



इंटरनेशनल एडवांस्ड रिसर्च सेंटर फॉर पाउडर मेटलर्जी एंड न्यू मटेरियल्स) एआरसीआई,
बालापुरपीओ हैदराबाद

**INTERNATIONAL ADVANCED RESEARCH CENTRE FOR
POWDER METALLURGY AND NEW MATERIALS (ARCI), BALAPUR P.O
500005**

Tender No. SC20250169/WO

Date: 27.02.2026

e-TENDER DOCUMENT

**PROVIDING WATER PROOFING TREATMENT FOR VARIOUS BUILDINGS AT
ARCI, HYDERABAD**

1.	Earnest Money Deposit/Bid Security	INR. 55,000/-
2.	Tender Fee	INR 500+18% GST(INR 590/-)
3.	Period of Work	3 Months
4.	e-Tender document published date	27.02.2026
5.	Bid documents can be accessed from	https://eprocure.gov.in/eprocure/app www.arci.res.in
6.	Clarification start date and end date	28.02.2026 to 05.03.2026
7.	Bid submission start date and time	06.03.2026 Time 09.00 AM
8.	Bid submission end date and time	20.03.2026 up to 15:30 Hrs
9.	Online Bids opening date and time (for cover 1 Tender Fee and EMD)	23.03.2026 at 11:00 Hrs
10.	Mode of Tender	eProcurement (Online) https://eprocure.gov.in/eprocure/app
11.	Bid Submission	Cover 1: Tender Fee and EMD Cover 2: Technical Bid Cover 3: Commercial Bid (Online ONLY)



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P.O 500005**

Instructions to Bidders

Table of Contents

Sl. No.	Description	Page No.
1.	Notice for inviting e-tender	3-6
2.	Special Instructions for online bid submission	7-9
3.	General instructions to tender along with eligibility criteria	10-14
4.	Tender Fee and EMD Security deposit	15-17
5.	General conditions of contract	18-36
6.	Special conditions of contract	37-47
7.	Article of Agreement	48-49
8.	Indemnity Bond	50-51
9.	Technical specifications for BoQ items	52-60
11.	Declaration by Vendor	61
12.	Checklists	62-63

NOTICE FOR INVITING OPEN E-TENDER

1. International Advanced Research Centre for Powder Metallurgy and New Materials (henceforth referred to as ARCI) is an Autonomous Research and Development Centre of Department of Science and Technology (DST), Government of India with main campus at Hyderabad and with operations in Chennai and Gurugram.
2. Works to be provided at: International Advanced Research Centre for Powder Metallurgy and New Materials
(ARCI) RCI Road, Opp. Balapur
Village Hyderabad – 500005
Phone No: 040-24452376, 24452319
Fax: 040-24442699
Email: ramesh.e@arci.res.in

NAME OF THE WORK: **PROVIDING WATER PROOFING TREATMENT FOR VARIOUS BUILDINGS AT ARCI, HYDERABAD**

3. **Tender Enquiry No: (Case No.) SC20250169/WO Dated: 27.02.2026.**
4. Last date and time of submission of Tender online (Tender Fee, EMD, Technical bid, and Price bid): **20.03.2026 before 15:30 hrs.**
5. The contractor has to submit the rates for the BOQ items in commercial bid (Cover 3) and **without rates** in technical bid (Cover2).
6. The contract / service provider / successful bidder (L1) will be decided based lowest price quoted.
7. If rates are found on higher side, ARCI will negotiate with L1 supplier to reduce the rates of individual BOQ items.
8. No escalation will be given/ awarded for Cement & Steel and various BOQ items.
9. The contractor shall not be entitled to any price escalation except statutory variation if any.
10. Contractors are invited to submit their most competitive ONLINE quotation through CPP Portal (Central Public Procurement Portal) website <https://eprocure.gov.in> on or before the prescribed due date. Manual bids shall not be accepted except for the original documents, if any mentioned in this tender.
11. Complete tender can be viewed and submitted through <https://eprocure.gov.in/eprocure/app>. To use the Electronic tender portal

<https://eprocure.gov.in/eprocure/app> the bidders need to register on the portal.

12. **Validity of Bid:** Quotation should have minimum validity of **120 days** from the date of opening.
13. **Tender Fee and Earnest Money Deposit (COVER 1):**

Bidder shall select the payment option as online or offline to pay the Tender Fee and EMD (as per the ARCI bank account detail given below) in the form of demand draft/ Banker's Cheque, etc. All scanned documents of Tender Fee and EMD should be uploaded in the CPP portal (Any other relevant document pertaining to EMD and Tender fee may be uploaded and also submit the hard copies in cover-1). Original Proof of payment of Tender Fee and EMD to be submitted in a sealed envelope super scribed as COVER-1 with following information:

 1. Tender Reference No. SC20250169/WO
 2. Type of bid: Two bid system (i.e. Cover-1: EMD and Tender Fees, Cover-2: Technical bid and without rates of BOQ and Cover-3: Commercial bid(rates of BOQ items))
 3. Tender Due Date & Time: **20.03.2026 IST 15:30 hrs**
 4. Bidder name:
 5. Bidder Address:
 6. Bidder e-mail ID for correspondence:
 7. Bidder Mobile contact details:
14. **Technical Bid (COVER 2):** Technical bid will be opened if the bidder to submitted the Tender Fee and Earnest Money Deposit in Cover-1 (online or off-line). All scanned documents of Technical bid should be uploaded in the CPP portal (Cover-2), such as self-attested Signed copies of all the tender document pages as a mark that the bidder has read and understood the all the terms and conditions, BOQ item list without quoted prices, all Certified Experience related documents for last five years (Works completed as on date of issue of this tender notice), organization chart, manpower and related equipment available with the bidder, pan card details, last three years Chartered Accountant audited IT submitted returns, last three years chartered accountant certified turnover certificate, bank details of the bidder, solvency certificate from nationalized banks, GST details, Firm or company registration certificate, list of present works being executed by the bidder/contractor with documentary proofs such as work orders/purchase orders, latest profile of the bidder, any other Government of India agencies/Departments/organizations/ CPWD/MES/ ISRO/ Atomic Energy, registration/ empanelment certificates, any litigation history of the firm to be certified by the head/ARCI of the company. Original certified and signed copies of the uploaded documents to be submitted in a sealed envelope super scribed as COVER-2 with details given above and in following paras.

Both the Cover 1 and Cover 2 shall be submitted in online and offline of the documents of the Tender No. **SC20250169/WO** due date on **20.03.2026** along with the name of the work and the same should reach the address: International Advanced Research Centre for Powder Metallurgy and New Materials, Balapur Post, Hyderabad – 500 005, Telangana on or before **20.03.2026**.

Price Bid (COVER 3): Price bid (BOQ) to be uploaded **ONLINE only** in COVER-3 and no other mode of submission is acceptable.

- 15. All the tenders, in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected. List of any deviations shall be separately submitted in a deviation statement. It may be noted that major deviations from ARCI terms and conditions are also liable to be rejected.**

Clarification on bid:

Bidders can seek clarification as per the schedule start date and end date through email IDs given below:

- 1.** For technical clarifications : vbalajirao@arci.res.in, nirmala@arci.res.in , dhanunjaya@arci.res.in
- 2.** For commercial clarifications : ramesh.e@arci.res.in, stores@arci.res.in, sspoarci@arci.res.in.

a. Opening of the tender:

- 3.** Only the Cover 1 containing Tender Fee and EMD shall be opened online on the date of the tender opening.
- 4.** Price bids of only those firms meeting all tender requirements including compliance to technical specifications, confirming with all tender conditions and passing technical evaluation and eligibility criteria will be considered for opening and further process.
- 5.** After opening of the price bid, detailed comparative statement will be generated online and the finalization of successful bidder will be decided on L-1 (lowest price) as per CPP Portal.

16. Award of Contract:

Contract will be awarded to successful bidder and a copy of the award of the contract will be Uploaded in CPP portal after finalizing the tender.

17. Period of Work:

Three months from the date of Work Order/Letter of intent.

18. DISQUALIFICATION OF TENDERS:

The tenders are liable for rejection in the following circumstances:

- i. If they are not in line with the terms and conditions of this tender notice.
- ii. Conditional quotations
- iii. Incomplete tenders
- iv. Tenders without Tender Fee and EMD.
- v. Tenders submitted through Fax or e-mail.
- vi. If two bid system is not followed.
- vii. If price bid enclosed alongwith technical bid cover (Within Same Cover).**
- viii. The Firm need to quote all the charges /prices as per the tender requirement, if any firm quote nil charges/consideration, the bid shall be treated as Unresponsive bid and will not be considered.
- ix. **During technical evaluation the bidder / tenderer has to respond to ARCI quires or Clarifications within the specified time period.**
- x. Director, ARCI reserves the right to accept or reject any or all tenders either in part or in full or to split the order without assigning any reasons thereof.**

The original hard copies of EMD (if any) should be submitted on or before the due date to the following address:

International Advanced Research Centre for Powder Metallurgy and New Materials, Balapur Post, Hyderabad – 500 005, Telangana

IMPORTANT NOTE: Amendment, Corrigendum if any to this tender document, WILL BE HOSTED ONLY IN ARCI WEBSITE and CPP Portal and no separate Press Notification will be issued. Bidders are advised to visit our website and CPP Portal regularly to know such details.

Director, ARCI, Hyderabad

SPECIAL INSTRUCTIONS FOR ONLINE BID SUBMISSION:

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal fore-Procurement are at <https://eprocure.gov.in/eprocure/app>. The bidders must carefully follow the instructions.

- Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
- Bidder should do the enrolment in the e-Procurement site using the "Click here to Enroll" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid e-mail-id. All the correspondence shall be made directly with the contractors/bidders through e-mail-id provided.
- Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
- Then the Digital Signature Certificate (Class III Certificates with signing key usage) issued by NIC/SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on e-Token / Smart Card, should be registered.
- The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- Contractor / Bidder may go through the tenders published on the site and download the required tender documents/ Annexures for the tenders he/she is interested.
- After downloading / getting the tender document/ Annexures/ Appendices, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum / addendum published before submitting the bids online.
- Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/ Smart Card to access DSC.
- Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- From my tender folder, he selects the tender to view all the details indicated.
- It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender Annexures and appendices carefully and upload the documents as called for; otherwise, the bid will be rejected.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ Annexure and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested

format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.

- Bidder should take into account the corrigendum / addendum published from time to time before submitting the online bids.
- The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- Bidder should submit the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. **Scanned copy of the instrument should be uploaded as part of the offer.**
- The bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instruments
- The details of the DD/BC, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- The bidder has to upload the relevant files required as indicated in the covered content. In case of any irrelevant files, the bid will be rejected.
- **If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/ BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.**
- The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

- After the bid submission (i.e after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. For any further queries, the bidders are asked to contact over phone as mentioned in the CPP website or send an email to - cppp-nic@nic.in.

GENERAL INSTRUCTIONS TO TENDERER ALONG WITH ELIGIBILITY CRITERIA AND DOCUMENTS TO BE UPLOADED IN THE TECHNICAL BID COVER IN THE CPP PORTAL

1. Scope of Tender: Providing water proofing treatment for various buildings at ARCI Balapur, Hyderabad

(The BoQ items will be operated based on the site requirement decided by ARCI. The contractor will not be eligible for any compensation/claim for any item/items not operated/used).

2. Non Association / Relation:

Should a contractor or a tenderer have a relative, employed in ARCI or in case of partnership firm or company incorporated under the Indian company act, should a partner or relative of the partner or a shareholder be employed in a responsible capacity in ARCI, the authority inviting the tender should be informed of the fact at the time of submission of tender, failing which the tender may be rejected. If such fact is suppressed at the time of tendering and comes to light at any time after acceptance of tender, the contract may be rescinded.

3. Pre-qualification Criteria and minimum marks for individual qualification criteria:

A. General work Experience (Annual Turnover): The Contractor should have achieved minimum annual value of general civil works (as certified by Chartered Accountant and at least 50% of which is from Engineering (Civil) works i.e Rs. 10 lakhs, carried out in any of the year over a period of 05 (five) years ending 31.01.2026. (i. e. **providing audited balance sheet along with income tax returns**). -Marks – 10 marks

B. Similar nature of work experience: The contractor should have successfully completed similar works for a prominent Government organizations/Government institutions/PSUs/Abs funded by the Government of India during last 05 (Five) years ending 31.01.2026 and should have either of the following (i.e., attached documentary proof).- **Marks – 30 marks**

- Three similar nature of works costing not less than **Rs. 8.80 Lakhs or above or**
- Two similar nature of works costing not less than **Rs. 13.20 Lakhs or above or**
- One similar nature of work costing not less than **Rs. 17.60 Lakhs or above**

C. The contractor should be registered with any of the prominent Govt./Semi Govt./ Govt. of India Autonomous Bodies/ Public Sector Undertakings. **Marks –10 marks**

Similar works means: Tenderer should have successfully completed any Civil Engineering work which should include the water proofing treatment works of value not less than work value mentioned in the tender eligibility criteria.

The relevant documents are:

D. The tenderer must be registered for GST & with other statutory Departments of Govt. of Telangana State / India and should submit the registration certificates of GST, PAN Card and any registered certificate. – **Marks – 5 marks**

E. Total tender document enclosed each page duly signed by the tenderer as token of acceptance. If any deviation is proposed by the tenderer the same must be clearly indicated and enclosed as deviation list but tenders with significant deviations list and merely enclosing tenderer's printed conditions or their own terms and conditions will make the tender liable for rejection. – **Marks – 5 marks**

F. Constitution of the tendering firm including Latest profile of the contractor and List of qualified engineers and staff (technical and non-technical) employed by the contractor. - **Marks – 5 marks**

G.List of last 05 (Five) years executed similar works for any prominent Government./ Govt. of India Autonomous Bodies/Government institutions/ Public Sector Undertaking along with Xerox copies of work orders / purchase orders along with completion certificates.- **Marks –10 marks**

H.Statement showing the turn over during the past 05 (five) years supported by balance sheets or income tax returns. - **Marks – 5 marks**

I. Current original Solvency Certificate, minimum 6.6 lakhs, issued from any nationalized bank online bank details may be submitted). – **5 marks**

J. Other State/Central Government agencies registration certificate. - **Marks – 5 marks**

K. Firm registration certificate (In case of Firm). - **Marks – 5 marks**

L. List of similar nature of Civil works having water proofing treatment works under taken by the tenderer presently (in progress), if any. - **Marks – 5 marks**

Important Note: -

1. All above clauses should be satisfied to qualify technically and documentary proof should be submitted. The completion certificate along with the Work order copy or Purchase order copy shall be issued by authorized official not below the rank of superintending engineer.

2. The eligibility criteria score should be minimum 75 marks (Out of 100 marks) and past experience as per 3.B is mandatory.

3. Based on the above minimum criteria marks only commercial bid will be considered.

4. The bidders not obtaining minimum 75 marks shall be disqualified.

4. Other Terms:

A. Any person signing the tender shall submit documentary evidence that his signature on the tender, submitted by him is legally binding upon himself, his firm or company, as the case may be.

B. The tenderer shall produce satisfactory proof that he is financially in a position to fulfill the contractual obligations offered to be undertaken by him. The tenderer shall indicate the details of his banker.

C. The bidder should submit the scanned copy of the Technical Bid for online submission and original hard copy of all the documents must be submitted in an organized and structured manner. No brochures/leaflets etc. should be submitted in loose form. Please indicate page nos. on your quotation. The price should not be mentioned anywhere in this document.

D. The original hard copies of Technical Bid documents along with EMD should be submitted on or before the due date. The bidder should ensure that all the technical documents submitted through online and hard copies are one and the same. If any deviation is found, the tender is liable to be rejected.

E. Price Bid (BOQ) should be submitted online only and no other mode of submission is acceptable.

F. The technical offer should be complete to indicate that all products and services asked for are quoted. Each page of the bid and strikeout/corrections shall be duly signed and stamped by the bidder. Unsigned Tenders are liable to be rejected. Failure to comply with this requirement may result in the bid being rejected.

- G. The purpose of certain specific conditions is to get or procure best product/service etc. for ARCI.

H. Cost of Tendering:

The Tenderer shall bear all costs associated with the preparation and submission of this Tender, and the ARCI will in no case/ way be responsible and liable for those costs. The Tenderer, at the Tenderer's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender including site safety measures to be considered for doing work at ARCI, Hyderabad. The costs of visiting the Site shall be at the Tenderer's own expense.

- I. The Tenders not accompanying with EMD and unconditional acceptance letter will be summarily rejected.

J. Period of validity of Tender:

The Tender shall remain valid for a period of 120 days after the last date of the submission of Tender. A Tender valid for a shorter period, may be rejected by the ARCI as non-responsive and the EMD paid along with it will be forfeited.

- K. Language of Tender: The document shall be written in English language and the amount in words should be written in English language.

The following original hard copies of technical bid should be submitted on or before due date:

- a. Total tender document enclosed each page duly signed by the tenderer as token of acceptance. If any deviation is proposed by the tenderer the same must be clearly indicated and enclosed as deviation list, but tenders with significant deviations list and merely enclosing tenderer's printed conditions or their own terms and conditions will make the tender liable for rejection.
- b. Copy of the tenderer's price schedule but without prices.
- c. Earnest money deposit as laid down in this instructions to tenderers.
- d. Constitution of the tendering firm
- e. List of eligibility criteria documents
- f. List of last 05 (Five) years executed similar works for any prominent Govt./Semi Govt./ Govt. of India Autonomous Bodies/ Government Institutions /Public Sector Undertaking along with Xerox copies of work orders / purchase orders along with completion certificates.
- g. Statement showing the annual turnover during the last five years supported by balance sheets or income tax returns.
- h. Current original solvency certificate from any nationalized bank for minimum 6.60 Lakhs.

- i. Copies of GST registration certificates and PAN card.
- j. Other State/ Central Government agencies/Central Govt. PSUs registration certificate.
- k. Firm registration certificate (In case of Firm).
- l. Latest profile of the contractor
- m. List of qualified engineers employed by the contractor.
- n. The contractor should have relevant statutory government licenses.
- o. Labour Licenses from central labour authorities.
- p. The work force (labour) deployed during the work shall be covered under works men compensation act/ Insurance from govt. companies/ accredited agencies. The contractor should immune ARCI from all liabilities related to the men and material engaged by the contractor during the contract period.
- L. ARCI is not responsible for the loss of documents or for the delay in transit.
- M. All the above documents forming of the tender shall be kept in one envelope which shall be SEALED and super-scribed with as technical bid, Technical bid -Name of work, **Tender No. SC20250169/WO** & Due on 20.03.2026 up to 15:30 Hrs and should be addressed to:

The Director, International Advanced Research Center for Powder Metallurgy and New Materials (ARCI), Balapur PO, RR District, Hyderabad – 500 005, Telangana

O. Important Note: - *Based on the technical bid qualification the commercial bid will be considered.*

PART- 2**TENDER FEE AND EARNEST MONEY DEPOSIT/BID SECURITY**

1. Bid should be accompanied by Tender Processing Fee of INR 500 +18%GST (INR 590/-) in the form of Account Payee Demand Draft drawn on in favour of Director, International Advanced Research Centre, Payable at Hyderabad. Tender Fee is not refundable. Bids submitted without tender processing fee will not be considered for further processing.
2. Bid should be accompanied by EMD **INR 55,000/-** from Indian bidders in the form of Demand Draft or Insurance Surety Bonds or Banker's Cheque or Fixed Deposit Receipt lien registered or Bank Guarantee (**including e-Bank Guarantee**) from any of the Indian Commercial banks in favour of **Director, International Advanced Research Centre, Payable at Hyderabad** or payment online like RTGS/NEFT/ECS in an acceptable form.
3. If TDR is submitted towards EMD, the same shall be obtained in favor of "**Director, International Advanced Research Centre,**" **with lien registered for the corresponding period duly discharged by the tenderer.**

The details of transaction for Tender Fee and EMD viz Name of Bidder firm, tender description, Transaction ID/No. of Transfer, Transaction date, Amount of Transaction, Name of Bank, Address of Bank shall be furnished by the TENDERER ON THEIR LETTER HEAD SEPARATELY ENCLOSED IN COVER-1 (Online and Offline) ALONG WITH TENDER.

Online Payment Account details are as follows:

Details of Account Holder

Name of the Institution	International Advanced Research Centre for Powder Metallurgy & New Materials
Name of Account Holder (As per Bank Record)	ARCI TECHNOLOGY PROGRAM FUND
Account Number of above account	1849101016974
Complete Contact Address	RCI Road, Balapur, Opposite Balapur Village, Hyderabad -500005
Telephone No	0091-040-24452361
Fax No	0091-040-24442699

Bank Account Details

Bank Name	CANARA BANK
Branch Name	Kanchanbagh
Beneficiary's Name	ARCI Technology Program Fund

Complete Contact Address	Kanchanbagh, Hyderabad 5000059
Telephone No	040-23438704
9- Digit Code No of Bank & Branch	500015032
Account Number	1849101016974
Account Type (SB/Current/Cash/Credit/Etc)	Savings Account
IFSC Code No of Bank	CNRB0001849
PAN Number	AAAAI0324C
TIN Number	36980207289
Service Tax Number	AAAAI0324CST001
GSTIN Number	36AAAAI0324C1ZG
E.Mail	fao@arci.res.in

3. No interest is payable on EMD.
4. The EMD shall be valid for a minimum period of three months from the date of closure of the bid.

5. Bidder registered with National Small Industries Corporation (NSIC) or Udyam registration or any other body specified by Ministry of Micro, Small and Medium Enterprises as MSMEs registered as Manufacturers or Startups as recognized by Department of Industrial Policy and Promotion (DIPP), Govt of India for the tendered item are exempted from payment of tender fee and Earnest Money Deposit (EMD) subject to submission of valid documentary evidences throughout the time of the contract. Copies of MSME, NSIC registration certificates and other supporting documents should be submitted along with bid. Failure to submit the required documents shall lead to rejection of bid.

6. Refund of EMD:

Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. However, in case of two packet or two stage bidding, bid securities of unsuccessful bidders during first stage i.e., technical evaluation, should be returned within 30 days of declaration of results of first stage i.e., technical evaluation etc.

7. Forfeiture of EMD:

EMD of tenderer will be forfeited, if the tenderer withdraws or amends its tender or derogates from the tender in any respect within the period of validity of its tender. Further, if the successful tenderer fails to furnish the required performance security within the specified period, its EMD will be forfeited.

8. The successful bidder should submit security deposit (SD) / performance guarantee amount 5 percent of the tendered amount i.e Rs. 1,10,000.00 (Rupees One lakh and ten thousand only) in the form of Demand Draft or Banker's Cheque or or TDR duly endorsed in the name of Director ARCI from any of the Indian nationalized banks (RBI Recognized), payment online like RTGS/NEFT/ECS in an acceptable form in favor of Director, International Advanced Research Centre, Payable at Hyderabad. In case of online payment receipt should be submitted. The payment of SD shall be made within 15 days from date of intimation letter from ARCI

9. Refund of Security Deposit (SD) / performance guarantee:

The security deposit (SD) / performance guarantee amount will be returned without interest to the contractor after the guarantee period of 5 years as mentioned in BOQ subject to following:

- a. No claim certificate by the contractor for works executed at ARCI.
- b. Completion certificate issued by ARCI
- c. Inventory handing over, if any
- d. Indemnify ARCI that the contractor discharged all the payments such as salaries, labour payments, statutory taxes, material payments etc..
- e. The proceeds of the security deposit/performance guarantee shall be payable to the ARCI as compensation for any loss or dues resulting from the Contractor's failure to complete its obligations under the contract.

ANNEXURE – I

GENERAL & SPECIAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1.0 Definitions

In this contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between ARCI and the Contractor, as recorded in the contract form signed by the parties, including all the attachments and appendices there to and all documents incorporated by reference therein.
- (b) "The Contract Value" means the amount payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- (c) "Contract Data" means any information provided in the Tender document and agreed to by the Contractor.
- (d) "The Work" means all labor, materials, tools & tackles, insurances (labor & material), statutory payments (taxes & wages) and plant, equipment including government taxes and transport, that may be required in preparation of and for and in the full and entire execution and completion of "the Work". The contractor is obligatory to show the performance guarantee of the executed works.
- (e) "Services" means services ancillary to the execution of the work such as transportation and insurance, and any other incidental services, such as installation, testing, integration, commissioning, provision of technical assistance, training and other obligations of the Contractor covered under the contract.
- (f) "GCC" means the General Conditions of Contract contained in this section.
- (g) "SCC" means the Special Conditions of Contract.
- (h) "ARCI" means the organization getting the work done, and or its representatives
- (i) "The Contractor" means the individual or the firm executing the works.
- (j) "The Site" where applicable, means the place or places named in individual work wise rate contract purchase order/ Indenting Officer.
- (k) "Day" means calendar day.
- (l) "GST" means Goods and Service Tax as applicable for HSN / SAC codes.

- 2.0** The Contractor shall offer the Engineer or any representative of ARCI every facility and assistance for examining the works and materials. The Engineer or any representative of the ARCI shall have power to give notice to the Contractor or to his staff, 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 ARCI. Such examinations shall not in any way exonerate the contractor from the obligations to remedy any defects which may be found to exist at any stage of the work or after the same is completed.

3.0 Interpretation and Application

- 3.1 These general conditions shall apply to the extent that provisions in other parts of the contract do not supersede them.
- 3.2 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically

defined. The ARCI will provide instructions clarifying queries about the Conditions of Contract.

4.0 Standards

- 4.1 The works executed by the Contractor should be carried out in most professional manner, both as regards material and otherwise, in every respect, in strict accordance with the Technical Specifications. All materials and workmanship shall so far as procurable be of the respective kinds described in the priced schedule of quantities and/ or specifications and in accordance with the ARCI instructions, and the Contractor shall upon the request of the ARCI, furnish them with all invoices, accounts, receipts and other vouchers to prove that the material procured complies therewith. When no applicable standard is mentioned, the work shall be carried out as per the directions of the ARCI. The Contractor shall at ARCI cost arrange for and / or carry out any test of materials which the ARCI may require. In case of discrepancies in tender wording as regards the specifications of materials workmanship etc., written instructions will supersede the tender wording unless otherwise mentioned.
- 4.2 The ARCI in their absolute discretion from time to time shall issue further drawings and/ or written instructions, details, directions and explanations which are hereafter collectively referred to as "the ARCI instructions" in regard to: -
- a. The variation or modification of the design quality or quantity of works or the addition or omission or submission on any work.
 - b. Any discrepancy in the drawings or between the schedule of quantities and / or drawings and /or specifications/ dimensions etc.
 - c. The removal and / or re-execution of any works executed by the Contractor.
 - d. The removal from the site of any materials brought thereon by the Contractor and the substitution of any other materials therefore / or rejection of the material brought on site.
 - e. **Payment will be made as per actual site measurements.**

5.0 Use of Contract Documents and Information

- 5.1 The Contractor shall not, without the ARCI prior written consent, disclose the contract or any provision thereof, or any specifications, plan, drawing, pattern, sample or information furnished by or on behalf of the ARCI in connection therewith, to any person other than a person employed by the Contractor in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 5.2 The Contractor shall not, without the ARCI prior written consent make use of any document or information enumerated in Para 5.1 except for the purposes of performing the contract.
- 5.3 All documents included but not limited to contract agreement shall remain the property of the ARCI and shall be returned (in all copies) to the ARCI on completion of the Contractor's performance under the contract, if so required by the ARCI.

6.0 Contractor to provide everything necessary for proper execution of work

- 6.1 The Contractor shall provide everything necessary for the proper execution of the works according to the intent and meaning of the drawings, priced schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from. If the Contractor finds any discrepancy therein he shall immediately and in writing refer the same to the ARCI whose decision shall be final and binding. Further, if any sample(s) of material(s), fittings, fixtures or finished item(s), to be used in the electrical/civil/LAN/telephone works, has/have been called for from the contractor, no work related to it/these shall be executed unless the same has/ have been approved by the ARCI failing which no payment shall be made to the contractor on this account. Any sample, duly approved by the ARCI shall become part of the supply to be used in "the works".
- 6.2 The Contractor shall supply fix and maintain at his cost, during the execution of any works, all the necessary power supply, water supply, scaffolding, watching and lighting by night as well as by day, required not only for the proper execution but also for protection of the public and the safety of men and material, equipment's nearby, any adjacent roads, streets, pavements, walls houses, building and other erections, matters or things.
- 6.3 Throughout the execution of the work, the Contractor or his representative duly authorized and fully responsible and technically conversant with the work under this agreement, acting on his behalf shall be available at the site for supervising the work. The Contractor shall make adequate arrangements for watchmen to guard the materials brought by them to the site and shall ensure the safety, breakage and any theft of materials fixed or unfixed by him. Any material, brought to the site for bonafide use of the site shall not be removed/ shifted from the site without the prior written permission of the ARCI
- 6.4 The contractor has to provide at his cost for civil works (i.e. leveling pipe/spirit level, steel/ metallic tapes (30m-1no & 5m-2nos), tri square, die set and civil related instruments, etc.) and electrical works (i.e. leveling pipe/spirit level, steel/ metallic tapes, testing multi meter, meggar, test lamp, tester & etc.), required by the supervising staff of the ARCI representative during execution of the work.
- 6.5 Wherever the specifications of any item indicate the usage of approved equivalent of any material, the Contractor shall get the sample of the equivalent material approved from the ARCI before execution. The approval of the equivalent material is entirely at the discretion of the ARCI.

7.0 Site Establishment

The contractor shall provide all stores, workmen and materials. All materials likely to deteriorate in the open shall be stored under suitable cover.

- 7.1 The contractor shall not be allowed to construct huts for accommodation of his employee or workmen, within the site area. The contractor's employees or workmen will not be allowed to stay overnight at the site area.
- 7.2 The security of the contractor's equipment and materials is his own responsibility. The ARCI accepts no liability for loss or damage to the contractor's plant tools and tackles & materials.
- 7.3 The materials issued to the contractor if any by the ARCI will remain under the custody of contractor as a trustee. However, title on the same will remain with the ARCI. The contractor will be responsible for loss or damage to such materials and shall preserve them in good working conditions as required for the contract and good executional practices till such time that they are incorporated in the works and erected, aligned and fully installed in position and handed over to the ARCI. In case the ARCI feels that arrangements made by the contractor are not adequate he shall so advise the contractor and the contractor shall promptly take corrective action. In case the contractor fails to take corrective action, ARCI shall take such corrective actions and recover the cost thereof from the contractor's bills. Accounts of such material on completion of work shall be rendered and surplus material returned to the ARCI as per instructions of ARCI.
- 7.4 The contractor shall clear away periodically or as instructed by ARCI any rubbish, scrap materials, etc. and dump the same in the authorized dump sites notified by local authority or area indicated by the ARCI. All civil materials shall be neatly stacked in an orderly manner as directed by the ARCI and care shall be taken to allow proper access to workmen and easy movement of men, vehicles, cranes and materials.
- 7.5 The contractor shall not permit the entry to the site of any person not directly connected/concerned with the work without first having obtained the written permission of ARCI.
- 7.6 The contractor shall submit a list of equipment's, tools, tackles, etc. which he will use, to perform the work. These tools, etc. shall not be removed from the site till the completion of job. A gate pass must be obtained from the ARCI's representative in order to remove from site any testing equipment, tools and materials.
- 7.7 All items such as instructions and other pertinent data regarding erection/commissioning and maintenance should be typed and classified for transmittal in a manner approved by the ARCI.
- 7.8 All employees of the contractor shall confirm to rules of conduct, etc. established by the ARCI, Failure to do so will be sufficient cause for removal of such person from the site.

8.0 Messing & Accommodation

The contractor will make his own arrangements for messing and accommodation and the same shall not be done at site. No accommodation and messing shall be provided by the ARCI.

9.0 Procurement, Consumption and Storage of Materials

- 9.1 The contractor shall at his own expenses, provide all materials required for the works. Adequate stocks of all materials required for the work are to be maintained at site. No material (unless as provided elsewhere in this document) shall be supplied by the ARCI.
- 9.2 All materials to be provided by the contractor shall be in conformity with the detailed specifications laid down in the contract and the contractor shall, if requested by the ARCI furnish prior to the satisfaction of the ARCI that the materials conform to the laid down specifications.
- 9.3 All materials required for execution of work must be got approved by the ARCI before they are actually put to use. All facilities for prior inspection of materials and subsequent inspection of work by the Site representative of the contractor must be made available.
- 9.4 The contractor shall, at his own expenses and without delay, supply to the ARCI samples of materials proposed to be used in the work. The ARCI shall within seven days of supply of samples, or within such further period as ARCI may require and intimate the contractor in writing, whether samples are approved by ARCI or not. If samples are not approved, the contractor shall forth with arrange to supply, for their approval, fresh samples complying with the specification laid down in the contract.
- 9.5 The ARCI shall have full power to require removal of any or all the materials brought to site by the contractor which are not in accordance with the contract specifications or do not confirm in character or quality to the samples approved by ARCI. In case of default on the part of the contractor in removing rejected materials, the ARCI shall be at liberty to have them removed by other means. The ARCI shall have full powers to direct other proper materials to be substituted for rejected materials and in the event of the contractor refusing to comply. ARCI may cause the same to be supplied by other means. All risks and costs which may attend upon such removal and/or substitution shall be borne by the contractor.
- 9.6 Contractor shall be responsible for procurement of all materials/equipment's etc. No delay due to non-availability of any material equipment will be entertained by ARCI.

10.0 Method of storing the materials

- 10.1 The contractor shall at his own cost, provide for all necessary storage on the site in specified areas for all materials which are likely to deteriorate by the action of sun, wind, rain, dampness or other natural causes due to exposure in the compounds or in stores in such a manner that all materials, tools and tackles etc. shall be duly protected from damage by weather or any other cause.

- 10.2 Materials required for the works, by the contractor be stored by the contractor only at places approved by the ARCI. Storage and safe custody of materials shall be the responsibility of the contractor.
- 10.3 All the materials including contractor's tools & tackles, testing & erection equipment's brought by the contractor to the site shall become and remain the property of the ARCI and shall not be removed off the site without prior written approval of the ARCI. But whenever the works are finally completed and advances, if any, in respect of such materials are fully recovered, the contractor shall at his own expenses forthwith remove from the site all surplus materials supplied by him and upon such removal, the same shall revert in and become the property of the contractor.

11.0 Scaffolding Materials

It shall be desirable to have adequate amount of scaffolding materials / ladders to complete the work speedily and the contractor shall take care of such items before quoting. ARCI decision as to the quantum of these desirable / resources at the site shall be final and binding.

12.0 Completion of Work

Before finally leaving site, all the Contractors stores, tools & tackles, testing equipment's and rubbish / Debris / waste materials shall be removed and the site left clean and tidy. The space allocated by ARCI shall be vacated and handed over to the ARCI.

13.0 Employment of Labour

- 13.1 The contractor shall comply with the requirement of statutory provisions and shall be solely responsible for fulfillment of all legal obligations under Contract Labour (reg. & abolition) Act, Inter State Migrant Workmen Registration of Employment and condition of Service Act, payment of Wages Act., Minimum Wages Act, Workmen's Compensation act, Employee's Provident Fund & Miscellaneous Provisions Act, Payment of Bonus Act, Payment of Gratuity Act, Industrial Disputes Act and all other Industrial/Labour enactments and Rules made there under as applicable from time to time. In case ARCI incurs any liability towards payment of any dues, compensation, cost of any other liability of any kind whatsoever, due to non-fulfillment of statutory provisions under any industrial/labour laws by the contractor, the same shall be made good by the contractor and ARCI shall have full right to recover and claim the same against the contractor from his outstanding bills or security deposit or EMD or any other payments to be made by ARCI.
- 13.2 The contractor will be expected to employ on the work only his regular skilled employees with experience of this particular work. No female labor shall be employed in dark hours/ i.e. hours prohibited under the applicable law. No person below the age of eighteen years shall be employed at any point of time. The contractor shall pay, to each person, the wages as per minimum Wages Act of the State Government.

- 13.3 All traveling expenses including provision of all necessary transport to and fro, lodging allowances and other payments to the contractor's employees are his own responsibility.
- 13.4 The hours of work on the site shall be decided by the ARCI and contractor shall adhere to the same.
- 13.5 All contractors' employees shall wear safety shoes, helmet, goggles, hand gloves, nose masks and any other required personal protection equipment such identifications marks as may be provided by contractor on work site and duly approved by ARCI.
- 13.6 All notices displayed on the site and any instructions issued by the ARCI shall be strictly adhered to by the Contractor's and/or his sub-contractor's employees.
- 13.7 The contractor shall be required to maintain Group Insurance and other Acts for the workmen working at site towards safety, statutory regulations and insurance aspects applicable as per latest government (central & state) acts.
- 13.8 No Labour to stay at site.
- 13.9 Immediately after acceptance of the contract, the contractor shall submit the list showing the names of the individuals, he wishes to employ in the work, with their particulars to the department for arranging the temporary pass for them up to security gate only and subsequently to inside the technical area, the contractor should submit Aadhar card for all employees the contractor shall provide security to the supervisors.

14.0 Working and Safety Regulations

- 14.1 The contractor shall observe all statutory, safety, and legal requirements / regulations issued by Central and State Governments applicable to the work as well as any local regulations applicable to the site.
- 14.2 The contractor has to fulfill the safety obligations at site and ensure that all safety equipment required for the execution of the work is available and used by the workmen at site.
- 14.3 Required safety signage and other requirement as per safety norms must be complied as per the instructions of the ARCI.
- 14.4 The contractor shall be responsible for the provision of all safety notices safety equipment's including the safety gadgets for his workmen required by both the relevant legislation and such as the ARCI may deem necessary. While working at heights, safety belts, nets, and safety helmets shall necessarily be used.

15.0 Particular attention is drawn to the following:

In case of any incident / accident, the ARCI shall be informed in writing forthwith and First-Aid, Hospitalization shall be provided by the Contractor. The contractor shall strictly follow regulations laid down by Govt. and State authorities in this regard and all cases are to be defended by the Contractor. The ARCI shall not entertain any insurance claims.

- 15.1 Contractor shall fence his site area, excavations and etc. wherever required.
- 15.2 Compliance with all electricity regulations should be ensured.
- 15.3 Compliance with statutory requirements for inspection and test of all lifting appliances

- 15.4 Staircase, doors or gangways shall not be obstructed in any way that will interfere and Auxiliary lifting gear is to be ensured with means of access / escape.
- 15.5 Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosive, the contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulation laid down in Petroleum Act 1934. Explosive Act 1948 and Petroleum and Carbide of Calcium Manual Published by the Chief Inspector of Explosive of India. All such storage shall have prior approvals of the ARCI. In case any approval or clearance from Chief Inspector of Explosive or any statutory authorities is required, the contractor shall be responsible for obtaining the same.

16.0 Contractor's Risks

- 16.1 Contractor's Risks- All risks of loss or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor.
- 16.2 The Contractor shall be responsible for injury to persons if any, 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 sub- Contractor's employees whether such injury or damage arises from carelessness accident or any other causes whatsoever in any way connected while carrying out the Contract. This clause shall be held to include inter alia any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, footpaths, or ways as well as all damage caused to the buildings and the work forming the subject to this Contract. The Contractor shall indemnify the ARCI and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of Government or otherwise and also in respect of an award of compensation or damages consequent upon such claim.
The contractor shall make good all damages of every sort mentioned in the Clause, as to deliver up the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.
- 16.3 **Risk Purchases:** If for any reasons, except for force majeure conditions, the contractor is unable to deliver the materials ordered within the delivery period or replace the rejected quantity within allowed/permitted period, the ARCI reserves the right to resort to purchase of the said material from any other source. Such extra cost as may be incurred in resorting to such risk purchases shall be borne by the contractor. The purchaser also reserves the right to deduct such extra cost from any of the amounts outstanding to the supplier's credit.
- 16.4 The cost of repairs/rectification's necessitated due to negligence of contractor's employee shall be recovered from the contractor as per assessment made by the Director, ARCI. If the contractor fails to repair/rectify the defects in installations within the time given to him, the same will be got repaired/rectified from other agency at the risk and cost of the Contractor. The decision of Director, ARCI shall be

final and binding on both the parties.

17.0 Insurance

- 17.1 The contractor shall provide workmen compensation policy, obtained in his name.
- 17.2 Policies and certificates for insurance shall be delivered by the Contractor to the ARCI for the ARCI approval before the Date of Start of work. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 17.3 If the Contractor does not provide any of the policies and certificates required, the ARCI may affect the insurance which the Contractor should have provided and recover the premiums the ARCI has paid, from the contractor bills, security deposit, EMD or any other payments due. Otherwise due to the Contractor or if no payment is due, the payment of the premiums shall be a debt due. The cost of premium will be deducted from the contractor's bill, if at any time the workmen remains uninsured.
- 17.4 Alterations to the terms of the insurance shall not be made without the approval of the ARCI.
- 17.5 Both parties shall comply with the conditions in the insurance policy.
- 17.6 All policies in original shall be submitted to the ARCI after award of the contract
- 17.7 The contractor should provide all site risk policy from Government of India insurance company for Rs.5 lakhs per person per incident. Minimum 3 persons per single incident, minimum total 15 lakhs. This policy should be submitted along with the 1st bill. The premium should be paid within 10 days from 1st incident to cover the policy for the contract period. This policy document be submitted along with the first bill.

18.0 Setting out Works

- 18.1 The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof, if at any time any error shall appear during the progress of any part of works the contractor shall at his own expenses rectify such error, if called upon to the satisfaction of the ARCI.
- 18.2 **The Contractor has to check the issued Work Order. with the actual site requirements of BOQ items & quantities mentioned in the Work Order. if any shortfall envisaged, same may be brought to the Notice of ARCI officials in writing to issue amended W.O. to complete the job in to to. Without amended Work Order the Contractor should not start / execute the work.**

19.0 Contractor to remove non-suitable material etc. immediately.

All debris, excavated soil, scrap etc. shall be at once carted away by the contractor out the site to a place directed by the ARCI. Under intimation to concerned authorities. Any material brought on site if found unsuitable / surplus shall be removed from site at once by the Contractor under intimation to the concerned authorities.

20.0 Inspections by ARCI

- 20.1 The representative of the ARCI at all times have free access to the works and /or to the workshops, factories or other places where materials are being prepared or executed for the Contract and also to any place where materials are lying or from which they are being obtained. No person except the representatives of Public authorities shall be allowed on the work at any time without the written permission of the ARCI. If any work is to be done at a place other than the site of the works, Contractor shall obtain written permission of ARCI for doing so.
- 20.2 The ARCI and their representatives shall have the right to test and/ or inspect the works to confirm their conformity to the contract, at all times, whenever in progress either on the site or on the Contractor's premises wherever situated or any firm or company where work in connection with this contract may be in progress. All records, registers or documents relating to the works including materials used on works shall be kept open to the inspection of the ARCI or his Authorized representative when so called for in writing.
- 20.3 The Contractor shall get the quality of work done inspected for material and workmanship at different stages of execution as per instructions given by the ARCI or their representative from time to time. Any item of work done which is found not conforming to the Contract shall be rejected by the ARCI. The decision of the ARCI in such cases shall be final.
- 20.4 The inspections and tests may be conducted on the premises of the Contractor or at the site. When carried out on the premises of the Contractor or its sub-Contractor(s), all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the ARCI.
- 20.5 Should any inspected items of work fail to conform to the specifications, the ARCI shall communicate them and the Contractor shall either replace them or make all alterations necessary to meet specification requirements free of cost to the ARCI.

21.0 Covering Up/Uncovering of Works

- 21.1 No part of the works shall be covered up without the approval of ARCI and the Contractor shall afford full opportunity for examination and inspection by the ARCI. The contractor shall give due notice to the ARCI about the work to be covered up for its measurements and examination. The ARCI shall within a reasonable time attend for the purpose of examining such work, unless the ARCI specifically advises the Contractor in writing of his unwillingness not to attend for such examination in which case the Contractor may proceed further with the Contract work.
- 21.2 Should the ARCI consider it necessary in order to satisfy himself as to the quality of the work, the Contractor shall at any time during the continuance of the contract pull down or cut into any part of the work and make such opening into and to such an extent through the same, as the ARCI may direct and the Contractor shall make good

the whole to the satisfaction of the ARCI, should the work prove to be faulty or in any respect not in accordance with the terms of the contract documents, the ARCI shall be at liberty to order such further removal as he may consider necessary and the whole of the expenses incurred shall be borne by the contractor. If however, the work proves to be sound and in accordance with the contract document, the actual expenses incurred in such examination will be borne by the ARCI.

- 21.3 Rates charged by the Contractor for works performed under the contract shall not vary from the rates quoted by the Contractor in this Tender.
- 21.4 If requested by the ARCI, the Contractor shall provide the ARCI with a detailed cost breakdown of any rate in the Schedule of Quantities.

22.0 Change in the order/ Extra items of work

- 22.1 The ARCI may at any time, by written order given to the Contractor, make alterations in, omissions from, additions to, or substitutions for, in drawings, designs or specifications or quantities of the items of work
- 22.2 ARCI reserves to itself the right of omission of any item of work from the awarded tender at any time / stage during the execution of work.
- 22.3 The ARCI may at any time, by written order given to the Contractor, increase the scope of work or include any new item of work. The Contractor shall be bound to carry out such works, the rates for which shall be arrived at on the basis of the CPWD/ISRO.NRSC/ DAE -Hyderabad Schedule of Rates or if the Schedule is silent by standard methods of rate analysis as derived by the ARCI.
- 22.4 If any such changes cause an increase or decrease in the cost of, or the time required for the Contractor's performance of any part of the work under the contract, whether changed or not changed by the order, an equitable adjustment shall be made in the contract value or work schedule, or both, and the contract shall accordingly be amended. Any claims by the Contractor for adjustment under this clause must be asserted within seven (7) days from the date of the Contractor's receipt of the ARCI change order.

23.0 Payment Terms and Documentation for payment:

Supply & erection amount will be paid after successful completion of entire works i.e. inspection, erection, testing, commissioning and integration of the items with the total designed scheme, subject to Joint measurement / joint inspection of the above works, bill amounting to 100% of value of supply done as per site measurements / inspection will be paid after duly signed by the representative of ARCI.

- a. 100% basic and applicable GST will be released after satisfactorily completion and acceptance of work/service.
- b. Bill is to be submitted for each work after execution. Payment will be released against each work within 30 days from the date of satisfactory completion and acceptance of the works.
- c. TDS as applicable under IT Act shall be deducted from the payment.
- d. ARCI reserves the right to adjust any excess /short payment made in the earlier bills,

- at the time of making payment for each bill.
- e. Computerization /typing of Detailed Measurements of bills: The detailed measurement sheets of the bills shall be prepared and submitted by the contractor for verification and certification by ARCI Staff. The computer formats of the same are as specified by ARCI Authorities.
 - f. Payment will be made as per actual site measurements/joint measurements.
 - g. Delivery challan with ARCI gate entry stamp in triplicate
 - h. Invoices with (SAC/HSN code if Required)
 - i. The BOQ items listed in the tender are tentative/indicative in nature. For non-operated BOQ items, the contractor is not entitled for any claim.
 - j. The Contractor shall furnish the documents along with the 1st bill.
 - k. The contractor should provide all site risk policy from Government of India insurance company
 - l. The Director, ARCI shall deduct/recover such amounts towards penalty, if any, cost of items not returned to stores, etc.
 - m. The net payment so arrived at shall be paid by crossed cheque / RTGS payable to the Contractor.

25 Claims for Extra or for Deviations

- 25.1 The ARCI shall not be responsible for the payment of any claim for extra work not included in the contract nor the Contractor shall be entitled to claim any addition to the contract sum in respect of any changes or alterations in the materials used unless the same shall have been ordered or sanctioned, as the case may be, in writing by the ARCI.
- 25.2 If any work shall be ordered by the ARCI and executed by the Contractor for the payment of which no provision in the opinion of the ARCI have been made in the priced schedule of quantities or the specifications, the ARCI shall fix and determine such prices for the same based on the prices appearing in the priced schedule of quantities, such allowance being made as may seem to the ARCI sufficient for any difference in the character of conditions of the work. Or the rates for extra items shall be fixed on the basis of actual rate analysis / CPWD/ISRO.NRSC/ DAE -Hyderabad Schedule of Rates.

26 Removal of Imperfect Work & Replacement of rejected material:

- 26.1 If, it shall appear that the work has been executed with unsound, imperfect or unskilled workmanship, or with material of any imperfect or any inferior quality or otherwise not in accordance with the contract documents the Contractor shall at his own cost rectifies, reform, remove, or reconstruct the same, either in the whole or in part, as may be directed by the ARCI, whether or not the value of any such work or materials shall have been included in any payment made to the Contractor.
- 26.2 The Contractor shall remove all debris etc., clean the floors and hand over the site quite clean on the completion of the work to the satisfaction of the ARCI.
- 26.3 On inspection/test carried out within/outside by the ARCI and if any material/items are found to be defective/faulty/not conforming to the specifications, the ARCI may reject all/part of the supplies, as deemed fit. The contractor shall replace such of the

rejected material within a reasonable period/such time as may be intimated in the rejection letter, at contractor's cost.

27 Delay in the Contractor's performance

27.1 Execution of the work and performance of the services shall be done by the Contractor in accordance with the time schedule specified by the ARCI in the purchase order.

27.2 If, at any time during performance of the contract, the Contractor should encounter conditions impeding timely execution of the works and performance of services, the Contractor shall promptly notify ARCI in writing of the fact of the delay, its likely duration and its cause(s). As soon as possible, after receipt of the Contractor's notice, the ARCI shall evaluate the situation and may, entirely at its discretion, extend the Contractor's time for performance with or without liquidated damages.

28 Liquidated Damages / Penalty Clause:

As time is the essence of the contract, the work period mentioned in the Service Order should be strictly adhered to. Otherwise, LD clause will be applicable /enforced. If the supplier fails to provide the services mentioned in the order within the stipulated period, the Director, ARCI shall without prejudice to any other right or remedy available in law, levy a penalty for such delay by way of liquidated damages, at 0.5% per week of delay or part thereof, subject to a maximum of 10% of contract value. Such LD will be deducted from any amount due or which may become due to the supplier.

29 Termination by Default

29.1 The ARCI may without prejudice to any other right or remedy, by written notice of default sent to the Contractor, terminate the contract in whole or part:

- a) if the Contractor fails to complete any or all of the works within the period(s) specified in the NIT or any amendment thereof, or within any extension thereof granted by the ARCI, or
- b) if the Contractor fails to perform any other obligation(s) under the contract

29.2 In the event, the ARCI terminates the contract in whole or in part, the ARCI may procure, such items and in such manner as it deems appropriate, works or services similar to those unexecuted and the Contractor shall be liable to the ARCI for any excess costs for such similar work or services. However, the Contractor shall continue the performance of the contract to the extent not terminated.

30 Force Majeure

30.1 The Contractor shall not be liable for forfeiture of its security deposit/performance security, liquidated damages or termination by default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

30.2 For purposes of this clause, "Force Majeure" means an unforeseeable event beyond the control of the Contractor and is not because of the Contractor's fault or negligence.

Such events may include acts of the ARCI either in its sovereign or contractual capacity, wars, revolutions, fires, floods, epidemics and such events.

- 30.3 If a Force Majeure situation arises, the Contractor shall promptly notify the ARCI in writing of such conditions and the cause thereof. Unless otherwise directed by the ARCI in writing, the Contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

31 Termination for Insolvency

The ARCI may at any time terminate the contract by giving written fifteen days' notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the ARCI.

32 Termination for Convenience

The ARCI, by written notice of fifteen days sent to the Contractor, may terminate the contract, in whole or in part, at any time for its convenience. The notice shall specify that the termination is for ARCI's convenience, the extent to which performance of the Contractor under the contract is terminated, and the date upon which such termination becomes effective.

The items of work those are complete and ready after the Contractor's receipt of notice of termination shall be accepted, if completed within the notice period, by the ARCI at the contract terms and values. For the remaining works, the ARCI may elect;

- a) to have any portion completed at the contract terms and value and/or
- b) to cancel the remainder and pay to the Contractor an amount, finalized by the ARCI, for partially completed works and for materials and parts previously procured by the Contractor.
- c) The contractor shall obtain written permission from the ARCI to complete the incomplete items of work during the notice period.

33 Resolution of Disputes & Arbitration:

- A. This Contract shall be governed by, and construed in accordance with the laws of India. Any dispute which cannot be amicably settled by the parties may be submitted, by one of the parties, to the International Centre for Alternate Dispute Resolution (ICADR), Hyderabad. The dispute will be settled following the provisions of Arbitration and Conciliation Act, 2015. Both Parties agree that the results and awards of any such arbitration shall be final and binding on both Parties. Venue of Arbitration shall be Hyderabad.

- B. If the contractor has to go in for subcontracting, he has to take prior written approval from the Director, ARCI for the same. But the prime contractor is held responsible for all the works. The Director, ARCI will in no way have contacts with the sub-contractor so appointed by the prime contractor.
- C. All disputes, other than quality, quantity, workmanship, specification, design, drawing, extension of time and rates for extra items, arising out of or relating to this contract whether arising during the progress of the work or after cancellation, termination, completion or abandonment there of shall be dealt with mentioned herein after. The decision of ARCI on the above said excepted matters shall be final and binding.
- D. If the contractor considers any work demanded of him to be outside the requirements of the contract or disputes any drawings, record or decision given in writing in connection with or arising out of the contract or carrying out of the work, he shall promptly within 15 days request the ARCI in writing for written instruction or decision.

34 Governing language

The contract shall be written in English language. All correspondence and other documents pertaining to the contract that are exchanged by the parties shall be written in the same language

35 Governing law

The contract shall be governed by the laws of The Union of India for the time being in force. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Hyderabad and only the courts in Hyderabad alone shall have exclusive jurisdiction to determine the same.

36 Notices

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by cable, email, or facsimile/FAX and confirmed in writing to the other party's address. A notice shall be effective on the date on which it is delivered, or on the notice's effective date, whichever is later.

37 Discoveries

Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the ARCI. The Contractor is to notify the ARCI in writing of such discoveries and carry out the ARCI's instructions for dealing with them.

38 Dismissal of workmen:

The contractor on request from the ARCI, immediately dismiss from the works any person employed by him who is found in the opinion of ARCI to be unsuitable or incompetent or who has shown misconduct.

39 Working Hours, Materials Transports & etc.:

Normal working hours shall be from 9.00 a.m. to 5.30 p.m. Any executional works of important nature should not be carried out on Sundays, Holidays and during nights. However, permission to work beyond normal working hours can be granted by the ARCI in exceptional circumstances to achieve the target schedule of completion.

Contractor's materials, transport, etc. shall normally be permitted to go out of the area

between 9 AM to 5 PM only. Contractor may also be allowed to carry out the work beyond 5 PM and up to 9 AM (day and night) with special permission from the Director ARCI. However, no movement of materials and transport out of site of works shall be permitted during night or during holidays unless special permission obtained from the Director, ARCI.

40 Delay and Extension of time

If in the opinion of the ARCI the work be delayed:

(a) by force majeure

or

(b) by reason of any exceptionally inclement weather

or

(c) by reason of proceedings taken or threatened by or disputes with adjoining or neighboring ARCIs or public authorities

or

(d) by delays of other contractor or Tradesmen engaged by the ARCI and the works not referred to in the Schedule of Quantities and/or specification

or

(e) by reasons of ARCI instruction

or

(f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades

or

(g) in consequence of the contractor not having received in due time necessary instructions from the ARCI for which he shall have specially applied in writing

or

(h) from other cause which the ARCI may certify as beyond the control of the contractor

or

(i) by reason of non-payment of interim certificate at specified time, the ARCI shall recommend for approval a fair and reasonable extension of time for completion of the Contract works. In case of strike or lockout the contractor shall as soon as may be given written notice thereof to the ARCI, but the contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of ARCI to proceed with the work.

41 Completion Certificate:

The Contractor shall request the ARCI to issue a Certificate of Completion of the Works and the ARCI will do so upon deciding that the Work is completed.

42 Final Account:

The Contractor shall put up a detailed account of the total amount payable under the Contract before the end of the defects liability period. The ARCI shall issue a defect liability

certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the ARCI shall issue within 60 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the ARCI shall decide on the amount payable to the Contractor and issue a payment certificate within 90 days of receiving the Contractor's revised account.

43 No Claim Certificate:

No claim certificate shall be submitted by the Contractor as per ARCI format along with the final bill (if the final bill is correct and complete).

44 Taxes (civil works): Cheque for taxes (as applicable) such as minerals and etc. to be deducted at source will be issued to the contractor. Contractor will be required to deliver the cheque to the concerned authorities, and acknowledgement is to be deposited with ARCI along with subsequent bills.

45 Delivery/Works: for ARC-International, Hyderabad

46 Price, Taxes & Duties: The contract price should be inclusive of all applicable taxes and duties.

47 Packing, forwarding and transportation: Packing & forwarding is included in the above price. The stores ordered shall be in packed condition in accordance with standard practice to avoid damages/losses in transit etc. ARCI is not responsible for damages/losses during the transit.

48. Inspection/Test Certificates:

48.1 The products supplied shall carry with them the quality control/loading/Brake test certificate from the manufacturer /any authorized laboratory if required by ARCI.

48.2 Further, ARCI reserves the right to get the materials inspected/tested at any recognized laboratory/test centers and if, the materials are found not to be as per specifications, the same may be rejected and the charges for testing shall be borne by the supplier (in case of rejection) for items/works.

48.3 In respect of items which do not carry any test/quality reports, the Competent Authority from ARCI shall depute/assign his representative the Duty for inspection, certification and acceptance of the subject items/works at supplier's works.

48.4 If ARCI requires, the catalogues of each spare should be submitted for reference. All items/components shall be carefully examined to determine their conformity with their specification with respect to material and workmanship, finish, marking, dimensions, arrangements and to assess its conformity with other requirements stated or reasonably implied and not covered by specific tests.

49 Tools and Tackles:

49.1 All tools and tackles required for the work including testing equipment's shall be arranged by contractor in consultation with ARCI Officials.

49.2 The tenderer shall be fully responsible for arranging & safe custody of required tools and tackles supply/ brought by the Contractor.

50 The work shall be governed by ARCI's general conditions and security regulations of the contract from time to time.

51 The tenderer / Contractor should sign in each page of tender document all the terms and conditions of the contract as a mark of his acceptance of contract. The signed tender copy has to be submitted to ARCI & uploaded in government portal.

52 The submission of tender by a tenderer / Contractor implies that he has read this notice and the conditions of contract and has made himself aware of the scope of supply and specifications of the work to be done and of the conditions, insurances, testing and rates at which stores, tools and plant etc. and local conditions and other factors bearing on the execution of the work.

53 No foreign exchange and import license for import of technical know-how or equipment, components, spares or materials will be arranged or provided by the ARCI. In case the offered equipment involves any foreign exchange, this shall be clearly indicated together with a statement as to how this is being arranged by the tenderer / Contractor.

54 **Deviations List / Statements:** Any exclusion, deviation from specification shall be clearly spelt out and listed at one place only and tenderer shall substantiate the same with appropriate reasons. In absence of the same, it will be considered that tenderer has followed the specification fully in words and spirit.

55. It is the responsibility of the successful tenderer to complete the work within the due date.

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract are supplementary, to the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions of Contract is indicated in parentheses.

1.0 Definition

- (A) ARCI means: **International Advanced Research Centre for Powder Metallurgy And New Materials (ARCI), an autonomous Research and Development Centre of Department of Science & Technology, Government of India**, Balapur P.O., RCI Road, Hyderabad– 500005.
- (B) Site means the project site situated **at various section** buildings at ARCI, Balapur campus, on RCI road, OPP Balapur, Hyderabad

2.0 Contractor scope of work/ Scope of supply/works:

The scope of work includes as mentioned in the scope of Work and BoQ.

3.0 Accidents or Injury or loss or death to Workman:

- 3.1 The Director, ARCI shall not be responsible for any injury or loss of any workers of the contractor that may take place while on work. Any compensation or expenditure towards treatment for such injury or loss of life shall be the sole responsibility of the contractor.
- 3.2 The contractor is solely responsible for any damage, injury or accident that may occur to any of his personnel working under this contract. He will not claim any compensation from the Director, ARCI.
- 3.3 The contractor shall take suitable group personal accident insurance cover for taking care of injury, damage loss, death or any other risks in respect of his engineering supervisory staff and workmen and submit the same to ARCI before starting the work.
- 3.4 The contractor shall provide workmen compensation policy, obtained in his name.
- 3.5 Policies and certificates for insurance shall be delivered by the Contractor to the ARCI for the ARCI approval before the Date of Start of work. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 3.6 If the Contractor does not provide any of the policies and certificates required, the ARCI may affect the insurance which the Contractor should have provided and recover the premiums the ARCI has paid, from the contractor bills, security deposit, EMD or any other payments due. Otherwise due to the Contractor or if no payment is due, the payment of

the premiums shall be a debt due. The cost of premium will be deducted from the contractor's bill, if at any time the workmen remains uninsured.

3.7 Alterations to the terms of the insurance shall not be made without the approval of the ARCI.

3.8 Both parties shall comply with the conditions in the insurance policy.

3.9 The contractor should provide all site risk policy from Government of India insurance company for Rs.5 lakhs per person per incident. Minimum 3 persons per single incident, minimum total 15 lakhs. This policy should be submitted along with the 1st bill. The premium should be paid within 10 days from 1st incident to cover the policy for the contract period. This policy document be submitted along with the first bill.

4.0 Warranty / Guarantee:

The contractor shall submit guarantee/warranty certificates for the bought out items i.e., warranty of five years for material performance from manufacturer and guarantee/warranty of five years for Applicator/work performance from the authorized applicator or combined guarantee for both.

5.0 Others:

5.1 ARCI reserves all rights to add, alter, modify, amend and delete the terms of the Contract suitable to the requirements.

5.2 Acceptance of the order may please be conveyed at the earliest within 15 days, failing which it will be deemed that the order is accepted.

5.3 This contract shall be valid for a period of 12 months without change of rates quoted in the BOQ from the date of commencement of order.

5.4 If the services are found to be satisfactory for first year, the contract may be extended for second year or part thereof, with the quoted BOQ price bid, on the same terms and conditions mutually agreed to by both the parties. In case of any further extension is needed by ARCI, same conditions for third year also.

5.5 All items mentioned in the schedule may or may not be operated for which the contractor cannot claim any compensation.

5.6 All dismantled /replaced materials shall remain ARCI property and transported to the specified location in-side ARCI by the contractor.

5.7 Un-used (new) materials brought by contractor shall be taken back by contractor for Which ARCI will issue Non-returnable gate pass.

5.8 In case of urgent repairs, contractor shall attend the same immediately with the written permission of Director, ARCI and also report the matter immediately to the ARCI authorities. To be followed up with ARCI officials / authorities for amendment of the P.O. for release of payments.

5.9 The contractor should obtain performance/completion certificate from the end user ,

wherever applicable and submit the same to concerned authority so as to enable them to issue inspection certificate for each work to the contractor.

5.10 The work completion will be done as per the actual site measurement and priced as per the rates quoted in the BOQ

5.11 The estimated cost of works/items may or may not be awarded to the contractor for which contractor cannot claim any compensation and the cumulative cost purely depends on the site requirements

6.0 SITE CLEARENCE:

Clearing the site of all rubbish, debris, tanks, materials, temporary structures, plants, bushes and grass, machinery, scaffolding and filling of all pits and handing over the site in a neat and tidy condition is the responsibility of the contractor.

7.0 LIQUIDATION, DEATH, BANKRUPTCY, ETC

If the contractor died or become insane or dissolves his firm or becomes bankrupt or insolvent or wind up the business and a receiver is appointed to take care its assets and liabilities. The ARCI shall be at liberty: -

7.1 To terminate the contract forth with up on coming to know of the happening of any such event as afore said by notice in writing to the contractor or to the receiver or liquidator or to any person on whom the contract may become vested to

8.0 No escalation:

The contractor is not entitled to claim escalation because of market rate variations or on any account.

8.0 Tender Price

8.1 The contract shall be for the period as described in tender document based on the priced Schedule of Quantities submitted by the Tenderer.

8.2 The tender submitted on behalf of a Firm/Company, shall be signed by a person who has the proper legal authority on behalf of the Company to enter into the contract; otherwise, the tender is liable to be rejected. Each page of the tender document and each drawing accompanying is required to be signed by the authorized person submitting the tender / uploading in government portal, affixing the Firm /company seal in token of their having examined and acquainted themselves with the contents of each page. The forms of tender are to be filled in completely. Any tender with any of the documents not duly signed is liable to be rejected.

8.3 The Tenderer shall fill in the rates for all items of the Works described in the Schedule of Quantities along with total Tender price.

- 8.4 All duties, taxes, and other levies payable by the Contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer. Tenderers must include in their rates, the cost of transportation of materials to site, applicable GST, Income tax, Mines & Mineral Tax and any other taxes and duty levied by the Central / State Government. None of the above taxes & levies will be entertained separately by the ARCI and no tax exemption forms will be issued by the ARCI. All the taxes levied other than IT should be paid either directly by the contractor to the statutory authorities and challans/proof of payment with acknowledgement shall be provided by the contractor before release of the payment of next bill or shall be deducted at source. Contractor should also take a Group Insurance Policy for his Workmen, Supervisors and Engineers working on site for an adequate insurance cover. ARCI shall not be responsible for any accident or any untoward/unforeseen event involving workmen, labour, supervisor or engineer or any person directly or indirectly associated with the execution of work. The insurance policy to be obtained by the successful Tenderer must be comprehensive and shall cover all associated risks (known and unknown) from any Government Insurance Company.
- 8.5 The rates quoted in the tender shall include cost of any tools and plants, shed for materials, marking out and transportation complete, cleaning the buildings and surroundings after execution of the total works and dumping the waste at designated place as directed by the ARCI in all respects. The rates quoted in the tender shall be treated as rates for finally completing the item of work.
- 8.6 The quantities furnished in the schedule of quantities are only probable quantities and are liable to alterations, by omission, deductions or additions to any extent at the discretion of ARCI. Payments will be regulated on the actual quantities of work done at accepted rates. Any item of work may be omitted from the schedule of quantities and may be awarded to another agency at any time / stage of the work for which no compensation will be paid by the ARCI i.e. for non-operated BOQ items and short closed BOQ items.
- 8.7 The rates and prices quoted by the Tenderer shall be fixed for the duration of the contract and shall not be subject to escalation or adjustment on any account even if the work is delayed due to unavoidable circumstances beyond the control of ARCI.
- 8.8 The calculations made by the tenderer should be based upon quantities of the items of work which are furnished in the Schedule of Quantities, but it must be clearly understood that the contract is not a lump sum contract. The ARCIs do not in any way assure, represent or guarantee that the said probable quantities are correct or that the work would correspond thereto. The items of work irrespective of the quantities which may vary shall be carried out at the same accepted tender rates and no escalation in the rates will be entertained whatsoever. Any item of work may be omitted from the schedule of

quantities and may be awarded to another agency at any time / stage of the work.

- 8.9 The tenderers must obtain for themselves on their own responsibility and their own expenses all the information which may be necessary, including risks, local site conditions, contingencies and other circumstances to enable them in making a proper tender and for entering into a contract, and must examine the drawings, specifications and conditions and inspect the site of the work, nature of the work, availability of power & water (ARCI will provide Power & Water free of cost. However, necessary accessories to tap the power & water is under the contractor scope) shelter for workmen and all the matters pertaining thereto before submitting the tender.

10.0 Evaluation, Comparison of Tenders and Award criteria:

The ARCI will evaluate and compare only the tenders which are technically qualified as per eligibility criteria

10.1 The ARCI reserves the right to accept or reject any variation, deviation or alternative offer and other factors which are in excess of the requirement of the Tendering.

- 10.2 The acceptance of Tender will rest with the ARCI, which does not bind itself to accept the lowest tender and reserves to itself the authority to reject completely / partially, any or all of the Tender/s received without the assignment of a reason.

- 10.3 The ARCI reserves to itself the right of accepting the whole or any part of the Tender and the Tenderer shall be bound to perform the same at the rate quoted.

- 10.4 The ARCI reserves to itself the right of omission of any item of work from the awarded tender at any time / stage during the execution of work and award the same to another agency / contractor

11.0 During Execution:

The Contractor shall carry out all the works strictly in accordance with the specification, details and instructions of the ARCI. If in the opinion of the ARCI, changes have to be made in the design, and they desire the contractor to carry out the same, the Contractor shall be bound to comply. The ARCI decisions in such cases shall be final.

The Contractor is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the schedule of quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the ARCI. Rates for such items of work will be recommended by the ARCI on the basis of Analysis of Rates which will be derived from **actual prevailing market rates of similar item along with 15% as contractor's profit, transport, overhead and etc.** The rates approved by the ARCI in such cases will be final.

11.1 The ARCI during discussion / stage of execution demand for the Analysis of Rates for any item / items of work which in their opinion is are abnormally high / low rates or required for the Analysis of Rates of other tender / extra item / items. The Contractor is bound to present the same and if the Contractor is unable to present a justified Analysis of Rates for any item / items, the rate / rates for such item may be adjusted accordingly and the decision of the ARCI in such cases shall be final.

11.2 The Contractor shall get the quality of work done inspected for material and workmanship at different stages of execution as per instructions given by the ARCI or their representative time to time. Any item of work done which is found not conforming to the Contract shall be rejected by the ARCI. The decision of the ARCI in such cases shall be final.

11.3 The ARCI may instruct at any stage of execution for testing of samples of any material taken at random. The ARCI will decide the testing laboratory / agency and the cost of testing including the expenses for sending the samples to the laboratory / agency and receipt of test reports shall be borne by the ARCI. The material shall be rejected in case the test reports are not within the permissible limits. In case material is found to be of sub- standard quality, the same shall be rejected by the ARCI. The decision of the Director, ARCI in such cases shall be final.

11.4 The Contractor shall not be entitled to any compensation suffered by him on account of delays in commencing or executing the work whatever the cause of delay may be, including delays arising out of modifications to the work entrusted to him or in any subcontracts connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such other works or in procuring Government controlled or other building materials for any other reasons whatsoever. The ARCI shall not be liable for any sum besides the tender amount, subject to such variations as are provided for herein and as instructed by ARCI. However, necessary time extension will be given if the delays are not attributed to the Contractor.

12.0 Water and Electricity Charges: ARCI will provide free of cost Electricity and water at one point. The required accessories for tapping the power & water under the scope of Contractor. The contractor has to make his own arrangements for distribution of water and electricity. The standard safety and procedures of ARCI should be followed.

13.0 Mobilization Advance: Mobilization advance **nil**.

14.0 Material Advance: Material advance **nil**.

15.0 Payments

- 15.1 Supply & erection amount will be paid after successful completion of entire works i.e. inspection, erection, testing, commissioning and integration of the items with the total designed scheme, subject to Joint measurement / joint inspection of the above works, bill amounting to 100% of value of supply done as per site measurements / inspection will be paid after duly signed by the representative of ARCI.
- 15.2 Computerized detailed measurements, and Final Bill will be prepared by contractor and submitted to ARCI for approval.
- 15.3 Payment shall be made on bills submitted by the Contractor.
- 15.4 The Contractor shall furnish the following documents along with the bills.
 - a. Delivery Challan with ARCI gate entry stamp & Invoices with SAC/ HSN code in triplicate.
 - b. Joint Site Measurement and Inspection Certificate given by ARCI.
 - c. All bills should be enclosed with ARC I gate entry stamp on delivery challans, abstract details of detailed joint measurements taken along with ARC I officials.
 - d. The contractor should supply the materials by procuring the from original material manufacturer only and should enclose the proof/bill with his bill.
- 15.5 The Director, ARCI shall deduct/recover such amounts towards penalty, if any, cost of items not returned to stores, etc.
- 15.6 TDS under IT Act, as applicable shall be deducted from the payment.
- 15.7 The net payment so arrived at shall be paid by online / RTGS payable to the Contractor.
- 15.8 The Director, ARCI reserves the right to adjust any excess/short payment, made in the earlier bills, at the time of making payment.
- 15.9 The BOQ items and quantities mentioned in PO are approximate in nature, depending upon the site conditions the requirement for BOQ items are operated as per actual site measurements, The payments will be released as per actual site measurements.

15 Notices

For the purpose of all notices, the following shall be the address of the ARCI and the

Contractor. ARCI: The Director,

**International Advanced Research Centre for Powder
Metallurgy and New Materials (ARCI),**

Balapur P.O., RCI Road, Hyderabad– 500005.

16.0 Email: director@arci.res.in, stores@arci.res.in, nsrinivas@arci.res.in with CC to
: vbalajirao@arci.res.in, nirmala@arci.res.in, arsrinivas@arci.res.in, dhanunjaya@arci.res.in

17.0 Labour

17.1 The Contractor shall make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. **No labour to stay at ARCI site / campus.**

17.2 The Contractor shall, if required by the ARCI, deliver to the ARCI a return in detail, in such form and at such intervals as the ARCI may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the ARCI may require.

17.3 Compliance with labour regulation:

During continuance of the contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye-laws of the State or Central Government or local authority and any other labour law (including rules), regulation by laws that may be passed or notifications that may be issued under any labour law in future either by the State or the Central Government or the local Authority. The Contractor shall keep the ARCI indemnified in case any action is taken against the ARCI by the competent authority on account of contravention of any of the provisions of any Acts or rules made thereunder, regulation or notifications including amendments. If the ARCI is caused to pay or reimburse, such amount as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules /regulations including amendments, if any, on the part of the Contractor, the ARCI shall have the right to deduct any money due to the Contractor including his amount of performance security. The ARCI shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the ARCI

17.4 The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the ARCI at any point of time.

17.5 No labor shall stay at site. Temporary storage space provision should be made by contractor with the permission of Director, ARCI.

17.6 The rates shall be complete in all respects i.e. inclusive of all taxes, octroi, local taxes, packing and forwarding, work contract tax, Mines & Minerals Tax, Insurance charges nothing on any account shall be paid over the approved rate.

17.7 All specialized and specific jobs shall be carried out by approved agencies / vendors only.

17.8 The Contractor shall arrange temporary drinking water and sanitation facilities for his workmen.

18.0 Fair Wage Clause:

- i. The contractor shall pay not less than fair wages to labourers engaged by him on the work.
- ii. "Fair" wages means wages whether for time or piecework notified by the Government from time to time, for the locality of works.
- iii. The contractor shall not with-standing the revisions of any contract to the contrary cause to be paid to the labour, in directly engaged on the work including any labour engaged by the sub-contractor in connection with the said work, as if the labourers had been directly employed by him.
- iv. In respect of labour directly or indirectly employed in the works for the purpose of the contractor's part of the agreement the contractor shall comply with the rules and regulations on the maintenance of suitable records prescribed for this purpose from time to time by the Government. He shall maintain his accounts and vouchers on the payment of wages to the labourers to the satisfaction of the ARCI.
- v. The ARCI shall have the right to call for such record as required to satisfy himself on the payment of fair wages to the labourers and shall have the right to deduct from the contract amount a suitable amount for making good the loss suffered by the worker or workers by reason of the "fair wages" clause to the workers.
- vi. The contractor shall be primarily liable for all payments to be made and for the observance of the regulations framed by the Govt., from time to time without prejudice to his right to claim indemnity from his sub-contractors.
- vii. As per contract labour (Regulation and abolition) Act. 1970 the contractor has to produce the license obtained from the licensing officers of the labour department along with the tender or at the time of agreement as per the act.
- viii. Any violation of the conditions above shall be deemed to be a breach of his contract.
- ix. Equal wages are to be paid for both men and women if the nature of work is same and similar.
- x. The contractor shall arrange for the recruitment of skilled and unskilled labour local and imported to the extent necessary to complete the work within the agreed period as directed by the ARCI.

19.0 Safety Measures:

- i. The contractor shall take necessary precautions for safety of the workers and preserving their health while working in such jobs, which require special protection and precautions. The following are some of the measures listed but they are not exhaustive and contractor shall add to and augment these precautions on his own initiative where necessary and shall comply with directions issued by the ARCI or on his behalf from time to time and at all times.
- ii. Providing protective foot wear, Goggles, nose masks, electrical hand Gloves, helmet to the workers as per the site requirement.
- iii. Getting the workers in such jobs periodically examined for chest trouble due to too much breathing in to fine dust.

- iv. Taking such normal precautions like fencing and lighting in excavation of trenches, working at the heights during night times and etc. As per the site requirement.
- v. Supply work men with proper belts, ropes etc., when working in precarious slopes and heights etc. As per the site requirement.
- vi. Avoiding un-insulated electrical wire etc., as they would electrocute the workers.
- vii. Taking necessary steps towards training the workers concerned on the machinery tools and tackles before they are allowed to handle them independently and taking all necessary precautions in and around the areas where machines hoists cable pulleys, rollers, hydraulic crimping tools and heat sink cable jointing kits and similar units are working.
- viii. The Contractor should isolate the work spot by providing safety barricades, Signage boards and etc.

20.0 Firefighting measures:

- a) The contractor shall provide and maintain adequate firefighting equipment and take adequate fire precaution measures for the safety of all personnel and temporary and permanent works and shall take action to prevent damage to destruction by fire of trees shrubs and grasses.
- b) Separate payment will not be made for provision of fire prevention measures at work spot.

21.0 Protection of environment

- 21.1 The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.
- 21.2 During continuance of the contract, the Contractor and his sub-contractors shall at all times abide by all existing enactment on environmental protection and rules made thereunder, regulations, notifications and bye-law of the State or Central Government, or local authorities and any other law, by-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.
- 21.3 Salient features of some of the major laws that are applicable are given below: The Water (Prevention and Control of Pollution) Act, 1974 This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.
- 21.4 The Air (Prevention and Control of Pollution) Act, 1981, This provides for prevention, control and abatement of air pollution, 'Air Pollution' means the presence in the atmosphere of any air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings

or other living creatures or plants or property or environment.

- 22.5 The Environment (Prevention and Control of Pollution) Act, 1986 This provides for the protection and improvement of environment and for matters connected to herewith, and the prevention of hazards to human beings. Other living creatures, plants and property, 'Environment' includes water, air and land and the interrelationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.
- 22.6 The Public Liability Insurance ACT 1991. This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.
- 23** The quantity mentioned in the purchase order is only approximate in nature i.e., approximate quantified scope. Hence, the contractor should **not claim any compensation towards non-operation of the part or total quantities and non-operated items listed in the Purchase order.**
- 24 Accident or Injury to Workman:**
- a) ARCI shall not be responsible for any injury or loss of life of any worker of the contractor that may take place while on work. Any compensation or expenditure towards treatment for such injury or loss of life shall be the sole responsibility of the contractor.
 - b) The contractor is solely responsible for any damage injury or accident that may occur to any of his personnel working under this contract. He will not claim any compensation from ARCI.
- 25** Since the payments are based on actual site measurement, the contractors are advised to procure the materials based on actual site requirement. Payment will not be made for left out and unused materials.
- 26 Income tax:** During the currency of the contract, deduction of TDS as applicable from the gross value of each bill of the contract.
- 27.** GST rates and SAC/ HSN codes as per rule as applicable will be shown separately by the contractor.
- 28.** The Contractor will be required to keep all the codes mentioned in the document at site. It will be the responsibility of the contractor to obtain GST rates and SAC/ HSN codes for supply and services, where ever applicable.
- 29** It would be necessary for the contractor to get his materials gate entry at ARCI Main gate with duly signed by the duty officer of ARCI before unloading at the site.
- 30.** BOQ Items: The quantity mentioned in the BOQ schedule is one in number. The contractor has to supply more than one quantity as per site demand during contract period in operation.

ARTICLES OF AGREEMENT

Made at This day of 2025.

Between

..... (hereinafter referred to as ARCI which expression shall include its heirs, Executors, Administrators & Assignees) of the one part and

.....

..... (Hereinafter referred to as the Contractor which expression shall include his heirs, Executors, Administrators & Assignees) of the other part

WHEREAS the ARCI is desirous of carrying out **PROVIDING WATER PROOFING TREATMENT FOR VARIOUS BUILDINGS AT ARCI, HYDERABAD**, the priced Schedule of quantities have been signed by or on behalf of the parties hereto and WHEREAS the Contractor has agreed to execute up to and subject to the conditions set forth herein (hereinafter referred to as "the Annual Rate Contract" described in "Scope of works" and etc. the said "Priced Schedule of Quantities at the respective Rates mentioned in the Priced Schedule/ Purchase Order of Quantities attached. And WHEREAS the Contractor has agreed to the submit the performance guarantee to ARCI for Rs. (Rupees.....
.....Only) by him as performance guarantee for the due fulfillment of the contract to the satisfaction of ARCI

NOW IT IS HEREBY AGREED AS FOLLOWS:

- (1) In consideration of the payments to be made to the Contractor as hereinafter provided he shall upon and subject to the conditions of contract execute and complete the works shown upon the said scope of works.
- (2) ARCI shall pay the Contractor such sums as shall become due and payable hereunder at the times and in the manner specified in the said conditions.
- (3) The tender agreement, documents, terms & conditions of NIT, GCC and SCC above mentioned shall form the basis of this Contract and the decision of the ARCI for the time being as mentioned in the Conditions of the Contract in reference to all matters of dispute as to the material, workmanship or account and as to the intended interpretation of the clauses of this agreement or any other document attached hereto shall be final and binding on both parties.

- (4) The said Contract comprises the work above mentioned and all subsidiary works connected there to within the same site as may be ordered to be done from time to time by the said ARCI.
- (5) Time shall be considered as essence of the agreement and the contractor hereby agrees to commence to work as soon as his tender is accepted by ARCI by issuing LOI/WO/PO
- (6) The said conditions shall be read and construed to be forming part of this agreement and the Parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively in such conditions contained.
- (7) All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Hyderabad and only the courts in Hyderabad alone shall have jurisdiction to determine the same.
- (8) Any Disputes for fulfilling the duties set forth in the "Resolution of Disputes and Arbitration" clauses as defined with tender conditions of contract.
- (9) Resolution of Disputes and Arbitration: The Contract shall be governed by, and construed in accordance with the laws of India. Any dispute which cannot be amicably settled by the parties may be submitted, by the ARCI, to the International Center for Dispute Resolution (ICADR), Hyderabad. The dispute will be settled following the provisions of Arbitration and Conciliation Act, 2015. Both Parties agree that the results and awards of any such arbitration shall be binding on both Parties. Venue of Arbitration shall be Hyderabad.
- (10) The several parts of this contract have been read to us and fully understood by us. As witness our hands this.....day of. 2025.

.....
..... Signed by the
ARCI

.....
..... in the
presence of

.....
..... Signed by the said
Contractor

.....
..... in the
presence of

Indemnity Bond

The tenderer should submit Indemnity Bond at the time of the Agreement as specified below. (***On Stamp Paper of Rs.100/-***)

The deed of indemnity is made and executed on this(Date).....(Month)2025 at Hyderabad by -----
-- represented by -----here in after referred to as the contractor which
terms shall unless repugnant to the context and include its successors-in-interest and assigns. IN FAVOUR OF:

International Advanced Research Centre for Powder Metallurgy and New Materials, (ARC International-ARCI), Balapur PO, Hyderabad-500 005.

Here in after referred to as ARCI (which term shall unless repugnant to the context mean and include its successors –in-interest and assigns).

Whereas ARCI has entrusted the work for **PROVIDING WATER PROOFING TREATMENT FOR VARIOUS BUILDINGS AT ARCI, HYDERABAD** to the Contractor on the terms and conditions contained in the Tender document and subsequent ARCI PO NO.----- (**herein after collectively referred to as the Contract**).

As per the specific terms of the aforesaid contract, the contractor is required to execute in favor of ARCI an indemnity Bond in relation to and connected with the employment of labour and any other activity related with performing of the contract by the contractor and compliance by the contractor with all statutory provisions relating hereto.

ARCI has called up on the contractor to execute an Indemnity Bond in terms of the aforesaid contract, to, which the contractor has agreed.

NOW THIS DEED OF INDEMNITY WITNESSES AS FOLLOWS:

The contractor hereby irrevocably and unconditionally indemnifies and agrees to keep indemnified ARCI against from all causes and claims cost, damages, expenses, compensation, prosecution, legal proceedings, civil and /or criminal, penalties, fines ex- gratia payments or any other similar liability of any nature that may arise or be caused by or on account of the contractor's failure, intentional or otherwise, including any event / accident to comply with every prescribed statutory requirement and /or every condition contained in the contract relating to employment of labour, personnel, material, welfare, safety, health of such labour, personnel and any other activity related with performing of the contract including compliance with Employee's Provident Fund Act, Employee's State Insurance Act, Workmen's Compensation Act, Contract Labour Act, all statutory payments to state and central governments or any other similar welfare legislation that may be applicable to all or any material / workmen engaged by the contractor in or about execution under the contract. The contractor further agrees and confirms that under the scope of this indemnity the contractor shall at his cost and expense defend all legal proceedings ,civil and /or Criminal that may be instituted against ARCI caused or occasioned by the contractor's failure to comply with the statutory and contractual requirements herein before referred to and pay and bear all consequential costs ,expenses, compensation, damages, penalties, fines, ex- gratia payments without any demand / request by ARCI and without claiming any right to contribution from ARCI to such liability.

IN WITNESS WHERE OF the contractor has signed this Deed of Indemnity on the date month and year first above written in the presence of the following witness.

Date:

Contractor:

WITNESS:

Signature:

1.

2.

TECHNICAL SPECIFICATIONS FOR BoQ ITEMS

(To be Quoted and submitted only in Cover 3 (Financial Bid) as per BoQ)

ITEM CODE	ITEM NAME	ITEM SPECIFICATION
307003021	Polymer modified plastering	<p>Polymer modified plastering: Supply and apply of 20mm thick Polymer Modified Cement Sand Mortar for Plastering, Chamfering and Angle Fillet for the up stands mixed with admixtures compounds by FAB CHEMICALS/FOSROC / BASF / SIKA all as directed by Department Engineer with the following specification and must be adhere with ASTM C 1116, BS 5270, ASTM D 4541, BS 6319, ASTM C 932 as per the following method</p> <ol style="list-style-type: none"> 1. Remove the all-damaged portion in roof / parapet debris and disposed as per the instruction of engineering department. 2. Clean the surface with water jet up to receive sound substrate (Without any loosed particles, fungal growth , vegetation etc) 3. Apply one coat of bonding slurry @ 1.000 Litre / SQM with the modification of MixBOND AC along with water and cement in the ratio of 2 : 1 : 3 by volume (MixBOND AC (0.350 litre/SQM) : WATER : CEMENT) in the required area, 30 minutes before commencing the modified cement sand motor. 4. Do the necessary plastering /chamfering for an average thick of 20 mm with polymer modified cement sand motors 1:4, 20mm thick as per the following mortar preparation <ol style="list-style-type: none"> a. Mix the MixBOND SBR Super @ 2 Liter / Bag Cement in the ratio of 1:4 Mortar (Pre mix the admixture in the portable water for preparing the mortar) b. Add 100 Gram PLASTFIBRE 3s in the above liquid and stirred well with a slow speed mixer with paddle. c. Prepare the cement sand mortar in the ratio of 1:3 with above prepared liquid for the suitable consistency. 5. Plaster the necessary damaged area, 6. Do the necessary curing and drying for a period of 4 to 5 days. <p>Note: -</p> <ol style="list-style-type: none"> 1) The all materials should be procure as per the manufacturer's recommended consumption statement with respect to the work order. 2) The application should be carried out by an approved agency.

		<p>3) The contractor should provide 5 years material warrantee from the Manufacturer and 5 year warrantee from the applicator or combined</p>
<p>307003022</p>	<p>Existing crack filling</p>	<p>Existing crack filling: Supply and apply of plaster roof substrate line joint using MixFLEX AC along with surface stabilizing primer MixPRIME® SB 300.</p> <ol style="list-style-type: none"> 1. Clean the joint with air blower up to receive a dust free surface 2. Apply one coat of MixPRIME® SB300 and allow to touch dry. 3. Fill the joint with MixFLEX® AC and allow drying for a period of 24 hours.
<p>307003023</p>	<p>Providing and laying five layers waterproofing cum heat reflective treatment</p>	<p>Providing and laying five layers waterproofing cum heat reflective treatment: (high build microfiber reinforced Elastomeric cold applied water proofing cum heat reflective liquid membrane system) for a total system thickness of 1500 to 1600 Micron on the existing top leveled roof slab complete as per manufacturer’s specification and as directed by the Department in Charge. Arresting roof leakage by providing five layer treatment with (MixGUARD HR-5 layer system of FAB Chemicals or equivalent five layer System of Fosroc / BASF /SIKA five layer system of High build elastomeric water proofing cum heat reflective liquid membrane system over the old roof slab/ terrace, all as per manufacturer specification and as directed by Department in Charge. The rate quoted shall include surface preparation unless a separate item is available in the schedule. General material specification / technical parameters that must be complied for the system - Density: 1.30Gm/cc, Solids content: 70% ± 2% by weight, Elongation at break ASTM D 638: 200% (for the system), Adhesion to substrate ASTM D 4541: >1.50 N/mm2, Water</p>

penetration DIN 1048: no leak at 7 bars, Tear resistance ASTM D 1004-76: 17 N/mm², Tensile strength ASTM D 412-87:6.00 N/mm²
 Surface preparation: Cleaning the whole area with wire brush, chipping all loose/dead mortar thoroughly. Cleaning the entire area with high pressure water jetting to remove all loose particle/grease/oil/dust etc. Surface cracks must be filled with MixBUILD GP and wide cracks must be cut and repaired with MixBUILD SR polymer modified repair mortar.

a) First Layer - Supply and Apply penetrative cum bonding primer as base primer cum sealer coat using Mix PRIME AC100 compound or equivalent which is produced by mixing MIXPRIME AC100 with water and cement at the ratio 2:1:3 (MixPRIME AC100 : water : cement) by volume with a slow speed mixer machine. The compound shall be applied with sufficient thickness to cover the holes/pores/cracks @ 1.000 Liter / SQM and the raw primer must be adhere with ASTM 4541 and the Solid content 49% +2%.

b) Second Layer – Supply and apply of MixMAT GFM 50/70 synthetic fiber reinforced mesh (2 x 2 mm welded with alkaline resistant coated /non-woven 40 Gsm verging fiber mesh) or equivalent shall be spread on top of primer (MixPRIME AC100 -slurry) in wet condition. (In such way place the MixMAT GFM70/50 on the prepared surface and apply the slurry over also to obtain the same technical property).Allow to dry for a period of 6 to 8 hours. A minimum overlap of 100 mm to be provided at the joints. The MixMAT GFM70/50 shall confirm to manufacturer’s data sheet specifications.

c) Third Layer - Supply and apply of bonding cum water tight acrylic high viscous white primer MixPRIME® AC or equivalent over the mesh @ 0.250 Kg /SQM (dilution or modification not recommended).and allow to dry for a period of 6 hours. Adhere with Density: 1.10 Gm/cc, Solids content: 65 % ± 2% by weight, Elongation at break ASTM D 638: >300%, Adhesion to substrate ASTM D 4541: >1.50 N/mm², Tensile strength ASTM D 638: >1.50 N/mm², Reduction in chloride ion ingress: 94%@28 days

		<p>d) Fourth Layer – Supply and apply of high elastomeric acrylic waterproofing cum weather proof high viscous white liquid membrane coating MixGUARD® HR or equivalent @ 0.500 Kg / SQM (with undiluted condition) must be adhere with Density: 1.35gm/cc , Solids content: 70% ± 2% by weight, Elongation at break ASTM D 638: 400%, Tensile strength ASTM D 412: 1.80 N/mm², Adhesion to substrate ASTM D 4541: >1.30 N/mm², Water penetration DIN 1048: no leak at 7 bars (+ve side), Water vapor transmission ASTM E96: 19 Gm/M²/day, Crack bridging ASTM C836: No cracks up to 2 mm thick.</p> <p>e) Fifth Layer - Supply and apply of fiber reinforced flexible high bride pure acrylic modified waterproofing cum heat reflective high viscous white liquid membrane MixGUARD HR Xtra or equivalent @ 0.500 Kg / SQM (undiluted condition)) as top coat and must be adhere with Density: 1.35Gm/cc Solids content: 70% ± 2% by weight, Elongation at break ASTM D 638: 150% , Adhesion to substrate ASTM D 4541: >1.30 N/mm², Water penetration DIN 1048: no leak at 7 bars, Tear resistance ASTM D 1004-76: 10 N/mm² , Tensile strength ATM D 412-87: 3.00 N/mm², Solar reflectance – ASTM G173 – 90 % , Water vapor transmission ASTM E 96 – 19 Gm / M² / day.</p> <p>Note: -</p> <ol style="list-style-type: none"> 1) No dilution or modification allowed for item no b,c,d,e. 2) All coatings shall be applied at right angle to previous coat. 3) All materials should be procured as per the manufacturer’s recommended consumption statement with respect to the order. 4) The applicator shall be one of those approved by manufacturer. 5) The contractor should provide 5 years material warrantee from the Manufacturer and 5 year warrantee from the applicator or combined 6) Manufacturer’s invoice for material procured for the work
<p>307003024</p>	<p>DAMP PROOF COATING</p>	<p>DAMP PROOF COATING: Damp proof coating system of Mix COAT AC400 of Fab chemicals or equivalent system of FOSROC/BASF/SIKA specialized high solid cold applied acrylic elastomeric water proofing cum anti-carbonation for wall along with surface stabilizing primer for internal / external walls</p>

		<ol style="list-style-type: none"> 1. Remove the existing painting system with buffing method as per the site condition. 2. Develop the cracks with diamond disc cutting machine for a minimum width of 4 mm and a depth of equal to the crack or the thickness of the existing plastering and remove the damaged / de bonded plastering for a suitable size as per the site condition with mechanical method (avoid chipping and hammering). 3. Clean the surface with water jet up to receive sound substrate and allow to drying for a minimum period of 2 to 3 days. 4. Do the necessary plastering / leveling with polymer modified cement sand mortar. 5. Apply one coat of MixPRIME SB 300 without any modification or dilution @ 0.400 Liter / SQM and allow to dry for a period 4 hours in the entire area including the inside of the developed cracks. 6. Fill the developed cracks with MixFLEX AC by using a notch trowel and allow to dry for a period of 24 hours. 7. Apply second coat of MixPRIME SB 300 modified with water and white cement in the ratio of 2 : 1: 2 (SB300 : Water : White Cement) @ 0.500 Liter / SQM 8. Apply necessary Paint as per the department instruction. <p>Note: -</p> <ol style="list-style-type: none"> 1) No dilution or modification recommended Item No.5 & 6. 2) The all materials should be procured as per the manufacturer recommended consumption statement with respect to the work order. 3) The application should be carried out by an approved applicator of manufacturer. 4) Manufacturer's invoice for material procured for the work 5)The contractor should provide 5 years material warrantee from the Manufacturer and 5 years warrantee from the applicator or combined
<p>307003025</p>	<p>Roof tile joint treatment</p>	<p>Roof tile joint treatment: Providing and filling Cementitious water resistant tile joint grout FAB Chemicals/ FOSROC /BASF/ SIKA or Equivalent all as directed by Department Engineer with the following specification. Must be adhere with BS 5980 as per the following method</p>

		<p>1. Clean the surface with water jet up to receive a sound substrate and allow to drying for a period of 3 to 4 days as per the climatic conditions.</p> <p>2. HP Tile/Tile joint filling with cementitious joint filler MixGROUT MG – Grey colour and do the necessary curing and drying for a period of 2 to 3 days.</p>
307003026	Removal of existing bitumen waterproofing membrane	<p>Removal of existing bitumen waterproofing membrane:</p> <p>1. Remove the existing Bitumen waterproofing / system without disturbing the mother slab finishes by using light mechanical method up to receive sound substrate (not necessary to remove the base bitumen primer) in the slab area and the elevated expansion joint structure.</p> <p>2. Dispose of the debris as instruction of engineering in charge.</p>
307003027	Primer for bitumen surface	<p>Primer for bitumen surface:</p> <p>Supply and apply of bitumen bonding primer MixCOAT AP600 from FAB CHEMICALS or equivalent, all as directed by Department Engineer-in-charge with the following specification and must be adhere with the following technical parameters for the system – Density: 1.02Gm/cc, Solid content: 54% ± 2% by weight, Elongation at break ASTM D 638: 200% (for the system), Adhesion to substrate ASTM D 4541: >1.50 N/mm², Tensile strength ASTM D 412-87: 3.62 N/mm²</p> <p>1. Apply one coat of bitumen bonding primer MixCOAT AP 600 - modified with portable water and OP cement in the ratio of 2:2:2 (MixCOAT AP 600 (0.350 litre/SQM) : water: cement)- by using slow speed mixer machine with paddle for a period of 2 to 3 minutes up to receive a homogeneous mix) @ 1.000 Liter / SQM on the top of the existing bitumen waterproofing removed surface by using roller brush / hand brush / Sprayer and allow to drying for a period of 6 to 8 Hrs.</p>
307003029	Precast Slab(Vallean Rig slab)-Expansion joint treatment	<p>Precast Slab(Vallean Rig slab)-Expansion joint treatment :</p> <p>Supply and apply of MixEXPANSEAL AC precast joint treatment system with hybrid pure acrylic along with bonding primer and protection system from FAB CHEMICALS for a size of 40 x 25 mm (or as per the site condition) in the existing precast slab (Vallean Rig slab) joints in the vertical faces of the building with necessary removal of existing fillings, insuring priming sealant filling and providing an additional protection of waterproofing with high tensile reinforcement mesh for a</p>

		<p>width of 200 mm in the all joints (horizontal and vertical), Appearance – White smooth viscous paste , Specific gravity ASTM C 834 – 1.6 Gm/CC, Solid content – 90 %, Shore hardness – Full cure material – 50, Movement accommodation factor – ASTM-C 719 – 20%, Elongation at break ASTM D 412 – 100%, Tensile Strength ASTM D 412 – 150 psi, Water resistant – Excellent , Chemical resistance – Good, UVR – Good.</p> <ol style="list-style-type: none"> 1. Remove the mortar filling / sealant / filler board from the existing horizontal and vertical joints in the roof with mechanical method without disturbing the edges / line/ length and the mother structure and dispose the debris as per the instruction of department. (Not recommended any kind of cementitious repairing in the edges or side of the joints) 2. Clean the surface with air blower up to receive a dust free surface and make sure the surface is sound dry or the moisture content is less than 5 %. 3. Apply one coat of Penetrative Primer MixPRIME® SB 300 (as per the site condition when the joint has opened) in the vertical surface of the joint by using hand brush and allow touching dry. Appearance – White Viscous liquid, Specific gravity – 1.02, Solid content – 48 + 2 %, Adhesion to concrete 1.5 N/MM2, Elongation PH Value – 7 to 10.50 4. Fill the MixFLEX AC in the joint by using a sealant gun / notch trowel as per the site condition up to the required depth and width.(40 x 25 mm or as per the site conditions), Standard conformation – ASTM C 834, Appearance – White smooth viscous paste , Specific gravity – 1.6 Gm/CC, Solid content – 90 %, Shore a hardness – Full cure material – 50, Movement accommodation factor – ASTM-C 719 – 20%, Elongation at break ASTM D 412 – 100%, Tensile Strength ASTM D 412 – 150 psi, Water resistant – Excellent , Chemical resistance – Good, UVR – Good. 5. Apply one coat of penetrative sealer coat site mixed slurry for a width of 200 mm - MixPRIME AC100 - mix with portable water and OP
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		<p>Cement in the ratio of 2:1:3 (Two part MixPRIME® AC100 : One Part water : 3 Part OP cement) by using slow speed mixer machine for a period of 2 to 3 minutes up to receive a homogeneous slurry) @ 1.000 Liter per SQM Standard conformation - ASTM D7733-12 and the Solid content 49% +2%</p> <p>6. Laying of saturated high tensile reinforcement mesh MixFELT P50 for a width of 200 (saturated with MixPRIME AC100 with portable water and OP Cement in the ratio of 2:1:1.</p> <p>Note: - 1) No dilution or modification recommended except item no 3&4. 2) The all materials should be procure as per the manufacturer recommended consumption statement with respect of the work order. 3) The application should be carried out by an approved agency as approved by manufacturer.. 4) The contractor should provide 5 years material warrantee from the Manufacturer and 5 years warrantee from the applicator or combined.</p>
<p>307003030</p>	<p>Minor civil works</p>	<p>Minor civil works: Minor civil works like plastering, making good of minor cracks/damaged concreting, closing of unwanted openings etc .Including scaffolding and all T&P as part of site preparation works required carrying out the leakage rectification of roofs/walls.</p>
<p>307003031</p>	<p>Pre cast slab (V- slabs)joint treatment</p>	<p>Pre cast slab (V- slabs)joint treatment: Supply and apply of precast slab joint treatment using MixFLEX AC along with surface stabilizing primer MixPRIME SB 300. 1. Remove the existing filling from the slab joint with sharp knife for a minimum depth of 15 mm and a width of 10 mm 2. Dispose the debris as per the department instruction. 3. Clean the joint with air blower up to receive a dust free surface 4. Apply one coat of MixPRIME SB300 and allow to touch dry. 5. Fill the joint with MixFLEX AC and allow drying for a period of 24 hours.</p>

Declaration by the Vendor

(to be provided in the following format in their letter head)

It is hereby declared that I/We the undersigned, have read and examined all the terms and conditions of GCC, SCC, Scope of work, BOQ technical specifications, Time frame, manpower deployment along with minimum qualification & minimum wages and their EPF &ESI, Bonus calculation, Insurances, LD Clause, etc. of the tender document for which I/We have signed and submitted the tender under proper authorization. It is also certified that all the terms and conditions of the tender document are fully acceptable to me/us and I/We will abide by the conditions of the tender. We have not given any printed conditions beyond the scope of this tender. It is also certified that I/We/our firm has no objection in signing the contract if the opportunity for the work against this tender is given to me/us.

Date:

Signature:

Name:

Address:

Designation:

On behalf of:

CHECK LIST

BIDDER HAS TO FILL IN THE CHECK LIST GIVEN BELOW

(Following documents are to be submitted online and manual as part of Technical Bid.

Bidders are requested to state Yes / No against each column)

SI No	Document to be Submitted	Online Submissi on	Manual Submission
1.	The contractor should be registered with any of the prominent Govt. Organizations/Government institutions/ Autonomous Bodies/ Public Sector Undertaking registration certificate		
2.	Firm registration certificate (In case of Firm)		
3.	Copy of Permanent Account Number (PAN) card and GST Registration copy of latest		
4	List of last 05 (Five) years executed similar works for any Government /Autonomous body corporate companies along with Xerox copies of work orders / purchase orders along with completion certificates		
5	The Contractor should have achieved minimum annual turnover value of general civil works (as certified by Chartered Accountant and at least 50% of which is from Engineering (Civil) civil works i.e Rs. 10.00 lakhs, carried out in any of the year over a period of 05 (five) years ending 31.01.2026. (i.e. providing audited balance sheet along with income tax returns)		

6	<p>Proof of similar executed nature of works for last 05 (Five) years ending 31st Jan 2026. Should have either of the following (i.e. attach documentary proof).</p> <ul style="list-style-type: none"> - Three similar nature of works costing not less than Rs.8.80 Lakhs or above <li style="text-align: center;">or - Two similar nature of works costing not less than Rs. 13.20 Lakhs or above <li style="text-align: center;">or - One similar nature of work costing not less than Rs. 17.60 Lakhs or above 		
7	Current original Solvency Certificate, minimum Rs. 6.60 lakhs, issued from any nationalized bank		
8	Tender Fee and E.M.D fee as per detail (scanned copy by online and original by manual)		
9	Availability of key personnel, qualification and experience		
10	Availability of tools and tackles		
11	Whether declaration form signed and submitted (scanned copy online and original by manual)		
12.	This checklist (scanned copy by online and original by manual)		
13.	Whether all pages of tender document signed and uploaded		
14	Eligibility criteria documents issued by officer not below rank of superintending engineer.		
15.	Tender Fee and EMD		

NOTE: Please ensure all the relevant boxes are marked YES/NO against each

column. **IMPORTANT NOTE:**

- 1. The supplier should provide HSN Code and SAC Code for all the BOQ items in Technical Bid.**
- 2. Tenderers must ensure that all the required documents indicated in the Tender documents are submitted without fail. Tenders received without supporting documents for the various requirements mentioned in the tender document are liable to be rejected at the initial stage itse**