



Network Systems Unit

(A Govt. of India Undertaking)

Dooravaninagar. P.O. Bengaluru – 560 016

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CIVIL ENGINEERING DEPARTMENT

**Retender for “Renovation of ITI Limited Regional office building in Ahmedabad.
[Two Bid System]**

Sl. No.	ITEM	DESCRIPTION
1.	Tender No.	ITI/MSP/RO-AHD/ Renovation/012/280 dated 16-05-2022
2.	Sale of Tender document	Available on ITI e-Tendering portal www.itilttd.in . or https://www.tenderwizard.in/ITILIMITED
3.	Bid Submission Start Date	17/05/2022
4.	Bid Submission Last Date	27/05/2022 Up to 15: 00 Hrs.
5.	Bid Opening Date	27/05/2022 Up to 15:30 Hrs.
6.	Tender Fee	Rs. 5,000/- [Exclusive of GST @ 18%] i.e., ₹ 5900/-
7.	Tender Opening Address	EDR-NS, ITI LIMITED, F-100, Network Systems Unit, Doorvaninagar P.O, Bengaluru - 560 016.

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NOTE: COUNTEROFFERS/CONDITIONAL OFFERS IF MADE WILL NOT BE ACCEPTED AND SUMMARILY REJECTED

Tenderer:

Shri/ M/s

AGM-NS

NS. UNIT

ITI Limited,

F-100 Building, Doorvaninagar, Bangalore

- 560 016.

Retender for "Renovation of ITI Limited Regional office building in Ahmedabad. (Two Bid System)

Dear Sir,

I/We have read and examined the following documents relating to the above works for the Communication Project.

- a. General Notice & intimation to the tenderer.
- b. Specifications, Bill/Schedule of Quantities, and Schedule of rates & Special conditions.
- c. Drawings (Indicative for the tender purpose only)
- d. General conditions of contract including Contractor's Labour Regulations, Model Rules for Labour Welfare and Safety Code appended to these conditions together with the amendments thereto.

I/We hereby tender for the execution of the works referred to in the aforesaid document 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 the schedule of rates and within the period(s) of completion as stipulated for the total sum of Rs-----

In consideration of I/We being invited to tender, I/We agree to keep the tender open for acceptance for 90 days from the date of opening of the technical bid thereof and not to make any modification in its terms and conditions which are not acceptable to the Company.

A sum of Rs.----- is hereby enclosed a Bank Draft / Banker's pay order as earnest money. If 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 the full earnest money.

Should this tender be accepted, I/We hereby agree to abide by and fulfil all the terms, conditions, and provision of the aforesaid documents.

I/We further agree that in case my/our tender is accepted to deposit the additional Security amount of 3% in the form of Bank Guarantee Performance Security deposit under the General Terms and Conditions enclosed herewith.

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 total earnest money absolutely i.e., Rs. ----- . I/We attach herewith by Me/Us statement showing the details of construction works carried out for reference and to substantiate my/our experience and capacity to carry the work on tender.

Our Bankers

are.....
.....

I/We also undertake to complete all works and hand over the same in a satisfactory manner to the company or their authorized representatives **within the stipulated time as mentioned in the NIT** from the 15th day of the orders issued to start the works.

I/We understand and note that the decision to entrust the above to the lowest tenderer or otherwise rests with the company.

Yours Faithfully,

(CONTRACTOR/S)

Address:

Dated:

Signed in the presence of

1. Witness.....

Address.....

Date:.....

2. Witness.....

Address.....

Date:.....

IMPORTANT PARTICULARS

SL NO.	DESCRIPTION	INFORMATION
1	REFERENCE NO. OF TENDER DOCUMENT	ITI/MSP/RO-AHD/ Renovation/012/280 dated 17-05-22
2	DATE OF ISSUE OF NOTICE INVITING TENDER	17.05.22
3	MODE OF SUBMISSION OF TENDER	E-Tendering
4	LAST DATE & TIME FOR SUBMISSION OF BIDS	27-05.22 at 15.00 Hrs.
5	DATE & TIME OF OPENING OF TECHNICAL BIDS	Same day 27.05.22 at 15:30 Hrs.
7	OPENING OF FINANCIAL BIDS	31-05-2022 at 15.30 Hrs
8	COST OF TENDER DOCUMENT	₹ 5,000/- Plus GST @ 18%, i.e., Rs. 5,900/-
9	EARNEST MONEY DEPOSIT (EMD) IN THE FORM OF DEMAND DRAFT/ BANKERS CHEQUE.	₹ 41,000/-
10	CONTACT PERSON FOR QUERIES (BETWEEN 10 AM TO 15.30 HRS ON WORKING DAYS ONLY)	AGM-NS
11	AVERAGE FINANCIAL TURNOVER ON CONSTRUCTION [LAST THREE YEARS]	₹ 6,15,000/-
13	ADDRESS FOR BID SUBMISSION	EDR-NS, F-100. N.S Unit, Doorvaninagar, Bengaluru 560016.
14	SECURITY DEPOSIT	Ten percent of contract value.
15	VALIDITY	90 days from the last date of submission opening of financial bid.
16	PRICE ESCALATION	NIL.
17	PERFORMANCE GUARANTEE	3% of the contract value.
18	TIME ALLOWED FOR COMPLETION OF WORKS	Completion period is 45 days.
19	ESTIMATED COST	₹ 20.46 Lacs + GST

Note: The tender documents can be downloaded from the Company website www.itiltd.in or <https://www.tenderwizard.in/ITILIMITED> and from Government portal eprocure.gov.in.

Corrigendum: Any corrigendum/addendum/errata in respect of the above tender shall be made available at our official website www.itiltd.in or <https://www.tenderwizard.in/ITILIMITED> No further press advertisements will be given. Hence, all bidders are advised to check the ITI Ltd website regularly. Documents submitted in connection with Pre-Qualification will be treated confidential and will not be returned.

SECTION - I**NOTICE INVITING TENDER**

ITI Ltd invites item rate offers for the agencies having relevant experience in the field of Construction/ maintenance of Civil Works for the Re-Tender of “Renovation of ITI Limited Regional office building in Ahmedabad. (Two Bid System).

NAME OF WORK: Re-Tender for “Renovation of ITI Limited Regional office building in Ahmedabad. (Two Bid System)

The tenders are invited in TWO BIDS, consisting of Technical Bid (Part-A) and Price/ Commercial Bid (Part-B).

The Technical Bid (Part-A) without the Price/Rate shall contain the following details:

e-Envelope-I [Technical Bid]

Tender documents shall be filled, signed, and uploaded in original.

The submitted Tender shall consist of the following:

- i. Cover notes by the Bidder indicating the name of the Company/Organization, address, communication details (mobile numbers, landline numbers, fax numbers, e-mail ids for correspondence), name of the contact person, designation of the Bid submission authority. The bidder is also required to indicate the groups for which the bid is applied.
- ii. All the documents regarding eligibility criteria.
- iii. Complete set of tender documents original as sold dully/downloaded filled and signed by the tenderer as prescribed in the different places of the tender document.
- iv. Information regarding the tenderer [organization set up] as in the proforma enclosed at **Annexure- 8**.
- v. Bidder's Profile
- vi. Declaration regarding the Tenderers work of comparable nature and constructions organization in the proforma enclosed in **Annexure –9**
- vii. Cost of tender documents, and EMD.
- viii. Acceptance of all the terms & conditions indicated in our tender.
- ix. Income Tax Return for the last three financial years.
- x. PAN Number and GST Registration certificate.
- xi. Affidavit for proprietary/ partnership deed/article of association
- xii. Earnest Money Deposit (EMD) as specified in the tender and Tender document fee of Rs. 5,000 (Rupees Five Thousand Only) plus GST @18% i.e., Total Rs. 5,900.00) shall be payable with the bid. This shall be paid well in advance of tender submission time through Demand Draft or NEFT or bank transfer or Pay Order drawn at a Scheduled Bank/Post Office in favour of ITI Limited (N S UNIT), Dooravani Nagar, Bengaluru - 560016. The Bank details for crediting/Transferring money to ITIL is as below.

Account No : 10637729843

Bank Name : State Bank of India

Branch : IFB

IFSC Code : SBIN0009077

MICR Code : 560002016

Account type: CC A/c.

Note: The DD no. /Bankers pay order no. shall be indicated on the letterhead along with a scanned copy of the above payment must be uploaded during tender submission.

- xiii. Power of attorney in the case as an authorized representative who has signed the tender.
- xiv. An integrity pact duly signed by the tenderer shall be submitted. Any bid without a signed Integrity pact shall be rejected. **[Annexure-3]**
- xvi. Single point of contact (SPOC) details for official communication (Name, Mobile no., Email id, Address).
- xv. Self-declaration for not having any litigation history.

Note: Tenders not submitted on time will not be considered and will be summarily rejected. Tender documents shall be filled and submitted in original [all pages of tender documents to be sealed and signed/digitally signed. Submitted along with the technical bid]. The conditional tender will not be considered and will be summarily rejected.

e-Envelope 2 [Financial BID]

The Price/Commercial Bid (Part-B), consists of a document with the rate quoted in figures and words only.

1. ELIGIBILITY CONDITIONS FOR THE BIDDERS

i. MINIMUM ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER

- Agencies should have relevant experience in the field of Construction of Civil Works.
- Agencies empanelled with ITIL/experience of working with CPWD, Railways, MES, Department of Post, State PWDs State/Central PSUs and semi-government organizations preferred.

ii. WORK EXPERIENCE FOR ELIGIBILITY.

- Experience of having completed similar works during the last 7 years ending 01-03-2022.
- Three similar works each costing not less than 40% of the estimated cost put to tender. or
- Two similar works each costing not less than 60% of the estimated cost put to tender. or
- One similar work costing not less than 80% of the estimated cost put to tender.

Similar works mean Construction/ Maintenance of civil and electrical works. The experience in similar nature of work should be supported by certificates issued by the client's organization. In case the work experience is other than Govt//Semi Govt./PSU's/autonomous bodies, the completion certificate shall be supported with copies of the letter of work order/Completion certificate and copies of the Corresponding TDS certificate. [Form 26AS] Value of work will be considered equivalent to the amount of TDS certificates.

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

Joint venture/Consortia of firms /Companies shall not be allowed and the bidders should meet the criteria themselves.

iii. FINANCIAL STRENGTH:

- a. The average annual financial turnover on construction for the last 3 years shall be at least as specified in the NIT [Important information]. The requisite Turnover shall be duly certified by a Chartered Accountant with his seal/Signatures and registration number. **[Annexure-7]**
- b. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
 - Made misleading or false representation in the forms, statements, affidavits, and attachments submitted in proof of the qualification requirements, or record of submission of any false/fake documents.
 - Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc.,
 - Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

Thanking you

Yours faithfully

For ITI Limited

Additional General Manager-NS

-----END OF SECTION-I-----

SECTION - II INFORMATION TO BIDDERS

1. CLARIFICATIONS:

Bidders desirous of seeking clarifications on the Tender may send their queries through email to: civil_nsu@itilttd.co.in also on <https://www.tenderwizard.in/ITILIMITED> Ph: 9956625645.

- 1.1 On the Bid opening day, only technical bids will be opened. The Bidders who are desirous of attending bid opening may do so as per the e-Tendering process (TOE).
- 1.2 Bids without authenticated proof of Bid document fee, EMD and other technical compliances as required and prescribed in this Tender, will be rejected.
- 1.3 The date for opening the financial bids will be communicated to all technically qualified and eligible bidders separately, through registered email.
- 1.4 The address for all correspondences regarding this Tender shall be marked to AGM (NS), NS Unit, ITI Limited through E-mail: civil_nsu@itilttd.co.in
- 1.5 The offers prepared by the Bidders and all the correspondences and documents relating to the offers submitted/exchanged by the Bidder shall be written in the English language.
- 1.6 ITI reserves the right to suspend or cancel the tender process at any stage, or to accept, or reject any, or all offers at any stage of the process and/or to modify the process, or any part thereof, at any time without assigning any reason, without any obligation or liability whatsoever and the same shall be published in the ITI website or intimated through email.
- 1.7 ITI Ltd does not take any responsibility for the delay caused due to non-availability of internet connection or sever/traffic jam, etc. for online bidding.
- 1.8 The Bidder shall bear all costs associated with the preparation and submission of its Tender, including the cost of presentation for the purpose of clarification of the offer, if so desired by ITI.
- 1.9 At any time prior to the last date for receipt of offers, ITIL, may, for any reason, whether at its own initiative or in the response to a clarification requested by the prospective bidders, modify the Tender document.
- 1.10 Also, ITI may, at its discretion, extend the last date and time for the receipt of offers and/or make other changes in the requirements set out in the Invitation for Tender at its own accord or in order to provide reasonable time to bidders to take the amendments into account in preparing their offers.
- 1.11 If the last day for the bid submission is declared as a holiday, the bid will be opened at the same time on the next working day.

2. SIGNING OF BID

The bidder shall prepare, as a part of his bid, the bid documents duly signed on each and every page submitted (digital signatures accepted on e-tendering portal), establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract and the credentials claimed to comply the bid conditions.

3. DISCLAIMER:

- 3.1 ITI and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with

any omission, negligence, default, lack of care or misrepresentation on the part of ITI and/or any of its officers, employees.

3.2 All information contained in this Tender provided/clarified is in good faith and interest. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.

3.3 Though adequate care has been taken in the preparation of this Tender document, the interested bidders shall satisfy themselves that the information contained in the document is complete in all respects to enable them to make an informed decision to bid. Interested Bidders are required to make their own enquiries and assumptions wherever required.

3.4 Information provided in this document or imparted to any respondent as part of the Tender process is confidential and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

4. GENERAL INFORMATION TO THE BIDDER ON EMD, SECURITY DEPOSIT, AND REFUND OF SECURITY DEPOSIT.

4.1 Earnest money deposit of an amount Rs 37,200/- is required to be submitted along with the tender in favour of ITI Ltd NS Unit Bengaluru as per NIT.

4.2 The EMD shall be payable to the ITI without any conditions, recourse, or reservations.

4.3 The bid will be rejected by the ITI as non-responsive and shall not be considered in case the amount of EMD is not received as specified in NIT.

4.4 Return of Earnest Money deposit: No interest shall be allowed on the Earnest Money deposit by the Tenderer. The earnest money of the unsuccessful tenderer will be refunded within 15 days on their request after the issuance of LOA to the successful bidder.

4.5 The Earnest Money deposited by the successful tenderer will be retained towards the Security deposit for the fulfillment of the contract, but shall be forfeited if the tenderer fails to submit the Performance Guarantee of 3% of the tendered value, the requisite security deposit as per General Terms and conditions of the contract and/or fails to start the work within a period of 15 days after issue of the LoA in writing. The earnest money deposit of L-1 will be released only after submission of the Performance guarantee of 3% on the award of work and their confirmation from the bank.

4.6 Security Deposit: Total Security deposit in the work is 10% of the contract value. The security deposit will be recovered by deduction from the running bills of the contractors at the rate of 7% of the gross value of work done. This is in addition to the performance guarantee of 3% mentioned above. Further, the contractor has to furnish the "No Claim Certificate to ITI Ltd at the time of claiming refund of retention money in confirmation of his having no claim against ITI Ltd on getting refunded the security deposit.

4.7 Refund of Security Deposit: S.D deducted from the contractor's bill shall be refunded to the agency on the certificate of Engineer-In-Charge after the expiry of the Defects liability period of **6 months** and obtaining no defect certificate from the concerned officials. [Engineer in charge].

4.8 The EMD may be forfeited:

a. If a bidder withdraws the bid after bid opening during the period of validity.

b. In the case of the successful bidder, if the agency fails to sign the Agreement within 15 days from the date of issue of LoA or furnish the required performance security or fails to commence the work within the stipulated period prescribed in the contract.

4.9 Order of Precedence:

In case of differences, contradictions, discrepancies with regard to General Conditions of Contract, specifications, Special Conditions, Corrigendum issued, Drawings, bill of quantities, etc., forming part of the contract, the following shall prevail in order of precedence.

1. Letter of the award, along with the statement of agreed variations and its enclosures if any.
2. Corrigendum Addendum, Clarifications, etc.
3. Special conditions of Contract
4. Descriptions of the bill of quantities /Schedule of quantities.
5. General conditions of Contract Drawings.
6. CPWD specifications [as specified in the technical specification of the tender] updated with correction slips issued up to the last date of receipt of tenders.
7. Relevant IS codes/National building code-2015.

5. Interpretation to Tender Document before tenders are received:

If any person contemplating to submit a tender for the work covered in these tender documents is in doubt as to the meaning of any part of the tender documents, he may submit to the authority inviting tender a written request for interpretation or clarification thereof **within seven days** of uploading of the tender. Any interpretation of the tender documents will be made only by a formal addendum issued by the authority inviting the tender whose interpretation shall be final and binding on all parties. The company will not be responsible for any other interpretation and the same will not be binding on the company.

6. Addenda:

- a. Addenda to the tender documents may be issued before the date of opening of the Tenders to clarify the documents or to reflect modifications in their design or contract terms which will be published in the Company web site only.
- b. All the addenda issued by the authority inviting tender shall be part of the tender document.

7. Only One Proposal

The bidder shall only submit one proposal. If a bidder submits or participates in more than one proposal, such proposals shall be disqualified.

8. Proposal Validity

The tender must remain valid for 90 days after the last date fixed for submission of tender including the extension(s) given if any.

9. Independent External Monitors:

- a. In respect of this assignment, the Independent External Monitors [IEM's] would be monitoring the bidding process and execution of the contract to oversee the implementation and effectiveness of the integrity Pact Program.
- b. The Independent External monitors [IEM's] have been appointed by ITI Ltd, in terms of Integrity Pact [IP]-Section6, which forms part of the tender/contracts. The name of the Independent External Monitors is posted on ITI's website. www.italtd.in.
- c. This panel is authorised to examine /consider all references made to it under these terms of the Integrity Pact. The Independent External Monitors [IEM's] shall review independently, the cases referred to them to assess whether and to what extent the parties concerned comply with the obligations under the integrity pact entered into between ITI and Consultant.

The Independent External Monitors [IEM's] has the right to access without restrictions to all project documentation of the Employer including that provided by the contractor. The contractor will also grant the Monitor, upon his request and demonstrations of a valid interest, unrestricted and unconditional access to his project documentation. The same applies to sub-consultant. The monitor is under contractual obligations to treat the information and documents of the bidder/consultant with confidentiality.

10. Clarifications and Amendment of Bid Documents

- a Bidders may request clarification on any clause(s) of the Bid documents **within 7 days** from the date of uploading of Tender on the website. Any request for clarification must be sent in writing, or by standard electronic means to ITI LTD's address. ITI LTD will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without disclosing the Source of the query) to bidders. Should ITI LTD deem it necessary to amend the bid document as a result of a clarification or any other reasons it shall do so. However, ITI LTD reserves the right to respond to the queries after the cut-off date as mentioned above.
- b At any time before the submission of tender, ITI LTD may modify/ amend the bid document and extend the last date of submission/ opening of the tender by issuing a corrigendum/addendum.

Any Corrigendum/Addendum thus issued shall form part of tender document and shall be posted only on website www.itilttd.in, or <https://www.tenderwizard.in/ITILIMITED> or www.eprocure.gov.in, and the bidders are thus advised to update their information by using said website. To give the bidders reasonable time to take an amendment into account in their bids and on account of any other reasonable circumstances, ITI LTD may at its discretion, extend the deadline for the submission/ opening of the tender.

11. The intending tender [s] must read the terms and conditions of the GCC carefully. He should only submit his bid if eligible and in possession of all the documents required.
12. Integrity pact (Annexur-3) duly signed by the tenderer shall be submitted. Any bid without a signed integrity pact shall be rejected.
13. **TIME SCHEDULE FOR COMPLETION OF WORK** The completion period is 45 days.
14. **Water supply at the site of work:** The contractor has to make his arrangements for the water required for the work at his own cost.
15. **Power supply at the site of work:** The Contractor has to make his arrangement for the power required for the work at his own cost.
16. **Inspection facilities:** The contractors while erecting the sheds, storehouses, and yards as per the clause of the contract, shall also provide facilities to inspecting staff of the company.
17. Bidder has to commence the work simultaneously within 15 days from the issue of the work order.
18. The contractor has to take up the work of renovation works on priority as per ITI Ltd. requirement.
19. The project engineer should have experience working with **Civil/Electrical/AC projects**.

20. The site and Local conditions:

The sites will be shown to the tenderers by the representatives of the authority inviting tender. However, a tenderer shall finalize the program of his visit to the site with authority inviting tender for necessary arrangements.

The sites are located in the following locations:

Name of the sites and location: **Hemkoot Tower, ITI Limited Regional Office, Ahmedabad**

21. PAYMENT TERMS:

Running account payment will be made during the execution of works, with submission of running account bill by contractor after execution of Dismantling, civil, plumbing & electrical/AC works (Approx. 75% completion of works) & final bill will be paid after completion of works.

Note:

- 7% of the gross amount payable to the contractor will be retained from running bill as a security deposit in addition to the performance guarantee of 3%. The security deposit will be released to the bidders after the successful completion of the defect liability period.
 - ITI reserves the right to forfeit the Performance guarantee in addition to the security deposit in the event of the tenderer's failure of any of the contractual obligations or in the event of termination of the contract as per terms and conditions of the contract.
22. The Tenderer shall quote rates both in figures as well as in words. In case the tenderer has quoted Two different rates in word and figures, the rates which correspond to the amount worked out by the contractor are taken as correct. When the amount of an item is not worked out by the contractor, or if it does not correspond with the rates written either in figures or in words, then the rate quoted by the contractor in words is taken as correct. When the rate quoted by the contractor in figures and words tallies, but the amount is not worked out correctly, the rates quoted by the contractor is taken as correct and not the amount.
23. The Tender shall contain the name, address, and place of business or person or persons making the tender and shall be signed by the tenderer with his signature. The partnership firm shall furnish the full name of all partners in the tender. It may, however, be signed in the partnership name by one of the partners or duly authorised representatives, followed by the name and designation of the person signing the tender. Tenders by a corporation or by a person are signed in the name of the corporation by a person duly authorized to do so. In case it is signed by an authorized representative, a power of attorney on that behalf shall accompany the tender. A copy of the constitution of the firm with the names of the partner shall be furnished.
24. When the tenderer signs a tender in a language other than English, the total amount of tendered should also be written in the English language only. The signature should be attested by at least one witness.
25. Witnesses and sureties shall be persons of status and property and the names, occupations, and addresses shall be stated below the signature.
26. All the signatures in the tender document shall be dated and pages of all the sections of the tender document shall be signed at the lower right-hand corner or where ever required in the tender document by the tenderer or his authorised representatives.
27. Before submission of tender, the tenderer is advised to visit the site (with prior arrangement with the officer issuing the tender) and inspect the site of work and its environments, and be well acquainted with the actual working and other prevalent conditions and fluctuations thereof, and to quote his rates accordingly after taking all the factors into account. It shall be deemed that the tenderer has visited the site, whether he does it or not, and have taken all the aforesaid factors into account while quoting his rates and no claim whatsoever shall be entertained on this account at a later date.
28. The tenders submitted by the tenderer shall remain valid for acceptance for 90 days from the last date of receipt of bids. The tenderer shall not be entitled during the said period of 90 days, without the consent in writing of the company to revoke or cancel his tender or to vary the tender given or any terms thereof.

29. The acceptance of the tender will rest with the accepting authority who does not bind himself to accept the lowest or any other tender and reserves the right to reject any or all the tenders without assigning any reason whatsoever.
30. **Rejection of Tender:**
- a. Tenders in which any of the particulars and prescribed information is missing or incomplete in any respect are liable to be rejected.
 - b. Canvassing of any kind is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing is liable to be rejected.
 - c. The tender containing uncalled remarks for any conditions are liable to be rejected.
 - d. No Page of the tender documents shall be removed or altered and the whole set must be submitted after being duly filled in and signed. Failure to comply with these instructions may result in the rejection of their tender.
31. The Company reserves the right (i) to reject any or all the tenders without assigning any reasons, therein (ii) to distribute the work between more than one contractor. The Company reserves the right to call off the tender process at any stage without assigning any reason.
32. Should tenderer have relative or relatives or in the case of a firm or private limited company one or more of its partner or relatives of the partners employed in the company, the tenderer should furnish complete information to that effect at the time of submission of the tender.
33. The successful tenderer shall be required to execute an agreement in duplicate in the proforma attached with the tender documents as **Annexure-1** In the event of failure of the tenderer to sign the agreement within 15 days from the date issue of the notice of acceptance of the tender, the amount of Earnest money shall be forfeited to the company and acceptance of the tender shall be considered as withdrawn.
34. **PERFORMANCE GUARANTEE.** The successful bidder/contractor shall provide to the employer total performance security of Three percent [3%] of the Contract price covering initially the period of completion of construction work plus 90 days within 15 days after issue of Letter of acceptance but before signing the contract, performance security of Three percent of the Contract price shall be submitted by the successful bidder to ITI. In case the time for completion of work gets extended, the contractor shall get the validity of the performance Guarantee extended to cover such extended time for completion of work.
- A) Performance security of Three Percent [3%] to be submitted by the successful bidder after the receipt of the letter of acceptance shall be either in the form of Bank Guarantee or Fixed deposit receipts in the name of ITI from a scheduled commercial bank or demand draft in favor of ITI Limited, payable at Bengaluru.
 - B) Failure of the successful bidder to comply with the requirement of delivery of Performance Security as per provisions of the tender clause shall constitute sufficient ground for cancellation of award and forfeiture of the Earnest Money. Such a successful bidder who fails to comply with the above requirements is liable to be debarred from participating in bids under ITI Limited for one year.
 - C) For delay in submission of Performance of guarantee more than 15 days from the date of issue of LOA penal interest of 18% per annum to be charged on the amount of performance guarantee.
35. **Taxes and Duties:** On implementation of GST many of the previously existing taxes have been subsumed in the same. However, taxes, duties, cess royalty, if any remaining in vogue which a bearing on the rates should be considered while submitting the tender. **GST as applicable will be paid Separately. In the event of non-payment/default of any statutory compliances in payment of any tax or any labor dues, EPF, ESIC, etc., by the contractor or in case of any**

financial implication on ITI Limited the ITI reserves the right to hold the dues/payment of the contractor and make payment to local/State/Central government authorities or labors as may be applicable including penalty thereof.

- a) The Contractor Price is inclusive of all taxes, duties, cess, and statutory levies payable under any laws, Other than Goods and Services Tax (GST) levied by Union and State Governments (CGST, SGST, UTGST, IGST).
- b) In case of a change in the rate of tax or any provision relating levy of tax resulting in an increased burden of tax on the contractor, the contractor shall not be entitled to receive any compensation for such increase in quantum of tax payable by the contractor., however, recovery shall be made from the contractor on account of a decrease in rates of tax.
- c) The contractor must be registered under the goods and services tax (GST) laws, and a copy of the registration certificate shall be submitted to ITI.
- d) Apart from registration as mentioned at c) above, Contractors shall also obtain all other necessary registration required under any other Local / State/Union Government Statute, for the execution of this contract, if any.
- e) Apart from compliances mentioned above, in the event of non-payment/default in payment of taxes and duties and any other statutory compliances, under any other Local/State/Union Government Statute, ITI reserves the right to withhold the dues/payment of contractor and make payment to Local/State/Union Government authorities or Labourers, as may be applicable.
- f) It is clearly understood that the contractor is fully aware of all GST Laws and his liabilities and responsibilities under the said laws including but not restricted to correct HSN/SAC code, the applicable rate of taxes of GST, or otherwise on which his liability has to be paid and discharged. ITI shall have no liability or responsibility from any penalty or proceedings or any other liability levied or leviable on the contractor because of lower deduction or any other such non-compliance of the Contractor.
- g) Bidders will examine the various provisions of The Central Goods and Services Tax Act, 2017 (CGST)/Integrated Goods and Services Tax Acts, 2017 (IGST)/ Union Territory Goods and Services Tax Act,2017 (UTGST)/ respective states State Goods and Service Tax Act (SGST) also, as notified by Central/State Government and as amended from time to time and applicable taxes before bidding. Bidders will ensure that the full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

34. Policy for Micro and Small Enterprises [MSE's]

The MSE's who intend to claim benefits under MSE's act shall fulfill the following, otherwise, they run the risk of their bids being passed over as " INELIGIBLE" for the benefit applicable to MSE's and their bid will not be considered for evaluation.

- a) MSE's which are specified by the Ministry of Micro, Small, and Medium Enterprises under MSED Act.2006 and Public Procurement Policy 2012 as Manufacturing/Services Enterprises should have registered with NSIC/MSME.
- b) Tenderers seeking exemption should enclose a photocopy of valid registration Certificate giving details such as product/Services and Monetary limits failing which they run the risk of their tenders being passed over as ineligible for these concessions.
- c) The items of Product/Services mentioned under NSIC/MSME certificate should be the same or similar to the tendered items/Schedule of items of Tender]
- d) The monetary limit stipulated in the NSIC/MSME certificate of MSE's should be equal or more than the value of works /supply is/are " In hand progress" awarded under MSME benefits during the financial year plus estimated cost of this tender for availing EMD exemption.

- e) If the monetary limit is less than the value of work/Supply “ In hand [Progress] awarded under MSME benefits during the financial year plus estimated cost of this tender, they should obtain a "competence Certificate" from participating in this tender as well as avail MSME benefits.
- f) During the bid evaluation, EMD exemption shall be granted to the NSIC/MSME registered firm. In case, the NISC, MSE's registration certificate is found invalid during evaluation the bid of such bidder shall be rejected.
- g) ITI may consider the award of work to MSE's as per the provision of Public Procurement Policy for Micro and Small Enterprises [MSE's] order 2012, with special provision for Public Procurement Policy for Micro and Small enterprises owned by the Scheduled case or the Scheduled tribe enterprises.
35. Consortium/Joint venture companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
36. If at any stage, any information/documents submitted by the applicant is found to be incorrect, false, or have some discrepancy that disqualified the bidders/firm then, the Company shall take the following action:
- Forfeit the entire amount of EMD submitted by the firm.
 - The bidder/Firm shall be liable for debarment from tendering in the Company apart from any other appropriate contractual legal action.
37. The tender award execution and completion of work shall be governed by tender documents consisting of Letter of award/Letter of work order, Bill of quantities, Special Conditions of Contract, General Conditions of Contract, Specifications, Drawings. The tenderer shall be deemed to have gone through the various conditions, including subsoil water conditions, the topography of the land, drainage and accessibility, etc., or any other working conditions/Insurgency which in the opinion of a contractor will affect his price/rates before quoting their rates. No claim whatsoever against the foregoing shall be entertained.
- 38. SITE VISIT AND COLLECTING OF INFORMATION ON THE SITE:**

Before submission of tender, the tenderers are advised to visit the site, its surroundings to assess and satisfy themselves about the local conditions such as the working and other constraints at site, approach roads to the site, availability of water & Power supply, application of taxes, duties, and levies as applicable and any other relevant information required by them to execute the complete scope of work.

- a) Site conditions including access to the site, Working time, in connection with the work.
- b) Source and extent of availability of suitable materials including water etc., and labour [skilled and un skilled] required for work and laws and regulations governing their use.
- c) Geological, Metrological Topographical, and other general features of the site and its surroundings are about and needed for the performance of the work, with other specifications, drawings for references, and guidance.

39. TESTING OF MATERIALS

- Samples of various materials required for testing shall be provided free of charge by the contractor. The testing charge shall be borne by the contractor. All the other expenditures required to be incurred for taking the samples conveyance packing etc. shall also be borne by the contractor himself.
- In case there is any discrepancy in the frequency of testing as given in the list of mandatory tests and that in individual sub-heads of work as per C.P.W.D. latest edition specifications the higher of the two frequencies of testing shall be followed and nothing extra shall be payable to the contractor on this account.

40. The rate for all items in which they use of cement is involved is inclusive of charges for curing.
41. The contractor is to bear all charges towards the cost of testing. However, ITI Ltd. will be free to engage any other agency towards performing/conducting all tests as per IS/CPWD norms.

42. CLARIFICATIONS AFTER TENDER SUBMISSION:

Tenderer's attention is drawn to the fact that during the period, the tenders are under consideration, the tenderers are advised to refrain from contacting by any means, the ITI and or his employees/representatives on matters related to the tender under consideration and that, if necessary, ITI will obtain clarifications in writing or as may be necessary. The tender evaluation and process or award of works is done by the duly authorized Tender Scrutiny Committee and this committee is authorized to discuss and get clarification from the tenderers.

43. The work executed by the contractor shall be subject to audit and quality control checks from the Quality Control Division & Technical Audit ITI Ltd, Client, and Inspecting Agency of the Client and Chief Technical Examiner of Central Vigilance Commission, Govt. of India. In the eventuality of any defect/ substandard works as brought out in the report or noticed otherwise at any time during execution, maintenance period, etc., the same shall be made good by the contractor without any cost to ITI Ltd. In case the contractor fails to rectify the defect/sub-standard work within the period stipulated by ITI Ltd., ITI Ltd shall get it rectified at the risk and cost of the contractor and shall recover the amount from the dues of the contractor.
44. The drawings shall at all times be properly correlated before the execution of any work. However, in case of any discrepancy in the item given in the schedule of the quantities appended with the tender and architectural drawings relating to the relevant item the former shall prevail unless otherwise given in writing by the Engineer-In-charge.
45. The General Tender notice shall be deemed to form part of the agreement.
46. **Escalation in Price:** No escalation will be paid on account of any increase in the price index in the price of material or labour. No price escalation shall be applicable even during an extended period for completing the works.
47. **CONFIDENTIALITY:** Information relating to the evaluation of tenderers and recommendations concerning awards shall not be disclosed to the bidders who submitted the tender or to other persons not officially concerned with the process until the publication of the award of the contract. This undue use by any bidder of confidential information related to the process may result in the rejection of its tender and may be debarred from participating.

---- END OF SECTION – II ----

SECTION -III
INSTRUCTIONS FOR ONLINE BID SUBMISSION TO BIDDERS

1.	Submission of Bids shall be only through an online process which is mandatory for this Tender.
1.1	Tender Bidding Methodology: Sealed Bid System Tender Type: Two bids i.e., Technical and Financial Bids shall be submitted by the bidder at the same time on the portal.
1.2	Broad outlines of the activities from Bidder's perspective:
1.2.1	Procure a Digital Signing Certificate (DSC)
1.2.2	Register on Electronic Tendering System® (ETS)
1.2.3	Create Users and assign roles on ETS
1.2.4	View Request for Proposal (Tender) on ETS
1.2.5	Download Official Copy of Tender Documents from ETS
1.2.6	Clarification to Tender Documents on ETS
1.2.7	Query to ITI LTD (Optional)
1.2.8	View response to queries posted by ITI LTD, as an addendum/corrigendum.
1.2.9	Bid Submission on ETS
1.2.10	Attend Public Online Tender Opening Event on ETS Opening of Technical/Financial Part
1.2.11	View Post-TOE Clarification posted by ITI LTD on ETS (Optional) Respond to ITI LTD's Post TOE queries.
1.3	For participating in this tender online, the following instructions need to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS. Note 1: It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. BOQ (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. Note 2: While uploading the documents, it should be ensured that the file name should be the name of the document itself.
1.4	Digital Certificates: For the integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC) of Class 3 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].
1.5	Registration in e-procurement portal: Bidder has to Register first in https://www.tenderwizard.in/ITILIMITED . and then the Tender documents can be downloaded from the website: https://www.tenderwizard.in/ITILIMITED and bid have to be submitted in the e-format. ITI LIMITED has decided to use the process of e-tendering for inviting this tender and thus, the physical copy of the tender would not be sold.
1.6	Special Note on Security of Bids: Security-related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically, for Bid Submission, some security-related aspects are outlined below: - As part of the Electronic Encrypt functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-phrase created by the server itself. The Passphrase is more difficult to break. This method of bid encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a User organization for bid encryption. Bid encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender opening officers of the User organization and the personnel of the e-tendering service provider.

1.8	<p>Public Online Tender Opening Event (TOE):</p> <p>ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officer, as well as authorized representatives of bidders, can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e., Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to the Internet.</p> <p>Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS.</p> <p>As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.</p> <p>ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the User for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.</p> <p>ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.</p>
1.9	<p>Other Instructions:</p> <p>For further instructions, the vendor should visit the home page of the portal i.e. https://www.tenderwizard.in/ITILIMITED.</p> <p>Important Note:</p> <p>It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.</p>
1.10	<p>The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:</p>
1.10.1	<p>Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your tender submission deadline on ETS.</p>
1.10.2	<p>Register your organization on ETS well in advance of your tender submission deadline on ETS.</p>
1.10.3	<p>Get your organization's concerned executives trained on ETS well in advance of your tender submission deadline on ETS.</p>
1.10.4	<p>Submit your bids well in advance of tender submission deadline on ETS to avoid any unforeseen last-minute problems due to internet timeout, breakdown, etc. While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.</p>
1.11	<p>Minimum Requirements at Bidders end:</p> <p>Computer System with good configuration and OS preferably supporting Windows, Word, Excel & PDF, High-Speed Broadband connectivity, Internet Browser, and Digital Certificate(s).</p>

Note: SINCE THE WORK IS TO BE EXECUTED FOR AND ON BEHALF OF AN END-USER, THE NEED AND EXIGENCIES OF THE USER SHALL PREVAIL UPON ALL THE COVENANTS AND ALL DECISIONS SHALL BE TAKEN WITH THE KNOWLEDGE OF SUCH USER. A SPECIAL CARE AND PREPARATION WILL BE EXPECTED FROM THE BIDDER.

1.0 BID OPENING AND EVALUATION:

1.1 Opening of bids by the ITIL:

The Electronic Envelope marked as 'Bid Security, Bid cost & Authorization Envelope' shall be opened first and examined by the designated Bid Opening Committee (TOC) of ITIL.

The TOC shall ascertain that the bidders who have not made payment of bid cost and EMD online then the Physical Envelopes of Bid Security and Bid cost should be submitted to AGM (NS) ITI Ltd, NS Unit Doravaaninagar 560016 Bangalore before tender submission time to meet the preliminary requirement of eligibility otherwise their bids shall not be opened/downloaded from the E-tender portal.

The Qualifying Bids downloaded shall be evaluated by the designated TEC and the result of evaluation after approval by the competent authority shall be declared for the information of all concerned clearly mentioning the qualified bidders and non-qualified bidders.

2. CLARIFICATION OF BIDS BY THE ITIL:

To assist in the examination, evaluation and comparison of bids, the ITIL may, at its discretion ask the bidder for clarification of its bid. The request for its clarification and its response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

3. VERIFICATION OF BIDS BY THE ITIL:

If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However, the ITIL at its discretion may call for any clarification regarding the document within a stipulated time period. In case of non-compliance to such queries in the given time, the bid will be outrightly rejected without entertaining further correspondence in this regard.

4. PRELIMINARY EVALUATION:

ITIL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed/authenticated and whether the bids are generally in order.

Prior to the detailed evaluation, the ITIL will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses, a substantially responsive bid is one that conforms to all the terms and conditions of the bid documents without deviations.

The ITIL may waive any minor infirmity or non-conformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder. Bids found technically and commercially compliant and suitable would only be considered for Price bid opening.

END OF SECTION –III -----

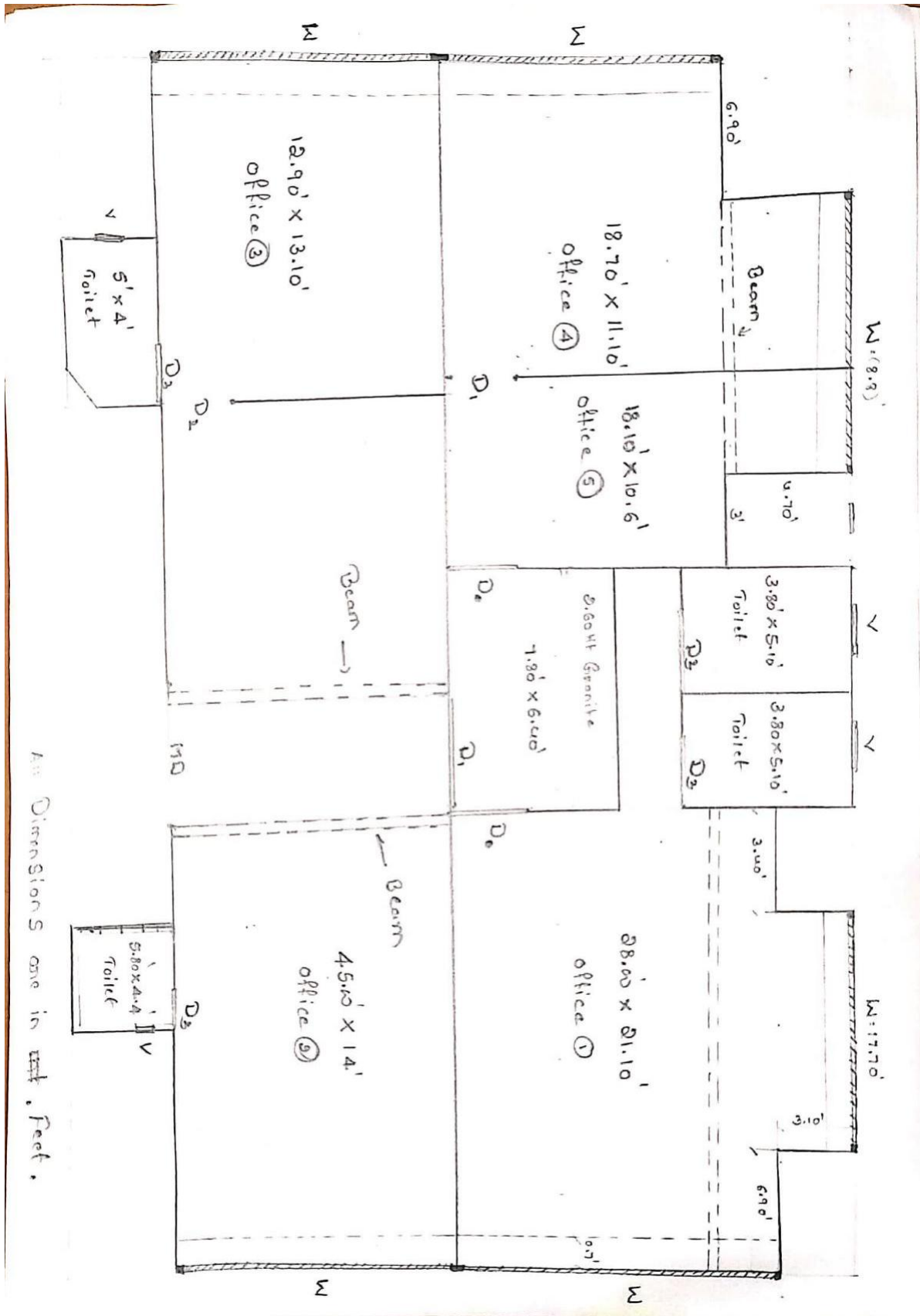
SECTION-IV

SCOPE OF WORK

ITI Limited is planning to renovate its existing ITI Limited Regional office building at Hemkoot Complex, Ahmedabad.

For renovation of building, following main activities are to be carried out:

1. Dismantling the old damaged items of building i.e., part of brickworks, plaster, scraping of painting/distempering, doors, windows tile sanitary fittings, electrical items and disposal at safe place as per instruction of Engineer-in-charge.
2. Arranging ant termite treatment at the junction of wall-floor, and along doors window perimeter with drilling and application of specified chemical.
3. Repairing of damaged portion of plaster with specified mix of mortar.
4. Providing chases in wall and for concealing electrical conduits for wiring & Fixtures and making good with mortar after putting conduits & fixtures
5. Removing existing paints/ distemper from inside/ outside walls by sand paper, making good and even by applying wall putty, making surface smooth and even, followed by emulsion/ acrylic painting at exterior and internal surface respectively as specified.
6. After dismantling of existing mosaic tiles in office portion, making surface levelled and provide vitrified tiles flooring as specified in item of BoQ.
7. After dismantling in toilet/bath room wall tiles, making the surface smooth and providing ceramic glazed tiles as mentioned in the items.
8. After dismantling floor tiles in toilet and bath room, providing ceramic glazed tiles flooring as specified in item of BoQ.
9. Provide Aluminum works for doors/ windows/ ventilators
10. Providing glazing works for Aluminum doors/ windows/ Ventilators.
11. Providing prelaminated boards in partition and aluminum doors
12. Providing factory made PVC shutters at toilets doors.
13. Providing Aluminum fittings in doors/ windows
14. Providing electrical wirings as required in concealed conduits for all the places in the office & toilets/ bath rooms.
15. Providing light /power/ electrical fitting with fixtures as specified in the items of BoQ.
16. Providing electrical switch boards, distribution boards and main switch board as per requirement and as mentioned in the items of BoQ.
17. Providing, installation and commissioning of electrical fans as specified in the items of BoQ
18. Providing, installation & commissioning split 3-star AC 1.5 T inverter type indoor and outdoor unit as specified in BoQ
19. The water pipes GI will be concealed as and where required.
20. Providing and fixing WC/ Wash Basin/Urinals/ Cisterns towel rails/ in the toilets as specified in the items of BoQ.
21. All the fitting of electricals/ Internal plumbing /doors- windows will be standard as per make specified in material specification or as per approval of engineer-in charge. List of makes is attached in the tender document.
22. The materials to be used some grit & sand and steel reinforcement should be as per specification and must be free from dirt.
23. Curing of concrete shall be under IS:456. Concrete shall be cured by keeping it moist for the period specified herein to ensure that complete hydration and hardening take place.
24. At least 7 Days curing of the concrete/plaster is to be done by making proper mound and filling the same with water. Curing for the sides of foundation is to be done by covering the surface with gunny bags.
25. The tentative drawing plan of building is attached below:



All Dimensions are in Feet.

Floor Plan of ITI Limited Regional Office Ahmedabad (Drawing)

----- END OF SECTION -IV-----

SECTION -V**GENERAL CONDITIONS OF CONTRACTS FOR CIVIL ENGINEERING WORKS****1. DEFINITION AND INTERPRETATIONS:****1.1. Definition:****1.1.1. GENERAL:**

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

1.1.2. COMPANY:

Company shall mean ITI LIMITED, having its registered office at ITI Bhavan, Doorvaninagar, Bengaluru. 560 016 in the State of Karnataka and includes a duly authorised representatives of the Company/ or any other person empowered in their behalf by the company to discharge all or any of its functions.

1.1.3. MANAGEMENT:

Management shall mean the officer nominated by the Company to deal with the matters pertaining to the contract. The Officer so nominated shall be intimated to the contractor after the acceptance of the contract.

1.1.4. CONSULTANT:

'Consultant' shall mean the Consultant so designed by the company and/ or every other officer authorized by the Consultant for the time being to deal with matters relating to Contract.

1.1.5. GENERAL MANAGER (GM):

General Manager shall mean the officer in administrative charge of the project.

1.1.6. CHIEF ENGINEER:

Chief Engineer shall mean the officer-In-charge of the Civil Engineering Department of the Project.

1.1.7. ENGINEER:

Engineer shall mean the Chief Engineer / Chief Manager, Deputy Chief Engineer / Manager, Senior Engineer / Deputy Manager, Executive Engineer / Assistant Manager, Assistant Executive Engineer / Engineer, Asst. Engineer or any other nominee for the execution of the work. The term Engineer- in – Charge shall also have the same meaning as the Engineer.

1.1.8. ENGINEER'S Representative:

Engineer's Representative shall mean the Assistant Engineer in Direct charge of the works and shall include any Junior Engineer/ Construction Assistant /Junior supervisors etc., appointed by the Company.

1.1.9. CONTRACTOR:

'Contractor' shall mean the person, firm or company who has entered into agreement for the execution of works and shall Include their executor's, successor's, administrator's and permitted assigns.

1.1.10. CONTRACT:

The contract shall mean the contract documents collectively, comprising agreement, Notice Inviting Tender, General terms and conditions, special terms and conditions, specifications, Time schedule of works, information and instructions to tenderers, accepted schedule of rates, and other documents and drawings constituting the tender and accepting thereof.

1.1.11. WORKS:

Work shall mean the works to be executed in accordance with the contract.

1.1.12. SPECIFICATIONS:

Specifications shall mean all directions, provisions and requirements attached to the Contract which pertain to the method and manner of performing the work or works to the quantities and qualities of work or works and the materials to be furnished under the contract for the work or works as may be amplified or modified by the Company or the Engineer during performance of the contract in order to provide for unforeseen conditions or in the best interest of the work or works.

1.1.13. ACCEPTED SCHEDULE:

Accepted Schedule in relation to the Contract means the schedule or schedules or quantities and the rates quoted /modified by the contractor in respect of which the Tender is accepted.

1.1.14. DRAWINGS:

'Drawings' shall mean the maps, drawings, Plans, and tracings or prints thereof annexed to the contract and shall include any modification of such drawings as may be issued or approved in writing by the Engineer from time to time.

1.1.15. SITE:

'Site' shall mean the lands and other places on or through which the works are to be carried out and any other lands or places provided by the company for the purposes of the contract.

1.1.16. PERIOD OF MAINTENANCE:

Period of Maintenance shall mean a period of 6 months of maintenance from the date of completion of the work as specified by the Engineer in charge.

1.1.17. Letter of Acceptance:

'Letter of Acceptance' is an intimation by a letter to the Tenderer that his/their tender has been accepted in accordance with the provisions contained in that letter.

1.1.18. APPROVED:

'Approved' means approved in writing by the Engineer including subsequent written confirmation of previous verbal approval and Approval means approval in writing including as aforesaid.

1.1.19. CONTRACT VALUE:

'Contract value' means the sum accepted or the sum calculated in accordance with the prices accepted in the tender and/or the contract rates as payable to the contractor for the entire execution and full completion of the work.

1.1.20. WORK ORDER:

'Work Order' shall mean the order in writing by the Engineer, intimating the contractor to commence the work wholly or partly, showing the date of commencement and completion of the work as a whole or the part so ordered to be commenced.

1.1.21. DATE OF COMMENCEMENT:

'Date of Commencement' is the date or dates for commencing the whole or part of the work as set out in or ascertained in accordance with the individual work orders or any subsequent agreed agreements thereto.

1.1.22. DATE OF COMPLETION:

'Date of Completion' is the date or dates for completion of the whole work as set out in or ascertained in accordance with the individual work orders or the tender documents or any subsequent agreed agreements thereto.

1.1.23. DEVIATION:

'Deviation' order means an order given in writing by the Engineer to effect an alteration in addition to or deduction from the scope or nature of the contract.

1.1.24. ACCEPTING AUTHORITY:

'Accepting Authority' is officer nominated by the management to accept a tender/ tenders up to a particular value.

1.1.25. MONTH:

'Month' shall mean the calendar month of the Gregorian Calendar.

1.2. SINGULAR & PLURAL:

Word imparting the Singular number shall also include the plural and vice versa where the context so requires.

1.3. HEADINGS & MARGINAL HEADINGS:

The headings and Marginal headings in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof, or be taken into consideration in thereof or the contracts.

2.0 GENERAL OBLIGATION:**2.1 EXECUTION CORRELATION & INTENT CONTRACT DOCUMENTS:**

The Contract documents shall be signed in duplicate by the accepting authority and the contractor. The contract documents are complementary, and what is called for by any one shall be binding as if called for by all the intention of the documents is to include all Labour and materials, equipment and transportation necessary for the proper execution of the work. Materials or work not covered not covered by or property inferable from any heading or class of the specifications shall not be supplied by the company to the contractor unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well know technical or trade meaning shall be held to refer to such recognized standard.

2.2 LAWS GOVERNING THE CONTRACT:

The Contract shall be governed by the laws for the time being in force in the republic of India

2.2.2 COMPLIANCE TO REGULATION & BYE-LAWS:

The Contractor shall confirm to the provision of any status relating to the works and regulations and bye-laws of any local authority and of any water and electric companies or undertakings with those system the work is proposed to be connected and shall before making any variations from the drawings or the specifications that may be necessitated by so confirming, given to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions in writing from the Engineer in respect thereof. The contractor shall be bound to give all notices required by statute, regulations or Bye-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

2.3 COMMUNICATION TO BE IN WRITING:

All notices, communications, references and complaints made by the company or the Engineer or the Engineer's Representative or the contractor INTERSE concerning the work shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.

2.4 SERVICE OF NOTICE ON CONTRACTOR:

The Contractor shall furnish to the Engineer the name, designation and address of his authorized agent and all complaints, notices, communications, and references shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorized agent or left at or posted (Registered Post) to the address so given and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered of left in case of hand delivery. In the case of contract by partners, any change in the constitution of the firms shall be forthwith notified by the contractor to the Engineer with a copy of the accepting authority.

2.5 OCCUPATION AND USE OF LAND:

No land belonging to or in the possession of company shall be occupied by the contractor without the permission of the Company. The Contractor shall not use or to be used, the site for any purpose other than that of executing the works.

2.6 ASSIGNMENT OR SUBLETTING OF CONTRACT:

The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission of the company, provided always that execution of the details of the works by petty contract under the direct and personal supervision of the contractor or his agent shall not be deemed to be subletting under this clause. The permitted sub-letting of work by the contractor could not establish any contractual relationship between the sub-contractor and the company and shall not relieve the contractor of any responsibility under the contract.

2.7 STORES ARRANGED BY THE COMPANY:

The Company shall render to the contractor assistance of supplying certain materials including tools and plants against payment/ Hire where so provided for in the contract documents already or may do so at a later date to be decided by the company at their sole discretion. This however, does not absolve the contractor of his responsibilities of executing the work as per the specifications detailed in the contract.

2.8 REPRESENTATIVE ON WORKS:

The Contractor shall when he is not personally present on the site of works, place and keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or Engineer's representative to the agent shall be deemed to have the same force as if they had been given to the contractor before absenting himself, the contractor shall furnish the name and address of his agent for the purpose of his clause failure on the part of the contractor shall render him liable for the consequences mentioned hereafter.

2.9 INDEMNITY AND CHARGES:**2.9.1 INDEMNITY AND CHARGES PAYABLE:**

The Contractor shall indemnify and save harmless the company from and against all actions, suits, proceedings, losses costs, damages, claims and demands of every nature and description brought or recovered against the company by reason of any act or omission of the contractor, his agents or employees in the execution of the work or in regarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to use of the company without references to the actual loss or damage sustained and whether or not damage shall have been sustained.

2.9.2 PATENT RIGHT:

The contractor shall fully indemnify the company or the agent/ servant or employees of the company, against any action claim or proceeding relating to infringement or the use of any patent or design or any alleged patent or design rights, and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the events of any claims being made or action brought against the company or any agent or servant, or employee of the company or in respect of any of the matters aforesaid the contractor shall immediately be notified thereof for taking necessary action provided that the payment of indemnify 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 payable in respect of any such use.

2.9.3 OCTROI AND OTHER DUTIES: [TAXES AND DUTIES]

All charges on account of Octroi, terminal or sales tax and/ or other duties or any other levy as the case may be for the materials obtained for the works shall be borne by the contractor.

The Contract price quoted by the contractor is inclusive of all taxes, duties, cess and statutory levies payable under any law by the Contractor in connection with execution of the contract other than GST.

The contractors shall comply with all applicable provision of Goods and service Tax[GST] levied by Union Government and State Government[CGST]. The contractor shall get himself registered and discharge his obligation for payment of taxes, of returns etc., under the appropriate provision of law in respect of all the taxes, duties, levies, cess etc., ITI Ltd would have right to seek necessary evidence that the contractor is registered under the law and duly discharging its obligations under the tax law, enabling ITI Ltd to avail input tax credit.

In case any law requires ITI Ltd to pay tax on the contract price on reverse cage basis, the amount of tax deposited by ITI Ltd would be considered as paid to the contractor and accordingly the price payable to the contractor would stand reduced to that extent.

Tax deduction at source if any, shall be made by ITI Ltd. As per law applicable from time to time from the amount payable to the Contractor.

2.10 EARNEST MONEY AND SECURITY DEPOSITS: Security deposit will be 10% of the contract value. Performance guarantee submitted by the contractor will be 3% of the contract value, balance 7% will be recovered from the running account bills.

2.10.1 THE EARNEST MONEY, PERFORMANCE GUARANTEE AND SECURITY DEPOSITS:

- a. Earnest Money Deposit (EMD) as per Tender.
- b. The bid will be rejected by ITI Ltd. as non-responsive and shall not be considered in case EMD is not received.
- c. The EMD of bidders other than L-1 will be returned within 15 days on their request after the issuance of LOA to the successful bidder
- d. The successful bidder will have to submit a 3% Bank Guarantee as Performance guarantee which shall be submitted within 15 days of issue of Letter of Intent.
- e. **Bank Guarantee may be forfeited:**
 - i. The bidder withdraws the bid after bid opening during the period of validity.
 - ii. Any unilateral revision in the offer made by the tenderer during the validity of the offer.
 - iii. Non acceptance of LOA if and when placed.
 - iv. In the case of a successful bidder, if the bidder fails to sign the Agreement with in the 15 days from the date of issue of LOA or fails to commence the work within the stipulated time period prescribed in the contract.
 - f. **PERFORMANCE GUARANTEE:** The successful bidder/contractor shall provide to the employer a total performance security of three percent [3%] of the Contract price covering initially the time period of completion of construction work plus 90 days within 15 days after issue of Letter of acceptance but before signing the contract.
 - g. **Performance Guarantee Deposit:** The total amount of Security Deposit is 10% of the contract value Performance Guarantee payable by the contractor shall be 3% of the total value of the contract.

The Performance Guarantee deposit shall remain at the entire disposal of the company for the satisfactory execution and completion of the works, in accordance with the conditions of the contract.

The company shall be at liberty to deduct and appropriate amount from the Performance Guarantee security deposit such compensations and dues as may be payable by the contractor under the contract and the appropriation will be made good by the further deduction from the contractor's subsequent interim bills.

REFUND OF PERFORMANCE GUARANTEE AMOUNT: Further, the contractor has to furnish No Claim Certificate to ITI at the time of claiming refund of performance guarantee amount after completion of defects liability period of 6-months.

The Performance Guarantee shall remain at the entire disposal of the company for the satisfactory execution and completion of the works, in accordance with the conditions of the contract.

2.10.2 INTEREST ON ACCOUNTS:

No interest will be payable on the Performance Guarantee amount deposited by the contractor under this contract.

2.11 TIME LIMITATION:

2.11.1 Subject to any requirement in the contract as to dates of completion of any portion or portions of the work, before completion of the whole, the contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under these conditions) by the date entered in the work order, provided that, if any modifications have been ordered, which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided however that the contractor shall be responsible for requesting such extension of the date as he may consider necessary as soon as a cause thereof shall arise and in any case not less than one month before original date fixed for completion of the works.

2.11.2 DELAY AND EXTENSION OF TIME:

If the contractor has delayed at any time in the progress of the works by any act or neglect of the employees of the company or by any other contractor employed by the company, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties of any cause beyond the contractor's control, or by delays authorized by the Engineers pending arbitration or by any cause which the Engineer shall decide to justify the delay, then the time of completion of the works shall be extended for such reasonable time as the engineer may decide.

2.11.3 EXTENSION OF TIME ON COMPANY ACCOUNT:

In the event of any failure or delay by the company to hand over the contractor possession of the lands, necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the company due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof entitling the contractor to damages or compensation thereof but in any such case extension or extensions of the completion date as may be considered reasonable may be granted to the contractor.

2.11.4 TIME TO BE ESSENCE OF THE CONTRACT AND LIQUIDATED DAMAGES:

The time for completing the works or portions where by their respect dates or extended dates fixed for their completion shall be deemed to be the essence of the contract, and if the contractor shall fail to complete the work within the time prescribed, the company shall if satisfied that the works can be completed by the contractor within a reasonable short time thereafter be entitled , without prejudice to any other right or remedy available on that behalf, to recover by way of ascertained and liquidated, damages, a sum equivalent to ONE PERCENT of the contract value of the works or portion thereof for each week or part of week the contractor is in default even though the contract as a whole is completed by the date specified in the contract for any time or group of items of works and allow the contractor such further extension of time for the whole work of portions thereof as the Engineer may decide , if the company is not satisfied that the works can be completed by the contractors and in the event of failure on the part of the contractor to complete the works with in the further extension of time allowed as aforesaid the company shall be entitled without prejudice to any other right or remedy available on that behalf, to appropriate the contractors security deposit and rescind the contract **under clause 8.3 of these** conditions, whether or not actual damage is caused by such default. The amount of compensation will be adjusted or set off against any sum payable to the contractor under this or any other contract provided always that the entire amount of compensation to be paid under this clause shall not exceed 10 % of the contract value as a whole.

2.12 ILLEGAL GRATIFICATION:

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent or servant or anyone on his or on their behalf to any officer, or employee of the company or to any person or his or their behalf in relation to the obtaining or the execution of this or any other contract with the company shall in addition to any criminal liability which may incur, subject to the contractor to the recession of the contract and all other contracts with company and to the payment of any loss of damage resulting from such rescission, and the company shall be entitled to deduct the amounts so payable from any money due to the contractor under the contract or any other contracts with the company.

2.13 EVERYTHING AT CONTRACTOR'S RISK:

2.13.1 The contractor shall undertake all risks and liabilities of whatsoever nature arising out of the works including by way of implications but not by way of limitations all risks attendant on the nature of site, sub-soil, the levels and consistency of strata in or on which the works are to be found or constructed. Also all risk of fire, Earthquakes, riots, war, gales, storms, winds, variations or water level, sub soil and quantities of water to be pumped, discharged of water courses, Rains traffic delays and any other causes of whatsoever nature whether within or beyond contractor's control, which may affect or damage the works during the construction and all damages which may happen on any way howsoever to the works shall be made good by the contractor at his own risk and costs.

2.13.2 INSURANCE OF WORK:

Unless otherwise instructed by the accepting authority the contractor shall on signing the contract ensure the works and keep them insured until the virtual completion of the contract against loss or damages by fire and / or earthquake in an office to be approved by the accepting authority in the Joint names of the accepting authority and the contractor for such amount (Including Consultant fees) as may be called upon to do so by the accepting authority. Such policy shall cover the property of the company and shall not cover any property of the contractor or of any Sub- Contractor or Employee. The contractor should deposit the policy and receiptsof the premium with the accepting authority within 21 Days from the date of signing the contract unless otherwise instructed by the accepting authority. The default of the contractor insuring as provided above, the company on his behalf may so insure and may deduct the premiums paid from any sum due, or which may become

due to the contractor. The contractor shall as soon as the claim on the policy is settled, or the work reinstated by the insurance office should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred and in all respects under the same conditions of contract. The contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as the Engineer may deem fit.

2.14 WORK SITE ORDER BOOK:

The Contractor will be required to keep a properly bound book at site of work as work site order book. The pages of the book will be numbered and initialed by the Engineer. Any special orders and instructions to be issued to the contractor shall be recorded in this book by the Engineer or his representative and noted it. The book shall be the property of the company.

3.0 EXECUTION of WORKS:

3.1 CONTRACTOR'S UNDERSTANDING:

3.1.1 It is understood and agreed that the contractor has by careful examination satisfied himself as to nature and location of the work, the confirmation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the execution of the works. The general and local conditions, the Labour conditions, prevailing therein and all the other matters which can in any way affect the works under the contract. No claim whatsoever on this account shall be entertained at a later date.

3.1.2 COMMENCEMENT OF WORKS:

The Contractor shall commence the works on the date or dates indicated in the work order in writing to this effect from Engineer and shall proceed with the same with due expedition and without delay.

3.1.3 TIME AND PROGRESS CHART:

- a.** A detailed time and progress chart for the execution of various items of work within the overall period of completion shall be prepared jointly by the Engineer and the contractor, signed by both the parties and shall adhered to.
- b.** Time allowed for carrying out all the works as entered in the tender shall be as mentioned in the BOQ which shall be reckoned from the 15th day from date of issue of work order to the Contractor. Time shall be the essence of the contract and contractor shall ensure the completion of the entire work within the stipulated time of completion.
- c.** The Contractor shall also furnish within 15 days of date of issue of work order a CPM network/PERT chart /Bar chart for completion of work within the stipulated time. This will be duly got approved from ITI Ltd. This approved network /PERT chart shall form a part of the agreement. Achievement of milestones as well as total completion has to be within the time period allowed.
- d.** Contractor shall mobilize and employ sufficient resources for completion of all the works as indicated in the BAR Chart/PERT Chart. No additional payment will be made to the contractor for any multiple shift work or other incentives methods contemplated by him in his work schedule even though the time schedule is approved by the Engineer – in – charge.
- e.** During the currency of the work the contractor is expected to adhere to the time schedule on mile stone and total completion and this adherence will be part of Contractors performance under the contract. During the execution of the work contractor is expected to participate in the review and updating of the Network/BAR Chart undertaken by the ITI Ltd. This review may be undertaken at the discretion of Engineer in charge either as a periodical appraisal measure or when the quantum of work order on the contractor is

substantially changed through deviation order or amendments. The review shall be held at site or any of the office of ITI/Consultant at the sole discretion of ITI Ltd. The contractor will adhere to the revised schedule thereafter. The approval to the revised schedule resulting in a completion date beyond the stipulated date of completion shall not automatically amount to grant extension of time to the contractor.

- f. The contractor shall submit [as directed by the Engineer-in-charge] progress reports on a computer-based program [Program and software to be approved by Engineer in charge] highlighting status of various activities and physical completion of work. The Contractor shall send completion report with as build drawings to the office of Engineer in charge of ITI in writing within a period of 30 days of completion of work.
- g. The photographs of the building taken on last day of every month indicating progress of work [in soft copies] shall be attached along with the physical progress reports to be submitted to Engineer in charge.

3.1.4 IF THE WORK(S) BE DELAYED BY

- i. Force Majeure or
- ii. Abnormally bad weather or
- iii. Serious loss or damage by fire, or
- iv. Civil commotion, local commotion of workmen, strike, or lock out, affecting any or the trades employed on the work or
- v. Delay in part of other contractors or tradesmen engaged by Engineer-in-charge in executing work not forming part of the contract or
 - vi. Any other cause which, in the absolute discretion of the ITI is beyond the contractors control then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the authority 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

3.2 COMPLIANCE TO ENGINEER'S INSTRUCTIONS:

- 3.2.1 The Engineer shall direct the sequence in which the several parts of the works shall be executed and the contractor shall execute without delay all orders given by the Engineer from time to time but the contractor shall not be relieved thereby from his/their responsibility for the due performance of the works in all respect.

3.2.2 ALTERATIONS TO BE AUTHORIZED:

No alterations in or additions to or omission or abandonment of any part of the work shall be deemed authorized, except under instructions in writing from the Engineer, and the Contractor shall be responsible to obtain such instruction in each and every case.

3.2.3 EXTRA WORKS BY ANOTHER AGENCY:

Should works over and above those included in the contract be required to be executed at the site, the contractor shall have no right to be entrusted with the execution of such works which may be carried out by another contractor or contractors or by other means at the option of the company.

3.2.4 SEPARATE CONTRACTS IN CONNECTION WITH THE WORKS:

The Company shall have the right to let out other contracts in connection with the works. The Contractor shall afford such other contractors' reasonable opportunity for the storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs. If any part of the contractor's work depends for proper results upon execution of the work of another contractor, the contractor shall inspect and promptly report to the Engineer and any defect in such work that render it unsuitable for such proper results and execution.

The contractor's failure to inspect and report shall constitute an acceptance of other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's works after the execution of his work.

3.3. INSTRUCTION OF ENGINEER'S REPRESENTATIVE:

3.3.1 Any instruction or approval given by the Engineer's representative to the contractor in connection with the works shall bind the contractor as though it had been given by the Engineer provided always as follows.

3.3.1.1 Failure of the Engineer's representative to disapprove any work or materials shall not prejudice the powers of the Engineer thereafter to disapprove such work or materials and order the removal or breaking up thereof.

3.3.1.2 If the contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.

3.4 ADHERENCE TO SPECIFICATIONS AND DRAWINGS:

3.4.1 The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If the contractor performs any work in a manner contrary to the specifications or drawings or any of them and without such reference to and approval from the Engineer in writing he shall bear all the costs arising or ensuing there from shall be responsible for all loss to the decision.

3.4.2 DRAWINGS AND SPECIFICATIONS ON THE WORKS AND OWNERSHIP THEREOF:

Any discrepancy between the specifications and the drawings or any error, omission, or ambiguity in the specifications or the drawings shall not invalidate the contract. The contractor shall, immediately on noticing any such discrepancy, error/omission or ambiguity bring the same to the notice of the engineer. Any work done by the contractor after discovery by him of such discrepancy, error, omission, or ambiguity, without authorization by the Engineer will be entirely at the contractor's risk and cost.

3.4.2.1 Any work for which no specifications or drawings have been prescribed or issued by the company, shall be carried out by the contractor in all respect in accordance with the instructions and requirement of the Engineer.

3.4.2.2 Drawings and prints of articles, machinery or fabricated materials or work entering into or forming part of permanent constructions, which are not furnished by the company and which are by the specifications, required to be furnished by the contractor, shall be submitted by the contractor to the Engineer for approval. Such approval shall not, however operate to waive or modify the provision or requirements contained in the specifications unless expressly so stated. All such drawings and prints, as also the drawings and specifications that may be furnished by the company to the contractor shall be deemed to be the property of the company and they shall not be used on works other than for the works covered by the contract, shall be returned to the company on completion of the work or termination of the contract.

3.4.2.3 The drawings enclosed with the tender documents shall be a part of the specifications and are intended to define the general construction of the work required. All the drawings shall be for tender purposes only and shall not be certified for constructions, the contractor will receive the certified construction drawings.

3.4.2.4 The drawings for the work as listed in the tender document, show the conditions as they are believed by the company to exist based upon the interpretation of field observations. It is not intended to be inferred that the conditions as shown thereon constitute a representation by the company or its representatives that such conditions do actually exist, not shall the contractor be relieved of the liability under his/their contract to the company nor any of its representative be

liable for any loss sustained by the contractor as a result of any variance between conditions as shown on the drawings and the actual conditions revealed during the progress of the work or otherwise. The contractor shall check all the drawings furnished to him immediately upon their receipt and shall promptly notify the Engineer of any omission or discrepancies. Omission from the drawings or the misdescription of details of the work which are manifestly necessary to carry out the intent of the drawings, or which is customarily performed shall not relieve the contractor from performing such omitted or misdescribed details or work, and they shall be performed as if fully and correctly set forth and describe on the drawings. In case of conflict between the specifications and the drawings, the specification shall govern.

3.4.2.5 Revision of the drawings may be made as when deemed necessary by the Engineer during the progress of the work, additional detail drawings will be furnished to the contractor. These additional drawings shall be considered as forming a part of the contract.

3.4.2.6 One complete set of Drawings furnished for the work, shall be kept in good condition on the job. This set shall be designated 'Record Prints' A complete and exact record of any and all differences between the work as actually constructed and erected and the design indicated on the design drawings shall be approved by the Engineer in writing before any alterations work is started. All 'Record Prints' will become the property of the company.

3.4.3 COMPLIANCE WITH CONTRACTORS AND REQUEST FOR DETAILS:

The Engineer shall furnish with reasonable promptness after receipt by him of the contractor's request in writing for the same additional instruction by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawings and instructions shall be consistent with the contract documents and be reasonably inferable therefrom.

3.4.4 MEANING AND INTENT OF SPECIFICATIONS AND DRAWINGS:

If any ambiguity arises as to the meaning and Intent of any provisions of the specifications and drawings or as to execution or quality of any work or materials of the Engineer thereon shall be final subject to appeal (within 7 days of such decision being intimated to the contractor) to AGM-NS, who shall have the powers to correct any errors, Omission, or discrepancies in the specifications, drawings, classifications of work or materials, and those decision in the matter in dispute or doubt shall be final, inclusive and binding.

3.5 WORK ON HOLIDAYS AND DURING NIGHT:

The Contractor shall not carry out any work on holidays and between sunset and sunrise without the previous permission of the engineer in writing.

3.6 DAMAGE TO COMPANY'S PROPERTY AND PRIVATE LIFE AND PROPERTY:

The contractor shall be responsible for all risk to the works and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or any other property of the Company of the lives, persons connection with the works until they are taken over by the company and this although all reasonable and proper precautions may have been taken by the contractor, and in case the company shall be called upon to make good any such costs, loss and damages, or to pay compensation (including that payable under the provisions of the workman's thereof) to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omission of the part of the contractor the amount of any costs or charges(including costs of charges in connection with legal proceedings), which the company may incur in reference thereof shall be charges to the contractor. The company shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or

in anticipation or legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to word off or mitigate the effect of such proceeding, charging to the contractor, as aforesaid any sum or sums or money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payments, defense or compromise and the incurring of any such expenses shall not be called in question by the contractor.

3.7 PROVISION OF EFFICIENT AND COMPETENT STAFF:

The contractor shall place and keep on the works at all-time efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound proper manner and shall employ only such supervisor, workmen and labourers in or about the execution of any works as are careful and skilled in their various trades and callings.

The contractor shall at once remove from the works any agent, permitted sub-contractor, supervisor workmen or labourer who shall be objected to by the Engineer, if any and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him. In the event of the Engineer being of the opinion that the contractor is not employing on the works a sufficient number of staff and workmen as is necessary for the proper completion of the works within the time prescribed. The contractor shall forthwith or receiving intimation to this effect take on the additional number of staff and labour specified by the Engineer within seven days of being so required and failure on the part of the contractor to company to rescind the contractor under **clause 8.3 of these conditions.**

3.8 URGENT WORKS:

If any 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 liable under the contract to carry out at his expenses, all expenses incurred by the company shall be recoverable from the contractor and be adjusted or set off against any sum payable to his.

3.9 WORKMANSHIP AND TESTING:

3.9.1 The whole of the works and /or supply of materials specified and provided in the contract that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best approved quality of their respective kinds agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings as may be found requisite to be given during the carrying on the works and to entire satisfaction of the Engineer according to the instructions and directions which the contractor may from time to time receive from the Engineer. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expenses of the contractor.

3.9.2 REMOVAL OF IMPROPER WORK AND MATERIAL:

The Engineer and the Engineer's representative shall be entitled to order from time to time:

3.9.3 The removal from the site with the time specified in the order of any materials which in his opinion are not in accordance with the specification and drawings.

3.9.4 The substitution of proper and suitable materials.

3.9.5 The removal and proper re-execution (Not withstanding of previous tests thereof or on account payments thereof) of any work which in respect of materials or workmanship is not in his opinion in accordance with the specification, and in case of default on the part of the contractor in carrying out such orders, the company shall be entitled to rescind the contract under Clause 8.3 of these conditions.

3.10 FACILITIES FOR INSPECTION:

The contractor shall afford the Engineer and the Engineer's Representative every facility for entering in upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps appliances and things of every kind for the purpose an Engineer and the Engineer's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.

3.11 TEMPORARY WORKS:

All the temporary works necessary for the proper execution of all the works shall be provided and maintained by the contractor and subject to the consent of the Engineer shall be removed by him and at his expense when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the contractor to remove the temporary works, the Engineer will cause them to be removed and cost as incurred by supervision and other incidental charges shall be recovered from the contractor. If temporary huts are provided by the contractor on the company's land which shall at the request of contractor be allotted by the Engineer in writing for labour engaged by him for the execution of the works. The contractor shall arrange for handing over vacant possession of the said land after the work is completed, if the contractor's labour refuse to vacate, and have to be evacuated by the company necessary expenses incurred by the company in connection therewith shall be borne by the contractor. .

3.12 SUSPENSION OF WORKS:

3.12.1 The contractor shall on the order of the Engineer in writing suspend the progress of works or any part thereof for such times and in such manner as Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer.

3.12.2 If such suspension is provided for in the contract

OR

3.12.2.1 Necessary for the proper execution of the works or by reasons of weather conditions or by some default on the part of the contractor.

OR

3.12.2.2 Necessary for the safety of the works or any part thereof, the contractor shall not be entitled to any extra costs if any incurred by him during the period of suspensions of the works, but in the event of any suspension ordered by the Engineer for Reasons other than aforementioned and when each such period of suspensions exceeds 14 days the contractor shall be entitled to such extension of time for completion of the works as the engineer may consider proper having regards to the period or periods of such suspensions and such compensation as the Engineer may consider reasonable in respect of salaries or wages paid by the contractor to his employees during the periods of such suspensions. Contractor shall not resume work or part of work so suspended by the Engineer without a written order from the Engineer to that effect.

3.13 SUSPENSION LASTING MORE THAN 15 Days:

If the progress of the works or any part thereof is suspended on the order of the Engineer in writing for more than 15 days at a time, the contractor may serve a written notice to the Engineer requiring permission within 7 days from the receipt thereof to proceed with the work or part thereof in regards to which progress is suspended and if such permission is not granted within that time the contractor by a further written notice so served may (but is not bound to) elect to treat the suspension where it affects part only of the works as an omission of such part or where it affects the whole of the works as an abandonment of the contract by the company.

3.14 RATES FOR ITEMS OF WORKS:

The rates entered in the 'Accepted Schedule of Rates' of the contract are intended to provide for works duly and properly completed in accordance with the general and special (if any) conditions of contract and the specifications and drawings, together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of **clause 4.2.1** of these conditions and without prejudice to the generally thereof and shall be deemed to include and cover superintendence and Labour, supply, including full freight, of materials, of stores, patterns, profiles, moulds fittings, centering, scaffoldings, shoring, props, timber, machinery, derricks, tackle, ropes, pegs, posts, tools, and all apparatus and plant, required on the works, except such tools, plant or materials, as may be specified in the contract to be supplied to the contractor by the company, the erections to all temporary works and buildings all watching, satellite antenna foundation lighting, bailing, pumping, and draining, etc. All prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the company, the setting out of all works and of the construction repair and upkeep of all center lines, bench mark and level pegs thereon. Site clearance, all fees, duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures, and all the materials supplied for the work or other duties or expenses for which the contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract, and all such other incidental charges or contingencies as may have been specially provided for in the specifications.

3.15 RATES FOR EXTRA ITEMS:

If any items of work carried out by the contractor on the instructions of the Engineer which is not covered by the 'Accepted schedule of rates' (i.e. the Tendered Rates), rates for such additional, altered or substituted work shall be worked out in accordance with the following provisions in their respective order.

- i) If the rates for the additional altered or substituted work are not specifically provided in the contract for the work the rates will be derived from rates for similar class of work as are specified in the contract for the work.
- ii) If the altered, additional or substituted work included any work for which no rates are specified in the contract then such work shall be carried out at the rates entered in the CPWD Schedule of Rates 2021 (Civil) and the latest Schedule of Rates for Electrical Works, New Delhi minus / plus percentage which the total tendered amount bears to the estimated cost of the entire work put to tender.
- iii) If rates for the altered, additional or substituted work cannot be determined in the manner specified in sub clause (i) or (ii) above then rates for such work shall be worked out on the basis of the schedule of rates specified in sub clause (ii) above minus/plus the percentage which the total tendered amount bears to the estimate cost of the entire work put to tender. Provided always that if the rate for a particular part or parts of the items is not in the schedule of rates, the rates for such part or parts will be determined by the Engineer on the basis of the prevailing market rates, when the work was done.
- iv) If rates for the altered, additional 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 the Engineer of the rate which it is his intention to charge supported by analysis of the rate or rates claimed and the Engineer shall determine the rates on the basis of prevailing market rates and pay the contractor accordingly. However, the Engineer by notice in writing will be at liberty to cancel his order to carry out such work and arrange to carry out it out in such manner as he may consider advisable, provided always if the contractor commences the work or incur any expenditure before determination of the rate(s) herein before mentioned, then in such case the contractor shall be entitled to be paid in respect of the work carried or expenditure incurred prior to date of determination of the rates as aforesaid to such rate or rates as shall be fixed by the company. But under no circumstances the contractor shall suspend the work on plea of non-settlement of rates for items falling under this clause.

3.16 SAFETY OF PUBLIC:

The contractor shall be responsible to take all precautions to ensure the safety of the public whether on public of company property and shall post such look out men as may in the opinion of the Engineer be required to comply with the regulations appertaining to the work

3.17 HANDING OVER OF WORKS:

The contractor shall be bound to hand over the works executed under the contract to the company complete in all respects to the satisfaction of the Engineer. The Engineer shall determine the date on which the work is considered to have been completed in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer shall determine, from time to time the date on which way particular section of the work shall be have been completed, and the contractor shall be bound to observe any such determination of the Engineer.

3.18 CLEARANCE OF SITE ON COMPLETION:

On the completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean to the satisfaction of the Engineer.

No Final payment in settlement of the accounts for the works shall be made or held to be due to the contractor till in addition to any other condition necessary for such final payment, site clearance shall have been affected by him and such clearance may be made by the Engineer at the expenses of the contractor. In the event of his failure to comply with this provision within 7 days after receiving notice to that effect, should it become necessary for the Engineer to have the site cleared at the expense of the contractor, the company shall not be held liable for any loss or damage to such of the contractor's property as may be on the site and due to such removal there from, which removal may be effected by means of public sale of such materials and property or in such a way as deemed fit and convenient to the Engineer.

3.19 ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK

If it shall appear to the Engineer-in-Charge or his authorized subordinate in charge of the work or to the Chief Technical Examiner or to any other inspecting agency of Government/ State Government/ Owner where the work is being executed, that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing which shall be made within six months of the completion of the work from the Engineer in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, Certified and paid for 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, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge

in his demand aforesaid, then the Contractor shall be liable to pay compensation at the rate of one percent of the estimated amount put to tender for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure, the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace with others, the material or articles complained of as the case may be at the risk and expense in all respects of the contractor.

4.0 VARIATION IN EXTENT OF CONTRACT:

4.1 MODIFICATIONS TO THE CONTRACT TO BE IN WRITING:

In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the company and the contractor. Any verbal or written arrangements abandoning, modifying, extending, reducing or supplementing the contract or any of the term thereof shall be deemed conditional and shall not be binding on the company unless and until the same is incorporated in a formal instrument and signed by the company.

4.2 POWER OF MODIFICATIONS TO CONTRACT:

4.2.1 The Engineer on behalf of the company shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character, position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof and to order any additional works to be done or any works not be done as provided on **clause 4.2.2** the contractor will not be entitled to any compensation for any reductions and for approved materials furnished against a specific order.

4.2.2 VALUATION OF VARIATIONS:

The enlargements extensions, diminutions, reduction, alterations or additions referred to in **clause 4.2.1** shall in no degree affect the validity of the contract but shall be performed by the contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the specifications and drawings and the amounts to be paid there for shall be calculated in accordance with the accepted schedule of rates and for extra items of works at the rates determined under the **clause 3.15** of these conditions.

4.2.3 VARIATION IN QUANTITIES:

If required, the Contractor shall have to execute additional quantities of items within the site to the extent of 25% [Twenty-five percent] of the accepted contract sum. No adjustment of rates shall be made up to this limit and the terms and conditions of the contract shall remain unaltered.

If the variation is beyond 25% specified, the quantity of items beyond 25% increase will be considered as extra items and the rates for the same shall be worked out as per clause 3.15 The decision of the Engineer in charge in the matter will be final and binding.

5.0 CLAIMS:

5.1 SETTLEMENT OF CLAIMS:

5.1.1 The contractor shall prepare and furnish to the Engineer once in every month an amount giving full and detailed particulars of all claims for any additional expense to which the contractor may consider himself entitled and of all extra or additional works ordered by the Engineer which he has expected up to and including the preceding month under the following sub-heads:

- a) Deviations from items and specifications provided in contract documents.
- b) Extra items of Work.
- c) Quantities in excess of those provided in the contract schedule.
- d) Items in respect of which the rates have not been settled.

No claim for payment for any such work will be considered which has not been included in such particular.

He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all the claims and that no further claims shall be raised by him in respect of the works done up to and including the period under report.

5.1.2 SIGNING OF 'NO-CLAIMS' CERTIFICATE:

The contractor shall not be entitled to make any claim so ever against the company under or virtue of entertain or considered any such claim, if made by the contractor, after he shall have signed "No Claim" certificate in favour of the company, in such form as shall be required by the company.

5.1.3 SUBMISSION OF BILLS:

The contractor shall submit the bill in quadruplicate on the prescribed form(s) of the company. For "On Account" payment, bill shall be submitted by the contractor depending on more than 75% progress of work at site.

All payments due shall be subject to any deductions which may be made under these presents and shall further be subject to, a retention of 7% percent by way of security deposit until the amount of security deposit by way of the retained earnest money *and such retention shall total up to the required amount of the security deposit.*

6.0 MEASUREMENT CERTIFICATES AND PAYMENTS:

6.1 QUANTITIES IN SCHEDULE ANNEXED TO CONTRACT:

The quantities set out in the accounted schedule of rates are the estimated quantities of the works and they shall not be as the actual and correct quantities of the work to be executed by the contractor in fulfillment of his obligations under the contract.

6.2 MEASUREMENTS OF WORKS:

The contractor shall be paid for the works at the rates in the accepted schedule of rates and for extra works at the rates determined under **clause 3.15** of these conditions on the measurements taken by the Engineer or the Engineer's representative in accordance with rules prescribed for the purpose by the company.

6.3 ON ACCOUNT PAYMENTS:

6.3.1 No payments shall be made for the works estimated to cost rupees Ten thousand or less till after the whole work shall have been completed and certifications of completion given.

For works estimated to cost more than Ten thousand, the contractor shall submit a bill there on and be entitled to receive running account payment proportionate to the part there of then executed to the satisfaction of the Engineer whose certificate of the sum so payable shall be final and conclusive against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstruct or re-erected or be considered as an

admission of the due performance of the contract or the part thereof in any respect or the accruing of any claim nor shall it conclude, determine or affect in any way the powers of the engineer under these conditions or any of them as to the final settlement and adjustment of accounts or otherwise, or in any other way or affect the contract.

6.3.2 ROUNDING OFF AMOUNTS:

In calculating the amount of each item due to the contract in every certificate prepared for payment sums of less than 50 Paise shall be omitted and the total amount on each certificate shall be rounded off to the nearest rupee, i.e. sums of less than 50 paise shall be omitted and sums of 50 paise and more up to one rupees shall be reckoned as one rupee.

6.3.3 'ON ACCOUNT' PAYMENT NOT PREJUDICIAL TO FINAL SETTLEMENT

'On Account' payments made to the contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the measurement book as 'Final Measurement' and as such have been signed by the contractor) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.

6.3.4 MANNER OF PAYMENT:

Payments due to the contractor shall be made by a crossed 'A/c Payee' Cheque, forwarding the same to the registered or notified office of the contractor, alternately he may collect it personally. However, in case the contractor does not have a bank account, provided he has notified the company then ordinary crossed Cheque may be issued. In no case will the company be responsible if the Cheque is mislaid or misappropriated by unauthorized person or persons. Or Payments shall be made through RTGS/NEFT.

The contractor shall always give a stamped receipt duly signed in token of payment of any sums by the company.

6.4 MAINTENANCE WORKS: [Defects liability period]

The Contractor shall at all time during the progress and continuous of the works and for the period of Maintenance [Defects Liability period] which will be **6 months** after the date of the passing of "Certificate of completion" by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer be responsible for and effectually maintain and uphold the sound and perfect conditions all and every part of the works and shall make good from time to time and at all times as often as the engineer shall require any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defects not directly caused by errors in the contracts documents, and the contractor shall be liable for and shall pay and make good to the company or other persons legally entitle thereto whenever required by the engineer to do so, all losses damages costs and expenses they or any of them may occur or be put of the preparations of the contractor or his failure in any respect.

In case the contractor fails to carry out these rectifications, the same may without prejudice to any other right or remedy available be got rectified by ITI at the cost and expenses of the contractor.

6.5 CERTIFICATE OF COMPLETION OF WORK:

6.5.1 As soon as in the opinion of the engineer the work shall have been substantially completed shall have satisfactorily passed any final test that may be prescribed, the engineer shall issue a certificate of completion in respect of the works and the period of Maintenance shall commence from the date of such certificate, provided that the engineer may issue such a certificate with respect to any part of the works before the completion of the whole of the works or with respect to any substantial part of the work which has been both completed to the satisfaction of the engineer and occupier or used by the company and when any such certificate is given in respect of a part of the work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of such certificate.

6.5.2 CONTRACTOR NOT ABSOLVED BY COMPLETION CERTIFICATE:

The Certificate of completion in respect of the work referred in **clause 6.5.1** shall not absolve the contractor from his liabilities to make good any defects, imperfections, shrinkage or faults which may appear during the "Maintenance period" specified in the contract arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications for instructions of the Engineer, which defects, imperfections, shrinkages or faults shall upon the directions in writing of the Engineer be amended and made good by the contractor at his own cost and in case of default on the part of contractor, the engineer may employ labour and materials, or appoint another contractor to amend and make good such defects imperfections, shrinkages or faults and all expenses consequent thereon and incidental thereto shall be borne by the contractor and shall be recoverable from any money due to him under the contract.

6.6 APPROVAL ONLY BY MAINTENANCE CERTIFICATE:

No due certificate other than "Maintenance Certificate" referred to in **clause 6.7** of these condition shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract, or any part thereof or of the accuracy of any claim or demand made by the contractor or of additional or varied work having been ordered by the engineer not shall any other certificate conclude or prejudice any of the power of the engineer.

6.7 MAINTENANCE CERTIFICATE:

6.7.1 The contract shall not be considered as complete until a Maintenance certificate shall have been signed by the engineer stating that the works have been completed and maintained to his satisfaction. The maintenance certificate shall be given by the engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to clause **6.5.2** of these conditions shall have been completed to the satisfaction of the engineer and full effect shall be given to this clause notwithstanding the taking possession of our using the works or any part thereof by the Company.

6.7.2 CESSATION OF COMPANY'S LIABILITY:

The company shall not be liable to the contractor for any matters arising out of or in connection with the contract or the execution of the works unless the contractor shall have made a claim in writing in respect thereof before the issue of the Maintenance certificate under this clause.

6.7.3 UNFULFILLED OBLIGATIONS:

Notwithstanding the issue of the Maintenance Certificate the contractor or/and (subject to clause 6.7.2) the company shall remain liable for the fulfillment of any obligations incurred under the provisions of the contractor prior to the issue of the Maintenance certificate which remains unperformed at the time such certificate is issued and for the purpose of determining the nature and extent of any such obligation the contract shall be deemed to remain in force between the parties hereto.

6.8 PAYMENT:

6.8.1 FINAL PAYMENT:

On the Engineer's certificate of completion in respect of the works, an adjustment shall be made and the balance of amount based on the Engineer's representative certified measurement of the total quantity of work executed by the contractor up to the date of completion and on the accepted schedule of rates and for extra works on rates determined under **clause 3.15** of these conditions shall be paid to the contractor subject always to any deductions which may be made under these payments and further subject to the contractor having delivered to the engineer either a full account in detail of all claims he may have on the company in respect of the works having delivered a 'No Claim' certificate and to the Engineer having after the receipt of such account given a certificate in writing that such claims are correct, that the whole of the works to be done under the provisions of the contract have been completed, that they have been inspected by him since their completion and found to be in good substantial order, that all properties works and things removed, disturbed or injured in consequence of the works, have been properly replaced and made good and all expenses and demands incurred by or made upon the company for or in the respect of damage or loss by, from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

6.8.1.1 FINAL BILL:

The final bill shall be submitted by the Contractor within one month of the date of certificate of completion furnished by the Engineer and payment shall be made within three months if the amount of contract plus that of the additional items is up to Rs. 2 lakhs and in six months if the same exceeds Rs. 2 lakhs of the submission of such bills. If there shall be any undisputed about any item or items of the work, then the undisputed items or items only shall be paid within the said period of three months or six months as the case may be.

6.8.2 REFUND OF SECURITY DEPOSIT:

Security deposit shall be refunded to the contractor on the Engineer-in-Charge certifying in writing that the work has been completed as per Conditions **6.5.1**-hereto etc. On expiry of the defect liability period [referred to in condition **6.4** hereto] or on payment of the amount of the final bill payable in accordance with condition **6.8.1.1** 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.

6.9 COMPANY'S LIEN ON ALL MONEYS DUE AND POST PAYMENT CHECK:

The company shall have a lien on and all or any moneys that may become due and payable to the contractor under these presents and/or also on and over the deposit or security amount or amounts made under the contract and which may become repayable to the contractor under the conditions in that behalf herein contained for ,or, in respect of any debt sum that may become due and payable to the company by the contractor either alone or jointly with another or others and either under this and under any other contract or transactions of any nature whatsoever between the company and the contractor.

The company reserves the right to carry out a post payment audit and/ or technical examination of the works and the final bills including all supporting vouchers, abstracts etc., and to enforce recovery if as a result of such examination, any over-payment is discovered in respect of any work done by the contractor or alleged to have been done by him under the contract and such recovery will be made by the company from the contractor by any or all of the methods presented above. If on the other hand any under payment is discovered the amount shall be duly paid to the contractor by the company. Further the company reserves the right to make such recoveries and adjustment notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of a dispute before any arbitrator appointed under the arbitration clause of the contract and notwithstanding the fact that the amount of the final bill figures in the Arbitrators award. And further, unless the contractor pays and clear the claims of the company immediately on demand, the said debit or sum by the contractor from the moneys, securities or deposit which may have become or will become payable to the contractor or under these presents or under any other contract or transactions whatsoever between the contractor and the company.

6.10 SIGNATURE ON RECEIPTS FOR AMOUNTS:

Every receipts for moneys which may become payable or for any security which may become transferable to the contractor, under these presents, shall notwithstanding anything to the contrary contained in the partnership deed, if signed in the partners in name by any one of the partners of a contractors firm be a good and sufficient discharge to the company in respect of the money or security purported to be acknowledged, thereby and in the event of death of any of the contractor partners during the tendency of contract, it is hereby expressly agreed that every receipt by any one of the surviving contractor partners shall if so signed as aforesaid to be a good and sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice shall be deemed to prejudices or affect any claim which the company may hereafter have against the legal representatives of the contractors partner so dying or in respect of any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or affect the respective rights or obligations of the contractor partners and of the representatives of any deceased partner.

7.0 LABOUR:

LABOUR LAWS:

The contractor shall obtain a valid license under the contract labour [Regulation &Abolition] act 1971 and the contract labour Act [Regulation &Abolition] Central rules 1971 and amended from time to time, and continue to have a valid license until the completion of the work including defects liability period. The contractor shall also adhere by the provisions of child labour [prohibition and regulation] Act 1986 and as amended from time to time.

The contractor shall also comply with the provisions of the building and other construction works [Regulation of Employment & conditions of Service] Act, 1996 and the building and other construction worker's welfare cess Act 1996.

Any failure to fulfil the above requirement shall attract the penal provisions of this contract arising out the resultant for non-execution of the work before the commencement of work. No labour below the age of 18 years shall be employed on the work.

7.1 WAGES TO LABOUR:

The contractor shall comply with the provisions of the minimum wages act, (herein after referred to as the "said act") and the rules made thereunder in respect of any employees employed by him on road constructions or in building operations or in stone breaking or stone crushing or any other work being executed for the company by the contractor for the purpose of carrying out this contract.

If, in compliance with terms of the contract, the contractor supplies any labour to be used wholly or partly under the direct orders and control of the company whether in connection with any

work being executed by the contractor or otherwise for the purpose of the company such labour shall for the purpose of this clause, still be deemed to be persons employed by the contractor.

If any moneys shall, as a result of any claim or applications made under the said act be directed to be paid by the company, such moneys shall be payable to the company by the contractor. On failure by the contractor to repay the company aforesaid amount within seven days after a notice writing by the Engineer, the company shall be entitled to recover the same from any moneys due to accruing under this or any contract with the company.

a) LABOUR SAFETY PROVISION:

The contractor shall be fully responsible to observe the labour safety provisions.

The contractor shall at his own cost take all precautions to ensure safety of life and property by providing necessary barriers, lights, watchmen etc., during the progress of work as directed by Engineer in charge.

In case of all labour directly or indirectly employed in work for the performance on the contractor's part of this contract, the contractor shall comply with all rules framed by Govt. *from time to time for the protection of health and sanitary arrangement for workers.*

7.2 INSURANCE:

The contractor shall, at his own expense, carry and maintain insurance to the satisfaction of the company as follows:

If and when the Employees State Insurance Act is made applicable to the site of works, the contractor agrees to and does hereby accept the full and exclusive liability for the compliance with all obligations imposed by the Employees State Insurance Act as modified from time to time and the contractor further agrees to ensure the compliance of all sub-contractors with the applications of the said Act. The contractor further agrees to defend, indemnify and hold harmless the company from any liability or penalty which may be passed by any State or Local Authority by reason of any asserted violations by the contractor or sub-contractors of the Employees State Insurance Act and also from all claims, suits or proceedings that may be brought against the company arising under, occurring out of/or be Central or State Government authorities, or any political sub divisions thereof. The company shall retain such sums as may be necessary from the total contract value until the contractor shall furnish satisfactory proof that all payments as required by the Employees State Insurance Act have been paid.

7.3 PROVISION OF PAYMENT OF WAGES ACT:

The contractor shall comply with the provisions of the payment of wages Act and the rules made there under in respect of all employees employed by him on the works. If in compliance with the terms of the contract the contractor supplies any labour to be used whole or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of company such labour shall nevertheless be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by the company shall be payable to the company by the contractor. On failure of the contractor to repay such moneys to the company within 7 days after a notice in writing by the Engineer, the company shall be entitled to deduct from any

money due to the contractor (whether under this contract or any other contract). The decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the contractor.

7.4 REPORTING OF ACCIDENTS TO LABOUR:

The contractor shall be responsible for the safety of all employees employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or them Engineer's representative and shall make every arrangement to render all possible assistance.

7.5 WORKMEN'S COMPENSATION:

7.5.1 PROVISION OF WORKMEN'S COMPENSATION ACT:

- i) Insurance shall be affected for all the contractor's Employees engaged in the performance of this contract. If any of the work is sublet, the contractor shall require the sub-contractor to provide workmen's compensation and Employee Liability Insurance for the latter's employees unless such employees are covered under the contractor's insurance, or by reason of the work provided for by this contract whether brought by employees of the contractor by third parties.
- ii) In every case in which by virtue of the provisions of the workmen's compensation Act, company is obliged to pay compensation to a workman employed by the contractor in executing work the company will recover from the contractor the amount or the compensation so paid, and without prejudice to the right of company under the said Act, company shall be at liberty to deduct it from the security deposit or from any sums payable to the contractor, whether under this contract or otherwise company shall not be bound to contest any claim made against it under the said act except on the written request of the contractor and upon his giving to company full security for all costs for which company might become liable in consequence of contesting such claim.

7.5.2 PROVISIONS OF MINES ACT:

The contractor shall observe and perform all the provisions of the mines Act or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made there under in respect of all the persons employed by him under this contract and shall indemnify the company from and against any claims under the mines act or the rules and regulations framed there under by or on behalf of any persons employed by him or otherwise.

7.6 COMPANY NOT TO PROVIDE QUARTERS FOR CONTRACTOR:

No quarters shall normally be provided by the company for the accommodation of the contractor or any of his staff employed on the works. In exceptional cases where accommodation is provided to the contractor at the company's discretion, recoveries shall be made at such rates as may fixed by the company for the full rent of the buildings and equipment therein as well as charges for electric current, water supply and conservancy etc.

7.7 LABOUR SAFTY:

7.7.1 LABOUR CAMP:

The contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, and for temporary crèche (Balmandir) where 50 or more women are employed at a time. Suitable sites at company's land, if available may be allotted to the contractor for the erection of labour camps,

either free of charge or on such terms and conditions that may be prescribed by the company. All camp-sites shall be maintained in clean and sanitary conditions by the contractor at his cost. The contractor shall have no authority to establish or to issue a concession or permits of any kind to the third parties establishing commercial amusement or other for establishment upon land owned or controlled by the Company.

7.7.2 COMPLIANCE TO RULES FOR EMPLOYMENT OF LABOUR:

The contractor shall conform to all laws, bye laws, rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precaution to ensure and preserve the health and safety of all staff employed on the works.

7.7.3 PRESERVATION OF PEACE:

The contractor shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his workmen and others employed on the works and for the preservation of peace and protection of the inhabitants and security of the property in the neighborhood of the work. In the event of the Company requiring the maintenance of a special police force at or in the vicinity of the site during the tenure of work, the expenses thereof shall be borne by the contractor and if paid by the company shall be recoverable from the contractor.

7.7.4 SANITARY ARRANGEMENTS:

The contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time prescribed by the company and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's representatives or the medical staff of the Company, should the contractor fail to make adequate sanitary arrangements these will be provided by the company and the cost thereof recovered from the Contractor.

7.7.5 OUTBREAK OF INFECTIOUS DISEASE:

The contractor shall remove from his camp such labour and their families who are infected as refugee. Protective inoculation and vaccination shall be arranged by the contractor at his own cost when called upon to do so by the Engineer or Engineer's Representative. Should Cholera, Plague or any other infectious disease break out the contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the company and the cost thereof recovered from the Contractor.

7.7.6 TREATMENT OF CONTRACTOR'S STAFF IN COMPANY'S HOSPITALS:

The contractor and his staff, other than labourers and their families requiring medical aid from company's hospitals and dispensaries (if so situated and existing) will be treated as Private Patients and charge accordingly. The contractor's labourers and their families may also be granted medical treatment in the company hospital and dispensaries where no other hospitals or dispensaries are available, provided the contractor pays the cost of medicines, dressings and diet according to the normal scale, as also additional charges if any for special examination e.g. X-rays etc.

7.7.7 MEDICAL FACILITIES AT SITE:

The contractor shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the prescribed Medical Authority of the company or any other authority in relation to the strength of the contractor's resident staff and workmen.

7.7.8 USE OF INTOXICANTS:

The sale of ardent spirits or other intoxicating beverages upon the work in any of the buildings encampments or tenements owned, occupied by or within the control of the contractor or any of his employee is forbidden and the contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

7.7.9 NON – EMPLOYMENT OF LABOURERS BELOW THE AGE OF 14:

The contractor shall not employ children below the age of 14 as labourers for the execution of work.

7.7.10 RETURN OF LABOUR ETC:

The contractor shall if required by the Engineer deliver to the Engineer's Representative or at his office a return in detail in such form and such intervals as the Engineer may prescribe, showing the number of the several classes of Labour from time to time employed by the contractor at the site.

8 DETERMINATIONS of CONTRACT:**8.1 RIGHT OF COMPANY TO DETERMINE THE CONTRACT:**

The company shall be entitled to determine and terminate the contract at any time should in the company's opinion, the cessation of work become necessary owing to paucity of funds or from any other cause whatsoever, in which case the value of approved materials at site and of work done to date by the contractor will be paid for in full at the rates specified in the contract. Notice in writing from the company of such determination and the reasons there for shall be conclusive evidence thereof and binding upon the contractor.

8.2 PAYMENT ON DETERMINATION CONTRACT BY COMPANY:

Should the contract be determined under clause 8.1 and the contractor claims payment for expenditure incurred by him in the expectation of completing the whole works, the company shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The contractor shall, however, have no claim to any payment whatsoever on account of profit and advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the determination of the contract. The company's decision on the necessity and propriety of such expenditure shall be final and conclusive.

8.3 DETERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACT:

8.3.1 If the contractor should –

8.3.1.1 Become bankrupt or insolvent

Or

8.3.1.2 Make an arrangement, with or assignment in favour of his creditors, or agree to carry out the contract under a committee of Inspection of his creditors. Or

8.3.1.3 Being a company or corporation, go into liquidation (Other than a voluntary liquidation for the purpose of amalgamation or reconstruction). Or

8.3.1.4 Have an execution levied on his goods or property on the works. Or

8.3.1.5 Assign the contract or any part thereof otherwise than as [provided in condition 2.6 of these conditions.

Or

8.3.1.6 Abandon the contract

Or

8.3.1.7 Persistently disregard the instructions of the Engineer, or contravene any provisions of the contract.

Or

8.3.1.8 Fail to adhere to the program of work by a margin of 10% of the stipulated period. Or

8.3.1.9 Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer's notice to the effect that the said materials or work have been condemned or rejected under condition 3.9 of these conditions.

Or

8.3.1.10 Fail to take steps to employ competent or additional staff and Labour as required under condition 3.8 of these conditions

Or

8.3.1.11 Fail to afford Engineer or Engineer's Representative proper facilities for inspecting the works or any part thereof as required under conditions 3.10 of these conditions. Or

8.3.1.12 Promise offer or give any bribe, Commission, Gift or advantage either himself or through his partner, agent or servant to any officer or employee of the company, or to any person on his or in their behalf in relation to the execution of this or any other contract with company.

Then and in any of the aforesaid cases, the Engineer on behalf of the company may serve the contractor with a notice in writing to that effect and if the contractor does not within 7 days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Engineer, the company shall be entitled after giving 42-hour notice in writing under the hand of the accepting authority to rescind the contract as a whole or in a part or parts(as may be specified in such notice) and adopt either or both of the following courses.

- a) To carryout whole or part of the work from which the contractor has been removed by the employment of the required labour and materials, the costs of which shall include lead, lift, freight, supervision and all such incidental charges.
- b) To Measure up the whole or part of the work from which the contractor has been removed and to get it completed by another contractor.

The manner and method in which such work is completed shall be in the entire discretion of the accepting authority whose decision shall be final and, in both cases, (a) and (b) mentioned above and company shall be entitled to:

- i. To forfeit the whole or such portion of the security deposit as it may consider fit.

AND

- ii. To recover from the contractor the cost of carrying out the work in excess of the sum which would have been payable according to the certificates of the Engineer to the contractors, if the works had been carried out by the contractor under the terms of the contract, such certificate being final and binding upon the contractor, provided however, such recovery shall be made only when the cost incurred in excess is more than the security deposit proposed to be forfeited and shall be limited to the amount by which the cost incurred in excess is more than the security deposit proposed to be forfeited and shall be limited to the amount by which the cost incurred in excess, exceeds the security deposits proposed to be forfeited. The amount thus to be forfeited or recovered may be deducted from any moneys then due or which at any time thereafter may become due to the contractor by the Company under this or any other contract or otherwise.

Provided always that in any case, in which any of the powers conferred upon the company by sub-clause as above shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions thereof, such powers shall notwithstanding to exercisable in the event of any future case of default by the contractor for which his liability for past and future shall remain unaffected.

8.3.2 RIGHT OF COMPANY AFTER RESCISSION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR.

In the event of any of several of the courses, referred to in conditions **8.3** of this clause, being adopted:

8.3.2.1 The Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advance on account or with a view to the execution of the works of the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto or actually performed under the contract unless until the Engineer shall have certified the performance of such work and the value payable in respect where of any the Contractor shall only be entitled to be paid the value so certified.

8.3.2.2 The Engineer or the Engineer's representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or brought to have been executed, and to retain and employ the same in the further execution of the works or and part thereof until the completion of the works without the Contractor being entitled to any compensation for the use and employment there of or for wear and tear or destruction thereof.

8.3.2.3 The Engineer, shall as soon as may be practicable after removal of the Contractor fix and determine ex-party or by or after reference to the parties or after such investigation or inquiries as he may consider fit to make or institute and shall consider fit to make or had at the time or rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any construction plant and temporary works upon the site.

8.3.2.4 The Company shall not be liable to pay to the Contractor any money on account of the contract until the expiration of the period of maintenance and thereafter until the cost of completion and maintenance damages (if any), and all other expenses incurred by the Company have been ascertained and the amount thereof certified by the Engineer. The Contractor shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify would have

been due to him upon due completion by him after deducting the said amount, but if such amount exceeds the sum which would have been payable to the Contractor, shall upon demand, pay to the Company the amount of such excess and it shall be deemed a debit by the Contractor to the Company and shall be recoverable accordingly.

8.3.3 TERMINATION OF CONTRACT FOR DEATH:

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 partner dies then unless the company is satisfied that the legal representative 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 representative 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.

8.4 EMPLOYMENT OF APPRENTICES:

The Contractor shall comply with provision of the "Apprentice Act 1961" and rules and orders issued there under from time to time. If he fails to do so, this failure will be construed as breach of contract and the company may at its discretion, cancel the contract without prejudice to the rights of the company. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

9 FORCE MAJEURE:

Any delay in or failure to perform of either party shall not constitute default so as to give rise to any claim for damages, to the extent such delay or failure to perform is caused by an act of God or by fire, explosion, flood or other natural catastrophe, governmental legislation, orders or regulation etc. Failure of the client/owner to hand over the entire site and / or release funds for the project to ITI shall also constitute for majeure. The time for performance of the obligation by the parties shall be deemed to be extended for a period equal to the duration of the force majeure event. Both parties shall make their best efforts to minimize the delay caused by the force majeure event. If the failure/delay of the client/owner in handing over the entire site and /or in releasing the funds continues even on the expiry of the stipulated date of completion ITI may at the request of the contractor, foreclose the contract without any liability to either party. In the event of such foreclosure the contractor shall not be entitled to any compensation whatsoever, If prior to such foreclosure the contractor has brought any materials to the site, the Engineer in charge shall always have the option of taking over all such materials at their purchase price or at the local current rates, whichever is lower.

10 SETTLEMENT OF DISPUTES:

10.1 MATTERS FINALLY DETERMINED BY THE COMPANY

All disputes or difference of any kind whatever arising out of or in connection with the contract, whether during the progress of the works or after completion and whether before or after the determination of the contract, shall be referred by the Contractor to the Company and the Company shall within a reasonable time after their representation make and notify decision

thereon in writing. The decisions, direction and certificates with respect to any conditions given and made by the Company or by the Engineer on behalf of the Company which matters are referred to herein after as accepted matters shall be final and binding upon the Contractor and shall not be set aside or be attempted to be set aside on account of any informality, omission, delay of error in proceeding in about the same or any other ground or for other reason and shall be without appeal.

10.2 DEMAND FOR ARBITRATION:

10.2.1 If the Contractor be dissatisfied with the decision of the Company, on any matters in question, dispute or difference on any account or as to the withholding by the Company of any certificates to which the Contractor may claim to be entitled to or if the Company fails to make a decisions within a reasonable time, when and in any such cases but except in any of the expected matters with in ten days of the receipt of communication or such decisions or after the expiry of reasonable time (which reasonable time will in no case exceed three months) as the case may be shall demand in writing that such matters in question, dispute or difference be referred to Arbitration. Such demand for Arbitration shall be delivered to the Company by the Contractor and shall specify the matters which are in question, dispute or difference and such disputes or difference of which the demand has been made and no other matter shall be referred to arbitration.

10.2.2 OBLIGATION DURING PENDENCY OF ARBITRATION:

Work during the contract shall unless otherwise directed by the Engineer, continue during proceedings and no payment due or payable by the Company shall be withheld on account of such proceedings provided, however, it shall be open for the arbitrator to decide whether such work should continue or not during arbitration proceedings.

10.2.3 ARBITRATION:

Except where otherwise provided for in the contract, all questions and dispute relating to the meaning of the specifications, designs, drawings, estimates, instructions and conditions herein mentioned and as to the quality of workmanship, or materials used on the work or as any way arising out of or relating to the contract, designs, drawings, specifications, estimates, Instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Unit Head-NSU and if the Unit Head-NSU is unable or unwilling to act, to the sole arbitration of some other person appointed by the Unit Head-NSU willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of the ITI LIMITED and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he has expressed views on all or any of the matters in disputes of difference. The Arbitrator to whom the matter is originally referred being transferred or vacating his office being unable to act for any reason, the accepting authority as aforesaid at the time of such transfer, vacation of office or inability to act shall appoint another person to act as Arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by Unit Head -NSU, as aforesaid, should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to Arbitration at all. In all cases where the amount of the claim on dispute is Rs. 50,000/- (Rupees fifty thousand) and above, the arbitrator shall give reason for the award. The venue of the arbitration shall be Corporate Office of ITI Limited, Dooravaninagr, Bengaluru, 560016.

It is term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

It is also a term of the contract that if the Contractor(s) does/do not make any demand for Arbitration in respect of any claim(s) in writing within ninety days [90] of receiving the intimation from the Company, that the bill is ready for payment the claim of the contractors will be deemed to have been waived and absolutely be barred and the Company shall be discharged of all liabilities under the contract in respect of these claims.

The arbitrator(s) may from time to time with the consent of the parties enlarge the time for making and publishing the award.

Subject as aforesaid the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof & the rules made there under & for the time being in force shall apply to the arbitration proceedings under this clause.

Jurisdiction of Courts: For any legal matters arising out of this contract, the designated courts in Bangalore only shall have jurisdiction.

The decision of the Arbitrator shall be final and binding on the parties to this Contract.

Each party shall bear its own cost of preparing and presenting its case. The cost of Arbitration including the fees and expenses of the Arbitrator shall be shared equally by the Contractor and the Company.

Accepting Authority

Dated

----- END OF SECTION -V -----

SECTION –VI**ANNEXURES**

Sl. No.	ANNEXURES	Descriptions
1	ANNEXURE - 1	Proforma of Agreement
2	ANNEXURE - 2	Non-Disclosure of Agreement with Appendix-A
3	ANNEXURE - 3	Integrity Pact
4	ANNEXURE - 4	Proforma of Bank guarantee in lieu of EMD
5	ANNEXURE - 5	Declaration of Tenderer
6	ANNEXURE - 6	Proforma of work completion certificate from clients,
7	ANNEXURE - 7	Turnover from last three years
8	ANNEXURE - 8	Organization set up
9	ANNEXURE - 9	Details of work completed in last seven years
10	ANNEXURE - 10	Details of ongoing works
11	ANNEXURE – 11	Proforma of Bank guarantee for performance guarantee.
12	ANNEXURE – 12	Accepting terms and condition
13	ANNEXURE – 13	Affidavit connecting to submission of documents
14	ANNEXURE – 14	CHECK LIST
15	ANNEXURE - 15	PRICE BID [BOQ]

ANNEXURE- 1
Proforma of Agreement

An AGREEMENT made this the between M/s and M/s ITI LIMITED, (hereinafter called the "COMPANY") of the second part.

Whereas the Contractors have by tender dated.....offered to execute and fully complete the intended works in connection with the construction offor the company as set forth in the tender as amended and the drawings, general conditions, special conditions, specifications, bill of quantities and schedule hereto annexed according to the terms, obligations, and conditions therein contained at and for an approximate total sum of RS (Rupees) and the company has accepted such itemized rate tender in terms of its letter noDated

Now, this AGREEMENT witnesseth as follows :

1. The CONTRACTORS covenant and agree with the COMPANY that the CONTRACTORS will within the time of..... months from the date stipulated in the work order and in the manner and pursuant and subject to all and singular the terms, obligations and conditions in the said tender as amended and the drawings, general conditions, special conditions, specifications, bill of quantities and schedule provided, contained and referred to execute and fully complete all and singular the works specified, described or referred to in and by the said tender as amended and the drawings, general conditions, special conditions, specifications, bill of quantities and schedule and will well truly observe, perform, fulfill, submit to and keep all the said terms, obligations, conditions, and matters in the said tender as amended and drawings general conditions, special conditions, specifications, bill of quantities and schedule contained and referred to and on the part of the CONTRACTORS to be observed, performed, fulfilled, submitted to or kept according to the true intent and meaning of the said tender as amended and the drawings general conditions, special conditions, specifications, bill of quantities and schedule. Any items not covered by the tendered rates will be worked out as per special conditions attached to the tender documents.

In case the work is not completed in the manner mentioned above to the complete satisfaction of the COMPANY in every respect within the aforesaid time limit of months from the date stipulated in the work order, the CONTRACTORS agree to pay a penalty of..... % of the value of the work order for each week of delay beyond the date stipulated for the completion, subject, however to a maximum of..... % of the work order. It is agreed that time is the essence of the contract.

2. In consideration of the premises the COMPANY covenants with the CONTRACTORS that it will pay to the CONTRACTORS at the several times and in the sums, proportions and manner in the said general conditions, special conditions in that behalf provided the amount accruing from time to time, but subject to conditions therein contained.

3. This agreement further witnesseth that the CONTRACTORS hereby covenant with the COMPANY that in the event of the non-fulfillment in any respect by the CONTRACTORS of the said covenants, terms, agreements, obligations will pay to the COMPANY all loss, damages, costs, charges and expenses as the COMPANY may be directly or indirectly put to in consequence of such non-fulfillment by the CONTRACTORS.

- 4. If the CONTRACTORS fail to perform the contract or carry out the contract to the satisfaction of the COMPANY within the period fixed for the purpose or at any time repudiates the contract before the expiry of such period, the Additional General Manager or any officer of the COMPANY so authorized may, without prejudice to the right of the COMPANY to recover from the CONTRACTORS damages for the breach of the contract, terminate the contract as a whole or terminate a part of the contract at the risk and cost of the CONTRACTORS without prior notice and get the balance work executed through some other agencies and held the CONTRACTORS liable for all the loses and expenses incurred by the COMPANY. The decision of the Additional General Manager is final concerning the satisfactory performance of the contract and is binding on both the parties.

- 5. In the event of any disputes arising in connection with this contract, it is further agreed that such disputes shall be referred to the sole arbitrator as per the arbitration clause in the general terms and conditions of the contract.

- 6. The following documents are deemed to form part and parcel of the agreement viz., the tender dated and letter nodated..... the general terms and conditions, special conditions, the specifications, the priced bill of quantities, the schedule of rates and prices, and the drawings mentioned in the specifications, acceptance letter no..... dated..... all of which for identification have been signed by the on the behalf of the COMPANY, and on behalf of acceptance and all letters referred therein will also form a part of this agreement.

- 7. This agreement further witnesseth that the CONTRACTORS are responsible for any accident or other compensation payable to the workman employed by the working under the control of CONTRACTORS feat the COMPANY has no sort of liability in the matter, and that if any payment would have to be made by the COMPANY, the same shall be reimbursed by the
CONTRACTORS.

In witness whereof, the said parties hereto have hereunto set their hands.

For ITI LIMITED,

For PROPRIETOR.....

Witnesses:

Witness

1.

1.

2.

2.

Place:

Date:

ANNEXURE-2**ITILTD.****(A Government of India Enterprise)**

Network Systems Unit, Dooravaninagar
BENGALURU– 560 016.

NON-DISCLOSURE AGREEMENT

This Agreement is made on _____ day of _____ 2021 between ITI LIMITED, NETWORK SYSTEMS UNIT a Government of India Enterprise, having its registered and corporate office at ITI BHAVAN, DOORAVANINAGAR, BENGALURU – 560 016. hereinafter called ITI LIMITED which expression shall unless repugnant to the subject or the context mean and included its successor, nominees or assigns and M/s _____ a company incorporated under the Indian Companies act, 1956, and having its registered office at _____ herein after called “Bidder” which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas a Re-Tender was floated by ITI LIMITED for **Renovation of ITI Limited Regional office building in Ahmedabad.**, and M/s _____ is one of the Bidders. The Bidder will be issued a tender document, which contains highly classified and confidential information. The information is to be protected from unauthorized use and disclosure:

In consideration of this, the Bidder agrees as follows:

1. This Agreement will apply to any information attached hereto about project disclosed by ITI LIMITED to the Bidder in writing or otherwise, information consists of tender document, specifications, designs, plans drawing, software, prototypes and/or technical information, and all copies and derivatives containing such Information, that may be disclosed to Bidder for and during the purpose. Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation, or by any other means by ITI LIMITED to the Bidder.
2. The Bidder shall use the information about this project only for the purpose and shall hold information in confidence using the same degree of care as it normally exercises to protect its proprietary information, but not less than reasonable care, taking into account the nature of the information and shall grant access to information only to its employees who need to know, but only to the extent necessary to carry out the business purposes of this project as defined in. The Bidder shall cause its employees to comply with the provisions of this Agreement applicable to his and shall not reproduce information without prior permission of ITI LIMITED. The permission to reproduce shall only be given if considered necessary and to the extent essential for fulfilling the purpose. The Bidder may, however, disclose the information to its consultants and contractors with a need to know; provided that by doing so, the Bidder agrees to bind those consultants and contractors to terms at least as restrictive as those stated herein, advise them of their obligations and indemnify ITI LIMITED for any breach of those obligations.
3. The Bidder shall not disclose any information pertaining to this project to any third party.
4. Upon the request of ITI LIMITED, he shall return all information to ITI LIMITED immediately, provided, however, that an archival copy of the information may be retained in the files of the Bidder’s counsel, solely to provide the contents of the information.
5. In case the Bidder is not selected for awarding the work of this project, he shall return to ITI LIMITED all the original documents that have been made over by ITI LIMITED to him about this project Within 15 days of the outcome of the tender and/or shall destroy all hard/soft

copies) of the information about this project. Intimation in this regard is to be given by Bidder to ITI LIMITED.

- 6. The Bidder recognizes and agrees that all the information about this project is highly confidential and is owned solely by ITI LIMITED, Govt of India and that the unauthorized disclosure or use of such confidential information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, the Bidder agrees that ITI LIMITED will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any other rights and remedies available at law or in equity for such a breach.
- 7. The Bidder's failure to enforce any provision, right, or remedy under this agreement shall not constitute waiver of such provision, right, or remedy.
- 8. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
- 9. This Agreement and **Appendix A** attached hereto constitutes the entire agreement with respect to the Bidder's obligations in connection with information disclosed hereunder.
- 10. The Bidder shall not assign this Agreement without first securing ITI LIMITED's written consent.
- 11. This agreement will remain in effect for ten years from the date of the last disclosure of confidential information, at which time it will terminate, unless extended by ITI LIMITED in writing.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized officer or representatives.

ITI LIMITED

ITI LIMITED

M/s.....

M/s.....

Signature.....

Signature.....

Printed Name.....

Printed Name.....

Title.....

Title.....

Signed

Signed

Appendix-A

Business Purpose: Renovation of ITI Limited Regional office building in Ahmedabad. (Two Bid System)

1.0 Confidential Information of ITI Limited.

1.1 Tender document

1.2 The technical specifications / Bill of quantities.

1.3 Detailed drawings.

1.4 Details of Locations

1.5 All Information's shared in oral or in written by ITI Limited with M/s -----

For ITI Limited

For M/s -----

Signatures -----

Signature-----

Name -----

Name-----

ANNEXURE- 3**PRE-CONTRACT INTEGRITY PACT****PURCHASE ENQUIRY / ORDER No. ITI/ MSP/ RO-AHD/Renovation/012/254 dated 10.03.22**

THIS Integrity Pact is made on.....day of20...

BETWEEN:

ITI Limited having its Registered & Corporate Office at ITI Bhavan, Dooravaninagar, Bangalore – 560 016 and established under the Ministry of Communications, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall also include its successors and assigns) ON THE ONE PART

AND:..... represented by Chief Executive Officer (hereinafter called the Contractor(s), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the bidder/contract ON THE SECOND PART.

Preamble

WHEREAS the Principal intends to award, underlaid down organizational procedures, contract for of ITI Limited (name of the Stores/equipment/items).
Th

e

Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources, and fairness/ transparency in its relations with its Bidder(s)/ Contractor(s).

To achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles as mentioned herein in this agreement.

WHEREAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact the terms and conditions of which shall also be read as integral part and parcel of the Tender Documents and contract between the parties.

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS STIPULATED IN THIS PACT THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS PACT WITNESSETH AS UNDER:

Section 1 – Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage about the tender process or the contract execution.

- c. The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employee, which is a criminal offense under IPC/PC Act if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and also, can initiate disciplinary action as per its internal laid down Rules/Regulations.

SECTION 2 – COMMITMENTS OF THE BIDDER/CONTRACTOR

1.1 The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during the participation in the tender process and the execution of the contract.

- a. The bidder(s)/contractor(s) will not, directly or through any other person or firm offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The bidder(s)/contractor(s) will not enter with other bidders/contractors into an undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The bidder(s)/contractor(s) will not commit any offense under IPC/PC Act, further, the bidder(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of the foreign origin shall disclose the name and address of the agents/representatives in India if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s)/Contractor(s) will, when presenting the bid, disclose any payments made, are committed to or intend to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
- f. The Bidder(s)/Contractor(s) will not bring any outside influence and Govt bodies directly or indirectly on the bidding process in furtherance of his bid.
- g. The Bidder(s)/Contractor(s) will not instigate third persons to commit offenses outlined above or to be an accessory to such offenses.

SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS & EXCLUSION FROM FUTURE CONTRACTS

3.1 If the Bidder(s)/Contractor(s), during the tender process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify Bidder(s)/ Contractor(s) from the tender process.

- 3.2** If the Bidder(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future tender/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgressions, the position of the transgressor within the Company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of a minimum of one year.
- 3.3** The Bidder(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.
- 3.4** A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that based on facts available there are no material doubts.
- 3.5** The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however the Bidder(s)/ Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.
- 3.6** On the occurrence of any sanctions/ disqualifications etc arising out from violation of integrity pact Bidder(s)/ Contractor(s) shall not be entitled to any compensation on this account.
- 3.7** subject to the satisfaction of the Principal, the exclusion of the Bidder(s)/ Contractor(s) could be revoked by the Principal if the Bidder(s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

SECTION 4 – PREVIOUS TRANSGRESSION

- 4.1** The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti-corruption/ transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the tender process.
- 4.2** If the Bidder(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

SECTION 5 – COMPENSATION FOR DAMAGE

- 5.1** If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process before the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.

5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to the termination of Contract due to Contractor default. In such a case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL TREATMENT OF ALL BIDDERS/CONTRACTORS

6.1 The Principal will enter into Integrity Pact on all identical terms with all bidders and contractors for identical cases.

6.2 The Bidder(s)/Contractor(s) undertakes to get this Pact signed by its sub-contractor(s)/subvendor(s)/associate(s), if any, and to submit the same to the Principal along with the tender document/contract before signing the contract. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its subcontractors/sub-vendors/associates.

6.3 The Principal will disqualify from the tender process all bidders who do not sign this Integrity Pact or violate its provisions.

SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/ CONTRACTOR(S)

7.1 If the Principal receives any information of conduct of a Bidder(s)/Contractor(s) or subcontractor/sub-vendor/associates of the Bidder(s)/Contractor(s) which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.

8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents Bidder(s)/Contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the Bidder(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

- 8.5** The Monitor will submit a written report to the Chairman & Managing Director of the Principal within a reasonable time from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.6** If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8.7** The word 'Monitor' would include both singular and plural.
- 8.8** Details of the Independent External Monitor appointed by the Principal at present is furnished below: -
Shri Javeed Ahmad, IPS(Retd.)
M-1101, Shalimar Gallant Apartment,
Vigyanpuri ,Mahanagar,Lucknow-226006

Any changes to the same as required/desired by statutory authorities is applicable.”

SECTION 9 – FACILITATION OF INVESTIGATION

- 9.1** In case of any allegation of violation of any provisions of this Pact or payment of a commission, the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

SECTION 10 – LAW AND JURISDICTION

- 10.1** The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall be the seat of the Principal.
- 10.2** The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

SECTION 11 – PACT DURATION

- 11.1** This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/guarantee period of the project/work awarded, to the fullest satisfaction of the Principal.
- 11.2** If the Bidder(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on the evidence of failure on the part of the Bidder(s)/Contractor(s).
- 11.3** If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

SECTION 12 – OTHER PROVISIONS

- 12.1 This pact is subject to Indian Law; the place of performance and jurisdiction is the Registered & Corporate Office of the Principal at Bengaluru.
- 12.2 Changes and supplements, as well as termination notices, need to be made in writing by both parties. Side agreements have not been made.
- 12.3 If the Bidder(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.
- 12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to agree with their original intentions.
- 12.5 Any disputes/ difference arising between the parties concerning the term of this Pact, any action was taken by the Principal under this Pact or interpretation thereof shall not be subject to any Arbitration.
- 12.6 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow under the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of the witnesses:

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....
(Name & Designation)

.....
(Name & Designation)

Witness
s

Witness

1)

1).....

2)

2).....

ANNEXURE- 4

ITI LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

PROFORMA OF BANK GUARANTEE IN LIEU OF E M D

(Judicial Stamp paper of appropriate value as per Stamp Act - of the respective state)

ITI Limited, (Address as mentioned in Notice Inviting Tender)

In consideration of ITI Limited, having ITI Corporate Office, ITI Bhawan, -Bengaluru -560 016 (hereinafter called ITI" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting Tender No..... and M/shaving its Registered Head Office at..... (Hereinafter called the "TENDERER") is to participate in the said tender for..... Whereas ITI, as a special case, has agreed to accept an irrevocable and unconditional Bid Bond Guarantee for an amount of Rs..... valid up to..... from the tenderer in place of Cash Deposit of Rs.....required to be made by the tenderer, as a condition precedent for participation in the said tender. We the.....(hereinafter called the "BANK") having its Registered, Office at..... and branch office at..... do hereby unconditionally and irrevocably undertake to pay to ITI on demand in writing and without demur/protest any amount but not exceeding Rs.....

Any such demand made by ITI shall be conclusive and binding on us irrespective of any dispute or differences that may be raised by the tenderer. Any change in the constitution of the tenderer or the Bank shall not discharge our liability under the guarantee.

We, the..... Bank, lastly undertake not to revoke this guarantee during its currency without the prior consent of ITI in writing and upon expiry of which, we shall be relieved of our liability under this guarantee thereafter.

FOR AND ON BEHALF OF BANK PLACE

:

DATED :

WITNESS.

1.

2.

**ANNEXURE-5
DECLARATION OF TENDERERS**

FROM

TO
.....
.....

1. I/We.....
...

...have read the conditions of the tender and tender documents attached hereto and agree to abide by such conditions. I/We offered to do..... at the rates quoted in the attached schedule to complete the works on or before the dates mentioned in the schedule for completion of works.

2. I/We further agree to sign an agreement, bind to abide by the general conditions of the contract, and to carry out all works according to the specifications laid down in the tender papers. I/We hereby pay the earnest money ofby demand draft/banker's cheque. I/We bind myself/ ourselves to deposit the security deposit [Performance security] as prescribed within 15 days after receiving the notice that the contract has been awarded to me/us failing which I/We have no objection to the forfeiture of the earnest money in full; otherwise, the said earnest money shall be retained by the said company towards security deposit as specified in the conditions. I/We further bind myself /ourselves to execute the contract document and to commence the work with 15 days after issue of the work order in writing as aforesaid failing I/We agree to the company forfeiting the earnest money and security deposit deposited with them. The accepting authority shall also be at liberty to cancel the acceptance of the tender if I/We fails to deposit the security amount as specified or to execute an agreement or to start work as stipulated in the tender documents.

3. I/We hereby enclose a declaration of my/our experience of execution of works of similar nature and magnitude carried out by me/us in the prescribed proforma, and also the income tax and sales tax clearance certificates.

4. The offer shall remain open for acceptance by the Accepting Authority for a **period of 3 months** from the date of opening of the tender. **[90 days]**

Date:
Signature of tenderer
with the seal of the firm
witness.....

(Name in block letters)
Power of attorney in case the tender is signed by the authorized nominee must be enclosed.

Address:
Occupation:

ANNEXURE- 6

Name of the Clients with Address, E-mail, and Phone No.

PROFORMA FOR WORK EXPERIENCE CERTIFICATE (Completion) FROM CLIENTS, Name of the Contractor:

1	Name of work/project location	
2	Name and address of the client	
3	Agreement amount	
4	Cost of work on completion	
5	Date of start	
6	Stipulated date of completion	
7	The actual date of completion	
8	Type of work [Residential/Commercial] Plinth area of /Built-up area of	
9	construction	
10	Performance Report	
A	Quality of work	
B	Resourcefulness	
C	Financial soundness	
D	Technical proficiency	
E	General behavior	

Date, Name, & Designation,

Signature with Seal of the Issuing Authority

ANNEXURE- 7.**TURN OVER FOR LAST THREE YEARS.**

Sl.no.	Financial year	Turnover	Average of three years
1	2018-19		
2	2019-20		
3	2020-21		
		Average turnover	

Note:

In addition to the above, the applicant has to submit the following documents/information,

- a. Copy of the balance sheets
- b. Copy of the valid GST no.
- c. Copy of the PAN/TAN
- d. Details of litigation if any.
- e. Other relevant details if any.

The requisite Turnover certificate shall be duly certified by a Chartered Accountant with his seal /Signature and Registration No.

Signature of the bidder with Seal

**ANNEXURE-- 8
ORGANISATION SET UP OF THE COMPANY.**

	Name	Designation	Qualificatio n	Professiona l Experience	Registratio n	Years with the firm	Remarks

Signature of the bidder with Seal

ANNEXURE- 9**DETAILS OF THE WORK COMPLETED DURING THE LAST 7 YEARS**

Sl. No.	Name of work	Scope of services	Value of Construction	Date of start/completion	Name and address of the client	Value of TDS in case of private work	Remarks

NOTE:

THE FOLLOWING DOCUMENTS ARE TO BE ENCLOSED FOR EACH OF THE ABOVE WORKS. **a.**

Completion certificate.

- b.** Copy of award letter.
- c.** Other relevant documentary evidence, if any.

Signature of the bidder with Seal

ANNEXURE- 10 DETAILS OF ONGOING WORKS.

Sl.No.	Name of work	Scope of Services	Value of Construction	Date of start/completion	Name and address of the client	Remarks

NOTE:

- (1) The following documents are to be enclosed for each of the above works.
- a. Copy of Award letter.
 - b. Other relevant documentary evidence if any.

Signature of the bidder with Seal

ANNEXURE -11**ITI LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)****PROFORMA OF BANK GUARANTEE (PERFORMANCE)**

(judicial Stamp per Stamp Act - paper of appropriate value as a respective state)

ITI LIMITED,
(Address as mentioned in Notice Inviting Tender)

'Whereas the ITI Limited (hereinafter called ITI" which expression shall include its successors and assigns) having awarded a work order/contract/supply order No. dated (hereinafter called the contract)

to M/S. (hereinafter called the Contractor/ firm) at a total price of RS.....subject to the terms and conditions contained in the contract.

WHEREAS, the terms and conditions of the contract require the civil Contractor/firm to furnish a bank guarantee for RS(RUPEES.....)}

Being.....3% of the total value of the contract for proper execution and due fulfillment of the terms and conditions contained in the contract.

We, the Bank, (hereinafter called the "Bank") do hereby unconditionally and irrevocably undertake to pay to ITI Ltd. immediately on demand in writing and 'without protest/or demur all sums of money payable by the Contractor/firms to ITI in connection with the execution/supply of and performance of the works/equipment, inclusive of any loss, damages, charges, expenses, and costs caused to or suffered by or which would be caused to or suffered by ITI Ltd. because of any breach by the Civil Contractor/firms., of any of the terms and conditions contained in the contract as specified in the notice of demand made by ITI Ltd. to the bank. Any such demand made by ITI on the bank shall be conclusive evidence of the amount due and payable by the Bank under this guarantee. However, the Bank's liability under this guarantee shall be limited to Rs in the aggregate and the Bank hereby agrees to the following terms and conditions: -

- i) This guarantee shall be a continuing guarantee and irrevocable for all claims of ITI Ltd as specified above and shall be valid during the period specified for the performance of the contract.
- ii) We, the said bank further agree with ITI Ltd. that ITI shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend the time for performance of contract Civil contractor/firm from time to time or to postpone for any time or from time to time any of the powers exercisable by ITI Ltd. against the Civil contractor/ firm under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability because of any such variations or extension being granted to the Civil Contractor.

Civil contractor/firm or for any forbearance, actor omission on the part of ITI Ltd. or any indulgence by ITI to the Civil contractor/firm or by any such matter or thing whatsoever, which

under the law relating to the sureties would, but for this provision, have the effect of so relieving us.

- (iii) This guarantee/undertaking shall be in addition to any other guarantee or security whatsoever ITI may now or at any time have concerning the performance of the works/equipment and the company shall have a full re-course to or enforce this security in performance to any other security or guarantee which ITI may have or obtained and there shall be no forbearance on the part of the company in enforcing or requiring enforcement of any other security which shall have the effect of releasing the Bank from its full liability, It shall not be necessary for ITI Ltd. to proceed against the said Civil contractor/ firm before proceeding against the Bank.
- (iv) This guarantee/ undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the Civil contractor/ firm, but shall in all respects and for all purposes be binding and operative until payment of all sums of money payable to ITI in terms thereof are paid by the Bank.
- (v) The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee and the obligations of the bank in terms hereof, shall not be otherwise effected or suspended by reasons of any dispute or disputes having been raised by the Civil contractor/firm (whether or not pending before any Arbitrator, Tribunal or Court) or any denial of liability by the civil contractor firm stopping or preventing or purporting to stop or prevent any payment by the Bank to ITI in terms hereof.

We, the said Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of ITI Ltd. in writing upon expiry of which, we shall be relieved from all liabilities under this guarantee thereafter.

Signed this day of at

For and on behalf of Bank

WITNESS.

- 1.
- 2.

ANNEXURE- 12**ACCEPTANCE OF TENDER CONDITIONS**

From: (To be submitted in ORIGINAL on the letterhead of the company by the authorized officer having power of attorney)

To,

Additional General Manager
NS Unit, F-100 ITI Limited.
Bangalore-560 016

Sub: Renovation of ITI Limited Regional office building in Ahmedabad. (Two Bid System)

This has reference to the above-referred tender. I/We are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in their entirety for the above work.

1. I/we are eligible to submit the bid for the subject tender and I/We have all the documents required.
2. I/We have viewed and read the terms and conditions of ITI Ltd. carefully.
 - a. Notice Inviting tender, General conditions of contract with price bid sheet.
 - b. Special conditions of contract
 - c. Instructions to bidder
 - d. Integrity Pact
 - e. Corrigendum, if any
 - f. Other documents, if any
3. I/We have submitted mandatory documents such as cost of bid documents, EMD of the requisite amount, and other documents as per Notice inviting Tender.

Yours faithfully

[Signature of the tenderer]
With rubber stamp

Dated.

ANNEXURE – 13

AFFIDAVIT

(To be submitted by the bidder on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only) duly attached by Notary Public) (To be submitted in Envelop-1)

Affidavit of Mr.S/o
R/o

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s Having its Head Office/Regd. Office at

2. That the information/documents/Experience certificates submitted by M/s along with the tender for(Name of work).....To ITI Ltd. are genuine and true and nothing has been concealed.

3. I shall have no objection in case ITI Ltd. verifies them from issuing authorities. I shall also have no objection in providing the original copy of the document(s), in case ITI Ltd. demand so for verification.

4. I hereby confirm that in case, any document, information & / or certificate submitted by me is found to be incorrect/false/fabricated, ITI Ltd at its discretion may disqualify/reject/terminate the bid/contract and also forfeit the EMD / All dues.

5. I shall have no objection in case ITI Ltd verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal Branch /office issuing Bank and I/We shall have no right or claim on my submitted EMD before ITI Ltd receives said verification.

6. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect/false/fabricated, ITI. Ltd. shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years

7. I hereby confirm that our firm/Company is not blacklisted /barred/banned from tendering by ITI or other government organizations. If this information is found incorrect, ITI Ltd at its discretion may disqualify /reject /terminate the bid contract and forfeit the EMD.

8. The person who has signed the tender documents is our authorised representative. The Company is responsible for all of his acts and omissions in the tender.

I,, the Proprietor / Authorised signatory of M/s.....do hereby confirm that the contents of the above affidavit are true to my knowledge and nothing has been concealed therefrom.....and that no part of it is false. Verified atthis.....day of

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

ANNEXURE- 14**CHECK LIST FOR THE SUBMISSION OF TENDER:**

Whether the following documents are enclosed:

SI.Nos.	Discription	Yes	No	Page No.
1	Documents in support of submission of cost of tender document			
2	Documents in support of submission of EMD			
3	Copy of Power of Attorney of authorized signatory of the bid on stamp paper duly Notarized			
4	EPF registration certificate			
5	GST registration certificate			
6	Average annual financial turnover for the last three years certified by the Chartered Accountant with registration number			
8	Work completion certificate during the last five Years			
9	Organization set up of the company [as per annexure]			
10	Details of ongoing works			
11	Signed Integrity Pact			
12	Any Litigation History			
13	All the pages of tender documents signed			
14	Signed non-disclosure agreement			
15	CHECKLIST			
16	Price Bid – Part II (Separate)			

Note: Bidder has to take notice of the above points and checkmark Yes / No. The checklist shall be placed in the technical bid.

----- END OF SECTION –VI -----

SECTION VII

SPECIAL CONDITIONS

General

- 1 These special conditions shall be read in conjunction with the General Terms and Conditions of the contract. Where the provisions of these conditions are at variance with the provisions of the General Conditions of the Contract, the provisions of these special conditions shall take precedence.
- 2 The work shall be executed in strict accordance with the accepted conditions of the contract, bill of quantities, specifications, and orders as may be issued by the Engineer-in-Charge and his representatives
- 3 The Bill of quantities is to be read in conjunction with the form of Tender, Drawings, Conditions of Contract, specifications as these documents are jointly explanatory and descriptive of the works included in the contract.
- 4 The rates quoted in the bill of Quantities are to be for the full inclusive value of the work described under the several items, including all costs and expense which may be required in and for the construction and full protection of the work described, together with all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based. The quoted rates will be for all heights, lifts, and leads unless otherwise mentioned specifically in the description of them.
- 5 The quantities of work in the schedule are not to be considered as limiting the amount of work to be done by the contractor. The quantities are an estimate of the amount of work to be executed and the work will be measured on completion and the Contract amount adjusted accordingly.
- 6 The quantity variation: quantities given in the tender documents may increase/decrease up to 25%. However, rates shall remain firm for variation in quantities whatever may be the percentage of increase or decrease in the quantities of any item. Rates shall remain firm even if certain items are required to be deleted. No claim in this regard admissible.
- 7 The contractor shall fully cooperate with all personal and agencies engaged by ITI Ltd for carrying out the other works. The structural and architectural drawings shall at all times be properly correlated before the execution of any work. However, in case of any discrepancy in the items given in the schedule of the quantities appended with the tender and architectural drawings relating to the relevant item, the former shall prevail unless otherwise given in writing by the Engineer in charge.
- 8 General directions and descriptions of work and materials have given elsewhere in the contract documents are not necessarily repeated in the Schedule. Reference is to be made to the other documents for full information.
- 8.1 The contractor will be held to have visited the site before preparing the tender and to have examined for himself the conditions under which the work will be carried out, including local conditions affecting labor and to have studied the items of the bill of quantities, the Drawings and specifications, clauses relating to them and to have satisfied himself that the rates quoted by him provide for all minor accessories and contingent works or services necessary for the

works described even though they are not precisely defined.

8.2 The work shall be executed in strict accordance with the accepted conditions of the contract, bill of quantities, specifications, and orders as may be issued by the Engineer-in-charge and his representatives.

8.3 Specification shall include relevant provisions in all the following shall be supplementary to each other. In the case of conflict amongst the provisions for any item of work in the various documents under reference, the following precedence shall be followed:

- a) Latest CPWD Specifications for works at Delhi.
- b) Latest Indian Standard Specifications and code or practice.

9 If Specifications for any item of work are not covered by any of the documents mentioned in para above the same shall be decided and conveyed by the Engineer-in-charge to the contractor.

9.1 In case of conflict amongst the provisions of the bill of quantities, specifications, and drawings the following precedence shall be followed.

- a) Descriptions of the item in the bill of quantities.
- b) Provisions in the specifications, Special conditions, if any.
- c) Provisions in the drawings
- d) CPWD specifications
- e) Indian Standard Specifications of BIS

9.2 In the case of conflict amongst the various drawings, the decisions of the Engineer-In-Charge shall be final and binding.

9.3 Samples of all the materials and workmanship proposed to be employed in the execution of works shall be got approved by the Engineer-In-Charge in writing. The Engineer or his representative will reject all materials or workmanship not corresponding in quality or character with the approved samples. All expenses in this connection shall be borne by the contractor.

10 TESTS & INSPECTION: If so required by the Engineer, the contractor shall provide all facilities at the site or manufacture's works or in an approved Laboratory for testing of material/and/or workmanship. All the expenditure in respect of this shall be borne by the contractor unless specified otherwise in the contract. The contractor shall when required to do so by the Engineer, submit at his own cost, manufacturer's certificate of tests, proof sheets, mill sheets, etc. showing that the materials have been tested in accordance with the requirements of this specification.

10.1 C.P.W.D specifications for works at Delhi in respect of Civil and Electrical works which will be generally followed for execution of works. These are kept in the office of ITI and tenderers must inspect and read carefully before submitting their tender. It will be taken that the specifications have been fully read and understood by the tenderers, irrespective of the fact whether they have so done or not, and no claim on this account shall be entertained at a later date.

A. Wherever cement is used. The rate for that item of work shall be deemed to include proper curing of the cement work.

11 MATERIAL TESTING –APPROVAL OF SAMPLE

11.1 All materials to be provided by the Contractor shall conform with the specifications laid down in the contract.

11.2 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 7 days of supply of samples or further period as he may require intimating to the Contractor in writing whether samples are approved by him or 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 specification laid down in the Contract.

11.3 The Engineer-in-charge shall have full powers for removal of any or all of the materials brought to the site by the Contractor which are not under the Contract specifications or do not confirm in character or quality of samples approved by him. In case of default on 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 supply by other means. All costs, incurred upon such removal and/or substitution, shall be borne by the Contractor.

11.4 The following proprietary materials shall be brought to the site after the approval of ITI Ltd.

- i** Cement.
- ii.** Steel.
- iii.** Stone Grit / Sand
- iv.** Vitrified / Glazed/ Granite Tiles
- v.** Aluminum Sections/ Glass/ Windows/Paneling/PVC Doors/Wooden doors etc
- vi.** Putty/Emulsion -Synthetic enamel Paints/exterior water proof acrylic paint
- ix.** LED/Fans/AC etc
- x.** Split AC indoor & outdoor units
- xi.** Any other materials as per discretion of ITI Ltd.

Ordinary Port Land Cement of Grade 43 with ISI Mark to be used for the works and steel of TMT bars of Fe.500

11.5 The contractor shall submit documentary evidence e.g. challans, bills, etc. against the proprietary materials brought to the site as a check to ensure that the required quantities as required for the execution of works as per specification have been brought to the site for incorporation in the work.

11.6 Proprietary materials brought at the site shall be stored as directed by ITI Ltd and those already recorded shall be suitably marked for identification.

11.7 The contractor shall ensure that the proprietary materials are brought to the site in original sealed containers or packing bearing manufactures markings and brands (except where the Quantity required is a fraction of the smallest packing). Materials not complying with this requirement shall be rejected. The empty containers of such proprietary materials shall not be destroyed /disposed of without the permission of ITI Ltd.

11.8 The contractor shall produce receipted vouchers showing quantities of the materials to satisfy the Engineer-in-charge that the materials comply with the specifications. These vouchers shall be endorsed, dated, and initiated by the Engineer-in-charge giving the contract number and name of work and a certified copy of each such voucher signed both by ITI Ltd and the Contractor shall be kept on record.

11.9 When the cost of each category of materials is less than Rs.500/- production of vouchers may not be insisted upon if the ITI Ltd is otherwise satisfied with the quantity of materials.

12 RECORDS OF CONSUMPTION OF MATERIALS

- A.** For the purpose of keeping a record of cement and steel received at the site and consumed in works, the contractor shall maintain a properly bound register in the form approved by the ITI Ltd, showing columns like quantity brought to the site, used in work, and balance in hand, etc. This register shall be signed duly by the Contractors representative and ITI Ltd.'s representative.
- B.** In case cement or steel quantity consumed is lesser as compared to the theoretical requirement of the same as per CPWD specification/norms the work will be devalued and/or a penal (i.e. double the rate at which cement/steel purchased last) recovery for lesser consumption of cement/steel shall be made in the item rates of the work done subject to the condition that the results of the test fall within the acceptable criteria as per CPWD specification otherwise the work shall have to be dismantled and redone by the contractor at no extra cost. In the case of cement, if actual consumption is less than 98% of the theoretical consumption, recovery shall be affected from the contractors' dues at the penal rate as actual quantity is lower than 98% of theoretical consumption.

13 MATERIALS AND SAMPLES:

- A.** All materials, articles, fittings and accessories, etc. shall comply with the relevant Indian Standard Specifications and shall bear the ISI mark and wherever specified shall be of approved make. The Engineer of ITI Ltd and the owner shall have the discretion to check the quality of materials and equipment's to be incorporated in the work at the source of supply or site of work and even after incorporation in the work. They shall also have the discretion to check the workmanship of various items of work to be executed in this work. The contractor shall provide the necessary facilities and assistance for this purpose.
- B.** The above provision shall not absolve the contractor from the quality of the final product and in getting the material and workmanship quality checked and approved by the Engineer-in-charge of ITI Ltd.
- C.** The contractor shall well in advance, produce samples of all materials, articles, fittings, accessories, etc. that he proposes to use and get them approved in writing by ITI Ltd., The materials articles, etc. as approved shall be labeled as such and shall be signed by ITI Ltd., and the contractor's representative.
- D.** The approved samples shall be kept in the custody of the Engineer in charge of ITI Ltd., till completion of the work. Thereafter the samples except those destroyed during testing shall be returned to the contractor. No payment will be made to the contractor for the samples or samples destroyed in testing.
- E.** The brand of all materials, articles, fittings, etc. approved together with the name of the manufactures and firms from which suppliers have been arranged shall be recorded in the site order book.

The contractor shall provide all equipment to be compatible with the testing requirements specified. The contractor shall maintain all the equipment in good working condition for the duration of the contract.

The contractor shall provide qualified personnel to run the laboratory for the duration of the contract. The number of staff and equipment available must at all times be sufficient to keep pace with the sampling and testing program as required by the Engineer-in-charge. The contractor shall fully service the site laboratory and shall supply everything necessary for its proper functioning, including all transport needed to move equipment and samples to and from sampling points on the site, etc.

The contractor shall re-calibrate all measuring devices whenever so required by the Engineer-in charge and shall submit the results of such measurements without delay. All field tests shall be carried out in the presence of ITI Ltd representative.

14 TESTS AND INSPECTION

The contractor shall carry out the various mandatory tests as per specification and the technical documents that will be furnished to him during the performance of the work. All the tests, either on the field or outside laboratories concerning the execution of the work and supply of materials shall be got carried out by the contractor or ITI Ltd., at the cost of the contractor. This testing will be required in addition to the manufacture test certificate.

15 WORKS TO BE OPEN TO INSPECTION

All works executed or under the course of execution in pursuance of this contract shall at all times be open to inspection and supervision of the ITI Ltd., The work during its progress or after its completion may also be inspected by Chief Technical Examiner of Government of India (CTE) The compliance of observations/improvements as suggested by the inspecting officers of ITI Ltd/CTE/ shall be obligatory on the part of the contractor.

16 SETTING UP OF FIELD LABORATORY:

The contractor shall set up and maintain at his cost a field-testing laboratory for all day-to-day tests at his costs to the satisfaction of the Engineer in charge. This field-testing laboratory shall be provided with equipment and facilities to carry out all mandatory field tests as per CPWD specifications. The laboratory building shall be constructed and installed with the appropriate facilities. Temperature and humidity controls shall be available wherever necessary during the testing of samples.

The contractor shall provide all equipment to be compatible with the testing requirements specified. The contractor shall maintain all the equipment in good working condition for the duration of the contract. The contractor shall provide qualified personnel to run the laboratory for the duration of the contract.

17 TESTING OF MATERIALS:

All the tests on materials, as recommended by various relevant Indian Standard Codes or other standard specifications [Including amendments current at the last date of issue of tender documents] shall be got carried out by the contractor at the field-testing laboratory or any other recognized institutions/laboratory at the direction of the ITI Ltd. all testing charges expenses etc., shall be borne by the Contractor. This testing will be required in addition to manufacturing test certificate.

20 TECHNICAL STAFF:

The contractor shall employ the expert supervisor/Engineers for “concreting work, earthing & lightening protection system”.

20.1 The contractor shall make his arrangement for all equipment required for the execution of the job.

20.2 The contractor whose tender is accepted shall execute a guarantee bond in the prescribed form for guaranteeing the anti-termite treatment and waterproof treatment.

20.3 The contractor will also be required to furnish a Guarantee Agreement as per the format of ITI Limited in addition to the Submission of Bank guarantee.

21.0 TIME AND PROGRESS CHART:

- The overall period of completion shall be prepared jointly by the Engineer and the detailed time and progress chart for the execution of various items of work within the contract, signed by both the parties and shall adhere to.
- **Time** allowed for carrying out all the works as entered in the tender shall be as mentioned in the BOQ which shall be reckoned from the 15th day from date of issue of the work order to the Contractor. Time shall be the essence of the contract and the contractor shall ensure the completion of the entire work within the stipulated time of completion.
- The Contractor shall also furnish within 15 days of the date of issue of work order a CPM network/PERT chart /Bar chart for completion of work within the stipulated time. This will be duly got approved by ITI Ltd. This approved network /PERT chart shall form a part of the agreement. Achievement of milestones as well as total completion has to be within the period allowed.
- Contractor shall mobilize and employ sufficient resources for completion of all the works as indicated in the BAR Chart/PERT Chart. No additional payment will be made to the contractor for any multiple shift work or other incentives methods contemplated by him in his work schedule even though the schedule is approved by the Engineer --charge.
- During the currency of the work the contractor is expected to adhere to the schedule on milestone and total completion and this adherence will be part of the Contractors performance under the contract. During the execution of the work, the contractor is expected to participate in the review and updating of the Network/BAR Chart undertaken by ITI Ltd. This review may be undertaken at the discretion of the Engineer in charge either as a periodical appraisal measure or when the quantum of work order on the contractor is substantially changed through deviation order or amendments. The review shall be held at the site or any of the office of ITI/Consultant at the sole discretion of ITI Ltd. The contractor will adhere to the revised schedule thereafter. The approval to the revised schedule resulting in a completion date beyond the stipulated date of completion shall not automatically amount to grant to the contractor.
- The contractor shall submit [as directed by the Engineer – in –charge] progress reports on a computer-based program [Program and software to be approved by Engineer in charge] highlighting the status of various activities and physical completion of work. The Contractor shall send completion report with as build drawings to the office of Engineer in charge of ITI in writing within a period of 30 days of completion of work.

22.0 INDIAN STANDARDS:

Wherever any reference is made to any IS in any particular specification's drawings or bill of quantities it means the Indian Standards editions with the amendments current at the last date of receipt of tender documents.

Signature of The Contractor

Date

----- END OF SECTION –VII -----

SECTION –VIII**MATERIALS SPECIFICATIONS AND SAFETY CODES****1 GENERAL**

The scope of the works includes Dismantling the old damaged items of building ie part of brickworks, plaster, scraping of painting/distempering, doors, windows tiles sanitary fittings, electrical items and disposal at safe place as per instruction of Engineer-in-charge.

Arranging anti termite treatment at the junction of wall- floor, and along doors window perimeter with drilling and application of specified chemical.

Repairing of damaged portion of plaster with specified mix of mortar.

Providing chases in wall and for concealing electrical conduits for wiring & Fixtures and making good with mortar after putting conduits & fixtures

Removing existing paints/ distemper from inside/ outside walls by sand paper, making good and even by applying wall putty, making surface smooth and even, followed by emulsion/ acrylic painting as specified in item.

After dismantling of existing mosaic tiles in office portion, making surface levelled and provide vitrified tiles flooring as specified in item of BoQ.

After dismantling in toilet/bath room wall tiles, making the surface smooth and providing ceramic tiles as mentioned in the items

After dismantling floor tiles in toilet and bath room, providing ceramic tiles flooring as specified in item of BoQ.

Providing glazing works for Aluminum doors/ windows/ Ventilators. Providing prelaminated boards in partition & Aluminum doors. Providing Aluminum fittings in doors/ windows

Providing electrical wirings as required in concealed conduits for all the places in the office & toilets/ bath rooms.

Providing light /power/ electrical fitting with fixtures as specified in the items of BoQ.

Providing electrical switch boards, distribution boards and main switch board as per requirement and as mentioned in the items of BoQ.

All materials which may be used in the work shall be of standard quality manufactured by renowned concerns conforming to Indian Standard Specifications (latest edition) or equivalent and shall bear I.S. mark as far as possible unless otherwise approved by the Engineer - in - charge. The Contractor shall get all materials approved by the Engineer- in-charge prior to procurement of the same in bulk and also before using in the works.

Any materials procured or brought to site and not conforming to specifications and not upto the satisfaction of the Engineer-in-charge shall be rejected and the Contractor shall have to remove the same immediately from site at his own expenses and without any claim for compensation due to such rejection. Should it be decided by the Engineer-in-Charge to conduct any tests for materials before being approved, the cost of such tests shall be borne by the Contractor.

Method of measurement for different items of works where not specified shall be as per relevant IS code (latest edition).

2.0. MATERIALS:

2.1 a) Brick

Bricks shall be of best quality locally available bricks and shall have a minimum crushing strength of 75kg/cm² and shall be sound, hard, of homogenous texture and of regular shape and shall emit a clear metallic sound being struck.

Providing, installation and commissioning of electrical fans as specified in the items of BoQ

Providing, installation & commissioning split AC indoor and outdoor unit as specified in BoQ

The water pipes GI will be concealed as and where required.

Providing and fixing WC/ Wash Basin/Urinals/ Cisterns towel rails/ in the toilets as specified in the items of BoQ.

strength of 75kg/cm² and shall be sound, hard, of homogenous texture and of regular shape and shall emit a clear metallic sound being struck.

Nominal size of bricks shall be 9 3/4"X4 3/4" X2 3/4" with Permissible tolerance on dimension up to ± 3%

Bricks shall not absorb more than 20% to 22% of water by weight when immersed in water for 24 hours.

b) Sand

Unless, specifically instructed otherwise, all sand to be used shall be of coarse variety natural pit sand, clean sharp, strong angular and composed of hard siliceous materials. It shall not contain any harmful materials such as iron pyrites, coal, mica, shale or similar laminated materials, clay, alkali, seashell, organic impurities etc. and silt content should not exceed 8%. Fineness modulus of coarse sand shall not be less than 2.5.

Fine sand, if instructed to be used shall have fineness modulus not less than 4 and shall have other properties same as coarse sand described in para 2.2.1 herein before.

c) Cement

Unless otherwise specified, cement shall be ordinary Portland cement conforming to I.S. 269. Contractor shall make proper storage arrangement of cement at the site works to the satisfaction of the Engineer-in-charge. Cement should always be stored in such a manner as to be easily accessible for proper inspection and in a suitable water tight building or storage shed to protect the cement from dampness. Cement not acceptable to Engineer-in-charge or his authorized representative being not in a conformity with relevant IS standard and/or being deteriorated due to dampness shall be rejected.

d) Steel:

Mild steel reinforcement for cement concrete work shall conform to IS-432 Grade I (latest edition) and relevant parts of IS-456.

Cold twisted steel reinforcement for reinforced cement concrete work shall conform to IS-1786 and relevant parts of IS - 456.

Structural steel sections and plates shall conform to ST-42-S of IS - 226 (latest edition). Steel shall be free from all grease, oil paint, loose mill scale and rust and shall be free from all defects mentioned in IS-226/IS2062 and shall have a smooth uniform finished surface.

Contractor shall invariably produce tests certificate from the manufacturer certifying the quality and strength of the steel to conform to the requirement of the aforesaid I.S. Standards. In the absence of such test certificate from the manufacturer, tests shall be carried out in a test House/Laboratory or University as approved by the Engineer-in-charge and cost of such tests shall be borne by the Contractor. Tests shall be carried out as per IS-1521 and 1608.

All reinforcement bars shall be clean and free from dirt, oil, paints, grease, mill scales and loose rust. Bars available in coils shall be uncoiled and properly straightened to the satisfaction of the Engineer-in-charge at no extra cost to the owner.

e) Stone Aggregate for Cement Concrete:

Aggregate shall consist of naturally occurring stone, crushed or uncrushed with grading conforming to IS-383 (latest editions) for different nominal sizes as specified in schedule of rates. Unless otherwise specified, stone aggregate for all type concrete & reinforced concrete shall be 20mm nominal size. Stone aggregate shall be hard, strong, dense clean and free from adherent coating and non-flaky and shall be obtained from the source / quarry approved by the Engineer-in-charge.

1. **IS 456** – 'Code of practice for plain and reinforced concrete
2. **IS 269** – 'Ordinary and low heat Portland cement'
3. **IS 383** – 'Coarse and fine aggregate from natural sources for concrete'. **IS**

303– 'Plywood for general purposes'

All materials used in the work shall be new of quality and standards as specified. Materials delivered to the work shall be of the same quality as that of the approved samples, which shall be deposited with the Engineer-in-Charge well in advance for his approval before they are incorporated in the works. Delivery of materials shall be made sufficiently in advance of constructional and testing requirements to enable further samples to be selected and tested if so desired by the Engineer. No material shall be used in the work until approved. Approved materials should be stored in such a manner that by no means the qualities are changed due to any reason. Materials failing to comply with these specifications shall be immediately removed from the works at the contractor's cost.

- Unless otherwise stated in these specifications or drawings or approved by the Engineer-in-Charge all cement to be used in the concrete shall be ordinary Portland cement conforming to IS:269.

f) Water:

Water used for both mixing and curing shall be free from injurious amounts of deleterious matter. The Engineer-in-Charge may require the contractor to get the water tested from an approved laboratory at the latter's expense. Potable water is considered satisfactory for this purpose.

The PH value of the water shall generally lie between 6 and 8; where the water contains an excess of acid, alkali, sugar, or salt, the Engineer-in-Charge may refuse to permit its use.

g) Grade of Concrete:

Unless otherwise specified on drawings or called for the bill of quantities, the grades of concrete shall generally be selected from table No.1.

Table-1

Grade Designation	Specified Characteristic compressive strength of 15 cm cube at 28 days in N/mm ²
M-15	15.0
M-20	20.0

The characteristic strength is defined as the strength of material below which not more than five (5) percent of the test results are expected to fail.

In the designation of a concrete mix, the letter M refers to the mix and the number to the specified characteristic compressive strength of 15 cm cube at 28 days expressed in N/mm²

h) Nominal Mix Concrete:

This concrete shall be made without a preliminary test by adopting nominal concrete mix specified in the volumetric mix and the aggregate shall be measured by volume, cement by

weight, mixing water shall be measured in graduated litre cans. The cement content of the mix specified in Table 3 of IS: 456 for any nominal mix shall be proportionately increased if the quantity of water in a mix has to be increased to overcome the difficulties of placement and compaction so that the water-cement ratio as specified is not exceeded.

If nominal mix concrete made under the proportions given for a particular grade does not yield the specified strength, such concrete shall be classified as belonging to the appropriate lower grade. Nominal mix concrete proportioned for a given grade under Table 3 of IS: 456 shall not, however, be placed in the higher grade on the ground that the test strengths are higher than the minimum specified. All the relevant requirements for this concrete as given in IS: 456 shall apply.

3. Curing and Protection:

3.1.1 Curing of concrete shall be under IS:456. Concrete shall be cured by keeping it moist for the period specified herein to ensure that complete hydration and hardening take place.

Curing shall be assured by the use of an ample water supply under pressure in pipes, with all necessary appliances of hose, sprinklers, and spraying devices. Continuous, fine mist spraying or sprinkling shall be used, unless otherwise specified or approved by the Engineer-in-Charge..

3.1.2 Matching of patch surface:

Filling material used in repair of surface which will be exposed after completion of the project shall be made with cement from the same source as that used in concrete and blended with sufficient amount of white Portland cement to produce the same colour as in the adjoining concrete. Patched surfaces shall be given a final treatment as required to make the texture of the patch to match with that of the surrounding material.

3.1.3 Curing Patched Work:

Immediately after patching is completed, the patch shall be covered with an approved nonstaining, water saturated material which shall be kept wet and protected against sun and

3.2 Site Laboratory

The contractor shall provide for a site laboratory for testing of materials at his own cost.

4. Flooring:

Vitrified Flooring

4.1 PRESSED CERAMIC TILE FLOORING

Pressed Ceramic Tiles The tiles shall be of approved make and shall generally conform to IS 15622. They shall be flat, and true to shape and free from blisters crazing, chips, welts, crawling or other imperfections detracting from their appearance. The tiles shall be tested as per IS 13630.

Classification and Characteristics of pressed ceramic tiles shall be as per IS 13712. The tiles shall be square or rectangular of nominal size. Thickness shall be specified by the manufacturer.

The top surface of the tiles shall be glazed. Glaze shall be either glossy or matt as specified. The underside of the tiles shall not have glaze on more than 5% of the area in order that the tile may adhere properly to the base. The edges of the tiles shall be preferably free from glaze. However, any glaze if unavoidable, shall be permissible on only upto 50 per cent of the surface area of the edges.

9.02 Coloured Tiles Only the glaze shall be coloured as specified. The sizes and specifications shall be the same as for the white glazed tiles.

9.03 Decorative Tiles The type and size of the decorative tiles shall be as follows: (i) Decorated white back ground tiles The size of these tiles shall be as per IS 15622. (ii) Decorated and having coloured back-ground The sizes of the tiles shall be as per IS 15622.

4.2 Preparation of Surface and Laying

Base concrete or the RCC slab on which the tiles are to be laid shall be cleaned, wetted and mopped. The bedding for the tile shall be with cement mortar 1:4 (1 cement: 4 coarse sand) or as specified. The average thickness of the bedding shall be 20 mm or as specified while the thickness under any portion of the tiles shall not be less than 10 mm.

Mortar shall be spread, tamped and corrected to proper levels and allowed to harden sufficiently to offer a fairly rigid cushion for the tiles to be set and to enable the mason to place wooden plank across and squat on it.

Over this mortar bedding neat grey cement slurry of honey like consistency shall be spread at the rate of 3.3 kg of cement per square metre over an area upto one square metre. Tiles shall be soaked in water washed clean and shall be fixed in this grout one after another, each tile gently being tapped with a wooden mallet till it is properly bedded and in level with the adjoining tiles. The joints shall be kept as thin as possible and in straight lines or to suit the required pattern.

The surface of the flooring during laying shall be frequently checked with a straight edge about 2 m long, so as to obtain a true surface with the required slope. In bath, toilet W.C. kitchen and balcony/verandah flooring, suitable tile drop or as shown in drawing will be given in addition to required slope to avoid spread of water. Further tile drop will also be provided near floor trap.

Where full size tiles cannot be fixed these shall be cut (sawn) to the required size, and their edge rubbed smooth to ensure straight and true joints. Tiles which are fixed in the floor adjoining the wall shall enter not less than 10 mm under the plaster, skirting or dado.

After tiles have been laid surplus cement slurry shall be cleaned off.

Pointing and Finishing The joints shall be cleaned off the grey cement slurry with wire/coir brush or trowel to a depth of 2 mm to 3 mm and all dust and loose mortar removed. Joints shall then be flush pointed with white cement added with pigment if required to match the colour of tiles. Where spacer lug

tiles are provided, the half the depth of joint shall be filled with polysulphide or as specified on top with under filling with cement grout without the lugs remaining exposed. The floor shall then be kept wet for 7 days. After curing, the surface shall be washed and finished clean. The finished floor shall not sound hollow when tapped with a wooden mallet.

Measurements Length and breadth shall be measured correct to a cm before laying skirting, dado or wall plaster and the area calculated in square metre correct to two places of decimal. Where coves are used at the junctions, the length and breadth shall be measured between the lower edges of the coves. No deduction shall be made nor extra paid for voids not exceeding 0.20 square metre. Deductions for ends of dissimilar materials or other articles embedded shall not be made for areas not exceeding 0.10 square metre. Areas, where glazed tiles or different types of decorative tiles are used will be measured separately.

Rate The rate for flooring shall include the cost of all materials and labour involved in all the operations described above, For tiles of sizes up to 0.16 sqm. unless otherwise specified in the description of the item. Nothing extra shall be paid for the use of cut (sawn) tiles in the work. Extra over and above the normal rate for white tiles shall be paid where coloured or any other type of decorative tiles have been use

4.3 PRESSED CERAMIC TILE FLOORING (VITRIFIED TILE FLOORING)

Operations as described in above 9.01 to 9.09 shall be followed except the tiles shall conform to Table 12 of IS 15622 (Tiles with water absorption E d" 0.08 per cent Group Bla) and the joint thickness in flooring shall not be more than 1mm. Rate The rate for flooring shall include the cost of all materials and labour involved in all the operations described above. Nothing extra shall be paid for the use of cut (sawn) tiles in the work.

4.4 FIXING OF TILE FLOORING WITH CEMENT BASED HIGH POLYMER MODIFIED QUICK SET ADHESIVE (WATER BASED)

When tile flooring is to be laid over the existing flooring without dismantling old flooring it can be laid with adhesive. The old flooring shall be thoroughly cleaned and checked for undulations, if any shall be rectified with cement mortar 1:3 (1 cement: 3 coarse sand). Old cement concrete surface shall be hacked and cleaned off to have proper bond with the old surface.

High polymer modified quick set tile adhesive (conforming to IS 15477) shall be thoroughly mixed with water and a paste of zero slump shall be prepared so that it can be used within 1.5 to 2 hours. It shall be spread over an area not more than one sqm at one time. Average thickness of adhesive shall be 3

mm The adhesive so spread shall be combed using suitable trowel. Tiles shall be pressed firmly in to the position with slight twisting action checking it simultaneously to ensure good contact gently being tapped with wooden mallet till it is properly backed with adjoining tiles. The tiles shall be fixed within 20 minutes of application of adhesive. The surplus adhesive from the joints, surface of the tiles shall be immediately cleaned.

The surface of the flooring shall be frequently checked during laying with straight edge of above 2m long so as to attain a true surface with required slope.

Where spacer lugs tiles are provided these shall be filled with grout with lugs remaining exposed. Where full size tile cannot be fixed these shall be cut (sawn) to the required size and edges rubbed smooth to ensure straight and true joints. Tiles which are fixed in floor adjoining to wall shall enter not less than 10 mm under plaster, skirting or dado.

4.5 White glazed tile Flooring/Dado This is to be used in toilet bath room flooring and dado. The size of tile is generally used as 300mmX300 mm; however, sample of glazed tiles is to be got approved before start of work. Work is to be executed as per CPWD specifications. Payments shall be made on square meter basis.

5. Plastering

Unless otherwise specified, brick surface is to be plastered with cement mortar (1:4) 12mm thickness using medium coarse sand. Before plastering work is started all joints shall be raked out and loose mortar shall be brushed out. For plaster over cement concrete surface,

Curing for plastered surface shall be started 24 hours after finishing the plaster and shall be kept wet for a period of 7 days.

Payment for plastering shall be made on square meter basis. All measurement shall be made for each face. The rate of plastering shall be inclusive of all cost of scaffolding, labour, materials etc. complete.

6. Preparation of wall surface.

The surface of wall is to be prepared by sand papering and taking out all the loosed layers from wall.

After that layer of white cement-based putty is to be applied over all the surface in even manner. Surface is to be sandpapered again to make it plain and even. If required, one layer of putty is again applied to make the surface totally plain and free from undulations.

Payment will be done on the measurement of surface area in sqm.

7. Distemper/ Emulsion painting over internal surfaces:

Oil bound distemper/ Water based emulsion paint of approved brand and manufacture shall be used. The shade shall be got approved by the Engineer-in-charge before application of the distemper. Paints manufacture by M/s. Johnson & Nicholson, Asian paints, British Paints, ICI and Shalimar shall only be approved. Before application of paints, the base surface must be even and smooth after applying putty. Three or more coat of paint/ distemper may have to be applied over surface. The finished surface shall be even and uniform and shall show no brush marks.

Payment for plastering shall be made on square meter basis. All measurement shall be made for each face. The rate of plastering shall be inclusive of all cost of scaffolding, labour, materials etc. complete

8. Exterior water proof cement paint:

The water proof cement shall be 'Apex ' Asian paints or equivalent approved brand and manufacture. The shade and color of the paint shall be got approved by the site engineer before application. Preparation of the mix shall be done as per manufacture specifications and as directed at site.

The surface to be coated with water proof cement paint shall be thoroughly cleaned of all dust and falling mortar by washing and scrubbing and made smooth and even after application of putty. The surface shall be thoroughly wetted with clean water before the water proof cement paint is applied. Water proof cement paint shall be mixed in such quantity as can be used up within a hour of its mixing.

Payment for plastering shall be made on square meter basis. All measurement shall be made for each face. The rate of plastering shall be inclusive of all cost of scaffolding, labour, materials etc. complete

9. Aluminium Doors, Windows, Ventilators.

ALUMINIUM

Aluminum Sections Aluminum sections used for fixed/openable windows, ventilators, partitions, frame work & doors etc. shall be suitable for use to meet architectural designs to relevant works and shall be subject to approval of the Engineer-in- Charge for technical, structural, functional and visual considerations. The aluminum extruded sections shall conform to IS 733 and IS 1285 for chemical composition and mechanical properties. The stainless-steel screws shall be of grade AISI 304. The permissible dimensional tolerances of

the extruded sections shall be as per IS 6477 and shall be such as not to impair the proper and smooth functioning/operation and appearance of door and windows. Aluminum glazed doors, windows etc. shall be of sizes, sections and details as shown in the drawings. The details shown in the drawings may be varied slightly to suit the standards adopted by the manufacturers of the aluminum work, with the approval of Engineer-in-Charge. Before proceeding with any fabrication work, the contractor shall prepare and submit, complete fabrication and installation drawings for each type of glazing doors, windows, ventilators and partition etc. for the approval of the Engineer-in-Charge. If the sections are varied, the contractor shall obtain prior approval of Engineer-in-Charge and nothing extra shall be paid on this account.

Anodising Standard aluminum extrusion sections are manufactured in various sizes and shapes in wide range of solid and hollow profiles with different functional shapes for architectural, structural glazing, curtain walls, doors, window & ventilators and various other purposes. The anodizing of these products is required to be done before the fabrication work by anodizing/electro coating plants which ensures uniform coating in uniform colour and shades. The extrusions are anodized up to 30 microns in different colours. The anodized extrusions are tested regularly under strict quality control adhering to Indian Standard.

Powder Coating

Material: The powder used for powder coating shall be Epoxy/polyester powder of make approved by the Engineer-in-Charge. The contractor shall give detailed programme for powder coating in advance, to facilitate the inspection by Engineer-in-Charge or his authorized representative.

Pre-treatment: Each aluminum alloy extrusion or performed section shall be thoroughly cleaned by alkaline or acidic solutions under the conditions specified by chemical conversion coating supplier and then rinsed. A chemical conversion coating shall be applied by treatment with a solution containing essentially chromate ions or chromate and phosphate ions as the active components as applicable. The amount of the conversion coating deposited depends on the type used by the conversion coating chemical supplier. The conversion coating shall be thoroughly rinsed either with the solution specified by the conversion coating chemical supplier or with de-mineralized water and then dried at the temperature for the time specified by the conversion coating chemical supplier. The contractor shall submit the detail specifications and application procedure for application of conversion coating for approval of Engineer-in-Charge.

Thickness: The thickness of the finished polyester powder coating measured by micron meter shall not be less than 50 micron nor more than 120 micron at any point.

Rate: The rate shall include the cost of all the materials, labours involved in all the operations as described in nomenclature of item and particular specification.

9.1 Glazing:

Ordinary glass panes of not less than 3mm thickness shall be provided. The glass panes shall be free from flaws specks or bubbles and shall have square corner and straight edges. Special metal sash putty of approved make and conforming to relevant IS Code shall be used for fixing glass panes. Putty shall be applied between glass panel and glazing bars. Putty shall be painted within 2 to 3 weeks after glazing is fixed to avoid its cracking. No separate payment shall be made for glazing. Rate quoted for glazed door/windows/ventilators shall be including glazing work.

10.0 Painting over wooden / Steel surface

Paints, enamel etc. of approved brand and manufacture as approved by the site engineer shall be used. Paints manufacture by M/s. Johnson & Nicholson, Asian paints, British Paints, ICI and Shalimar shall only be approved. Primer and thinners use ready mixed paints as received from the manufactures without any admixtures shall be used as per the manufacturer's instructions. If for any reason thinning is necessary (in case of ready mixed paint) the brand of thinner

recommended by the manufacturer or as instructed by the site engineer shall be used. The surface be thoroughly cleaned and dusted. All the rust, dirt, scales, smokes and grease shall be thoroughly removed before painting is started. The prepared surface shall have received the approval of the site engineer after inspection, before painting is commenced. The wood work to be painted shall be dry and free from moisture. The unevenness shall be rubbed down smooth with sand paper and shall be well dusted. Knots, if any, shall be covered with preparation of red lead made by grinding lead in water and mixing with strong glue sized and used hot.

11.0 Hydraulic Door Closer.

Hydraulically regulated door closer shall be Everite model viscount G 1109 or approved equivalent make conforming to IS:3564. The door should open tight upto 90°. Suitable adjustment shall be made such that the closing time can be varied between five to twenty seconds. The closer shall be securely fixed with door frames and door panel with brass screws and washers. Hydraulic oil filling shall work well in all seasons and shall not show any sign of leakage of oil under working condition.

12.0 Sanitary Fittings:

All glass earthenware shall be of 'Parry', 'Hindustan' or other equivalent approved make and white in colour. All metallic fixtures like taps, stop cocks, etc., shall be of C.P. brass of approved make. All wall fittings shall be fixed with wooden cleats and C.P. brass screws and C.P. washers.

13.0 European type water closet:

Water closet shall be white vitreous china clay and shall be of wash down type conforming to IS:2556 part VIII and all as described in the schedule of rates. The closet shall be of one piece constructions and have integral flushing rim of suitable type. Each water closet shall have four holes with its pedestal for fixing to the floor. The water closet shall have an integral S or P trap outlet with at least 50mm water seal. The closet shall be provided with 15 liters white vitreous china low level flushing cistern with all fittings, M.S. or C.I. brackets, and 40mm dia flush pipe. The closet shall be provided with black plastic seat and lid.

14.0 Urinals:

Urinals shall be of white vitreous china clay flat back type conforming to IS:2556-part VI. Urinal shall be of one-piece constructions with integral flushing rim. These shall be mounted on walls. The flushing inlet pipe connection piece shall be of P.V.C. 15mm dia and waste pipe 750mm long, 32mm dia, G.I. with necessary brass union and C.P. bottle tap. Rawl plug and C.P. brass screws shall be used for fixing the urinals. Fixing shall ensure that no liquid left over in the pan after flushing. Urinals shall be connected to automatic flushing cistern either individually, or in groups. For set of three urinals one cistern of 15 liters capacity shall be provided.

15.0 Wash Basins:

Wash basins shall be white vitreous china clay flat back type conforming to IS:2556-part IV. Wash basin shall be of one-piece constructions including a combined over flow. This shall be

fitted on C.I. or M.S. brackets (Conforming to IS: 775). The wall side shall be fixed well flushed with the plaster of the wall and the joint, if any, shall be properly stopped with mortar and painted white. The basin shall be provided with two C.P. brass pillar cocks, 35mm dia C.P. brass waste trap, C.P. brass china, rubber stopper and 32mm dia, C.P. brass water pipe. The basin shall be fixed at 800mm above finished floor level or as directed by the site Engineer.

16.0 Beveled Edge Mirror:

The beveled edge mirror shall be of best quality of 'Hindustan Pilkington' or equivalent make approved by the Engineer-in-charge. The size of mirror shall be 600 X 450mm and of thickness 6mm mirror shall be provided with a backing of particle board sheet of 6mm thickness and fixed to wooden cleat with C.P. brass screws.

17.0 Bib and stop cocks:

Bib cocks and of screw down type shall conform to IS:781. All taps shall be of heavy grade and chromium plated brass. However, stop cocks can be of metal brass of standard weight not less than 400 grams.

18.0 G.I. Pipe and fittings:

All G.I. Pipe and fittings shall conform to IS:1239 and shall be of medium grade for water supply services. All screwed tubes and sockets shall pipe thread in accordance with the requirements specified in IS: 554. All fittings shall be of malleable galvanized iron approved by the Engineer in-charge. Fitting in G.I. line shall include all couplings, elbows, tees, bends, union nipples reducers, rubber insertion etc. No extra payment shall be made for these fittings. Payment shall be made on running meter basis. All pipes above ground shall fixed with GI holder bat clamps clear off the wall at 1-2 Meters. Centre to center as directed. All visible pipes and clamps inside and outside the buildings shall be painted with two coats of white paint or aluminum paint as directed by the site engineer. No extra payments shall be made for clamps, hooks, cuttings holes in walls, chasing and making good and same and or painting. All couplings, elbows, tees, bends, union, nipples, reducers, etc. shall also be deemed to be included and covered by the rates for running meters of G.I. pipes. All underground pipes shall have a minimum earth, cover of 600mm or as directed by the site engineer. No extra payment shall be made for excavation in trenches and refilling the same.

18.1 S.C.I Pipes and C.I. Spun pipes:

Sand cast iron pipes, socket and spigot shall be of standard quality conforming of IS:1729. C.I. (Spun) iron pipe shall conform to IS:1536 (latest). The spigot end of the pipe shall be inserted in the socket and right up to the back. Spur yarn shall be of clean hemp and of good quality. Spun yarn twisted into rope of uniform thickness and soaked in hot coal tar shall be inserted carefully into the socket two or three laps. Lead conforming to IS:782 in molten state shall then be poured into the joint filling the some in one pouring. The lead shall be caulked by proper tools to make it even all round. Quantity of lead used per joint for various sizes of pipes shall be as below.

Pipe Size	Quality of lead in kg. per joint
300mm	8.16
200mm	5.44
150mm	4.08
100mm	2.72

All pipes shall be fixed 25mm clear off the wall with M.S. holder bat clamps. All pipes and holder bat clamps shall be painted with two coats of primer of approved shade. All holes in walls and floors shall be made good with cement concrete 1:2:4 without any extra cost to the owner. Payment will be made on running meter basis inclusive of all materials, jointing, fitting and fixing in position pipes and specials such as bends, tees and vent cowls etc. C.I. Bends, tees, etc. shall conform to specifications mentioned hereafter for H.C.I. pipes. Bends shall be 90° standard bends. Jointing of these fittings, specials etc. with the main pipe shall be done in a manner as specified for joints of pipes.

19.0 Fixing and Jointing:

Pipes shall be secured to face of the wall, below all joints by standard holder bat clamps. The bat clamps shall consist of a cast iron base with a projecting "I" shaped lug, to the web of which the two semi-circular halves of the flat iron clamps are bolted. The base of the holder bat clamps shall be screwed on a pair of wooden plugs fixed in the wall with screw of designation No.18 of slotted counter sunk head wood screws driven through the holes in the base. The screws shall be not less than 75 mm long for 80mm diameter pipes and 100 mm for 100mm dia pipes. The plugs shall be fixed in the wall to be depth 15 cm, in cement mortar 1:2 (1 cement: 2 fine sand) centrally to the holes in the base of the clamps and with their front face projecting to such a length from the brick face that when the bat clamp is fixed, the outer face of its base shall be 11 X 5 cm wide at face increasing to 16 X 7 cm width at rear and shall be 7 cm deep throughout.

The finished pipe line shall be truly vertical or to lines and slopes as directed and shall be at a uniform distance of 40mm from the finished face of the wall.

20. Wood Work:

All wood works shall be 2nd class Indian Teak Wood unless otherwise specifically mentioned. The timber shall be of good quality, well-seasoned, uniform in colour, reasonably straight grain and shall be free from dead knots, cracks and sap wood. Permissible defects in the timber shall be as indicated in IS:883 (latest Edition). Hard and sound knots shall not be more than 25mm in diameter and the aggregate of all the live knots shall not exceed 1% of the area of the piece.

21. Cement Concrete Hume Pipes:

The pipes shall be with reinforcement conforming to IS:458 and class NP2. The pipes shall be centrifugally cast, true to shape, straight, perfectly sound and free from cracks and flaws. The external and internal surface of the pipe shall be smooth and hard. Wall thickness of the pipes shall be 25mm and 30 mm for 250 and 300 mm diameter pipes respectively.

The pipes shall be laid across the road, paths and similar locations for drainage purposes as per the drawings and instructions of the site Engineer. Two adjoining pipes shall be butted against each other and adjusted in correct position. The collar shall be slipped over the joint covering equally both pipes. The annular space shall be filled with stiff mixture of cement mortar 1:2 (1 cement : 2 fine sand).

22. Conduit System for Wiring and Electrical Works

Conduits used shall conform to IS:1553 and IS:732 and shall be black enameled and galvanised iron pipes. All conduit accessories shall be used. Conduits shall be fixed by heavy gauge saddles secured in an approved manner at an interval of not more than one meter. All elbows, tees, etc. the conduits placed in the concrete shall ensure proper clean cover in the concrete. All outlets of conduits system shall be properly drained and ventilated in order to minimize condensation or sweating. Chases shall be neatly filled up after the installation of conduits.

Regarding the makes of materials, only the makes mentioned in the list of materials enclosed may be supplied.

The measurement shall be made in meter. The rates shall include, supplying, laying and fixing conduit including spacers, saddles, screws rawl plugs, wooden plugs, plugging compound etc. All conduit fitting viz., tee, elbows, bends shall be included in the rate.

Drawings of all fabricated items like Switch Boards, M.V Panels, Distribution Boards, Power Boards shall be submitted and approval of the engineer shall be obtained before fabrication. Contractor shall arrange to take the engineer for inspection during fabrication of LT Panels. Wherever required by the engineer, sample of items shall be submitted for his approval before supply of items. The descriptive technical literatures and drawings shall be submitted along with the tender.

23. The contractors have to follow the safety regulations strictly.

Supply of cables should be in continuous lengths. No joints will be allowed. All Cable lengths, Switch Boards, MV Panels, Distribution Boards, Power Boards should be meggered and tested for the specified insulation level, before commissioning. Concrete cable route markers of standard size to be placed along the route of the cable at regular intervals of 10m at all turning points and at both ends of road crossing.

24. Specification for Anti Termite treatment works:

Prevention of the termite from reaching the super-structure of the building and its contents can be achieved by creating a chemical barrier-between the ground, from where the termites come and other contents of the building which may form food for the termites. This is achieved by treating the wall floor junction line and along the doors frame in the building with a suitable insecticide.

24.1 MATERIALS

Chemicals: The following chemical in water emulsion to achieve the percentage concentration specified against the chemical shall be used for anti-termite treatment.

Table of materials

Chemical	Relevant Indian Standard	Centration by Volume
1.(a) Chloropyrphos emulsifiable concentrate	IS: 8944	1.0%

Chemicals are available in concentrated form in the market and concentration is indicated on the sealed containers. To achieve the specified percentage of concentration, chemical should be diluted with water in required quantity before it is used. Graduated containers shall be used for dilution of chemicals with water in the required proportion to achieve the desired percentage of concentration. For example, to dilute chemical of 30% concentration. 59 parts of water shall be added to one part of chemical for achieving 0.5% concentration.

Contractor shall procure the chemical of required concentration in sealed original containers directly from the reputed and authorized dealer approved by the Engineer-In-Charge.

24.2 SAFETY PRECAUTIONS

All chemical used for ant termite treatment are poisons. These chemicals can have an adverse effect upon health when absorbed through the skin, inhaled as vapours or spray mists or swallowed.

The containers having emulsifiable concentrates shall be clearly labelled and kept securely closed in stores so that children or pet cannot get at them. Storage and mixing of concentrates shall not be done near any fire source or flame. Persons using these chemicals shall be warned that absorption through skin is the most likely source of accidental poisoning.

24.3 Treatment at Junction of the walls and the floor: To achieve continuity of the vertical chemical barrier on inner wall surfaces from the ground level, a small channel 30 x 30 mm shall be made at all the junctions of walls and columns with the floor (before laying the sub-grade) and rod holes made the channel upto ground level 150 mm apart and the chemical emulsion poured along the channel @ 7.5 litres per sqm of the vertical walls or column surfaces so as to soak the soil right to bottom. The soil shall be tamped back into place after this operation.

24.4 Measurements: All dimensions shall be measured corrected to a cm. The measurements for all the operations described above shall be the plinth area of the building in sqm at floor one level (ground floor/ basement in case of Underground/Semi Underground buildings). Nothing extra shall be measured for payment. Rate: The rate for the anti-termite treatments shall include the cost of all the materials and labour and all other inputs involved in all the operations described above.

25. Guarantee:

45The Anti Termite Treatment shall be guaranteed for a minimum period of up to date of expiry of the defects liability period.

26.0 SPECIFICATIONS FOR PVC DOOR

(WOODEN SHADE)

26.1 SINTEX DOOR SHUTTER - 301125 (29 MM Thickness) extruded PVC section the configuration of 'A' having an overall dimension of 59mm x 29mm with usual process variation having a wall thickness of maximum of 2mm with a variation of ± 0.3 mm. Provided with concealed all plastic reinforcement of the size 220mm x 135 mm at the corner. The shutter frames further have a pre laminated teakwood. finish with gloss for extra beauty. The Infill of

the door shutter is consisting of a seamless one-piece Multi chamber hollow extruded PVC section of the size of 762mm x 25mm or less as per requirement with an average wall thickness of 1 mm variation of ± 0.3 mm. Shall have all plastic reinforcement of the-size of 22mm x 22mm x 255mm at the position of lock-rail. The entire door shutter have S.S. screws at appropriate places for rust free quality. The elements like frame and Infill to be made in India and door to be assembled in a proper factory in India.

26.2 SINTEX DOOR FRAME (DWUF- 414, 40 X 48}

Sintex Door Frames are made from PVC extruded sections in an overall dimension of 40mm x 48mm with all thickness of $2\text{mm}\pm 0.3$ mm and with usual process variation. Reinforced with special polymeric reinforcement. The corner joints shall be miter cut and welded OR jointed by means of concealed cleats with necessary screws fitting. A tie rod will be provided at the bottom.

27.GENERAL INFORMATION:

The following types of Ceramic tiles are required to be supplied.

- a. Floor tiles for bath room,& toilet thickness as per BOQ Non slippery tiles.
- b. The materials shall conform to standard specifications and of first quality tiles free from cracks as per IS: 13755: 1993.
- c. All the materials supplied by the manufacturers is to be tested as per the standard practice and test certificates are to be furnished.
- d. The size of the tiles shall be as per the requirement
- e. General Shade of the tiles shall be IVORY or as apr approval of Engineer-in Charge.

DETAILED SPECIFICATIONS FOR CERAMIC TILES

- a. All the tiles shall confirm to standard specification and free from cracks.
- b. Quality Parameters

The tiles adequately meet the following standards.

- i. Size tolerance length and width: $\pm 75\%$
- ii. Thickness tolerance: $\pm 5\%$
- iii. Water absorption $\leq 6\%$
- iv. Scratch resistance: Hardness is around 6 for glazed and 7 for non-glazed tiles on MOH's scale.

SAFETY CODES

1. Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground or from solid constructions except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if ladder is used for carrying materials as well, suitable footholds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 14 (1/4 horizontal and 1 vertical).
2. Scaffolding or staging more than 3.25 meters above the ground or floor, swing or suspended from an overhead support, shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending

along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

3. Every opening in floor of building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 meter.
4. **DEMOLITION:** Before any demolition work is commenced and also during the process of the work.
 - a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by operator shall remain electrically charged.
 - c) No floor, roof, or other part of a building shall be over loaded with debris or materials as to render it unsafe.
5. 1) All necessary personal safety equipment as considered adequate by the Engineer-in-charge shall be available for use of persons employed on the site and maintained in a condition suitable for immediate use, and the sub-Contractor shall take adequate steps to ensure proper use of equipment by those concerned.
 - a) Workers employed on mixing asphalted materials, cement and lime mortars concrete shall be provided with protective footwear and protective goggles.
 - b) Those engaged in handling any material which is injurious to eyes shall be provided with protective goggles.
 - c) Those engaged in welding works shall be provided with welder's protective eye-shields.
 - d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - e) When worker are employed in sewers and manholes, which are in use the Contractor shall ensure that manhole covers are opened and manholes are ventilated it for an hour before workers are allowed to get in to them, Manholes so opened shall protected off with suitable railing and provided with warning signals or boards to prevent accident to public.
- 2) The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Whenever men above age of 18 are employed on the work of lead painting the following precautions shall be taken.
 - a) No paint containing lead or lead products shall be used except in the form of paste or readymade paints.
 - b) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - c) Overalls shall be supplied by the Contractor to workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

6. When work is done nearer any place where there is risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid and treatment of all injuries likely to be sustained during the course of the work.
7. Motors gearing, transmission, electric wiring and other dangerous parts of hoisting appliance shall be provided with efficient safeguards, hoisting appliances shall be provided with such means as will reduce to the minimum risk of accidental descent of load. Adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulation mats, working apparel such as gloves, sleeves and boots, as may be necessary, shall be provided; workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
8. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.
9. These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the workshop. Persons responsible for ensuring compliance with the safety codes shall be named therein by the sub-Contractor.
10. To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the sub-Contractor shall be open to inspection by the Engineer-in-charge or his representatives and the Inspecting Officers as defined in the Contract Labour Regulation.
11. Notwithstanding the above conditions 1 to 14, the Contractor is not exempted from the operation of any other Act or Rule in force.

MATERIALS USED IN CIVIL & ELECTRICAL WORKS

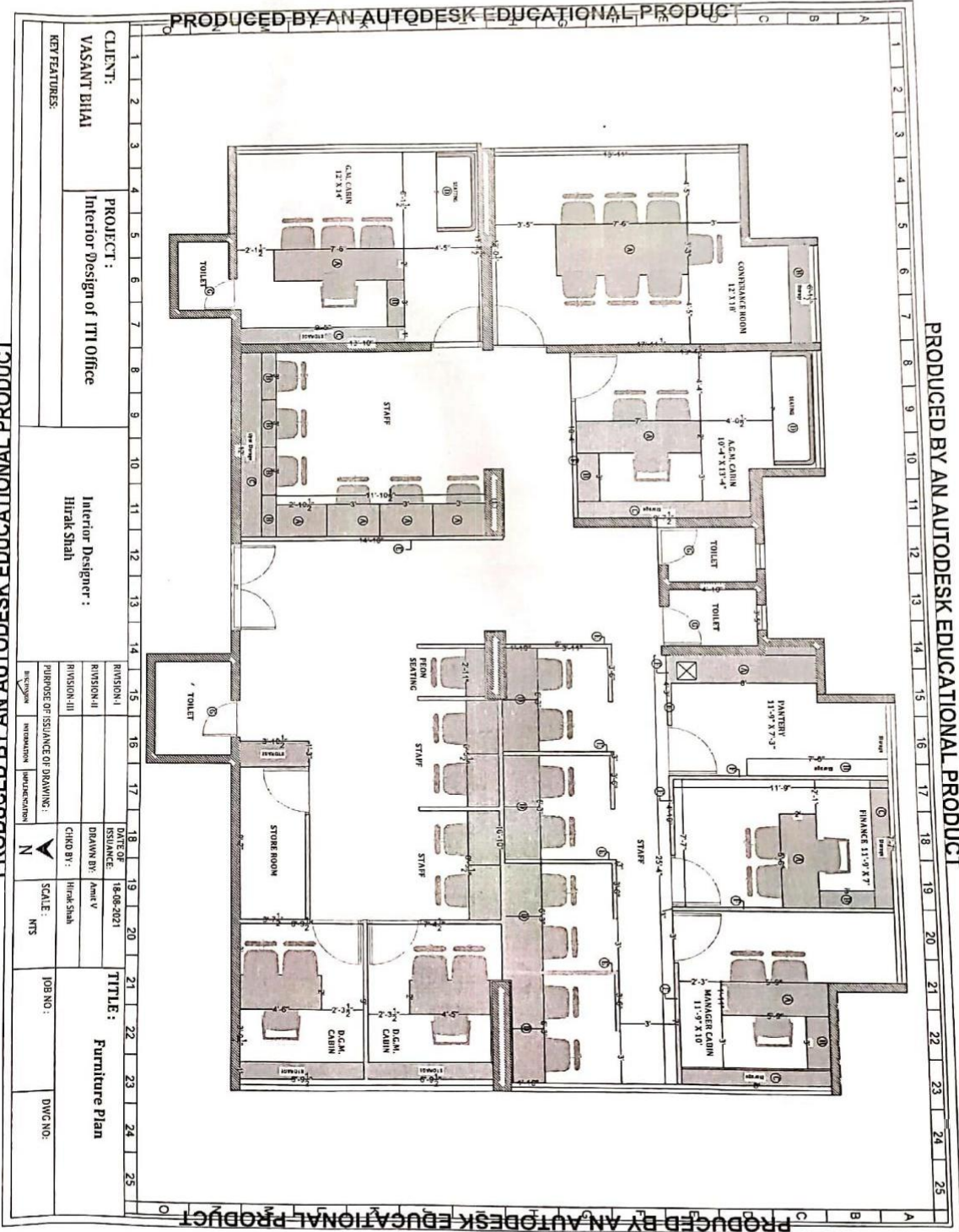
SNO.	DESCRIPTION	BRAND NAMES: OR EQUIVALENT		
1	Textured Exterior Paint	Akzonobel (Dulux)	Asian (Apex Ultima) Spectrum	Nerolac Kansai (Excel) Berger
2.	Synthetic Enamel Paint	Akzonobel (Dulux) Berger	Asian (Apolite)	Kansai Nerolac (Synthetic Enamel)
FLOORINGS				
3.	Ceramic Tiles / Glazed Tiles	Kajaria	Somany	NITCO
		Qutone	H&R Johnson	Vermora
4.	Vitrified Tiles (Antiskid / Matt / Glazed)	Somany	Kajaria	NITCO
		Qutone	H&R Johnson	Vermora
HARDWARE				
5.	Door Closer	Everite	Godrej	Hettich
		Hardwyn		
6.	Al. handles, tower bolts, aldrops	HINDALCO	JINDAL	
		Everite	OZONE	HARDIMA
PLUMBING & SANITARY				
7.	Sanitary Fittings & Accessories	Hindware	Kohler	Cera
			Somany	Kerovit
		Duravit		
8.	CP Brass Fittings	L&K	Kohler	Parryware
		Hindware		
9.	G.I. / M.S. Pipe	Tata	Jindal (Hissar)	Surya Prakash
		SAIL		
10.	G.I. Fittings	Unik	KS	Zoloto
		R-Brand	Surya	New
11.	HDPE Pipes	Reliance	Jain Irrigation	Oriplast
		Vertex	West Well	Supreme
		Vectus	APL Apollo	
12.	Float Valve	IVC	Leader	Zoloto
		KSB		
13.	CPVC Pipes & Fittings	AKG	Astral	Supreme
		Finolex	Surya Prakash	APL Apollo
		SFMC		
14.	Centrifugally Cast (Spun) Iron Pipes & Fittings	NECO	SKF	Electrosteel
		RPMF		
15.	Gun Metal Valves, Globes	Kartar	Castle	Zoloto
		Sant	L&K	

16.	Plastic Water Tank	Sintex	Plasto	Appolo
17.	Brass Stop & Bib Cock	Zoloto	Sant	L&K
		Leader	Astral	
18.	Gully Traps-SCI	Perfect	Hind	RK
19.	RCC Pipes (NP-2)	Lakshmi	Sood & Sood	Jain & Co.
		Pragati Concrete		
20.	Water Heater (Geyser)	Venus	Bajaj Spherhot	Photon
		Racold	Havells	Jaquar
		ELECTRICAL		
21.	MCB	Siemens	Legrand	Schneider
		ABB	Havells	L&T
		GE	IndoAsian	Control & Switchgear
22.	MCB / MPCB	Siemens	Legrand	Schneider (Acti 9)
		ABB	Havells	IndoAsian
		L&T (AU)	Control & Switchgear	
23.	Modular Type light & power Accessories (Switches, socket etc.) G.I. Switch Boxes	Legrand	Schneider	Havells
		Honeywell	L&T	MK
24.	Capacitor	Neputne-Ducati	L&T	Siemens
		Crompton Greaves	ABB	Schneider
25.	Lugs / Gland	Dowel	Comet	Braco
26.	PVC Conduit	AKG	BEC	Polypack
		Prince ISI Marked	Nor pack	PKS Export
		JPC		
27.	MS Conduit ISI Marked	BEC	AKG	NIC
		JPC	RMCON	
28.	Split AC 1.5 T, Inverter type	LG	Carrier	Voltas
		Samsung		
29.	Ceiling Fan / Exhaust Fan	Crompton Greaves	Havells	Usha
		Orient	Panasonic	Finolex
30.	Internal Lighting LED	Philips	Osram	Havells
		Wipro	Panasonic	Jaquar
		KeselecSchreder	Philips	Wipro
		Osram		

----- END OF SECTION -VIII -

PROPOSED PLAN OF THE BUILDING

2/3



SECTION-IX
PRICE BID

PART – A						
PART A1						
RATE FOR DISMANTLING CIVIL/PLUMBING ITEMS IN EXISTING BUILDING						
Sl. No.	Description	Unit	Qty.	Rate in figure	Rate in Words	RATE
1	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge.					
1.1	In cement mortar	Cum	7.230			
2	Dismantling aluminium/ Gypsum partitions, doors, windows, fixed glazing and false ceiling including disposal of unserviceable material and stacking of serviceable material with in 50 meters lead as directed by Engineer-in-charge	Sqm	29.96			
3	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	Sqm	575.26			
4	Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 metres lead.					
4.1	For thickness of tiles 10 mm to 25 mm	Sqm	52.38			
4.2	For thickness of tiles above 25 mm and up to 40 mm	Sqm	197.190			
5	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead :					
5.1	Of area 3 sq. metres and below	Each	4			
6	Taking out doors, windows and clerestory window shutters (steel or wood) including stacking within 50 metres lead :					
6.1	Of area 3 sq. metres and below	Each	4			
7	Disconnecting damaged overhead/terrace PVC water storage tank of any size from water supply line and removing from the terrace including shifting at ground level as per direction of Engineer-in- charge.	Each	1			

8	Dismantling of flushing cistern of all types (C.I./PVC/Vitrious China) including stacking of useful materials near the site and disposal of unserviceable materials within 50 metres lead.	Each	8			
9	Dismantling of C.I. sluice valve including stacking of useful materials within a lead of 50 metres					
9.1	Up to 150 mm diameter	Each	4			
10	Dismantling of spindle fire hydrant including stacking of useful materials within 50 metres lead and reuse the present one .	Each	1			
11	Dismantling 15 to 40 mm dia G.I. pipe including stacking of dismantled pipes (within 50 metres lead) as per direction of Engineerin-Charge.	Rmt	25			

Total cost for dismantling the existing building (Civil/Plumbing Items) - (A)

**PART A2
RATE FOR RENOVATING CIVIL/PLUMBING ITEMS OF EXISITNG BUILDING**

Sl. No.	Description	Unit	Qty.	Rate in figure	Rate in Words	RATE
1	Diluting and injecting chemical emulsion for POST-CONSTRUCTIONAL anti-termite treatment (including the cost of chemical emulsion):					
1.1	Along the external wall below concrete or masonry apron using chemical emulsion @ 2.25 liters per linear metre including drilling and plugging holes etc, With Chlorpyriphos/ Lindane E.C. 20% with 1% concentration	Mt	500			
1.2	Chlorpyriphos/ Lindane emulsifiable concentrate of 20% [Anti termite treatment]	Ltr	20			
2	CEMENT PLASTER (IN FINE SAND) 12 mm cement plaster of mix : 13.1.1					
2.1	1:4 (1 cement: 4 fine sand)	sqm	35.00			

3	Providing and laying Polished Granite stone flooring in required design and patterns, in linear as well as curvilinear portions of the building all complete as per the architectural drawings with 18 mm thick stone slab over 20 mm (average) thick base of cement mortar 1:4 (1 cement : 4 coarse sand) laid and jointed with cement slurry and pointing with white cement slurry admixed with pigment of matching shade including rubbing , curing and polishing etc. all complete as specified and as directed by the Engineer-in-Charge and Use that prenent existing Granite also.					
3.1	Polished Granite stone slab jet Black, Cherry Red, Elite Brown, Cat Eye or equivalent	sqm	6.00			
4	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	sqm	640.00			
5	Providing and laying vitrified floor tiles in different sizes (10 mm thick) with water absorption less than 0.08% and conforming to IS: 15622, of approved make, in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand), jointing with grey cement slurry @ 3.3 kg/ sqm including grouting the joints with white cement and matching pigments etc., complete					
5.1	Size of Tile 600x600 mm matt finish	sqm	190.000			
6	Providing and fixing Ist quality ceramic glazed wall tiles conforming to IS: 15622 (si), of approved make, in all colours, shades except burgundy, bottle green, black of size 300mmX450 mm 6mm thick shade ,as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete	sqm	76.00			

7	Providing and laying Ceramic glazed floor tiles of size 300mmx450 mm (thickness 6 mm) of 1st quality conforming to IS : 15622 of approved make in colours such as White, Ivory, Grey, Fume Red Brown, laid on 20 mm thick cement mortar 1:4 (1 Cement : 4 Coarse sand), Jointing with grey cement slurry @ 3.3 kg/sqm including pointing the joints with white cement and matching pigment etc., complete.	sqm	8			
8	Providing wood work in frames of doors, windows, clerestory windows and other frames, wrought framed and fixed in position with hold fast lugs or with dash fasteners of required dia & length (hold fast lugs or dash fastener shall be paid for separately).					
8.1	Second class teak wood	Cum	0.05			
9	Providing and fixing ISI marked flush door shutters conforming to IS : 2202 (Part I) decorative type, core of block board construction with frame of 1st class hard wood and well matched teak 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters.					
9.1	35 mm thick including ISI marked Stainless Steel butt hinges with necessary screws	sqm	5.00			
10	Wall painting with plastic emulsion paint of approved brand and manufacture to give an even shade:					
10.1	One or more coats on old work	sqm	580.00			
11	Finishing walls with Acrylic Smooth exterior paint of required shade :					
11.1	Old work (Two or more coat applied @ 1.67 ltr/ 10 sqm) on existing cement paint /wall Putty surface	sqm	62.00			

12	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately) :					
12.1	For fixed portion: Polyester powder coated aluminium (minimum thickness of polyester powder coating 50 micron)	Kg	420			
13	For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately).Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15)					
13.1	Powder coated aluminium (minimum thickness of powder coating 50 micron)	Kg	105			
14	Providing and fixing 12 mm thick prelaminated particle board flat pressed three layer or graded wood particle board conforming to IS: 12823 Grade I Type II, in panelling fixed in aluminum doors, windows shutters and partition frames with C.P. brass / stainless steel screws etc. complete as per architectural drawings and directions of engineerin-charge.					
14.1	Pre-laminated particle board with decorative lamination on both sides (white colour).	sqm	87.00			
15	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge . (Cost of aluminium snap beading shall be paid in basic item):					

15.1	With float glass panes of 5 mm thickness (weight not less than 12.50 kg/ sqm)	sqm	80.00			
16	Providing and fixing factory made uPVC door frame made of uPVC extruded sections having an overall dimension as below (tolerance ± 1 mm), with wall thickness 2.0 mm (± 0.2 mm), corners of the door frame to be Jointed with galvanized brackets and stainless steel screws, joints mitred and Plastic welded. The hinge side vertical of the frames reinforced by galvanized M.S. tube of size 19 X 19 mm and 1mm (± 0.1 mm) wall thickness and 3 nos. stainless steel hinges fixed to the frame complete as per manufacturer's specification and direction of Engineer-in-charge					
16.1	Extruded section profile size 42x50 mm	Mtrs	10.5			
17	30 mm thick factory made Polyvinyl Chloride (PVC) door shutter made of styles and rails of a uPVC hollow section of size 60x30 mm and wall thickness 2 mm (± 0.2 mm), with inbuilt decorative moulding edging on one side. The styles and rails mitred and joint at the corners by means of M.S. galvanised/ plastic brackets of size 75x220 mm having wall thickness 1.0 mm and stainless steel screws. The styles of the shutter reinforced by inserting galvanised M.S. tube of size 25x20 mm and 1 mm (± 0.1 mm) wall thickness. The lock rail made up of 'H' section, a uPVC hollow section of size 100x30 mm and 2 mm (± 0.2 mm) wall thickness fixed to the shutter styles by means of plastic/ galvanised M.S. 'U' cleats. The shutter frame filled with a uPVC multi-chambered single panel of size not less than 620 mm, having over all thickness of 20 mm and 1 mm (± 0.1 mm) wall thickness . The panels filled vertically and tie bar at two places by inserting horizontally 6 mm galvanised M.S. rod and fastened with nuts and washers, complete as per manufacturer's specification and direction of Engineer-in-charge.	sqm	7.50			
18	Providing and fixing white vitreous china pedestal type water closet (European type) with seat and lid, 10 litre low level white vitreous china flushing cistern & C.P. flush bend with fittings & C.I. brackets, 40 mm flush bend, overflow arrangement with specials of standard make as mentioned in tender, and mosquito proof coupling of approved municipal design complete, including painting of fittings and brackets, cutting and making good the walls and floors wherever required :					
18.1	W.C. pan with ISI marked white solid plastic seat and lid	Each	4			

19	Providing and fixing aluminium handles, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete :					
19.1	125mm	Each	11			
20	Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) :					
20.1	50 mm nominal bore	Each	5			
21	Providing and fixing aluminium hanging floor door stopper, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour and shade, with necessary screws etc. complete.					
21.1	Twin rubber stopper	Each	9			
22	Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern, (as per Make as mentioned in tender) including painting of fittings and brackets, cutting and making good the walls wherever require:					
22.1	White Vitreous China Flat back wash basin size 450x 300 mm with single 15mm C.P. brass pillar tap	Each	4			
23	White Vitreous China Surgeon type wash basin of size 660x460 mm with a pair of 15 mm C.P. brass pillar taps with elbow including operated levers	Each	1			
24	Providing and fixing mirror of superior glass (of approved quality) and of required shape and size with plastic moulded frame of approved make and shade with 6 mm thick hard board backing:					
24.1	Rectangular shape 453x357 mm	Each	5			
25	Providing and fixing PTMT towel rail complete with brackets fixed to wooden cleats with CP brass screws with concealed fittings arrangement of approved quality and colour.					
25.1	450 mm long towel rail with total length of 495 mm, 78 mm wide and effective height of 88 mm, weighing not less than 170 gms	Each	5			

26	Providing and fixing ISI marked aluminium butt hinges anodised (anodic coating not less than grade AC 10 as per IS: 1868) transparent or dyed to required colour or shade with necessary screws etc. complete:					
26.1	125 x 75 x 4 mm	Each	35			
27	Providing and fixing aluminium tower bolts, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete :	Each	22			
27.1	Providing and fixing bright finished brass 100 mm mortice latch and lock with 6 levers and a pair of lever handles of approved quality with necessary screws etc. complete.	Each	2			
28	Providing and fixing bright finished brass flush bolts with necessary brass screws etc. complete :					
28.1	250mm	Each	4			
29	Providing and fixing aluminium extruded section body tubular type universal hydraulic door closer (having brand logo with ISI, IS : 3564, embossed on the body, door weight upto 36 kg to 80 kg and door width from 701 mm to 1000 mm), with double speed adjustment with necessary accessories and screws etc. complete	Each	7			
30	Providing 40x5 mm flat iron hold fast 40 cm long including fixing to frame with 10 mm diameter bolts, nuts and wooden plugs and embedding in cement concrete block 30x10x15cm 1:3:6 mix (1 cement : 3 coarse sand : 6 graded stone aggregate 20mm nominal size).	Each	16			
31	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, i/c fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases in the wall and making good the same including testing of joints complete as per direction of Engineer in Charge . Note : Consider dia of pipe as per site requirements .					
31.1	25 mm Dia pipe	Rmt	15			
31.2	35 mm Dia pipe	Rmt	15			
32	Providing and fixing chromium plated brass butt hinges with necessary chromium plated brass screws etc. complete.					

32.1	125x70x4 mm (ordinary type	Each	4			
33	Providing and fixing 150 mm bright finished floor brass door stopper with rubber cushion, necessary brass screws etc. to suit shutter thickness complete	Each	2			
34	Providing & fixing plastic water storage tank of 1000Litr capacity including jointing of pipes & necessary float valve fittings	Nos	1			
35	Providing and fixing 12 mm thick prelaminated particle board flat pressed three layer or graded wood particle board conforming to IS: 12823 Grade I Type II, in panelling fixed in aluminum doors, windows shutters and partition frames with C.P. brass / stainless steel screws etc. complete as per architectural drawings and directions of engineerin-charge.					
35.1	Pre-laminated particle board with decorative lamination on both sides (white colour).	sqm	31.61			
36	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately) :					
36.1	For fixed portion: Polyester powder coated aluminium (minimum thickness of polyester powder coating 50 micron)	Kg	42.25			
Total cost for renovating the existing building (Civil/Plumbing Items) - (B)						
PART – B						
PART B1						
RATE FOR DISMANTLING ELECTRICAL ITEMS OF EXISTING BUILDING						
Sl. No.	Description	Unit	Qty.	Rate in figure	Rate in Words	RATE
1	Dismantling of over head lines comprising of copper/ aluminium over head conductor, G.I. wire, cross arms, insulators etc. as required	Kg	100			

2	Dismantling of ceiling fan and painting the same with with one or more coats of spray painting with synthetic enamel paint of approved brand and manufacture to give an even shade, including cleaning of surface with detergent and replacing the damaged rubber reel, nuts and bolts with washers and safety pins, reinstalling the same as required.					
2.1	Fans and Lights	Each	36			
3	Dismantling of all electrical fittings Ex. Switches ,Switch boards, Sockets, Modules ,Main Boards Etc including disposal of unserviceable material and stacking of serviceable material with in 50 meters lead as directed by Engineer-in-charge.	Points	70			

Total cost for dismantling the existing building (Electrical Items) - (C)

**PART B1
RATE FOR RENOVATING ELECTRICAL ITEMS OF EXISTING BUILDING**

Sl. No.	Description	Unit	Qty.	Rate in figure	Rate in Words	RATE
1	Wiring for group controlled (looped) light point/fan point/exhaust fan point/ call bell point (without independent switch etc.) with 1.5 sq. mm FRLS PVC insulated copper conductor single core cable in surface/ recessed PVC conduit, and earthing the point with 1.5 sq. mm FRLS PVC insulated copper conductor single core cable etc. as required.					
1.1	Group C	Points	45			
2	Wiring for circuit/ sub-main wiring along with earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed medium class PVC conduit as required					
2.1	2 X 1.5 sq. mm + 1 X 1.5 sq. mm earth wire	Mtrs	210			
2.2	2 X 2.5 sq. mm + 1 X 2.5 sq. mm earth wire	Mtrs	150			
2.3	2 X 4 sq. mm + 1 X 4 sq. mm earth wire	Mtrs	75			
2.4	2 X 6 sq. mm + 1 X 6 sq. mm earth wire	Mtrs	45			
3	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.					
3.1	5/6 A switch	Each	64			
3.2	15/16 A switch	Each	35			

3.3	3 pin 5/6 A socket outlet	Each	25			
3.4	6 pin 15/16 A socket outlet	Each	65			
3.5	Telephone socket outlet	Each	45			
4	Supplying and fixing following size/ modules, GI box alongwith modular base & cover plate for modular switches in recess etc. as required.					
4.1	1 or 2 Module (75mmX75mm)	Each	75			
4.2	3 Module (100mmX75mm)	Each	45			
4.3	4 Module (125mmX75mm)	Each	10			
4.4	6 Module (200mmX75mm)	Each	52			
4.5	8 Module (125mmX125mm)	Each	9			
4.6	12 Module (200mmX150mm)	Each	9			
5	Supplying and fixing of following sizes of medium class PVC conduit along with accessories in surface/recess including cutting the wall and making good the same in case of recessed conduit as required.					
5.1	20 mm	Mtrs	190			
5.2	25 mm	Mtrs	90			
5.3	32 mm	Mtrs	25			
6	Supplying and drawing of UTP 4 pair CAT 6 LAN Cable in the existing surface/ recessed Steel/ PVC conduit as required.					
6.1	1 run of cable	Mtrs	85			
7	Supplying and drawing following pair 0.5 mm dia FRLS PVC insulated annealed copper conductor, unarmored telephone cable in the existing surface/ recessed steel/ PVC conduit as required					
7.1	4 Pair	Mtrs	85			
8	Supplying and drawing co-axial TV cable RG-6 grade, 0.7 mm solid copper conductor PE insulated, shielded with fine tinned copper braid and protected with PVC sheath in the existing surface/ recessed steel/ PVC conduit as required	Mtrs	85			
DISTRIBUTION BOARDS						

9	Supplying and fixing following way, horizontal type three pole and neutral, sheet steel, MCB distribution board, 415 V, on surface/ recess, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, interconnections, powder painted including earthing etc. as required. (But without MCB/RCCB/Isolator					
9.1	4 way (4 + 12), Double door	Each	4			
9.2	6 way (4 + 18), Double door	Each	4			
9.3	8 way (4 + 24), Double door	Each	4			
10	Supplying and fixing 5 A to 32 A rating, 240/415 V, 10 kA, "C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required.					
10.1	Single pole	Each	60			
11	Supplying and fixing following rating, four pole, 415 V, isolator in the existing MCB DB complete with connections, testing and commissioning etc. as required					
11.1	40 A	Each	4			
11.2	63 A	Each	4			
11.3	100 A	Each	4			
12	Supplying and fixing 20 A, 240 V, SPN Industrial type socket outlet, with 2 pole and earth, metal enclosed plug top along with 20 A "C" curve, SP, MCB, in sheet steel enclosure, on surface or in recess, with chained metal cover for the socket out let and complete with connections, testing and commissioning etc. as required.	Each	4			
13	ELECTRICAL FIXTURES					
13.1	Providing and fixing the 20W LED Tube lights With fixtures as per make mentioned in tender	Each	15			
13.2	Providing and fixing of Ceiling fan 1200 mm sweep, rating 70 - 80 Watt and having max RPM>350 as per make mentioned in tender	Each	15			
13.3	LED Strip Light 5m Length Each Wipro or Equivalent	Each	2			
13.4	Decorative LED down lighters lamps 3-6 w as per approved make	Each	8			
14	AIR CONDITIONING					
14.1	Providing and fixing Following 3 star AC units with indoor and outdoor units complete including installation charges as per approved make mentioned in tender					

14.1.1	Providing and fixing High Wall mounted Split AC Unit Inverter , 3 star 1.5 T, as per approved make mentioned in tender	Each	8			
Total cost for renovating the existing building (Electrical Items) - (D)						
Grand total for renovating the existing building (A+B+C+D)						

Note :-

1. Rates are to be quoted excluding GST , will be paid additionally.
2. Dismantling of good condition material should be done without a damages and reuse the good conditioned materials wherever necessary as per the engineer guidance.
3. Labour rates are exclusive of contractor's profit and overheads and are inclusive of days for weekly day of rest

---END OF SECTION IX---