



भारतीय प्रौद्योगिकी संस्थान हैदराबाद  
Indian Institute of Technology Hyderabad

**NOTICE INVITING TENDER**  
**(NIT)**

## INDIAN INSTITUTE OF TECHNOLOGY HYDERABAD

### NOTICE INVITING TENDER

NIT No. IITH/SE/CPPP/2017-18/

1. Item rate/~~percentage~~ rate tenders are invited on behalf of President of India from approved and eligible contractors of CPWD and those of appropriate list of M.E.S., BSNL, Railway and State P.W.D. (B&R) or working contractors of IIT Hyderabad for the below mentioned work.

The enlistment of the contractors should be valid on the last date of submission of bid.

Copy of valid contractor's registration certificate, PAN card, GST Registration certificate & GSTIN should accompany the technical bid.

1.1	NIT No.:	IITH/SE/NIT/CPPP/2017-18/
1.2	Name of Work:	<b>Development of sports facilities at Kandi Campus of IIT Hyderabad.(SH : Construction of shed to accommodate indoor Badminton and Table Tennis games near eastern side of boys' hostel at IIT Hyderabad at Kandi).</b>
1.3	Estimated Cost : (given merely as a rough guide)	<b>Rs 84,71,337/-</b>
1.4	Earnest Money Deposit (EMD):	<b>Rs 1,69,500/-</b>
1.5	Period of Completion:	<b>150 days</b>
1.6	Last date of Receipt of application for issue of tender documents :	05/02/2018
1.7	Last date of issue of tender :	06/02/2018
1.8	Last date and time of submission of bids :	1500 Hrs on 13/02/2018
1.9	Time and date of opening of bid :	1530 Hrs on 13/02/2018
1.10	Cost of bid documents:	<b>1,180/- Including GST@18%</b> .

2. Application for issue of Tender Document must be accompanied by the attested copies of the qualifying documents **as per check list**. Tenders will be issued to eligible contractors provided they produce definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:-

Criteria of eligibility for issue of tender documents apart from basic eligibility:

Three similar works each of value not less than 40% of estimated cost or two similar works each of value not less than 50% of estimated cost or one similar work of value not less than 80% of estimated cost (rounded to nearest Rs. 10 lac) in last 7 (Seven) years ending last day of the month previous to the one in which the tenders are invited.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of tender.

**“Similar Work” shall mean Construction of RCC or Structural Steel Building or Pre-engineered building with internal and external electrical services.**

3. To become eligible for issue of tender, the tenderer shall have to furnish an affidavit as per Form ‘J’ of the NIT.
4. Agreement shall be drawn with the successful tenderer on prescribed Form which is available in the website: **[https://www.iith.ac.in/images/files/tenders/General\\_Conditions\\_Contract%20.pdf](https://www.iith.ac.in/images/files/tenders/General_Conditions_Contract%20.pdf)**  
Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
5. The time allowed for carrying out the work will be as stated at para 1 from the date of start as defined in schedule ‘F’ or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
6. The site for the work is available.
7. Deadlines for applications for issue of tender documents shall be received by the Executive Engineer till 1600 Hrs of the date mentioned at para 1.

Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen for information

at Institute's website:

**<https://www.iith.ac.in/index.php/tenders-notice>.**

Tender documents, excluding standard form, will be issued from his office, during the hours specified above, on payment of cost of tender documents as stated in Para 1 above to be remitted in the form of demand draft of a scheduled bank issued in favour of IIT Hyderabad payable at Hyderabad. Cost of tender or may also be remitted to Institute's account number as per bank particulars given below:

Name of the Account Holder	: Indian Institute of Technology Hyderabad
Account Number	: 30454644537 (Current Account)
Name of the Bank	: State Bank of India
Address of the Bank	: IIT Kandi, IIT Hyderabad Campus, Kandi, Sangareddy, Telangana - 502285
Branch code	: 14182
IFSC code	: SBIN0014182
MICR code	: 502002528
SHIFT code	: SBININBB762

8. Applicants are advised to keep visiting the above mentioned website from time to time (till the deadline for bid submission) for any updates in respect of the tender documents, if any. Failure to do so shall not absolve the applicant of his liabilities to submit the applications complete in all respects including updates thereof, if any. An incomplete application may be liable for rejection.
9. Tenders shall be accompanied with Earnest money as stated in Para 1 above in Deposit at Call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank issued in favour of IIT Hyderabad payable at Hyderabad. Earnest money can be accepted in the form of Bank guarantee issued by a scheduled bank having validity for 6 months or more from the last date of receipt of tenders. Format of bank guarantee is available in 'General Conditions of Contract' as stated in para 4 above.

#### **10. Submission of Bids**

Bid shall be submitted in following manner:

- **Envelope 1 marked "Earnest Money Deposit":**

Earnest money plus cost of bid documents in case the bid document is allowed to be downloaded from IITH website and the Earnest Money plus Proof /receipt of paying the cost of bid in case the tender documents are purchased from the Institute in hard copy form shall be placed in sealed envelope-1 marked "*Earnest Money Deposit*".

- **Envelope 2: marked "Technical Documents"**

The eligibility documents are to be submitted as per the

information / instructions/specimen forms given shall be kept in Envelope-2.

- **Envelope 3: marked “Financial Bid”**

The “Financial Bid” shall be placed in sealed Envelope-3 and should be superscripted as “Financial Bid”.

- **Final Envelope: marked “Tender Documents for <write name of work> ”**

The sealed envelopes no. 1,2 & 3 as above shall be placed in another sealed envelope which shall be submitted before the deadline for submission of the bids.

**11.** The envelop marked “Technical Bid” of only those tenderers shall be opened, whose earnest money, placed in the other envelope, is found to be in order.

**12.** Overwriting should be avoided. Corrections, if any, shall be made by crossing out with dated initial/sign and rewriting.

**13.** The contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Banker’s cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule ‘F’. including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

**14.** The description of the work is as follows:

***Development of sports facilities at Kandi Campus of IIT Hyderabad.(SH : Construction of shed to accommodate indoor Badminton and Table Tennis games near eastern side of boys’ hostel at IIT Hyderabad at Kandi).***

Copies of other drawing and documents pertaining to the works will be open for inspection by the tenderers at the office of above mentioned officer.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may

influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

- 15.** Tenders with any condition including that of conditional rebates shall be rejected forthwith. Rates of such tenders shall neither be read out, nor entered in tender opening register at the time of opening of tenders.
- 16.** The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
- 17.** Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 18.** The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 19.** The contractor shall not be permitted to tender for works if his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Institute.
- 20.** No Engineer of gazette rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his

retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

**21.** The tender for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of tenders/Ninety days from the date of opening of financial bid in case tenders are invited on 2/3 envelop system (strike out as the case may be) if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.

**22.** **All taxes, Labour Cess etc., as applicable shall be borne by the contractor himself. The contractor shall quote his rates considering all such taxes including GST on works. Any recovery towards GST is notified by the competent authority, the same shall be effected and no claim what so ever shall be entertained by IITH. The contractor shall quote his rates accordingly.**

**23.** This notice inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-

- a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- b) Standard Contract form (General Conditions of Contract) as posted in the website of the Institute. The bidder is deemed to have gone through and understood the Standard Contract Form and the General Conditions of Contract.

**Superintending Engineer  
IIT Hyderabad**

-----  
(Signature of bidder)

**FORM 'J'**  
**AFFIDAVIT**

I/we undertake and confirm that our firm/partnership firm has not been blacklisted by any state/Central Departments/PSUs/Autonomous bodies during the last 7 years of its operations. Further that, if such information comes to the notice of the department then I/we shall be debarred for bidding in IIT Hyderabad in future forever. Also, if such information comes to the notice of IIT Hyderabad on any day before date of start of work, the Engineer-in-charge shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee (Scanned copy of this notarized affidavit to be uploaded at the time of submission of bid)

***NOTE: Affidavit to be furnished on a 'Non-Judicial' stamp paper worth Rs.100/-***

Signature of Bidder(s) or an authorized Officer of the firm with stamp

Signature of Notary with seal



### Checklist for issuance of Tender document

Sl No.	Doc Ref	Description of the Document	Enclosed Yes/No	Remarks
1	As per GCC Application for Issue of Tender	Application form for purchase of bid document on letter head of contractor.		
2	NIT Para No.1 : Registration of Contractors	CPWD/MES/BSNL/Railway/ State PWD(B&R) or Working Contractors of IIT Hyderabad		
3	NIT Para No.1 : Eligible Contractors/	Date of Validity of Enlistment		
4	Details of Works completed during last 7 years <i>(Detailed statements to be enclosed)</i>	Not less than 40%of estimated cost(Three similar works)		
		Not less than 50%of estimated cost(Two similar works)		
		Not less than 80%of estimated cost(One Similar work)		
5	As per the Point No. 1.2.3 of NIT (Affidavit)	The tenderer shall have to furnish an affidavit in prescribed format. (Form J)		
6	As per Para No. 7 of NIT	Cost of Tender documents		

## PROFORMA OF SCHEDULES

### SCHEDULE 'A'

Schedule of quantities (Enclosed): As enclosed at Page No ..... to.....

### SCHEDULE 'B'

Schedule of materials to be issued to the contractor

Sl. No.	Description of item	Quantity	Rates in figure & words at which the material will be charged to the Contractor	Place of issue
..... <b>NIL</b> .....				

### SCHEDULE 'C'

Tools and plants to be hired to the contractor

Sl. No.	Description	Hire Charges per day	Place of issue
..... <b>NIL</b> .....			

### SCHEDULE 'D'

Extra schedule for specific requirements/documents for the work, if any.

--- NIL ---

### SCHEDULE 'E'

Reference to General Condition of Contract.: *Posted in the website of the Institute.*

Name of the work : **Development of sports facilities at Kandi Campus of IIT Hyderabad.(SH : Construction of shed to accommodate indoor Badminton and Table Tennis games near eastern side of boys' hostel at IIT Hyderabad at Kandi).**

Estimated cost of work : **Rs.84,71,337/-**

Earnest money : *2% of estimated cost put to tender rounded off to next one hundred Rupees.  
(to be refunded after receiving Performance guarantee)*

Performance Guarantee	:	<i>5% of the tendered value.</i>
Security Deposit	:	<i>2.5% of the tendered value.</i>

**SCHEDULE 'F'**

**GENERAL RULES AND DIRECTIONS:**

Officer inviting tender:- : *Superintending Engineer, IITH*

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3 : *See below*

**Definitions:**

2(v) Engineer -in- Charge : *Executive Engineer, Indian Institute of Technology, Hyderabad.*

2(viii) Accepting Authority : *Director, Indian Institute of Technology, Hyderabad.*

2(x) Percentage on cost materials and Labour to cover all overheads and profit : *15% (Fifteen) per cent.*

2(xi) Standard Schedule of Rate : *CPWD, Delhi Schedule of Rates (DSR) 2016 Civil / Electrical, with up to date correction slips.*

Standard Contract Form : *IITH General Conditions of Contract*

**Clause 1**

i) Time allowed for submission of Performance Guarantee, Programme Chart (Time and Progress) and applicable licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance, in days : *15(Fifteen) Days*

ii)Maximum allowable extension beyond the period provided in(i) above : 7(Seven) Days

: Yes

**Clause 1A**

Whether Clause 1A is applicable

**Clause 2**

Authority for fixing Compensation under Clause 2

: Director, Indian Institute of Technology, Hyderabad

**Clause 2A**

Whether clause 2A shall be applicable

: Not Applicable

**Clause 3(VII)** : If the contractor had secured the contract as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement-will be made ineligible.

**Clause 5:**

Number of days from the date of issue of letter of acceptance for reckoning date of start

: 7 Days

Milestones

: As shown below

<b>Table of Milestones if Applicable</b>			
Sl. No.	Description of Milestone	Time Allowed (From Date of Start)	Amount to be withheld in case of non-achievement of Milestone
1	25% agreement value	One fourth of time allowed for completion.	In the event of non-achieving the necessary progress as assessed from the running payments, 2.5% of tendered value of work will be withheld for failure of each milestone.
2	50 % agreement value	One half of time allowed for completion.	
3	75% agreement value	Three fourth of time allowed for completion.	
4	100% agreement value	Full period of time allowed for completion.	

Time allowed for execution of work : 150 Days

Authority to give fair and reasonable Extension of time for completion of work : *Executive Engineer, IITH*

Rescheduling of mile stones : *Superintending Engineer, IITH*

**Clause 6, 6A:- Measurement Book** : (i) *For works having estimated cost more than Rs 15 Lakh – Clause 6A*

Clause applicable, 6 or 6A

(ii) *For works having estimated cost Rs 15 Lakh or less – Contractor’s option of Clause 6 or Clause 6A (to be exercised at Tender Submission)*

**Clause 7**

Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment : Rs.8.00 Lakh/-

**Clause 7A**

Whether Clause 7A is applicable

: *Yes.  
No running account bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-charge.*

**Clause 10A**

List of testing equipment to be provided by the contractor at site lab : ***As given in additional specifications***

**Clause 10B (ii)- Mobilization advance**

Whether Clause 10 B (ii) shall be applicable : Applicable

**Clause 10C**

Component of labour expressed as percent of value of work : 25%

**Clause 10CA**

: *Not Applicable*

Sl No.	Material covered under this clause	Nearest Materials (other than cement, reinforcement bars and the structural steel) for which All India Wholesale	Base Price of all Materials covered

		Price Index to be followed	under clause 10 CA* (INR)
	Reinforcement steel(TMT)		(48,000/-)/MT
	Cement		(6,500/-) /MT
	Structural steel		(50,000/-)/MT

**Clause 10CC** : *Not Applicable*

**Clause 11**

Specification to be followed for execution :  
of work

**CIVIL WORKS**

**CPWD DSR Items :**

CPWD Specifications 2009 Vol. I & II, with up to date correction slips,

**For MORTH Items**

MORTH Specifications 2001, with up to date correction slips.

**For ELECTRICAL WORKS**

**i) CPWD DSR Items :**

CPWD General Specifications  
Part I Internal 2005  
Part II External 1994  
Part III Lifts & Escalators 2003  
Part IV Substations 2007  
Part V Wet Riser  
Sprinkler System 2006  
Part VI Heating, Ventilation & Air Conditioning Works 2005  
Part VII DG Sets 2006  
all with up to date Corrections Slips.

**For all Market Rate Items:**

Particular Specifications

**Clause 12**

**12.2 & 12.3:** Deviation limit beyond which Clause 12.2 & 12.3 shall apply for : *50% (Fifty Per cent)*  
building work

**12.5 :** Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for : *100% (One hundred per cent)*  
foundation work

**Clause 14** : *Yes.*

Whether Clause 14 is applicable

**Clause 16**

Competent Authority for deciding reduced rates. : *Superintending Engineer, IIT Hyderabad up to 5% of tendered*

amount, beyond which, Director, IITH.

**Clause 18**

List of mandatory machinery, tools & plants to be deployed by the contractor at site

: As required for the work.

**Clause 25**

(i) Constitution of Dispute Redressal Committee (DRC) (DRC shall constitute one Chairman and two members)  
Competent Authority to appoint DRC

: Director, IITH

(ii) Place of arbitration

: Hyderabad

**Clause 36 (i)**

**Requirement of Technical Representative(s) and Recovery Rate**

Sl. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Technical Representative)	Minimum Experience (years)	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 36(i) (INR) / Month / Each	
						Figures	Words
1	Engineering Graduate	Civil	Sr. Technical Representative	10	1	75,000/-	Rupees Seventy Five Thousand Only
2	Diploma Engineer	Civil	Technical Representative (Construction Manager)	5	NIL	50,000/-	Rupees Fifty Thousand Only
3	Diploma Engineer	Electrical / Mechanical	Technical Representative (Construction Manager)	5	NIL	50,000/-	Rupees Fifty Thousand Only

Note: Assistant Engineers retired from government services that are holding diploma will be treated at par with graduate engineers.

**Clause 42**

(i) : Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates

: DSR – 2016 published by CPWD

**(ii) : Variations permissible on theoretical quantities:**

(a) Cement

: 2% plus/minus

(b) Bitumen All Works

2.5% plus only & nil on minus side.

- (c) Steel Reinforcement and structural steel sections for each diameter, section and category : 2% plus/minus
- (d) All other materials Nil

**RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION**

Sl. No.	Description of Item	Rates in figures and words at which recovery shall be made from the Contractor	
		Excess beyond permissible variation	Less use beyond permissible variation
1.	Cement	Nil	6,500+10% per MT
2.	Steel Reinforcement	Nil	48,000+10% per MT
3.	Structural Steel Sections	Nil	50,000+10% per MT



# Special Conditions of Contract

## SPECIAL CONDITIONS

1. Before tendering, the contractor shall inspect the site of work and shall fully acquaint himself about the conditions prevailing at site, availability of materials, availability of land and suitable location for construction of godowns, stores and camp, transport facilities, the extent of lead and lifts involved in the work (over the entire duration of contract) including local conditions, as required for satisfactory execution of the work and nothing extra whatsoever shall be paid on this account.
2. The contractor shall at his own expense and risk arrange land for accommodation of labour, setting up of office, the storage of materials, erection of temporary workshops, and construction of approach roads to the site of the work including land required for carrying out of all jobs connected with the completion of the work. In any case. IIT Hyderabad(Institute) shall not permit setting up of labour camps within its premises. If during construction it becomes necessary to remove or shift the stored materials shed workshop, access roads, etc. to facilitate execution of any other work by any other agency, the contractor shall do as directed by the Engineer-in-charge and no claim whatsoever, shall be entertained on this account.
3. It shall be deemed that the contractor shall have satisfied himself as to the nature and location of the work, transport facilities, availability of land for setting up of camp etc. The department will bear no responsibility for lack of such knowledge and the consequences thereof.
4. The contractor shall have to make approaches to the site, if so required and keep them in good condition for transportation of labour and materials as well as inspection of works by the Engineer-in-charge. Nothing extra shall be paid on this account.
5. The contractor shall be responsible for the true and proper setting out of the work in coordination with the Engineer-in-charge or his authorized representatives and

for the correctness of the positions, levels, dimensions and alignments of all parts of the structure and for the provisions of all necessary instruments appliances and labour in connection therewith. If at any time, during the progress of work, any error appears or arises in the position, levels, dimensions or alignment of any part of the work, the contractor on being asked to do so by the Engineer-in-charge, shall rectify such error to the entire satisfaction of Engineer-in-charge. The checking by the Engineer-in-charge or his authorized representative shall not relieve the contractor of his responsibility for the correctness of any setting out of any line or level. The contractor shall carefully protect and preserve all bench marks pegs and pillars provided for the setting out of works.

6. All setting out activities concerning establishment of benchmarks, theodolite stations centre line pillars etc. including all materials, tools, plants, equipment, theodolite and all other instruments, labour etc. required for performing all the functions necessary and ancillary thereto at the commencement of the work, during the progress of the work and till the completion of the work shall be carried out by the contractor and nothing extra shall be paid on this account.
7. The contractor shall at his own cost submit samples of all materials sufficiently in advance and obtain approval of the Engineer-in-charge. Subsequently, the materials to be used in the actual execution of the work shall strictly conform to the quality of samples approved by the Engineer-in-charge and nothing extra shall be paid on this account. The acceptance of any sample or material on inspection shall not be a bar to its subsequent rejection, if found defective.
8. The contractor shall at his cost, make all arrangements and shall provide necessary facilities as the Engineer-in-charge may require for collecting, preparing, packing forwarding and transportation of the required number of samples for tests for analysis at such time and to such places as directed by the Engineer-in-charge, and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The cost of tests shall be borne by the contractor/Institute in the manner indicated below (except for water):
  - a) By the contractor, if the results show that the material does not conform to relevant specifications and BIS codes or any other relevant code for which conformity test is carried out.
  - b) By the Institute, if the results show that the material conforms to relevant specifications and BIS codes or any other relevant code for which conformity test is carried out.

9. The necessary tests shall be conducted in the laboratory approved by the Engineer-in-charge. The samples for carrying out all or any of the tests shall be collected by the Engineer-in-charge or on his behalf by any other officer of the Institute. The contractor or his authorized representative shall associate himself in collection, preparation, packing and forwarding of such samples for the prescribed tests and analysis. In case he or his authorized representative is not present or does not associate him, the results of such tests and consequences thereon shall be binding on the contractor.
10. Materials used on work without prior inspection and testing (where testing is necessary) and without approval of Engineer-in-charge are liable to be considered unauthorized, defective and not acceptable. The Engineer-in-charge shall have full powers to require removal of any or all of the materials brought to site by contractor which are not in accordance with the contract, Specifications or do not conform in character or quality to the samples approved by the Engineer-in-charge. In case of default on the part of the contractor in removing rejected materials, the Engineer-in-charge shall be at liberty to have them removed at the risk and cost of the contractor.
11. The contractor shall make his own arrangement for the water required for execution of work and get the water tested at his own cost with regard to its suitability for use in the works and get written approval from the Engineer-in-charge before he proceeds with the use of same for execution of work. Nothing extra shall be paid to the contractor on this account.
12. The work shall be carried out in such a manner so as not to interfere/or effect or disturb other works being executed by other agencies, if any.
13. Any damages done by the contractor to any existing work or work being executed by other agencies shall be made good by him at his own cost.
14. The work shall be carried out in the manner complying in all respects with the requirement of relevant rules and regulations of the local bodies under the jurisdiction of which the work is to be executed and nothing extra shall be paid on this account.
15. For completing the work in time, the contractor might be required to work in two or more shifts and no claims whatsoever shall be entertained on this account, notwithstanding the Fact that the contractor will have to pay to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour regulations and the agreement entered upon and/or extra amount for any other reasons,

16. The contractor will have to make his own 'arrangement for obtaining electric connection from the state electricity board and make necessary payments directly to the department concerned and/or install generators at the site of work, if required and nothing extra whatsoever will be payable on this account.
17. The drawings for the work attached in the document relating to this contract and all other drawings that will be issued by the Engineer-in-charge during the execution of work shall at all times be properly correlated before executing any work and no claim whatsoever shall be entertained on this account.
18. The contractor shall maintain in good condition all work executed till the completion of the entire work entrusted to the contractor under this contract and nothing extra shall be paid on this account.
19. No payment will be made to the contractor for damage caused by rain, floods and other natural calamities whatsoever during the execution of the works and any damage to the work on this account shall have to be made good by the contractor at his own cost and nothing whatsoever ' shall be paid on this account.
20. The item rates or percentage rates for all items of work, unless clearly specified otherwise, shall include the cost of all labour materials, de-watering and other inputs involved in the execution of the items.
21. Unless otherwise provided in the schedule of quantities or CPWD Specifications the percentage rates tendered by the contractor shall be all-inclusive and shall apply to all heights, depths, leads and lifts.
22. No claim whatsoever for idle labour, additional establishments, costs of hire and labour charges for tools and plants etc. would be entertained under any circumstances.
23. For the safety of all labour directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractors shall, in addition to the provisions of Safety code and directions of the Engineer-in-charge make all arrangements to provide facility as per the provisions of Indian Standard Specifications (Codes) listed below and nothing extra shall be paid on this account.
  - (a) IS 3696 Part I Safety Code for scaffolds and ladders
  - (b) IS 3696 Part II Safety Code for scaffolds and ladders Part II ladders
  - (c) IS 764 Safety Code for excavation work
  - (d) IS 4081 Safety Code for Blasting and Drilling operations,

- (e) IS4138 Safety Code for working in compressed air.
  - (f) IS 7293 Safety Code for working with construction machinery
  - (g) IS 7969 Safety Code for storage and handling of building materials
24. The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards and by providing red flags, red lights and barriers. The contractor shall be responsible for any accident at the site of work and consequences thereof.
25. In case of Specifications the following hierarchy will be followed:
- (1) Nomenclature of the item.
  - (2) Additional Specifications, particular Specifications, special / additional conditions if any as defined in the contract documents.
  - (3) Drawings
  - (4) CPWD Specifications,
  - (5) BIS Specifications (Latest version) if CPWD Specifications not available.
  - (6) Manufacturers Specifications if BIS Specifications not available.
  - (7) Sound Engineering practices Standard Textbooks.
  - (8) If none of the above is available decision of Engineer-in-Charge will be final.
26. All Stone aggregates, sand, stone dust, etc shall be obtained only from the quarry or other source approved by the Engineer in charge before they are actually procured and used in the work. The percentage rate for the items mentioned in the schedule of quantities includes all charges and nothing-extra payable on any account.
27. Labour Welfare Cess @ 1% shall be deducted at source from the bills of Gross value (which includes the cost of stipulated materials) of the work done and Government shall not entertain any claim whatsoever in this respect in this contract.

28. The ESI and EPF Contribution on the part of the employer in respect of the contract shall be paid by the contractor. This contribution on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in- Charge to the contractor on actual basis. The applicable and eligible amount of EPF and ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.
29. No Running Account Bill shall be paid for the work till the applicable labour license, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-charge.
30. The contractor shall obtain a valid licence under the contract labour (R A) Act, 1970 and the contract labour (Regulation and Abolition) Central Rules, 1971 before the commencement of the work, and continue to have a valid licence until the completion of the work . The contractor shall also comply with provision of the Inter- state Migrant Women (Regulation of Employment and conditions of service) Act 1979.

# **Additional Conditions of Contract**

## Additional Conditions

1. The contractor shall make his own arrangements for obtaining electric connections if required and make necessary payments directly to the department concerned.
2. Other agencies doing works related with this project will also simultaneously execute the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc. for laying/burying in the work of pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for other agencies. Conduits for electrical wiring/cables will be laid in a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same.
3. Some restrictions may be imposed by the Institutes security staff etc., on the working and for movement of labour, materials etc. The contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account.
4. The building work will be carried out in the manner complying in all respects with the requirements of relevant byelaws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra will be paid on this account.
5. The work of water supply, Internal Sanitary Installations and drainage work etc., shall be carried out as per local Municipal Corporation or such local body byelaws and the contractor shall produce necessary completion certificate from such authorities after completion of the work.

6. Water tanks, taps sanitary, water supply and drainage pipes, fittings and accessories should conform to byelaws and specifications of the Municipal Body/Corporation where CPWD specifications are not available. The contractor should engage licenced plumbers for the work and get the materials (fixtures/fittings) tested by the Municipal Body/Corporation authorities wherever required at his own cost.
7. The contractor shall comply with proper and legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charge, which he may be liable.
8. The contractor shall give a performance test of the entire installation(s) as per standing Specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.
9. Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been in built in the items and nothing extra shall be payable (or) extra cement considered in consumption on this account.
10. **Applicable for Works Costing more than Rs 25 Lakh**

The Contractor shall furnish his proposed methodology and programme of construction in comprehensive manner of executing and completing the work within the stipulated period and also for achieving the milestones simultaneously with in the specified periods in schedule F within 7 days of award of tender. The programme shall consist of the various components for each part of the work stipulated to be completed and a bar chart may be appended in this connection.
11. The contractor shall take instructions from the Engineer-in-Charge for stacking of materials in any place. No excavated earth or building material shall be stacked on areas where other buildings, roads, services compound walls are to be constructed.
12. As a policy of the Institute, huts for labour are not permitted at the site of work by the contractors. The contractors are required to provide such accommodation outside the premises of the Institute and nothing extra shall be paid on this account.
13. Royalty at the prevalent rates shall have to be paid by the contractor on all the boulders, metals, shingle sand and bajri etc., collected by him for the execution of the work direct to the Revenue authority or authorized agent of the State Government concerned or Central Government.
14. The Percentage Rate for Centering shuttering includes cost of centering the rate of RCC works include cost of concreting in sloped roof/ chajjas / beams and no



extra rate shall be payable on any account. Single stone slab only should be used in treads and risers of staircase steps etc. Payment shall be made in respect of items. No extra rate shall be payable on this account.

15. The Contractor should construct proper mortar bands of lean mix with adequate depth smaller size over the curved roof for flooding with water proper curing. In case of Arches, wet gunny bags shall be used for a period of two weeks.
16. Samples of all materials like UPVC Pipes, fittings, tiles etc., shall be got approved in advance before placing order for them. Similarly samples of all works shall be prepared in advance and got approved from the Engineer-in-Charge before taking up the work
17. The contractor shall procure all the materials in advance so that there is sufficient time for testing and approving the material and clearance of the same before use in work.
18. The Percentage rate for skirting, dados includes cost of chasing of Brick walls to the required thickness wherever required in order to accommodate required thickness of base cement mortar and nothing extra is payable.
19. The Percentage rate for the different flooring items under flooring sub head, includes the cost of extra cement mortar required to be laid for making the finished floor level at par with the kota stone flooring at all floors and at all levels, and nothing extra shall be payable on any account.
20. No payment shall be made for preparing the existing surface like flooring, masonry etc. for hacking, cleaning to receive new work.
21. No payment shall be made for extra for scaffolding required for external works at all levels.
22. Applicable for Works costing more than Rs 50 Lakh

**23. Reports to be submitted by Contractor**

- (i) The contractor shall submit monthly progress report of the work in a computerized form. The progress report shall contain the following, apart from whatever else may be required as specified: i) Project information, giving the broad features of the contract.
- (ii) Introduction, giving a brief scope of the work under the contract, and the broad structural or other details.

- (iii) Construction schedule of the various components of the work through a bar chart for the next 2 quarters (or as may be specified), showing the milestones, targeted tasks and up to date progress.
- (iv) Progress chart of the various components of that are planned and achieved, for the month as well as cumulative up to the month, with reasons for deviations, if any, in a tabular format.
- (v) Plant and machinery statement, indicating those deployed in the work, and their working along with their designations.
- (vi) Manpower statement, indicating individually the names of all the staff deployed in the work, along with their designations.
- (vii) Financial statement, indicating the broad details of all the running account payments received up to date, such as gross value of work done, advances taken, recoveries effected, amounts withheld, net payments, details of cheque payments received, etc.
- (viii) A statement showing the extra and substituted items submitted by the contractor, and the payment received against them, items pending for sanction/decision by the Department, broad details of the bank guarantees, indicating clearly their validity periods, broad details of the insurance policies taken by the contractor, if any, the advances received and adjusted from the department, etc.
- (ix) Progress photographs, in colour, of the various items/components of the work done up to date, to indicate visually the actual progress of the work.
- (x) Quality assurance and quality control tests conducted during the month, with the results thereof.

24. **PROGRESS REPORT**

The progress report submitted by the contractor has to be checked and certified by the Junior Engineer or Assistant Engineer, and has to be reviewed by the Executive Engineer and the Superintending Engineer, over their dated signatures.

**A. Physical.**

Name of Item	Quantity as per Agreement	Quantity extended during the month	Total up to date quantity executed	Anticipated balance quantity

**B. Financial**

Total Ten- dered amount	Work done dur- ing the month	Total amount of work done up to date	Anticipated amount of bal- ance work

25. The contractor has to submit the progress report to the Sub division office in quadruplicate by 10th day of every month as per the above proforma along with photographs of the work done during that month. The contractor shall be charged at Rs. 2500/- (Rupees Two thousand five hundred only) in the event of non receipt of monthly progress report on due date (i.e on 10th day of every month) to the sub division office in the manner prescribed above. In case 10th day happens to be a closed holiday then the progress report will be submitted on the next working day.