

Name of Work: “Desilting of Water Pond, Construction of Water Collection Pits in CDFD Laboratory, Site ‘A’ Uppal, Campus, Hyderabad”.

## **TENDER DOCUMENT**

(NIT NO: CDFD/ENGG/CIVIL/WORKS/2019-20/16)



### **CENTRE FOR DNA FINGERPRINTING AND DIAGNOSTICS**

(An autonomous institute of the Dept. of Biotechnology, Ministry of Science & Technology, Govt. of India.)

Inner Ring Road

Uppal, Hyderabad – 500039, India.

## INDEX

<b>S.No</b>	<b>Particulars</b>	<b>Page No.</b>
1	NOTICE INVITING TENDER	1
2	INSTRUCTIONS TO BIDDERS	2-5
3	FORWARDING LETTER	6 – 7
4	ARTICLES OF AGREEMENT	8 – 9
5	COMPLAINCE TO LABOUR LAWS	10
6	SPECIAL CONDITIONS OF CONTRACT	11 – 21
7	LIST OF APPROVED MAKES	22
8	GENERAL CHECK LIST	23
9	PRICE BID - SCHEDULE OF QUANTITIES	24



## CENTRE FOR DNA FINGERPRINTING AND DIAGNOSTICS

(An autonomous institute of the Dept. of Biotechnology, Ministry of Science & Technology, Govt. of India.)  
Inner Ring Road, Uppal, Hyderabad – 500039, India.

### NOTICE INVITING TENDER (NIT)

#### **TENDER NOTICE NO: CDFD/ENGG/CIVIL/WORKS/2019-20/16 dated 01-01-2020**

Sealed Tenders are invited in Two Bid System on behalf of the Director, CDFD from the registered and eligible contractors of Government Organizations / Semi-Government Organizations of State or Central Government or Public Sector Undertakings or Autonomous bodies of State or Central Government in respect of the work as detailed below up to 1500 Hours on 22-01-2020.

- Name of work:** “Desilting of Water Pond and Construction of Water Collection Pits near Wing ‘C’, CDFD Laboratory Building, Uppal Campus, Hyderabad”.
- Scope of work:** Cleaning of wild growth, Desilting and deepening of pond and creation of water collection pit below ground level.

3. **Details of Tender:**

1.	Estimated cost	Rs.1,85,000/-
2.	Earnest Money Deposit	Rs.4,000/-
3.	Time for Completion of work	20 Days
4.	Cost of Tender Document	Rs.500/-

- The Tender Document can be downloaded from the website [www.cdfd.org.in](http://www.cdfd.org.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in). The cost of tender document and EMD to be submitted in the form of Demand Draft only drawn from any nationalized bank favoring “THE DIRECTOR, CDFD, Hyderabad”.
- Tender Form is not transferable and the cost of tender form is not refundable.
- Opening of Bids: At 1530 Hrs. on 22-01-2020 at CDFD, Laboratory Campus, Inner Ring Road, Uppal, Hyderabad.
- The site of the work is located at Inner Ring Road, Uppal, Hyderabad, Telangana State.

## **Instructions to Bidders (ITB)**

1. The Technical Bid shall contain the following:
  - (i) Duly signed Technical Tender Document comprising N.I.T, ITB, Letter of submitting the tender, Special conditions of contract, Drawings and Approved make's list.
  - (ii) Tender Cost and EMD in the form of demand draft.
  - (iii) Documentary evidence for Eligibility as per eligibility criteria.
  - (iv) Other Information / documents as indicated in NIT.
  - (v) Any other information, tenderer may like to submit reflecting their credentials.
  
2. Tenderer shall quote rates both in figures and words. He shall also work out the amount for each item of work and write in both figures and words. On check, if there is any difference between the rates quoted by the tenderers in the words and figures are in the amount worked out by them / him, the following procedure shall be followed.
  - (a) When there is a difference between the rates in figures and the words, the rates which correspond to the amounts worked out by the tenderer shall taken as correct.
  - (b) When the amount of an item is not worked out by the tenderer or it doesn't correspond with the rate written either in figure or in words, the rate quoted by tenderer shall be taken as correct.
  - (c) When the rates quoted by the tenderer in figures and in words tally but the amount are not worked out correctly. The rates quoted by the tenderer shall be taken as correct and not the amount.
  - (d) Except writing the rates and amount, the tenderer should not write any conditions or make any changes, additions, alterations and any modifications in the printed form of tender. Tenderers who are desirous to offer rebate, the same should be brought out separately in the covering letter and submit along with the tender.
  
3. Method of submission of Tender:

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

  - a) First Sealed cover shall contain the Tender cost & EMD, Technical Bid and super-scribed as "Technical Bid for Desilting of Water Pond and Construction of Water Collection Pits near Wing 'C', CDFD Laboratory Building, Uppal Campus, Hyderabad".

- b) Second Sealed cover shall contain the duly filled and signed Price Bid and super-scribed "Price Bid for Desilting of Water Pond and Construction of Water Collection Pits near Wing 'C', CDFD Laboratory Building, Uppal Campus, Hyderabad".
- c) Third Sealed cover shall contain both indicated at (a) and (b) above and duly super-scribed "Tender for Desilting of Water Pond and Construction of Water Collection Pits near Wing 'C', CDFD Laboratory Building, Uppal Campus, Hyderabad". Sealed cover have to be addressed to The Director, CDFD, Inner Ring Road, Uppal, Hyderabad – 500 039.
- d) Sealed tenders are to be deposited in the Box kept for the purpose in the Incharge-Engineering Office, Inner Ring Road, Uppal, Hyderabad-500 039.

4. **Eligibility Criteria:**

The bidder shall meet the following eligibility criteria and submit the documentary evidence in the Technical Bid. The Bid received without documentary evidence shall summarily be rejected.

- i) Tenderer should submit the Copies of valid registration details under Civil works category with Government Organizations / Semi-Government Organizations of State or Central Government or Public Sector Undertakings or Autonomous bodies of State or Central Government in respect of the work.
- ii) Copies of attested IT returns submission for the last three financial years.
- iii) **Work Experience:** The tenderer should have satisfactorily completed in the last seven years in his own / firm name at least one similar nature of work cost not less than of **Rs.1.48 Lakhs** or two similar works of each cost not less than **Rs.0.93 Lakhs** or three similar works costing not less than **0.74 Lakhs**. Similar nature of work means the work of building construction.
- v) Certificate of Registration for Goods and Services Tax (GST).

The tenderer should submit the details of such completed works, in support of having completed these works, the tenderer should submit copies of the completion certificates from the owner companies indicating the name of work, the description of work done by the tenderer, value of contract executed by the bidder, date of start, date of completion (contractual and actual), value of the material supplied by the client.

5. **Earnest Money Deposit (EMD):**

- 5.1 The EMD mentioned against the above work shall be furnished in the form of Demand Draft in favour of "The Director, CDFD, Hyderabad" from any Nationalized Bank. The EMD of unsuccessful Tenderer shall be returned after evaluation of Tender.

- 5.2 Tenders received without EMD and Tender cost will not be considered.
- 5.3 The firms registered with NSIC / MSME, if any, are exempted from payment of EMD subject to submission of valid documentary proof.
- 5.4 The EMD amount will be forfeited if the successful tenderer fails to sign/execute the formal agreement within one week from the date of such intimation or fails to commence the work as per the work order.
- 5.5 The EMD of successful Tenderer shall be returned after receiving the Performance Guarantee.
6. **Defects Liability Period:** Six (6) months from the date of completion of work.
7. **Security Deposit:** 5% of total value of the work done will be withheld as security deposit. The recovery on this account will be made from the running bills and final bill. The security deposit so recovered will be released after successful completion of defects liability period.
8. **Compensation for delay in execution:** The contractor shall pay as compensation an amount of equivalent to 1% (one percent) per week on the total value of work unfinished / uncompleted work, subject to a maximum 5% of the tendered value of work, as compensation / penalty amount to the CDFD.
9. **Performance Guarantee:** The successful tenderer has to submit performance guarantee for an amount of 5% of his / their tendered amount in the form of Bank Guarantee or DD. This performance guarantee will be returned to the contractor along with the final bill after satisfactory completion of the work, providing the work has been carried out in accordance with agreement provision and the same is not forfeited for any reason.
10. CDFD does not bind itself to accept the lowest or any other tender and reserves the authority to reject any or all tenders without assigning any reason. All the tenders, in which any of the prescribed conditions are not fulfilled or incomplete, in any respect, are liable to be rejected.
11. This Notice Inviting Tender (N.I.T) and instructions to Bidders (ITB) shall form the part of the Contract Document.
12. The Director, CDFD reserves the right to postpone the tender issue date, submission / opening date and to accept or reject any or all tenders without assigning any reasons.
13. Tender completed in all respects shall be submitted as per the instructions given in the "NIT and ITB" forming part of the tender document.
14. The successful tenderer on the acceptance of his tender by CDFD shall within fifteen days from the stipulated date of start of the work sign the formal contract.

15. The tenderer shall sign all the pages of the tender documents and other documents submitted by him along with the tender.
16. The tenderer should ensure that amounts quoted should appear only in the price schedule document and nowhere else, otherwise, the tender is liable to be rejected.
17. Director, CDFD reserves the right of accepting the whole or part of any tender and tenderer shall be bound to perform the same at the rate or amount quoted.
18. The successful tenderer shall be required to execute an agreement with CDFD for carrying out the work as per the agreed conditions. The cost of stamp paper for the agreement shall be borne by contractor as per the state stamp act.
19. Diagrams shown in the document are indicative.
20. The General conditions of contract of CPWD (GCC 2014) with all amendments shall be applicable and form part of agreement.
21. All works shall be executed confirming to CPWD specifications 2009.
22. The rates shall be quoted inclusive of all taxes except GST and GST rate shall be quoted separately in the price bid for complete item work as such noting extra shall be payable. Necessary Income tax shall be deducted as per rules in force.
23. Time is essence of the contract. In order to complete the work within the schedule time the tenderer is required to submit a detailed programme chart for various activities.
24. Tenderers are advised to visit the site before quoting for better appreciation. For site visit please contact In charge- Engineering, Inner Ring Road, Uppal, Hyderabad - 500 039.

## **FORWARDING LETTER**

To

The Director,  
CDFD, Inner Ring Road  
Uppal,  
Hyderabad – 500039  
(Hereinafter referred to as the Centre)

Dear Sir,

I/We have read and examined the following documents relating to the work “Desilting of Water Pond and Construction of Water Collection Pits near Wing ‘C’, CDFD Laboratory Building, Uppal Campus, Hyderabad”.

- (a) Notice Inviting Tender
- (b) Special Conditions of Contract
- (c) List of Approved Makes
- (d) Drawings
- (e) Schedule of Quantity

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

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

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

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

I / We further agree to complete the work covered in the said schedule of quantities within 20 (Twenty) days reckoned from the tenth day of issue of letter of intent.

I / We agree to pay the Government, General Sales Tax (State and Central), Excise



and Octroi duties, Insurance, Seigniorage charges and all other taxes etc., at the rates prevailing from time to time as per the Act, as amended and rates quoted by me/us are inclusive of the same.

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

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

Yours faithfully,

Contractor's Signature

Address:

Date:

.....  
.....  
.....  
.....  
.....

**ARTICLES OF AGREEMENT**

This Contract Agreement made the ..... day of ..... 2019 between .....

(herein after called the “Employer”) on the one part and .....

(hereinafter called “The Contractor”) on the other part, where as the Employer is desirous of getting the work of “Desilting of Water Pond and Construction of Water Collection Pits near Wing ‘C’, CDFD Laboratory Building”, Uppal Campus, Hyderabad” executed and has caused drawings, conditions of contract, specifications and schedule of quantities etc., describing the works.

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

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

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

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

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

AS WITNESS our hand this ..... day of ..... 2020.

Signed by the said in the presence of:

EMPLOYER

CONTRACTOR

WITNESS :

WITNESS :

NAME:

NAME :

ADDRESS :

ADDRESS :

## **COMPLIANCE TO LABOUR LAWS & APPRENTICE ACT**

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, and rules and orders framed there under and other Labour laws affecting contract Labour and Apprentice Act, 1961 and the rules and orders framed there under that may be in force or brought into force from time to time. Contractor shall obtain a valid license under Contract Labour (R&A) Act 1970 and Contract Labour (R&A) Central Rules 1971 before commencing work and which should be valid till the completion.

## **SPECIAL CONDITIONS OF CONTRACT**

1. Before filling in the tender, the tenderer will have to check up all the tender documents and will have to get immediate clarifications from the CDFD on any point that he feels is vague or uncertain. No claim/damages or compensation will be entertained on this account.

2. **TENDERER TO VISIT SITE:**

Each tenderer must, before submitting his tender, visit the site of works, so as to ascertain the physical site conditions prices and availability and quality of materials according to specifications before submitting the quotations. No excuse regarding non-availability of any materials or changes in the price will be entertained or extra allowed on that account.

The existing adjacent buildings belonging to Govt./private are in close proximity of the proposed construction, hence the contractor shall cater for all arrangements to carry out the work without causing any disturbance to the occupants by providing screens with bamboo matting or other suitable material approved by CDFD. The contractor shall ensure that no dust or construction material falls near/around the existing buildings.

3. **EXECUTION OF WORK (PRICES TO INCLUDE):**

- i) The whole of the work as described in the Contract (including the Bill of Quantities, the specifications and all drawings pertaining thereto) and as advised by the CDFD from time to time is to be carried out and completed in all its parts to the entire satisfaction of the CDFD. Any minor details of construction, which may not have been definitely referred to in this contract, but which are usual in sound building, road and all construction practice and essential to the work, are deemed to be included in this contract. Rates quoted in the Price bid document shall be inclusive of freights, taxes, such as octroi, Royalties, duties, excise, cess and seignorage charges, turnover tax, etc., as well as transportation, so as to execute the contract as per the rules and regulations of Local Bodies, State Government and Government of India. Any increase in these taxes and rates, during pendency of contract, shall be borne by the contractor and no extra claim on this account will be entertained.

The rates quoted in the tender should also include all charges for:

- a)
  1. Carrying
  2. Hauling
  3. Labour
  4. Fixing
  5. Watering
  6. Cleaning
  7. Making good and
  8. Maintenance etc.
- b) The contractor should arrange timely at his cost for all required.

- i) Plant, machinery, scaffolding, formwork, ladders, ropes, nails, spikes, shuttering, temporary supports, platforms, tools, all materials etc., required for executing the work, and protecting them from weather and other normal/natural causes.
  - ii) Covering/protecting for the walling and other works, during inclement weather, strikes etc., as and when necessary and or as directed.
  - iii) All temporary canvas covers/covering, lights, tarpaulin, barricades, water shoots etc.
  - iv) All stairs and steps, thresholds and any other requisite protection for the works.
  - v) All required temporary weather-proof sheds at such places and in a manner approved by the CDFD/for the storage and protection of materials, against the effects of sun and rain.
  - vi) All required temporary fences, lighting/sign-boards etc., guards, approaches and roads as may be necessary for execution of the contract works and for safe guarding the public.
  - vii) The whole of necessary plant and machinery like bull dozers, graders, road rollers, bitumen heating plants, blowers, pumps, concrete mixers, hoists, vibrators, scaffolding, formwork, tackle, cartage, labour etc., and removal of the same at the completion of works.
- c) The CDFD will be the sole judge in deciding as to the suitability or otherwise of the tools/formwork/machinery or plant that may be brought to the work site by the contractor for the proper execution of the work.
- d) The rates quoted by the tenderer in the Bill of Quantities items of work will be deemed to be for the finished work.

**4. BILL OF QUANTITIES (PRICE BID DOCUMENT):**

The Bill of Quantities forms part of the contract, but the Employer reserves the right to modify the same or any part thereof. The contractor shall not be allowed any compensation or damages for the work which is so omitted or cancelled or added or substituted by the CDFD.

**5. ACCESS OF INSPECTION:**

The contractor is to provide at all times, during the progress of the works and the maintenance period, means of access with ladders, gangways etc., and the necessary attendants to move and adopt the same as directed for the inspection or measurement of the work by the CDFD or any other agency employed by the Employer.

**6. DIMENSIONS:**

In all cases figured dimensions are to be accepted in preference to scaled sizes. Large scale details shall take precedence over small scale details/drawings. In case of any discrepancy, the contractor shall ask for a

clarification, before proceeding with the work. Accordingly, if any work is executed without prior clarification, it is liable to be rejected and shall not be paid for,

**7. PROGRAMME OF WORKS:**

The contractor on starting the work shall furnish to the CDFD a PERT CPM programme, for carrying out the work stage by stage in the stipulated time, for the approval of CDFD and Employer, and follow strictly the approved time schedule by incorporating changes, if any, so authorized by the CDFD and Employer, to ensure the completion of construction work in stipulated time. A graph or chart on individual item/group of items/trades of work shall be maintained, showing the progress both in terms of quantities and value, week by week. The contractor shall submit to the CDFD a weekly progress report stating the number of skilled and unskilled laborers employed on the work, working hours done, quantity of cement, steel and other major items of materials (quantity and value wise) used and corresponding place, type and quantity of work done during the period.

The contractor must inform the CDFD 3 days in advance of requirement of respective drawings and details by him, from time to time. The contractor shall strictly adhere to the approved programme and arrange for the materials and labour etc., accordingly.

Despite repeated instructions, if the contractor fails to show satisfactory progress of the work, the CDFD/may take suitable action as deemed fit, including levying of liquidated damages as per relevant clause of GCC of CPWD.

**8. OFFICES, STORES, SHEDS ETC., ON THE SITE:**

a. The contractor shall erect and maintain entirely at his own expense properly lighted, ventilated waterproof and lockable offices for his own staff on such parts as the CDFD shall indicate. Necessary permission from various authorities will be obtained by the contractor and necessary fees shall be paid by the contractor prior to constructing such offices, and as well for stores, huts for labourers or any other temporary structures required for the due execution of work. Any penalty levied by local authorities, for not following their bye-laws/regulations etc., in the matter, will be borne by the contractor. The contractor shall pay for the Electricity and Water charges consumed. All these offices shall be demolished and the materials shall be taken away from site and ground left in good and proper order on completion of work, as required and directed.

b. The contractor shall provide for all necessary storage on the site, in a specified area for all materials, in such a manner that all such materials, tools etc., shall be duly protected from damages by weather or any other cause. Stores for storage of cement shall have all weather proof floors, walls and roof and have proper locking arrangements and must be secure. All these must be maintained till the work is completed and so certified by the CDFD. Necessary and

adequate watch and ward for all such accommodations and stores shall be provided for by the contractor at his cost and same included in the rates/amounts quoted by him. All such stores shall be cleared away and the ground left in good and proper order on completion of this contract unless otherwise expressly mentioned herein.

- c. All materials which are stored on the site such as cement, brick, metal sand etc., shall be stacked in such a manner as to facilitate rapid and easy checking of quantities of such materials and prevent deterioration in quality due to water etc.

## **9. PROCUREMENT OF MATERIALS:**

Contractor shall procure all the materials including cement and steel required for the work from the open market. Time is the essence of the contract. Acceptance of the completion date by the contractor shall mean that he has taken into consideration the availability of all materials of approved make and quality in sufficient quantities at respective markets/sources, to enable him to complete the entire work in the stipulated period.

Contractor will get samples of all materials approved by the CDFD, before placing order/purchase/procurement. They shall conform to relevant B.I.S. codes and or tender specifications as applicable.

For all materials, the contractor shall quote for the best quality of the materials of best make/source or supply and they should be got approved by the CDFD, before procurement.

In case sufficient quantities of approved quality materials from approved sources are not available in time, contractor may have to procure the same from neighboring areas even with longer leads, as required and directed, at no extra cost. In case approved good quality sand is not available consistently throughout the duration of the contract period, best quality of sand locally available may have to be screened and washed, as directed by the CDFD depending upon the use of sand in different items of work, at no extra cost. The materials will be, however as per relevant B.I.S. specifications as and wherever applicable.

## **10. TESTING:**

The contractor shall, as and when directed by the CDFD, arrange to test materials and/or portions of the work at site in any approved laboratory at his own cost in accordance with the relevant specifications and BIS code of practice. The contractor shall transport all the materials from site to the approved laboratory at his own cost. The contractor shall carryout all the mandatory tests as per BIS relevant codes at the frequencies stated therein. Even after such tests, any materials brought to site or incorporated in the works are found to be defective or unsound or not as per approved samples, the contractor shall remove the same and re-erect at his own cost and without any additional time/period for the same, with reference to the date fixed for completing the work. In case these tests are not carried out at the frequencies stated, then proportionate costs of materials not so tested, including cost of testing and quantities of items of work executed with such



materials, if otherwise accepted for retention in the work, will be deducted from the dues to the contractor. The deductions will be worked out by the CDFD and shall be final and binding on him.

Tolerance on various material and items of work shall be allowed laid down in the documents below and the order of precedence shall be:

- a) Relevant BIS Specifications.
- b) CPWD norms.
- c) Manufacturer's Specifications.

In absence of above CDFD decision basing on the general practice being following shall be final.

**11. SITE MEETINGS:**

A senior representative of the contractor shall attend weekly meetings at works site and in additions, meetings as and when arranged by CDFD to discuss the progress of the work and sort out problems, if any, and ensure that the work is completed in the stipulated time.

**12. CUSTODY AND SECURITY OF MATERIALS:**

The contractor shall be responsible for the custody and security of all materials and equipment at site and he will provide full time watchman/watchmen to look after his materials, stores, equipments etc., including cement and steel at site and ensure that at no time un-authorized persons gains any access at works site.

**13. CEMENT:**

The Contractor shall procure cement from the authorized dealers only, after getting the make and quality approved by the CDFD. The brands shall be ACC/ Ultra Tech/ Birla Corp. Ltd. (Cement Division) / JK Cement / JSW or any other manufacturer as approved by CDFD. The contractor should purchase the cement in adequate quantity, sufficiently in advance, in order to have sufficient stocks (not less than the requirement of next fortnight) at site all the time. He will construct cement storage shed of adequate capacity with water tight walls, floor, roof and secure locking arrangements and locking as required and directed. Empty bags will be contractor's property. Contractor's representative shall maintain cement account at site, showing cement received with details of invoices, etc., quantity used daily (with brief details of items/location of works on which used), and progressive consumption and balance at site. CDFD representative will check this register periodically. Actual cement consumption will be periodically checked with the theoretical cement consumption. Damaged cement will not be allowed to be used in work. The contractor will carry out transportation of cement, within the site, as and when required, at no extra cost.

**14. STEEL:**

The contractor shall procure steel from SAIL/TISCO/VSP or any other manufacturer as approved by CDFD. The contractor shall produce necessary vouchers in support of the purchases and also manufacturer's test certificates, for conforming the quality. All wastages, rolling margins, site to site transportation shall be borne by the contractor. Contractor shall maintain at site, steel account showing – steel received at site (consignment wise and section wise) and steel used (section wise) for work corresponding to each of the bills, etc., which shall be subject to checking by CDFD. All scrap steel at site and unused steel at site to the extent not required on the work shall be contractor's property and contractor will be allowed to take it away after measurements/weight, and after getting necessary permission in writing from the CDFD. In case of any discrepancy between the actual quantity of steel lying at site and the balance quantity as per record, the decision of the CDFD shall be final and binding.

**15. MEASUREMENT TO BE RECORDED BEFORE WORK IS COVERED UP:**

The contractor shall take joint measurements with the CDFD before covering up hidden measurement or otherwise placing beyond the reach of measurement any item of work. Should the contractor neglect to do so, the same shall be uncovered at the contractor's expense or in default thereof, no payment or allowance shall be made for such work or the materials with which the same was executed.

**16. ACTION WHERE THERE IS NO SPECIFICATION:**

In case of any item/class of work, for which there is no specification mentioned (either in part or full), the same will be carried out in accordance with the relevant CPWD specifications (only for the specifications missing in the contract) and if not available even there (either in part or full) in, relevant standards of BIS shall be followed (only for the portions of specifications missing in the contract specifications and CPWD specifications). Bureau of Indian standard specifications, subject to the approval of the CDFD.

**17. CLEARING THE SITE ON COMPLETION/DETERMINATION OF WORKS:**

The contractor shall clear the site of works as per the instructions of the CDFD Ltd. The site of works shall be cleared of all men, materials, sheds, huts etc., belonging to the contractor. The site shall be delivered in a clean and neat condition, as required by CDFD/within a period one week after the job is completed. In case of failure by the contractor, the CDFD, under advice to the CDFD/have the right to get the site cleared to his satisfaction at the risk and cost of the contractor.

**18. POSSESSION OF BUILDINGS/WORK COMPLETED:**

The contractor shall hand over to the CDFD possession of the completed works in stages, as and when required, and as directed by the CDFD.

The CDFD will take over the possession of completed works in stages and defects liability period will commence only from the date of handing over of all the completed works as stipulated in the price bid document.

**19. TYPOGRAPHIC, CLERICAL AND OTHER ERRORS:**

The CDFD clarification regarding partially omitted particulars or typographical, clerical and other errors shall be final and binding on the contractors.

**20. BENCH MARKS:**

The contractor shall construct and maintain proper bench marks at different places at site as required and directed by the CDFD so that levels can be checked accurately at all times during the progress of work. In case benches are disturbed for any reason whatsoever, necessary rectification shall be carried out by the contractor at his cost as directed by the CDFD

**21. FORCE MAJEURE:**

Neither CDFD nor contractor shall be considered in default in performance of the obligations under this order if such performance is prevented or delayed by events such as but not limited to war hostilities, revolution, riots, civil commotion, strike, lock outs, conflagration, epidemics, accidents, fire, wind, floods, droughts, earth quakes or ordinances or any act of God, or for any other cause beyond the reasonable control of the party affected or prevented or delayed, is given within 30 (Thirty) days from the happening of the event and in case it is not possible to serve the notice within the shortest possible period without delay.

As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected shall notify the other of such cessation, the actual delay incurred in such affected activity adducing necessary evidence in support thereof. From the date of occurrence of a case of Force Majeure, obligations of the party affected shall be suspended during the continuance of any inability so caused with the cause itself and the inability resulting there from have been removed and the agreed time of completion of the respective obligations under this agreement shall stand extended by a period agreed to the period of delay occasioned by such events.

Should one or both parties be prevented from fulfilling the contractual obligations by a state of Force majeure lasting for a period of six months or more, the two parties shall consult each other and decide regarding the future execution of this agreement.

**22. COMPLETION OF WORK:**

The work shall be completed in **30 days** and the start date of the work shall commence in 10 days from the date of issue of Letter of Acceptance of tender.

**23. BILLS OF PAYMENTS:**

The minimum value of work for interim payments shall be 3.0 lakhs. The contractor shall submit interim bills, once in 10 days on the basis of joint measurements recorded at site by the contractor's and CDFD's representatives. All such interim payments shall not be considered as an admission of the due performance of the contract or any part thereof in any respect and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected at contractor's cost, all as per CDFD instructions, and directions. However, the Engineer-Incharge may accept bills of lesser value at his discretion.

**24. WORKMANSHIP**

Quality of materials and workmanship shall conform strictly to specifications given/stipulated in the tender/contract, and contractor will ensure that the best quality of work will be done to the satisfaction of the CDFD, with strict control on the materials, workmanship and supervision.

**25. QUANTITIES:**

Quantities mentioned in the Bill of Quantities, included in the contract, are approximate and are subjected to variations as per actual site conditions & requirements and as directed by the CDFD. The work shall be executed and completed accordingly.

**26. SITE SUPERVISION:**

The contractor shall appoint at his own cost competent and adequate number of qualified Engineers at site, for

(a) joint measurements and preparations of bills.

(b) For testing materials at site and in outside laboratory.

(c) For concreting and reinforcement work.

(d) For other general supervision. Their appointment shall be approved by the CDFD. The site engineers shall not be removed from the site without the written consent of the CDFD.

**27. INCOME TAX AND GOODS AND SERVICES TAX (GST):**

Income tax shall be deducted at source as applicable by CDFD from the contractor's interim and final bill payments as required by law. GST shall be paid extra as per the applicable rule.

**28. EXTRA/SUBSTITUTED ITEM RATES:**

Such items shall be executed as per directions/instructions of the CDFD.

The work on extra/substituted items shall be started only after the receipt of written order from CDFD. However rates for additional/extra or substituted (altered) items of work, which are not covered in the contract shall be derived based on the relevant clauses of GCC, the finalization of which shall not holdup the execution of such additional/extra items in any manner.

**29. SERVICES DRAWINGS**

The contractor shall furnish completion drawings of all services in triplicate, showing the work as actual executed, along with levels. Costs of all these are deemed to have been included in the respective item rates quoted by the contractor and nothing extra shall be paid on account of any of these requirement/acts.

**30. AGREEMENT:**

The successful contractor shall be required to enter into an agreement within 10 days (Ten) from the date of issue of letter of acceptance. The contractor shall pay for all stamps and legal expenses incidental thereto. However, the written acceptance of the tender by the CDFD, will constitute as a binding contract between the CDFD and contractor, whose tender has been accepted, whether such formal agreement is or is not subsequently executed. The standard GCC of CPWD shall be part of the agreement.

**31. INSURANCE:**

The contractor shall provide insurance in respect of damage to persons and property and firm insurance as per relevant clause of General conditions of contract. In addition he will also insure against riots and civil commotion. The insurance shall also cover third party and all the persons working at site and visitors including contractors, workers, CDFD personnel, other contractor's workers etc. The contractor shall indemnify the CDFD against any claim or compensation or mishaps of whatsoever nature at site during the progress of work.

The contractor shall prove to the CDFD from time to time that he/they have taken out all the insurance policies as required and directed and has paid the necessary premium for keeping the policies valid as per relevant clause of the General Conditions of Contract.

In case of failure by the Contractor or sub-contractor to effect and keep in force the insurance policies, then the client, without being bound to, may pay such premiums as may be necessary and deduct the same from any money due or which may become due to the contractor or recover the same as a debt due from the contractor.

**32. INSPECTION BY THE CHIEF TECHNICAL EXAMINERS (VIGILANCE):**

The proposed work covered under this tender, during the progress and or after completion, can also be inspected by the Chief Technical Examiner/ Technical Examiner or Officers of the Central Vigilance Commission, Government of India, on behalf of CDFD to ascertain that the execution of the work has been done with materials and workmanship all as stipulated in the contract and as directed.

Contractor shall afford all reasonable facilities to the above vigilance staff and also provide them with ladders, tapes, plumb bob, level etc., as required and directed and also necessary labourers skilled/unskilled to enable them to complete their inspection/study/technical scrutiny and no extra shall be admissible to the contractor on this account.

**33. DEFECTS LIABILITY PERIOD:**

Defects Liability period shall be 6 (six) Months from the date of handing over of all the works completed in all respects.

**34. FINAL MEASUREMENTS:**

Period of final measurements shall be 1 (one) Month from the date of all works completed in all respects.

**35. POWER SUPPLY:**

One electrical point power will be made available by CDFD to the contractor for his use on normal terms of payment as per TSSPDCL tariff as applicable.

**36. PRIORITY OF CONSTRUCTION:**

The Contractor has to execute such items/works on priority basis, as may be decided by the client. The work programme is to be approved in writing before execution. Client reserves right to alter the priority as the case may be.

**37. JURISDICTION OF COURT IN CASE OF DISPUTES:**

**This contract is under jurisdiction of court at Hyderabad.**

**38. QUALITY OF TENDERER'S SUPPLY ITEMS:**

All materials, fittings, fixtures shall be of heavy and high quality within the scope of specifications. Samples of materials like fittings of doors, windows, etc., should be got approved within a week from the award of tender by the contractor from CDFD.

**39. MODE OF MEASUREMENT:**

The mode of measurement will be as per CPWD standard specifications for all items. There shall be no disputes in this regards.

**40. SECURITY DEPOSIT:**

The security deposit for this work is 5% of the total value of work done. The recovery on this account made from the running bills and final bill.

The security deposit so recovered will be released after successful completion of Defects liability period as stipulated in the contract.

**41. GENERAL**

These Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, (CPWD) Technical Specifications (CPWD) and Technical Specifications Electrical and air-conditioning works. Drawings and any other documents forming part of this contract wherever the context so requires.

The Notice Inviting Tender, General Conditions of Contract (CPWD), Drawings & the bidding documents comprising of Special Conditions of Contract, Price Bid Document & Telegram of Intent/Letter of Intent shall form part and parcel of the Agreement.

Notwithstanding, the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.

Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy or variations prevail.

**42. OBSERVANCE OF LABOUR LAWS & PRINCIPAL EMPLOYER**

Observance of labour laws shall be as per the clause No.19 of General Conditions of Contract. Principal Employer's certificate will be issued by CDFD.

**43. RATES ARE FIRM AND NO ESCALLATION IS ALLOWED**

The Rates quoted by Contractor are firm and no escalation will be allowed on account of price increase of materials, fuel, labour etc. The clause 10C and clause 10CC of General Conditions of Contract are not applicable to this contract.

**44. MINIMUM REQUIRED T&P FOR WORK EXECUTION.**

- 1) Excavator cum loader LJCB 30 Model or equivalent.
- 2) ~~Truck / Tipper / Dumpers~~ / Load Tractors
- 3) ~~Water Tanker~~

### LIST OF APPROVED MAKES

<b>S.No.</b>	<b>MATERIAL</b>	<b>MAKES / MANUFACTURER</b>
1.	Cement	Ultratech / ACC / Dalmia



**General Check-list of Guidance for submission of Bid / Tender**

**Name of the work:** “Desilting of Water Pond and Construction of Water Collection Pits near Wing ‘C’, CDFD Laboratory Building”, Uppal Campus, Hyderabad”.

Bidders are requested to duly fill-in this General Check-list and shall be submitted along with the Technical Bid of the tender and also ensure that all details / documents have been furnished as called for in this tender.

<b>S.No.</b>	<b>Particulars</b>	<b>Indicate (Yes / No)</b>	<b>Enclosure No(s).</b>
1.	Tender submission form (forwarding letter)		
2.	Tender cost in the form of DD		
3.	Earnest Money Deposit (EMD)		
4.	Copies of Contractor Registration Certificate with Government organizations, etc.		
5.	IT returns submission details		
6.	Work experience certificates		
7.	Copy of GST Registration Certificate		

**Signature of Contractor/ Bidder:**

**Name :**

**E.Mail ID**

**Contact No.**

## PRICE BID



### **CENTRE FOR DNA FINGERPRINTING AND DIAGNOSTICS**

(An autonomous institute of the Dept. of Biotechnology, Ministry of Science & Technology, Govt. of India.)

Inner Ring Road, Uppal, Hyderabad – 500039, India.

### SCHEDULE OF QUANTITY

**Name of work:** “Desilting of Water Pond and Construction of Water Collection Pits near Wing ‘C’, CDFD Laboratory Building”, Uppal Campus, Hyderabad”.

Item No	Description of item	Unit	Qty	Rate (Rs.)	Amount (Rs.)
1	Carriage of Excavated earth and related debris, upto 1km includes loading ,unloading and spreading	Cum	210		
2	Earth work in excavation by mechanical means / manual means in water pond, water collection pits, and lifting upto 3.0mtr including getting out the excavated soil & lead upto 50 mtrs. All kinds of soil.	Cum	210		
3	Clearing jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth up to 30 cm measured at a height of 1 m above ground level and removal of rubbish to the designated place inside the CDFD Campus.	Sqm	481		
4	Providing and laying in position cement concrete of specified grade - All work up to plinth level				
	1:2:4 (1 Cement : 2 coarse sand (zone-III) : 4 graded stone aggregate 40 mm nominal size)	Cum	0.50		
5	1:4:8 (1 Cement : 4 coarse sand (zone-III) : 8 graded stone aggregate 40 mm nominal size)	Cum	1.0		
6	Brick work with common burnt clay modular bricks of class designation 7.5 with Cement mortar 1:4 (1 cement : 4 coarse sand) for construction of water collection pits, including provision of 2” dia holes using PVC pipe at 0.30mts interval.	Cum	7.0		

7	Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete	Kg	105		
8	12mm cement plaster of mix 1:4(1: cement 4fine sand )	Sqm	35		
	Total:				
	GST @ 12%:				
	Grand Total:				

(Rupees.....)

**Declaration:**

I hereby declare that I had gone through the terms and conditions of the tender thoroughly and quoted rate

**SIGNATURE OF THE TENDERER WITH STAMP**