

**Tender
for
Renovation of Ladies Washrooms**

**Tender No: CDACH/PUR/26/Washroom-HWP
Date: July 23, 2026**

CENTRE FOR DEVELOPMENT OF ADVANCED COMPUTING

A Scientific Society of Ministry of Electronics & Information Technology,
Government of India

**Plot No 6&7, Hardware Park, Sy No. 1/1, Srisailem Highway,
Pahadi Shareef via, Keshavgiri (Post), Hyderabad – 501510.**

www.cdac.in

C-DAC invites ONLINE bids for Renovation of Ladies Washrooms

Prospective Bidders may download the Tender Document from www.cdac.in/ <https://eprocure.gov.in/eprocure/app>. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission' and submit duly filled bids online on the website <https://eprocure.gov.in/eprocure/app> as per the schedule given in the Tender Document; along with a Tender document fee of Rs. 1180/- (non-refundable) payable through NEFT to CDAC, Hyderabad and EMD of Rs 90,000/- through NEFT in favour of **CENTRE FOR DEVELOPMENT OF ADVANCED COMPUTING, HYDERABAD**.

Tender Fee and EMD in the form of DD/CASH will not be accepted.

TENDER SCHEDULE *Tender No: CDACH/PUR/26/Washroom-HWP*

Name of the Institute	Centre for Development of Advanced Computing, Hyderabad
Work Site	Centre for Development of Advanced Computing, Plot No. 6 & 7, Hardware Park, Srisailem Highway, Hyderabad
Estimated Cost of works	Rs 30,00,000
EMD	Rs 90,000
Date of Release of Tender	July 23, 2026
Last date of submission of bids	August 13, 2026 before 15:00 Hrs.
Date of opening of Technical bids	August 14, 2026 @ 16:00 Hrs
Place of opening of technical bids	C-DAC, Hyderabad (Hardware Park campus).

- **Bank Details for payments through NEFT are mentioned in Annexure H**

INSTRUCTION FOR ONLINE BID SUBMISSION:

The bidders are required to submit soft copies of their bids electronically through the CENTRAL PUBLIC PROCUREMENT PORTAL (www.eprocure.gov.in), using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION:

- Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (url: <https://eprocure.gov.in/eprocure/app>) by clicking on the link 'Click here to Enrol'.

Enrolment on the CPP Portal is free of charge.

- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others, which may lead to misuse.
- Bidder then logs into the site through the secured login by entering their userID / password and the password of the DSC / eToken.
- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder.

This would enable the CPP Portal to intimate the bidders through SMS / E-mail in case there is any corrigendum issued to the tender document.

- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.
- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100dpi with black and white option.
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard

documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use 'My Space' area available to them to upload such documents. These documents

may be directly submitted from the 'My Space' area while submitting a bid, and need not be uploaded repeatedly. This will lead to a reduction in the time required for bid submission process.

- Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
 - The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
 - Bidder has to select the payment option as 'offline' to pay the tender fee / EMD as applicable and enter details of the instrument(s).
 - Financial bids to be submitted in PDF format.
 - The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission,
 - All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bid encryption technology. Data storage encryption of sensitive fields is done.
 - The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
 - Upon the successful and timely submission of bids, the portal will give a successful bid submission message and a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the Tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24*7 CPP Portal Helpdesk. The contact number for the helpdesk are 0120-4200 462, 0120-4001 002, 0120-4001 005, 0120-6277 787,

e-mail for Technical - support-eproc@nic.in.

- The tenders will be received online through portal <https://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
- Possession of Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/ e-Token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link 'Information about DSC'.

Tenderers are advised to follow the instructions provided in the 'Instructions to the Tenderers for the e-Submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>.

SECTION I: INVITATION FOR BIDS (IFB)

1. Introduction:

Centre for Development of Advanced Computing (C-DAC) is a Scientific Society of the Ministry of Electronics & Information Technology (MeitY), Government of India. It has established R&D facility in Hardware Park on Srisailem Highway, Hyderabad. It is proposed to Renovate the Ladies Washroom located in Ground Floor, First Floor, Second Floor and Third Floor in the Office Building of the campus.

For the proposed works, C-DAC invites online bids through Central Public Procurement Portal (<https://eprocure.gov.in/>) in **two bid system** from approved, eligible and reputed contractors/firms registered with CPWD, PWD, MES, PSUs, BSNL, Railways and Telangana State PWD (R&B) and State government's Organizations, dealing with Plumbing and Sanitation related works for the following composite works of the C-DAC:

Prospective Bidders may download the Tender Document from www.cdac.in / <https://eprocure.gov.in/eprocure/app> . Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission' and submit duly filled bids online on the website <https://eprocure.gov.in/eprocure/app> as per the schedule given in the Tender Document.

S. No.	Name of Work	Earnest Money (In lacs)	Last Date of Submission of Tender	Date of Opening of Technical Bid
1	Renovation of Ladies Washrooms located in Ground Floor, First Floor, Second Floor and Third Floor in the Office Building of Hardware Park campus (as per details provided in the Scope of Work)	90,000	13.08.2026 15.00 Hrs	14.08.2026 16.00 Hrs

The time of completion of work is 10 days.

2. Contact information:

Purchase Department

Centre for Development of Advanced Computing

Plot No. 6 & 7, Hardware Park,

Srisailem Highway, Via Pahadi Shareef,

Hyderabad - 501510

E-mail: purchase-hyd@cdac.in

3. Two bid System – Online submission through

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

The Two-e-bid system will be followed for this tender. In this system, bidder must submit their offer - online in e-packets as explained below:

Online - Envelope No. 1: "Technical eBid" shall contain: (PDF format only)

- i. Covering letter, as per Annexure – A.
- ii. Authorization letter (on bidder's letterhead) issued by the competent authority of bidder, authorizing the signatory to sign on behalf of the bidder, as per Annexure – B
- iii. Scanned copy of UTR/Transaction proof towards tender fee of Rs. 1180/- (Rupees One Thousand One Hundred and Eighty Only) paid through NEFT to CDAC, Hyderabad.
- iv. Scanned copy of UTR/Transaction proof towards EMD of Rs. 90,000/- (Rupees Ninety Thousand Only) paid through NEFT to CDAC, Hyderabad. (The proof of remittance/transaction slip or supporting documents, exempting the bidder to submit the tender fees, must be uploaded along with the other documents on or before the Due Date & Time of the Tender). The document submitted for claiming exemption of EMD should clearly indicate the appropriate category matching the Item Description.
The offer without the receipt for EMD shall not be considered. The EMD shall bear no interest. EMD will not be accepted in the form of cash /cheque.

(Note: Eligible Bidders claiming EMD exemption under appropriate category shall submit Bid Security Declaration in the provided format duly signed by their Authorized Signatory)
- v. A copy of Certificate of Incorporation, Partnership Deed / Memorandum and Articles of Association / any other equivalent document showing date and place of incorporation, as applicable, in support of eligibility criteria.
- vi. Bidder should have minimum annual turnover of 15.00 Lakhs for each of last three financial years. The copy of the certificate from a Chartered Accountant for the financial year 2022-2023, 2023-2024, 2024-25 indicating the annual turnover of the bidder.
- vii. The detailed technical specification, make, model, part number & **compliance of each item offered** supported by the printed catalogue / leaflet published by the Principal Manufacturer, should be provided in the **Compliance Table**
- viii. Copy of supply order / installation reports in the name of bidder indicating that the bidder has satisfactorily completed at least -

three works of similar nature each costing not less than 40% of the estimated cost

OR

completed at least two works of similar nature each costing not less than 50% of the estimated cost

OR

completed at least one works of similar nature costing not less than 80% of the estimated cost with any Central Government or State Government or Organisations of Central/State government. The successful completion certificate issued by client not below the rank of Executive Engineer should contain date of start, date of completion, value on completion etc.

(Note: Similar Works means Plumbing works related to Modification or Construction of Washroom/Toilet)

- ix. Undertaking to the effect that a Security Deposit of 5% of the order value will be submitted in case C- DAC decides to place the Purchase Order.
- x. A photo copy of the commercial bid without prices (**prices blocked**) and copy of commercial terms & conditions (in details) as included in the Financial bid. C-DAC reserves the right to reject the bid in case of discrepancy observed in the un-priced Financial Bid and the actual Financial bid.
- xi. All the Commercial Terms (Applicable Taxes, Delivery Period, Transportation etc) of the Bid, should explicitly mentioned in the Technical Bid.
- xii. Undertaking to the effect that the terms and conditions, clauses etc. stipulated in this tender are acceptable as per **Annexure- E** attached.
- xiii. Duly filled Technical Bid with proper seal and signature of the authorised person (with name, designation, email id & contact no.) The authority letter, as per the format attached at **Annexure – B**

NOTE: C-DAC RESERVES THE RIGHT TO REJECT THE BID IF ANY OF THE ABOVE LISTED DOCUMENT/S IS NOT SUBMITTED.

4. Online - Envelope 2: “Financial eBid” shall contain: (PDF format only)

The Financial Bid along with detailed terms and conditions, complete in all respects with proper seal and signature of authorised person with name, designation, email id and contact no.

5. Both the Technical bid and Financial bid should be addressed to:

**Purchase Department
Centre for Development of Advanced Computing
Plot No. 6 & 7, Hardware Park,
Srisailem Highway, Hyderabad – 501510**

Date of submission/Due Date of bids and opening of the Technical bids – Online.

Last date for uploading the ebids is on **August 13, 2026** up to **15:00 Hrs** through www.eprocure.gov.in/eprocure/app portal:

6. Technical ebids will be opened - online on August 14, 2026 at 16:00 Hrs through www.eprocure.gov.in/eprocure/app portal at:

Centre for Development of Advanced Computing (C-DAC)
Plot No. 6 & 7, Hardware Park, Srisailem Highway, Hyderabad – 501510
Email: purchase-hyd@cdac.in

The bids must be submitted on-line. The representatives (maximum two) of bidders are welcome to attend the opening of the 'online' technical ebids.

In case bidder requires any clarifications / information, they may contact through email id purchase-hyd@cdac.in, on or before 07.08.2026 – 15:00 Hrs.

Note: Please do not include Financial details/Prices in the technical bid. If the price quoted is submitted / leaked with technical bid, the tender will be rejected at the sole discretion of C-DAC.

7. Opening of Financial ebids – online through www.eprocure.gov.in/eprocure/app:

Financial ebids of the qualified bidders only will be opened, in the presence of the bidders or their authorized representative of the bidders, who choose to attend, at the time place and date to be informed later. The authorized representative of bidders, present at the time of opening of the bids shall be required to sign an attendance register as a proof of having attended the commercial bid opening.

The bidder's name, bid prices, discounts and other appropriate details will be displayed at the time of the opening of the commercial bids.

(END OF SECTION I)

SECTION II: GENERAL CONDITIONS OF CONTRACT (GCC)

1. Locations for the Renovation of Washrooms is at

The works as described in Schedule of Requirements must be carried out at:

Centre for Development of Advanced Computing (C-DAC)
Plot No. 6 & 7, Hardware Park, Srisailem Highway
Hyderabad 501510, Telangana, INDIA.

2. Delivery Period:

The works as described in the Schedule of Requirements (Section – IV) must be executed/completed within 30 days from the date of placement of order. This includes the Work Completion, Site Inspection, Handing Over the site along with issuance of Satisfactory Work Completion.

3. Order Placements:

The Supply Order shall be released by:

Centre for Development of Advanced Computing (C-DAC)
Plot No. 6 & 7, Hardware Park, Srisailem Highway
Hyderabad 501510, Telangana, INDIA.

The payments shall be released by:

Centre for Development of Advanced Computing (C-DAC)
Hardware Park, Srisailem Highway, Hyderabad

4. Eligibility Criteria:

- i. Should have satisfactorily completed at least -
- ii. Three works of similar nature each costing not less than 40% of the estimated cost
OR
- iii. Completed at least two works of similar nature each costing not less than 50% of the estimated cost
OR
- iv. Completed at least one works of similar nature costing not less than 80% of the estimated cost with any Central Government or State Government or Organisations of Central/State government. The successful completion certificate issued by client not below the rank of Executive Engineer should contain date of start, date of completion, value on completion etc.

(Note: Similar Works means Plumbing works related to Modification/Renovation/Construction of Washrooms)

- v. Should have valid Commercial Tax/GST/EPF/PAN Number. Should furnish proof of submission of latest Income Tax return.
- vi. Should have valid company/firm/partnership registration.
- vii. Should be registered with any of the CPWD, PWD, MES, PSUs, BSNL, Railways and State government's Organization.

- viii. Should have an annual average turnover equal to the 50% of estimated cost of the respective work during the last three Financial Years
- ix. The Sanitary items to be supplied/fixed by the bidder should meet all quality standards.
- x. The defects liability period is 1 year from the date of completion.
- xi. The bidder should not be under a declaration of ineligibility for corrupt and/or fraudulent Practices issued by any Government entity.
- xii. The bidders should not have been blacklisted by any Government / Semi Government Organization, unless such blacklisting has been cancelled/ removed.

Note: The bidders should provide sufficient documentary evidence to support the eligibility criteria. C-DAC reserves the right to reject any bid not fulfilling the eligibility criteria.

5. Exemptions:

If in the view of bidder, any exemption / relaxation are applicable to them from any of the eligibility requirements, under any Rules, process, Guidelines, Directives of Government of India, bidder may submit their claim for the applicable exemption /relaxation, quoting the valid Rule, process, Guidelines or Directives. In this case the bidder must submit necessary and sufficient valid documents along with the technical bid, in support of their claim. The relevant and valid certificates in support of claim of exemption must be submitted.

6. Amendment to Bidding Documents

- i. At any time prior to the deadline for submission of bids, C-DAC may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.
- ii. The amendments to the tender documents, if any, will be notified by release of Corrigendum Notice on www.eprocure.gov.in/eprocure/app / www.cdac.in/tender against this tender. The amendments/ modifications will be binding on the bidders.
- iii. C-DAC at its discretion may extend the deadline for the submission of bids if it thinks necessary to do so or if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into consideration the amendments while preparing their bids.

7. Preparation of Bids

Bidder should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the bid documents. In case however, any corrections, overwriting, erasures or postscripts have to be made in the bids, they should be supported by dated signatures of the same authorized person signing the bid documents. However, bidder shall not be entitled to amend/ add/ delete/ correct the clauses mentioned in the entire tender document.

8. Earnest Money Deposit (EMD)

- i. The Earnest Money Deposit (EMD) must be submitted prior to the DUE DATE & TIME of submission of the online technical bid. The EMD is required to be paid through NEFT

or Bank Guarantee to C-DAC Hyderabad for an amount of Rs. 90,000/- (Rupees Ninety Thousand Only).

- ii. The EMD will be returned to the bidder(s) whose offer is not accepted, within 30 days from the date of opening of Financial bid(s). In case of the bidder whose offer is accepted, the EMD will be returned on submission of Security Deposit (Refer Clause 2 of Section III). However, if the return of EMD is delayed for any reason, no interest/ penalty shall be payable to the bidder.
- iii. The successful bidder, on award of contract / order, must send the contract/ order acceptance in writing, within 7 days of award of contract/ order, failing which the EMD will be forfeited and the order will be cancelled.
- iv. The EMD may be forfeited:
 - o If the bidder withdraws the bid during the period of bid validity specified in the tender.
 - o In case a successful bidder, fails to furnish the Performance Bank Guarantee (Refer Clause 4 of Section III).
 - o If the bidder fails to furnish the acceptance in writing, within 7 days of award of contract/ order.

9. Period of validity of bids

- i. Bids shall be valid for minimum 90 days from the date of submission. A bid valid for a shorter period shall stand rejected.
- ii. C-DAC may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request without forfeiting the EMD/BG. A bidder agreeing to the request for extension will not be permitted to modify his bid.

1. Submission of Bids- Online PDF format only.

The Bid documents shall be neatly arranged. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. **The conditional bid will be summarily rejected.** Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.

10. Deadline for Submission of Bids – Online Only.

Bids must be uploaded in the portal before the due date and time.

- i. C-DAC will not be responsible for any issues arising/pertaining with the eprocure.gov.in/eprocure/app portal for non-submission, failure in submission of ebids online.
- ii. C-DAC may extend this deadline for submission of bids by amending the bid documents and the same shall be suitably notified in the media.
- iii. C-DAC shall not be responsible and liable for the delay in receiving the bid for whatsoever reason.

11. Clarifications on Bid

All clarifications/queries on the technical specifications, tender terms and conditions, etc.; should be requested in writing by email on or before: 07.08.2026 (15.00 hrs.). Clarifications/queries from bidder shall be accompanied by Section no....., page no..... and clause no.of tender document. CDAC, Hyderabad reserves all rights to clarify any queries received after the above mentioned date. CDAC, Hyderabad shall publish all clarifications as corrigendum in CPP portal by: 10.08.2026 (17.00hrs). Individual mails on

the clarifications to the queries raised will not be sent to any of the bidders. CDAC, Hyderabad will not be bound to clarify any query received after the stipulated date and time for submission of queries.

12. Bid Opening & Evaluation of Bids

- i. The technical bids will be evaluated in two steps.
 - The bids will be examined based on eligibility criteria stipulated at Para 4 of Section – II to shortlist the eligible bidders.
 - The technical bids of only the short-listed eligible bidders shall be evaluated based on technical specifications stipulated at Section – IV.
- ii. The bidders whose technical bid is found to meet both the requirements as specified above will qualify for opening of the commercial bid and will be informed about the date and time of the opening of the commercial bid.
- iii. The duly constituted Tender Evaluation Committee (TEC) shall evaluate the bids. The TEC shall be empowered to take appropriate decisions on minor deviations, if any.
- iv. The bidder's name, bid prices, discounts and such other details considered as appropriate by C-DAC, will be announced at the time of opening of the Financial bids.

13. Comparison of Bids

- i. Only the short-listed bids from the technical evaluation shall be considered for Financial comparison.
- ii. For the purpose of comparison All Inclusive Prices shall be considered for the purpose of comparison.

14. Award of Contract

- i. C-DAC shall award the contract to the eligible bidder whose technical bid has been accepted and determined as the lowest evaluated Financial bid based on the Grand Total calculated of all items + taxes etc. of the Financial Bids. However, C-DAC reserves the right and has sole discretion to reject the lowest evaluated bid.
- ii. If more than one bidder happens to quote the same lowest price, C-DAC reserves the right to decide the criteria and further process for awarding the contract, decision of C-DAC shall be final for awarding the contract.

15. End User Certificate (if applicable):

C-DAC can provide end user certificate in advance in order to save on time/ delivery period. However, this does not mean that the order shall be placed on the same bidder. The bidder may submit the format of end user certificate at the earliest, preferably along with the technical bid.

16. Purchaser's Right to amend / cancel

- i. C-DAC reserves the right to amend the eligibility criteria, commercial terms & conditions, Scope of Supply, technical specifications etc.
- ii. C-DAC reserves the right to cancel the entire tender without assigning any reasons thereof.

17. Corrupt or Fraudulent Practices

- i. It is expected that the bidders who wish to bid for this project have highest standards of ethics.

- ii. C-DAC will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract;
- iii. C-DAC may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the award / execution of contract.

18. Interpretation of the clauses in the Tender Document / Contract Document

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Tender Document, the interpretation of the clauses by Director General, C-DAC shall be final and binding on all parties.

Except where provided for in the description of the individual items in the schedule of quantities and in the specifications and conditions laid down hereinafter and, in the Drawings, the work shall be carried out as per standard specifications and under the direction of the Employer / Consultant.

19. INTERPRETATION

In construing these conditions, the specifications, the schedule of quantities, tender and Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires:

- i) **Employer:** The term Employer shall denote C-DAC having their Building at Hardware Park, Srisailem Road, Hyderabad and any of its employees / representatives authorized on their behalf.
- ii) **Contractor:** The Contractor shall mean the individual or firm or company whether incorporated or not, undertaking the work and shall include legal representative(s) of such individual or persons composing such firm or company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
- iii) **Site:** The site shall mean the site where the work are to be executed as shown within the boundary in red border on the site plan including any building and erections thereon allotted by the Employer for the Contractors use.
- iv) **Site Engineer / Project Management Consultant (PMC):** The Site Engineer shall be appointed by the Employer. The Employer may also appoint the Project Management Consultant (PMC).
- v) **Drawings:** The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings which may be supplied or any other instruction, which may be given by the Employer / Consultant during the execution of the work.

All drawings relating to work given to the Contractor together with a copy of schedule of quantities are to be kept at site and the Employer/ Consultant shall be given access to such drawings or schedule of quantities whenever necessary.

The Contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at

least 20 days ahead from the time when it is required for implementation so that the Employer / Consultant may be able to give decision thereon.

- vi) **“The Work”** shall mean the work to be executed or done under this contract.
- vii) **“Act of Insolvency”** shall mean any act as such as defined by the presidency Towns Insolvency Act or in Provincial Insolvency Act or any amending statutes.
- viii) **“The Schedule of Quantities”** shall mean the schedule of quantities as specified and forming Part of this contract.
- ix) **“Priced Schedule of Quantities”** shall mean the schedule of quantities duly priced with the accepted quoted rates of the Contractor.

20. SCOPE

The work consists of **Renovation of Wash room at CDAC – Hardware Park campus** in accordance with the “Schedule of items and quantities”. It includes furnishing all materials, labour, tools and equipment and management necessary for and incidental to the construction and completion of the work. All work, during its progress and upon completion, shall conform to the lines, elevations and grades as shown on the drawings furnished by the Employer / Consultant. Should any detail, essential for efficient completion of the work be omitted from the drawings and specifications it shall be the responsibility of the Contractor to inform the Employer / Consultant and to furnish and install such detail with Employers’ / Consultant’s concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.

Employer / Consultant may in their absolute discretion issue further drawings and/or written instructions, details, directions and explanations, which are, here after collectively referred to as “The Employer’s / Consultant’s instructions” in regard to :

- a) The variation on modification of the design, quality or quantity of work or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawings or between the schedule of quantities and/or drawings and / or specification.
- c) The removal from the site of any defective material brought thereon by the Contractor and the substitution of any other material thereof.
- d) The opening up for inspection of any work covered up.
- e) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the Defect Liability period.

The contractor shall forthwith comply with and duly execute any work comprised in such Employer’s / Consultant’s instructions, provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the work by the Employer / Consultant shall if involving a variation be confirmed in writing to the contractor within seven days. No work for which rates are not specifically mentioned in the priced schedule of quantities shall be taken up without written permission of the Employer / Consultant. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the Employer in consultation with the Consultant as provided in clause “variation”.

21. DETAILED DRAWING AND INSTRUCTIONS

The Employer through its Consultant shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable there from.

The work shall be executed in conformity therewith and the Contractor shall not work without proper drawings and instructions.

Immediately after receipt of the work order of the contract the contractor shall prepare a detailed progress schedule and submit the same to the Employer through the Consultant for approval which shall indicate the dates for the starting and completion of the various stages of constructions.

COPIES FURNISHED

The Contractor on the signing hereof shall be furnished by the Employer through its Consultant free of charge with a copy of the priced schedule of quantities / rates, two copies of each of the said drawings and one copy of specifications and two copies of all further drawings issued during the progress of the work. Any further copies of such drawings required by the Contractor shall be supplied on payment of the charges thereof by the contractor.

OWNERSHIP OF DRAWING

All drawings, specifications and copies thereof furnished by the Employer through its Consultants are the property of the Employer. They are not to be used on other work, and with the exception of the signed contract set, are to be returned to the Employer on request at the completion of the work.

22. FAILURE BY CONTRACTORS TO COMPLY WITH EMPLOYER'S / CONSULTANT'S INSTRUCTIONS

If the contractor after receipt of written notice from the Employer and/or the Consultant requiring compliance of any instructions within ten days fails to comply with such further drawings and/or Employer's / Consultant's instructions, the Employer through the Consultant or other person, may employ other person to execute any such work whatsoever that may be necessary to give effect thereto and pay all cost incurred in connection therewith and same shall be recoverable from the contractor by the Employer on the certificate of the Consultant as a debt or shall have right to deduct same from any moneys due or to become due to the contractor.

23. BIDDER SHALL VISIT THE SITE

Intending tendered shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the work, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish. The Bidder shall provide in their tender for cost of carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc for proper execution of work as indicated in the drawings. The successful Bidder will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Employer / Consultant might be deemed to have reasonably been inferred to be so existing before commencement of work.

24. AGREEMENT

The successful Contractor shall sign the agreement as per draft agreement annexed within 15 days from the date of issue of formal work order and he shall pay for all stamps and legal expenses incidental thereto. However, the written acceptance of the Bidder by the Employer / Consultant on behalf of Employer will constitute a binding contract between the Employer and the person so tendering whether such formal agreement is or not subsequently executed.

25. ROYALTIES & PATENTS

The contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Employer harmless from loss on account thereof.

26. PERMITS AND LICENCES

Permits and licenses for release of materials which are under Government control will be arranged by the contractor. The Employer will render necessary assistance, sign any forms or applications that may be necessary.

27. GOVERNMENT AND LOCAL RULES

The Contractor shall conform to the provisions of all local Bylaws and Acts relating to the work and to the Regulations etc. of the Government and Local Authorities and of any company with whose system the structure is proposed to be connected. The Contractor shall give all notices required by the said Act, Rules, Regulations and Bylaws etc and pay all fees payable to such authority / authorities for execution of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc. and shall indemnify the Employer against such liabilities and shall defend all actions arising from such claims or liabilities.

28. TAXES AND DUTIES

The Bidders must include in their tender prices quoted for all duties, royalties, cess, excise, GST or any other taxes or local charges if applicable. No extra claim on this account will in any case be entertained. Payment of service tax if applicable shall be the sole responsibility of the contractor and the rate quoted by the contractor shall be deemed to be inclusive GST. No extra claim for service tax shall be payable to the contractor. C-DAC will not provide Form C or any such concessional form for relaxation of Taxes/ Octroi etc.

29. PROVISIONAL SUMS (P.S)

All provisional sum described in the schedule of quantities as P.S shall be exclusively allotted to the purchase of materials & not for any handling & fixing with profit (or transportation charges where and if required) which shall be separately included in the contract price and described in the schedule of quantities. The disposal of the amounts covered under this head will be absolutely at the discretion of the Employer. Contractor is to make payments for these materials to the suppliers on certificate or order issued by the Employer / Consultant and release them through his bills from the Employer.

30. QUANTITY OF WORK TO BE EXECUTED

The Quantities shown in the Schedule of quantities are intended to part the entire new structure indicated in the drawings but the Employer reserves the right to execute only a part or the whole or any excess thereof without assigning any reason therefore. If at any time after the commencement of the work, the Employer / Consultant shall for any reason whatsoever not require the whole work thereof as specified in the tender to be carried out, the Consultant / Employer shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage with which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reason of any alterations having been made in the original specification, drawing, designs and instructions which shall involve any curtailment of the work as originally contemplated.

31. OTHER PERSONS ENGAGED BY THE EMPLOYER

The Employer reserves the right to execute any Part of the work included in this contract or any work which is not included in this contract by other Agency or persons and the Contractor shall allow all reasonable facilities and use of his scaffolding for the execution of such work. The General building Contractor shall extend all co-operation in this regard.

32. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The Contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings schedule of quantities and specifications taken together whether the same or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancies therein he shall immediately and in writing refer the same to the Employer / Consultant whose decision shall be final and binding. The Contractor shall provide himself for fresh and tested water for carrying out the work at his own cost. **The Employer shall on no account be responsible for the expenses incurred by the Contractor for hired ground or fresh water obtained from elsewhere. Single point electricity will be provided by C-DAC with sub-meter and contractor will bear the electricity charges as per sub-meter reading.**

The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract and beyond the unit price no extra payment will be allowed for incidental or contingent work, labour and / or materials inclusive of all taxes and duties whatsoever except for specific items, if any stipulated in the tender documents.

The Contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles, machineries and equipments and all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and things and the Contractor shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shoring, etc., as occasion requires or when ordered so to do and shall fully reinstate and make good all matters and things disturbed during the execution of work to the satisfaction of the Employer / Consultant.

The Contractor shall also provide such temporary road on site as may be necessary for the proper performance of the contract, and for his own convenience but not otherwise. Upon

completion, such road shall be broken up and leveled where so required by the drawings unless the Employer shall otherwise direct.

The Contractor shall at all times give access to workers employed by the Employer or any men employed on the buildings and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc. in any work, where directed by the Employer as may be required to enable such workmen to lay or fix pipes, electrical and telephone conduit laying, special fittings, etc. The quoted rates of the tenderes shall accordingly include all these above mentioned contingent work.

33. TIME OF COMPLETION, EXTENSION OF TIME AND PROGRESS CHART

a) Time of Completion:

The entire work is to be completed in all respects within the stipulated period of 90 days. The work shall be deemed to be commenced from the date of issue of formal work order or the date on which the Contractor is instructed to take possession of the site whichever is later. Time is the essence of the Contractor and shall be strictly adhered to by the Contractor.

The work shall not be considered as complete until the Employer / Consultant have certified in writing that this has been completed and the Defects Liability Period shall commence from the date of such certificate.

b) Extension of Time:

If in the opinion of the Employer / Consultant the work be delayed (a) by reason of any exceptionally inclement weather, or (b) by reason of instructions from the Employer / Consultant in consequence of proceedings taken or threatened by or disputes, with adjoining or neighboring owners or (c) by the work, or delay, of other contractors or tradesmen engaged or nominated by the Employer / Consultant and not referred to in the specification or (d) by reason of authorized extra and additions or (e) by reason of any combination of workmen or strike or lock-out affecting any of the building trades or (f) from other causes which the Employer / Consultant may consider are beyond the control of the Contractor, the Employer at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect therefore. In the event of the Employer failing to give possession of the site upon the day specified above the time of completion shall be extended suitably.

In case of such strikes or lock-outs, as are referred to above, the Contractor shall, immediately give the Employer, written notice thereof. Nevertheless, the Contractor shall use his best endeavors to prevent delay, and shall do all that may be reasonably required, to the satisfaction of the Employer / Consultant to proceed with the work and on his doing so that it will be ground of consideration by the Employer / Consultant for an extension of time as above provided. The decision of the Employer as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the Contractor) shall be promulgated at the conclusion of such strike or lock-out and the Employer shall then, in the event of extension being granted, determine and declare the final completion date. The provision in Clause 20 with respect to payment of liquidated damages shall in such case, be read and construed as if the extended date fixed by the Employer were substituted for and the damage shall be deducted accordingly.

Hindrance Register in the approved format shall be maintained and proper record of hindrances arisen and solved with the dates to be recorded in the register by the Employer's Site Engineer

/ Consultant's Site Engineer and Contractor's authorized representative so that extension of time to be granted can be derived from the register and recommended by the Consultant and approved by the Employer.

c) Progress of work / work programme:

During the period of construction/execution of work, the Contractor shall maintain proportionate progress on the basis of the Programme Chart submitted by the Contractor immediately before commencement of work and agreed to by the Employer / Consultant. Contractor should also include planning for procurement for scarce materials well in advance and reflect the same in the Programme Chart so that there is no delay in completion of the project.

34. LIQUIDATED DAMAGES

Should the work be not completed to the satisfaction of the Employer / Consultant within the stipulated period, the Contractor shall be bound to pay to the Employer a sum calculated @ 0.5% of the accepted contract sum per week of delay subject to a maximum of 5% of the accepted contract value by way of liquidated damages and not as penalty during which the work remains un-commenced or unfinished after the expiry of the completion date.

35. ACTIONS 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 liquidated damages amounting to the whole of his security deposit (whether paid in one sum or deducted by installments) the Employer shall have power to adopt any of the following courses as they may deem best suited to the interest of the Employer :-

- a. To rescind the contract (of which rescission notice in writing to the contractor under hand of the Employer shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Employer.
- b. To employ labour by the Employer and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and price of material (of amount of which cost and price of a certificate of the Consultant shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by all contractor under the terms of this contract the certificate of the Employer as to the value of the work done, shall be final and conclusive against the contractor.
- c. To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Consultant shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Employer under the contract or otherwise, or from his security deposit or the proceeds of sale thereof or a sufficient part thereof.

In the event of any of the above courses being adopted by the Employer / Consultant the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements, or make any advances on account 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 thereto for actually performed under this contract unless and until the Employer / Consultant will have 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.

36. TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS

The contractor shall provide, fix up and maintain in an approved position proper office accommodation for the Contractor's representative and staff, which offices shall be open at all reasonable hours to receive instruction notices or communications and clear away on completion of the work and make good all work distributed.

All drawings maintained on the site are to be carefully mounted on boards of appropriate size. They are to be protected from ravages of termites, ants and other insects.

The Contractor shall provide at his own cost all artificial light required for the work and to enable other contractors and sub-contractors to complete the work within the specified time.

The Contractor shall provide a suitable temporary hut for the watchmen and clear away the same when no longer required and to provide all necessary attendance, lights etc, required.

The Contractor shall arrange for temporary latrines for the use of workers and field staff and keep the same in a clean and sanitary condition to the satisfaction of the Public Health Authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the work disturbed by these conveniences.

Every precaution shall be taken by the Contractor to prevent the breeding of mosquitoes on the work during the construction and all receptacles, cisterns, water tanks etc. used for storage of water must be suitably protected against breeding of mosquitoes. The contractor shall indemnify the Employer against any each of rules in respect of anti-malarial measures.

The Contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any boarding gantry, building structure other than those approved by the Employer.

37. PROTECTIVE MEASURES

The Contractor from the time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays.

The Contractor shall indemnify the Employer against any possible damage to the building, roads, or member of the public in course of execution of the work.

The Contractor shall provide necessary temporary enclosures, gates, entrances etc. for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the work and making good all work undisturbed.

38. STORAGE OF MATERIALS

The Contractor shall provide and maintain proper sheds for the proper storage and adequate protection of the materials etc. and work that may be executed on the site including the tools

and materials of sub-contractors and remove same on completion. Sheds for storage of cement are to have pucca floor raised above the ground. Cement godown shall be constructed for storing about six weeks requirements of cement and stored as per norms with a stack of 10 bags each, two ft. opening all around with two ft. passage between each stack. Structure shall be waterproof from all the sides and top. Cement should be stored one ft. above the ground level and have pucca raised floor.

So also reinforcement bars are to be stored above the ground level to prevent the same from getting rusted.

Tools

All tools, equipment and instruments as instructed by the Employer / Consultant and considered necessary for the work shall be provided by the Contractor for the due performance of this contract.

All measuring tapes shall be of steel and suitable scaffolding and ladders that may be required for taking measurement shall be supplied by the Contractor.

The maestries and the supervisors on the work shall carry with them always an one metre or two metre steel tapes and a measuring tape of 30 metres, a spirit level, a plumb bob and a square and shall check the work to see that the work is being done according to the drawing and specifications. The Site Engineer will use any or all measuring instruments or tools belonging to the contractors as he chooses for checking the work executed or being executed on the contract.

The Contractor should cover in his rates for making provisions for all reasonable facilities for the use of his erected scaffolding, and / or tools and plant etc by sub-contractors for their work or for work to be carried out by other agencies employed by the Employer / Consultant.

The contractor is responsible for disposal of dismantled waste materials in disposal yard and also storing of serviceable materials in neat and organized pattern and location during dismantling/demolishing.

39. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS

The Contractor shall conform to the provisions of any Act of the Legislature relating to the work and to the Regulations and Bylaws of any authorities, and/or any water, lighting and work and to the Regulations and Bylaws of any authorities with whose systems the structure were proposed to have connection and shall before making any variations from the drawings or specification that may be associated to so conform, give the Employer / Consultant written notices specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon. The Employer / Consultant on receipt of such intimation, shall give a decision within a reasonable time.

The Contractor/s shall arrange to give all notices required for by the said Acts. Regulations or Byelaws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer.

The Contractor shall indemnify the Employer against all claims in respect of patents rights, royalties, damages to buildings, roads or member of public in course execution of work and shall defend all actions arising from such claims and shall keep the Employer saved harmless and indemnified in all respects from such actions, costs and expense.

40. CLEARING SITE AND SETTING OUT WORKS

The site shown on the plan be cleared of all obstructions, trees, bushes, shrubs, loose stone, and rubbish materials of all kinds. All holes or hollows whether originally existing or produced by removal of loose stone or materials shall be carefully filled up with earth well rammed and leveled off as directed at his own cost.

The Contractor shall set out the work and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any part of the work, the Contractor shall at his own expenses rectify such error, if called upon to the satisfaction of the Employer / Consultant. The Contractor shall further set out the work to the alternative positions at the site until one is finally approved and the rates quoted in his tender should include for this and no extra on this account will be entertained.

41. DATUM

The 'datum' will be furnished by the Consultant / Employer in conformity with regulations of appropriate Authority. The contractor shall make arrangements for preserving the above datum till completion of the work. All levels shown in the drawings are to be strictly adhered to.

42. BENCHES

The Contractor is to construct and maintain proper benches of all the main walls, in order that the lines and levels may be accurately checked at all times.

These benches will consist of timber posts of adequate length and minimum diameter 75mm to be driven in the ground at suitable distance as directed encased with brick work. The wire nails will be driven on the top of wooden post on the center line of columns, walls, inside and outside faces of foundation trenches. Center line of walls, columns etc. may be clearly indicated so that checking may be done at any time, if it is so required.

43. CONTRACTOR IMMEDIATELY REMOVE ALL OF FENSIVE MATTERS

All soil, filth or other matters of any offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface but shall be at once carted away by the Contractor to a safe place as per rules of the appropriate authorities.

The Contractor shall keep the foundations/site and work free from water and shall provide and maintain at his own expenses electrical or other power driven pumps and other plants to the satisfaction of the Employer for the purpose, until the building is handed over to the Employer.

The Contractor shall arrange for the disposal of the water and waste so accumulated to the satisfaction of the Employer and the local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.

44. ACCESS

Any authorized representative or the Employer / Consultant shall at all reasonable times have free access to the work and/or to the workshops, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the Contractor shall give every facility to the Employer or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the Employer and Consultant no person shall be allowed at any time without the written permission of the Employer.

45. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS

All the work specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workman like manner with materials of the approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the Employer / Consultant during the execution of the work, and to his entire satisfaction.

A list of Mandatory Tests is annexed (Appendix III) which is only indicative and not exhaustive. The contractor will have to carry out the tests at his own cost in any approved testing laboratory as necessary. Any other tests, special or routine, on any material or workmanship, if advised to be done by the Employer / Consultant for any reason whatsoever, shall be carried out by the Contractor for which no additional payment will be made.

A list of materials of approved make and brand is shown in the “Technical Specifications”. Materials are to be used from the annexed approved materials list. In case of non-availability of specified makes, alternative products of equivalent quality may be used with prior permission from the Employer / Consultant.

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charges for all duties, sales tax, octroi and other charges legally payable and must be the best of their kind available and the Contractor/s must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workman like manner. Samples of all materials to be used must be submitted to the Employer / Consultant when so directed by the Employer / Consultant and written approval from Employer / Consultant and written approval from Employer / Consultant must be obtained prior to placement of order.

During the inclement weather, the Contractor shall suspend concreting and plastering for such time as the Employer / Consultant may direct and shall protect from injury all work during its course of execution. Any damage (during construction) to any part of the work for any reasons due to rain, storm or neglect of Contractor, shall be rectified by the Contractor in an approved manner at no extra cost.

Should the work be suspended by reason of rain, strike, lock-outs or any other cause, the Contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

The Contractor shall cover up and protect from damage, from any cause, all new work and supply all temporary doors, protection to window, and any other requisite protection from the execution of the work whether by himself or special tradesmen or sub-Contractor and any damage caused must be made good by the Contractor at his own expenses.

46. REMOVAL OF IMPROPER WORK

The Employer / Consultant shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer / Consultant are not in accordance with specifications or instructions, the substitutions or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In case the Contractor refuses to comply with the order the Employer / Consultant shall have the power to employ and pay other agencies to carry out the

work and all expenses consequent thereon or incidental thereto as certified by the Employer / Consultant shall be borne by the Contractor or may be deducted from any money due to or that may become due to the Contractor. No certificate which may be given by the Consultant shall relieve the Contractor from his liability in respect of unsound work or bad materials.

47. SITE ENGINEER / PROJECT MANAGEMENT CONSULTANTS (PMC)

The term Site Engineer / Project Management Consultants (PMC) shall mean the person appointed and paid by the Employer to superintend the work. The Contractor shall afford the Site Engineer / PMC every facility and assistance for examining the work and materials and for checking and measuring work and materials. The Site Engineer / PMC shall have no power to revoke, alter, enlarge or relax any requirements of the contract or to sanction any day work, additions, alterations, deviations, or omission or any extra work whatever, except in so far as such authority may be specially confirmed by a written order of the Employer.

The Site Engineer / PMC shall have power to give notice to be Contractor or to his foreman, of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Employer / Consultant is obtained. The work will from time to time be examined by the Consultant, Engineer of the Employer and the Site Engineer / PMC. But such examination shall not in way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the work or after the same is complete. Subject to the limitations of this clause the Contractor shall take instructions only from the Consultant / Employer.

48. CONTRACTOR'S EMPLOYEES

The Contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instruction of the Employer / Consultant. The Contractor shall engage at least one experienced Engineer as Site Engineer for execution of the work. The Contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently.

The Contractor shall have to deploy supervisor, civil masons, mason labours, carpenters, carpenters helpers, Tile masons, tile labours, painters, painters helpers, licensed electricians and electrician helpers etc to carry out such work comfortably.

The Contractor shall employ local labourers on the work as far as possible.

No labourer below the age of 18(**Eighteen**) years and who is not an Indian National shall be employed on the work.

Any labourer supplied by the Contractor to be engaged on the work on day-work basis either wholly or partly under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor.

The Contractor shall comply with the provisions of all labour legislation including the requirements of –

- a: The Payment of Wages Act
- b: Employer's Liability Act
- c: Workmen's Compensation Act
- d: Contract Labour (Regulation and Abolition) Act, 1970
and Central Rules – 1971.

- e: Apprentices Act 1961
- f: Any other Act or enactment relating thereto and rules framed there under from time to time.

The Contractor shall keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

The Contractor shall comply at his cost with the order of requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the Contractor's labourers are housed or accommodated for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The Contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the work and shall remove and clear away the same on completion of the work. Adequate precautions shall be taken by the Contractor to prevent nuisance of any kind on the work or the lands adjoining the same.

The Contractor shall arrange to provide first-aid treatment to the labourers engaged on the work. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the work, report such accident to the Consultant / Employer and also to the competent authority where such report is required by law.

49. DISMISSAL OF WORKMEN

The Contractor shall on the request of the Employer / Consultant immediately dismiss from work any person employed thereon by him, who may in the opinion of the Employer / Consultant be unsuitable or incompetent or who may misconduct himself. Such discharge shall not be the basis of any claim for compensation or damages against the Employer / Consultant or any of their officer or employee.

50. ASSIGNMENT

The whole of the work included in the contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Employer and no subletting shall relieve the Contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

51. NOMINATED SUB-CONTRACTOR

All specialists, Merchants, Tradesmen and others executing any work or supply and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities / Rates and / or specifications who may be nominated or selected by the Employer are hereby declared to be sub-contractors employed by the contractor and are herein referred to as nominated sub-contractors.

No nominated sub-contractor shall be employed on or in connection with the work against whom the contractor shall make reasonable objection or save where the Employer and contractor shall otherwise agree who will not enter into a contract provided:

- a. That the nominated sub-contractor shall indemnify the contractor against the same obligations in respect of the subcontract as the Contractor is under in respect of this contract.

- b. That the nominated sub-contractor shall indemnify the contractor against claims in respect of any negligence by the sub-contractor, his servants or agents or any misuse by him or them of any scaffolding or other plants the property of the contractor or under any Workman's compensation Act in force.
- c. Payment shall be made to the nominated sub-contractor by the contractor within fourteen days of his receipt of the Consultant's certificate provided that before any certificate is issued the contractor shall upon request furnish to the Consultant proof that all nominated sub-contractor's accounts included in previous certification have been duly discharged, in default whereof the Employer may pay the same upon a certificate of the Consultant and deduct the amount thereof from any sums due to the contractor. The exercise of this power shall not create privity of contract between the Employer and the sub-contractor.

52. DAMAGE TO PERSONS AND PROPERTY, INSURANCE ETC.

The Contractor shall be responsible for any injury to the work or workmen to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-Contractor or of any of his or a sub-Contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, street, foot-paths or pathways as well as damage caused to the buildings and the work forming the subject of this contract by rain, wind or other inclemency of the weather. The Contractor shall indemnify and hold harmless the Employer in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim.

The Contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract work complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.

53. INSURANCES

The Contractor shall obtain a policy covering under Workmen Compensation Act, a third party Insurance as well as any other insurance and indemnity the Employer entirely from all responsibility in this respect. The insurance must be placed with a company approved by the employer.

Unless otherwise instructed the Contractor shall insure the work and keep them insured until the virtual completion of the contract against loss or damage by fire and/or earthquake, flood or damages from whatever cause by an "All Risk Insurance Policy" for the full value of the contract and workmen. The minimum limit of coverage for third party insurance shall be 0.5% (Zero point five percent) of the accepted contract sum per occasion and maximum four occurrences a year at any time of the contract period.

The insurance is to be at their own cost and must be placed with a company approved by the Employer, in the joint names of the Employer and the Contractor for such amount. For any further sum if called upon to do so by the Employer, the premium of such further sum being allowed to the Contractor as an authorized extra.

Moreover, the contractor will be required to obtain “Workmens Compensation Insurance” from an approved insurance company at his own cost.

The Contractor shall deposit the policy and receipt for premiums paid with the Employer within 21 (twenty one) days from the date of commencement of the work unless otherwise instructed. In default of the Contractor insuring as provided above, the Employer, on his behalf may so insure and may deduct the premiums paid from any money due, or which may become due to the contractor. The Contractor shall as soon as the claim under the policy is settled or the work reinstated by the Insurance Company should they elect to do so, proceed with due diligence with the completion of work in the same manner as though the fire has not occurred and in all respects under the conditions of the contract. The Contractor in case of rebuilding or reinstatement after fire, shall be entitled to extension of time for completion as the Employer may deem fit.

Insurance is compulsory and must be effected from the very initial stage. The Contractor shall also be responsible for any thing which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

The employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the Contractor.

54. ACCOUNTS RECEIPTS AND VOUCHERS

The Contractor shall, upon the request of the Employer / Consultant furnish them all the invoices, accounts, receipts and other voucher that they may require in connection with the work under this contract.

If the Contractor shall use materials less than what he is required under the contract, the value of the difference in the quantity of the materials he was required to use and that he actually used shall be deducted from his dues. The decisions of the Employer shall be final and binding on the Contractor as to the amount of materials the Contractor is required to use for any work under this contract.

55. MEASUREMENT OF WORK

The Contractor will record the measurements in the approved printed measurement book available in the Consultant’s office on payment and submit measurements for verification and endorsement of Project Management Consultant / Site Engineer and representatives of Consultant and Employer. The contractor should submit the bill with such endorsement.

The Consultant shall upon receipt of the bill intimate to the contractor that he requires the work to be measured, and the contractor shall forthwith attend or send a Qualified Agent to assist the Consultant or the Consultant’s Representative / Employer’s Representatives in taking such measurements and calculations and to furnish all particulars or to give all assistance required by either of them.

Should the Contractor not attend or neglect or omit to send such Agent then the measurement taken by the Consultant or a Representative approved by him shall be taken to be the correct measurement of the work.

The Contractor or his Agents may at the time of measurement take such notes and measurements as he may require. All authorized extra work, omissions and all variations made without the Consultant’s knowledge, if subsequently sanctioned by him in writing, with the approval of the Employer shall be included in such measurements. The final measurement

should be done within three months from the date of completion of work jointly by the Consultant and / or his Representative. If the contractor fails to comply, the measurements taken by the Consultant will be final.

56. METHOD OF MEASUREMENT

Unless otherwise mentioned elsewhere in the tender document, measurements will be done on the net quantities of work produced in accordance with upto date rules laid down by the Indian Standard Institution. In the event of any dispute with regard to the measurement of the work executed, the decision of the Consultant / Employer shall be final and binding on the contractor.

57. ACTION WHERE NO SPECIFICATION

In the case of any class of work for which there is no such specification in Technical Specification, such work shall be carried out in accordance with the I.S. Specification and in the event of there being no I.S. Specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Consultant / Employer.

58. CONTRACTOR NOT TO DEPOSIT MATERIALS IN A MANNER THAT MAY CAUSE INCONVENIENCE TO THE PUBLIC

The contractor (s) shall not deposit materials on any site which will cause inconvenience to the public. The Employer / Consultant may require the contractor to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractors cost.

59. PAYMENTS

Based on certification by the PMC/Site Engineer, payment to contractor will be made on actual quantities consumed for the works:

The Consultant / Employer shall issue a certificate after due scrutiny of the Contractor's bill stating the amount due to the Contractor from the Employer and the Contractor shall be entitled to payment thereof

If the Employer has supplied any materials or goods to the Contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the Contractor in accordance with the quantities consumed in the work.

The final bill shall be submitted by or of the date of certificate of completion furnished by the Consultant and payment shall be made by the Employer within three months from the date of receipt of the final bill duly verified & certified by the Consultant.

FINAL PAYMENT

The final bill shall be accompanied by a certificate of completion from the Consultant. Payment of final bill shall be made after deduction, if any. The acceptance of payment of the final bill by the Contractor would indicate that he will have no further claim in respect of the work executed.

60. VARIATION / DEVIATION

The Contractor may when authorized and shall when directed in writing by the Employer add and / or omit or vary the works shown in the drawings or described in the specifications or

included in the Price Schedule of Quantities. The Contractor on his own accord shall make no addition, omission or variation without such authorization or direction by the Employer or his accredited representative shall when confirm correctly by the contractor in writing within 3 days shall be deemed to have been given in writing.

The price all of such non-tendered / substituted items will be worked out on the basis of rates quoted for similar items in the contract wherever existing or on Engineering rate analysis based on prevalent fair price of labour, materials at site of work and other components as required.

No claim for an extra shall be allowed unless it shall have been executed by the authorization of Employer / Consultant. No variation i.e. addition, omission or substitution shall vitiate the contract.

61. SUBSTITUTION

Should the Contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Employer / Consultant in writing for any such substitution well in advance of a minimum 15 days along with reasons & justification. For materials designated in this specifications by such term as “Equal” or “Other approved” etc. specific approval of the Employer / Consultant has to be obtained in writing.

62. PREPARATION OF BUILDING WORKS FOR OCCUPATION AND USE ON COMPLETION

The whole of the work will be thoroughly inspected by the Contractor and deficiencies and defects put right. On completion of such inspection, he shall inform the Consultant that he has completed the work and it is ready for inspection.

On completion, the Contractor shall clean all windows & doors including cleaning and oiling, if necessary, of all hardware, inside & outside, all floors, staircases and every part of the building. He will leave the entire building neat and clean and ready for immediate occupation and to the satisfaction of the Employer / Consultant.

63. CLEARING SITE ON COMPLETION

On completion of the work the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary work of every kind and leave the whole of the site and the work clean and in a workmanlike condition to the satisfaction of the Employer / Consultant.

64. DEFECTS AFTER COMPLETION

The Contractor shall make good at his own cost and to the satisfaction of the Employer / Consultant all defects, shrinkage, settlements or other faults which may appear within 12 months after completion of the work and considered as the “defect liability period”. In default the Employer may employ and pay other persons to amend and make good such damages, losses and expenses

Consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer, in lieu of such amending and making good by the Contractor, deduct from any money due to the Contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient recover that balance from the Contractor from the amount retained under Clause No.17 together with any expenses the Employer may have incurred in connection therewith.

65. CONCEALED WORK

The Contractor shall give due notice to the Employer / Consultant whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the opinion of the Employer / Consultant be either opened up for measurement at the Contractor's expense or no payment be made for such materials. Should any dispute or difference arise after the execution of any work as to measurements etc. or other matters which cannot be conveniently tested or checked, the notes of the Employer / Consultant shall be accepted as correct and binding on the Contractor.

66. ESCALATION

The rates quoted shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, sales tax, octroi, etc. unless specifically provided in these documents.

67. IDLE LABOUR

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

68. SUSPENSION

If the Contractor except on account of any legal restraint upon the Employer preventing the continuance of the work or in the opinion of the Employer shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default the Employer shall have the power to give notice in writing to the Contractor requiring the work be proceeded within a reasonable manner such notices purport to be a notice under this Clause.

After such notice shall have been given, the Contractor shall not Be at liberty to remove from the site of the work or from any ground contiguous thereto, any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with. If the

Contractor shall fail for 7 (Seven) days after such notice has been given to proceed with the work as therein prescribed, the Employer may proceed as provided in the Clause 54. (Termination of Contract by the Employer).

69. TERMINATION OF CONTRACT BY EMPLOYER

If the Contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the Contractor in insolvency, shall repudiate the contract, or if a Receiver of the Contractor's firm appointed by the court shall be unable, within fourteen days after notice to his requiring him to do so, to show to the reasonable satisfaction of the Employer that he is able to carry out and fulfill the contract and if so required by the Employer to give reasonable security there for, or if the Contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to the Contractor, there under, or shall neglect or fail

to observe and perform all or any of the acts matters of thing by this contract, to be observed and performed by the Contractor in manner hereinafter mentioned requiring the Contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the work, or shall in the opinion of the Employer not exercise such due time agreed upon and shall fail to proceed to the satisfaction of the Employer after three clear days notice requiring the Contractor so to do shall have been given to the Contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, the Employer may not withstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby affecting the powers of the Employer of the obligations and liabilities of the Contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the work subsequently executed had been executed by or on behalf of the Contractor (without thereby creating any trust in favour of the Contractor) further the Employer or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by employing any other contractors or other persons or person to complete the work, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractors or other persons or person employed from completing and furnishing or using the materials and plants for the work when the work shall be completed, or as soon thereafter as conveniently may be the Employer shall give notice in writing to the Contractor to remove his surplus materials and plants and should the Contractor fail to do so within a period of 14 days after receipt by him the Employer may sell the same by Public Auction and shall give credit to the Contractor for the amount so realized. Any expenses or losses incurred by the Employer in getting the work carried out by other contractors shall be adjusted against the amount payable to the Contractor by way of selling his tools and plants or due on account of work carried out by the Contractor prior to engaging other contractors or against the Security Deposit.

70. ARBITRATION

All disputes/claims of any kind arising out of Supply, Erection, Execution of Work, Warranty maintenance etc under this Contract, shall be referred by either party (C-DAC or the bidder) after issuance of 30 days notice in writing to the other party clearly mentioning the nature of dispute to the Sole Arbitrator appointed by C-DAC. The venue for arbitration shall be specified in the purchase order/agreement. The arbitration proceedings shall be conducting in English and as per the provisions of Indian Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

JURISDICTION AND GOVERNING LAWS

Any disputes, legal action/matters, arising out of/ resulting from/related or incident to the tender /quotation/purchase order/invoices/delivery/payments shall be subject to exclusive jurisdiction of Hyderabad courts only. Laws of India shall govern this tender as well as any or all transactions /documents/deeds/actions/PO arising out of/ resulting from this tender.

(END OF SECTION II)

SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Prices

1.1. The price quoted shall be considered firm and no price escalation will be permitted (except Govt. Statutory Levies).

1.2. Bidder must quote in INR only.

1.3. The prices must be quoted exclusive of Taxes and applicable Taxes and Levies must be mentioned in the 'Financial bid format'. The statutory taxes and duties applicable at the time of supply of material shall be applicable.

2. Security Deposit (SD):

The successful bidder will be required to furnish the Security Deposit in INR equivalent to 5% of the order value within 14 days of receipt of Supply Order. The Security Deposit should be paid through NEFT to CDAC, Hyderabad. The Security Deposit will be returned upon completion of Modification/Renovation/Construction of Washroom on submission of Performance Bank Guarantee (PBG).

4. Performance Bank Guarantee (PBG):

The successful bidder will be required to furnish the Performance Guarantee towards the Works Completed; in the form of a Bank Guarantee in INR equivalent to 5% amount of the Supply Order value, as per the format attached to this document (**Annexure – D**). This bank guarantee should be submitted along with the invoice after successful installation within 15 days. The Bank Guarantee shall remain valid for the period of 14 months from the date of Work Completion. The PBG must be negotiable at a branch of issuing bank in India. In case of no warranty claims towards the items under warranty, the PBG will be returned on completion of warranty period.

5. Completeness Responsibility:

Notwithstanding the scope of work, engineering, supply and services stated in bid document, any equipment or material, engineering or technical services which might not be even specifically mentioned under the scope of supply of the bidder and which are not expressly excluded there from but which – in view of the bidder - are necessary for the performance of the equipment in accordance with the specifications are treated to be included in the bid and has to be performed by bidder. The items which are over & above the scope of supply specified in the Schedule of Requirements may be marked as “Optional Items”.

6. Installation and Acceptance Criteria

The installation will include Installation/Commissioning/Fixing of the ordered items and handing over the site after work completion as defined in the Scope of the Contract.

7. Warranty:

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. The supplier further warrants that all Goods supplied under this contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the supplier. The warranty should be comprehensive on site, repair/replacement basis free of cost.

8. Payments:

For payments in INR: 95% of the payment will be released on Satisfactory Completion of Works at C-DAC with 30 days Credit. Balance 5% shall be released against submission of PBG, as per clause 4 of Section III given above. PBG must be submitted within 15 days from the date of acceptance report.

9. Submission of Documents:

The **Invoices** shall be marked as given below:

Centre for Development of Advanced Computing (C-DAC)
Plot No. 6 & 7, Hardware park, Srisailem Highway,
Hyderabad - 501510

10. Penalty for delayed Delivery /Services

C-DAC reserves the right to levy penalty @ of 0.5 % of order value per week of delay beyond the scheduled deliveries / execution of the order successfully, subject to maximum of 5 % of the order value.

C-DAC reserves the right to cancel the order in case the delay is more than 10 weeks.

The delay in delivery and/or installation not attributed to supplier viz. delay in site preparation, delay in submission of required documents (by C-DAC) etc. and the conditions arising out of Force Majeure will not be considered for the purpose of calculating penalties.

11. Jurisdiction:

The disputes, legal matters, court matters, if any shall be subject to Hyderabad jurisdiction only.

12. Force Majeure:

C-DAC may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of an Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states / state agencies, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises or any other act beyond control of the bidder.

13. Arbitration:

All disputes/claims of any kind arising out of supply, commissioning, acceptance, warranty maintenance etc under this Contract, shall be referred by either party (C-DAC or the bidder) after issuance of 30 days notice in writing to the other party clearly mentioning the nature of dispute to the Sole Arbitrator appointed by C-DAC. The venue for arbitration shall be specified in the purchase order/agreement. The arbitration proceedings shall be conducting in English and as per the provisions of Indian Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

14. Risk and Ownership:

Upon 90% of payment, C-DAC shall become owners of goods ordered but all risks, responsibilities; liabilities thereof in all goods shall remain with selected bidder till delivery of all goods to all end users. Part deliveries shall not be treated as deliveries. Only full deliveries of all items ordered will be considered as delivery.

15. Indemnity:

Selected bidder shall save, indemnify and hold harmless C-DAC from any third party Govt. Claims, losses penalties, if any, arising in connection with this Contract.

16. Assignment:

Selected bidder/ Party shall not assign, delegate or otherwise deal with any of its rights or obligation under this Contract without prior written permission of C-DAC.

17. Severability:

If any provision of this Contract is determined to be invalid or unenforceable, it will be deemed to be modified to the minimum extent necessary to be valid and enforceable. If it cannot be so modified, it will be deleted and the deletion will not affect the validity or enforceability of any other provision.

18. Extra Items

The following procedure shall be meticulously adopted in case of any extra item.

- Project Manager shall issue a contemplated change order in the format enclosed
- For the purpose of cost analysis the following procedure applies

(A) O.H. and profit of main Civil Contractor's work shall not exceed 15% (inclusive of tools & plants, scaffolding, handling, shifting & storing materials, ESI/ PF, Supervision &/ or other miscellaneous expenses).

(B) The Contractor shall furnish if & when required by the Project Manager original Invoices/ vouchers in support of any rates and/or to prove that the materials procured are as per specifications. However, in case it is found that the documents/ rates have been manipulated / doctored, or the materials can be procured by the Project Manager at rates lower than claimed by the Contractor, the lower of the two shall be referred to for deriving the rate of the item.

19. The coefficient of labour, material and wastage shall be adopted as / CPWD norms or adopted from standard analysis of Rate manuals available in the market.
20. The decision of the Project Manager shall be final in deciding which manual to be referred to.
21. Safety Measures: It shall be the sole responsibility of the Contractor to ensure all safety measures giving proper prior notices etc. and obtaining prior permission from concerned local authorities as per bye-laws or directions issued by them all at his own cost. No claim of the Contractor in this regard shall be entertained
22. Site Order Book: The Contractor shall maintain a site order book at site of the work. Any special orders and instructions to be issued to the Contractor at site will be recorded in this book which will be numbered and initialed by the Project Manager. The Contractor will however sign all the orders as a token of information received by him and take action accordingly.
23. Water Supply & Electricity: The Contractor shall make his own arrangements for appropriate quality and quantity of water required for construction, drinking, storage etc. Laying of water lines for construction purpose shall be done by the Contractor at no extra cost. Electrical power for construction purposes shall be arranged and provided by the Contractor. It is to be noted that the power from State Electricity Board may not be continuous and there may be possibilities of disruption of power. Therefore, it is the Contractor's responsibility to install a generator of adequate capacity right from the start of the work. The supply installation and maintenance including cost of consumables like diesel etc. will be Contractors responsibilities. All the expenses

of the generator and the electrical connection to be borne by the Contractor only. Non-availability of electricity cannot be a cause for extension of time or increase in cost.

24. **Land for Labour Hutment:** No labor will be allowed to stay on site. Contractor to make all arrangements for the labor to stay & transportation to and from site of work. The Contractor has to keep the Site Office, Godowns and Labor Hutment etc in proper hygienic conditions at all times. The necessary Labor License has to be obtained from the statutory authority by the Contractor at his own cost.
25. **Limitation of Liability:** Neither Party shall be liable to the other Party for any loss of profit or revenue (whether direct or indirect), loss of opportunity or loss of goodwill, and/or any indirect, special or consequential loss of any kind arising out of or in connection with this Agreement, whether in Contract, tort (including negligence), equity, under statute or otherwise, notwithstanding that it had been informed or had notice (whether actual or constructive), or had contemplated or foreseen the possibility, of such loss or such loss results from supervening events or circumstances after the signing date. Any liability of a Party under or arising from this Agreement shall be reduced proportionately to the extent that any act or omission of the other Party or its employees, agents or representatives contributed to such liability. The maximum liability arising out of this Agreement on contractor shall not exceed the total contract value.

(END OF SECTION III)

Section – IV: Schedule of Requirements

Name Of Work : Special Repairs and renovation of ladies toilets at C-DAC Hardware Park Campus, Located in Ground floor, First floor, Second Floor and Third floor.			
S.No	Description of Item	Qty.	Unit
1	2	3	4
1	Labour charges for removal of existing tiled flooring and tiled dadoing from walls including cost and conveyance of all materials ,labour charges and stacking carefully the material for disposal.etc complete.	2500	sft
2	Removal of cinder concrete from sunken slabs to a depth of more than 15cm thickness and stocking for disposal.etc complete.	380	cft
3	SUNKEN PORTIONS WATER PROOFING Pre Treatment Step: 1) Cleaning and water jetting the entire area. Porosity Reduction 1) Spraying of protekh base which fills the fine pores with crystalline silicate growth. Defect Removal: 1) Sealing of cracks , voids floor wall junctions etc.,with protekta sealant 500 modified mortar. Surface Preparation : 1) Packing of areas alround down taken pipes with protekta sealant 500 modified mortar 2) Brush coat of alastomeric coating protekta flex joint only on the floor wall junction/cracks/areas around down take pipes. Slope making : 1) Brush application of protekta special slurry which has very special chemical , which impregnates through pores and capillaries. This treatment continues upto 300mm of wall height. 2) Lying of cement concrete (1:2:4) proposition with 6-12mm size HBG metal mixed special admixture protekta KR2 125ml/bag of cement. Curing –cum-testing for 10 days Water proofing: 1) spraying of crystallization product protekta base. 2) Brush coat of protekta top seal coat as abrasion & water resistant layer.	750	sft
4	Providing and laying cinder concrete in cement cinder mix (1:15) proportion using 12.5mm nominal size cinder laid in layers and compacted as directed for filling sunken floors including cost and conveyance of all materials, water to work site seignorage charges and all operational, incidental, labour charges, such as mixing cement & cinder etc., complete for finished item of work.	350	cft
5	Laying of Plain Cement concrete work of mix (1:2:4) Using 20mm to 10mm guage hard granite machine crushed metal including cost and conveyance of all materials, labour charges, etc., Complete for finished item of work.	150	cft
6	Supply and fixing of 110 mm dia 3m long double socket PVC/SWR pipe-4Kgs/Sqcm Ashirvad/Prince/Sudhakar make or any ISI brand etc.,, complete.	250.00	rft

7	Supplying and fixing 90mm Dia 3m single socket PVC/SWR pipe-4 Kg / sqcm (Prince / sudhakar / supreme or ISI brand) etc..., complete.	250.0 0	rft
8	Supply and fixing of ashirwad /ajay/astran/flow guard or equivalent CPVC pipe and fittings to meet requirement of ASTM-D 2846 and or produced in CTS(copper tube size) 3/4" ashirwad flow guards SDR11 pipes are made from identical CPVC compounds having physical properties for hot and cold water ISI 5778 of 2007 for following diameter.	120.0 0	rft
9	Supply and fixing of ashirwad /ajay/astran/flow guard or equivalent CPVC pipe and fittings to meet requirement of ASTM-D 2846 and or produced in CTS(copper tube size) 1 1/2" ashirwad flow guards SDR11 pipes are made from identical CPVC compounds having physical properties for hot and cold water ISI 5778 of 2007 for following diameter.	170.0 0	rft
10	Supply and fixing of ashirwad CPVC 3/4" Female adapter brass thread (FABT) ,etc complete as directed by the department	40.00	nos
11	Supply and fixing of ashirwad CPVC 1 1/2" Female adapter brass thread (FABT) ,etc complete as directed by the department	30.00	nos
12	Supply and fixing of ashirwad CPVC 3/4" Male adapter brass thread (MABT) ,etc complete as directed by the department	30.00	nos
13	Supply and fixing of ashirwad CPVC 1 1/2" Male adapter brass thread (MABT) ,etc complete as directed by the department	30.00	nos
14	Supply and fixing of ashirwad CPVC 1 1/2 " Ball valve for pipe fittings to meet requirement of ASTM-D 2846 and are produced in CTS(copper tube size) etc complete as directed by the department	12	nos
15	S&F of 15 mm brass angle stop valve of quarter turn spindle type of not less than 400 grams weight with internal threaded conforming to IS 8931.	40	nos
16	Supplying and fixing of 15mm PVC connection with brass union nut cp coated etc.	40	nos
17	Supply & Fixing 40 mm nominal size dia PVC solid waste pipe outlet.	40	nos
18	Supplying and fixing of 15 mm brass body CP finish bib tap of not less than 300 grams weight screw types (ful turn) with internal/External threaded connection conforming to IS8931.	15	nos
19	Supply and fixing of 110 mm dia - Door Bend 87.5 Degree - UPVC/SWR Pipe fittings. (Prince/ Sudhakar/ Kisan/Supreme or any ISI brand).	15	nos
20	Supply and fixing of 110 mm dia - Single Tee with Door - UPVC/SWR Pipe fittings. (Prince/ Sudhakar/ Kisan/Supreme or any ISI brand).	15	nos
21	Supply and fixing of 110 mm dia - plain Y - UPVC/SWR Pipe fittings. (Prince/ Sudhakar/ Kisan/Supreme or any ISI brand).	15	nos
22	Supply and fixing of 90 mm dia - Door Bend 87.5 Degree - UPVC/SWR Pipe fittings (Prince/ Sudhakar/ Kisan/Supreme or any ISI brand).	15	nos

23	Supply and fixing of 90 mm dia - Single Tee with Door - UPVC/SWR Pipe fittings (Prince/ Sudhakar/ Kisan/Supreme or any ISI brand)	15	nos
24	Supply and fixing of 4" 101.6mm Nahny Trap -(without jail with inlet) UPVC/SWR pipe fittings ,etc complete and Supply and fixing stainless steel of 4" dia round grating with frame for nahany or floor trap cover with or without hole.,etc complete	30	nos
25	Supplying and fixing of 15 mm brass body premium variety chromium plated finish long neck pillar cock with aerator of not less than 500 grams weight quarter turn spindle confirming to IS8931 and with a warranty of 10years. Etc complete as directed by the department	15	nos
26	Flooring with ceramic tiles of size 300mmx300mm,7-8mm thick set over a base coat of cement mortar (1:8) prop thick over a CC bed already laid or R C C roof slab ,including neat cement slurry of honey like consistency spread @3.30kgs per Sqm and jointed with white cement paste mixed with cement paste mixed with pigment of matching shade of tiles including cost & conveyance of all material like glazed tiles and seignior age charge etc .complete for finished item of work.	750	sft
27	Providing daddoing to walls with 1st quality glazed plain colored wall tiles of size 300x600mm and of 5 to 7mm thick of approved make Janson & janson colored and flushed to the wall surface of 1st quality is approved by engineer in charge set over base coat of C.M (1:3) prop , 12mm thick with cement slurry on honey like consistency spread at 3.30 Kgs per Sqm and jointed neatly with white cement paste to full depth mixed with pigment of matching shade of tile including cost of all materials like cement , sand , water and ceramic tiles etc., complete for finished item of work.	1750	sft
28	Brick masonry for walls in super structure with CM (1:6) Prop with burnt clay bricks of 2 nd class traditional size 23x11x7cms from approved source having crushing strength of 40 Kg/Sqm, including cost and conveyance of all materials, water etc. cost of seignorage charges, all labour charges like mixing cement metal scaffolding charges, lift charges, curing etc. complete for finished item of work.	20	cft
29	Supply and fixing approved make wash down European water closet of 1st quality conforming to IS 25506 part 2-2004 of white glazed with 'S' trap of hind ware /neycer /parry ware make white glazed with S trap and best Indian make plastic seat cover and lid and 10 liter capacity PVC low level system with internal compound such as CI brackets , flushing chain 2" ball cock and fixed with wooden Gutter with required size nails 15.00mm dia PVC connection , 31.75mm body plumber union 4mm nut 1 1/4 PVC flush pipe of suitable length and 15.00mm dia angle stop cock heavy duty (400 grams) 15.00mm over flow pipe including cost and conveyance of all materials and labour charges etc.(Make:CERA)	12	nos

30	Plastering with CM 2 coats 20mm thick base coat in CM (1:6) prop. 16mm thick and top coat and 2nd coat in CM (1:4) prop. Of 4mm thick with dubara sponge finishing, including cost and conveyance of all materials, labour and other incidental charges, including scaffolding charges curing etc., complete for walls for uneven surface of walls. For finished item of work.	80	sft
31	Supplying & fixing Indian make flat back wash hand basin 1st quality conforming to IS :2556- part -4:1972 with waste fitting like rubber Plug ,chain ,32mm nominal size C.P. fitting with parallel pipe thread conforming to IS 2963-1979 and fitted with 15mm nominal bore chromium plated pillar tap of 1st quality Indian make 400grams seikor / senior / nice /Esso or equivalent complete with standard CI brackets including wooden block :550mm x 400 mm -single C.P.pillar cock.	12	nos
32	Supplying and fixing of 28/30 mm thick Wood Plastic Composite (WPC) Door shutter, comprising of 70% virgin polymer, 15% wood powder (fibre), and the remaining 15% additives, comprising of virgin PVC polymer of K value 58- 60 (Suspension grade), Calcium carbonate and natural fibres (wood powder) and nontoxic additives (maximum toxicity index of 12 for 100 gms) having minimum door density of 650 kg/cum, screw withdrawal strength 1800N (Face) & 900N (Edge), Modulus of Elasticity 900N/mm ² and resistance to spread of flame of Class A category with property of being termite/borer proof, water/moisture proof and fire retardant and fixed in position with 3mm thick stainless steel 5" butt hinges 3nos with necessary full body threaded star headed counter sunk SS screws SS Aldrops 8" long 2nos, 6" SS Handle and 6" long tower bolt all as per direction of Engineer -in- Charge etc complete as directed by the department.	450	sft
33	Supplying and applying Painting to 2 coats of Oil bound distemper of approved make a confirming to ISI approved make (Asian/Nerolac) and shade including cleaning the surface cost and conveyance of all materials charges such as all leads and lifts to be complete including incidental charges such as the complete as directed by the department for Internal walls and Ceiling.	600	sft
34	Cladding to walls with Polished marble slabs of any variety and gangsaw cut (such as /Dongari/Adanga/Marodh/Rajganpur etc) 16mm to 20mm (average) thick (0.610m width of any length) using cement compatible bonding agent having acrylic emulsion base set over 12mm thick CM(1:5) prop base coat and neat gray cement slurry of honey like consistency spread at the rate of 3.3Kgs per Sq.mt including fixing with MS hold fasts and using Janatha paste and jointed with white cement paste mixed with pigment of matching shade to match the shade of marble slabs including cost and conveyance of all materials and water to work site ,including cost of seignorage charges on all materials and all operational incidental ,and labour charges such as mixing mortar ,fixing in position including lift charges ,curing ,including cutting the brick masonry walls and redoing the same such that the top surface of marble slabs is to be flushed with plastered surface etc.,complete for finished item of work.	180	sft
35	Disposal of waste materials/ Debris stagnated to out skirts of Hyderabad city to a distance of 40 Km including loading, unloading incidental charges, clearing the site etc., complete as directed by the department.	4500	Cft

36	Supplying and fixing white glazed flat back half stall urinals 1st quality conforming to IS: 2556-1995 with standard C.P. Spreader fixed with screws complete Indian make: 590 x 375 x 390 mm, CP finish brass body 30mm dia nominal size waste coupling, 30mm nominal size dia pvc solid waste, 15mm dia pvc connection, 15 mm dia brass body CP finish self closing tap push type including all accessories etc complete.	2	nos
37	Supply and fixing of Urinal partition (CERA) for toilets including Transportation cost and conveyance of all materials, labour charges and other incidental charges for finished item of work.	2	nos

SECTION- V: PRICE BID

Sl. No	Item Description	Item Code / Make	Quantity	Units	BASIS RATE In Figures To be entered by the Bidder in Rs. P	GST Amount in Rs. P
1	2	3	4	5	7	8 9
0	Renovation Works -Renovation of Ladies Washrooms					
1	Labour charges for removal of existing tiled flooring and tiled dadoing from walls including cost and conveyance of all materials ,labour charges and stacking carefully the material for disposal.etc complete.	Dismantling Works	2500.00	sft		0.00
2	Removal of cinder concrete from sunken slabs to a depth of more than 15cm thickness and stocking for disposal.etc complete.	Excavation Works	380.00	cft		0.00

3	SUNKEN PORTIONS WATER PROOFING Pre Treatment Step: 1) Cleaning and water jetting the entire area. Porosity Reduction 1) Spraying of protek base which fills the fine pores with crystalline silicate growth. Defect Removal: 1) Sealing of cracks , voids floor wall junctions etc.,with protekta sealant 500 modified mortar. Surface Preparation : 1) Packing of areas alround down taken pipes with protekta sealant 500 modified mortar 2) Brush coat of alastomeric coating protekta flex joint only on the floor wall junction/cracks/areas around down take pipes. Slope making : 1) Brush application of protekta special slurry which has very special chemical , which impregnates through pores and capillaries. This treatment continues upto 300mm of wall height. 2) Lying of cement concrete (1:2:4) proposition with 6-12mm size HBG metal mixed special admixture protekta KR2 125ml/bag of cement. Curing –cum-testing for 10 days Water proofing: 1) spraying of crystallization product protekta base. 2) Brush coat of protekta top seal coat as abrasion & water resistant layer.	Water Proofing Works	750.00	sft			0.00
4	Providing and laying cinder concrete in cement cinder mix (1:15) proportion using 12.5mm nominal size cinder laid in layers and compacted as directed for filling sunken floors including cost and conveyance of all materials, water to work site seignorage charges and all operational, incidental, labour charges, such as mixing cement & cinder etc., complete for finished item of work.	Concrete laying works	350.00	cft			0.00
5	Laying of Plain Cement concrete work of mix (1:2:4) Using 20mm to 10mm guage hard granite machine crushed metal including cost and conveyance of all materials, labour charges, etc., Complete for finished item of work.	Cement Works	150.00	cft			0.00
6	Supply and fixing of 110 mm dia 3m long double socket PVC/SWR pipe-4Kgs/Sqcm Ashirvad/Prince/Sudhakar make or any ISI brand etc., complete.	Fixing of 110mm dia 3m double socket	250.00	rft			0.00

7	Supplying and fixing 90mm Dia 3m single socket PVC/SWR pipe-4 Kg / sqcm (Prince / sudhakar / supreme or ISI brand) etc..., complete.	Fixing of 90mm dia 3m single socket	250.00	rft		0.00
8	Supply and fixing of ashirwad /ajay/astran/flow guard or equivalent CPVC pipe and fittings to meet requirement of ASTM-D 2846 and or produced in CTS(copper tube size) 3/4" ashirwad flow guards SDR11 pipes are made from identical CPVC compounds having physical properties for hot and cold water ISI 5778 of 2007 for following diameter.	Fixing of CPVC Pipes in CTS 3/4"	120.00	rft		0.00
9	Supply and fixing of ashirwad /ajay/astran/flow guard or equivalent CPVC pipe and fittings to meet requirement of ASTM-D 2846 and or produced in CTS(copper tube size) 1 1/2" ashirwad flow guards SDR11 pipes are made from identical CPVC compounds having physical properties for hot and cold water ISI 5778 of 2007 for following diameter.	Fixing of CPVC Pipes in CTS 1 1/2"	170.00	rft		0.00
10	Supply and fixing of ashirwad CPVC 3/4" Female adapter brass thread (FABT) ,etc complete as directed by the department	Fixing of CPVC 3/4" Female adapter	40.00	nos		0.00
11	Supply and fixing of ashirwad CPVC 1 1/2" Female adapter brass thread (FABT) ,etc complete as directed by the department	Fixing of CPVC 1 1/2" Female adapter	30.00	nos		0.00
12	Supply and fixing of ashirwad CPVC 3/4" Male adapter brass thread (MABT) ,etc complete as directed by the department	Fixing of CPVC 3/4" Male adapter	30.00	nos		0.00
13	Supply and fixing of ashirwad CPVC 1 1/2" Male adapter brass thread (MABT) ,etc complete as directed by the department	Fixing of 1 1/2" Male adapter	30.00	nos		0.00

14	Supply and fixing of ashirwad CPVC 1 ½ “ Ball valve for pipe fittings to meet requirement of ASTM-D 2846 and are produced in CTS(copper tube size) etc complete as directed by the department	Fixing of CPVC 1 1/2" Ball Valve	12.00	nos		0.00
15	S&F of 15 mm brass angle stop valve of quarter turn spindle type of not less than 400 grams weight with internal threaded conforming to IS 8931.	Fixing of 15 mm brass angle	40.00	nos		0.00
16	Supplying and fixing of 15mm PVC connection with brass union nut cp coated etc.	Fixing of 15mm PVC connection with brass union	40.00	nos		0.00
17	Supply & Fixing 40 mm nominal size dia PVC solid waste pipe outlet.	Fixing of 40mm nominal size dia PVC solid waste	40.00	nos		0.00
18	Supplying and fixing of 15 mm brass body CP finish bib tap of not less than 300 grams weight screw types (ful turn) with internal/External threaded connection conforming to IS8931.	Fixing of 15mm brass body bid tap	15.00	nos		0.00
19	Supply and fixing of 110 mm dia - Door Bend 87.5 Degree - UPVC/SWR Pipe fittings. (Prince/ Sudhakar/ Kisan/Supreme or any ISI brand).	Fixing of 110 mm dia Door Bend	15.00	nos		0.00

20	Supply and fixing of 110 mm dia - Single Tee with Door - UPVC/SWR Pipe fittings. (Prince/ Sudhakar/ Kisan/Supreme or any ISI brand).	Fixing of 110 mm dia Single Tee	15.00	nos		0.00
21	Supply and fixing of 110 mm dia - plain Y - UPVC/SWR Pipe fittings. (Prince/ Sudhakar/ Kisan/Supreme or any ISI brand).	Fixing of 110 mm Plain Y	15.00	nos		0.00
22	Supply and fixing of 90 mm dia - Door Bend 87.5 Degree - UPVC/SWR Pipe fittings (Prince/ Sudhakar/ Kisan/Supreme or any ISI brand).	Fixing of 90mm dia Door Bend	15.00	nos		0.00
23	Supply and fixing of 90 mm dia - Single Tee with Door - UPVC/SWR Pipe fittings (Prince/ Sudhakar/ Kisan/Supreme or any ISI brand)	Fixing of 90mm dia Single Tee	15.00	nos		0.00
24	Supply and fixing of 4" 101.6mm Nahny Trap -(without jail with inlet) UPVC/SWR pipe fittings ,etc complete and Supply and fixing stainless steel of 4" dia round grating with frame for nahany or floor trap cover with or without hole.,etc complete	Fixing of 4" 101.6 mm Nahny Trap	30.00	nos		0.00
25	Supplying and fixing of 15 mm brass body premium variety chromium plated finish long neck pillar cock with aerator of not less than 500 grams weight quarter turn spindle confirming to IS8931 and with a warranty of 10years. Etc complete as directed by the department	Fixing of 15 mm brass body long neck pillar cock	15.00	nos		0.00
26	Flooring with ceramic tiles of size 300mmx300mm,7-8mm thick set over a base coat of cement mortar (1:8) prop thick over a CC bed already laid or R C C roof slab ,including neat cement slurry of honey like consistency spread @3.30kgs per Sqm and jointed with white cement paste mixed with cement paste mixed with pigment of matching shade of tiles including cost & conveyance of all material like glazed tiles and seignior age charge etc .complete for finished item of work.	Laying of Ceramic Tiles	750.00	sft		0.00

27	Providing daddoing to walls with 1st quality glazed plain colored wall tiles of size 300x600mm and of 5 to 7mm thick of approved make Janson & janson colored and flushed to the wall surface of 1st quality is approved by engineer in charge set over base coat of C.M (1:3) prop , 12mm thick with cement slurry on honey like consistency spread at 3.30 Kgs per Sqm and jointed neatly with white cement paste to full depth mixed with pigment of matching shade of tile including cost of all materials like cement , sand , water and ceramic tiles etc., complete for finished item of work.	Layin g of Wall tiles	1750.00	sft		0.0 0
28	Brick masonry for walls in super structure with CM (1:6) Prop with burnt clay bricks of 2 nd class traditional size 23x11x7cms from approved source having crushing strength of 40 Kg/Sqm, including cost and conveyance of all materials, water etc. cost of seignorage charges, all labour charges like mixing cement metal scaffolding charges, lift charges, curing etc. complete for finished item of work.	Brick mason ary works	20.00	cft		0.0 0
29	Supply and fixing approved make wash down European water closet of 1st quality conforming to IS 25506 part 2-2004 of white glazed with 'S' trap of hind ware /neycer /parry ware make white glazed with S trap and best Indian make plastic seat cover and lid and 10 liter capacity PVC low level system with internal compound such as CI brackets , flushing chain 2" ball cock and fixed with wooden Gutter with required size nails 15.00mm dia PVC connection , 31.75mm body plumber union 4mm nut 1 1/4 PVC flush pipe of suitable length and 15.00mm dia angle stop cock heavy duty (400 grams) 15.00mm over flow pipe including cost and conveyance of all materials and labour charges etc.(Make:CERA)	Fixing of Europ ean water closet	12.00	nos		0.0 0
30	Plastering with CM 2 coats 20mm thick base coat in CM (1:6) prop.16mm thick and top coat and 2nd coat in CM (1:4) prop. Of 4mm thick with dubara sponge finishing, including cost and conveyance of all materials, labour and other incidental charges, including scaffolding charges curing etc., complete for walls for uneven surface of walls. For finished item of work.	Plaste ring works	80.00	sft		0.0 0

31	Supplying & fixing Indian make flat back wash hand basin 1st quality conforming to IS :2556-part -4:1972 with waste fitting like rubber Plug ,chain ,32mm nominal size C.P. fitting with parallel pipe thread conforming to IS 2963-1979 and fitted with 15mm nominal bore chromium plated pillar tap of 1st quality Indian make 400grams seikor / senior / nice /Esso or equivalent complete with standard CI brackets including wooden block :550mm x 400 mm - single C.P.pillar cock.	Fixing of Wash hand basin	12	nos			0.00
32	Supplying and fixing of 28/30 mm thick Wood Plastic Composite (WPC) Door shutter, comprising of 70% virgin polymer, 15% wood powder (fibre), and the remaining 15% additives, comprising of virgin PVC polymer of K value 58- 60 (Suspension grade), Calcium carbonate and natural fibres (wood powder) and nontoxic additives (maximum toxicity index of 12 for 100 gms) having minimum door density of 650 kg/cum, screw withdrawal strength 1800N (Face) & 900N (Edge), Modulus of Elasticity 900N/mm ² and resistance to spread of flame of Class A category with property of being termite/borer proof, water/moisture proof and fire retardant and fixed in position with 3mm thick stainless steel 5" butt hinges 3nos with necessary full body threaded star headed counter sunk SS screws SS Aldrops 8" long 2nos, 6" SS Handle and 6" long tower bolt all as per direction of Engineer -in- Charge etc complete as directed by the department.	Fixing of WPC Door Shutter	450	sft			0.00
33	Supplying and applying Painting to 2 coats of Oil bound distemper of approved make a confirming to ISI approved make (Asian/Nerolac) and shade including cleaning the surface cost and conveyance of all materials charges such as all leads and lifts to be complete including incidental charges such as the complete as directed by the department for Internal walls and Ceiling.	Painting works	600	sft			0.00

34	Cladding to walls with Polished marble slabs of any variety and gangsaw cut (such as /Dongari/Adanga/Marodh/Rajganpur etc) 16mm to 20mm (average) thick (0.610m width of any length) using cement compatible bonding agent having acrylic emulsion base set over 12mm thick CM(1:5) prop base coat and neat gray cement slurry of honey like consistency spread at the rate of 3.3Kgs per Sq.mt including fixing with MS hold fasts and using Janatha paste and jointed with white cement paste mixed with pigment of matching shade to match the shade of marble slabs including cost and conveyance of all materials and water to work site ,including cost of seignorage charges on all materials and all operational incidental ,and labour charges such as mixing mortar ,fixing in position including lift charges ,curing ,including cutting the brick masonry walls and redoing the same such that the top surface of marble slabs is to be flushed with plastered surface etc.,complete for finished item of work.	Polish ed marbl e wall claddi ng	180	sft			0.00
35	Disposal of waste materials/ Debris stagnated to out skirts of Hyderabad city to a distance of 40 Km including loading, unloading incidental charges, clearing the site etc., complete as directed by the department.	Dispo sal of Water materi al	4500	Cft			0.00
36	Supplying and fixing white glazed flat back half stall urinals 1st quality conforming to IS: 2556-1995 with standard C.P. Spreader fixed with screws complete Indian make: 590 x 375 x 390 mm, CP finish brass body 30mm dia nominal size waste coupling, 30mm nominal size dia pvc solid waste,15mm dia pvc connection,15 mm dia brass body CP finish self closing tap push type including all accessories etc complete.	Fixing of half stall urinal s	2	nos			0.00
37	Supply and fixing of Urinal partition (CERA) for toilets including Transportation cost and conveyance of all materials, labour charges and other incidental charges for finished item of work.	Fixing of Urinal Partiti on	2	nos			0.00
Total in Figures							

ALL THE COMMERCIAL TERMS OF THE SUPPLY SHOULD BE MENTIONED.

PRICES SHOULD NOT BE MENTIONED IN THE TECHNICAL BID

ANNEXURE A – COVERING LETTER

Date:

To:

Centre for Development of Advanced Computing (C-DAC)
Plot No 6 & 7, Hardware Park,
Srisailem Highway,
Hyderabad - 501510

Subject: Submission of bid for Modification/Renovation/Construction of Washrooms

Dear Sir,

We, the undersigned, offer Modification/Renovation/Construction of Washrooms, in response to your tender no. CDACH/PUR/26/Washroom-HWP dated 23.07.2026, We are hereby submitting our proposal for same, which includes Technical bid and the Financial Bid on www.eprocure.gov.in

We hereby declare that all the information and statements made in this bid are true and we accept that any misinterpretation contained in it, may lead to our disqualification.

We undertake, if our proposal is accepted, to submit a Security Deposit of 5 % of the contract /order value, as per terms stipulated in the bid.

We hereby certify that my/ our firm has not been disqualified and / or blacklisted by any Office/ Department/ Undertaking of the State Government / Central Govt. of India, PSU/ Autonomous Body of Government of India, at the time of submission of this bid.

We agree to abide by all the terms and conditions of the bid document, including corrigenda.

We would hold the terms of our bid valid for 90 days as stipulated in the bid document.

We understand you are not bound to accept any Proposal you receive.

The undersigned is authorized to sign this bid document. The authority letter to this effect is enclosed.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory: e-mail:

Mobile No:

ANNEXURE B – AUTHORITY LETTER

Reference: Tender no. CDACH/PUR/26/Washroom-HWP

Date:

To:

Centre for Development of Advanced Computing (C-DAC)
Plot No. 6 & 7, Hardware Park,
Srisailem Highway,
Hyderabad - 501510

Subject: Authority Letter

Dear Sir,

We, M/s (Name of the bidder) having registered office at (Address of the bidder) herewith submit our bid against the said bid document. Mr./Ms. (Name and designation of the signatory) , whose signature is appended below, is authorized to sign and submit the bid documents on our behalf against said RFP.

Specimen Signature:

The undersigned is authorised to issue such authorisation on behalf of us.

For M/s (Name of the bidder)

Signature and company seal

Name

Designation

Email

Mobile No.

ANNEXURE C – Undertaking by Principal Manufacturer(s)
(To be submitted in Original on Letterhead)

Date:

To
Executive Director,
Centre for Development of Advanced Computing
Plot No. 6 & 7, Hardware Park, Srisailem Highway
Hyderabad - 501510

Subject: Undertaking by Principal Manufacturer against tender no.
CDACH/PUR/26/Washroom-HWP for Renovation of Ladies Washrooms **at C-DAC,**
Hyderabad

Dear Sir,

We, M/s _____ (*Name of the manufacturer*) having registered office at _____ (*address of the manufacturer*) by virtue of being manufacturer for _____ (*Name of the product/s*), hereby authorise M/s _____ (*Name of the bidder*) having their office at _____ (*Address of bidder*) to submit quote, supply, install and provide after sales support for our range of products quoted by them to meet the above mentioned tender requirements.

M/s _____ (*Name of the manufacturer*) within the scope of requirement as per the tender mentioned above undertake to provide technical & other support towards fulfilling the requirements of installation, commissioning, erection, acceptance criteria and product warranty services of _____ to be supplied and installed at C-DAC, Hyderabad by our authorised representative M/s. (*Name of bidder*) against said tender.

The undersigned is authorised to issue such authorisation on behalf of M/s _____ (*Name of the manufacturer*).

For M/s _____ (*Name of the manufacturer*)

Signature & company seal

Name

Designation

Email

Mobile No.

ANNEXURE D – PROFORMA OF BANK GUARANTEE
(on non-judicial paper of appropriate value)

To,

Centre for Development of Advanced Computing
Plot No. 6 & 7, Hardware Park,
Srisailem Highway,
Hyderabad – 501510

BANKS GUARANTEE NO:

DATE:

Dear Sir(S)

This has reference to the Purchase Order No. _____ Dated _____ been placed by
Centre for Development of Advanced Computing(C-DAC), Hyderabad on M/s _____
(Name
& Address of vendor) for supply, installation, commissioning, testing and warranty of
_____ (description of items) at client's site.

The conditions of this order provide that the vendor shall,

1. Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and
2. Arrange to install and commission the items listed in said order at client's site, to the entire satisfaction of C-DAC and
3. Arrange for the comprehensive warranty service support towards the items supplied by vendor on site as per the warranty clause in said purchase order.

M/s (Name of Vendor) has accepted the said purchase order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the Supply Order No.

_____ M/s. _____ (name of vendor) holds an account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

C-DAC shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the suppliers obligations and / or liabilities under or in connection with the said contract or to vary the terms vis-a – vis the supplier or the said contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the supplier under the said contract and/or the remedies of C-DAC under any security now, or hereafter held by C-DAC and no such dealing(s) with the supplier or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of C-DAC hereunder or of prejudicing right of C-DAC against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of C-DAC and liabilities of the supplier arising up to and until _____ (date)

This undertaking guarantee shall be in addition to any other undertaking or guarantee or security whatsoever the that C-DAC may now or at any time have in relation to its claims or the

supplier's obligations/liabilities under and / or in connection with the said contract and C-DAC shall have the full authority to take recourse to or enforce this undertaking guarantee in preference to the other undertaking or security (ies) at its sole discretion and no failure on the part of C-DAC in enforcing or requiring enforcement of any other undertaking or security shall have the effect of releasing the bank from its full liability hereunder.

We _____ (Name of Bank) hereby agree and irrevocably undertake and promise that if in your (C-DAC's) opinion any default is made by M/s _____ (Name of Vendor) in performing any of the terms and /or conditions of the agreement or if in your opinion they commit any breach of the contract or there is any demand by you against M/s

_____ (Name of Vendor), then on notice to us by you, we shall on demand and without demur and without reference to M/s _____ (Name of Vendor), pay you, in any manner in which you may direct, the amount of Rs. _____/- (Rupees

_____ Only) or such portion thereof as may be demanded by you not exceeding the said sum and as you may from time to time require. Our liability to pay is not dependent or conditional on your proceeding against M/s _____ (Name of Vendor) and we shall be liable & obligated to pay the aforesaid amount as and when demanded by you merely on an intimation being given by you and even before any legal proceedings, if any, are taken against M/s _____ (Name of Vendor)

The Bank hereby waives all rights at any time inconsistent with the terms of this undertaking guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the supplier (whether or not pending before any arbitrator, Tribunal or Court) or any denial of liability by the supplier or any order or any order or communication whatsoever by the supplier stopping or preventing or purporting to stop or prevent payment by the Bank to C-DAC hereunder.

The amount stated in any notice of demand addressed by C-DAC to the Bank as claimed by C-DAC from the supplier or as suffered or incurred by C-DAC on the account of any losses or damages or costs, charges and/or expenses shall as between the Bank and C-DAC be conclusive of the amount so claimed or liable to be paid to C-DAC or suffered or incurred by C-DAC, as the case may be and payable by the Bank to C-DAC in terms hereof.

You (C-DAC's) shall full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s _____ (Name of Vendor) and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s _____ (name of Vendor) which under law relating to the sureties would but for the provisions have the effect of releasing us.

You will have full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s _____ (Name of Vendor) and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s _____ (Name of Vendor) which under law relating to the sureties would but for the provisions have the effect of releasing us.

Your right to recover the said sum of Rs. _____/- (Rupees _____ only) from us in manner aforesaid will not be affected/ or suspended by reason of the fact that any dispute or disputes have been raised the said M/s

_____ (Name of Vendor) and/ or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said M/s _____ (Name of Vendor) but shall in all respects and for all purposes be binding and operative until payment of all dues to C-DAC in respect of such liability or liabilities.

Our liability under this guarantee is restricted to Rs. _____/- (Rupees _____ Only). Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated.

Notwithstanding anything contained herein:

- A. Our liability under this guarantee shall not exceed Rs _____ (in words)
- B. This bank guarantee shall be valid up to _____ & unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after six months from the date of expiry of this Bank guarantee
- C. We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before _____
- D. The Bank guarantee will expire on (Min 37 months from the date of successful installations of the items in the order) _____

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK

Authorised Signatory

ANNEXURE E – BID ACCEPTANCE LETTER
(To be submitted on Company Letter Head).

Reference: Tender no. CDACH/PUR/26/Washroom-HWP

Date:

To:

Centre for Development of Advanced Computing
Plot No. 6 & 7, Hardware Park,
Srisailem Highway,
Hyderabad - 501510

Subject: Bid Acceptance Letter

Dear Sir,

1. I / We have downloaded / obtained the bid document(s) for the above mentioned 'Bid' from the web site(s) namely: www.cdac.in / www.eprocure.gov.in etc.; as per your NIT, given in the above-mentioned website(s).
2. I / We hereby certify that I / We have read the entire terms and conditions of the bid documents from Page No. (including all documents like annexure(s), schedules(s), etc.), which form part of the contract agreement and I / We shall abide hereby by the terms / conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the bid conditions of above-mentioned bid document(s) / corrigendum(s) in its totality / entirety.
5. I / We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the fully said earnest money deposit absolutely.

Yours Faithfully,

Authorized Signatory.

(Signature of the Bidder, with Official Seal) Email id for correspondence.

Annexure F

BID SECURITY DECLARATION

(To be submitted by eligible bidders claiming EMD exemption, signed by Authorized Signatory)

Date:

To:

Executive Director

Centre for Development of Advanced Computing (C-DAC)

Plot No. 6&7, Hardware Park, Srisailem Highway,

Hyderabad - 501510

Subject: Undertaking as per GFR – 2017, Rule 170(iii)

Dear Sir,

We, the undersigned, offer to Supply the -----as per tender at C-DAC Hyderabad, in response to your Tender No-----. We are hereby submitting our proposal for same, which includes Technical bid and the Financial Bid. As a part of eligibility requirement stipulated in said tender document, we hereby submit a declaration in lieu of Earnest Money Deposit (EMD), as given below:

2. Our bid shall remain valid for 90-days from the date of submission and that we will not withdraw or modify our bid during the validity period,
3. In case, we are declared as successful bidder and an order is placed on us, we will submit the acceptance within 5 days of placement of order on us.
4. In case of failure on our part to comply with any of the above said requirements, we are aware that we shall be declared as un-eligible for said tender and /or debarred from any **future bidding process of C-DAC for a period of minimum one year.**
5. The undersigned is authorized to sign this undertaking.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

e-mail:

Mobile No:

Annexure G

Tender No.: CDACH/PUR/25/EMP-WS

Sr. No.	Information heading	Details
1	Name of the Vendor	
2	Name of the person(s) to whom, all references shall be made, regarding this TENDER/PROJECT (Authorized Signatory)	
3	Address of the Contact Person	
4	Designation of the Contact Person	
5	Telephone number(s) of the Contact Person.	
6	Mobile number of the Contact Person	
7	Fax number of the Contact Person	
8	Email ID(s) of the Contact Person	
9	Annual Turnover (in Lakhs): Last two Years (In INR)	1 2
10	Years of Operation (in Years):	
11	PAN Number	
12	GSTIN/SAC Nos.	
13	Make / Models offered	

Annexure – H: Bank Details for NEFT

Electro fund transfer system To make payments through debit clearing

1. Name of the Firm:	Centre for Development of Advanced Computing (C-DAC)
2. Name of the Supplier	Centre for Development of Advanced Computing (C-DAC)
3. Particulars of Bank Account	
(a) Bank's Name	Bank of India
(b) Branch Name	Shamshabad, Hyderabad
(c) 9 – digit code number of the bank & branch appearing on the micro cheque issued by the bank	500013041
(d) Account type with code	Savings Account
(e) Ledger No. / Ledger folio No	N/A
(f) Account Number	566310110004393
(g) IFSC Number	BKID0005663
4. Date of effect	January, 2015

I, hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons for incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation later and agree to discharge the responsibility expected of me as a participant under the scheme.

Sudhakar

(SIGNATURE OF THE CUSTOMER)

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp

Date: 13.03.2015

हस्ताक्षर और मुद्रा/For BANK OF INDIA

172951
सहायक प्रबंधक/Asst. Manager
शमशाबाद शाखा/Shamshabad Br.

SIGNATURE OF THE AUTHORISED / OFFICE FROM THE BANK

ANNEXURE I – DOCUMENTS CHECK-LIST

Sl. No	Document Page Numbers	Yes/No
e-Packet – A		
1.	Covering Letter (Annexure-A)	
2.	Authority Letter (Annexure-B)	
3.	Transaction details towards online payment of EMD	
4.	Documents check list (Annexure I)	
5.	A self-attested copy of Partnership deed /Memorandum and Articles of Association as applicable.	
6.	Self-attested copies of GST registration certificate, as applicable.	
7.	A self-attested copy of PAN card, if applicable	
8.	Self-certified copy of Balance Sheets/ Certificate from CA towards certification of turnover for last three years.	
9.	Undertaking(s) from OEMs/Principal Manufacturers of the various components (Annexure – C) – Not Required	
10.	Bid Acceptance Letter (Annexure – E)	
11.	Bid Security Declaration (Annexure – F)	
12.	Copies of purchase orders and installation reports, as per eligibility criteria and any other documents in support of eligibility criteria	
13.	Technical Bid, Documents Brochures, Catalogs, data sheets, tables etc. on the solution offered.	
14.	Duly filled compliance statements and BoM Tables	
15.	Benchmark Results and Tables	
16.	Copy of Un-priced commercial bid along with commercial terms and conditions	

(END OF DOCUMENT)