

CONDITIONS OF CONTRACT

Name of work: Additions/alterations in the premises of APEDA situated at 3rd and 4th floors, NCUI Building, 3, Siri Inst. Area, August Kranti Marg, New Delhi – 110016

Approximate amount of work – Rs. 40.00 lakhs (Rupees Forty Lakhs)

Period of completion – 3 months

Ernest money to be deposited only acceptable in shape of deposit at call/demand draft favouring APEDA payable at New Delhi Rs. 10,000/- (Rupees Ten Thousand only)

Cost of tender form: Rs. 500.00 (Rupees Five Hundred only)

Last date of receipt of tenders in APEDA: 21 days from the date of publication of the advertisement up to 1700 hours (22-5-2009 , 5.00 PM).

Details of work can be seen in the office of DGM(P&A) on any working day during working hours

Tenderers/contractors should quote their rates both in figures and in words. If there is any inconsistency in writing then the words applicable rates shall be as per tendered rates in figures and in words, whichever is lower. The schedule of probable quantities must be fully priced and the total of each page shall be given in ink and signed by the bidder. No blank space shall be left.

The quoted rates shall be firm and shall not be subjected to any variations arising from cost of material or labour for the entire duration of the contract.

Specifications shall be interpreted in the following order of decreasing importance:

Drawings,

Item specifications in the BOQ

Income Tax Deduction for TDS at percentages as applicable from time to time shall be deducted from all payments.

After acceptance of tender, the bidder will sign the necessary contract papers within one week. The work shall start within 7 days of receipt of the letter of intent / work order, whichever is earlier.

The Contractor shall co-operate with other contractors and consulting engineers and freely exchange with them such technical information as necessary for the proper execution of the works.

The contract shall be approved by GM(P&A) who will be considered as client for this work.

FINAL BILL:

The contractor should submit his final bill within one week from the date of completion of work, after which no further claims shall be entertained. The contractor shall remain liable

to make any deficiency in material used or workmanship detected within 90 days of issue of completion certificate and set right the same within the period to be specified by the client failing which the client shall do the needful at the cost and risk of contractor.

MEASUREMENTS:

The Architect, client's authorized representative and contractor will take measurements jointly, all the measurements shall be done in metric (in mm) system. In case of difference of opinion, the decision of Chairman APEDA shall be final and binding on both the parties. In case of delay in taking joint measurements, the contractor can submit his bill based on measurements taken by him and it will be checked by the Architect and Client's Authorised representative and processed for payment.

MATERIALS AT SITE — SECURITY:

Materials will be stored at the premises entirely at contractors risk and cost. All materials should be insured against fire and theft. Contractor should indemnify the owner from his risk. Contractor will erect lockable STOF for the site materials at his own cost.

SAFETY:

The contractor must ensure that all of his supervisors and workmen engaged in the execution of works strictly adhere to the health and safety guidelines as laid down by the local laws. The work shall be carried out with due diligence on the part of contractor without disturbing the normal working of APEDA.

All contractors will be responsible for providing identification tags for all workers on site all identification cards shall identify the workers name, company and trade. Identification tags are to be worn at all times.

TERMS OF PAYMENT:

A mobilization advance equal to 20% of the contract value will be paid by the client to the contractor against bank guarantee. In bank guarantee, it should be clearly mentioned that payment should be made to APEDA, if asked for during the validity of bank guarantee. This mobilization advance will be deducted from the running bills on pro-rata basis starting from the first running bill. Such running payments shall be considered as on account and not final settlement in any manner. 10% of the gross amount of running bill shall be deducted as security, which will be released after 90 days of issue of completion certificate.

Payment of bills (including final payment) shall be made within a period of 15 days after submission of bills duly verified by the Project Management Officer (architect).

Any interim payment requested by the contractor will be paid solely at the discretion of the Client regarding the amount to be paid and the time of payment.

The Client shall have power to make any correction or modification to any previous certificate or to withhold any certificates of the works, in whole or part thereof which are not being carded out to his satisfaction.

QUALITY:

All materials used in the works shall be of their respective kinds as specified herein, obtained from sources and suppliers approved by the Architect/Owner and shall mp strictly with the tests prescribed hereafter, or where tests are not laid down in the specifications, with the requirements of the latest issues of the relevant Indian Standards (IS code).

REJECTION:

Any materials that have not been found to confirm to the specifications will be rejected forthwith and shall be removed from the site by the Contractor at his own cost within a period of 7 days failing which the client can forfeit the materials and dispose off the same at the risk and cost of contractor.

PENAL CLAUSE:

The work shall be undertaken within 7 days of allotment and completed in all respects including clearance of site within 90 days. In case the work is not started within 7 days of allotment of work, the earnest money of the contractor shall stand forfeited and further action shall be taken by the client as per his discretion for getting the whole work and partly executed work completed at risk and cost of the contractor.

OTHER CONDITIONS:

1. Conditional tenders are liable to be rejected.
2. Tenders without the earnest money shall not be entertained.
3. Client reserves its right to reject or accept any tender.

The proposals shall be addressed to:

Mr. A.S. Rawat

General Manager

Agricultural and Processed Food Products Export Development Authority (APEDA)

Ministry of Commerce and Industry, Government of India

3rd Floor, NCUI Building, August Kranti Marg,

New Delhi - 110016

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