



NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH
HYDERABAD (NIPER-HYDERABAD)

Notice Inviting Tender (NIT) in E-TENDER mode only on item rate through Central Public Procurement Portal (CPPP) of Government of India under Two-Cover Bid System for

EXTENSION OF CANTEEN AT NIPER HYDERABAD

Tender No.: PUR/NIPER-H/NC/117/2022 Date: 29/11/2022

Director

National Institute of Pharmaceutical Education & Research Hyderabad (NIPER-HYDERABAD)
Near IDPL, Balanagar Hyderabad, Telangana 500037

Website: www.niperhyd.ac.in

CPPP Website for e-tender submission <https://eprocure.gov.in/eprocure/app>

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INTRODUCTION

NIPER is an autonomous body established under the aegis of Department of Pharmaceuticals (DoP), Ministry of Chemicals & Fertilizers as a Centre of Excellence for higher education, research, and development in pharmaceutical sciences. The institute has been declared as an “Institute of National Importance” by Government of India through an Act of Parliament. In pursuance of the decision of the Government of India, NIPER- Hyderabad started functioning as one of the six new NIPERs in September 2007, in the premises of IDPL, R&D centre, Balanagar, Hyderabad. The Institute has been functioning with the mission of developing human resource with excellence through conducting Postgraduate and PhD courses. The students are selected through a Joint Entrance Examination for all the NIPERs every year. NIPER offers M.S. (Pharm), M. Tech. and MBA courses in different disciplines i.e., Medicinal Chemistry, Pharmaceutical Analysis, Pharmacology & Toxicology, Pharmaceutics, Process Chemistry, Regulatory Toxicology and Pharmaceutical Management courses

NIPER Hyderabad intends to extend the existing canteen at NIPER Hyderabad

Reputed manufactures or contractor, fulfilling the criteria as per this tender document are invited to submit their bid in e-tender mode only through Central Public Procurement Portal (CPPP) of Govt of India, for which website address is as follows:

<https://eprocure.gov.in/eprocure/app>

All instructions and terms and conditions must be followed, failing which bid(s) will be liable to be rejected.

IMPORTANT NOTES:

1. Offer must be submitted under TWO-BID system in two covers i.e. “Techno-commercial (i.e. Technical) bid” and “Price (Financial) bid” in e-tender mode through CPPP only within the stipulated period. Late or delayed tenders shall be summarily rejected. Bids sent through Email / Fax or submitted in hard copy format will not be accepted and such bids will be treated as non-responsive bids.
2. Technical Bid must contain the techno-commercial details only. This part must not include price offered by the bidder. The Price must be mentioned in the Price / Financial Bid part only.
3. Bidder(s) must submit PAN given by Income Tax authorities, TIN and copy of PAN / TIN with the bid.
4. Joint Venture or Consortium is / are not allowed for bidding for this tender.
5. All financial details should be related with the actual bidder to whom order will be placed (if approved by the NIPER Hyderabad authority). Financial details for eligibility criteria from a subsidiary company or sister firm or Principal firm must not be considered for calculation.
6. Conditional offers or offers with advance payment condition will not considered and such bids may be treated as non-responsive.

7. Late or delayed tenders shall be summarily rejected. Bids sent through Email/Fax or submitted in unsealed cover(s) will not be accepted and such bids will be treated as non-responsive bids.
8. Regarding any clarification on technical aspects or any other issue, a Pre-Bid Meeting will be held on date and time as mentioned in this tender document at NIPER Hyderabad. All prospective bidders are requested to attend the Pre-Bid Conference in-person. Queries, if any, may be submitted to the email ID sp.niperhyd@gov.in only before the pre bid Meeting. The changes in the tender, if any, made after Pre-Bid Meeting would be hosted on the CPPP (<https://eprocure.gov.in/eprocure/app>) as Corrigendum. Any kind of corrigendum / addendum will be default integral part of this tender document.
9. Bid document(s) and all enclosures must contain the signature and seal of the authorized representative of the bidder.
10. The bidder quoting for item(s) as per this tender should be the registered to provide the item/services with the appropriate government authority. Copy of registration certificate should be enclosed with the tenders (TECHNICAL BID). Offers submitted without proper registration certificate shall be rejected summarily.
11. The Bank/RTGS detail on the letterhead of the bidder(s) must be submitted along with the tenders (TECHNICAL BID). A copy of the cancelled cheque should also be attached.
12. Name and PAN/Voter Card No. /Aadhar No. of the authorized signatory of the bidder(s) must be submitted along with the tenders (TECHNICAL BID).
13. A copy of PAN/Voter Card/Aadhar Card of the authorized signatory of the bidder(s) must be attached with the tenders (TECHNICAL BID).
14. The Bidder should not be currently blacklisted by any institution, bank in India or abroad. Bidders must submit an undertaking for the same.

SECTION 1: INVITATIONS FOR TENDERS

Tender Notification

Scope of Work	Extension of canteen at NIPER Hyderabad
Period of Work completion	Two (02) months from the date of Purchase Order/ work order
Name of the Client	NIPER Hyderabad
Address of the Client	NIPER Hyderabad, Near IDPL, Balanagar Hyderabad – 500037 Telangana email: sp.niperhyd@gov.in
Tender Processing Fee	RS 1,000/-
Approx. cost of Work	RS 16,67,673/- (RS sixteen lakhs sixty-seven thousands six hundred seventy-three four only)
Mode	e-Tender mode only through Central Public Procurement Portal (Govt. of India): https://eprocure.gov.in/eprocure/app For contact details please see http://www.niperhyd.ac.in
Amount of Bid Security or Earnest Money Deposit (EMD) to be deposited with the Tender	Rs. 75,000/- (Rupees seventy-five thousand only) EMD should be deposited in the form of Bank Draft in favour of NIPERH Resources payable at Hyderabad
Hard copy of Documents submitted on CPP Portal	Yes Required
Date and Time of Pre-bid meeting	05-Dec-2022 at 1100 hrs (IST), Venue: Store purchase Department NIPER Hyderabad.
Last date and Time for online submission (uploading) of tender	19 Dec 2022 at 1500 hrs (IST) through online mode of CPPP only
Date and Time of opening of Tender (Technical Bid)	20 Dec 2022 at 1500 hrs (IST) through online mode of CPPP only
Date and Time of opening of Tender (Financial Bid)	Shall be intimated via CPPP.

CHECK LIST OF DOCUMENTS

Sl. No.	Item	Yes / No (Document Reference No.) Page No.
1	Hard Copy of Tender Document (Technical bid only) submitted	
2	Signing of all pages of tender document by Authorized Signatory	
3	Letter of authorization for Authorized Signatory	
4	Uploading of Tender document on CPP Portal	
5	Uploading of Financial Bid on CPP Portal in BoQ format	
6	Tender Fee in favor of NIPERH Resources in form of DD	
7	EMD in favor of NIPERH Resources in form of DD	
8	Bank Details	
9	GST Registration	
10	PAN Card	
11	Company Registration	
12	Solvency Certificate from Nationalized Bank	
13	Audited Annual Financial Statement for last five years	
14	Availability of Tools & Machinery	
15	List of Key personnel for Project	
16	Tax Clearance Certificate	
17	Details as per Section 3	
18	Details of Ongoing Commitments	
19	Work Experience	
20	Loss statement if any	
21	Certificate for Non-Black listing	
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A. General

1. Scope of Tender

The REGISTRAR, NIPER Hyderabad invites tenders from eligible Bidders, for extension of canteen at NIPER Hyderabad.

1.0 The bidders who fulfill the following requirements shall be eligible to apply.

(a) Should have experience of having successfully completed works in CFTIs or government laboratories/institutes, during the last five years ending with the date of submission of tenders; should have completed one similar work costing not less than Rs.12 lakhs, or two similar works each costing not less than Rs.06 lakhs or three similar works each costing not less than Rs 04 lakhs. The bidders / company should have a valid registration with GoI / State.

Definition of similar works: Similar works refers to construction of residential buildings, commercial buildings, go downs and cafeteria.

Bidder shall submit abstract of cost of work in support of this; it is the responsibility of the agency to appropriately deduct the value of NON-SIMILAR WORKS from the cost, prior to submission. Copy of certificates of work experience as specified in the bid documents shall be scanned and uploaded to the e-tendering website within period of bid submission.

Work completion certificates from competent authority, shall be uploaded. The work completion certificate shall mention the nature of work, items of work executed and the date of commencement and date of completion of the work; including delays if any, with reasons thereof.

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

(b) Should have had average turnover from similar works, during the past 5 financial years (2016-17 to 2020-21), of at least Rs.25 lakhs.; all annual financial statements duly audited by a chartered accountant should be submitted as per prescribed format of sec 3.

(c) The bidder should be a registered company in India. Similar work experience of the parent company shall be acceptable, provided documentary evidence is produced to the satisfaction of NIPER Hyderabad.

(d) Should be solvent for a minimum of Rs 20 lakhs as certified by a Scheduled Commercial Bank in India and the certificate must be obtained on or after 31-Mar-2021.

(e) A line of credit, amounting to Rs 20 lakhs for meeting the working capital of the project, issued by a Nationalized/Scheduled bank shall be provided by the bidder, as per the format provided in Section 3, clause 1.6.

(f) Should not have incurred any loss (profit after tax should be positive) during the last two consecutive financial years, ending 31st March, 2021, duly certified by a Chartered Accountant in a separate certificate.

(g) Bidder should have sufficient number of Technical and Administrative employees in India for proper execution of the contract. The bidder shall have to submit a list of key personnel available and proposed to be engaged for management and supervision of this project, along with their qualifications and experience.

2. Eligibility Criteria

Bidders are to submit the list of ongoing works and proposed date of completion / availability of Manpower and machinery for assessing the bidding capacity. Documentary evidence must be provided.

The bidders shall upload valid and present certificate copies of PAN, GST, Contractor's Registration passbook in technical bid, failing which the tender is liable to be rejected. If required, bidder shall produce all the original documents for verification.

The work shall be carried out as per the directions of the Director NIPER Hyderabad and Project Monitoring Committee constituted for the purpose.

Black-listed / banned Contractors in Govt/Quasi- Govt/Boards/BBMP etc., are not eligible to quote; if found, such tenders are liable to be rejected.

The successful Bidder shall execute an Agreement within 10 days from the date of Receipt of Intimation from NIPER Hyderabad. The Tender Document will be an integral part of the agreement.

Material shall be approved by the Project Monitoring Committee & Director NIPER Hyderabad before execution of the work.

Further details of the work can be obtained from NIPER Hyderabad.

The rates quoted should be inclusive of all taxes. Any statutory variations pertaining to taxation (increase/decrease) will be considered for compensation to either side, against documentary evidence.

NIPER Hyderabad reserves the right to accept/reject or cancel any or all the bids without assigning any reasons.

The work shall be commenced with all men and machinery within 10 days from the date of work order, failing which it would be presumed that the successful bidder is not interested in the work and action will be taken to get the work executed through alternate agency at the risk and cost of the bidder.

Hard copy of the tender documents duly signed by the authorized signatory of bidder should reach NIPER Hyderabad on or before the last date / time of submission of bid. The bidder will be disqualified and declared Nonresponsive on non-receipt of hard copy of bid documents.

Conditional tenders are liable for rejection.

Bidders who meet the above specified minimum qualifying criteria, shall be eligible.

Bidders are liable to be disqualified if they have:

- Made misleading or false representations in the forms, statements and attachments submitted as proof of the qualification requirements.
- Record of poor performance, such as abandoning the works, improper completion of the contract, inordinate delays in completion, litigation history, or financial failures, etc.

3. Site visit:

The Bidder at his own responsibility is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for the Works. The cost of visiting the Site shall be at the Bidder's own expense.

B. Tender documents (Two bid system – Technical & Financial)

The Tender document can be downloaded from CPPP website:
<https://eprocure.gov.in/eprocure/app>

It may be noted that all subsequent notifications, changes and amendments on the project/document would be posted only on the same website: <https://eprocure.gov.in/eprocure/app>

The bidders will be required to register themselves with the CPPP, in order to participate in the bidding, for which above website may please be consulted. NIPER Hyderabad has no role in creation of user ID for bidders for using CPPP.

4. Content of tender documents

The bidders should go through the Tender Document and submit online response through Central Public Procurement Portal (CPPP) only.

5. Amendment of Tender documents

Before the deadline for submission of tenders, the NIPER Hyderabad may modify the tender documents by issuing corrigendum/addendum.

Such corrigendum/addendum, thus issued shall be a part of the documents and shall be published online in e-Procurement portal.

NIPER Hyderabad reserves right to extend the dates, if required.

C. Preparation of Tenders

6. Documents of Tender. The technical bid submitted by the Bidder shall contain the following documents:
 - (a) Earnest Money Deposit must be paid in the form of Bank DD, as specified in this tender. The DD must be attached with the technical bid.
 - (b) Qualification Information, as per formats, to comply with the task created in the e-Procurement Portal under General Terms and Conditions and Technical parameters and Documents required from Bidder.
 - (c) Any other documents/materials required to be completed and submitted by Bidders in accordance with these instructions. The required documents shall be filled in without exception.
 - (d) Scanned copy of bank details
 - (e) Scanned copy of work experience
 - (f) Scanned copy of certificate of GST
 - (g) Scanned copy of Tender acceptance letter
 - (h) Scanned copy of specifications or brochure

- (i) Details of available plants & machinery and availability of manpower.
- (j) Scanned copy of other documents as mentioned in tender document.
- (k) Solvency Certificate
- (l) Annual Accounts statement for last five years as mentioned in tender document.
- (m) Certificate of non-black listing in any Govt / Semi Govt / PSU institute / Organisation

The financial bid submitted by the bidder shall contain the following documents:

- (a) Priced Bill of Quantities; through online e-tender mode in the specified format on CPPP only (BoQ Excel File), no hardcopy of commercial bids should be attached or disclosed.

7. Tender prices

The contract shall be for category of works/whole works based on the priced Bill of Quantities submitted by the Bidder.

The Bidder shall fill in rates for all items in each category of Works described in the Bill of Quantities. Items for which no rate or price is entered by the Bidder will not be paid for by NIPER Hyderabad when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Final payment will be done on actual measurements only.

All prevailing duties, taxes, and other levies payable by the Contractor, under the contract, shall be inclusive in the financial bid. TDS under GST will be enforced with effect from 1/10/2018.

8. Tender validity

- (a) Tenders shall remain valid for a minimum period of 180 days from the actual date of opening of the technical bids. A tender valid for a shorter period is liable to be rejected by the NIPER Hyderabad, as non-responsive.
- (b) In exceptional circumstances, prior to expiry of the original time limit, the NIPER Hyderabad may request the Bidders to extend the period of validity for a specified additional period. The request and the Bidders' responses shall be made in writing or by email. A Bidder may refuse the request without forfeiting his earnest money deposit. A Bidder agreeing to the request will not be required or permitted to modify his tender but will be required to extend the validity of his earnest money deposit for the period of the extension, and in compliance with Clause 9, in all respects.

9. Earnest money deposit & Tender Fee. The Bidder shall furnish, as part of his tender, earnest money deposit (EMD) of Rs. 75000/- (Rupees seventy-five thousand only and Tender Fee of Rs 1,000/- through Bank DD (Two separate DDs) in favour of NIPERH Resources payable at Hyderabad. Other modes of payment for EMD are not acceptable. The bidder must submit Bank DD payment as proof of payment of EMD.

- (a) The entire EMD amount for the tender has to be paid in a single transaction through Bank DD. The earnest money deposit of unsuccessful Bidders will be refunded after awarding the

contract to the successful bidder. The EMD of successful bidder will be refunded only after receiving Performance Security / Performance Bank Guarantee (PBG) / Security Deposit.

- (b) Tender fee of Rs 1,000/- is required to be submitted in form of separate DD in favor of NIPERH Resources. The tender fee is nonrefundable.
- (c) The earnest money deposit may be forfeited:
 - (i) If the Bidder withdraws the bid partly or fully or any condition of its after tender opening, during the period of tender validity;
 - (ii) If the Successful Bidder fails within the specified time limit to:
 - (i) Sign the Agreement; or
 - (ii) Furnish the required Performance Security / Performance Bank Guarantee (PBG) / Security deposit within two weeks from the issue of the Letter of Intent / Purchaser Order.

10. Format and signing of Tender

Bidder shall sign all the pages of the tender document as a token of acceptance of all the terms and conditions of the tender and upload the same on the CPP Portal.

11. Submission of Tenders

Tenders must be submitted on-line on CPP Portal by the Bidder as per submission deadlines.

12. Deadline for submission of the Tenders

Tenders must be submitted by the Bidder as per bid submission deadlines on-line on CPPP. The time shown on CPP Portal server clock will only be considered.

13. Late Tenders

In e-procurement system, Bidder shall not be able to submit the bid after the bid submission time and date as the icon or the task in the e-procurement portal will no longer be available. NIPER Hyderabad will not be liable (or) responsible for any delay due to unavailability of the portal and the Internet link.

14. Modification and Withdrawal of Tenders

Bidder should take appropriate care while submitting the bid, as alteration in bid or withdrawal of bid is not permitted. The Bidder is not allowed to withdraw its bid.

No Tender may be modified after the deadline for submission of Tenders.

Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 8 (a) above, or as extended pursuant to Clause 8 (b) may result in the forfeiture of the earnest money deposit pursuant to Clause 9.

15. Tender opening

The NIPER Hyderabad will open the bids through CPPP online mode only.

The NIPER Hyderabad will evaluate and determine whether each tender meets the minimum qualification/eligibility criteria. Decision of NIPER Hyderabad in the regard, will be final and binding.

The bidder must submit all the Original Documents submitted for technical bid (hard copy, properly bound in one volume only preferably in A4 size minimum 75 GSM paper), which are uploaded in e-procurement portal (CPPP), to NIPER Hyderabad for verification on or before the last date / time of Bid Submission. Non-submission of the hard copy of the technical bid will lead to disqualification for subsequent state. In case of any discrepancy in the hard copy of the bid, the documents submitted on CPPP will only be considered as final. Also in case of any such discrepancy in hard copy bids or mismatch in hard copy bid and CPPP bid, the bid may be treated as non-responsive and will not be considered further process.

Bidders must ensure that the hard copies of tender documents uploaded on CPP Portal are received at NIPER Hyderabad on or before the last date / time of submission of bid.

The exact schedule of the presentation will be intimated by email to the bidders separately via email only. Any request for change in date, time or venue of the presentation will not be considered. If a bidder does not appear for presentation, its bid will be treated as non-responsive and will not be considered for further process. EMD will not be refunded, if bidder does not present for presentation as per the schedule given by NIPER Hyderabad.

16. Process to be confidential

Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process, until the award to the successful Bidder has been announced.

17 Clarification of Tenders

(i) To assist in the examination, evaluation, the NIPER Hyderabad, may, at its discretion, ask any Bidder for clarification of his Tender. The request for clarification and the response shall be by e-mail along with the section number, page number and subject of clarification, but no change in the price or substance of the Tender shall be sought, offered, or permitted.

(ii) Subject to sub-clause 17.1, no Bidder shall contact NIPER Hyderabad on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the NIPER Hyderabad, he should do so in writing.

(iii) Any effort by the Bidder to influence the NIPER Hyderabad Tender evaluation, or contract award decision may result in the rejection of the Bidders' Tender and forfeiture of the EMD.

18. Examination of Tenders and determination of responsiveness

18.1 Prior to the detailed evaluation of Tenders, the NIPER Hyderabad will determine whether each Tender

- (a) Meets the eligibility criteria defined in Clause 2
- (b) Has been properly signed

- (c) Is accompanied by the required Earnest Money Deposit and
- (d) Is substantially responsive to the requirements of the Tender documents

18.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one:

- (a) Which affects in any substantial way the scope, quality, or performance of the Works;
- (b) Which limits in any substantial way, inconsistent with the Tender documents, the NIPER Hyderabad's rights or the Bidder's obligations under the Contract or
- (c) Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Tenders.

18.3 If a Tender is not substantially responsive, it is liable to be rejected by the NIPER Hyderabad, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

19. Correction of errors

No corrections will be permitted on the tenders uploaded on the digital portal on CPP Portal.

20. Evaluation and comparison of Tenders

Opening of the Financial bid will be preceded by the evaluation of the Pre- Qualification Offer (Technical bid), vis-à-vis the capability, capacity and credibility of the Bidder. Evaluation of the Pre-qualification offer will be done by the Evaluation Committee constituted for the purpose. After evaluation is completed, all the Bidders who are technically qualified will be notified and will be intimated the date and time of opening of the financial bid. Financial bid will be opened online on CPPP only. NIPER Hyderabad will evaluate and compare only those Tenders determined to be substantially responsive (in technical bid) in accordance with Clause 18. NIPER Hyderabad reserves right to add / modify the criteria for evaluation of bids. Decision of NIPER Hyderabad in this regard will be final and binding. Financial comparison will be made on the basis of item rate tender i.e total offered cost of all line items will be considered. Normal warranty period will be Three years. Accordingly, price bid should be filled-in. Price for all line items must be given, otherwise financial bid will be treated as non-responsive and will be not processed further.

The NIPER Hyderabad reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the NIPER Hyderabad shall not be taken into account in Tender evaluation.

21 Award of Contract

TECHNICAL EVALUATION CRITERIA:

Technical evaluation will be based on the stipulated requirements with regard to:

- (a) Financial standing.
- (b) Previous work experience criteria of the agency;

- (c) User Evaluation Forms received from at least two similar installations (within the country, and
- (d) Inputs from a committee formed by the institute for the assessment of the manufacturing facility and manufacturing capacity/capability of the agency.

22. Award criteria

A two-cover system will be followed; commercial bids of only those agencies who qualify the technical evaluation criteria will be opened. Decision of NIPER Hyderabad with regard to award of contract will be final and binding.

Subject to Clause 23, NIPER Hyderabad will award the Contract to the Bidder whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Bidder has been determined to be:

- (a) Eligible in accordance with the provisions of Clause A (General) 1.0 and
- (b) Qualified in accordance with the provisions of Clause A (General) 2.0

23. NIPER Hyderabad's right to accept any Tender and to reject any or all Tenders

Notwithstanding Clause 22, the NIPER Hyderabad reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the NIPER Hyderabad's action.

24. Notification of award and signing of Agreement

The Bidder whose Tender has been accepted will be notified for the award Letter of Intent by the NIPER Hyderabad prior to expiration of the Tender validity period by e-mail letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the NIPER Hyderabad will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor, as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 25.

The Agreement will incorporate all agreements between the NIPER Hyderabad and the successful Bidder/Bidders. It will be kept ready for signature of the successful Bidder in the office of Registrar, NIPER Hyderabad,

Following the notification of award along with the Letter of Intent. The successful Bidder will sign the Agreement and deliver it to the NIPER Hyderabad

NIPER Hyderabad will issue a formal work order to the successful Bidder upon furnishing of the PBG / Security deposit.

25. Performance Security / Performance Bank Guarantee (PBG) / Security. Bidders shall submit at PBG in form of Bank Guarantee amounting to 10% of tender value or as per the policy of GoI in vogue which will be returned after three months of execution of work. Security Deposit (SD) will be 10% which will be deducted from all Running Account bills and will be paid to contractor after fulfillment of all contractual agreements.

Successful bidder has to submit performance security in the form of NEFT RTGS payment or a bank guarantee (as per format given at the end of this tender) issued from a Nationalized / Scheduled Commercial Bank in India (as per RBI list) only for an amount of 10% of the total order value as mentioned in the letter of intent / work Order. The PBG must be submitted within two weeks of the issue of the work order, otherwise EMD may be forfeited, and order may be cancelled. This PBG must be valid for 60 days beyond the completion of all contractual obligation. The security deposit shall be released without any interest to the Agency after successful completion of all contractual obligations including complete warranty period. The PBG will be forfeited in case of violation any terms & conditions of the purchase order or agreement done thereof by the successful bidder.

26. If the security deposit is provided by the successful bidder in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

Failure of the successful Bidder to comply with the requirements of this clause shall constitute sufficient grounds for cancellation of the award and forfeiture of the earnest money deposit. Since the work execution period is about three months and the successful bidder will keep the materials in NIPER Hyderabad premises during installation and construction period, hence successful bidder may take appropriate insurance to safeguard of these materials. NIPER Hyderabad will not be held responsible for any kind of loss of the items before final commissioning due to damage, theft, fire, accident, earthquake etc. Also NIPER Hyderabad will not bear any kind of compensation for this. NIPER Hyderabad will not bear any kind of insurance cost towards this. Safety and security of the items before construction lies with the vendor and not NIPER Hyderabad. Safety and security of the human resources lies with the vendor only. NIPER Hyderabad will not entertain any representation towards compensation to the vendor or any manpower deployed by the vendor due to any kind of loss to them.

27. Corrupt or Fraudulent practices

The NIPER Hyderabad requires that the Bidders observe the highest standards of ethics during the procurement and execution of the contracts. In pursuance of this policy, NIPER Hyderabad:

- (a) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (b) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a NIPER Hyderabad contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a NIPER Hyderabad contract.

SECTION 3: QUALIFICATION INFORMATION

(duly filled-in details on the letter head of the bidder to be submitted with Technical Bid)

The information to be filled in by the Bidder hereunder will be used for purposes of computing Tender capacity as provided in Clause 2 of the Instructions to Bidders. This information will not be incorporated in the Contract.

- 1.1 Name of Agency as registered :
 Postal Address for communication :
 Principal Place of business :
 Name of the Owner :
 Nature of Company/individual/partnership/firm etc.: Name of the authorized person with contact details : Constitution or legal status of Bidder : Place of Registration [Attach self-attested photo copy]

1.2	Total value of executed works and payments received in the last five years (In Rs. Lakhs)
	2016-17 _____
	2017-18 _____
	2018-19 _____
	2019-20 _____
	2020-21 _____

1.3 (a) Details of Works performed as a Prime Contractor (in the same name) on works of similar nature during the five years specified in 1.2 above.

Project Name	Name of Employer	Description of work	Contract number	Value of Contract	Stipulated Period of completion	Actual date of completion	Remarks (Reason for delay)

1.3(b) Certificate and date of completion from the concerned Engineer-in-charge not below the rank of Executive Engineer or Competent Authority]

Project Name	Name of Employer	Description of work	Contract number	Value of Contract	Stipulated Period of completion	Actual date of completion	Remarks (Reason for delay)

Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of work	Place & state	Contract Number and Date	Name & address of Customer	Value of contract Rs. Lakhs	Specified period for completion	Value of work remaining (Rs. Lakhs)	Expected date of completion

[Details to be furnished with necessary work order signed from concerned Engineer- in-charge not below the rank of Executive Engineer or Competent Authority. Work order/Testimonials will be verified, if required]

(B) Works for which Tenders already submitted:

Description of work	Place & state	Contract Number and Date	Name & address of Customer	Value of contract (Rs. Lakhs)	Specified period for completion	Expected date of start

1.4 FINANCIAL INFORMATION

(duly filled-in details on the letter head of the bidder to be submitted with Technical Bid) The bidder should furnish the following information with respect to his financial performance. The bidder should upload audited financial statements, including Audit Report, for each of the years in support of the information furnished. The information furnished should also be certified by a Chartered Accountant.

(Rs. Lakhs)

Year Ending ->	31/03/2017	31/03/2018	31/03/2019	31/03/2020	31/03/2021
Turnover ¹					
Profit/Loss before Tax (EBT) ²					

Notes:

1. The amount of turnover should be inclusive all statutory taxes and other income.
2. EBT refers to Earnings Before Tax

1.5 WORK PERFORMANCE

The bidder should mandatorily have successfully completed at least one similar work in a CFTI/government labs or institutes during the preceding five years and ending on 31/03/2021. The value of such completed work(s) should not be less than one similar work costing not less than Rs. 30 lakhs, or two similar works each costing not less than Rs. 15 lakhs or three similar works each costing not less than Rs 10 lakhs The bidder should furnish a certificate from the concerned institution about satisfactory completion of similar work from the respective CFTI/government labs or institutes.

1.6 TURNOVER CRITERIA

The bidder's average turnover from a similar work during past 5 years should not be less than Rs.1Crore. If any of the work executed by the bidder was awarded on all-inclusive basis. The information shall be furnished in the following format:

Financial Year	Turnover (INR Lakhs)
Total for 5 Financial years	
Average Turnover for 5 Financial years	

The above information shall be duly certified by a Chartered Accountant. **BID CAPACITY**

(a) Aggregate value of Work completed in any one of the past 5 years

Financial Year of Completion	Name of the Entity for which work was executed	Value of Work (Rs. Lakhs)	Enhancement (7%)	Total Value (A)

(b) Value of Existing Commitments and ongoing similar works

Name of the Entity who has awarded the work	Work Order Reference	Value of Work (Rs Lakhs) excluding all statutory taxes	Value of work completed till 31/03/2021	Balance Value of work to be completed as on 31/03/2021	Scheduled date of completion as per Work Order

SOLVENCY CRITERIA

The bidder should be a Company registered in India. Foreign companies can also bid provided they have a subsidiary company registered under the Company Law in India and the said subsidiary company should be authorized to submit bid papers on behalf of the foreign parent company.

The company should have a positive Net Worth [Solvency position] of at-least Rs. 20 lakhs as on 31st March 2021 on the basis of Audited Financial Statement as on 31st March 2021. While calculating Net Worth, the value of Revaluation Reserves, if any, shall be excluded. In the case of Foreign Companies proposing to execute the work through their subsidiary in India, the criteria will be applied on the latest Audited Financial Statement of the Foreign Parent and such Audited Financial Statement should not be older than 30th Mar 2021. The certificate should be duly certified by a Chartered Accountant.

Evidence of access to financial resources to execute the contract such as bank balance, Letter of Credit such as Certificate from Banker in the suggested format:

BANKER'S CERTIFICATE

This is to certify that M/s..... is a reputed company with a good financial standing? If the contract for this work, namely Construction of Pre fab LGS Classrooms at NIPER Hyderabad is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs 50 lakhs, value as mentioned in Section 1, to meet the working capital requirements for executing the above contract.

Sd/-

Name of the Bank, Senior Bank Manger Address:.....

Name, address, and telephone numbers of the Bidders' bankers who may provide references if contacted by the NIPER Hyderabad.

Income tax clearance certificate to be uploaded duly signed by competent Authority

SECTION 4: FORM OF TENDER

(duly filled-in details on the letter head of the bidder to be submitted with Technical Bid)

Description of the Works: extension of canteen at NIPER Hyderabad”

To

The Registrar,
NIPER Hyderabad, Balanagar, Hyderabad 500037

Dear Sir,

We offer to execute the Works described above in accordance with the Conditions of Contract

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing, if the award is made to us, in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We hereby confirm that this Tender complies with the Tender validity and Earnest Money Deposit required by the Tender documents.

We hereby authorize NIPER Hyderabad and its authorized representatives to conduct any enquiries or investigations to verify the statements, documents and information submitted (uploaded) for this tender.

We attach herewith our current income-tax clearance certificate.

Yours faithfully, Authorized Signature:

Name & Title of Signatory: _____

Name of Bidder Address:

SECTION 5: THE ARTICLES OF AGREEMENT

Articles of Agreement made at Hyderabad, this between the National Institute of Pharmaceutical Education & Research Hyderabad, Balanagar Hyderabad Telangana, (hereinafter referred to as the OWNER or EMPLOYER which expression shall include its successors and assigns and all the persons for the time being in the Management of the Institute) represented by its REGISTRAR of the ONE PART, and
.....hereinafter referred to as the “CONTRACTOR”, (which expression shall include their partners, their respective heirs, executors, administrators and assigns) on the OTHER PART.

WHEREAS the Employer is desirous of getting the work of “extension of canteen” at NIPER Hyderabad” (hereinafter called the work) executed by the Contractor at the rates quoted by him amounting to Rs. /-(Rupees Only).

AND WHEREAS the Contractor has agreed to execute the aforesaid work on terms and conditions mentioned herein and subject to Tender Conditions of Contract and in accordance with the particular specifications, general notes and the schedule of quantities, schedule of rates, payment and penalty condition.

AND WHEREAS the Contractor has deposited a sum of Rs _____ /-
(Rupees _____ Only) with Employer as security for the due performance of this Contract.

NOW it is hereby agreed and declared by and between the parties hereto as follows;

1. In consideration of the payment to be made to them as hereinafter provided, the Contractor shall, subject to the terms, conditions, specifications, schedule of quantities, drawings, etc., more particularly stated in the Schedules aforesaid, execute and complete the work within 02 (Two) Months starting after 10 days of issuance of work order or from the date of handing over of site, whichever is later.
2. The Employer shall pay to the Contractor such sums as shall become payable hereunder at the time and in the manner specified in the conditions contained in the schedule aforesaid.
3. The time allowed for carrying out the work as entered in the tender Agreement shall be strictly observed by the Contractor and shall be deemed to be the essence of the contract on the part of the Contractor and shall be reckoned from 10 days after the date on which the order to commence the work is issued to the Contractor or the date of handing over of site, whichever is later. The work shall throughout the stipulated period of the contract proceed with all due diligence and comply with the time schedule submitted by the Contractor and accepted by the Director NIPER Hyderabad. In the event of the Contractor failing to comply with the agreed schedule, he shall be liable to pay as compensation an amount equal to one percent or such amount, as the Director, NIPER Hyderabad (whose decision in writing shall be final), may decide on the said estimated cost of the balance work for every day that the due quantity of work remains incomplete; provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed seven and a half (7 ½) percent of the estimated cost of the balance work as shown in the tender.
4. The Registrar of the NIPER Hyderabad, without prejudice to his rights under the contract in any respect of any delay or inferior workmanship or otherwise, or to any claim 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 of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:-

- (i) If the Contractor having been given by the Registrar / Director NIPER Hyderabad a notice in writing to rectify or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workmanlike manner, shall omit to comply with the requirements of such notice for a period of seven days of such notice thereafter or if the Contractor shall delay or suspend the execution of the work so that in the judgment of the Project Monitoring Committee (which shall be final and binding) either he will be unable to secure completion of the work by the date for completion of the work or he has already failed to complete the work by that date.
- (ii) If the Contractor being a company passes a resolution or if the Court passes an order to wind up the company or if a receiver or a manager is appointed on behalf of the creditors of the company or under circumstances which entitles the Court or the creditors to appoint a receiver or manager which would entitle the Court to make a winding up order.
- (iii) If the Contractor commits breach of any of the terms or conditions of this contract.
- (iv) If the Contractor assigns or sublets without written approval of the Director / Project Monitoring Committee or becomes insolvent.
- (v) When the Contractor has made himself liable for action under any of the cases aforesaid, the Project Monitoring Committee on behalf of the Director of the Institute shall have powers:
 - a) To determine or rescind the Contract as aforesaid (in which termination or recession notice in writing to the Contractor under hand of the Project Monitoring committee of NIPER Hyderabad shall be conclusive evidence) Upon such determination or recession the security deposit of the Contractor shall be liable to be forfeited and shall absolutely be at the disposal of Institute.
 - b) To employ labour paid by the Institute and supply materials to carry out the work or any part by 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 Project Monitoring committee of NIPER Hyderabad 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 has been carried out by the Contractor under the term of his contract. The certificate of the Project Monitoring committee of NIPER Hyderabad as to the value of the work done shall be final and conclusive against the Contractor, provided always that action under the sub-section shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the Institute are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.
 - c) After giving notice to the Contractor to measure up the work of the Contractor and to take such part thereof as shall be un-executed out of his hands and to give it to another Contractor to complete in which case any expenses which may be incurred in excess a sum of which would have been paid to the original Contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Project Monitoring Committee of NIPER Hyderabad shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any monies due to him from the Institute under this contract or any other account whatsoever, from his security deposit or the proceeds of sales thereof, or a sufficient part thereof as the case may be.
 - d) In the event of any one or more of the above courses being adopted by the Project Monitoring Committee of NIPER Hyderabad, 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, this Contractor shall not be entitled for recover nor be paid any sum for work thereto/for actually performed under this contract unless the Director / Project Monitoring Committee of NIPER Hyderabad 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 so certified.

The schedules above mentioned including the General Rules and Directions to Contractors and the following documents, viz.,

- a. Letter of Intent
 - b. Letter of Acceptance
 - c. Conditions of Contract
 - d. Contractor's Bid – Bill of Quantities
 - e. Technical Specifications
 - f. Tender Drawings
 - g. The pre-Bid meeting proceedings and corrigendum
 - h. Any other document listed in the Contract document as forming part of the contract shall form an integral part of agreement and the decision of the Project Monitoring Committee of NIPER Hyderabad in reference to all matters of dispute as to material and workmanship shall be final and binding on both the parties.
- e) The employer reserves to himself the right of altering the drawings of the works and of adding to or omitting any item of work from or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall not vitiate this agreement.
- f) This agreement comprises the work aforesaid, and all subsidiary works connected therewith even though such works may not be shown on the schedule appended hereto.
- g) Notwithstanding anything contained in the tender submitted by the Contractor, all the clauses of this agreement shall be binding on both the parties.
- h) Where counter terms and conditions, printed or copied, are offered by the Contractor, the same shall not be deemed to have been accepted by the Employer, unless specific written acceptance thereof is furnished by the Employer. Notwithstanding the foregoing, no verbal agreement or inference from conversation with any office members/representatives/employees of the Employer before, during or after the execution of the agreement, shall in any way affect or modify any of the terms/obligations contained herein.
- i) In the event the contract is terminated by the Employer due to any aforementioned act/omission on the part of the Contractor, or for any reason whatsoever, the Employer shall be entitled to engage the services of any other person, agency or Contractor to meet its requirement, without prejudice to its rights including claim for damages against the Contractor.
- j) The Employer shall be indemnified for all losses due to commissions and omissions of persons deployed by the Contractor. If any loss or damage is caused to the Employer on account of any negligence, carelessness, acts of omissions. commissions of Contractors, his employees or staff, the same shall be made good by the Contractor. The Contractor shall defend, indemnify and hold the Institute harmless from any liability or damage, laws u n i t s , penalties imposed by any State or Central Government Department or statutory body or by a third party for reasons of violation of any of statutory provisions or requirements by the Contractor. The Employer shall not be liable for any damage or compensation payable to any workmen or to any person as a consequence of this work and the Employer shall be completely indemnified accordingly.

- k) In case of disputes including all questions relating to the performance of the obligations under this agreement and all the dispute and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payments to be made in pursuance thereof shall be decided by the Director of NIPER Hyderabad whose decision shall be binding on the Contractor. The Contractor hereby agrees to be bound by the decision of the Director.

IN WITNESS WHEREOF the parties hereto have set their respective hands the day and the year here in above written.

Signature of Contractor

In the presence of:

Signed by for and on behalf of the said Employer.

In the presence of:

Signed by for and on behalf of the said Employer.

REGISTRAR
NIPER Hyderabad
(ON THE LETTER HEAD OF THE BIDDER, TO BE SUBMITTED WITH THE TECHNICAL
BID)

NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH
HYDERABAD (NIPER HYDERABAD)

I/We, hereby tender for the execution for the NIPER Hyderabad of the works specified in the under mentioned memorandum within the time specified in such memorandum at the rates specified therein and in accordance, in all respects, with the specifications, designs, drawings and instructions in writing which have been read by me/read and explained to me and with such materials as provided for by and in all other respects in accordance with such conditions as far as possible.

MEMORANDUM OF WORK

1.	GENERAL DESCRIPTION	Providing and fixing of vitrified tiles, granite work and Kota stone flooring at NIPER Hyderabad.
2.	Tender Fee	Rs 1,000/- in form of DD payable in favor of NIPERH Resources payable at Hyderabad
3.	EARNEST MONEY	Rs. 75000/- (Rupees seventy-five thousand only)
4.	Performance Security / PBG / SECURITY DEPOSIT	10% or as per Govt policy in Vogue of the total order value as mentioned in the work Order, which will be placed to the successful bidder
5.	Time allowed for the completion of work in all respects from the date of commencement of work	02 (Two) Months from issue of Letter of Acceptance/ handing over of site, whichever is later.
6	BILLS OF QUANTITIES.	Enclosed.
7.	SPECIFICATIONS.	The work shall be carried out strictly in accordance with the enclosed specifications and wherever items are not covered by those specifications in accordance with specifications/ drawings/designs/requirements and directions of the empowered committee of NIPER Hyderabad Or its representatives.

I/We hereby agree to abide by and fulfill all the terms and provisions of the conditions contained in the articles of agreement, which have been read by me/us or in default thereof to forfeit and pay to the Registrar, National Institute of Pharmaceuticals Education and Research or his successors the sums of monies mentioned in the said conditions. The sum of Rs. 75000/- has been as Earnest Money Deposit (EMD) the full value which is to be absolutely forfeited to the Registrar or his successors in Office should I/we fail to commence the work specified in the above memorandum and complete the same.

Dated this

Signature of the Contractor/s

Witness to Contractor/s Signature:

NAME ADDRESS OCCUPATION

The above tender is hereby accepted by me on behalf of the NIPER Hyderabad.

Appendix:

Name of the work	Extension of canteen at NIPER Hyderabad
Date of commencement of work	Within Ten days from the date of issue of Letter of Acceptance or the date of handing over the site whichever is later
Time for completion	2 months
Frequency of interim Certificate and payment	Once every month.
Performance Security / PBG / SECURITY DEPOSIT	10% of the total order value as mentioned in the work Order, which will be placed to the successful bidder
Defects liability period /retention amount from the final bill/release of balance of deposit.	The security deposit lodged/paid by a Contractor shall be refunded to him after completion of all contractual obligations and warranty from the date of completion of the work, d u r i n g which period the work so executed should be maintained by the Contractor in good order, whichever is later.
Penalty for delay	In respect of the shortfall in progress, assessed as due to the delay on the part of Contractor as per clause 2 of Section 7, the Contractor shall be liable to pay as penalty an amount equal to 1% of the total order value, for every week or part thereof that the due quantity of work remains incomplete, provided always that the total amount of penalty to be paid under the provisions of this clause shall not exceed 7.5% of the total order value of the entire work as shown in the tender, provided further that in the event of the Contractor making up the shortfall in progress within the stipulated or extended time of completion, the penalty so recovered may be refunded on an application in writing by the Contractor.
Period for payment	As per work Order
Period for submitting the final Bill.	One month from the date of final completion of the work including dismantling work if any by the Contractor duly certified and accepted by the NIPER Hyderabad team.

SECTION 6: GENERAL RULES AND DIRECTIONS TO CONTRACTORS

- (a) A Schedule of Quantities (Bill of Quantities) is attached herewith. It should however, be clearly understood that these quantities are liable to alterations by omission, addition or variation, at the discretion of the Director NIPER Hyderabad.

- (b) The tender drawings together with specifications and conditions of contract are enclosed. These should be studied carefully by the intending tenderers.
- (c) The tenderer is expected to inspect the site and acquaint himself with the local conditions and will be deemed to have so done before submitting the tender.
- (d) The successful tenderer is required to sign an agreement for the due fulfillment of the contract and start the work immediately on the acceptance of his tender. A draft of the Articles of the Agreement is enclosed. The Earnest Money referred to in item No. 3 of Memorandum contained in the “Item Rate Tender for Works”, will be forfeited and at the absolute disposal of the Employer if the Contractor defaults from signing the Agreement or in starting the work.
- (e) The rates quoted should reflect all taxes inclusive. However, bid evaluation will be done inclusive of all taxes. With effect from 1/10/2018, TDS under GST will be enforced.
- (f) Water supply: The Contractor has to make his own arrangement for water supply. However, if water supply to the site at one convenient point is made available by the Institute, the charges for the consumption of water will be borne by the Contractor up to a maximum of 1 % of the value of the work.
- (g) Electricity: Electricity required for execution of work shall be arranged by the Contractor. Electricity, if supplied to the Contractor by the institute, will be metered and amount will be recovered in the bills as per actual at rate fixed by the Institute. Supply of electricity from the institute is not mandatory. Non-supply of electricity by the institute cannot be held as reason for short fall in progress.
- (h) The duration of the work is 2 (Two) Months.
- (i) Institute reserves the right to accept or reject any tender without assigning reasons thereof. It further reserves the right of deleting any item of work.
- (j) The bids are valid for a period of 180 days from the date of opening.
- (k) This “General Rules and Directions to Contractors” shall also form part of the tender document.
- (l) It is entirely the responsibility of the Contractor to arrange for and provide all materials required for successful completion of the work.

29 (m) The debris arisen during the period of work of execution will have to be cleared then and there to keep the surroundings clean and tidy. Such debris shall be cleared at Contractors risk and cost.

(n) Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (i) Where there is discrepancy between the rates in figures and in words, the lower of the two will govern.

(ii) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

(iii) Where there is a discrepancy in entries of unit rate between the Original and Duplicate, the lower will govern.

SECTION 7: GENERAL CONDITIONS OF CONTRACT

1.

Security Deposit

(a) Bid Security or Earnest Money Deposit (EMD):- Required Amount for EMD must be submitted in the form of as per this tender . Bid received without EMD the techno- commercial bid will be rejected. No interest will be payable by NIPER Hyderabad on the Earnest Money Deposit. The earnest money of all the unsuccessful bidder(s) will be returned to the respective bidder(s) without any interest within 60 (sixty) days only after placing the order / awarding the contract on the successful bidder. The Earnest Money of successful bidder(s) shall be returned on receipt of Performance Security (Performance Bank Guarantee / PBG) as mentioned in this tender document. If the successful bidder(s) fails to furnish the performance security or fails to deliver/provide the item/installation/service as per the order's terms and conditions within stipulated period, the earnest money shall be liable to be forfeited. An undertaking to this is to be submitted.

(b) Performance Security or Performance Bank Guarantee (PBG):- The successful bidder(s), on whom order will be placed, has to submit a performance security of 10% of the total order value or as per the policy of Govt of India in vogue at the earliest as per Purchase Orders (PO) terms within two weeks from the date of PO. Performance security has to be submitted in the form of RTGS / NEFT / Bank

Guarantee/Demand Draft/FDR from any Nationalized/Scheduled commercial Bank in India (as per RBI list) in favour of the NIPERH Resources. Performance security should remain valid for a period of two months beyond the date of completion of all contractual obligations of the successful bidder(s). No interest will be payable by NIPER Hyderabad, on the Performance Security deposited. In case the contractor fails to provide satisfactory service or supply, the Performance Security submitted by the bidder(s) is liable to be forfeited. An undertaking to this is to be submitted.

PENALTY FOR DELAY

2.

(a) Written Order to Commence Work

After acceptance of the tender, Director NIPER Hyderabad shall issue a written order to the successful tenderer to commence the work. The Contractor shall enter upon or commence any portion of work only with the written authority and instructions of The Director NIPER Hyderabad. Without such instructions the Contractor shall have no claim to demand for measurements of or payment for, work done by him.

(b) Program of work

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor. The work shall throughout the stipulated period of the contract be proceeded with, all due diligence (time being deemed to be the essence of the contract on the part of the Contractor). To ensure good progress during the execution of the work, the Contractor shall be bound (in all cases in which the time allowed for any work exceeds one month) to comply with the time schedule according to the programme of execution of the work as agreed upon and enclosed to the agreement.

(c) Review of progress and responsibility for delay etc.,

The Project Monitoring Committee of NIPER Hyderabad shall review the progress of all works with the Contractor during the first fortnight of every month. Such a review shall take into account the program fixed for the previous month, obligations on the part of the Contractor.

(d) Apportioning of responsibility for delay between Contractor and Institute.

In case the progress achieved falls short by more than 25 percent of the cumulative programme, the reasons for such shortfall shall be examined and a record made thereof apportioning the responsibilities for the delay between the Contractor and the Institute. This record should be signed in full and dated both by Project Monitoring Committee and the Contractor.

(e) Shortfall in progress made up subsequently.

To the extent the shortfall is assessed, as due to the delay on the part of the Contractor, a notice shall be issued to him by Project Monitoring Committee / Registrar to make up the shortfall. If the shortfall is not made up before the progress of the work is reviewed during the second month succeeding the month in which the shortfall was observed, the Contractor shall be liable to pay penalty as indicated in Clause 2 (g) and (h) below.

(f) Settlement of dispute regarding shortfall in progress.

In case of dispute between Project Monitoring Committee of NIPER Hyderabad and Contractor regarding the responsibility for the shortfall in progress, the matter shall be referred to the Registrar, NIPER Hyderabad, who shall thereupon communicate the decision of the Director within fifteen days from the date of receipt of reference. The decision of the Director shall be final and binding on the Contractor and Project Monitoring Committee.

(g) Penalty for delay

In respect of the shortfall in progress, assessed as due to the delay on the part of Contractor, the Contractor shall be liable to pay as penalty an amount equal to one percent of the estimated value of the balance work assessed according to the program, for every week that the due quantity of work remains incomplete; provided always that the total amount of penalty to be paid under the provisions of this clause shall not exceed 7.5% of the estimated cost of the entire work as shown in the tender, provided further that in the event of the Contractor making up the shortfall in progress within the stipulated or extended time of completion, the penalty so recovered may be refunded on an application in writing by the Contractor.

Note: If the Project Monitoring Committee considers it necessary he shall be entitled to take action as indicated in Clause 3 (b) also.

- (h) Adjustment of excess over payments.

Excess/over payments as soon as they are discovered should be adjusted in the next running account bill of the Contractor and in case the final bill has already been paid, the excess/over payment made shall be recovered from the Security Deposit of the Contractor together with interest at such percentages as Institute may decide from time to time, from the date of such excess or over payment to the date of recovery.

3. ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED

In any case in which under any clause or clauses of this contract the Contractor shall have rendered himself liable to pay compensation and/or penalty amounting to the whole of his security deposit including the amount deducted in installment from his bills as Further Security Deposit, the Project Monitoring Committee on behalf of the Director, NIPER Hyderabad, shall have power to adopt any of the following courses as he may deem best suited in the interest of Institute.

- (a) Forfeiture of Security Deposit

Without prejudice to Institute's right to recover any loss from the Contractor under subclauses (b) and (c) of Clause 3 of the Contract, to rescind the contract (of which rescission notice in writing to the Contractor under the hand of The Project Monitoring Committee shall be conclusive evidence). And in that case, the security deposit of the Contractor including whole or part of the lump sum deposited by him and also the amount deducted from his bills as Further Security Deposit, shall stand forfeited and be absolutely at the disposal of the Institute.

- (b) Action against unsatisfactory progress

If the Contractor does not maintain the rate of progress as required under Clause 2 and if the progress of any particular portion of work is unsatisfactory even after taking action under Clause 2(b) and 2(c), the Project Monitoring Committee shall be entitled to take action under Clause 3(b) or 3(c) at his discretion in order to maintain the rate of progress after giving the Contractor 10 days' notice in writing whereupon the Contractor will have no claim for any loss sustained by him owing to such actions.

- (c) No compensation for loss sustained on advance action

In the event of any of the above courses being adopted by the Project Monitoring Committee, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased, or procured any materials, entered into any agreements or made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid the Contractor shall not be entitled to recover or be paid any sum for any work thereof actually performed by him under his contract, unless and until the Project Monitoring Committee shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.

4. CONTRACTOR TO REMAIN LIABLE TO PAY COMPENSATION IF ACTION IS NOT TAKEN UNDER CLAUSE-3.

(a) In any case in which any of the powers conferred upon the Project Monitoring Committee by Clause 3 thereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor for which under any clause hereof he is declared liable to pay compensation or penalty amounting to the whole of his security deposit and the liability of the Contractor for past and future compensation or penalty shall remain unaffected.

5. GRANT OF EXTENSION OF TIME

(a) If the Contractor shall desire an extension of the time for completion of the work, on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Project Monitoring Committee, NIPER Hyderabad before the expiry of the period stipulated in the tender or before the expiry of 30 days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier and the Project Monitoring Committee or other competent authority may if in their opinion, there are reasonable grounds for granting an extension, grant such extension as They thinks necessary or proper. The decision of such competent authority in this matter shall be final.

(b) The time limit for completion of the work shall be extended commensurate with its increase in cost occasioned by alterations or additions and the certificate of the Project Monitoring Committee or other competent authority as to such proportion shall be conclusive.

6. ISSUE OF FINAL CERTIFICATE – CONDITIONS REGARDING

(a) On completion of the work the Contractor shall report in writing to the Project Monitoring Committee the completion of the work. Then he shall be furnished with a certificate by the Project Monitoring Committee of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed from the premises on which the work shall have been executed all surplus materials and rubbish and shall have cleaned thoroughly wall, floor or other parts of any building, in or upon which the work has been executed, or of which he may have had possession for the purpose of executing the work, nor until the works shall have been measured by the Project Monitoring Committee or other competent authority, or where the measurements have been taken by his Engineer-in-charge until they have received the approval of the Project Monitoring Committee or other competent authority, the said measurements being binding and conclusive against the Contractor. If the Contractor shall fail to comply with the requirements of this clause before the date fixed for the completion of the work the Project Monitoring Committee or other competent authority may, at the expense of the Contractor, remove such surplus materials and rubbish, and dispose of the same as he think fit and clean off such dirt

etc., as aforesaid and Contractor shall be liable to pay the amount of all expenses incurred but shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

7.

Payment Schedule

Payment Terms: - Payment will be released as follows:

The payment will be done only after the completion of the work however mobilization advance can be given as per terms and conditions given below

Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be in two or more installments to be determined by the director at his sole discretion. The first installment of such advance shall be released by the director in this behalf. The second and subsequent installments shall be released by the director only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the director.

Before any installment of advance is released, the contractor shall execute a bank Guarantee Bonds not more than 6 in number from Scheduled Bank for the amount equal to 110 % of the amount of advance and valid for the period till recovery of advance. This (Bank Guarantee form Scheduled Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery and valid for the period till recovery of advance. No advance payment will be granted.

Services part of the project is payable only in Indian Rupees and will be paid only after completion of installation, commissioning, and acceptance by the NIPER Hyderabad.

At the time of installation, any additional requirement of Supply or Services, over and above the quantity mentioned in the attached BOQ must be supported at the same rate as originally quoted.

Final payment will be adjusted accordingly. Any payment will be released only after submission of PBG followed by receiving of verification report of genuineness of the Bank Guarantee.

Payment will subject to deduction of TDS as per rules/laws.

8. PAYMENT PROPORTIONATE TO WORK APPROVED AND PASSED.

(a) No payment shall be made for any work estimated to cost rupees five thousand or less until after the whole of the work shall have been completed and certificates of completion given. But in the case of works estimated to cost more than Rs. 5,000 the Contractor shall on submitting the bill and after due verification by the In-charge be entitled to necessary payment proportionate to the part of the work then approved and passed by The Project Monitoring Committee or other competent authority whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Contractor.

(b) Payment at reduced rates: The rates for several items of works agreed to shall be valid only when the items concerned are accepted as having been completed fully in accordance with the stipulated

specifications. In cases where the items of work are not accepted as so completed, the Project monitoring Committee or Registrar NIPER Hyderabad or other competent authority may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

(c) Payment or intermediate certificates be regarded as advances:

All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed, and shall not preclude the Project Monitoring Committee or other competent authority from requiring any bad, unsound imperfect or unskillful work to be removed or taken away and reconstructed or re-erected nor shall any such payment be considered as an admission for the due performance of the Contract or any part thereof in any respect or the accruing of any claim, nor shall it conclude determine or affect in any other way the powers of the Project Monitoring Committee or other competent authority as to the final settlement and adjustment of the accounts, or otherwise or in any other way vary or affect the contract.

Submission of Final bill and its settlement: The Contractor shall submit the final bill within one month of the date of actual completion of the work in all respects. His claims shall be settled (except those under dispute) within one month thereafter in respect of works costing up to Rs. 1 lakh and within two months thereafter in respect of works costing more than Rs. 2 lakhs.

Disputed items

Note: The Contractor shall submit a list of the disputed items within 30 days from the disallowance thereof and if he fails to do this, his claim shall be deemed to have been fully waived and absolutely extinguished.

9. Definition of Work:

- (a) The expression 'Work' or 'Works' where used in these conditions, shall unless there be something in the subject or context repugnant to such construction, be construed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.
- (b) Work to be executed in accordance with specifications, drawings, orders etc.

The Contractor shall execute the whole and every part of the work in the soundest and substantial and workman like manner, and in strict accordance with the specifications both as regards materials and workmanship. The Contractor shall also conform exactly, fully and faithfully to the designs, drawings and

instructions in writing relating to the work signed by the Project Monitoring Committee or other competent authority and lodged in his office and to which the Contractor shall be entitled to have access at such office, or on the site of the work for the purpose of inspection during office hours. The Contractor shall also be responsible for the delivery of structure in sound conditions and the execution of the work strictly in accordance with the specifications of the work.

The order of preference in case of any discrepancy as indicated to be read as following:

- (a) Nomenclature of item as per Bill of Quantities.
- (b) Additional specifications, particular specifications & special conditions.
- (c) General Conditions.
- (d) Tender drawings and specifications mentioned in drawings.

- (e) Tender specifications.
- (f) Indian Standard specifications of BIS / ISO.
- (g) Sound engineering practice as per directions of Project Monitoring Committee.
- (h) Manufactures specifications.

A reference made to any Indian Standard specifications in these documents reference to the latest version of that standard, including such revisions /amendments as issued by Bureau of Indian standards up to last date of receipt of tender. The Contractor shall keep at his own cost all such publications of relevant Indian Standards applicable to the work at site.

- (c) Action where there is no specification

In the case of any class of work for which there is no such specification, then in such a case of the work shall be carried out in all respects in accordance with the instructions and requirements of the Project Monitoring Committee or other competent authority.

- (d) Work as per Specifications and IS / ISO Codes.

The detailed specification, which forms a part of contract, accompanies the tender document. In carrying out the various items of work as described (General Specifications) of the tender documents and the additional, substituted, altered items of work these detailed specifications shall be strictly adhered to, supplemented by relevant provisions of the Indian standard specifications. Any work, not covered by the detailed technical specifications, shall be executed in accordance with the instructions and requirements of the engineer and the relevant provisions of the Indian standard specifications.

- 10. Alteration in quantity of work, specifications and designs, additional work, deletion of work

- (a) The Project Monitoring Committee shall have power to make any alterations in, omissions from additions to or substitutions for the original specification, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work. For that purpose or if for any other reason it shall in his opinion be desirable, he shall have power to order the Contractor to do and the Contractor shall do any or all the following: -

- (i) Increase or decrease the quantity of any work included in the contract.
- (ii) Omit any such work.
- (iii) Change the character or quality or kind of any such work,
- (iv) Change the dimensions of any part of the work,
- (v) Execute additional work of any kind necessary for the completion of the works and (vi) Change in any specified sequence, methods or timing of construction of any part of the work.

- (b) Contractor bound by Project Monitoring Committee's instructions

The Contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Project Monitoring Committee or other competent authority and such alteration shall not in any way vitiate or invalidate the contract.

- (c) Any altered, modified, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works shall be carried out by the contractor on the same condition in all respects on which he agreed to the main work, and at rates agreed as per the agreement.

- (c) Orders for variations to be in writing

(i) No such variations shall be made by the Contractor without an order in writing of the Project Monitoring Committee provided that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is the result of the quantities exceeding or being less than those stated in Bill of quantities provided also that if for any reason the Project Monitoring Committee shall consider it desirable to give any such order verbally, the Contractor shall comply with such order without any confirmation in writing of such verbal order given by the Project Monitoring Committee, whether before or after the carrying out of the order, shall be deemed to be an order in writing within the meaning of the clause; provided further that if the Contractor shall within seven days confirm in writing to the Project In-charge / Project Monitoring Committee and if such confirmation is not contradicted in writing within fourteen days by the Project Monitoring Committee, it shall be deemed to be an order in writing by the Project Monitoring Committee.

(ii) Any additional work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on same conditions in all respects on which he agreed to do the main work at the same rates as are specified in the tender for the main work. However, change in the unit rates tendered and accepted shall be considered in respect of items under which the quantity of work performed exceeds tendered quantity by more than 25 percent and this actual change in rate will be restricted only to such excess quantity (i.e. beyond 125 percent of the tendered quantity).

(d) Determination of rates for items not found in Bill of Quantities

If the rates for additional, substituted or altered work cannot be determined in the manner specified in sub clauses (b) and (c) above, then the Contractor shall within 7 days of the date of receipt by him of the order to carry out the work, inform the Project Monitoring Committee of the rates which it is his intention to charge for such class or work, supported by analysis of the rate or rates claimed. Thereupon the Project Monitoring Committee shall determine the rate or rates on the basis of observed data and failing this, on the basis of prevailing market rates. Under no circumstances the Contractor shall suspend the work on the plea of non- settlement of rates for items falling under this clause. In the event of any dispute regarding the rates for such items the decision of the Director, NIPER HYDERABAD shall be final.

8. TIME LIMITS FOR UNFORSEEN CLAIMS

Under no circumstances whatever shall the Contractor be entitled to any compensation from Institute on any account unless the Contractor shall have submitted claim in writing to the Project Monitoring Committee or other competent authority

9. ACTION AND PENALTY IN CASE OF BAD WORK

If at any time before the security deposit is refunded to the Contractor, it shall appear to the Project Monitoring Committee or other competent authority that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, 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 are otherwise not in accordance with the contract, it shall be lawful for the Project Monitoring Committee or other competent authority to intimate this fact in writing to the Contractor and then notwithstanding the fact that the work, materials or articles complained of may have been paid for, the Contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified on whole or in part as the case may require, or if, so required shall remove the materials or articles at his own charge

and cost and in the event of his failing to do so within a period to be specified by the Project Monitoring

Committee or the competent authority in the written intimation aforesaid, the Contractor shall be liable to pay a penalty not exceeding one percent on the amount of the estimate for every day not exceeding ten days during which the failure, so continues and in the case of any such failure the Project Monitoring Committee or other competent authority may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of, as the case may be at the risk and expense in all respects of the Contractor. Should the Project Monitoring Committee or other competent authority for any valid reasons consider that any such inferior work or materials as described above is to be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates he may fix thereof.

13. Force Majeure

- a. After conclusion of contract between the Employer and the Contractor or in the event of either party being rendered physically unable, by Force Majeure events to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure events shall be suspended for the period during which such cause actually lasts.
- b. The term Force Majeure events shall mean, acts of God, War, Civil riots, fire, flood, earthquake, hurricane, lockouts, pandemic, strikes (not related to the Contractor and its employees) Civil War, Compliance with any statute, directions issued by any Governmental Authorities or regulation of the Government directly affecting this contract or the suspension of work, wholly or partly, by NIPER or authorized representative of NIPER.
- c. Upon the occurrence of such cause and upon its termination the party, alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within a week of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of his claim.
- d. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts. Provided that the period so lost is 30 days.

14. CONTRACTOR LIABLE FOR DAMAGE DONE, AND FOR IMPERFECTIONS FOR TWELVE MONTHS AFTER CERTIFICATE OF COMPLETION

If the Contractor or his workmen shall break, deface, injure or destroy any part of a building in which they may be working, or any building, road fence, enclosure or grassland or cultivated ground contiguous to the premises on which the work or any part thereof is being executed, or if any damage shall be done to the work, while it is in progress from any cause whatever or if any imperfections become apparent in it within Twelve months of the grant of a certificate of completion, final or otherwise, by the Project Monitoring Committee or other competent authority the Contractor shall make good the same at his own expenses, or in default the Project Monitoring Committee or other competent authority may cause the same to be made good by other workmen, and deduct the expenses (of which the certificate of the Project Monitoring Committee or other competent authority shall be final) from any

sums that may be due or may thereafter become due to the Contractor, or from his Security Deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

15. Work on Notified Holiday

No work shall be done on any notified holiday without the sanction in writing of the Project Monitoring Committee or other competent authority

16. SETTLEMENT OF DISPUTES -TIME LIMIT FOR DECISION

(a) If any dispute or difference of any kind whatsoever were to arise between the Project Monitoring Committee and the Contractor regarding the following matters namely,

(i) The meaning of the specifications designs, drawing and instructions herein before mentioned,

(ii) The quality of workmanship or materials used on the work and

Any other question, claim right, matter, thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specification, estimates, instructions, or orders, or those conditions, or failure to execute the same whether arising during the progress of the work, or after the completion, termination or abandonment thereof, the dispute shall, in the first place, be referred to the Director, NIPER Hyderabad. The Director, NIPER Hyderabad shall within a period of fifteen days from the date of being requested by the Contractor to do so give written notice of its decision to the Contractor.

- (b) Director's decision final.

Subject to other form of settlement hereafter provided, the Director's decision in respect of every dispute or difference so referred shall be final and binding upon the Contractor. The said decision shall forthwith be given effect to and Contractor shall proceed with the execution of the work with all due diligence.

- (c) Remedy when Director's decision is not acceptable to Contractor

In case the decision of the Director is not acceptable to the Contractor, he may approach the Law Court at for settlement of dispute after giving due written notice in this regard to the Director within a period of ninety days from the date of receipt of the written notice of the decision of the Director. All lawsuits are subjected to Hyderabad jurisdiction only.

- (d) Time limit for notice to approach Court of law by Contractor

If the Director has given written notice of his decision to the Contractor and no written notice to approach the law court has been communicated to him by the Contractor within a period of ninety days from receipt of such notice, the said decision of Director shall be final and binding upon the Contractor.

- (e) Time limit for notice to approach law c o u r t b y Contractor when decision is not given by Director, NIPER Hyderabad as at (b).

If the Director fails to give notice of his decision within a period of ninety days from the receipt of the Contractor's request in writing for settlement of any dispute or difference as aforesaid, the Contractor may within ninety days after the expiry of the first named period of ninety days approach the Law Courts at Hyderabad giving due notice to the Director.

- (f) Contractor to execute and complete work pending settlement of dispute.

Whether the claim is referred to the Director or to the Law Courts, as the case may be, the Contractor shall proceed to execute and complete the works with all due diligence pending settlement of the said dispute or differences.

- (g) Obligations of The Project Monitoring Committee and Contractor shall remain unsettled during considerations of dispute.

The reference of any dispute or difference to the Director or the Law Court may proceed notwithstanding that the works shall then be or be alleged to be complete, provided always that the obligations of the Project Monitoring Committee and the Contractor shall not be altered by reason of the said dispute or difference being referred to the Director or the Law Court during the progress of the works.

17. CONTRACTOR TO PAY COMPENSATION UNDER WORKMEN'S COMPENSATION ACT. Insurance of on-site works clause to be included in an appropriate location.

- (a) The Contractor shall be responsible for and shall pay any compensation to his own workmen payable under the relevant Workmen's Compensation Act for injuries caused to the workmen. If Institute pays such compensation on behalf of the Contractor, it shall be recoverable by Institute from the Contractor under the relevant clauses.
- (b) Contractor to pay expenses of providing medical aid to workmen.

The Contractor shall be responsible for and shall pay the expenses of providing medical aid to any workman who may suffer a bodily injury as a result of an accident. If Institute incurs such expenses, the same shall be recoverable from the Contractor forthwith and be deducted without prejudice to any other remedy of Institute, from any amount due or that may become due to the Contractor.

18. Minimum age of persons employed by Contractor

(a) No Contractor shall employ any person who is under the age of 18 years. (b) The Contractor shall provide potable water facilities to the workers. Similar amenities shall be provided to the workers engaged on large works in urban area. (c) Removal of persons not satisfying conditions (a)

The Project Monitoring Committee or other authority is authorized to direct the removal or to remove through his own agency, from the work any person referred to in sub-clauses (a) above not satisfying these conditions and no responsibility shall be accepted by the Institute for any delay caused in the completion of the work by such directions for removal.

(d) Payment of fair and reasonable wages by Contractor.

The Contractor shall pay fair and reasonable wages, which shall not be less than the minimum wages fixed by Govt. of Telangana / Central Government of India from time to time to the workmen employed by him in the contract undertaken by him. In the event of any dispute arising between the Contractor, and his workmen on the ground that the wages paid are not fair and reasonable the dispute shall be referred without delay to The Project Monitoring Committee or other competent authority, who shall decide the same.

The decision shall not in any way affect the conditions in the contract regarding the payment to be made by Institute at the agreed tender rates.

19. METHOD OF PAYMENT OF BILLS

Payment to Contractors shall be made by cheques drawn by the Institute / Bank transfer.

20. SET OFF AGAINST ANY CLAIM OF INSTITUTE

Any sum of money due and payable to the Contractor (including the security deposit refundable to him) under this contract may be appropriated by the Institute and set off against any claim of Institute in respect of a payment of a sum of money arising out of or under any other contract made by the contract with the Institute.

21. RATES INCLUSIVE OF ALL TAXES.

(a) The rates to be quoted by the Contractor shall be inclusive of all taxes like GST etc., No extra payment on this account will be made to the Contractor.

22. Refund of Security Deposit (EMD & FSD):

The Security Deposit lodged/paid by a Contractor shall be refunded to him after all contractual obligations.

SECTION 8: SPECIAL CONDITIONS FOR WORKS

1. DEFINITION:

In the Contract (as hereinafter defined) the following definitions words and expressions shall have the meaning hereby assigned to them except where the context otherwise required.

- (a) Institute shall mean the NIPER Hyderabad.
- (b) The In-charge, who shall administer the work, shall be nominated by the Director NIPER Hyderabad.
- (c) Accepting authority shall mean the Chairman, Building and Maintenance Committee-Director, NIPER Hyderabad or his authorized representative.

2. ASSIGNMENT & SUBLETTING:

The Contractor shall not assign the contract or any part thereof without the written consent of the Engineer in-charge. The whole of the works included in the contract shall be executed by the Contractor except where otherwise provided in the contract and he shall be responsible for the acts, defaults and neglects of sub-Contractor.

3. SCOPE OF CONTRACT:

The contract comprises the Extension of canteen within Two (2) months and maintenance of the works for Thirty-Six (36) months after actual date of completion and handing over to NIPER HYDERABAD. The Contractor shall carry out and complete the said work in every respect in accordance with this contract and as per the directions/ written instructions of the Engineer in-charge. These pertain to the following:

- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- (b) All materials are to be supplied as per approved shop drawings. Any excess material brought to site shall be taken back by the agency and no claim for payment of the same shall be entertained by NIPER Hyderabad (c) Removal and substitution of material from the site.
- (d) The dismissal from the works of any persons employed.
- (e) The opening up for inspection of any work covered up.
- (f) Amending / making good of any defects.

The Contractor shall forthwith comply with and duly execute any instructions of work in Project Monitoring Committee's instructions, provided always that the verbal instructions and explanations given to the Contractor or his representative upon the works shall, if involving a variation, be confirmed in writing by the Contractor within seven days and if not dissented in writing within a further seven days by the Project Monitoring Committee shall be deemed to be instructions of the In-charge within the scope of the contract.

4. Vetting of Drawings

The contractor is responsible for architectural and structural design of the building including planning and designing of services.

- i. The soil investigation is the part of the structural design.

- ii. The contractor should get the drawings of the structure vetted from any practicing Chartered Engineer. The vetted drawings should be submitted to the office of NIPER within 10 days of award of work.

The work shall not start without the vetted drawings submitted to the office of NIPER obtaining consent from the iii. director

- iv. Drawings annexed with the Bid Document for the purpose of tendering. These drawings are intended to give a fair picture of the scope of work involved. If required, the contractor may request for any additional details/clarifications.
- v. Any item of works, not indicated on the drawing but in line with the design parameter and standard specifications, shall be deemed to be a part of the contractual obligation and nothing extra shall be paid to the contractor for the same vi. 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 rates and prices quoted in the price bid, which rates and 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. CONTRACT DOCUMENT:

All documents, forming the contract, are to be taken as mutually explanatory of one another and in case of ambiguities or discrepancies the same shall be explained and adjusted by the Project Monitoring Committee who shall thereupon issue to the Contractor its interpretation directing in what manner the work is to be carried out.

The successful tenderer shall be required to enter into an agreement with NIPER Hyderabad as per approved format given in the tender document. The Bill of Quantities & rates filled by the successful tenderer, technical bid document, minutes of the pre-bid meeting, negotiation letter and the award letter shall form part of the agreement to be signed by the successful tenderer. The cost of stamp paper and stamp duty, required for the agreement, shall be borne by the Contractor.

The Contractor shall study the Tender drawings thoroughly before the commencement of work. In case of any discrepancy the Contractor shall seek clarification before proceeding with the works.

The Contractor shall make recesses, holes, opening etc. as may be required, nothing extra shall be payable on this account, including finishing the same.

The Contractor shall be fully responsible for the safe custody of materials brought by him to site.

6. Contractor's supervision

- a. The Contractor, without prejudice to the rights of the Employer regarding execution of work asset out in the various clauses of this contract, shall provide full superintendence during the execution of the work and also thereafter as the Employer may decide. The contractor shall locate a competent representative and any necessary assistants duly approved by the Employer constantly on the works and shall give whole time supervision on the works. Such authorized representative shall receive on behalf of the contractor, directions and instructions from the Employer.
- b. Misconduct of the contractor's staff: The Employer shall be at liberty to object to and require the contractor to remove from the works any person who engaged by the contractor who, in opinion of the Employer is incompetent or negligent or misconducts himself in the performance of his duties or whose

continuance on the work is otherwise considered undesirable. Such persons shall be removed forthwith and shall not be reemployed in and about the site of the works. Any person so removed shall be replaced forthwith by a competent substitute failing which such action of the Contractor will be termed as breach of contract and the consequences will follow.

- c. Contractor's responsibility for method of working: The contractor shall be responsible for the practicability and suitability of application of his method.
- d. Setting out works, levels, alignment, dimensions & measurements: The contractor shall be responsible for the true and proper setting out of works and for the correctness of the dimensions of all works being executed. If, at any time during the progress of the works, any error shall appear in regard to positioning, level, dimensions or alignment etc., of any part of works, the contractor shall immediately notify the Employer and shall at his own expense rectify such errors and mistakes with the approval of the Employer. The direction of the Employer for the checking of any setting out or dimensions or levels shall not in any way relieve the contractor of his responsibility under the contract. The contractor shall also supply the requisite number of persons with necessary instruments and accessories for making any counting and taking measurements or examination of works at any time during the progress of the works.
- e. Care of site: The contractor shall at all times during the execution of the works maintain the site and working area free from all surplus materials, rubbish and offensive matter all of which shall be disposed of in a manner to be approved by the Employer on the completion of the works, the contractor shall clear away and remove from the site all surplus materials, rubbish and temporary works in a manner to be approved by the Employer and leave whole of the site and works clean and in a workman like condition
- f. Contractor's office and stores: All offices, sheds and stores required by the contractor shall be erected at his own cost with the prior approval of the Employer and shall be dismantled and removed upon the completion of the contract if so directed, within 1 week of the issue of such intimation. Such structures shall be subject to the approval of the Employer and shall be maintained in a clean and hygienic condition throughout the period of work.
- g. Care of the works: The Contractor shall take full responsibility for the care of works and all Temporary works from the commencement to the completion of the project and in case any damage or loss shall happen to the works or to any part thereof for many causes whatsoever

7. Inspection of works

- (a) All work under or in course or execution or executed in pursuance of the contract shall at all times be open for inspection and supervision of the Employer. The contractor shall at all times during the normal working hours and all other times at which reasonable notice of the intention of the Employer to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.
- (b) Employer and the instructions recorded therein shall be deemed to have the same force and effect as if they had been given to the contractor himself. The contractor or his representative on the site must sign the book in token of his having per used the orders given therein.
- (c) Rectification of defects: If, during the progress of the work, the Employer observes and notifying writing to the contractor that the contractor executed any unsound or imperfect work to those specified, the contractor on receiving details of such defects or deficiencies shall, at his own expense, within such time as may be reasonably necessary for making it good, proceed to alter, reproduce, or remove such work and redo the work conforming to the standard of the specifications. In case the contractor fails to do so, the Employer may, on giving the contractor

seven days' notice in writing of his intention to do so, proceed at the cost of the contractor to remove the work or materials objected to and perform all such work or supply all such materials provided that nothing in this clause shall be deemed to deprive the Employer of or affect any rights under the contract which it may otherwise have in respect of such defects or deficiencies.

8. Safety, Health and Environment

- (a) The Contractor(s) shall take all precautions to avoid accidents by exhibiting necessary caution boards. He shall be responsible for all damages and accidents caused to existing/new work due to negligence on his part. In case of any accident of labour / contractual staff the entire responsibility will rest on the Contractor and any compensation under such circumstances if becomes payable shall be entirely borne by the Contractor.
- (b) Appropriate personnel protective equipment such as helmets, gloves, goggles, aprons, safety belts etc. shall be provided to the workers employed at work site.
- (c) All hazardous materials shall be labeled with the name of the materials, the hazards associated with its use and necessary precaution to be taken.
- (d) Contractor shall ensure that during the performance of the work, all hazard to the health of personnel, have been identified, assessed and eliminated.
- (e) The Contractor has to keep a record of all the workers employed at site, mark daily attendance along with the location of the work. All the labour record shall be made available for inspection and verification as and when required.

9. PROGRAMME CHART:

- (a) The Contractor shall prepare an integrated bar chart for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, material and equipment required for the fulfillment of the contract within the stipulated period or earlier and submit the same for approval within ten days of award of the contract.
- (b) If at any time, it appears that the actual progress of work does not conform to the approved programmer referred above, the Contractor shall produce a revised programmer showing the modifications to the approved programmer to ensure completion of the work. The modified schedule of programme shall be approved by the director.
- (c) The submission for approval of such programme or the furnishing of such particulars shall not relieve the Contractor of any of the duties or responsibilities under the contract. This is without prejudice to the right of Project Monitoring Committee to take action against the Contractor as per terms and conditions of the agreement.

10. QUALITY ASSURANCE:

- (a) The Contractor shall establish, document and maintain an effective quality assurance system as outlined in the specifications and various codes and standards.
- (b) The bidder shall understand scope of the work, drawing, specifications and standards etc. attached with the tender or to be followed and shall seek clarification, if any before submission of the tender

- (c) The quality assurance system plans / procedures / method statement to be followed shall be furnished in the form of quality assurance manual. It should cover quality assurance, plan procedure, specifications, frequency of the inspection, testing, acceptance criteria, method of sampling, testing etc. to be followed for quality.
- (d) The approval of quality assurance does not absolve the Contractor of the contractual obligations towards executing the work as laid down in the specification of the work.
- (e) The Contractor shall produce quality control records in the formats approved by Engineer- in-charge in the quality assurance plan.
- (f) The Contractor shall ensure the enforcement of quality assurance plan by all his specialized agencies as approved. The Project Monitoring Committee reserves the right to inspect, witness, review any stage of the work at site as deemed necessary for quality assurance and / or timely completion of work.
- (g) The Contractor shall procure required materials in advance so that there is sufficient time for testing of the materials and clearance of the same before use in the work. The Contractor shall provide at his own cost suitable measuring arrangements at site for checking the dimensions as may be necessary for execution of work.

11. TESTING OF MATERIALS

- (a) All the required tests as per Technical Specification should be conducted at the cost of the Contractor, unless specifically mentioned otherwise. All materials which are to be tested at the manufacturer's works shall satisfactorily pass the tests in the presence of the authorized representative of NIPER HYDERABAD before being used in the work. In case all requisite testing facilities are not available at the manufacturer's premises, such testing shall be conducted at approved laboratory. The charges for such testing shall be borne by the Contractor.

12. WARRANTIES AND GUARANTEES:

The following Warranty will form part of the contract placed on the successful Bidder:

- a. Except as otherwise provided, the Contractor hereby declares that the services, stores articles sold / supplied to NIPER HYDERABAD under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The Contractor hereby ensures Guarantee that the said service/goods would continue to conform to the description and quality aforesaid for a period of 36 months from the date of handing over of the said services/goods to the Project Monitoring Committee, if during the aforesaid period of 36 months the said services/stores be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Project Monitoring Committee in that behalf, shall be final and binding on the CONTRACTOR and the Project Monitoring Committee shall be entitled to call upon the contractor to rectify the services/stores or such portion thereof as is found to be defective by the Project Monitoring committee within 36 months, or such specified period as may be allowed by the Project Monitoring Committee in his discretion on application made thereof by the , and in such an event, the above period shall apply to the services/stores rectified from the date of rectification mentioned in warranty thereof, otherwise the Contractor shall pay to the Project Monitoring Committee such compensation as may arise by reason of the breach of the warranty therein contained.
- b. Project Monitoring Committee reserves the right to declare any defect/short comings as critical to the extent that Contractor will replace the item rather than rectifying

13. MATERIALS AND WORKMENSHP

Unless some special Warranty/Guarantee clause has been stipulated elsewhere in the invitation to the tender or any of its annexure, the following warranty shall form part of the contract placed on successful tender: -

- (a) Contractor shall fully warrant that all the components supplied under the order shall be new and of first quality according to the specifications and shall be free from defects (even concealed fault, deficiency in design, materials and workmanship).
- (b) NIPER Hyderabad shall inform Contractor and Contractor shall immediately on receipt of any complaint regarding defects, depute their personnel as soon as practicable but use reasonable efforts to commence such work in no event later than 7 days to investigate the causes of defects and arrange rectification /replacement/modification of the defective equipment at site without any cost to NIPER Hyderabad within a reasonable period. If the Contractor fails to take proper corrective action to repair/replace the defects satisfactorily within a reasonable period, this Organization shall be free to take such corrective action as may be deemed necessary at Contractor risk and cost after giving notice to the Contractor.
- (c) If in an emergency warranty service situation exists, the Contractor and NIPER Hyderabad determines On-site Technical assistance is necessary, the Contractor shall dispatch emergency service personnel to the site to attend to the problem and rectify the defect as promptly as practicable. The Contractor shall maintain a technical assistance center and shall have technical support available to NIPER Hyderabad in accordance with the requirement.
- (d) If the Contractor subcontracts any part of the system or any of the services to a Third party, the Contractor is still liable for the Warranty/guarantee of the equipment/services so subcontracted as per the above clauses.
- e. No alterations, modifications, deviations or amendments, omissions, additions, substitutions of the work, either in whole or in part under the contract as shown by the contract specifications shall be made by the contractor except as directed in writing by the Employer.
- f. Rates: The rates for such additional altered or substituted work shall be worked out in accordance with the following provisions in their respective order.
 - If the rates for the additional altered or substituted work are directly available in the contract for the work, contractor is bound to carry out the work at the same rates as are available in the contract for the work.
 - If the rates for additional, altered or substituted work are not directly available in the contract for the work, the rates will be derived from the rates for a similar class of work as specified in the contract for the work.
 - If the rates for the altered, additional or substituted work cannot be determined in the Manner specified in sub-clause (i) and (ii) above, then the contractor shall, within 10 days of the date of receipt of order to carry out the work, inform the Employer of the rate which it is his intention to charge for such work supported by analysis of the rate or rates claimed on the basis of the prevailing market rates. Rate is to be submitted to NIPER and on approval of the same by NIPER, work may be carried out by the contractor in accordance to the instructions of NIPER. However, the Employer by notice in writing will be at liberty to cancel its order to execute such work and arrange to carry out in such manner, as it may deem advisable. But under no circumstances shall the contractor suspend the work once ordered in writing on the plea of non-settlement of rates of items falling under this clause.

Technical Specifications

I. List of Approved Materials

S.No	Description of items	Make
	Vitrified Tiles	Somany, Ajaria, Orient Bells, NITCO, H&R Johnson, RAK
	Steel	Tata, Jindal or any renowned brand

II. Specification:

SL NO	DESCRIPTION	UNIT	QUANTITY
	Extension of Canteen block (32X40x12) FEET		
1)	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift up to 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.	CUM	60
2)	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift up to 1.5 m.	CUM	20
3)	Supplying and filling in plinth with MACHINE CRUSHED ROBO SAND under floors, including watering, ramming, consolidating and dressing complete.	CUM	60
4)	1:5:10 (1 Cement : 5 coarse sand (zone-III) derived from natural sources : 810graded stone aggregate 40 mm nominal size derived from natural sources)	CUM	13
5)	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete up to plinth levelThermo-Mechanically Treated bars of grade Fe-500D or more.	Kg	450

6)	<p>Providing and laying Vitrified tiles in floor in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS:15622, of approved brand & manufacturer, in all colors and shade, laid on 20 mm 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. The tiles must be cut with the zero chipping diamond cutter only . Laying of tiles will be done with the notch trowel, plier, wedge, clips of required thickness, leveling system and rubber mallet for placing the tiles gently and easily. Double charge vitrified tile polished finish of size Size of Tile 600 x 600 mm</p>	SQM	120
7)	<p>Brick work with non modular fly ash bricks conforming to IS:12894, class designation 10 average compressive strength in super structure above plinth level up to floor V level in : Cement mortar 1:6 (1 cement : 6 Coarse sand)</p>	CUM	6
8)	<p>Random rubble masonry with hard stone in foundation and plinth including levelling up with cement concrete 1:6:12 (1 cement : 6 coarse sand : 12 graded stone aggregate 20 mm nominal size) up to plinth level with : Cement mortar 1:6 (1 cement : 6 coarse sand)</p>	CUM	20
9)	<p>Kota stone slab flooring over 20 mm (average) thick base laid over and jointed with grey cement slurry mixed with pigment to match the shade of the slab, including rubbing and polishing complete with base of cement mortar 1 : 4 (1 cement : 4 coarse sand) : 25 mm thick</p>	SQM	27

10)	Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete. Hot finished seamless type tubes	KG	1400
11)	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	KG	1300
12)	Kota stone slabs 20 mm thick in risers of steps, skirting, dado and pillars laid on 12 mm (average) thick cement mortar 1:3 (1 cement: 3 coarse sand) and jointed with grey cement slurry mixed with pigment to match the shade of the slabs, including rubbing and polishing complete	SQM	30
13)	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade : Two or more coats on new work	SQM	100
14)	Providing corrugated G.S. sheet roofing including vertical / curved surface fixed with polymer coated J or L hooks, bolts and nuts 8 mm diameter with bitumen and G.I. limpet washers or with G.I. limpet washers filled with white lead, including a coat of approved steel primer and two coats of approved paint on overlapping of sheets complete (up to any pitch in horizontal/ vertical or curved surfaces), excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required. 1.00 mm thick with zinc coating not less than 275 gm/m ²	SQM	150

15)	<p>Providing ridges or hips of width 60 cm overall width plain G.S. sheet fixed with polymer coated J or L hooks, bolts and nuts 8 mm dia G.I. limpet and bitumen washers complete.</p> <p>0.80 mm thick with zinc coating not less than 275 gm/m²</p>	METRE	24
16)	<p>Providing and fixing 15 cm wide, 45 cm overall semi-circular plain G.S. sheet gutter with iron brackets 40x3mm size, bolts, nuts and washers etc., including making necessary connections with rain water pipes complete.</p> <p>0.80 mm thick with zinc coating not less than 275 gm/m²</p>	METRE	24
17)	<p>Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 meters lead as per direction of Engineer-in-charge In cement mortar</p>	cum	3.5
18)	<p>15.9 Demolishing stone rubble masonry manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 meters lead as per direction of Engineer-in-charge : In cement mortar 15.</p>	cum	1
19)	<p>Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 meters lead :Of area beyond 3 sq. meters</p>	each	1
20)	<p>Dismantling wood work in frames, trusses, purlins and rafters up to 10 metres span and 5 metres height including stacking the material within 50 metres lead</p>	metre	4.2

21)	Encasing rolled steel sections, in beams and columns, with cement concrete 1:1.5:3 (1 cement : 1.5 coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources) including centering and shuttering complete but , excluding cost of reinforcement.	CUM	3
22)	Dismantling steel work manually/ by mechanical means in built up sections without dismembering and stacking within 50 metres lead as per direction of Engineer-in-charge.	kg	432
23)	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 123.85	SQM	100
24)	12 mm cement plaster 1:6 (1 CEMENT:6 fine SAND).	SQM	100
LS	Providing LED tube light(8 no.),ceiling fans (6 no.)with fixtures ,fittings etc	LS	ONE JOB
LS	PROVIDING & LAYING WIRE & CABLES,distribution board , AS PER REQUIREMENT	LS	ONE JOB

