

**ITI LIMITED**  
**NAINI-ALLAHABAD-211010**  
**NOTICE INVITING TENDER**

Ref: Naini/Civil/1006/05/2020-21

Date: 09.01.2021

Sealed tenders are invited for under mentioned work on behalf of a Government of India undertaking ITI Limited, Mirzapur Road, Naini, Allahabad-211010, CIN: L32202KA1950GOI000640 from the Contractors those who are registered with CPWD/MES/Railways/PSUs/Govt. Organizations and those working in ITI Limited who have executed jobs of similar nature and magnitude (for ITI working contractors half of the amount) need only send the filled up tender documents.

S. No.	NIT No. & Name of Work	EMD (Rs.)	Completion Period	Sale Date of Start/Close	Date of Receipt & Opening
01	Naini/Civil/1006/05/2020-21 & Cleaning of Grass & Jungles in the Company Premises as on required basis for a period of 01 Year, Estimated Cost: <b>Rs. 3.56.550=00</b> (including GST)	7,200/-	01 Year	09.01.2021, 10.00 AM to 18.01.2021 04.00 PM	19.01.2021 02.00 PM & 19.01.2021 02:30 PM

**Tenders will be accepted in Two-Bid System:** Tenders will be accepted in two-bid system having three envelopes. Envelope No.1 & Envelope No.2 shall be part of Techno-Commercial bid.

**1. The Documents related to eligibility criteria in Envelope No.1:**

Satisfactory completion certificate / work order for similar nature of civil works issued by competent authority not below the rank of Executive Engineer in the **Last five years** for an equal amount in single order. However, working contractors of ITI Limited will be eligible for the bid, if the cost of single tender executed by them is 50 % of this NIT being called for.

**2. The Technical-Cum-Commercial bid in Envelope No. 2.** It should contain the following documents:

(a) Affidavit for proprietary / partnership deed / articles of association including changes in Constitution of firm **during last 03 years.**

(b) Photocopy of PAN Card, GST Registration Certificate & ITR of last 03 years in the name of firm.

(c) Relevant Licence (If any) related to the above work.

(d) Proof of registration for statutory obligations i.e. PF, FP, ESI & EDLI etc.

(e) **EMD of Rs. 7,200/-** (Rupees Seven Thousand Two Hundred Only) in form of DD favouring **ITI Limited, Naini, Prayagraj.**

(f) The general conditions of contract and special terms & conditions and un-priced bid duly signed & stamped as token of acceptance.

**3. The Price Bid in Envelope No.3:** It should consist of our bill of quantity duly filled in with rates as **amounts**. Contractor will quote as **amounts** on fix charges of above Estimated Cost.

4. The envelopes should be sealed (Lac sealing at all the joints of the envelope), which shall be super scribed with NIT No., Name of work and Last date of receipt of tender on the top.

5. Tender documents can be obtained from the office of Chief Manager (C&S) , ITI Limited, Mirzapur Road, Naini, Allahabad on payment of **tender fee of Rs. 500/- (Rupees Five Hundred only)** in cash section by challan or by bank draft favouring ITI Limited Naini, Payable at SBI, ITI Complex branch, Naini (Code No. 3486) or from website mentioned.

6. ITI Ltd. will not be responsible for non/late receipt or loss of tender documents in postal transit.

7. The issuance of tender documents does not mean that the contractor is technically suitable.

8. ITI Ltd Reserves the right to accept or reject the tender in any stage without assigning any reason there off.

9. Tenderer shall submit the tender documents in the tender box kept in **Ground Floor, office of Chief Manager (C&S), ITI Limited, Mirzapur Road, Naini, Prayagraj (Allahabad)-211010.**

10. For more details, Tenderer may visit our web site [www.itilttd.in](http://www.itilttd.in), <http://eprocure.gov.in/cppp> & <https://tenders.gov.in>. The complete tender documents can be down loaded from our web site and tender fee is to be submitted by bank draft favouring ITI Limited Naini, Payable at SBI ITI Complex branch, Naini (Code No.3486) along with offer in Envelope No. 2.

CM (C&S)

आईटीआई लिमिटेड  
नैनी, प्रयागराज (इलाहाबाद) - 211010 (उ. प्र.)

निविदा प्रपत्र

विषय: **Cleaning of Grass & Jungles in the Company Premises as on required basis for a period of 01 Year.**

निविदा क्रमांक : Naini/Civil/1006/05/2020-21

Date: 09.01.2021

निविदा का मूल्य : रु. 500/- (रुपये पाँच सौ मात्र )

निविदा निर्गत की गयी – मेसर्स / श्री

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मोबाइल. न.....

1. निविदा प्रपत्र निर्गत करने की आरम्भ तिथि - **09 January 2021**
2. निविदा प्रपत्र निर्गत करने की अन्तिम तिथि - **18 January 2021**
3. आवेदन की तिथि - **January 2021**
4. निविदा प्रपत्र देने की तिथि - **January 2021**
5. निविदा प्रपत्र जमा करने की अंतिम तिथि - **19.01.2021 @ 02:00 PM**
6. निविदा खोलने की तिथि एवं समय - **19.01.2021 @ 02:30 PM**

मुख्यप्रबन्धक (निर्माण&सेवायें)

**Note:** Counter offer if made shall not be accepted, opened and shall be ignored fully as null and void.

**ITI LIMITED**  
**NAINI, PRAYAGRAJ - 211010**

**SCHEDULE OF QUANTITY**

**Sub:** Cleaning of Grass & Jungles in the Company Premises as on required basis for a period of 01 Year

S. No.	Description of Items	Unit	Qty.	Rate (Rs.)	Amount (Rs.)
01	Hiring of Hydraulic Excavator of 1 cum bucket. <b>Note: 1.</b> Above hire - charges include cost of services of operating staff, Cost of lubricating oil, diesel / Petrol/ Kerosene oil, other consumables for running the plant and machinery and excluding GST. <b>2.</b> The hire charges of plant machinery on per day basis are for single shift of eight working hours.	Hrs.	60		
02	An unskilled labour is required as per minimum wage for the work of removal/ collection /disposal of garbage & cut roots of jungles generated by Item No 01 upto a distance of 100 m outside the periphery of the area cleared & other misc. works as per direction of Engineer-In-Charge.	Day	40		
03	Clearing jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth up to 30 cm measured at a height of 1m above ground level and removal of rubbish up to a distance of 50 m outside the periphery of the area cleared.	Sqm	13,000		
04	Clearing grass and removal of the rubbish up to a distance of 50m outside the periphery of the area cleared.	Sqm	16,000		
<b>Total (Rs.) : (A)</b>					
<b>GST@18% on (A)</b>					
<b>GRAND TOTAL</b>					
Rupees In Words:					

Name  
Address

Signature and Stamp of contractor

**Scope of Work:**

- Clearing of lawn in front of Old admin building, new admin building & exchange department, both side of Gallery/Corridor from B-hanger to R&D.
- Cleaning along of both side roads from Main gate to Sadwa colony gate.
- Cleaning of both side roads of Transport department link road.
- Cleaning of both side of link roads in township and other surrounding areas of electrical Poles.
- And other misc. cleaning work surrounding buildings & link road as per direction of Engineer-In-Charge.
- Clearing of grass approx. 16,000 Sqm and removal of garbage 50/100m away from site or as per direction of Engineer-In-Charge.
- Clearing of jungles including uprooting of area 13,000 Sqm where the JCB Machine will not suitable/accessible and as per requirement of company within the company premises.
- Uprooting, Cutting and cleaning thorny bush, shrub, herbs & jungles by JCB Machine on hourly basis.
- All the above items of work could be performed anywhere within the company premises as per requirement of company or direction of EIC.
- Water charges & Cess will be deducted @ 1% of work value.

Name  
Address

Signature and Stamp of contractor

## Civil Engineering Department

### Terms & Conditions

1. In case bidder or executer is a sub-contractor of registered contractor, copy of MOU/ agreement with principal bidder is required to submit along with tender documents.
2. Contractor have to ensure workmen insurance as applicable before commencement of work with a valid period effective from day one of the contract lasting till last date of completion of work order.
3. Contractors will be responsible for fulfilling the Laws of Minimum wages Act & other statutory regulations regarding manpower employed by him. Any liability arising out of non-compliance of rules will be recovered from him.
4. Time is the essence of the contract & the contractor will be fully responsible for the same. He has to mobilize the sufficient manpower to complete the work otherwise appropriate compensation for delay will be levied, if the delay caused will be accounted in contractor part penalty will be deducted from the bill.
5. Income-tax as applicable will be deducted from the bill of the contractor as per rules.
6. Proof of registration for statutory obligations i.e.; PF, FP, ESI etc should be submitted to ITI Ltd. along with the bid.
7. For all contracts PF, FP, ESI, EDLI etc. has to be strictly borne by contractors.
8. MSME registered vendor will be exempted from tender fee & EMD and participants would have to submit supporting documents that whether they are MSME registered & others.
9. The general terms & conditions normally applicable for civil works will be applicable to the contract also & binding on the contractor.
10. Security @ 05% will be deducted from the work value for the period of **06 Month** of Rs. 5, 000/- & above on the contract value whichever is greater.
11. **Water charges & Cess** will be deducted @ 1% of work value.
12. For ITI working contractor the cost of tender executed by them, 50% NIT value being called for, and 100% NIT value for external contractor with similar nature of work, during **Last five years**.
13. The amount of loss due to negligence or otherwise will be recoverable from the contractor.
14. In case of any dispute, the decision of Unit Head, ITI Limited, Naini, Prayagraj-211010 will be final and binding to both the parties.
15. Registered contractors will be preferred for issue of work orders.
16. In every bill, contractor has to be submit an undertaking that no labour payment is pending.
17. 100% labour payment will be considered of work value for payment of PF, ESI, EDLI & FP etc. in labour oriented work.
18. In future, after your written consent a “repeat order” can also be given up to same Magnitude of work order value on same rate, ‘Terms & Conditions’ of work order and it is the full discretion of ITI’s management.
19. The document submitted by bidder should be clear, neat and visible to readable.
20. Tax Deductions will be as per prevailing applicable Government Rules and quote rates including GST.

## **OTHER DETAILS OF NOTICE INVITING TENDER**

1- Sealed tenders are invited on behalf of ITI Limited, Naini, Prayagraj (Allahabad) CIN: L32202KA1950GOI000640 from the contractors registered / working with CPWD / MES / Central & State Government Departments / PSUs / ITI Limited for the following work at ITI Limited, Naini, Allahabad.

**2- Cleaning of Grass & Jungles in the Company Premises as on required basis for a period of 01 Year: 3.57 Lacs Approx.**

3- Sealed tenders superscripted Tenders for **Cleaning of Grass & Jungles in the Company Premises as on required basis for a period of 01 Year** in plant premises for ITI Limited at Naini shall reach the office of the **Chief Manager (Civil&Services)**, ITI Limited, Mirzapur Road, Naini, Allahabad-211010 by **02.00 PM** on **19.01.2021**. The tenders shall be opened at **02.30 PM** on **19.01.2021** in the presence of the tenderers or their authorized representatives who wish to be present.

4- The Earnest Money Deposit is **Rs. 7,200/- (Rupees Seven Thousand Two Hundred Only)**. The tenderers shall pay this by Demand draft in favour of **"ITI Limited, Naini"** issued by a Scheduled bank. The E.M.D. will be returned to the tenderer if his tender is not accepted without any interest on the amount within one month of finalization of tender.

5- The time allowed from the date of issue of work order for completion of work is up to **01 Year** subject to details of General Terms and Conditions of this tender.

6- Tenders shall remain firm and valid for acceptance for a period of **Four Months (120 Days)** from the last date of receipt of the tenders.

7- ITI Limited, Naini does not bind himself to accept the lowest tender and reserves to himself the right to accept or reject any or all the tenders either in **whole or in part** without assigning any reason for doing so.

8- ITI Limited, Naini reserves to himself the option to allot the work partly or wholly to a single or different contractors.

9- The tenderer must obtain for himself on his own responsibility and at his own expenses. All the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings if any and must visit the site and inspect the site of work and all the matters pertaining thereto. The tenderer is deemed to have studied and fully acquainted him with the working conditions etc. Once the tender is opened, no claim for the working conditions will be entertained.

10- The tender submitted on behalf of a firm shall be signed by all the partners or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise, the tender is liable to be rejected.

11- The tender form must be filled in English and all entries must be made by hand and written in ink. If any part of the document is missing or is unsigned, the tender will be considered invalid.

12- All erasures and alterations made while filling the tender must bear the initials of the tenderers. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void. No advice of any change in rate or conditions after the opening of the tender will be entertained.

**13-** The tenderer should attach with the tender a certified copy of a currently valid income tax clearance certificate and produce the original when asked for.

**Note: Conditional tenders are liable to be rejected. Counter offer if made shall not be accepted, opened and shall be ignored fully as null and void.**

**14- Mode of Submission:**

**14.1- Caution:** The submission of your offer shall be in strict compliance with the instructions given hereunder. It is in the interest of the Contractor to observe carefully the instructions w.r.t. superscription, number of envelopes, the contents of each envelope etc. If the submission of offer is variant to the instructions given hereunder it shall entail the out-right rejection of the offer at the respective stage of bid processing including opening of bids/ envelopes.

**14.2- No. of Envelopes:** Envelope No.1 & Envelope No. 2 shall be part of Technical bid. The tender offer shall be in three separate SEALED Envelopes (Lac sealing at all the joints of envelope) containing the required documents described in detail hereunder:-

**Envelope No. 1** will contain eligibility criteria as per NIT.

**14.3- Envelope No. 2 shall consist of:**

**(a)** Demand Draft of required amount towards EMD and tender fee in case the tender is downloaded from website.

**(b)** ORIGINAL plus two photo - copies of covering letter of your offer.

**(c)** Entire set of original tender documents listed at ENCLOSURE-1 Without indicating any rates and/or amount at any place with your endorsement and company seal / stamp on each page thereof in token of your acceptance to the terms, conditions and specifications etc.

**14.4 Envelope No. 3 shall consist of: Two (2) Sets (original plus one photo copy)** marked as copy 1/2 and 2/2 of Price bid i.e. BOQs duly filled in & signed with rates and amounts.

**14.5** Your offer can be submitted either in person or through registered post/speed post/air courier. The date & time of the submission of offer shall be reckoned as date & time of receipt of offer by ITI Limited, Naini, Prayagraj (Allahabad).

**15 - Tender Opening:**

**15.1-** Tender shall be opened on **19.01.2021** at **02:30 PM.** i.e. the same day of tender submission in the office of CM (C&S).

**15.2-** Envelope No. 1 and 2 consisting of the Technical-Cum-Commercial part of the offer will be opened after verifying the compliance of eligibility criteria as per schedule given at Para-15.1 in the presence of such of those tenderers or their representatives/authorized agents who wish to be present only on production of authorization letter to that effect from the Officer signing the tender offer. Only one representative will be allowed to attend tender opening. The representative should be able to discuss/clarify all the technical/commercial aspects and should be prepared to stay for 2-3 days. This requirement is a must.

**15.3-** The Envelope No. 3 consisting of Price portion of the offer shall be opened only for those offers which are found technically suitable (Envelope1&2) after the scrutiny by tender committee.

**NOTE:**

**1- Last Date for Submission of This Tender is 19.01.2021 (02.00 PM).**

**2- COUNTER OFFERS IF MADE WILL NOT BE ACCEPTED AND WILL BE IGNORED.**

Dear Sir(s),

I/We have read and examined the following documents relating to **Cleaning of Grass & Jungles in the Company Premises as on required basis for a period of 01 Year.**

- (a) Notice Inviting Tender
- (b) Specification/Bill Of Quantities &
- (c) Drawings (if Any)
- (d) General condition of the contract.

I/We hereby tender for execution of the works referred to in the aforesaid documents upon the terms and conditions contained or referred to therein and in accordance in all respects with the specifications, designs, drawings and other relevant details at the rates contained in Schedule of Rates and within the period(s) of completion as stipulated for the total sum of **Rs. 3.57 Lacs approx.**

In consideration of I/We being invited to tender, I/We agree to keep the tender open for acceptance for **120 days** from the due date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to the Company.

A sum of **Rs. 7,200/-** is hereby forwarded in Bank Draft as Earnest Money. If I/We fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to the Company. I/We agree that the Company shall without prejudice to any other right or remedy, be at liberty to forfeit 10% of the said earnest money absolutely. Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.

If after the tender is accepted, I/We fail to commence the execution of the works as provided in the conditions. I/We agree that the Company shall without prejudice to any of their right or remedy be at liberty to forfeit the said earnest money absolutely.

I/We further agree that in the case my/our tender is accepted to deposit the security amount in accordance with the general terms and conditions enclosed herewith.

Also undertake to complete all works and hand over the same in a satisfactory manner to the Company or their authorized representative within **01 Year** from the date of work order issued to start the works/from the date of signing the contract whichever is earlier.

I/We have read and understood the Company's general terms and conditions governing this contract and agree to abide by all the terms and conditions stipulated therein.

The Earnest Money Deposit is **Rs. 7,200/- (Rupees Seven Thousand Two Hundred Only).**

The tenderers shall pay this sum in the form of Demand Draft in favour of "**ITI Limited, Naini, Allahabad**" issued by a scheduled bank. The Earnest Money Deposit will be returned to the tenderer if his tender is not accepted without any interest on the amount. The estimated cost of works is **Rs. 3.57 Lacs.** I/We understand and note that the decision to entrust the above work to the lowest tenderer or otherwise rests with the Company

Yours faithfully,

Date:

(Contractor)



Signed in the presence of the following witnesses:

1- Signature: -----

Name: -----

Address: -----

2- Signature: -----

Name: -----

Address: -----

### **SCOPE AND PERFORMANCE**

#### **Contract Documents:**

4- The Contractor shall be furnished free of charge one certified true copy of the Contract Documents (Except standard specification and the Schedule of Rates) and of all further drawings which may be issued during the progress of the works. He shall keep one copy of these documents on the site in good order, and the same shall at all reasonable times be available for inspection and use by the Engineer-In-Charge, his representatives or by other Inspecting Officers.

4.1- None of these documents shall be used by the contractor for any purpose other than that of this contract.

4.2- The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this contract have noticed that the Indian Official Secrets Act 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of such works under contract.

#### **Works to be carried out:**

5- The works to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment and transport which may be required in preparation of and for and in full and entire execution and completion of works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include waste of materials, carriage and cartage, carrying in return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for full and entire execution and completion aforesaid in accordance with good practices and recognized principles.

#### **Inspection of Site:**

6- The Contractor shall inspect and examine the site and its surroundings and shall satisfy himself before submitting his tender as to the nature of the ground & subsoil (so far as is practicable), the form & nature of the site, the quantities and nature of works and materials necessary for the completion of the work & means of access of the site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies & other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

**Sufficiency of Tender:**

7- The contractor shall be deemed to have satisfied himself before tendering as to the correctness & sufficiency of his tender for the works & of the rates & prices quoted in the schedule of quantities, which rates & prices shall, except as otherwise provided, cover all his obligations under the contract & all matters & things necessary for the proper completion and maintenance of works.

**THE EARNEST MONEY DEPOSIT AND SECURITY DEPOSITS:**

9. **(a) (i)** The Contractor shall deposit along with the tender 2% of the value of contract by way of Demand draft, which would be retained by the Company as part of the Security for the due and faithful fulfillment of the contract by the contractor. The total amount of Security Deposit including EMD payable by the contractor shall be 5% of the total value of the contract. Tenders, who are not accompanied by EMD, are liable to be rejected.

**(ii) After adjusting EMD, the Contractor has to pay by way of Demand Draft, the difference between the 5% and EMD of the accepted tender value at the time of entering into an agreement.**

**(iii)** The balance Security Deposit of 5% of the tendered value to make up the total security deposit 5% may be recovered from the Contractor's bills.

**(b)** The Security Deposit shall remain at the entire disposal of the Company as a Security for the satisfactory execution and completion of the works, in accordance with the conditions of the Contract.

**(c)** The Company shall be at liberty to deduct and appropriate from the Security Deposit such compensations and dues as may be payable by the contractor under the Contract and the appropriation will be made good by further deduction from the contractor's subsequent interim bills, in the same manner as aforesaid, until the security deposit is restored to its full limit mentioned above.

**(d) Refund of Security Deposit:** One half of the Security Deposit refundable to the Contractor worked out on the basis of the value of work completed shall be refunded to the Contractor on the Engineer-In-Charge certifying in writing that the work has been completed as per condition 31 hereof, etc.

**(e)** On expiry of the Defects Liability period (referred to in condition 33 hereof) or on payment of the amount of the final bill payable in accordance with condition 49, whichever is later, the Engineer-In-Charge shall on demand from the contractor, refund to him the remaining portion of the Security Deposit, provided the Engineer-In-Charge is satisfied that there is no demand outstanding against the contractor.

**(f)** If the contractor so desires, the Company may consider refunding of the 5% Security Deposit recovered from the bills after completion of the work and payment of the final bill, on production of a Banker's Guarantee for a like amount. This Banker's Guarantee shall be redeemed after completion of the defects liability period as envisaged in clause 33.

## DEVIATION / VARIATIONS EXTENT & PRICING

**10-** The Engineer-In-Charge shall have power (i) to make alterations in, omissions from, additions to, or substitutions from the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non - availability of a portion of the site or for any other reason, and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-In-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereinafter provided. No work shall be ordered by the Engineer-In-Charge as a deviations and in the event of any deviation being ordered which is the opinion of the contractor changes the original nature of the contract, he shall nevertheless carry it out and the disagreement as to the nature of work and the rate to be paid there for shall be resolved in accordance. **Such deviations / variations shall however be limited to the following:**

- (i)** Lump sum contracts based on drawings & specification at 10% of contract value awarded.
- (ii)** All other contracts.
- (iii)** Where the estimated cost does not exceed Rs. 10 Lakhs, at 20% of contract value awarded.
- (iv)** Where the estimated cost exceeds Rs. 10 Lakhs, at 10% of contract value awarded.

**10.1-** The time of completion of the works shall, in the event of any deviations resulting in additional cost over the contract sum being ordered be extended as follows if requested by the contractor:

- (a)** In the proportion which the additional cost of the altered, additional or substituted work, bears to the original contract sum; plus.
- (b)** 25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the Engineer-In-Charge.

**If any such item of work carried out by the contractor on the instructions of Engineer-In-Charge, which is not covered by the “accepted schedule of rates”, rates for additional altered or substituted work shall be worked out in accordance with the following provisions in their respective order:-**

- (i)** If the rate for the additional, altered or substituted work is specified in the contract for similar nature of the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.
- (ii)** If the rate for the additional, altered or substituted work is not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- (iii)** If the altered, additional or substituted work includes any work for which no rates is specified in the contract for the work and which cannot be derived from similar class of work of the contract, then such work shall be carried out at the rates entered in. C.P.W.D., D.S.R. of 2018 at -----percent above / below the mentioned CPWD DSR rate.

**(iv)** If the rates for the additional, altered or substituted work cannot be determined in the manner specified in sub clause (i) to (iii) above, then the contractor shall within 7 days of the date of receipt of order to carry out the work, inform Engineer-In-Charge of the rate which is his intention to charge for such class of work, supported by analysis of rate or rates claimed, and the Engineer-In-Charge shall determine the rate or rates on the basis of the prevailing market rates and pay the contractor accordingly. However, the Engineer-In-Charge, by notice in writing, will be at full liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable. But under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates of items falling under this clause.

### **SUSPENSION OF WORKS:**

**11(a)**-The contractor shall, on receipt of the order in writing of the Engineer-In-Charge, suspend the progress of the works or any part thereof till such time and in such manner as the Engineer-In-Charge may consider necessary for any of the following reasons:-

- (i)** On account of any default on the part of the contractor.
- (ii)** For proper execution of the works or part thereof for reasons other than the default of the agency.
- (iii)** For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-In-Charge.

**(b)** If the suspension is ordered for reasons (ii) and (iii) in sub - Para (a) above.

- (i)** The contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25 % and
- (ii)** If the total period of all such suspensions exceeds thirty days, the Contractor shall, in addition, be entitled to compensation, as the Engineer-In-Charge may consider reasonable, in respect of salaries and / or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, provided the contractor submits his claim supported by details to the Engineer-In-Charge within **14 days** of the expiry of the period of **30 days**.

**(c)** If the work or part thereof is/are suspended on the orders of the Engineer-In-Charge for more than three months at a time, except when suspension is ordered for reason (i) In sub-Para (a) above, the contractor may after receipt of such order serve a written notice on the Engineer-In-Charge requiring permission within fifteen days from receipt by the Engineer-In-Charge of the said notice, to proceed with the works or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by the Company under condition 10 or where it affects the whole of the works, as an abandonment of the works by the Company shall within 10 days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-In-Charge.

In the event of the Contractor treating the suspension as an abandonment of the contract by the Company, he shall have no claim to payment of any compensation on account of any profit or advantage which he may have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to compensation, as the Engineer-In-Charge may consider reasonable, in respect of salaries and /or wages paid by him to his employees and labour at site, remaining idle in consequence and of materials collected which could not be utilized on the works, provided the contractor submits his claim supported by the details to the Engineer-In-Charge within 28 days of the expiry of the period of 03 months.

## **TIME AND EXTENSION FOR DELAY**

**12-** The time allowed for execution of the works as specified in the contract or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence from the 15<sup>TH</sup> day after the date on which the Engineer-In-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Company shall without prejudice to any other right or remedy, be at liberty to forfeit the earnest money absolutely.

**12.1-** As soon as possible after the contract is concluded, the Engineer-In-Charge and the Contractor shall agree upon a 'Time and Progress chart'. The chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and maybe amended as necessary by agreement between the Engineer-In-Charge & the Contractor within the limitations of the time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work exceeds one month (save for special jobs where different progress schedule is specified) complete 1/8<sup>th</sup> of the whole of the work before 1/4<sup>th</sup> of the whole time allowed in the contract has elapsed; 3/8<sup>th</sup> of the work before 1/2 of such time has elapsed and three fourth before 3/4<sup>th</sup> of such time has elapsed.

### **12.2- If the works be delayed by:**

- (a)** Force majeure
- (b)** Abnormally bad weather
- (c)** Serious loss or damage by fire
- (d)** Civil commotion, local combination of workmen, strike or lockout, affecting any of the trades, employed on the works
- (e)** Delay on the part of other contractors or tradesmen engaged by Company in executing work not forming part of the contract
- (f)** Non-availability of stores, which are the responsibility of Company to supply.
- (g)** Non-availability or break-down of Tools and plant to be supplied or supplied by company.
- (h)** Any other cause which, in the absolute discretion of the Company is beyond the Contractor's control.

Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer-In-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-In-Charge to proceed with the works. For this purpose contractor will maintain Hindrance Register at site with supporting documents.

**12.3-** Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

**12.4-** In any such case the Company may give a fair & reasonable extension of time for completion of the work. Such extension shall be communicated by the Engineer-In-Charge in writing, within 3 months of the date of receipt of such request by the Engineer-In-Charge.

## PLANT AND EQUIPMENT

**13-** The Contractor shall arrange at his own expense all tools, plant and equipment (hereinafter referred to as T&P) required for the execution of the work, except the items which may be given to him on hire by the Company. Company's T&P hired to the contractor shall be conveyed by him at his expense from the place of issue to the site and back.

**13.1-** If the Contractor requires any item of T&P on hire from the Company over and above the requirements indicated by him at the time of submitting his tender, the Company will, if such item is available, hire it to the contractor at a rate fixed by the Engineer-In-Charge.

**13.2-** The period of hire will be reckoned from the commencement of the day of issue upto the end of the day of return (including all recognized holidays) irrespective of the actual hour of issue and return. The contractor will be exempt from levy of any charges for the number of days he is called upon in writing by the Engineer-In-Charge to suspend execution of the work, provided Company's T&P in questions has, in fact remained idle with the contractor because of the suspension, provided the contractor, in case the period of suspension, exceeds 11 days, returns Company's T & P to the place where it was issued.

**13.3-** The hire charges shall be reckoned as under:

- (a)** The first eight working hours (excluding a break of one hour) constitutes one working day.
- (b)** Every working hour or part thereof in excess of 8 working hours, at the rate of 1/8<sup>th</sup> of the hire charges for a working day provided however if the Company has paid more than at the rate of 1/8<sup>th</sup> of the wages of the crew for overtime under Minimum Wages Act or any other law for the time being in force. The excess over 1/8<sup>th</sup> of the wages shall also be charged to the Contractor.

**13.4-** If at any time Company's T&P has not worked at all during a day except for a breakdown, or has worked for less than 8 hours in a day, the contractor shall be charged for one working day.

**13.5-** If any item of Company's T&P has stopped working on account of a breakdown before it has worked for four hours in a day, the contractor will be charged for half a working day. If the item has stopped working after it has worked for more than four hours but less than 8 hours, the contractor will be charged for a full working day.

**13.6-** The hire charges mentioned in conditions 13 to 13.5 above cover charges of crew, stores for maintenance & cleaning purposes & fuel needed to start a machine at the time of issue. All other charges such as cost of fuel for running a machine, engine, oil, kerosene oil, etc. for working Company's T&P and all unskilled labour & water required for serving / wash out shall be borne by the contractor. The contractor shall permit the Engineer-In-Charge to carry out periodical maintenance of Company's T&P & there will be no deduction in the hire charges for the period spent on such maintenance. However, the contractor shall be allowed to return the tools and plants (issued by the Company) for purpose of repairs and for the duration of such repairs no hire charges shall be levied.

**13.7-** The contractor shall be responsible for care and custody of Company's T&P (including employment of Chowkidar (s) during the period Company's T&P remain with him and any damage (fair wear & tear excepted) to any of the equipment (except for Expected Risks provided always the contractor has taken precautions necessary to protect it from such risks) shall be made good at the contractor's expense to the satisfaction of the Engineer-In-Charge unless such damage is caused because of negligence of crew provided by the Company.

**13.8-** The Company gives no guarantee in respect of output of his T&P hired to the contractor and no reduction in rates or any compensation shall be allowed on the ground that out-turn or performance of Company's T&P was not to the contractor's expectations.

**13.9-** Company's T&P hired to the contractor shall be returned at the place of issue (unless otherwise directed) by the contractor to the Engineer-In-Charge on completion of the work or section of the work or either on termination of the hire by the Company as hereinafter provided on a written notice by the Engineer-In-Charge. The Company is entitled to terminate the hire on two days' notice without assigning any reason whatsoever and the contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of termination of hire of Company's T&P by the Company. In such an event, however, a reasonable extension of time shall be given by the Engineer-In-Charge.

**13.10-** A Log Book for recording hours during which every item of Company's T&P issued to the contractor has worked each day shall be maintained by the member of the crew in charge thereof or any representative of the Engineer-In-Charge appointed in that behalf and shall be daily attested by the contractor or his authorized agent. In case the contractor contests correctness of any entry and / or fails to sign the Log Book, the decision of the Engineer-In-Charge shall be final and binding on him. Hire charges shall be calculated in accordance with the entries in the Log Book.

#### **14. (a) - Materials to be Provided by the Contractor**

The contractor shall at his own expense provide all materials required for the works other than those, which are to be issued by the Company (ITI) whose custody is with the company (ITI) on behalf of Contractor:

**(i)** All materials to be provided by the contractor shall be in conformity with the specifications laid down in the contract /IS Code and the contractor shall, if requested by the Engineer-In-Charge, furnish proof to the satisfaction of the Engineer-In-Charge, that the materials so comply.

**(ii)** The contractor shall, at his own expense and without delay, supply to the Engineer-In-Charge samples of materials proposed to be used in the works. The Engineer-In-Charge shall within seven days of supply of samples or within such further period as he may require intimate the contractor in writing, whether samples are approved by him are not. If samples are not approved, the contractor shall forthwith arrange to supply to the Engineer-In-Charge for his approval fresh samples complying with the specifications laid down in the contract or prevailing IS Code.

**(iii)** The Engineer-In-Charge shall have full powers to require removal of any or all of the materials brought to site by the contractor which are not in accordance with the contract specifications or do not confirm in character or quality to samples approved by him. In case of default on the part of the contractor in removing rejected materials the Engineer-In-Charge shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the contractor refusing to comply, he may cause the same to be supplied by other means. All costs; which may accrue upon such removal and / or substitution shall be borne by the contractor.

**(iv)** Subject as hereinafter provided in condition 53 all charges on account of octroi, terminal or sales / trade tax /service tax and other duties on materials obtained for the works from any source (excluding materials supplied by the Trust) shall be borne by the contractor.

**(v)** The contractor shall indemnify the Company or any agent or employee of the Company against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights & shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the contract. In the event of any claim being made or action being brought against the Company or any agent, servant or employee of the Company in respect of any such matters as aforesaid, the contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Company but the contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the contractor only if the use was the result of any drawings and / or specifications issued after submission of the tender.

**(vi)** The Engineer-In-Charge shall be entitled to have tests carried out as specified in the contract for any materials supplied by the contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the contractor and the contractor shall provide at his expense all facilities which the Engineer-In-Charge may require for the purpose. If no tests are specified in the contract, and such tests are required by the Engineer-In-Charge the contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne by the contractor only if the tests disclose that the said materials are not in accordance with the provision of the contractor. The test certificate will be from NIT/IIT/CPWD or any other lab approved by Govt of India.

**(vii)** Fresh Ordinary Portland Cement as per IS 269-1976 for the works shall be arranged by the contractor himself at his own cost, if required for the execution of work/job order. In case of qty. of cement required for the work is less than 2500 bags & govt. is not ready to provide OPC from Govt. quota PPC will be allowed by EIC if felt necessary.

#### **COMPLETION CERTIFICATE:**

**31.1-** As soon as the work is completed the contractor shall give notice of such completion to the Engineer-In-Charge and within ten days of receipt of such notice, the Engineer-In-Charge shall inspect the work and shall furnish the contractor with a certificate of completion indicating ;

**(a)** The date of completion,

**(b)** Defects to be rectified by the contractor and / or

**(c)** Items for which payment shall be made at reduced rates indicating the reasons therefore.

When separate periods of completion have been specified for items or group of items, the Engineer-In-Charge shall issue separate completion certificate for such item or groups of item. No certificates of completion shall be issued, nor shall the work be considered to be complete till the contractor shall have removed from the premises on which the work has been executed all scaffolding, sheds and surplus materials, except such as are required for, rectification of defects, rubbish and all huts and sanitary arrangements required for his workmen on the site in connection with the execution of the work, as shall have been erected by the contractor or the workmen and cleaned all dirt from all parts of building(s) in, upon or about which the work has been executed or of which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, eased doors and sashes, oiled locks and fastenings, labeled keys clearly and handed them over to the Engineer-In-Charge or his representative and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-In-Charge. If the contractor shall fail to comply with any of the requirements of this condition as aforesaid on or before the date of completion of the works, the Engineer-In-Charge may at the expense of the contractor fulfill such requirements and dispose of the scaffoldings, surplus materials and rubbish etc., as he thinks fit and the contractor shall have no claim in respect of any such scaffolding or surplus materials except



for any sum actually realized by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the contractor. If the expense of fulfilling such requirements is more than the amount realized on such disposal as aforesaid, the contractor shall forthwith on demand pay such excess.

**31.2-** If at any time before the completion of the work, items or groups of items for which separate periods of completion have been specified, have been completed and if the Engineer-In-Charge with the consent of the contractor takes possession of any part or parts of the same (any such part(s) being hereinafter in this conditions referred to as the relevant part) than notwithstanding anything expressed or implied elsewhere in this contract:-

**(a)** Within 10 days of the date of completion of such items, groups of items or possession of the relevant part, the Engineer-In-Charge shall issue completion certificate for the relevant part as in condition 31(1) above provided the contractor fulfills his obligations under that condition for the relevant part.

**(b)** The Defects Liability Period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.

**(c)** The contractor may reduce the value insured under condition 34 by the full value of the completed items or relevant part as estimated by the Engineer-In-Charge for this purpose. This estimate shall be applicable for this purpose only and for no other.

**(d)** For purposes of ascertaining compensation for delay under condition 32 in respect of any period during which the works are not complete the relevant part will be deemed to form a separate item or group, with date of completion as given in the contract or as extended under condition 12 and actual date of completion as certified by the Engineer-In-Charge.

#### **COMPENSATION FOR DELAY:**

**32-** If the contractor fails to maintain the required progress in terms of condition 12 or to complete the work and clear the site on or before the contract or extended date / period of completion, he shall, without prejudice to any other right or remedy of the Company on account of such breach, pay as agreed compensation amount calculated as stipulated below or such smaller amount as may be fixed by the Company on the contract value of the work for every week that the progress remains below that specified in condition 12 or that the work remains incomplete. This will also apply to items or group of items for which separate period of completion has been specified. For this purpose, the term 'Contract Value' shall be the value at contract rates of the work as ordered.

**(a)** Completion period (as originally stipulated) not exceeding 6 months ----- at 1(one) % per week.

**(b)** Completion period (as originally stipulated) exceeding 6 months ----- at ½ (half) % per week and not exceeding 2 years.

**(c)** Completion period (as originally stipulated) exceeding 2 years ----- at ¼ (quarter) % per week.

**32.1** Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed the under noted % of the contract value or of the contract value of the item or group of items of work for which a separate period of completion is given:-

**(a)** Completion period (as originally stipulated) not exceeding 6 months at **10 %**.

**(b)** Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years at **7½%**.

**(c)** Completion period (as originally stipulated) exceeding 2 years at **5 %**.

**32.2-** The amount of compensation may be adjusted or set - off against sum payable to the contractor under this or any other contract with the Company.

**DEFECTS LIABILITY PERIOD:**

**33-** The contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Engineer-In-Charge. Any defect which may develop or may be noticed before the expiry of six months from the certified date of completion.

**CONTRACTOR'S LIABILITY AND INSURANCE:**

**34-** From commencement to completion of the works, the contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof and all Company's T&P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the works and all Company's T&P shall be in good order and condition and in conformity in every respect with the requirements of the contract and instructions of the Engineer-In-Charge.

**34.1-** In the event of any loss or damage to the works or any part thereof or any T&P or to any material or articles at site from any of the Expected risks the following provisions shall have effect.

**(a)** The contractor shall, as may be directed in writing by the Engineer-In-Charge, remove from the site any debris and so much of the works as shall have been damaged, taking to Company's store such Company's T&P, articles and / or materials as may be directed.

**(b)** The contractor may be directed in writing by the Engineer-In-Charge to proceed with the erection and completion of the works under and in accordance with the provisions and conditions of the contract; and

**(c)** There will be added to the contract sum, the net amount due, ascertained in the same manner as for deviations, or as prescribed for payment, in respect of the re-execution of the works lost or damaged, the replacement of any T&P and of any materials and articles lost or damaged but not incorporated in the works on the day.

When the loss / damage occurred and the removal by the contractor as provided above of Company's T&P articles and/or materials to the Company's store and of debris and damaged works referred to therein and the compensation paid by him, under any law for the time being in force to any workmen employed by him for any injury caused to him or the workmen's legal successors for loss of the workmen's life.

**34.2-** PROVIDED always that the contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligations under the contract not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

**34.3-** Without limiting the obligations and responsibilities under this conditions, the contractor shall insure the works (from commencement to completion), the Company's T&P hired by the contractor and all materials at site, to their full value as to Company's T&P according to the value indicated by the Engineer-In-Charge against the risk of loss or damage from whatever cause arising other than the excepted risks. The said insurance shall be in the joint names of the Company and the contractor and the contractor shall deposit with the Engineer-In-Charge the said policy or policies. All moneys payable by the insurers under such policy or policies shall be recovered by the Company and shall be paid to the contractor in installments by the Engineer-In-Charge for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged as the case may be.

**34.4-** If the contractor has a blanket insurance policy for all his works and the policy covers all the items to be insured under this condition the said policy shall be assigned by the contractor in favour of the Company, provided however if any amount is payable under the policy other than the work under this contract the same may be recovered by the contractor directly from the insurers / by the insurers in respect of works.

**34.5-** Where the Company building or a part thereof is rented by the contractor he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using material of combustible nature, as to which the decision of the Engineer-In-Charge shall be final and binding.

**34.6-** The contractor shall indemnify and keep indemnified the Company against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction & maintenance of the works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto; provided always that nothing herein contained shall be deemed to render the contractor liable for in respect of or to indemnify the company against any compensation or damage caused by the excepted risks.

**34.7-** Before commencing execution of the work, the contractor shall without in any way limiting his obligations and responsibilities under this condition, insure against any damage loss or injury which may occur to any property (excluding that of the Company but including the Company's building rented by the contractor wholly or in part and any part of which is used by him for storing combustible materials). or to any person (including any employee of the trust) by or arising out of carrying out of the contract.

**34.8-** The aforesaid insurance policy / policies shall provide that they shall not be cancelled till the Engineer-In-Charge agreed to their cancellation.

**34.9-** The contractor shall prove to the Engineer-In-Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period.

**34.10-**The contractor shall at all times indemnify the Company against all claims, damages or compensation under the provisions of Payment of Wages Act 1936, Minimum Wages Act:1948, Provident Fund Act, Employer's Liability Act 1938, the Workmen's Compensation Act,1923, Industrial Disputes Act 1947, the Employee's State Insurance Act 1948, and Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as consequence of any accident or injury to any workman or other person in or about the works, whether in the employment of the contractor or not, save and except where such accident or injury has resulted from any act of the Company, its agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the contractor be paid to compromise or compound any such claim. Without limiting his obligations and liabilities as above provided, the contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act 1923 or any modification thereof or any other law relating thereto.

**34.11-** The contractor shall ensure that similar insurance policies are taken out by his sub-contractors (if any) and shall be responsible for any claims or losses to the company resulting from their failure to obtain adequate insurance protection in connection thereof. The contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-In-Charge.

**34.12-** If the contractor & / or his sub-contractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the contract then & in any such case the Company may, without being bound to, effect and keep in force any such insurance and pay such premium or premiums, as may be necessary for that purpose and from time to time deduct the amount so paid by the company from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.

**FACILITIES TO OTHER CONTRACTORS:**

**35-** The contractor shall, in accordance with the requirements of the Engineer-In-Charge, afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts in connection with the works & for departmental labour & labour of any other properly authorized authority or statutory body which may be employed at the site on execution of any work not included in the contract or of any contract which the Company may enter into in connection with or ancillary to the works.

**NOTICES TO LOCAL BODIES:**

**36-** The contractor shall comply with and give all notices required under any Government authority, instruments rule or order made under any Act of Parliament, State laws or any regulation or bye-laws of any local authority relating to the works. He shall before making any variation from the contract drawings necessitated by such compliance give to the Engineer-In-Charge a written notice giving reasons for the proposed variation and obtain the Engineer-In-Charge's instructions thereon.

**36.1-** The contractor shall pay and indemnify the Company against any liability in respect of any fees or charges payable under any Act of Parliament, State laws or any Government instrument, rule or order and any regulations or bye - laws of any local authority in respect of the works.

**SUB - CONTRACTS:**

**37-** The contractor shall not sublet any portion of the contract without the prior written approval of the Company / Engineer-In-Charge.

**INSTRUCTIONS AND NOTICES:**

**38-** Subject as otherwise provided in this contract, all notices to be given on behalf of the Company and all other actions to be taken on its behalf may be given or taken by the Engineer-In-Charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-In-Charge.

**38.1-** All instructions, notices and communications, etc., under the contract shall be given in writing and if sent by registered post to the last known place of abode or business of the contractor shall be deemed to have been served on the date when in the ordinary course of the post these would have been delivered to him.

**38.2-** The contractor or his agent shall be in attendance at the site (s) during all working hours and shall superintend the execution of the works with such additional assistance in each trade as the Engineer-In-Charge may consider necessary. Orders given to the Contractor's agent shall be considered to have the same force as if they had been to the contractor himself.

**38.3-** The Engineer-In-Charge shall communicate or confirm his instructions to the contractor in respect of the execution of work in a 'Works Site Order Book' maintained in the office of the Engineer-In-Charge and the contractor or his authorized agent shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the contractor he shall be furnished a certified true copy of such instruction.

**Fore Closure Of Contract In Full Or In Part Due To Abandonment Or Reduction In Scope Of Work:**

**39-** If at any time after acceptance of the tender the Company shall decide to abandon or reduce the scope of the works for any reason whatsoever & hence not require the whole or any part of the works to be carried out, the Engineer.-in-charge shall give notice in writing to that effect to the contractor & the contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

**39.1-** The contractor shall be paid at contract rates full amount for works executed at site and, in addition reasonable amount as certified by the Engineer-In-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure:

**(a)-** Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts staff quarters and site office, storage accommodation and water storage tanks.

**(b)-** The Company shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work), provided, however, the Company shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain; for materials taken over or to be taken over by the Company, cost of such materials. The cost shall, however, taken into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.

**(c)-** For contractor's materials not retained by the Company, reasonable cost of transporting such materials from site to contractor's permanent stores or to his other works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.

**(d)-** If any materials supplied by the Company are rendered surplus, the same except normal wastage shall be returned by the contractor to the Company at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused while the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to the Company stores, if so required by the Company .Reasonable compensation for transfer of T&P from site to contractor's permanent stores or to his other works, whichever is less. If T&P are not transported to either of the said places, no cost of transportation shall be payable.

**39.2-** The contractor shall, if required by the Engineer-In-Charge, furnish to him books of account wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

## **TERMINATION OF CONTRACT FOR DEATH:**

**40-** If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies then unless the Company is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the contract, the Company shall be entitled to cancel the contract, as to its incomplete part without the Company being in any way liable to payment of any compensation to the estate of the deceased contractor and / or to the surviving partners of the contractor's firm on account of the cancellation of the contract. The decision of the Company that the legal representatives of the deceased contractor or the surviving partners of the contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation the Company shall not hold the estate of the deceased contractor and / or the surviving partners of the contractor's firm liable for damages for not completing the contract.

## **CANCELLATION OF CONTRACT IN FULL OR IN PART:**

### **41- If the contractor:**

- (a)** At any time makes default in proceeding with the Works with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-In-Charge, or,
- (b)** Commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-In-Charge; or
- (c)** Fails to complete the works or items of work with individual dates of completion on or before the date of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-In-Charge; or
- (d)** Shall offer or give or agree to give to any person in Company's service or to any other person on his behalf any gift of consideration of any kind as an inducement or reward for doing or forbearing to do for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Company; or
- (e)** Shall enter into a contract with the Company in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Engineer-In-Charge; or
- (f)** Shall obtain a contract with the Company as a result of ring tendering or other non-bonafide methods of competitive tendering; or
- (g)** Being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the question of his estate or if a trust deed executed by him for benefit of his creditors; or
- (h)** being a Company, shall pass a resolution or the court shall make an order for the liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court or debenture holder to appoint a receiver or manager; or
- (I)** shall suffer an execution being levied on his goods and allow it to be continued for a period of 21days; or
- (j)** assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the

prior written approval of the Engineer-In-Charge; the Engineer-In-Charge may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the Company by written notice cancel the contract as a whole or only such items of work in default from the contract.

**41.1- The Engineer-In-Charge shall on such cancellation have powers to:**

- (a)** Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon;
- (b)** Carry out the incomplete work by any means at the risk and cost of contractor.

**41.2-** On cancellation of the contract in full or in part, the Engineer-In-Charge shall determine what amount, if any, is recoverable from the Contractor for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by the Company. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the work, and use of tackle and machinery belonging to the contractor.

**41.3-** Any excess expenditure incurred or to be incurred by the Company in completing the works or part of the works or the excess loss or damages suffered or may be suffered by the Company as aforesaid after allowing such credit shall be recovered from any money due to the contractor or any account or under any other contract and if such money are not sufficient the contractor shall be called upto in writing to pay the same within 30 days.

**41.4-** If the contractor shall fail to pay the required sum within the aforesaid period of 30 days the Engineer-In-Charge shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary buildings etc. and apply the proceeds of sale thereof towards the satisfaction of any sum due from the contractor under the contract and if thereafter there be any balance outstanding from the contractor, it shall be recovered in accordance with the provisions of the contract.

**41.5-** Any sums in excess of the amounts due to the Company and unsold materials, constructional plant, etc., shall be returned to the contractor, provided always that if cost or anticipated cost of completion by the Company of the works or part of the works is less than the amount which the contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the contractor.

**LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF:**

**42-** If the contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence, etc., contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress, the contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Engineer-In-Charge or his representative at any time during construction or reconstruction or prior to the expiration of the Defect Liability Period, any work has been executed with unsound; imperfect or unskilled workmanship or that any materials or articles provided by the contractor for execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, or that any defect, shrinkage or other faults have appeared in the work arising out of defective or improper materials or workmanship, the contractor, shall , upon receipt of a notice in writing in that behalf from the Engineer-In-Charge, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, and / or remove the materials or articles so specified and provide other proper and suitable materials or articles at his own expense, not withstanding that the same may have been inadvertently passed, certified and paid for and in

the event of his failing to do so within the period to be specified by the Engineer-In-Charge in his notice aforesaid, the Engineer-In-Charge may rectify or remove and re-execute the work and / or remove and replace with others the materials or articles complained of, as the case may be by other means at the risk and expense of the contractor.

**42.1-** In case of repairs and maintenance works, splashes and droppings from white-washing, painting etc., shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual room, quarters or premises etc., where the work is done, without waiting for completion of all other items of work in the contract. In case the contractor fails to comply with requirements of this condition, the Engineer-In-Charge shall have the right to get the work done by other means at the cost of contractor. Before taking such action, however, the Engineer-In-Charge shall give three days notice in writing to the contractor.

### **URGENT WORKS:**

**43-** If any urgent work (in respect whereof the decision of the Engineer-In-Charge shall be final and binding) becomes necessary and the contractor is unable or unwilling at once to carry it out, the Engineer-In-Charge may by his own or other work people carry it out as he may consider necessary. If the urgent work shall be such as the contractor is liable under the contract to carry out at his expense, all expenses incurred on it by the Company shall be recoverable from the contractor and be adjusted or set off against any sum payable to him.

### **CHANGES IN CONSTITUTION:**

**44-** Where the contractor is a partnership firm, prior approval in writing of the Engineer-In-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu Undivided Family business concern such approval as aforesaid shall like-wise be obtained before the contractor enters into any partnership firm when only he would have the right to carry out the work hereby undertaken by the contractor. If prior approval as aforesaid is not obtained the contract shall be deemed to have been assigned in contravention of condition 41(j) here of and the same action may be taken and the same consequences shall ensue as provided for in the said condition 41.

## **VALUATION AND PAYMENT**

### **Records and Measurement:**

**46-** The Engineer-In-Charge shall except as otherwise stated ascertain and determine by measurement the value in accordance with the Contract of work done in accordance therewith.

**46.1-** All items having a financial value shall be entered in Measurement Book, Level Book etc., prescribed by the Company so that a complete record is obtained of all work performed under the contract.

**46.2-** Measurements shall be taken jointly by the Engineer-In-Charge or his authorized representative and by the contractor. If the contractor fails to attend or send an authorized representative for measurement, after such a notice or fails to countersign or to record the objection within a week from the date of measurement then in any such event measurements taken by the Engineer-In-Charge or by the person deputed by him shall be taken to be the correct measurement of the work.



**46.3-** The contractor shall without extra charge provide assistance with every appliance, labour and other things necessary for measurement.

**46.4-** Measurements shall be signed and dated by both parties each day on the site on completion of measurement. If the contractor objects to any of the measurements, recorded on behalf of the company a note to that effect shall be made in the measurement book against the items objected to and such note shall be signed and dated by both parties engaged in taking the measurement.

**Methods of Measurement:**

**47-** Except where any general or detailed description of the work in quantities expressly shows to the contrary, Schedule of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the schedule of Rates/Specification not withstanding any provision in the relevant Standard Method of Measurement or any general or local custom. In the case of items which are not covered by the Schedule of Rates/Specification, measurements shall be taken in accordance with the relevant Standard Method of Measurement issued by the Indian Standards Institution.

**Payment of Account:**

**48-** Interim bills shall be submitted by the contractor for the work executed at interval of not less than one month. However in contracts costing more than 20 lacs, payment against running bills may be made every 15 days or whatever period felt necessary if the situation warrants as a special case. The Engineer-In-Charge shall then arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. Payment on account for amount admissible shall be made on the Engineer-In-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment for the following:-

**(a)** All work executed after deducting there from the amounts already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the contract.

**(b)** Any interim certificate given relating to work done or materials delivered, may be notified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the Engineer-In-Charge supporting an interim payment shall by itself be conclusive evidence that any work or materials to which it relates is / are in accordance with the contract.

**(c)** Pending consideration of extension of date of completion interim payments shall continue to be made as herein provided.

**(d)** 90% of the cost of any materials which is in opinion of the Engineer-In-Charge are reasonably required in accordance with the contract and have been brought into site for incorporation in the works and are safe guarded against by loss due to any cause whatsoever to the satisfaction of Engineer-In-Charge.

**Time Limit for Payment of Final Bill**

**49-** The final bill shall be submitted by the contractor after issuance of completion certificate, which will be issued after satisfactory performance of one rainy season. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates as approved by the Engineer-In-Charge, shall be made within the period specified here under, the period being reckoned from the date of receipt of the bill by the Engineer-In-Charge:

<b>(a)</b> Contract Amount not exceeding	Rs. 5.0 Lakhs	03 Months
<b>(b)</b> Contract Amount exceeding	Rs. 5.0 Lakhs	04 Months

**49.1-** After payment of the amount of the final bill payable as aforesaid has been made, the contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the contract.

### **Reimbursement Refund on Variation in Price**

**50-** If the prices of materials not being supplied or services rendered at fixed prices by the departments and/or wages of labour required for execution of the work increases, the contractor shall be compensated for such increase as per provision detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation i.e. escalation in price shall be available only for the work done during the stipulated period of the contract including such period for which contract is validly extended, without any penal action also subject to that no such compensation shall be payable for a work for which the stipulated period of completion is 12 months or less. Such compensations for escalation in the prices, materials and labour, when due, shall be worked out on the following provisions:

**(i)** The base date for working out such escalation shall be the last date on which tenders were stipulated to be received.

**(ii)** The cost of work on which escalations will be payable shall be reckoned as 85 % of the cost of work as per the bills, running or final and from this amount the value of materials supplied of this contract or services rendered at fixed charges of this contract, and proposed to be recovered in the particular bill, shall be deducted before the amount of compensation for escalation is worked out. In the case of materials brought to the site for which secured advance is included in the bill, the full value of such materials as assessed by the Engineer-In-Charge (and not the reduced amount for which secured advance has been paid) shall be included in the cost of work and the secured advance is deducted from the bill, for operation of this clause. Similarly, when materials are incorporated in the work and the secured advance is deducted from the bill, the full assessed value of the materials originally considered for operation of this clause should be deducted from the cost of the work shown in the bill, running or final. Further, the cost of work shown shall not include any work for which payment is made at prevailing market rates.

**(iii)** Components of materials, labour, P.O.L., etc., shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers and the decision of the Engineer-In-Charge in working out such percentage shall be binding on the contractor.

**(v)** The following principles shall be followed while working out the indices mentioned in sub -para 4 above:

- (a)** The index relevant for any month will be the arithmetical average of the indices relevant to the three calendar months preceding the month in question.
- (b)** The base index will be the one relating to the month in which the tender was stipulated to be received.
- (c)** The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done during the previous three months. The first such payment will be made at the end of three months after the month (excluding) in which the tender was accepted and thereafter at three months interval.

**(vi)** In the event the price of materials and / or wages of labour required for execution of the work decreases, there shall be downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated shall mutates mutants apply provided that.

**(a)** No such adjustment for the decrease in the price of material and / or wages of labour a fore mentioned would be made in case of contracts in which the stipulated period of completion of the work is less than twelve months:

**(b)** The Engineer-In-Charge shall otherwise be entitled to lay down the principles on which the provisions of this sub-clause shall be implemented from time to time and the decision of the Engineer-In-Charge in this behalf shall be final and binding.

**LOANS/ MOBILIZATION ADVANCE/ SECURED ADVANCE:**

**51. No loans and mobilization/secured advance will be given by ITI Limited in this contract:**

**BONUS: APPLICABLE/NOT APPLICABLE IN THIS CONTRACT:**

**52. Bonus is not applicable in this contract.**

**NOTE: - The term "Working Day" means a day on which, the labour is employed and the work is in progress.**

**17- REPRESENTATION OF PARTIES:-**

**(i)** A workmen shall be entitled to be represented in any investigation or inquiry under these Regulations. An officer of a registered trade union of which he is a member or by an officer of a Federation of trade unions to which the said trade union is affiliated or where the workmen is not a member of any registered trade union, by an officer of a registered trade union, connected with, or by any other workmen employed in the industry in which the worker is employed.

**(ii)** A contractor shall be entitled to be a representative in any investigations or enquiry under these Regulations by an officer of an association of contractors of which he is a member or by an officer of a Federations of associations of contractors to which the said associations is affiliated or where the Contractor is not a member of any association of contractors, by an officer of association of employers, connected with, or by any other employer engaged in the industry in which the contractor is engaged.

**(iii)** No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these Regulations.

**18- Inspection of Books and other Documents :** The Contractor shall allow inspection of the Registers and other documents prescribed under these Regulations by Inspecting Officers and the Engineer - in - Charge or his authorized representative at any time and by the worker or his agent on receipt of due notice at a convenient time.

**19- Interpretation, etc.:** On any question as to the application, interpretation or effect of these Regulations, the decision of the Chief Labour Commissioner or Deputy Chief Labour Commissioner (Central) shall be final and binding.

**20- Amendments:** Central Government may, from time to time, add to or amend these Regulations and issue such directions as it may consider necessary for the proper implementation of these Regulations or for the purpose of removing any difficulty which may arise in the administration thereof.

**21- Contract Labour (Abolition & Regulation) Act, 1972:** All obligations arising under this contract consequent on the passing of the Contract Labour (Abolition & Regulation) Act, 1972 shall be fulfilled by the Contractor and the Company shall have the right to be indemnified by the Contractor in case of any claim, loss, cause of action by any third party on account of the application of the said Act to this contract.

**22- (a) Employees Provident Fund and Miscellaneous Provisions Act, 1952:** All the obligations arising under this contract consequent on the passing of Employees Provident Fund, Act 1952 shall be fulfilled by the Contractor and the Company shall have the right to be indemnified by the Contractor in case of any claim, loss, cause of action by any third party on account of the application of the said Act to this contract.

**(b) Family Pension:** All the obligations arising under this contract consequent on the passing of Family Pension shall be fulfilled by the Contractor and the Company shall have the right to be indemnified by the Contractor in case of any claim, loss, cause of action by any third party on account of the application of the said provisions to this contract.

**Government e-Procurement System  
Tender Input Form-CPPP  
(For e-Publishing)**

**TENDER INPUT FORM**

Please do not use special characters in any field as these characters are not allowed to enter in the actual Online Form. e.g. & and Colon (:), but Comma (,), slash (/), bracket ( ), dot (.) and dash (-) can be used.

**(A) Basic Details:**

1	<b>Tender Reference No.</b>	Naini/Civil/1006/05/2020-21
2	<b>Tender Type *</b> (Open / Limited / EOI / Auction/ Single)	Open
3	<b>Form of Contract *</b> (Buy / Supply / Piece Work / Lump-sum / Multi Stage / Fixed Rate / Turn-key / Works / Sale / Item Rate / Rate Contract)	Works
4	<b>No. of Covers *</b> (1 / 2 / 3 / 4)	02 / 03
5	<b>Tender Category *</b> (Goods / Services / Works)	Works
6	<b>Account Type Head *</b> (State Government Funded / Central Government Funded / Others)	Others
7	<b>No of Bid Openers</b> (02 / 03)	02 / 03
8	<b>Payment Mode *</b> (Offline / Online)	Offline
8a	<b>If Offline :</b> <b>As Per Tender Document</b> , Not Applicable DD-Demand Draft                      BG-Bank Guarantee BC-Bankers Cheque,                      SS-Small Savings Instrument ACG-67 Receipts,                      Personal Cheque , RTGS / ECS / NEFT/ FDR	<b>As Per Tender Document</b> Demand Draft

**(B) Cover Details:**

S. No.	No. of Covers	Cover Type	Contents
01	<b>Single Cover</b> (a) (Fee/ Eligibility Criteria/Technical-Cum-Commercial/Financial)	N/A	N/A
02	<b>Two Covers</b> (a) Fee/Eligibility Criteria/Technical-Cum-Commercial (b) Financial	N/A	N/A
03	<b>Three Covers</b> (a) Eligibility Criteria (b) Fee (c) Financial	(a)Eligibility Criteria (b)Fee/Technical (c) Financial	(a) Eligibility Criteria (b) Technical-Cum-Commercial (c) Price Bid
04	<b>Four Covers</b> (a) Fee (b) Eligibility Criteria (c) Technical (d) Financial	N/A	N/A

**(C) NIT Document (Attached files should be in Word/pdf only)**

S. No.	File Name	Document Description	Type	Size
01	Naini/Civil/1006/05/2020-21	NIT including general conditions for work/ BOQ	pdf	451 KB (4,61,996 bytes)

**(D) Work / Item Details:**

01	<b>Work / Item Title *</b>	Cleaning of Grass & Jungles in the Company Premises as on required basis for a period of 01 Year.
02	<b>Work / Item Description *</b>	As per tender Items
03	<b>Pre-qualification Details</b>	Preferably Similar Nature of Civil work in past up to <b>Rs. 3.57 Lacs in Last 5 Years</b> or above in Govt Departments.
04	<b>Product Category *</b> (Select from the provided list only)	Works
4a	<b>Product Sub Category *</b>	<b>Civil Works:</b> Cleaning of Grass & Jungles in the Company Premises as on required basis for a period of 01 Year.
05	<b>Contract Type *</b> (Tender / Empanelment / Rate Contract)	Tender
06	<b>Tender Value * (INR)</b>	INR <b>Rs. 3.57 Lacs</b> Approx.
07	<b>Bid Validity days * (120/90/60/30)</b> If other, specify	120 working days
08	<b>Calendar Completion / Delivery Period in Days</b>	<b>01 Year</b>
09	<b>Location Detail of Work / Services / Items *</b>	ITI Limited, Naini Unit, Mirzapur Road, Naini, Allahabad (UP)
10	<b>Pin code</b>	211010
11	<b>Pre Bid Meeting * (Yes / No), If Pre Bid Meeting is Yes</b>	No
11a	<b>Pre Bid Meeting Place *</b>	NA
11b	<b>Pre Bid Meeting Address *</b>	NA
12	<b>Bid Opening Place *</b>	Office of CM (C&S), Civil Department ITI Limited, Naini Unit, Allahabad
13	<b>Tenderer Class *</b> (As per tender document / NA)	As per tender document
14	<b>Inviting Officer *</b>	CM(C&S)
15	<b>Inviting Officer Address with Phone and E-mail *</b>	Civil Department, ITI Limited, Naini Unit, Mirzapur Road, Naini, Allahabad E-mail: <a href="mailto:guptagc_nni@itilttd.co.in">guptagc_nni@itilttd.co.in</a> Mob No.: 8004119656/9450623755

**(E) Fee Details:**

1	<b>Tender Charges</b>	
1(a)	Tender Fee	<b>Rs. 500/= Non Refundable</b>
1(b)	Processing Fee	NIL
1(c)	Surcharges	NIL
1(d)	Other Charges	NIL
1(e)	Tender Charges Payable To *	ITI Limited, Naini, Allahabad
1(f)	Tender Charges Payable At *	DD/Cash Deposit in <b>"ITI Limited Naini"</b> , Allahabad in Cash Section
02	<b>EMD Fee details:</b>	
2(a)	EMD Fee (Fixed / Percentage)	Fixed @ 02%
2(b)	If EMD Fee is Fixed then EMD Amount: If EMD Fee is Percentage then EMD Percentage %	<b>Rs. 7,200/-</b>

2(c)	EMD Exemption Allowed (Full / Partial / None)	None (Without EMD Tender will be Rejected)
2(d)	If EMD Exemption Allowed is Partial, then EMD Exemption Percentage %	NIL
2(e)	EMD Fee Payable To *	ITI Limited, Naini, Allahabad
2(f)	EMD Fee Payable At *	Allahabad

**(F) Critical Dates:**

S. No.		Dates (DD/MM/YY)	Time (HH:MM)
01	Uploading Date on website	09.01.2021	10:00 AM
02	Document Sale / <b>Download</b> Start Date	09.01.2021	10:30 AM
03	Document Sale / <b>Download</b> End Date	18.01.2021	04:00 PM
04	Seek Clarification Start Date	09.01.2021	10:30 AM
05	Seek Clarification End Date	18.01.2021	04:00 PM
06	Pre Bid Meeting Date	NIL	N/A
07	Bid Submission Start Date	09.01.2021	10:30 AM
08	Bid Submission End Date	19.01.2021	02:00 PM
09	Bid <b>Opening</b> Date	19.01.2021	02:30 PM

**(G) Uploading the Tender documents; (Only pdf, jpg, xls & rar files allowed)**

S. No.	File Name	Document Description (NIT / Tender / BOQ / Additional)	File Type	Size
01	Naini/Civil/1006/05/2020-21	Cleaning of Grass & Jungles in the Company Premises as on required basis for a period of 01 Year.	pdf	451 KB (4,61,996 bytes)

Note: Pl. use some prefix to the file name which can indicate the category it belongs to. e.g. NIT\_XXXXX / Tender\_XXXXX / BOQ\_XXXXX / Addl\_XXXXX, where XXXXX is 'Actual file name'.

Prepared by:  
Anup Kishor  
AEE (Civil)  
M. No. 7905845215

Checked By:  
RK Ram  
Er (Civil)  
M. No. 9450623755

Approved by:  
GC Gupta  
CM (C&S)  
M. No. 8004119656

**Product Category \* (Product Category depends on Tender category)**

**A- (If, Tender Category is Goods , choose from the following options available only )**

Aviation Computer-Data processing <b>Computer H/W</b> Computer Manpower <b>Computer S/W</b> <b>Electrical Work / Equipment</b> <b>Electronics Equipment</b> Food products Furniture / Fixture Gold and Silver coins / Bars Hiring of goods Hiring of vehicles <b>Maintenance contracts</b>	Mechanical Engineering Items Medals, Corporate mementos / Plates <b>Medical Equipments / Waste</b> Metal Plates Miscellaneous goods Non dietary items Pipes and pipe related activities Sports goods / Equipments Sugar and allied products Uniforms / Curtains / Clothes UPS <b>Others</b>
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**B- (If, Tender Category is Works , choose from the following options available only )**

Access Control System Adhesives Agricultural or forestry Architecture / Interior design Audio-Visual Equipment Cargo / container Ceramics Chemical / Minerals <b>Civil Work</b> Coal <b>Construction</b> Documentary film / Video film <b>Electrical Works</b> Entertainment / Musical instruments Explosive Government stock / Security Gypsum <b>Housekeeping / Cleaning</b> Industrial / Medical gas Information technology Iron / Steel materials Land / Building Machineries Marine works Metal fabrication	Metals Minings <b>Miscellaneous</b> Nobard and rural roads Non explosive Oil / Gas packaging Pesticide Plant protection input Power / Energy projects / Products / Services Publishing / Printing Pumps / Motors <b>Repair and Maintenance</b> Repair works Scrap / disposables Security system <b>Shipping / Transportation / Vehicle</b> Solid Waste Management <b>Stationery</b> Stones Support / Maintenance service Surgical and sutures Survey Textile Warehouse Water Equipments / Meter / Drilling / Boring
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**C- (If, Tender Category is [Services](#) , choose from the following options available only)**

<p>Aids and appliances for the disabled Air Compressor Air Conditioner Automatic Bus Washing Machine Bearings Bio-Fertilizer Production Material Bus Body construction Catering Services <b>Consultancy</b> Crane Services <b>Fire and Safety</b> Handy Craft Hotel / Catering</p>	<p><b>House Keeping</b> Jute Product Marine Services <b>Medicines</b> Miscellaneous Services <b>Network / Communication Equipments</b> Plant Protection Equipment Solar Water Heater <b>Stationery Items</b> Supply, Erection and Commissioning Survey and Investigation Services Weighing System</p>
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