shall be as specified and as far as it possible, by the manufacturer specified. In any variation of this the quality of the substitute shall be equal to or better than the original specified, and sampled should be submitted to the Designer for prior approval.

METAL:
Where metal logs frames etc., are used these shall be welded, brazed, bolted or riveted as required and on finished surfaces. Welding, brazing riveting shall be neatly smoothed so that no evidence of this is apparent on the final finish of the metal, which will be as specified on drawing. On all legs, wood or metal, nylon glides or castor as indicated are to be installed.

FINISH:
This will be as indicated on the drawing and colour scheme chart and materials (timber, plastic laminates, lacquer, paints, etc.,) must be specified. No variations will be accepted unless with the prior approval of the Designer. " Backs " of cabinets etc., where wall hung, shall be treated with an approved brand of wood preservative. Full size drawings or sample prototypes are to be submitted for approval as requested.

Note: This specification is of a general type only, and must be used in conjunction with the drawing of the particular item being made. Anything shown on the drawing, but not in the specification must be complied with, and vise versa.
MATERIALS:
Finished timber shall be of the type specified colour, pattern, substance to be as specified and manufactured or supplied by the company specified. No variation of this will be permitted unless with prior approval of the Designer.

16.TECHNICAL SPECIFICATION FOR ELECTRICAL WORKS

INTERNAL ELECTRIFICATION

1.0 Scope:

This specification is intended to cover the requirements of supply, installation, testing and commissioning of electrical wiring installation and other accessories required for its satisfactory operation. This covers the essential requirements or precautions regarding wiring installations for ensuring satisfactory and reliable service.

1.0 Standards :

The Electrical wiring installations and other accessories shall comply with latest IS : 732 - 1989 and National Electrical code - 1985.

3. Construction

Wall mounted switch boards shall be installed such that the bottom is at a minimum height of 1.35 m above finished floor level wherever applicable, as indicated in the drawing.

Equipment which is on the front of a switch board shall be so arranged that inadvertent personnel contact with live parts is unlikely during the manipulation of switches, changing of fuses or similar operation.

In every case in which switches and fuses are fitted on the same pole, these fuses, shall be so arranged that the fuses are not live when their respective switches are in 'OFF' position.

No fuses other than fuses in instrument circuit shall be fixed on the back or behind a switch board panel or frame.

4. Capacity of circuit:
Lighting Circuits shall not have more than a total of ten points of fans, 5A socket outlets and light points and its total load shall not exceed 800 watts. Lights, fans, and 5A socket outlets can be wired on a single common circuit. If fan circuit is drawn separately, circuit shall not be used more than eight points and load shall not exceed more than 800 watts. In the circuit, the neutral and earth wires can be looped up to 10points. From distribution boards Neutral & Earth wires shall be run for every circuit.

The power circuits shall not have more than two outlets per circuit if load to be fed by each outlet is less than 1KW, and if load is more than 2KW, each outlet shall be connected to a separate circuit.

Switches: All switches shall be placed in the live conductor of the circuit and no single pole switch or fuse shall be inserted in the earth or earthed neutral conductor of the circuits. Single pole switches (other than for multiple control) carrying not more than 15amperes may be of the piano flush type and the switch shall be 'ON' When the knob is down.

Lamp holders: Lamp holders for use on brackets and the like shall have not less than 1.3 cm nipple and all those for use with flexible pendant shall be provided with cord grips. All lamp holders shall be provided with shade carriers. Where centre contact Edison screw lamp holders are used, the outer or screw contact shall be connected to the 'middle wire' or the neutral or to the earthed conductor of the circuit.

Lamps: All incandescent lamps, unless otherwise specified shall be hung at a height of not less than 2.5 m above the finished floor level.

Ceiling rose : a) A ceiling rose or any other similar attachment shall not be used on circuit, the voltage of which normally exceeds 250 volts.

A ceiling rose shall not embody fuse terminals as an integral part of it.

Every socket outlet shall be controlled by a switch. The switch controlling the socket shall be on the 'live' side of side line.5 Amps and 15 Amps socket-outlet shall normally be fixed at any convenient place 60 cm above the floor level or near such level as indicated in drawing. 15 Amps socket outlets in kitchen shall be fixed at convenient place 23cm above the working platform. In a room containing a fixed bath or shower, there shall be no socket outlet and there shall be no provision for connecting a portable appliance.

5 Recessed MS conduit wiring system

a) Making of chase: The chase in the wall shall neatly be made and shall be of suitable dimension to permit the conduit to be fixed in the manner desired by the Engineer-in-charge. In the case of buildings under construction, chases shall be provided in the wall, ceiling, etc. at the time of their construction and shall be filled up neatly after erection of conduit and brought to the original finish of the wall.

b) Fixing of conduit in chase: The conduit shall be fixed by means of staples or by means of saddles not more than 600 mm apart. Fixing of standard bends or elbows shall be avoided as far as practicable and all curves maintained by bending the conduit pipe itself with a long radius which will permit easy drawing-in of conductors. All the threaded joints of rigid steel conduits shall be treated with approved preservative compound to ensure protection against rust.

c) Inspection boxes: To permit periodical inspection and to facilitate replacement of wires, suitable inspection boxes shall be provided at convenient locations. They shall be mounted in flush with the wall. The minimum size of inspection boxes shall be 75 x 75 mm. Suitable ventilating holes shall be provided in the inspection box covers.

d) Types of accessories to be used: All outlets, such as switches and sockets, may be either of flush mounting type or of surface mounting type.

The switches and other outlets shall be mounted on such boxes. The metal box shall be efficiently earthed with the earth continuity wire run along the conduit.

When crossing through expansion joints in buildings, the conduit sections across the joint may be through flexible copper bellows of the same size as PVC conduit. The Number of wires that can be drawn through a conduit shall be strictly as per IS 732 and as mentioned in Drawings.

6. MS Conduits:

MS conduit shall be black enameled and of thickness not less than 16SWG and of size minimum 19 mm dia. The Conduit shall conform to IS 9537/ Part II

Bunching of cables: Separate conduits shall be used for bunching of conductors of AC supply and DC supply for lighting and small power outlet circuits.

All outlets of conduit systems shall be properly drained and ventilated, but in such a manner so as to prevent the entry of insects etc. as far as possible.

Bends in conduit: Wherever necessary, bends or diversions may be achieved by bending the conduits or by employing normal bends, inspection bends, inspection boxes, elbows or similar fittings.

In case of plain conduit, heat may be used to soften the conduit for bending and forming joints.

Positioning of conduit in close proximity to hot surfaces should be avoided.

7. TESTING OF WIRING:

The following tests shall be carried out on all types of wiring on completion of the work and before energizing the installation:

i) Insulation resistance test,

ii) Electrical continuity test,

iii) Earth continuity test,

iv) Earth electrode resistance test,

v) Switch polarity test.

i) Insulation Resistance test:
The insulation resistance shall be measured by using 500 v megger between the following points.

Phase and neutral conductor with all fuses in position and all switches in closed condition and main switch in OFF position with lamps and other devices removed.

Between earth and whole system of conductors with all fuses in place, all switches closed and all lamps in position.

Between all conductors connected to one phase of the supply of the above tests shall not be less than 50 divided by the number of points on the circuit. Where a whole installation is being tested, a lower value than that given by the above formula is acceptable subject to a minimum of one megaohm.

The insulation resistance in megaohm as obtained by each of the above tests shall not be less than 50 divided by the number of points on the circuit. Where a whole installation is being tested, a lower value than that given by the above formula is acceptable subject to a minimum of one megaohm.

(ii) Electrical continuity test:

Each and every circuit shall be tested for electrical continuity by using a multimeter.

(iii) Earth continuity test:

The earth continuity conductor including metal conduit shall be tested for electrical continuity and the resistance of the same along with the earthing lead measured from the connection with the earth electrode to any point in the earth continuity conductor in the complete installation shall not exceed one ohm.

iv) Earth electrode resistance test:

The earth electrode resistance shall be tested as specified in section

(v). Switch polarity test:

Test shall be made to verify that all switches in every circuit have been fitted in the same conductor throughout and such conductor shall be marked for connection to the phase conductor.

8 Distribution Boards:

All the distribution boards shall be with MCBs as described in the respective schedule.

The distribution boards shall be controlled by a switch fuse, miniature circuit beaker or an isolator as described in the respective schedule. Each outgoing circuit shall be provided either with MCB or a fuse on the phase. The neutral shall be connected to a common link and be capable of being disconnected individually for testing purposes.

The distribution boards shall be located as indicated in the respective electrical working drawings and as directed by Engineer - in - charge. The distribution boards shall be fixed on wall in the niche provided and marked with the details of circuits, source of supply, size of incoming wires Etc.,

All marking shall be clear and legible.

The total load of the consuming devices shall be evenly distributed between the number of ways of distribution board.

The consuming devices circuit shall be connected to distribution board in proper sequence, so as to avoid unnecessary crossing of wires.

Cables shall be connected to a terminal only by crimped lugs.

Cables shall be rigidly fixed in such a manner that a clearance of at least 2.5cm is maintained between conductors of opposite polarity or phase and between the conductors and any material other than insulating material.

The incoming and outgoing cables shall be neatly bunched.

9. MOUNTING HEIGHTS: The Mounting heights of various fixtures shall be as specified in the Drawings.

17.FORMAT OF GUARANTEE TO BE EXECUTED BY THE FIRM/CONTRACTOR IN RESPECT OF THE WORK OF POST-CONSTRUCTION ANTI TERMITE TREATMENT

This agreement made this _____day of _____Two thousand _____

between _____ a body corporate constituted under the

_____(Name of the Act) Act 19 having its Head Office at

_____(herein after called 'The Institute') of the one part and

_____(Name of Firm/ Contractor) (Hereinafter called the Guarantor) of the other part.

WHEREAS THIS AGREEMENT is supplementary to a contract (hereinafter called the contract dated

_____and made between the Institute of the one part and the Guarantor of the other part) where by the Firm/Contractor interalia understood to render the building/structure completely free from any infestation of termites. And whereas the Guarantors agreed to give guarantee to the effect that the said building/structure shall remain free from any infestation of termites for a minimum period of ten

years from the date of completion of pre-construction anti termite treatment carried out as per the relevant I.S. code.

Now the Guarantor hereby agrees to make good all defects and render the building/ structure free from any infestation of termites, during this period of guarantee and to the satisfaction of the Institute. The guarantor also agrees to take up such rectification work at his own cost, and within one week from the date of issue of notice from the Institute, calling upon him to rectify the defects. The decision of the Institute as to the cost payable by the Guarantor will be final and binding, in case the guarantor fails to commence the work as per above notice and the work is got done through some other contractor. That if the Guarantor fails to execute the pre-construction anti-termite treatment of commits breach thereunder, then the Guarantor will indemnify the principal and his successors against all loss, damage, costs, expenses or otherwise, which may be incurred by him by any reason of any default on the part of the guarantor in performance and observance of this agreement. As to the amount of loss and or damage and/or costs incurred by the Institute, the decision of the Institute will be final and binding.

In witness where of these presents have been executed by the obligation _____

and by _____and for on behalf of the employed on the day, month and year first above written.

Signed and delivered by _____(IDRBT) by the hands of Sri

_____in the presence of

_____.

Signed, and delivered by the hand of _____(Contractor) in the presence of

_____.

Signed, and delivered by _____(IDRBT) by the hands of Sri

_____in the presence of _____.

Signed and delivered by the hand of _____(Contractor) in the presence of _____.

18.LIST OF APPROVED MANUFACTURERS / NATURAL SOURCES OF MATERIALS TO BE USED IN THE INTERIOR WORKS SUBJECT TO THE APPROVAL OF SAMPLES BY IDRBT.

(ALL THE MATERIALS USED HAVE TO CONFIRM TO GREEN INTERIOR NORMS OF IGBC)

S. No.	MATERIAL NAME.	BRAND / MANUFACTURER.
1.	GLASS.	SAINT GOBAIN /MODIFLOAT / ASAHI FLOAT.
2.	BWP PLY – 710 Grade	GREENPLY / CENTURY PLY / ARCHID.
3.	FLUSH DOOR – CONFIRMING TO IS : 2202 (Part – 1) – 1991.	GREENPLY / CENTUARY / UNIPLY
4.	LAMINATE – CONFIRMING TO IS : 2046-1995.	GREENLAM / MERINO/ CENTURY / BRAVIA.
5.	SCREWS.	GKW NETTLEFOLD OR AS APPROVED.
6.	GI SUPPORT STUDS FOR PARTITIONS	GYPSTEEL ULTRA / US BORAL.
7.	HARDWARE.	EFFICIENT GADGETS (EG) / EARL BEHARI (EBCO) / DOORSET/OZONE
8.	LOCKS.	DOORSET / DORMA/ HETTICH/OZONE.
9.	ADHESIVES.	MOVICOL / FEVICOL SH / ARALDITE/ JEEVANJOR
10.	PAINT.	ASIAN / NIPPON / BERGER / NEROLAC/JSW.
11.	VITRIFIED FLOOR TILES IN HALL AREAS, TOILETS AND WALL TILES IN TOILETS,	JOHNSON / KAJARIA / RAK
12.	GROUTS & EPOXY	LATECRETE EPOXY, BOSTIK EPOXY,DR FIXIT.
13.	WATER PROOFING	FOSROC,LATICRATE,PIDILITE DR FIXIT,
14.	SANITARY FIXTURES	ROCA, JAQUAR, KEROVIT.
15.	CP FITTINGS	ROCA, JAQUAR, KEROVIT.
16.	CPVC PIPES	ASTRAL, FLOWGUARD, ASHIRVAD.
17.	PVC PIPES	SUDHAKAR, CLIPSAL,PRINCE.
18.	CEMENT	ULTRATECH, ACC, RAMCO, INDIA,AMBUJA

NOTE: The Contractor shall use only above mentioned material. All other 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.

LIST OF APPROVED MANUFACTURERS / NATURAL SOURCES OF MATERIALS TO BE USED IN THE ELECTRICAL WORKS SUBJECT TO THE APPROVAL OF SAMPLES BY THE CONSULTANT.

Sl.No	ITEMS	BRAND NAME
1.	MCB/ MCB DB	L&T/SIEMENS/ SCHNEIDER/ ABB / LEGRAND /HAVELLS
2.	CABLE LUGS	DOWELL/3D/JAINSON
3.	FRLS WIRES	RR KABEL/ FINOLEX/ POLYCAB/ L&T/ HAVELLS/ KEI
4.	MODULAR SWITCHES	ANCHOR/ LEGRAND/ HONEYWELL/ HAVELLS/ SCHNIDER
5.	PVC CONDUITS	VIP/PRECISION/ATUL/SUDHAKAR/MODI
6.	CASING / CAPPING	CLASSIC/ MODI/SUDHAKAR
7.	LIGHT FIXTURES	PHILIPS / CROMPTON/ WIPRO/ HAVELLS
8.	EXHAUST FANS	CROMPTON/ GEC/ARMONALD/HAVELLS
9.	CEILING FANS	CROMPTON/HAVELLS/ BAJAJ/ USHA

NOTE : The contractor shall use above mentioned materials only. All other materials shall confirm the specifications laid down. The tenderer shall take this into account while tendering rates / prices. The IDRBT has got every right to select any of the above Makes for the Project. However, the samples of every material including all fixing accessories shall be approved by IDRBT before Execution.