

# TENDER

FOR

**MANUFACTURING, SUPPLY AND FIXING OF HOSTEL  
FURNITURE LIKE WOODEN COT, TABLE, ETC., AT  
CDFD HOSTEL BUILDING, UPPAL, HYDERABAD**

**“TECHNICAL BID”**

**January, 2017**



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**CENTRE FOR DNA FINGERPRINTING AND DIAGNOSTICS  
UPPAL, HYDERABAD, TELANGANA**

Telephone :040-27209450  
Website :[www.cdfd.ord.in](http://www.cdfd.ord.in)

**CENTRE FOR DNA FINGERPRINTING AND DIAGNOSTICS**

[An Autonomous Institution of the Department of Biotechnology]

**Hyderabad 500 039**

Tender No: CDFD/ENGG/Civil/Works/2016-17/14

Dated: 06-01-2017

**NOTICE INVITING TENDER**

**1. Tender Notice:**

Sealed Tenders in two bid system are invited on behalf of the Director, CDFD from approved and eligible contractors those who have carried out similar types of works for Government, Semi-govt. organizations, Public sectors, Autonomous organizations for the work as detailed below:

a)	Name of the Work and Estimated Cost	Manufacturing, supply and fixing of Hostel furniture like Wooden cot, Table, etc., at CDFD, Hostel building, Uppal.
b)	Estimated Cost	₹ 27.60 Lakhs
b)	Earnest Money Deposit	₹ 55,200/-
c)	Non-refundable cost of Tender document	₹1000/- in the form of Demand Draft drawn in favour of "The Director, CDFD, Hyderabad" from any Nationalized Bank.
d)	Pre-bid Meeting	16-01-2017 @ 1130 hrs
e)	Last date for Receipt of Tender	before 1100 hrs of 23-01-2017 in the office of: I/c-Engineering, CDFD Hostel & Residential Complex, Opp. to Uppal water tanks, Uppal, Hyderabad – 500039.
f)	Opening of Received Tenders	23-01-2017 @ 1130 hrs
g)	Time for completion of work	50 days

**2. Brief Scope of Work:**

Manufacturing, Supply and fixing of Wooden Single cot, Wooden Study table, Wooden open arm chair, Supply of Mattress and pillow.

**3. ELIGIBILITY CRITERIA:**

3.1 Tenderer should have satisfactorily completed atleast one similar work of minimum value of Rs.22.08 lakhs or atleast two similar works each of minimum value of Rs. 16.56 lakhs or atleast three similar works each of minimum of Rs.11.04 lakhs in any Government, Semi-govt organizations, Public sectors, Autonomous organizations during the last 5 (five) years prior to the last stipulated date of submission of the bid. Works completed prior to the cutoff date shall not be considered.

A Similar Work shall mean works of providing wooden furniture / Interior furnishing works like wooden partitions, wooden work stations, etc. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to last date of receipt of application for bids.

3.2 Certified/Attested Copy of Firm Registration Certificate, Dealership/Channel Partner Certificate

3.3 Should have had an average financial turnover of Rs. 27.60 lakhs on construction works during the last three years ending 31<sup>st</sup> March 2016. Copy of certificate from CA to be submitted.

3.4 Copy of PAN No. and TIN No. allotment letter.

#### **4. Method of Submission of Tender:**

The tender has to be submitted in three-cover system as follows:

- a. First sealed cover shall contain the Technical Bid and EMD amount and duly superscribed **“Technical Bid for Manufacturing, Supply and fixing of Hostel furniture like Wooden cot, table, etc., at CDFD Hostel building, Uppal, Hyderabad”**.
- b. Second sealed cover shall contain the duly filled and signed Price bid duly superscribed **“Price Bid for Manufacturing, Supply and fixing of Hostel furniture like Wooden cot, table, etc., at CDFD Hostel building, Uppal, Hyderabad”**.
- c. The third sealed cover shall contain both the two covers indicated at (a) & (b) above and duly superscribed **“Manufacturing, Supply and fixing of Hostel furniture like Wooden cot, table, etc., at CDFD Hostel building, Uppal, Hyderabad”**.

Sealed covers have to be addressed to “The Director, CDFD, Hostel and Residential complex, Opp. Uppal Water tanks, Uppal, Hyderabad – 500 039.

Tenderers may kindly note that the cover containing the Technical bid and EMD only will be opened in the first instance. The tenders of those firms/contractors whose EMD is not accepted or not submitted as stated above and technically not qualified, their price bid will not be opened.

Tenders received after due date/time either sent by post or submitted in person will not be considered.

## **5. Earnest Money deposit (EMD):**

- 5.1 The EMD mentioned against the above work shall be furnished in the form of Demand Draft in favour of “**The Director, CDFD, Hyderabad**” from any Nationalized Bank. The EMD of unsuccessful Tenderer shall be returned after Evaluation of technical bid.
- 5.2 Tenders received without EMD amount will not be considered. No request for exemption in payment of EMD will be considered.
- 5.3 The EMD amount will be forfeited if the successful tenderer fails to sign/execute the formal agreement within one week from the date of such intimation or fails to commence the work as per the workorder.

### **General:**

6. Date of commencement of work shall be reckoned from the tenth day of signing a formal agreement. A formal agreement with this Centre on Rs.100/- Non Judicial Stamp Paper has to be signed within one week from the date of intimation to this effect.
7. CDFD does not bind itself to accept the lowest or any tender and reserves the right to accept in whole or any part of the tender and tenderer shall be bound to perform the same at the rates quoted.
8. Tenderers are advised to visit the site before quoting their rates. Rates should include all taxes, duties, octroi, transportation, loading and unloading and labour charges etc., As such nothing extra under any circumstances will be entertained.
9. Income Tax and Works Contract Tax will be recovered from the bills of the successful tenderer.
10. Before Tendering, the tenderer shall inspect the site to fully acquaint himself, about the condition in the regard to accessibility of site, nature and extent of ground, working conditions of site and locality including stacking of materials, installations of tools and plants (T&P) etc., conditions affecting accommodation and movement of labour etc., required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the CDFD in any circumstances. The work is distributed in G+6 building.
11. Tenders submitted shall remain valid for 90 days from the date of opening for the purpose of acceptance and award of work, Validity beyond 90 days from the date of opening shall be by mutual consent.

12. The tenderer should see drawings and in case of doubt obtain required particulars, which may in any way influence his tender from the Engineer as no claim whatsoever will be entertained for any alleged ignorance thereof.
13. Tenderer shall quote rates both in figures and words. He shall also work out the amount for each item of work and write in both figures and words. On check, if there are differences between the rates quoted by the tenderer in words and the figures or in the amount worked out by them/him, the following procedure shall be followed:
  - 13.1 When there is a difference between the rates in figures and the words, the rates which correspond to the amounts worked out by the tenderer shall be taken as correct.
  - 13.2 When the amount of an item is not worked out by the tenderer or it does not correspond with the rate written either in figure or in words, the rate quoted by the tenderer in words shall be taken as correct.
  - 13.3 When the rates quoted by the tenderer in figures and in words tally but the amount is not worked out correctly the rate quoted by the tenderer shall be taken as correct and not the amount.
14. Except writing the rates and amount, the tenderers should not write any conditions or make any changes, additions, alterations and modifications in the printed form of tenders. **Tenderers who are desirous to offer rebate, the same should be mentioned only in the price bid document. Mentioning rates, amount, rebate other than in the price bid document will disqualify the tenderer.**
15. This Notice Inviting Tender (N.I.T) shall form the part of the Contract Document.
16. Tenderers shall sign and put their rubber stamp (seal) in each page of the priced schedule of quantity and also in each page where specifically indicated such as "Name & Address of the Tenderer", "Signature of Tenderer". Tender has to be submitted without any correction/over writing etc., in case of any correction or overwriting is made due to unavoidable reason or unforeseen reason, the same has to be attested and official stamp has to be affixed by the tenderer.
17. Some of the provisions of General Conditions of Contract are given below. Interpretation however shall be as given in the General Conditions of Contract which will be issued as part of tender document.

17.1 DEFECTS LIABILITY PERIOD: TWELVE (12) Months from the date of completion of the work.

17.2 MINIMUM VALUE OF WORK FOR THE INTERMEDIATE CERTIFICATE/PAYMENT: Rs.10,00,000/- (Rupees ten lakhs only) . Intermediate certificate for lesser amount can be admitted for payment at the discretion of In-charge Engineering.

17.3 SECURITY DEPOSIT: 5% of the total value of the work done including EMD amount will be withheld as Security Deposit. The recovery on this account will be made from the Running account Bills at 10% of the bill value till the full Security Deposit amount i.e 5% of the total bill value is recovered.

17.4 COMPENSATION FOR DELAY IN EXECUTION: The contractor shall pay as compensation an amount equivalent to 1% (one percent) per week, on the total value of work unfinished/uncompleted work, subject to a maximum of 5% of the Tendered value of the work, as compensation/penalty amount to the CDFD.

17.5 PERFORMANCE GUARANTEE: The successful tenderer has to deposit a sum equivalent to 5% of his / their tendered amount as Performance Deposit. This performance deposit amount will be refunded to the Contractor along with the final bill after satisfactory completion of the work, provided the work has been carried out in accordance with agreement provisions and the same is not forfeited for any reason.

18. Sealed tenders are to be deposited in the Box kept for the purpose in the Office of the I/c-Engineering, CDFD Hostel & Residential Complex, Opp. to Uppal water tanks, Uppal, Hyderabad – 500039

19. The Director, CDFD shall have the right to reject any or all tenders or the lowest or to accept other than the lowest or to accept any tender in full or in part without assigning any reasons thereof.

I/We ..... (Name of the Tenderer) fully agreeable to the above conditions and also for all the terms and conditions attached to this tender document.

NAME & ADDRESS OF THE TENDERER

SIGNATURE OF THE TENDERER

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## **INSTRUCTIONS TO TENDERERS**

1. Sealed tenders in two bid system for “Manufacturing, supply and fixing of Hostel furniture like Wooden cot, Table, etc., at CDFD, Hostel building, Uppal“.
2. Tender document shall be downloaded from CDFD website [www.cdfd.org.in](http://www.cdfd.org.in). Cost of tender document is Rs.1,000/- (Rupees one thousand only) to be submitted along with the Technical bid in the form of Demand draft taken in favour of Director, CDFD drawn from any Nationalized bank.
3. The tender is to be submitted with last date and time for submission in sealed cover superscribed with name of work as indicated in Notice Inviting Tender.
4. Earnest Money deposit in the form of crossed demand draft drawn in favour of Director, CDFD at any Nationalized bank at Hyderabad must accompany the tender. Tenders submitted without the prescribed earnest money deposit shall be summarily rejected.
5. The successful tenderer shall be required to execute an agreement with CDFD for carrying out the work as per the agreed conditions. The cost of stamp paper for the agreement shall be borne by contractor as per the state stamp act.
6. Diagrams shown in the document are indicative.
7. The successful tenderer may submit detailed drawing / design for each item of furniture, to the engineer in-charge of the work for approval. The drawing shall indicate clearly the measurements, materials, colours, etc. After approval of drawing the contractor has to make one sample for each furniture item for approval. The tenderer shall proceed with the manufacture only after the sample furniture and drawings are approved.
8. Time is essence of the contract. In order to complete the work within the schedule time the tenderer is required to submit a detailed programme chart for various activities.
9. The work includes supply of items to the CDFD, therefore the price quoted should inclusive of for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination.

## FORWARDING LETTER

To

The Director,  
CDFD Hostel & Residential Complex,  
Opp. to Uppal water tanks, Uppal,  
Hyderbad – 500039  
(Hereinafter referred to as the Centre)

Dear Sir,

I/We have read and examined the following documents relating to the work “Manufacturing, supply and fixing of Hostel furniture like Wooden cot, Table, etc., at CDFD, Hostel building, Uppal”.

- (a) Notice Inviting Tender
- (b) Conditions of Contract
- (c) Technical Specifications of Works
- (d) List of Approved Makes
- (e) Schedule of Quantity

Upon reading the terms and conditions contained or referred to therein and in accordance in all respect with the specifications design, drawings and other relevant details at the rates, I/We hereby tender for the execution of the works referred to in the aforesaid documents.

A sum of Rs.55,200/- is hereby forwarded in crossed Bank Draft No: \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ Bank favoring The Director, CDFD, Hyderabad as Earnest Money Deposit. If I/We fail to keep the tender open for a period of 90 days, validity after opening the tender(s) or make any modifications in the terms and conditions of the tender, which are not acceptable to the Centre, I/We agree that the Centre shall, without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely. Should this tender be accepted, I/We hereby, agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.

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

In the event of this Tender being accepted I/We agree to enter into an agreement as and when required and execute the contract according to your form of Agreement, within a month of receipt of work order, in default thereof, I/We do hereby bind myself/ourselves to forfeit the aforesaid initial security deposit.



I/We further agree to complete the work covered in the said schedule of quantities within 50 (fifty) days reckoned from the tenth day of issue of letter of intent.

I/We agree to pay the Government, General Sales Tax (State And Central), Excise and Octroi duties, Insurance, Seigniorage charges and all other taxes including works contract tax etc., at the rates prevailing from time to time as per VATC Act, as amended and rates quoted by me/us are inclusive of the same.

I/We agree to pay Income tax, to be deducted at source on the Gross value of the work done, and the rates quoted by me/we are inclusive of same.

I/We agree to get the work & workers to be engaged on the work at site and all materials and machinery collected and kept/operated at site for execution of the work. In case part work is taken over by the Employer before final completion of the whole work, such parts may not be covered by the insurance from the date of taking over that part of work by the Employer. All the rates quoted by me/ us are inclusive of the same in full and nothing extra shall be claimed anytime on account of any of these.

Yours faithfully,

Contractor's Signature

Address:

Date:

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## ARTICLES OF AGREEMENT

This Contract Agreement made the ..... day of ..... 2016 between

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(hereinafter called the "Employer") on the one part and

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(hereinafter called "The Contractor") on the other part, where as the Employer is desirous of getting the work of "Manufacturing, supply and fixing of Hostel furniture like Wooden cot, Table, etc., at CDFD, Hostel building, Uppal" executed and has caused drawings, conditions of contract, specifications and schedule of quantities etc., describing the works.

AND WHEREAS the SAID DRAWINGS numbered as per list attached inclusive of and the conditions of contract, specifications and schedule of quantities etc., have been signed by or on behalf of the parties hereto.

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

### **NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. In consideration of the said sum to be paid at the times and in the manner set forth in the said conditions, the contractor shall upon and subject to the said conditions, execute and complete the work shown in the said drawings and described in the said specifications.
2. The Employer shall pay the contractor the said sum or such sums as shall become payable hereunder at the times and in the manner specified in the said conditions.
3. Tender documents containing Notice to the Contractor, Conditions of Contract, Appendix thereto, Special Conditions of Contract, Specifications and Schedule of Quantities with the rates entered therein, shall be read and studied as forming part of this agreement and the parties hereto shall respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their part respectively in such conditions contained.
4. The contract is neither a fixed lumpsum contract or a piece work contract, but is a contract to carry out work in respect of the entire works to be paid for according

to actual measured quantities, including variations from BOQ at the rates contained in the Schedule of rates and Probable bill of quantities or as provided in the said conditions.

5. The Employer reserves to himself the right of altering the drawings and natures of the work, of adding/substitution to or omitting any items of work or having portions of the same carried out through alternate agencies without prejudice to this contract.
6. Time shall be considered as the essence of this agreement and the contractor hereby agrees to commence the work within 10 days reckoned from the date of issue of Letter of Intent to execute the work, as provided for in the said conditions and complete the entire work in subject to nevertheless to the provisions for extension of time.
7. This agreement and contract shall be deemed to have been made in Hyderabad and any questions or dispute rising out of or in any way connected with this Agreement and Contract shall be deemed to have arisen in Hyderabad and only the courts in Hyderabad shall have jurisdiction to determine the same.

AS WITNESS our hand this ..... day of ..... 2017.

Signed by the said in the presence of:

EMPLOYER

CONTRACTOR

WITNESS :

WITNESS :

NAME :

NAME :

ADDRESS :

ADDRESS :

## GENERAL CONDITIONS OF CONTRACT

### 1. INTERPRETATIONS:

In constructing these Conditions, the Specifications, the Schedule of quantities, Tender, Special Conditions and Contract Agreement the following words shall have the meaning herein assigned to them except where the subject or context otherwise required:

- a. "Employer" shall mean Director, Centre for DNA Fingerprinting and Diagnostics, Hyderabad or any officer authorized by the Director for the purpose.
- b. "Engineer/Engineer-in-charge" shall mean the Engineer designated by the Employer to superintend and perform other duties as indicated in the contract.
- c. "Contractor" shall mean the individual or Firm or Company, whether incorporated or not, undertaking the work and shall include the legal personal representative or such individual or the persons composing such Firm or Company or the successors of such Firm or Company and the permitted assignees of such individual or Firm or Company.
- d. "Work/Works" shall mean all work or works defined in schedule of quantities, specifications and such other work or works as the contractor may be entrusted with for carrying out under this contract.
- e. "Contract" shall mean the Articles of Agreement, the General Conditions, Special Conditions, the Appendix, the Schedule of Quantities, Specifications and drawings etc., attached hereto and duly signed.
- f. "Contract Price" shall mean the sum named in the Tender, subject to such amount additions thereto or deductions there from as may be made under the provisions, hereinafter contained.
- g. "Site" shall mean the lands and other places as shown on the site plan, on which the works are to be, provided, by the Employer for the purpose of the Contract.
- h. "Drawings" shall mean the drawings referred to in the contract etc., and any modifications of such drawings approved in writing by the Employer and such other drawings as may from time to time be furnished or approved in writing by the Employer.
- i. "Notice in Writing" or written notice shall mean a notice in writing, typed or printed characters sent (unless delivered personally or otherwise provided to have been received) by registered post to the last known private or

business address or registered office of the address and shall be deemed to have been received, when in the ordinary course of post, it would have been delivered.

- j. "Act of Insolvency" shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any act amending such original.
- k. "Net Prices" if in arriving at the Contract Amount, the contractor has added to or deducted from the total of the items of the Tender any sum, either as a percentage or otherwise, then the net price of any items, in the tender, shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender, as the price of that item, a similar percentage or proportionate sum. Provided always that in determining the percentage or proportion of the sum so added or deducted by the contractor, the total amount of any Prime cost items and provisional sums of money shall be deducted from the total amount of the Tender. The expression "net rates" or "net prices" when used with reference to the contract or account shall be held to mean rates or prices so arrived at.
- l. "Virtual Completion" shall mean that the work is in the opinion of the Employer, sufficiently completed for occupation by the Employer, in relation to the scope of work of this contract.
- m. Words importing persons include firms and corporations. Words importing the singular only, also include the plural and vice versa, where the context requires.

2. **SCOPE OF CONTRACT:**

The contractor shall carry out and complete the said work in every respect in accordance with this contract with the directions of and to the satisfaction of the Employer. Employer may issue written instructions, details, directions and explanations, in regard to:

- a. The variations or modifications of the designs, quality or quantity of works or the addition or omission or substitution of any work.
- b. Any discrepancy in the drawings or between the Schedule of Quantities/ or drawings and/or specifications etc.
- c. The removal and/or re-execution or any works executed by the contractor.
- d. The removal from the site of any material brought there on by the contractor and the substitution of any other material therefrom.
- e. The dismissal from the works of any person employed thereupon.

- f. The opening up for inspection of any work covered up.
- g. The amending and making good of any defects under clause "Removal of Improper works and Materials".

3. **DRAWINGS AND SPECIFICATIONS:**

The Contractor shall execute whole and every part of the work in the most substantial and workman like manner both as regards material and otherwise in every respect in accordance with the specifications. The contractor shall also conform exactly and faithfully to the design, drawings and instructions given in respect of the work by the Engineer. The contractor shall be furnished free of charge one copy of such specifications and all such designs, drawings and instructions as are not included in the printed publications.

4. **SUFFICIENCY OF TENDER:**

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

5. **SCHEDULE OF QUANTITIES:**

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

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

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

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

The contractor shall provide at his own cost all materials (except such materials, if any as may in accordance with the contract be supplied by the Employer) plants, tools, appliances, implements, ladders, scaffolding, temporary works etc., requisite or proper for the execution of the work whether original, altered or

substituted and whether included in the specifications or other documents forming part of the contract or which may be necessary for the purpose of satisfying or complying to the requirements of Engineer in charge, as to which under these conditions he is entitled to be satisfied together with carriage therefrom to and from the work. The contractor shall also supply without charge requisite number of persons with means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer in charge at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract and/of from his Security Deposit.

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

The contractor shall provide himself with requisite quantity and quality of water for carrying out the works at his own cost. However, if the contractor is permitted to make his own arrangement to draw water from a well, hand-pump or natural river or pond of the Employer, No charges will be made for the water drawn from the same, but the contractor will make good any damage done to the installations and ensure that the quality of water used in the work is conforming to BIS codes and provide for any treatment at this own cost.

The contractor shall be allowed to construct temporary wells in Employers land for taking water for construction purpose only after he has permission of the Employer in writing. No charges shall be recovered from the contractor on this account but the contractor shall be required to provide necessary safety arrangement to avoid any accident or damage to adjacent building, roads and service lines. He shall be responsible for any accident or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

Temporary Electrical connections shall be obtained by the contractor to facilitate execution and completion of work at their cost and all the charges there of should be borne by them.

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

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

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

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

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

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

The contractor shall indemnify the Employer against all claims in respect of patent rights, designs, trade marks or name or other protected rights in respect of any constructional plant, machine, work or material used for or in connection with works or temporary works and from and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has informed the Employer, before any such infringement



and received their permission to proceed, and shall himself pay all royalties, licence fees, damages, cost and changes of all and every sort that may be legally incurred in respect thereof.

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

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

In case of non-availability of specified Make/brand of any material including steel and cement the alternate make/brand will be given by the Employer.

9. **THE SETTING OUT:**

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

10. **REMOVAL OF ALL OFFENSIVE MATTERS:**

All soil, filth or other matter of an offensive nature, taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface, but shall at once be carried out away by the contractor to some pits or place provided by them and shall be disposed off as per the rules and regulations of the Local authorities concerned.

11. **WORKS TO BE OPEN FOR INSPECTION:**

All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer to visit the works shall have been given to the contractor, either himself be present to receive order and instruction or have a responsible agent duly accredited in writing present for that purpose.

The contractor shall give not less than seven days notice in writing to the Engineer In-charge before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up and placed beyond the reach of measurement, any work without the consent in writing of the Engineer and the Engineer shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or the Engineer's consent obtained the same shall be uncovered at the contractors expense or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

12. **CONTRACTOR'S SUPERINTENDENCE & REPRESENTATIVE ON THE WORKS:**

The contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Employer may consider it necessary until the expiration of the "Defects Liability Period". The Contractor shall meet the Engineer-In-Charge/Engineer, whenever required and so informed by the Employer.

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

13. **DISMISSAL OF WORKMEN:**

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

14. **ACCESS TO WORKS:**

The Employer/Engineer-In-charge and any person authorised by them shall at all reasonable times have free access to the works and to the workshops, factories or other places where materials are being prepared or constructed by the contract and also to any place where the materials are lying or from which they are being obtained. The Contractor shall give every facility to the Employer and their representatives for inspection and examination and test of the materials and workmanship. No person, unless authorised by the Employer, except the

representatives of Public authorities, shall be allowed on the works at any time. If any work is to be done at a place other than the site of works, the contractor shall obtain the written permission of the Employer for doing so.

15. **EMPLOYER'S REPRESENTATIVE:**

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

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

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

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

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

17. **SUB-CONTRACTORS:**

The Employer reserves the right to use the premises and any portion of the site for the execution of any work not included in the contract. The contract is to afford all reasonable facilities to all sub-contractors, specialists, merchants, tradesman and others who may at any time be appointed by the Employer for

executing any work or supplying any goods relating to the constructions, servicing, equipping or furnishing of the work under this contract.

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

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

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

The rate of items not included in the bill of quantities shall be settled by the Employer in accordance with the provisions of clause 21, hereof.

19. **VARIATION & PRICE FOR VARIATION**

- 19.1 The Engineer–In-Charge with the approval of the Employer shall have power to make any alterations/omissions/additions and /or substitutions from the original specifications, drawings, designs and written instructions and such alterations, omissions, additions, substitutions shall not invalidate the contract and any altered additional or substituted work which the contractor may be directed to do in the manner specified above as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The rates for such altered, additional or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order.
- 19.2 If the rates for the altered, additional or substituted work are specified in the contractor the work, the contractor is bound to carry out the altered, additional or substituted work at the same rates as are specified in the contract for the work.
- 19.3 If the rates for the altered, additional or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a similar class of work as are specified in the contract for the work.
- 19.4 If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (2) and (3) above, then the contractor shall, within 10 working days from the date of receipt of the order to carry out the work through notice in writing, inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, supported by analysis of the rate claimed which shall be based on actual cost of work + 15% for overhead and profit. The analysis of actual cost of work based on prevailing market rates shall be prepared and approved by the Employer.

19.5 Under no circumstances, the contractor shall suspend the work on the plea of non-settlement of rates of items.

20. **MEASUREMENTS OF WORKS:**

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

21. **UNFIXED MATERIALS:**

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

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

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

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

23. **DEFECTS AFTER COMPLETION:**

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

24. **CERTIFICATE OF VIRTUAL COMPLETION:**

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

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

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

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

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

and also in respect of any award of compensation or damages consequent upon such claim.

The Contractor shall reinstate all damages caused during contract period, so as to deliver up the whole of the contract works complete and perfect in every respect.

The contractor shall indemnify the Employer against all claims which may be made against the Employer, by any member of the Public or other party, in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own cost, effect and maintain until one month after the works are taken over by the Employer or three months after the date of completion of the contract with an approved office, a policy of Insurance in the joint names of the Employer and the contractor against such risks and signing of the contract. The contract shall also indemnify the employer against all claims which may be made upon the Employer whether under the Workmen's compensation act or any other stature in force during the currency of this contract or at common law in respect of any employees of the contractor or of any sub-contractor and shall at his own expense effect and maintain until one month beyond the virtual completion of the contract, with an approved office. A policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Employer from time to time, during the currency of the contract.

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

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

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

27. **COMMENCEMENT AND COMPLETION:**

Date of commencement of work shall be reckoned from the tenth day of signing a formal agreement. A formal agreement with this Centre on Rs.100/- Non Judicial Stamp Paper shall be signed within one week from the date of intimation to this effect. The time allowed to complete the work as entered in the tender is **50 (fifty) days** from the date of commencement of work.

28. **NOTICES:**

Notices for the Employer, or the Contractor may be served in person by obtaining a personal endorsement or may be sent to their respective Registered Office addresses by registered post with acknowledgment due, or may be sent to an address specified by them by registered post with acknowledgment due. Any notice sent by registered post shall be deemed to have been served at the time when in ordinary course of time it would be delivered.

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

29.1 If the works be delayed by:

- a. force majeure, or
- b. abnormally bad weather, or
- c. reason of proceedings taken on threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise, than through the contractor's own default, or
- d. civil commotion, local commotion of workmen or strike or lock-out affecting any of the trades employed on the work, or
- e. delay on the part of other contractors or tradesman engaged by Engineer-in-charge in executing work not forming part of the contract.

then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the works.

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

29.3 In the event, the value of work exceeds the value of the Bill of quantities owing to variations the contractor shall be entitled to ask for extension of time in proportion the increased value of work.

30. **SUSPENSION OF WORK BY CONTRACTOR:**

- a. The Employer may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damages in respect of any breaches of the contract and without prejudice to any rights or



remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice absolutely determine the contract in any of the following cases:

- i) If the contractor having been given by the Engineer a notice to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improve or un-workman-like manner shall omit to comply with requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that in the judgement of the Employer (which shall be final and binding) he will be unable to ensure completion of the work by the date for completion or he has already failed to complete the work by that date.
  - ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court of creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
  - iii) In the contractor commits breach of any of the terms and condition of this contract.
  - iv) If the contractor commits any acts mentioned in Clause 16 hereof.
- b. When the contractor has made himself liable for action under any of the cases aforesaid, the Employer shall have the following powers:
- (i) To determine or rescind the contract as aforesaid for which termination or rescission notice in writing to the contractor under the hand of the Employer shall be conclusive evidence. Upon such determination or rescission the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.
  - (ii) The Engineer may employ labour paid by the Employer and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of contract. The certificate of the Engineer as to the value of the work done shall be final and conclusive against the contractor, provided always that the action under the sub clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Employer are less than the amount payable to the contractor at his agreement rates, the difference should not be paid to the contractor.
  - (iii) After giving notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to

give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which exceed the certificate in writing of the Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Employer under this contract or any other account whatsoever or from his security deposit.

(iv) In the event any one or more of the above courses being adopted by the Employer 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 engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

31 **CERTIFICATES AND PAYMENTS:**

- a. No payments shall be made for a work estimated to cost Rupees twenty lakhs or less till the whole of the work shall have been completed and certificate of completion given. But in the case of a work estimated to cost more than Rupees twenty lakhs, the contractor shall, on submitting the bill be entitled to receive a monthly payment proportionate to the part of the work executed and to the satisfaction of the Engineer, whose certificate of the sum so payable shall be final and conclusive against the contractor, provided the amount of work done is as per the value of intermediate certificate or for a lesser amount at the discretion of the Engineer as mentioned in the NIT. All such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the contract, of any 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 Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within two months of the date fixed for the completion of work. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months or six months as the case may be.
- b. Whenever there is likely to be delay in recording detailed measurements for making a running payment, advance payment without detailed measurements for

work done worked out at 75 percent of the tendered rates for assessed quantities may be made in running account bills by the employer on the basis of a certificate from the Engineer-in-charge. The advance payments so allowed shall be adjusted in the subsequent running bills by taking detailed measurements thereof. Final payments shall be made only on the basis of detailed measurements.

- c. A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer on printed forms obtainable from the Engineer's office. The Engineer shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted as far as possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, an authorized representative to measure up the said work in the presence of the contractor whose signature to be measurement will be sufficient warrant and the Engineer may prepare the bill from such measurements.
- d. Before taking any measurement of any work the Engineer or his authorized representative deputed by him shall give reasonable notice to the contractor. If the contractor fails to attend after such notice or fails to sign or to record the difference within a week from the date of measurement in the manner required by the Engineer then in any such event the measurements taken by the Engineer or by the authorized representative deputed by him as the case may be, shall be final and binding on the contractor shall have no right to dispute the same.
- e. The charges in the bills shall always be entered at the rates specified in the agreement or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the agreement at the rate determined. However in case of partially executed items of work, the Employer at his discretion allows proportionate rates for such items of work as determined by the Engineer whose certificate of the sum so payable shall be final and conclusive against the contractor.

32. **IN CASE OF DEATH OF CONTRACTOR :**

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Employer shall have the option of terminating the contract without compensation to the contractor.

33. **TERMINATION OF CONTRACT BY THE EMPLOYER:**

If the contractor being an individual or a firm, commit any act of insolvency, or shall be adjudged as Insolvent or being an incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the Supervision of the Court and of the Official Assignee of the Liquidator in such acts of insolvency or winding up, shall be unable within seven days after notice to him requiring him to do so, to show to

the reasonable satisfaction of the Employer that he is able to carry out and fulfill the contract, and to give security thereof, if so required by the Employer.

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

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

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

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

- a. has abandoned the contract or
- b. has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days, after receiving from the Employer written notice to proceed, or
- c. has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- d. has failed to remove materials from the site or to pull down and replace work for 7 days after receiving from the Employer written notice that the said materials or work were condemned and rejected by the Employer under these conditions, or
- e. has neglected persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the Contractors for 7 days after written notice shall have been given to the contractor requiring the contractor to observe or perform the same, or
- f. has to the detriment of good workmanship or in defiance of the Employer's instructions to the contrary, sublet any part of the contract.

34. **ARBITRATION:**

- a. Except where otherwise provided in the contract, all questions and disputes relating to the interpretation of the specifications, designs, drawings and instructions therein before mentioned and as to the quality or workmanship or materials used on the work or as to any other question, claim, right, matter of thing whatsoever in any way arising out of or relating to the contract, designs, specifications, estimates, instructions, orders on these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Employer. The arbitrator to whom the matter is originally referred being unwilling or unable to act for any reason, the Director shall appoint another person to as arbitrator in accordance with the terms of the contract. Such person shall be

entitled to proceed with the reference from the stage at which it was left by his predecessor. The arbitrator shall give a speaking award. The award of the arbitrator shall be final and binding on the parties. The cost of the Arbitrator shall be borne equally by both the parties.

- b. It is also a 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.
- c. It is also a term of the contract that if the contractor does not make any demand for arbitration in respect of any claim in writing within 90 days of receiving the intimation from the Employer that the final bill is ready for payment, the claim of the contractor will be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims.
- d. Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration reference under this clause.
- e. This contract is under jurisdiction of court at Hyderabad.

35. **DISMANTLED MATERIAL:**

The contractor shall treat all material obtained during dismantling of a structure, services sub systems/installations, excavations of the site for a work etc., as employer's property and such material shall be disposed of to the best advantage of the Employer according to the instructions issued in writing by the Engineer.

36. **SECURITY DEPOSIT :**

The contractor shall permit the Employer at the time of making any payment to him for the work done and measured to deduct the sum at the rate of 10% of the gross value of work done in each running bill along with the Earnest Money if any, as already deposited by the contractor will amount to full Security Deposit amount i.e., 5% of the total bill value of work done. The Earnest Money and Security deposit thus paid shall be held by the Employer, as security deposit, for due execution and fulfillment of the contract, till the completion of the work and defect liability period in all respects and shall not bear any interest.

Security Deposit amount will be released after completion of Defects liability period. No partial refund of security deposit shall be made during the Defects liability period. In case the final bill is not settled within stipulated period for reasons beyond control and the Employer is satisfied that the Security deposit is not required for adjustment of Employers dues or whatsoever dues either in this

or any other contract then this security deposit either in full or in part could be refunded at the sole discretion of the Employer.

In case of termination of contract, this security deposit shall be forfeited and amount necessary to make up this amount shall be recovered from money due to the contractor under this contract, or any other contract with the Employer.

37. **PERFORMANCE GUARANTEE:**

Performance Guarantee may be taken from the contractor before the award of work, by the Officer authorized to award the contract, if and where considered necessary, to ensure that a part or whole of the contract is completed by the contractor. In case of non-performance, this guarantee could be encashed.

38. **COMPENSATION FOR DELAY:**

The time for carrying out the work as entered into the tender shall be strictly observed by the contractor and shall be deemed to be the essence of the contract on the part of the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and the contractor shall pay as compensation an amount equivalent to 1% (one percent) per week, on the total value of work unfinished/uncompleted work, subject to a maximum of 5% of the Tendered value of the work, as compensation/penalty amount to the CDFD.

39. **COMPLETION CERTIFICATE :**

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Employer and within twenty days of the receipt of such notice the Engineer shall inspect the work. If there is no defect in the work the Employer shall furnish the contractor with a certificate of completion otherwise a certificate of completion indicating defect shall be issued but the work shall not be considered to completion until the contractor shall have removed from the premises on which the work shall be executed all the scaffolding, surplus material, rubbish and all huts and sanitary arrangements required for his work, people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor and cleaned of the dirt, splashes, droppings of finishing items from all wood work, doors, windows, walls, floors or other parts of any building, in, upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof. If the contractor shall fail to comply with requirements of this clause on or before the date fixed for the completion of the work, the Employer may at the risk and cost of the contractor take action as he may think fit and the contractor shall have no claim except for any sum actually realized by the sale thereof.

40. **Inspections and Tests :**

a) Engineer In-charge or its representative shall have the right to inspect and / or to test the goods to confirm their conformity to the contract specification.

- b) The inspections and test may be conducted on the premises of the contractor or its subcontractors, at point of delivery and/or at the goods final destination. If conducted on the premises of the contractor or its subcontractor(s), all-reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge.
- c) Should any inspected or tested goods fail to conform to the specifications, the inspector may reject the goods and the contractor shall either replace the rejected goods or make alterations necessary to meet specification requirements at free of cost.
- d) CDFD has right to inspect, test and, where necessary reject the goods after the goods arrival at project site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the purchaser or its representative prior to the goods shipment.

## TECHNICAL SPECIFICATIONS

### 1. General:

These specifications are for work to be done, item to be supplied and material to be used in the works as shown herein to the satisfaction of the engineer-in-charge.

- a) The workmanship is to be the best possible and of a high standard. The contractor shall take all steps immediately to make up deficiency if any noticed by the engineer in-charge. Use must be made of special tradesmen in all aspects of the work and allowance must be made in the rates for the same.
- b) The materials to be provided by the contractor shall be in accordance with the samples already got approved from the engineer in-charge by the contractor.
- c) Samples of all materials are to be submitted to the engineer-in-charge for their approval before the contractor order of the delivery of the material at the site. Samples together with their packing are to be provided free of charge and removed from the site at the contractor's expense. All samples will be retained by the engineer in-charge for comparison with materials which will be delivered at site. Also the contractor will be required to submit specimen finished colours, fabric, etc., for the approval of the engineer in-charge before proceeding with the works.
- d) The contractor shall be responsible for providing and maintain temporary coverage required for the protection of finished work. He is also to clean out all wood shavings, cut ends and other waste from all parts of the works before proceeding of infixing is constructed.
- e) Contractor shall maintain uniform quality and consistency in workmanship throughout the execution of the work.

### 2. Joinery in Wood work:

- a) The contact surfaces between internal frames and skinning shall be glued with approved adhesive in addition to fixing with necessary screws etc.
- b) After preparing proper surface of skinning by sandpapering etc., the laminates or veneers shall be fixed on it with the help of approved adhesive.
- c) Any portions that are warped or found with other defects are to be replaced. The whole of the work is to be framed and finished in a workmanship like manner in accordance with as per the specification, drawings and the direction of engineer in-charge and whenever required, fitted with all



necessary metal items, straps, screws, adhesive, etc. Joinery work generally to be finished with the fine sand/ glass paper.

- d) All joints shall be standard mortice and tenon, dowel, dovetail are cross-havelled screws, nails, etc., will be standard iron or wire. Tenens should fit the mortises exactly.
- e) Nail or glued joint will not be permitted.
- f) Where screws heads are on finished surfaces, those will be sunk and the whole plugged with a wood plug of the same wood and again to match the colour.

3. Timber:

- a) All the wood if any, to be used shall be properly seasoned, of natural growth and shall be free from worm holes, loose or dead knots are other defects, sawn square and shall not suffer warpping, splitting or other defect.
- b) The moisture content shall not exceed 12%.
- c) All internal frame work shall be treated with approved specification preservative.
- d) All wood brought to site shall be clean. Shall not have any preservative or other coating / covering.
- e) All rejected, decayed, bad quality wood shall be immediately removed from the site.
- f) All the dimension mentioned for T.W members if any are finished size + 2mm.

4. Plywood:

All plywood shall be formaldehyde resin bounded with ISI mark IS: STANDARD.

5. Hardware and Metals:

- a) All the screws / bolts with nuts to be used shall have of side finished (unless required otherwise) of approved shape, size and quantity.
- b) Fitting shall be brass / steel oxidized unless specified otherwise.
- c) The agency should cover up and protect the brass / steel surfaces by a thick grease or suitable material as necessary and subsequently clean it away at time of handing over.

d) All the hardware shall be fitted with good workmanship without the surroundings edges being damaged.

6. Laminate:

a) All laminate unless otherwise mention shall be 1.0mm thick laminate of approved make.

b) The contractor shall get the sample showing the surface texture, pattern and colour approved by engineer in-charge.

c) All edges, beading, etc shall be finished in melamine matte polish.

**LIST OF APPROVED MAKE(S)**

<b>S.No</b>	<b>Description of an item</b>	<b>Makes</b>
1	Commercial Plywood	Duro / Uniply / Green ply / Century
2	Marine / Water Proof plywood, Termite and bore resistant	Duro / Uniply / Green ply / Century
3	Laminated sheet	Sunmica / Merino / Greenlam
4	Melamine finish	Asian Paints or equivalent
5	Hinges	Ebco / Godrej / Hettich
6	Foam	U Foam / Centuary or equivalent
7	Lock	Godrej / ebco or equivalent
8	Drawer Channels	Ebco / Earl behari
9	Adhesive	Fevicol or equivalent
10	Mattress	Duroflex / Century / Kurlon / Sleepwell

**Indicative Diagrams**



**Wooden Single Cot**



**Wooden Study Table**



**Wooden Study Chair**

# TENDER

FOR

**MANUFACTURING, SUPPLY AND FIXING OF HOSTEL  
FURNITURE LIKE WOODEN COT, TABLE, ETC., AT  
CDFD HOSTEL BUILDING, UPPAL, HYDERABAD**

**“PRICE BID”**

**January, 2017**



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**CENTRE FOR DNA FINGERPRINTING AND DIAGNOSTICS  
UPPAL, HYDERABAD, TELANGANA**

Telephone :040-27209450

Website :[www.cdfd.ord.in](http://www.cdfd.ord.in)

**CENTRE FOR DNA FINGERPRINTING AND DIAGNOSTICS**

[An Autonomous Institution of the Department of Biotechnology]  
**Hyderabad 500 039**

Tender No: CDFD/ENGG/Civil/Works/2016-17/14

Dated: 06-01-2017

**SCHEDULE OF QUANTITIES**

S.No	Description of item	Qty	Unit	Rate	Amount
1	<p><b><u>Single Wooden Cot:</u></b> Providing Single Cot of basic Size 75"(L) x39"(w) x14" (height under the bed) with head panel of height 30" and leg side panel of 18" height. Main frame of head panel made of 1st class CP teak wood of section 4" (including 1/2" beading) x 1 1/4"(thick,) with central panel made in 8mm thick anti termite and water proof Plywood pasted with 1mm laminate as approved. Leg side panel made in first class teak wood section of 4" (including 1/2" beading x 1 1/4"(thick.) with interconnecting member of 2" x 1 1/4"(thick.) in first class teak wood. Internal panel to be of 8mm ply pasted with 1 mm thick. laminate as approved using standard adhesive and any other necessary fixing arrangement .The main side supporting members to be made in first class teak wood of section 3 3/4" x 1 1/4" with a inset of 15mm for inserting 12 mm ply over it forming the base of bed for mattress (ply should completely fit into the bed without any alteration or cut). Side members to be interconnected with 4 nos Hollock/Meranti wood battens of section 2" x 1 1/4" placed at equal distance along the length of bed. Bed Top shall be made up of 12 mm thick commercial alternate core ply (anti termite and water proof) of, fixed into the inset of side battens and on to the equally placed Hollock/Meranti wood members, fixed using suitable screws etc. all complete. All the exposed teak wood parts as well as any other part of wood/ board/ ply, shall be melamine polished (matte) to a shade as approved by CDFD. All the joints between teak wood members shall be dove tail joints reinforced with bamboo nails, and polished and finished after due process of filing and filling with approved fillers to get a neat and smooth finish. All the teak wood/ any other wood used shall be well seasoned and free from knots and any other defects.</p>	85	Nos.		

S.No	Description of item	Qty	Unit	Rate	Amount
2	<b><u>Wooden Study Table:</u></b> Providing Wooden Study Table of size 3ft x 2ft x 2½ft having two drawers on Right side as shown in the picture with one removable shelf in the middle of the bottom storage area, foot rest, storage box on top of the table, table top with 18mm thick commercial grade Ply (waterproof). Main frame made of 1st class CP teak wood with sides closed with central panel made in 8mm thick ply on sides. The entire table shall be melamine polished to the shade as approved by CDFD. Sliding tracks for drawers, Universal 6 lever lock, handles, etc. complete work. The drawer shall be supported on telescopic channels.	85	Nos.		
3	<b><u>Open Arm study Chair:</u></b> Providing open arm study chair of overall size of 24" x 26" x 34" (outer to outer) with arm height of 28", seat height 19" made of hard wood frame finished with matte melamine polished. Ply support for seat and back rest. Seating and back rest finished with U-foam cushion having 40 density and 'A' class fabric upholstery of any colour as approved by CDFD. The chair shall have nylon shoes, etc., complete.	85	Nos.		
4	<b><u>Mattress with Fibre pillow:</u></b> Supply of Mattress and Fibre pillow. Mattress of approved brand having 5" thickness Single Mattress of size 72" x 36" constructed with combination of layers of rubberized coir and polyurethane foam. Top of the bed shall be quilted. Fibre pillow shall be of size 24"x16" with 6" thickness.	85	Nos.		
				<b>TOTAL AMOUNT</b>	

(Rupees \_\_\_\_\_ only)

Signature of Tenderer with Stamp  
Date: