



BASMATI EXPORT DEVELOPMENT FOUNDATION (BEDF)

TENDER NOTICE

Sealed tenders are invited in Two Bid System to carry out the following works:

Sr. No.	Name of work	Estimated Cost (Rs.)	Cost of Tender (Rs.)
1	Interior-furnishing & AC work for BASMATI EXPORT DEVELOPMENT FOUNDATION, Modipuram, Meerut, Uttar Pradesh, 250110	20,00,000/-	1500/-

The tender forms may be obtained from the website: www.apeda.gov.in and must be submitted in hard copy along with EMD of **Rs.50,000/-** in the form of Bank Draft favoring “**BASMATI EXPORT DEVELOPMENT FOUNDATION**”, Payable at New Delhi submitted from 07-02-2023 to 28-02-2023 between 10:00 hrs. to 15:00 hrs. The contractor shall also deposit the tender cost of **Rs. 1500/-** in the form of Bank Draft favoring as mentioned above along with Technical Bid. The intending contractors may verify pre-qualification criteria's and other details before submission of bid.

The contractors/agencies who have applied earlier in response to the tender invitation during 09.12.2022 to 30.12.2022 need not to apply again and their bids already received is valid for consideration.

Director
BEDF

www.apeda.gov.in



TENDER FOR INTERIOR-FURNISHING & AC WORKS OF
BASMATI EXPORT DEVELOPMENT FOUNDATION (BEDF),
Modipuram, Meerut, Uttar Pradesh- 250110

(TECHNICAL BID - PART I)

NAME AND ADDRESS OF THE TENDERER

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

LAST DATE AND TIME OF SUBMISSION OF THE TENDER 03.00 P.M.on or before 28.02.2023
The tender application may be submitted to:

Director (BEDF)
Basmati Export Development Foundation
Agricultural and Processed Food Export Development Authority
3rd Floor, NCUI Auditorium Building 3, Siri Institutional Area,
August Kranti Marg, New Delhi-110016

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NOTICE INVITING TENDERS

M/s _____

TENDER FOR INTERIOR-FURNISHING & AC WORKS OF BASMATI EXPORT DEVELOPMENT FOUNDATION, Modipuram, Meerut, Uttar Pradesh, 250110

BEDF invites sealed offers in two bid system from contractor ship firms for **INTERIOR-FURNISHING & AC WORKS OF BASMATI EXPORT DEVELOPMENT FOUNDATION, Modipuram, Meerut, Uttar Pradesh, 250110**

For complete detail, formats and terms & conditions of tender please log on to the Website <https://apeda.gov.in/> Tender document can be downloaded from the give website. Tender document will not be supplied through office. Tender to be submitted in the prescribed format only. **Bidders will have to deposit a tender fee of Rs.1,500/- (Non-Refundable) in the form of D.D from a nationalized bank in favor of "Basmati Export Development Foundation " payable at New Delhi failing which the tender is liable to be rejected.**

The Interior furnishing and allied works will be carried out **at Demonstration and Training Farm Building, Basmati Export Development Foundation, Modipuram, Meerut, Uttar Pradesh, 250110**

Date of commencement of issue of Tender Forms : 07.02.2023

Last date for submission of Tender forms : 28.02.2023 upto 3.00pm

Earnest Money Deposit (Bid Security): ₹50,000/- (Rupees fifty thousand only)

The preliminary evaluation will be done on the following parameters and offers from firms not conforming to any of these parameters will be rejected. The BEDF reserves the right to reject or accept any application without assigning any reason thereof.

Financial & Technical Parameters:

S.No.	Parameters	Remarks
1.	Estimated cost	₹20,00,000/- (Rupees twenty Lakhs only)
2.	Average financial turnover of the firm in the last 3 years	Average annual financial turnover during the last 3 years (2019-20, 2020-21 & 2021-22) should be at least 30.00 lakh. Turn over certificate from Chartered Accountant to be submitted
3.	Profit in the previous financial years	The firm should have earned profit during the last 3 financial years (2019-20, 2020-21 & 2021-22). A certificate from Chartered Accountant to be submitted

4.	Works executed during last 5 years	<p>Experience of having successfully completed similar works during last 5 years ending last day of month previous to the one in which applications are invited should be either of the following:-</p> <p>a) One similar work of minimum 80% of estimated cost</p> <p>OR</p> <p>b) Two similar works of minimum 60% of estimated cost</p> <p>OR</p> <p>c) Three similar work of minimum 40% of estimated cost</p> <p>The Contractor should submit work order & Completion/Performance Certificate from the previous employer along with relevant project photographs in support of executing similar works failing which the tender shall not be considered.</p>
5.	Similar Works	<p>Similar work means interior furnishing and allied works of same nature / magnitude involving interior furnishing, electrification, Non-Modular furniture, Air-Conditioning, data net working, telephone, cabling, etc. carried out for Public Sectors Banks/Offices, Public Sector Under takings/Central Govt./State Govt. Offices</p>

Earnest money for ₹50,000/- (Rupees Fifty thousand only) to be remitted by means of Demand Draft drawn in favor of “Basmati Export Development Foundation” Payable at Delhi and should be enclosed along with the technical offer.

- i) Envelope I–EMD & Tender fee.
- ii) Envelope II –Technical Bid
- iii) Envelope III–Financial Bid

All the envelopes should be put in to one single sealed cover duly superscribed as:

“Tender for Interior-Furnishing & AC works of Basmati Export Development Foundation”

Sealed offer should be dropped (by hand) in the Tender Box kept at APEDA office, 3rd Floor, NCUI Building, 3 Siri Institutional Area, August Kranti marg, New Delhi -110 016. Tender received by e-mail/post/courier/any other means shall not be entertained.

The tenderer shall furnish detailed literature, pamphlets, performance data etc. if any, for appraisal and evaluate of the offer along with the technical bid.

- 1 The Tenderer must obtain for himself/ themselves on his/their own responsibility and at his/their own Expenses all the information that may be necessary for the purpose of filling of this Tender and Before submitting tender and must scrutinize the drawings and inspect the site of work and acquaint himself/ themselves with all local conditions & matter pertaining thereto.
- 2 Conditional Tenders will be rejected.
- 3 Each page of the tender documents is required to be signed by the person/duly authorized persons as token of his/ their having acquainted himself/themselves with the general conditions etc. as lay down herein. Any tender with any of the documents not so endorsed is liable to be rejected.
- 4 The tender forms must be filled in English and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the tender shall be considered invalid.
- 5 All erasures and alterations made while filling the tender must authenticated by the initials of the tenderer. Over writing of figures is not permitted. Failure to comply with either in any change in rates or conditions after submitting of the tender will not be entertained.

6 EMD/RETENTIONMONEY

i. Earnest money deposit (EMD):-

Tenderer shall deposit as EMD an amount of **50,000/- (Rupees fifty thousandonly)** in the form of Bank Demand Draft/ Bankers' Cheque drawn on any New Delhi Branch of any scheduled Nationalized Bank, infavourof **“Basmati Export Development Foundation”** payable at New Delhi in Envelope no.I.

ii. Retention Money:-

Apart from the Earnest Money Deposit to be made by the Contractor/s as aforesaid, the Retention Money shall be deducted from Progressive Running Account Bills at 3% of the gross value of the work done in each Running Account bill. Provided that the total Security Deposit i.e. the Earnest Money Deposit and the Retention amount shall both together not exceed 10% of the Contract amount as determined after considering all variations as approved.

- 7 Within -7- (Seven) days of the receipt of intimation from the Employer of the acceptance of tender, the successful Tenderer shall be bound to execute the necessary documents by signing agreement in accordance with the Terms & Conditions of the contract attached therewith, on the written acceptance by the employer and the person so tendering, whether such formal contract is subsequently entered into/or not.
- 8 All the compensation of other sums of money payable by the contractor to the Employers under the terms of this contract may be deducted from the Security Deposit or from any sums that may become due to the contractor on any account whatsoever. In the event of the Security Deposit being reduced by reason of any such deduction; the contractor shall within -7-days of being asked to do so make good by Demand Draft any such sums which may have been deducted from the security deposit.
- 9 Unless otherwise agreed or stipulated in this tender, Employers are not concerned with any rise or fall in the prices of any materials or labour. The rates quoted shall include all costs, allowances, excise, duties, salestax, service tax, central taxes, Royalties, VAT or any other taxes, octroi or any other charges including any enhanced labour rates etc. which may be enacted from time to time by the State and/or the Central Government and shall remain valid till Virtual Completion of the work. Under no circumstances shall our Employer be held responsible for compensation or loss to

the contractor due to any increase in the cost of Labour and/or material etc. **GST shall be paid on submission of GST invoice containing Contractor's GST Number.**

- 10 The tenderer should thoroughly study works, conditions of contract, relevant specifications and rates quoted should cover cost of executing the items as per the relevant specification.
- 11 The tender drawings have been included in the tender document for general guidance of the contractor for basic reference and evaluation at our office. Detailed working drawings, details of construction features etc. shall be supplied from time to time for execution of works, which shall be deemed to be within the provision of contract and scope of work.
- 12 The tender shall remain valid for acceptance for a period of 90 days from date of opening of the price bid.
- 13 Employers do not bind themselves to accept the lowest or any tender and reserve to themselves the right to accept or reject any or all tenders, either in whole or in part, without assigning any reasons what so ever for doing so.
- 14 Tender document in which tender is submitted by a Tenderers shall become the property of the Employer and the Employer shall have no obligation to return the same to the Tenderer.
- 15 Tenders not giving the full particulars as mentioned above or as called for in the special Conditions or not complying with any of the conditions set for the above or therein are liable to summary rejection.

For any clarification of technical details you may contact: Director, BEDF Mob.9999769677

Director

बी ई डी एफ BEDF
FOUNDATION

TENDER FOR INTERIOR-FURNISHING & AC WORKS OF BASMATI EXPORT DEVELOPMENT FOUNDATION, Modipuram, Meerut, Uttar Pradesh, 250110

CHECKLIST

Sl.No	Details	Pleasetick
1	Covering Letter in duplicate enclosed.	<input type="checkbox"/>
2	EMD enclosed to an amount of 50,000/-- (Rupees Fifty thousand only) vide BC/DD no:_____dated_____drawn on the Bank_____	<input type="checkbox"/>
3	Tender Fees enclosed to an amount of 1,500/-(Rupees One thousand five hundred only) vide BC/ DDno:_____dated_____drawn on the Bank_____	<input type="checkbox"/>
4	Duly Filled in Company details	<input type="checkbox"/>
5	Duly filled in AnnexureII – Financial details	<input type="checkbox"/>
6	Duly Signed in AnnexureII–Letter of Submission from contractors.	<input type="checkbox"/>
7	Duly filled in List of Materials considered in the tender.	<input type="checkbox"/>
8	Have read fully the Instruction to Tenderer, General Conditions of Contract, Special Conditions of contract etc.	<input type="checkbox"/>
9	Part I – Envelope “TB” (Technical Bid) contain Tender document (Vol-I), Technical Specifications (Vol-II), Drawing (Vol-III), Earnest Money Deposit (EMD) & Tender Fees and letter indicating any variation, if any from the Technical and Commercial Specifications and conditions of the Tender–submitted in separate cover	<input type="checkbox"/>
10	Part II–Envelope "PB" (Priced Bid) contain Dully filled Bill of Quantities submitted in a separate sealed cover	<input type="checkbox"/>
11	All pages/ documents are stamped and signed by the authorized signatory of the firm and a letter of authorization in favour of authorized signatory is enclosed	<input type="checkbox"/>

NAME OF WORK: TENDER FOR INTERIOR-FURNISHING & AC WORKS OF BASMATI EXPORT DEVELOPMENT FOUNDATION, Modipuram, Meerut, Uttar Pradesh, 250110

MANDATORY INFORMATION

Name of Firm	
Address of Firm with contact Phone and Mobile No:	
Local Address of Firm with contact Phone and Mobile no	
Email Id:	
PAN No:	
Service tax Number	
TAN No:	
TIN/VAT No:	
GST No:	
ESI/PF Registration No :	
Any other Registration details relevant to the contract	
Name of Bank with address:	
Branch Code:	
Type of Account:	
Account No:	
9 Digit MICR Code no:	

MANDATORY INFORMATION

1. Name of the Organization and Address:

2. Year of Establishment:

3. Status of the Firm
(Whether Pvt. Ltd. Company/ Public Ltd. Company/ Partnership Firm/ Proprietorship Firm)

4. Name of the Chairman/ Managing Director/ CEO/ Country Head (as the case may be):

5. Whether registered with the Register of Companies/ Register of Firms in India. If so, mention number and date and enclose Registration Certificate copy.

6. Name and address of Bankers:
 - (i)

 - (ii)

- b) Turnover of the company/ firm during last three financial years.
(Please attach a copy of audited Balance Sheet and Profit & Loss Account for the year

2019-20
2020-21
2021-22

7. Whether registered for sales tax purpose. If so, mention number and date. Also furnish copies of sales tax clearance certificate.

8. Whether an assessee of income Tax. If so, mention Permanent Account Number, Furnish copies of income Tax clearance certificate.

9. Mention the address and phone number of the company's office below:

9. What are your main fields of activities? Mention the fields giving the annual turnover for each field.
 - 1.
 - 2.
 - 3.

- 10 If you have been prequalified by other organization/ statutory bodies, such as Banks, CPWD, PWD, etc. for Interior Furnishing works. Furnish their names, category and date of registration.
- 11 Furnish the names of renowned organizations, where you have completed Interior furnishing works. In the last three years ending 31 March 2022.

Name of Organization with Address	Year of Installation	Value of Orders.

(Please attach the copies of their orders)

- 12 Details of Technical Staff & Adjoining areas:

Sr. No.	Name	Qualification	PostHeld	Experience

- 13 List of Enclosures:-

- Certificate of Registration/ Partnership deed.
- Certificate of Registration with Income tax, GST, EPF, ESI, VAT/TIN.
- Audited balance sheet (Statement of Last 3 Financial Years).
- Copies of work Orders as mentioned above along with photocopies of relevant TDS certificates and satisfactory Completion Certificates.
- Copies of Income Tax Return/ Assessment Orders for the last 3 Financial Years
- Performance Guarantee.
- Copies of Registration with SSI/ NSIC or ISO9000 certification, if any. (Optional)

Note:- In absence of any of the above enclosures, your application is likely to be rejected.

DECLARATION

- I/We have read the instructions appended and all terms and conditions and I/We understand that if any false information is detected at a later date, any future contract made between us and BEDF. On the basis of the information given by me/us can be treated as invalid by the BEDF and I/We will be solely responsible for the consequences.
- I/We agree that the decision of BEDF in selection of Contractors will be final and binding to me/us.
- All the information furnished by me hereunder is correct to the best of my knowledge and belief.
- I/We agree that I/We have no objection if enquiries are made about the work listed by me/us in the accompanying sheets.
- I/We agree that I/We have not applied in the name of sister concern for the subject empanelment process.

Place:
Date:

SIGNATURE
NAME & DESIGNATION
SEAL OF ORGANIZATION

FORM OF TENDER

To,
Director (BEDF)
Basmati Export Development Foundation
Agricultural and Processed Food Export Development Authority
3rd Floor, NCUI Auditorium Building 3, Siri Institutional Area,
August Kranti Marg, New Delhi-110016

Sir,

RE:-TENDER FOR INTERIOR-FURNISHING & AC WORKS OF BASMATI EXPORT DEVELOPMENT FOUNDATION, Modipuram, Meerut, Uttar Pradesh, 250110

1. We have carefully examined the specifications, designs and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the existing installations and the installation site of the works specified in the said memorandum given below and having acquired the requisite information relating thereto as affecting the tender. We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the Schedule of Quantities submitted in a separately sealed envelope as 'Part- II) and in accordance in all respects with specifications, designs and instructions in writing referred to in articles of agreement, general instructions to the tenderer and special conditions, conditions herein before referred to, specifications, data sheet and schedule of quantities and with such materials as are provided for, by and in all other respects, in accordance with such conditions as far as they may be applicable.

MEMORANDUM

(a)	Description of works	INTERIOR-FURNISHING & AC WORKS OF BASMATI EXPORT DEVELOPMENT FOUNDATION (BEDF), Modipuram, Meerut, Uttar Pradesh, 250110
(b)	Mode of payment	As per clause of General instructions to Contractors and Special Conditions.
(c)	Earnest Money	₹50,000/- (Rupees Fifty thousand only)
(d)	Tender fees	₹1,500/- (Rupees One thousand five hundred only) (Non-Refundable)
(e)	Time allowed for completion of work	60 days of the date of agreement

2. I/We herewith deposit **₹50,000/- (Rupees fifty thousand only)** by Demand Draft or Banker's Cheque drawn in favour of "**Basmati Export Development Foundation, payable at New Delhi** as Earnest Money Deposit for the execution of the works at my/our tendered rates together with any variations should the work be awarded to me/us.
3. In the event of this tender being accepted, I/we agree to enter into and execute the necessary contract required by you. I/We do hereby bind myself/ ourselves to forfeit the aforesaid deposit of **₹50,000/- (Rupees fifty thousand**

only) in the event of our refusal or delay in signing the Contract Agreement. I/we further agree to execute and complete the work within the time frame stipulated in the tender documents. I/we agree not to employ Sub-Contractors without the prior approval of the Bank.

4. I/we agree to pay GST, Sales Tax, Service Tax, Works Contract Tax, Excise Tax, Octroi, VAT, Duties, all Royalties and all other applicable taxes prevailing and be levied from time to time on such items for which the same are leviable and the rates quoted by me/us are inclusive of the same.
5. I/we understand that you are not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender. I/we further understand that BEDF may award Contracts for Electrical to more than one Contractors and that I/we shall make no claims whatsoever if BEDF accept only a part of my/ our tender. We unconditionally agree to BEDF's preconditions as stipulated in the tender documents.
6. I/We agree that in case of my/our failure to execute work in accordance with the specifications and instructions received from the Owner or the Consultants appointed by BEDF, during the course of the work, BEDF reserves the right to terminate my contract and forfeit the Earnest money deposit paid by me in addition to recovery of all the dues to BEDF from the payment receivable by me. Further I may also be barred from tendering in future for BEDF and its subsidiaries.
7. I/we agree to keep our tender open for 90 days from the date of opening of envelope No.1, i.e. (Technical Bid) and this period of validity can be extended for such period as may be mutually agreed between BEDF and us in writing.
8. The Tender is submitted in two parts in separate sealed envelopes. Part –I contains all commercial terms and conditions and technical particulars and Part-II contains only the price bid in BEDF's Prescribed format.
9. I/we enclose herewith the completed tender documents duly signed.

The acceptance of this tender shall constitute a contract binding on us and any failure shall constitute a breach of contract by us, and the tender accepting authority shall be entitled to have the work executed at our risk and cost and to claim extra cost/expenditure incurred by them, from us.

Dated this _____ day of _____ 2023
For and on behalf of M/s _____

(Signature with seal)

Name _____
Designation _____
Place _____
Date _____

(Certified true copy of the Power of Attorney of the above signatory should be enclosed).

Witness

(1) Signature with _____
Name, address and date _____

(2) Signature with _____
Name, address and date _____

ARTICLES OF AGREEMENT
(To be executed on a non-judicial stamp paper of Rs.100/-)

ARTICLES OF AGREEMENT made this-----day of----- Two Thousand twenty three between the BEDF having its Head Office, at 3rd Floor, NCUI Building, August Kranti Marg, Opp. Asiad Game Village Road, New Delhi 110016, represented by the Director (here in after referred to as the "OWNER/ EMPLOYER") which expression shall include its successor/s and assignee/s of the ONE PART.

AND

M/S.....having its registered office at(Here in after referred to as the 'CONTRACTOR')

Which expression shall include its successor/s and assignee/s of the OTHER PART.

WHEREAS the Employer is desirous of getting executed the work **FOR INTERIOR-FURNISHING & AC WORKS OF BASMATI EXPORT DEVELOPMENT FOUNDATION, Modipuram, Meerut, Uttar Pradesh**

And has caused specifications describing the work to be done. AND WHEREAS the said specifications and the schedule of quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon the subject work to the conditions set forth hereinand to conditions set forth in the special conditions and in the schedule of quantities and condition of Contract as modified and finally accepted by both the parties) all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and/or described in the said Specifications and included in the Schedule of quantities at the respective rates therein set forth, amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as and the schedule of quantities.

AND WHEREAS the Owner/Employer in order to effectively carry out the said works engaged ARUSHI SALUJA ARCHITECTURE | INTERIORS Cont. 8126836666 , 9602050293 (hereinafter referred to as The ARCHITECT) to prepare specifications, describing the works to be executed, to call for tenders from contractors for the job, to open tenders received at the office of the OWNER/EMPLOYER, to scrutinize and recommend to the Owner/Employer the name or names of the Contractor or Contractors so recommended after having the approval and acceptance thereof from the Owner/Employer.

AND WHEREAS the Owner/Employer has caused the specifications, priced schedule of quantities of said works as per General Conditions of Contract, Special Conditions, Additional Condition and Instructions to the Tenderer prepared with the assistance of the said Consultants subject to which the offer of the Contractor shall be accepted.

AND WHEREAS the tender of the Contractor for the said works has been approved and accepted for a sum of ₹. _____By the Owner.

AND WHEREAS the contractor has deposited with the owner ₹ _____as security deposit for the due performance of the Agreement.

AND WHEREAS the said Consultant has issued workorder thereafter to the Contractor.

AND WHEREAS the Specifications, Priced Schedule of Quantities, General Conditions of Contract, Special Conditions, Additional Conditions and Instructions to the Tenderers including all other conditions as mentioned in the tender document and all correspondence exchanged by or between the parties from the date of submission of the tender till the award of the work, both letters inclusive (hereinafter collectively referred to as 'thesaid conditions') have been signed by the parties hereto and the contractor has agreed to execute the works upon and Subject to the said conditions.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said contract payments to be made to the Contractor as hereinafter provided the Contractor shall upon and subject to the said conditions execute and complete the works and such further instructions as may be furnished to the contractor by the owner/ employer through the /consultants as described in the said specifications and the said priced Schedule of Quantities.
2. The employer shall pay the Contractor the said Contract amount or such other sum as shall become payable at the times and in manner specified in the said conditions:
 - a. The Employer has accepted the offer of the contractor and the Contractor has agreed to execute the said works, subject to the terms and conditions contained herein and those in Annexure referred herein, for the provision and the execution of the works mentioned in the Contract at an amount of ₹_____ (all inclusive)
 - b. Contractor shall not claim any escalation in contract rate for rise in prices of materials /Labour etc. during the completion of work and shall complete the work at contracted rate which shall be valid for project period of 60 days maximum two months from the date of commencement of work. In case of extension in the time period of execution of contract beyond Project Period of 60 days maximum two months, for the reasons of delay attributed to the contractor, he shall not be eligible for escalation and the Consultant/BEDF's decision in this respect shall be final and binding on the contractor.
3. The term the Consultant in the said conditions shall mean the said Arushi Saluja Architecture | Interiors, Cont. 8126836666 , 9602050293 or in the event of the said Consultant ceasing to be the Consultant for the purpose of this contract for whatever reason, such other person or persons as shall be nominated for that purpose by the Owner/Employer, provided always that no person subsequently appointed to be the Consultant under this contract shall be entitled to disregard or over rule any decision or direction or approval given or expressed in writing by the Outgoing Consultant for the time being if the same had been done under instruction from the owner/Employer.
4. The agreement and documents are mentioned above shall from the part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.
5. This contract is neither a fixed lump sum contract nor a price work contract to carry out the work in respect to the **INTERIOR-FURNISHING & AC WORKS OF BASMATI EXPORT DEVELOPMENT FOUNDATION (BEDF), Modipuram, Meerut, Uttar Pradesh, 250110** and all subsidiary work connected therewith within the same site may be ordered to be done from the time to time by the said Owner/Employer through the Consultant as the case may be even though the said works may not be shown on the drawings or described in the said specifications or the priced schedule of quantities described and to be paid for according to the actual measured qualities at the rates contained in the schedule of rates and probable quantities or as provided in the said conditions.
6. Notwithstanding what are stated in the general conditions and instructions to the tenderer and here before stated, the Owner/employer through the Consultant reserves right to itself the right of altering the drawings and nature of the work by adding to or omitting any items of works or having portions of the same carried out at any time during the currency of Contract, without prejudice to this contract.

7. Time shall be considered as the essence of this contract and the contractor hereby agrees to commence the work on the day of handing over of the site or within the fourteen days from the date of issue of formal workorder whichever is later as provided for in the said conditions and to complete the entire work within the stipulated time subject nevertheless to the provisions of extension of time.
8. Any dispute arising under the agreement between the parties hereto shall be referred for adjudication to a sole arbitrator in the manner and in terms of the provisions as laid down in the General Conditions of Contract. The award of the arbitrator shall be final and binding on both the parties.
9. All disputes arising out of or in any way connected with this agreement shall be deemed at New Delhi and Courts in New Delhi shall have jurisdiction to determine the same.
10. That the several parts of this contract have been read by the contractor and fully understood by the contractor.

In witness whereof the Employer and the Contractor have set their respective hands to these presents through their authorized official and the said two duplicates hereof to be executed on its behalf of the day and year first herein above written.

SIGNED by the said
Owner /Employer _____

In the presence of:

(1). Signature _____
Name and Address _____

(2). Signature _____
Name and Address _____

SIGNED by the said
Contractor _____

In the presence of:

(1).Signature _____
Name and Address _____

(2).Signature _____
Name and Address _____

AGREEMENT(UP TO Defects LiabilityPeriod (DLP) PERIOD)

ARTICLES OF AGREEMENT MADE THIS ON//2022 between BEDF (hereinafter called "THE EMPLOYER") of the one part and _____(contractor) having its office at _____(hereinafter called "THE CONTRACTOR") of the other part.

1.1 WHEREAS "THE EMPLOYER" desires to engage one contracting agency for (as described under scope of works hereto) to be carrying out for their _____
(work) as per the drawings, plans, sections, elevations etc. prepared by their Architect, M/s _____
_____ On the basis of above.

1.2 The term "Architect" in the said conditions shall mean the said ArushiSaluja Architecture | Interiors (ARCHITECT) and shall include their heirs, legal representatives and assignees or in the event of his/their death or ceasing to be the Architect for the purpose by the employer, such other person as shall be nominated for that purpose by the Employer, not being a person to whom the contractor shall have reasonable objection which the Employer shall consider sufficient and such subsequently appointed person not to be subsequently appointed to be entitled to disregard or over rule any previous decisions or approvals or directions given or expressed by the Architect for the time being.

1.3 In response to the tenders invited by EMPLOYER/Architect, the CONTRACTOR have inspected the site and surroundings of the works specified in the tender documents and have before accepting the Contract, satisfied themselves by careful examination about the nature of the work and nature of the site and local conditions, quantities nature and magnitude of work, the availability of labour and material necessary for the execution of work, the means of access to work site, the supply of power and water there to and the accommodation they may require and have made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the Contract or having any connection there with and have considered the nature and extent of all probable and possible situations, delays, hindrances, or interferences to or with the execution and completion of work to be carried out under the Contract being awarded hereunder and have examined and considered all other matters, conditions, and things and probable and possible contingencies thereto affecting the execution and completion of work and which might have influenced them in accepting the Contract.

1.4 The following documents annexed hereto and marked as Annexure as per numbers given against each of these documents, shall form the integral part of this Agreement as if these were fully incorporated herein and this Agreement together with all its Annexure are hereinafter referred to as the CONTRACT

1.5.1 Form of Offer

1.5.2 Brief description of work

1.5.3 Additional General conditions to the contract

1.5.4 General Conditions of Contract

1.5.5 Special Conditions of Contract & Appendix

1.5.6 Contractor/s Labour rules and Regulations

1.5.7 Technical Specifications

1.5.8 Bill of Quantities

1.5.9 List of Approved Makes of material

1.5.10 List of Drawings

1.5.11 Correspondence exchanged prior to letter of intent and awarding the work (including acceptance of the work and under takings related to the same)

1.6 The EMPLOYER has accepted the offer of the CONTRACTOR/S and the Contractor has agreed to execute the said Works, subject to the terms and conditions contained herein and those contained in Annexure referred herein, for the provision and the execution of the works mentioned in the CONTRACT at an amount of Rs _____ (Including GST) (In figures)

1.7 The rates quoted by the Contractor shall remain firm till completion of the work and authorised extension of time as stated elsewhere in the contract. The price variation as per the formula mentioned in the tender document shall be paid to the contractor/s based on the indices published by the RBI, as stated in the contract elsewhere

**NOW THESE PRESENTS WITNESSED AND IS HEREBY AGREED AND
DECLARED AS FOLLOWS:**

1.8 The CONTRACTOR/S shall provide, execute and complete all the works mentioned in the CONTRACT and shall do and perform all other acts and things mentioned or described in the CONTRACT or which are to be implied there from or may be reasonably necessary for the completion of the said works and the times and in the manner and subject to the terms and conditions or stipulations mentioned in the CONTRACT.

1.9 It has been understood by the parties hereto that the EMPLOYER will have right to make reasonable changes in the drawings and designs during the progress of the construction works without prejudice to the CONTRACT. Notwithstanding anything to the contrary contained in any of the Annexure hereto the CONTRACTOR/S shall commence the work on _____ and shall complete the same on or before _____ and the time shall be the essence of the CONTRACT. In consideration of the due provision, execution and completion of all the works, in terms of the CONTRACT the EMPLOYER does hereby agree with the CONTRACTOR/S that the EMPLOYER will pay to the CONTRACTOR/S the respective amounts for the work actually done by them and approved by the EMPLOYER. Such Payments shall be made at such time and in such a manner as provided for in the CONTRACT.

- 1.9.1 The CONTRACTOR/S do hereby agree to pay such sums as may be due to the EMPLOYER for the service rendered or material supplied by the EMPLOYER to the CONTRACTOR/S asset out in the CONTRACT.
- 1.9.2 The Contractor/s do hereby agree that the amount of liquidated damages specified in conditions of contract / special conditions of contract represents agenuine and fair estimate of the loss likely to be suffered by the EMPLOYER in the event of the works not being completed in time.
- 1.10 It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR/s that the CONTRACTOR/s shall have no right, title or interest in the site made available by the EMPLOYER for the execution of the works or in the building, structures or works executed on the said site by the CONTRACTOR/s in the goods articles, materials etc. brought on the said site (unless the same specifically belongs to the CONTRACTOR/s) and the CONTRACTOR/s shall not have or deemed to have any lien or charge whatsoever for unpaid bills and it will not be entitled to assume or retain possession or control of the site or structure and the EMPLOYER shall have an absolute and unfettered right to take full possession of the site and to remove the CONTRACTOR/s, their servants, agents and materials belonging to the CONTRACTOR/s lying in the site.
- 1.11 The CONTRACTOR/s shall be allowed to enter upon the site for execution of the contract work and shall not have any claim, right, title or interest in the site or the structures erected thereon and shall not enter upon at any time without consent of the Employer except for executing the works mentioned in the contract.
- 1.12 The materials including sand, gravel, stone, loose earth, rock etc. dug up or excavated from the said site shall, unless otherwise expressly agreed under the CONTRACT, exclusively belong to the Employers and the CONTRACTOR/S shall have no right or claim over the same and such excavation and materials shall be disposed of by the contractor as per the instructions of the EMPLOYER.
- 1.13 The dispute or difference if any, relating to this agreement or any document appended hereto shall be settled by arbitration under the provisions of Indian Arbitration & Conciliation Act, 1996 or any rules and regulations framed there under within the jurisdiction of New Delhi and the jurisdiction of arbitration shall be the city New Delhi only.
- 1.14 All legal matters disputes shall be within the jurisdiction of New Delhi only.

IN WITNESS WHEREOF the parties have executed these presents on the day and the year first above written.

Signed and Delivered for
and on behalf of EMPLOYER

Signed and Delivered for and on behalf
of Contractor

WITNESSES

WITNESSES

1.....

1.....

2.....

2.....

APPENDIX-A

S.No.	Description of work	:	INTERIOR-FURNISHING & AC WORKS OF BEDF
1	Name of employer	:	Basmati Export Development Foundation
2	Address at which the tenders are to be submitted	:	DIRECTOR, BEDF, 3 rd Floor, NCUI Building, August Kranti Marg, New Delhi-110016.
3	Period of downloading of Tender documents	:	From 28.01.2023 TO 17.02.2023 (1.00pm)
4	Last date of submission of tender	:	17.02.2023 (3.00pm)
5	Date and time of opening of Tender(Technical Bid only)	:	To be informed
6	Validity of the tender	:	90 days from the date of submission/as may be Extended
7	Place of Opening Tender	:	BEDF Head office, APEDA, 3 rd Floor, NCUI Building, August Kranti Marg, New Delhi-110016.
8	Earnest Money Deposit	:	50,000/- Only by D. D./Banker's Cheque
9	Tender Fees	:	1,500/- (Non-Refundable) only byD.D./Banker's Cheque
10	Tender rate includes	:	All taxes, duties, levies, royalties, fees, cess or charges in respect of the works including but not limited to sales tax, tax on work contract, Service tax and all other duties / taxes levied by the Central / State Government during the currency of the contract shall be borne by the contractor. GST shall be paid by BEDF on submission of GST invoice containing Contractors' GST numbers
11	Initial Security Deposit	:	Sum equivalent to 2% of contract value less EMD deposited with tender.
12	Security Deposit	:	Total security deposit shall be 3% of contract value. Out of this 2 % of contract value is in the form of EMD and rest 1% will be deducted from each interim payment totaling to 3% of the total project cost.
13	Liquidated damages	:	1.0% per week subject to maximum of 10% of total contract value.
14	Time of Completion	:	-2-months-(60 days)from the date of agreement or from the day of handing over the site whichever is later.
15	Defects Liability Period (DLP)	:	-12-Months from the date of issuance of virtual completion certificate.
16			
17			
18	Release of Total Security Deposit (EMD & Retention Money)	:	a)“50% of the Total Security Deposit (EMD & Retention Money) shall be refunded to the contractor on”: i) Issue of Virtual Completion Certificate by the Architects on recommendations by ARCHITECT.

		<p>ii) Contractor's removal of his/their materials, equipment, and labour force, temporary sheds/stores etc. from the site, (excepting for a small presence required for the Defect Liability Period/ maintenance and approved by BEDF.)</p> <p>b) The remaining 50% of the amount shall be refunded within 14 (fourteen) days after the end of defects liability period provided he/they has satisfactorily carried out all the works and attended to all defects in accordance with the conditions of the contract, including site clearance .</p>
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INSTRUCTIONS TO TENDERER

Tenders must be submitted in sealed envelopes SUPER SCRIBED “Interior-furnishing & AC work for BASMATI EXPORT DEVELOPMENT FOUNDATION (BEDF), Modipuram, Meerut, Uttar Pradesh, 250110.” and addressed to DIRECTOR, BEDF, 3rd Floor, NCUI Building, August Kranti Marg, New Delhi-110016 and be submitted on/before _____@_____hrs.

1. Any tender delivered or sent otherwise will be at the risk of the Tenderers.
2. The Employer reserves the right to postpone the date for presentation of tenders and will give timely notice of any such postponement to the prospective Tender.
3. The following tenders are liable to rejection:-
 - a) Tender forms containing "overwritten "or" erased" rate or rates and amount shown in "figures and" words" not in English.
 - b) Tender quoting rates on units different from those prescribed in the schedules.
 - c) Tender which omits a quotation on one or more of the items in the schedule.
 - d) Tender which is incomplete, obscure or irregular.
 - e) ConditionalTenders.
 - f) Tender with rates which are obviously unbalanced.
4. Tender in respect of which any request from the Tenderer is received in of additions, alterations, modifications, corrections, etc., of the terms & conditions or rates after opening of tenders.
5. Tender in respect of which canvassing in any form is resorted to by theTenderer
6. Tender received after the time and date specified above.
7. If the Tenderer deliberately gives wrong information in his/their tender or circumstances for the acceptance of his/their tender the Employer reserves the right to reject such tender at any stage.
8. If a Tenderer seeks to clarify his/their quotations or rates, this should only be done in a separate covering letter. No material modifications to the specifications, item descriptions, contract clause etc. will, however, be entertained. Other clarifications may be considered. The contents of a covering letter sent along with the tender will be considered as part of the quotation. If any of these conditions admitted for consideration has a financial bearing on the cost quoted, the additional cost arising out of this condition will be added for comparative evaluation of tenders.
9. By submitting a tender for the work, a Tenderer will be deemed to have satisfied himself/themselves by actual inspection of the site and locality of the work, that the rates quoted by him/them in the tender will be adequate to complete such work according to the specifications and conditions attached thereto and he has taken into account all conditions and difficulties that may be encountered during its progress and to have quoted labour and material rates, which shall include cost of materials with taxes, Octroi, Royalties,VAT and other duties, lead, loading and unloading freight for materials, and all other charges including the furnishing of all plant, equipment, tools, scaffolding and other facilities and services necessary or proper arrangement for the completion and maintenance of the work, except such as may be otherwise

expressly provided in the contract documents for the completion and maintenance of the work to the entire satisfaction of the ARCHITECT/Employer. The TDS amount on prevailing rate and work contract tax /VAT etc. shall be deducted from Contractor's Running Account / Final bills and paid to the Government. Necessary Certificates shall be issued to the Tenderers by the Employer.

10. The successful Tenderer shall make his/their own arrangements for all materials except as specified in the contract if any.
11. The quantities shown in the attached schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Employer. The Employer accepts no liability for their accuracy. The Employer does not guarantee work under each item of the schedule.
12. Tender shall be signed by the Tenderer with his/their signature. Tender by partnership or Hindu joint family firm may be signed in the firm's name by the partners or the Karta or Manager as the case may be or any other duly authorized representative followed by the name and designation of the persons so signing. Attested copy of the Partnership Deed must accompany the tender of any Partnership firm. Tenders by a Company shall be signed with the name of the Company by a person authorized in this behalf and a Power of Attorney / Resolution by the board or other satisfactory proof showing that the person signing the tender document on behalf of the Company is duly authorized to do so, shall accompany the tender. The Employer will not be bound by any Power of Attorney granted by the Tenderer. It may, however recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which may be chargeable to the Contractor.
13. Tenderer should note with their quotations the Tenderers shall sign all schedules, specifications, special conditions, etc., in token of acceptance thereof. The signature on the tender schedule alone shall also be deemed to be taken as acceptance of all these.
14. If a Tenderer expires after the submission of his/their tender or after the acceptance of his/their tender the Employer may deem such tender as cancelled. If a partner of a firm expires after the submission of their tender, the Employer may deem such tender as cancelled if the firm does not retain its character.
15. No contract work, however petty, may be carried out except under or in accordance with a duly executed agreement or on a special written authority from authorized officer of the Employer.
16. No agreement is valid unless signed by the Contractor or his/their duly authorized agent and by a competent person on behalf of the Employer.
17. Further Details of drawings if not supplied with the Tender documents for the work may be seen in the office of M/s. ArushiSaluja Architecture | Interiors, Meerut.
18. The Form of Agreement, Form of Tender, Invitation to Tender, Instruction to Tender, General Conditions of Contract, Additional General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Time Schedule and the rates and amounts accepted against the items of the Tender Schedule together with the Tender covering letter, and all correspondence entered into between the Employer and the Tenderer prior to the issue of the Letter of intent and the Letter of Intent awarding the work and acceptance by tenderer including undertakings related to the award of work shall form the contract.
19. If there is any conflict between any of the provisions in the Special Conditions and those in any of the other documents condition including GCC etc., the provisions in the Special Conditions shall prevail.
20. If there be any difference between the description in the Specification, drawings and the works items in the Tender Schedule, the order of precedence shall be as under:
 - a) BOQ.(Bill of Quantities)
 - b) Technical Specifications.
 - c) Drawings issued 'Valid for Construction'.

Relevant IS Code/ latest CPWD workmanual/ shall be followed wherever not specified/covered in this tender.

21. Acceptance of the tender will be intimated to the successful Tenderer through a letter of acceptance. The Contractor shall then be required to execute an Agreement within the time specified in the letter of acceptance. In the event of failure on the part of the Contractor for acceptance/signing the Agreement within the specified time, the amount of Earnest Money shall be forfeited and the acceptance of his/their tender shall be considered as withdrawn.
22. The forfeiture of Earnest Money is to be considered in addition to liquidated damages which the employer can claim as per any other provisions envisaged for losses, or penalties implied in the provisions of the contract.
23. Disputes, if any, regarding this tender shall be subject to the Jurisdiction of Courts in New Delhi.
24. The tenderer will have to fill their rates only in price bid issued by BEDF. Tenderers in which the price bids are given in any other format are liable to be rejected. In price bid, there shall be no conditions whatsoever. In case any tenderer mentions any condition including conditional rebates in their price bid, tender shall be rejected forthwith.



GENERAL CONDITIONS OF CONTRACT

1. General:

- 1.1 The proposed Office premises is located at BEDF, Modipuram, Meerut, Uttar Pradesh, 250110
- 1.2 The payment shall be made as per actual execution of works.
- 1.3 All works are to be completed in-2-months-time.
- 1.4 The successful tenderer shall submit the schedule for ARCHITECT accordingly.
- 1.5 All or any extra work involved shall be got approved in writing from the Employer before executing the same.
- 1.6 The contracted rate shall be firm till completion of work and same shall be inclusive of State/Central Sales Tax, GST, Service Tax, Excise, Octroi, TurnoverTax, Works Contract Tax, VAT, Service Tax, Royalties and other Taxes, levies, cess applicable during construction period and completion of the work.
- 1.7 Contractor shall extend all sorts of help within his/their purview to other agencies working simultaneously in the same project as per direction of Architect without any extra cost.
- 1.8 The contractor shall make his own arrangement for electrical power supply and water required for the work and nothing extra will be paid for the same. The successful tenderer can avail the water and electric supply facility for labours and construction purpose, which is available at site. However payment / charges should be paid to the main civil contractor as per their mutual understanding without involving Architect or BEDF.

2. Insurance:- On commencement for the work.

- 2.1 The contractor shall take out a suitable CAR. Insurance policy (including Fire, Natural calamities etc. covering entire scope of the works under this contract for the value of work as per contract tender conditions and arrange to keep the policy valid till the completion period including authorized extension of time, if any.
 - 2.2 The contractor shall take out and submit to Bank through Architect, a suitable insurance policy against third party risks. The limit of liability of this insurance shall be limited to `25 Lakhs in respect of anyone accident or series of accidents arising out of one event or ` 10 Lakh in respect of any passer-by. (The policy shall be kept valid, till completion including authorized extensions, if any).
 - 2.3 The contractor shall take out and submit to Employer a suitable Insurance Policy against Workmen's compensation/Janata Policy/group insurance as per requirements. The policy shall be kept valid, till completion including authorized extensions, if any.
 - 2.4 Necessary PF & ESI contribution of contractor's labourers will have to be paid by contractor as per statutory authority's regulations and EMPLOYER shall be absolved of all the risk. (Also refer clause No. 23 of GCC INSURANCE...)
3. The defect liability period shall be as mentioned in Appendix to form of offer Annexure-1, annexed to this document
 4. Contractor shall appoint technically qualified personnel as approved by Architect in Consultation with

the employer and maintain full time, qualified and experienced staff on site. In case the same is not appointed by the contractor, than a sum of Rs.25,000/- per month will be deducted from the final payment due to contractor by BEDF.

5. EMPLOYER has got right to appoint separate contracting agencies for work other than the scope of the tender except otherwise instructed.

6. Total security deposit:

The total Security Deposit shall comprise of:

- a) Earnest Money Deposit.
- b) Retention Money

7. Earnest money deposit (EMD):-

Tenderer shall deposit an amount of Rs. 50,000/- (Rupees Fifty Thousand Only) in the form of Banker's Cheque/Bank Demand Draft drawn on any New Delhi Branch of any scheduled Bank, in favour of BEDF in envelope I. No interest on Earnest Money Deposited by the tenderer shall be paid. Tenders submitted without Earnest Money Deposit as specified shall not be considered. The EMD of the unsuccessful Tenderers will be refunded within a reasonable period of time after the decision to award the work is taken. The EMD shall stand absolutely forfeited if the tenderer revokes his/their tender at any time during the period when he is required to keep his/their tender open for acceptance by the Employer, or if, the tender is accepted, the Contractor fails to pay the security deposit as stipulated/or if he/they fail/s to commence the work within stipulated time.

8. Retention Money

Apart from the Earnest Money Deposit to be made by the Contractor/s as aforesaid, the Retention Money shall be deducted from Progressive Running Account Bills at 3% of the gross value of the work done and claimed in each Running Account bill. Provided that the total Security Deposit i.e. the Earnest Money Deposit amount + the Retention amount shall both together not exceed 10% of the Contract amount as determined after considering all variations as approved. On Virtual Completion of the job and on the Contractor/s submitting to the ARCHITECT, the as-built drawings (including soft copies), the ARCHITECT shall declare the job to be virtually complete, endorsed by the ARCHITECTs and accepted by the Employer and upon this an amount equivalent to 50% of the total security deposit will be refunded to the Contractor/s and balance shall be retained by the Employers till the end of the Defects Liability Period. However, the Contractor/s shall have option to have the balance Retention Money replaced by Bank Guarantee which shall be valid till the end of Defects Liability Period and the same shall be released only upon successful completion of the Defects Liability Period and on finalizing the Final bill.

If the Contractor/s do not carryout the rectification work during the Defects Liability Period, the Employer shall have the right to get such defective work rectified after giving due notice in writing to the Contractor/s and recover the cost of repairs from the money so retained & in case the cost of work incurred by the employer is more than the retention money, the same can be recovered from the contractor.

9. Value of all interim bills shall be as per annexure to form of offer. The Architects shall endorse the bill certified by the ARCHITECT to enable the Employers in releasing the payment. Payment to be released within 10 days of receipt of Architect certificate.

10. The ARCHITECT shall have power to with hold any certificate, if the works or any parts thereof are not carried out to their satisfaction. The ARCHITECT may revise any certificate; make any correction in any previous certificates, which have been issued by them.

11. All respective contract rates under various works include rents, deposits, premiums and other cost of transport, hiring loading and unloading, of all material including all type of taxes, GST, royalties, levies, testing charges, Octroi charges, wastages and damages etc. and the same shall be borne by the Contractor/s.
12. The Employers reserve their right of adding, altering or deleting any items from the scope of the contractor's works for which no compensation of whatsoever type will be paid to the contractor. This shall also include the profits and overheads or any other claims by the Contractor/s.
13. Time shall be the essence of the contract and the decision of the ARCHITECT and/ or the employer in the matter of date of start, suspension and completion of the work shall be final and binding upon the contractor.
14. Security/Watchman:- The Contractor shall maintain at his/their cost, 24 hours / watchman / security system or watch and ward of their materials/property. They shall not allow any unauthorized persons to enter the premises/building and on failure of the same, the contractor shall be held liable for all costs & damages.
15. Addenda

Addenda to the tender document may be issued (if required) on APEDA's website only, to clarify documents or to reflect modifications to the design or contract terms. Each bidder shall submit the same along with his/their tender. All addenda issued by the BEDF shall become part of Tender Document.

16. Mobilization Advance – No Mobilization Advance Will be paid.

17. TERMINATION OF CONTRACT BY BEDF:

If the Contractor being an individual or a firm, commits any "Act of insolvency" or shall be adjudged as insolvent or being an incorporated Company shall have an order for compulsory winding up or applies for voluntary winding up or subject to the supervision of the court and of the official Assignee or the Liquidator in such acts of insolvency or winding up shall be unable within Five days after notice to him/them requiring him/them, to show to the reasonable satisfaction of the Architect/Employer that he/they is/ are able to carry out and fulfil the Contract, and to give security therefore, if so required by the Architect/Employer **Or** if the contractor (whether an individual; firm or incorporated company) shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the Contractor

Or shall assign or sub-let the Contract without the consent in writing of the Architect / Employer first obtained

Or shall charge or encumber this Contractor any payments due or which might become due to the Contractor any payments due or which might become due to the Contractor there under

Or if the Architect shall certify in writing to the Employer that the Contractor:

- i. Has abandoned the Contract, or
- ii. has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for Five days after receiving from the Architects written notice to proceed, or
- iii. has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be complete with the time agreed upon, or

- iv. has failed to remove materials from the site or to pull down and replace work for Five days after receiving from the Architects written notice that the said materials or work were condemned and rejected by the Architects, or
- v. Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed. By the Contractor for Five days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same or
- vi. Has to the detriment of good workmanship or in defiance of the Architects instruction to the contrary sublet any part of the Contract.

Then in any case of the said cases mentioned above, the employer may not withstanding any previous waiver, after giving Five days' notice in writing to the Contractor, determine the Contract but without thereby affecting the powers of the Architect, or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if Contract has not been determined and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer, may enter upon and take possession of the work and all plant, tools, scaffoldings, sheds, machinery, seaman and other power utensils and material lying upon the premises or the adjoining lands or roads and use the same as his/their own property or may employ the same by means if his/their own servants and workmen carrying on and completing the works and the Contractor shall not in any way interrupt or to do any act, matter or things to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the Architect shall give a notice in writing to the Contractor to remove his/their surplus materials and plant, and should the Contractor fail to do so within a period of 14 days after receipt thereof by him/them the employer may sell the same by public auction and shall give credit to the Contractor for the amount realized after deducting there from the costs of removal and sale by the Employer for the values of the said materials and the expenses or loss which the Employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall there upon be paid by the Employer, to the Contractor, or, by the Contractor to the Employer, as the case may be, and the certificate of the Architect / Employer shall be final and conclusive between the parties. On termination of the contract, the contractor shall forth with remove himself/themselves and his/their workmen from the works site.

18. TERMINATION OF THE CONTRACT BY THE CONTRACTOR:

If payment of the amount payable by the Employer under the Certificates of the Architect shall be in arrears and unpaid for 30 (thirty) days after notice in writing requiring payment of the amount shall have been given by the Contractor to the Employer, or the Employer commits any 'Act of Insolvency', or if the Employer being adjudged insolvent or (being an incorporated company) shall have an order made against it or pass an effective resolution for winding up either compulsorily or subject to the supervision of the court or voluntarily, or if the official assignee of the Employer shall repudiate the contract, or if the official assignee or the liquidator in any such winding up fails within 15 (Fifteen) days after notice to him/them requiring him/them to do so, to show to the reasonable satisfaction of the Contractor that he/they is able to carry out and fulfil the Contract and to make all payments due, and to become due hereunder and if required by the Contractor, to give security for the same, or if the works be stopped for 3 (three) months under an order of the Architects or the Employer etc. any of or by any injunction or other orders of any court of law, then and in any of the said cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer, through the Architects, and he/they shall be entitled to recover from the employer payment for all works executed and for any loss he/they may

Sustain upon any plant or material supplied or purchased or prepared for the purpose of the Contract.
Minimum notice period for the contractor's determination shall be 3 (three months)

In arriving at the amount of such payment, the net rates or prices quoted for lumpsum work contained in the Contractor's original tender shall be followed or where the same may not apply, valuation shall be followed, or where the same may not apply, valuation shall be made in accordance with clause 42b (PRICESFOREXTRA.....)



ADDITIONAL GENERAL CONDITIONS OF CONTRACT – (ANNEXURE- 4)

1. Definitions and Interpretations:

In the contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise required:-

- A. **"EMPLOYER/CLIENT"** means BEDF (having their office at BEDF Head Office, APEDA, 3rdFloor, NCUI Building, August Kranti Marg, New Delhi-110016 and shall include his/their heirs, legal representatives, shall include assignees & successors.
- B. **"CONTRACTOR"** shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include the legal representative or such individual or the persons, comprising such firm or company or the successors of such firm or company and the permitted assigns of such individual or firm or company.
- C. **"ARCHITECT"** shall mean **Arushi Saluja Architecture | Interiors having their office at 181, T10, Abulane, Meerut** engaged by BEDF to act as ARCHITECT for the purpose of the contract and shall include his/their heirs, legal representatives, assignees and successors.
- D. **"CONTRACT"** means the documents forming the tender and acceptance thereof together with documents referred to therein or individual works orders in the case of terms of contracts including the General Conditions of Contract, Special Conditions, the Appendix, Bill of Quantities, Schedule of rates and prices or the rates quoted, scope of work, Specifications, Drawings and the Contract Agreement if completed and all these documents correspondence prior to Letter of Intent awarding the work as applicable taken together shall be deemed to form the Contract and shall be complementary to one another.
- E. **"CONTRACT PRICE"** means the sum named in the letter of acceptance or the contract subject to such additions thereto or deductions there from as may be made under the provisions hereinafter contained in the contract.
- F. i) **"WORK"** Works means all the works specified or set forth and required in and by the said specifications, drawings and schedule here to annexed or to be implied there from and shall include both permanent works and temporary works, whether original, altered, substituted or additional, to be executed in accordance with the contract.
- ii) **"PERMANENT WORKS"** means the permanent works to be executed and maintained in accordance with the contract.
- (iii) **"TEMPORARY WORKS"** means all temporary works of every kind (other than Contractor's Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.

- G. "SPECIFICATION" means the specification referred to the tender and any modification thereof or addition there to as may from time to time be furnished or approved in writing by the Architect.
- H. "DRAWINGS" means the drawings, maps, plans & tracings or prints there of or referred in the contract, any modification of such drawings approved in writing by the Architect and such other drawings as may from time to time be furnished or approved in writing by the Architect.
- I. "SITE" shall mean the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- J. "NOTICE" in writing or written notice means a notice in writing typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- K. "APPROVED" means approved in writing including subsequent written confirmation of previous verbal approval and "Approval" means approved in writing including as aforesaid.
- L. "MONTH" means month according to Gregorian calendar.
- M. "SCHEDULED BANK" means bank included in the second schedule to the Reserve Bank of India Act, 1934.
- N. "SUB-CONTRACTOR" means any person, firm or corporation having a contract for the execution of a part or parts of the work included in the contract and a person, firm or corporation furnishing materials called for in the contract and worked to a special design according to the specifications.
- O. "VIRTUAL COMPLETION" means that the constructions of works specified are of the works is sufficiently completed in accordance with the contract, as modified by any changed or variation orders agreed to by the parties so that the Employer can occupy the same for the use it was intended.
- P. "CONTRACT PERIOD" means the accepted period of consecutive days stated on the Form of Tender starting from the Architect or Employer's order to commence the work.
- Q. "ACT OF INSOLVENCY" means any act of Insolvency defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any Act amending such original act/s.
- R. "THE DATE OF COMPLETION" is the date or dates for completion of the work or works or any part of the works set out or ascertained in accordance with the individual works orders and the tender documents or any subsequent amendments thereto
- S. "SINGULAR AND PLURAL" words importing persons include firms and corporations, words importing the singular party only also include the plural and viceversa where the context requires.

2. Consultant:-

The Consultant engaged by the Employer shall supervise the works and to test any materials to be used in the works. The contractor shall offer the Consultants every facility and assistance for examining the works and materials and checking and measuring works and materials. All correspondence related to the contract shall be routed through the ARCHITECT.

3. Duties and Powers of consultant:-

Consultant's duties are to watch and supervise the works of and to test any materials to be used or workmanship employed in connection with the works, quality control, Project Scheduling and monitoring and co-ordinating with all other Agencies, recording of measurements, certification of bills, preparing extra/deviation items, excess/ saving statement, preparing Minutes of Meeting etc. They shall have no authority either to relieve the Contractor of any of his/their duties or obligations under the contract or except those expressly provided hereunder, to order any work involving delay or any extra payment by the Employer or any variation of or in the works.

Wherever it is mandatory by law, that the Contractor appointed by the Employers shall be registered with the Local Authorities as Supervisor, the incumbent so selected shall so forthwith show his/their registration.

The Contractor shall afford the ARCHITECT every facility and assistance for examining the works and materials and checking and measuring time and materials. The ARCHITECT shall have no power to revoke, alter, enlarge or relax any requirements of this contract or to sanction any day work, additions, alterations, deviations or omissions unless such an authority may be confirmed by written order of the employer.

The Consultant shall act in consultation with the Architect in regard to the quality of all aspects of work and, will finalise the selection of finishing materials. The ARCHITECT shall jointly record the measurements with Contractor's representative for all items of works and on completion handover the records to the Employer.

The Consultant shall have the power to give notice to the Contractor or his/their Engineer-In-Charge, about the non-approval of any work or materials and such works shall be suspended or the use of such materials should be discontinued until the decision of the Architects/ Employer but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the work or after the same is completed. Subject to the limitations of this clause, the Contractor shall take instructions only from the Architects/ Employer as the case may be through ARCHITECT.

The ARCHITECT shall have such other power and discharge other functions as are specifically provided in this contract included such incidental or consequential powers or duties, subject always to such specific instructions or directions of the Employer, which shall be duly notified to the Contractor/s.

4. Scope of Contract:

The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the ARCHITECT/Architect/Employer. The Architect may in his/their absolute discretion and from time to time, issue further drawings and/or

Written instructions, details, directions and explanations which are hereafter collectively referred to as "Instructions" reflected either in the minutes or in any other form in regard to:

- a) The variation or modification of the design, quality or quantity of works or the additions or omissions or substitutions of any work.
- b) Any discrepancy in the drawings and/or drawings and/or specifications.
- c) The removal from the site of any material brought thereon by the contractor and the substitution of any other material thereafter.
- d) The removal and/or re-execution of any works executed by the Contractor.
- e) The dismissal from the works of any person employed there upon.
- f) The opening up for inspection of any work covered up.
- g) The amending and making good of any defects.
- h) Removal of improper works and materials.
- i) Assignment and subletting.
- j) The Employer shall have a right to delete or reduce any scope of work or any item from the contract and contract or shall not make any extra claim on this count
- k) Postponement of any work to be executed under the provision of the contract.

The contractor shall forthwith comply with and duly execute any work comprised in such Architect/Employer/ Architect instructions, directions and explanations given to the Contractor or his/their representative. If instructions, directions upon the works by the Architect/Employer/ARCHITECT shall, involving a variation be confirmed in writing by the Contractor, within 7 days and if not dissented in writing within a further 7days by the Architect/Employer, such instructions shall be deemed to be the "Employer/Architect Instructions" within the scope of the contract. If compliance with these instructions as aforesaid involves work and/or expenses and/or loss beyond that contemplated by the contract, then, unless the same were issued.

- l) If the Contractor fails to comply with the Employer/Architect /ARCHITECT instructions within a fortnight after the receipt of written notice from the Employer/Architect requiring compliance with such instructions, the Employer, through the Architects, may employ some other agency to execute any work whatsoever which may be necessary to give effect to such instructions.

For the purpose of entering day-to-day instructions by the Employer/ARCHITECT, the Contractor shall maintain at his/their own cost, a 'Site Instructions Book' in quadruplicate in which the instructions shall be entered by Employer/ARCHITECT.

'Instructions' to the Contractor shall be generally issued through ARCHITECT. However Employer, for the sake of urgency as a result of inspection or otherwise, may issue instructions directly with the knowledge of the ARCHITECT who should ratify the same promptly.

5. Drawings and Specifications:

The Work shall be carried out to the entire satisfaction of the Employer/Architect or their Consultants and in accordance with the signed drawings, specifications, preambles and such further drawings and details as may be provided by the ARCHITECT and in accordance with such written instructions, directions and explanation as may from time to time be given by the Employer/ Architect whose decisions as to sufficiency and quality of the work and materials shall be final and binding upon all parties.

The Contractor before the issue of the Final Certificate shall return all drawings, certified copy of tender document together with specifications to the Architects. The Original Contract documents shall remain in the custody of the Employer and shall be produced by him/them at his/their office as and when required. Any additional prints of drawings if any, required by the Contractor/s, may be supplied by the Architect but on the payment of charges.

Any work indicated on the drawings and not mentioned in the specification or vice-versa shall be furnished as though fully set forth in both. Work not specifically detailed, called for, marked or specified shall be the same as similar parts that are detailed marked or specified.

The Contractor's work shall not deviate from the drawings and the specifications. The Architect interpretation of these documents shall be final and without appeal.

Errors or inconsistencies discovered in the drawings and specifications shall be promptly brought to the attention of the Architect for interpretation or correction. Local conditions, which may affect the work, shall likewise be brought to the Architect attention. If at any time, it is discovered that work is being done which is not in accordance with the contract drawings and specifications, the contractor shall correct the work immediately. Corrections of defective work shall not be a basis for any claim for extension. The Contractor shall not carry on work except with the knowledge of the Architect.

Figured dimensions on the scale drawings and large size details shall govern and large size details shall take precedence over small-scale drawings. Any work done before receipt of such details, if not in accordance with the same, shall be removed and replaced or adjusted as directed, by the Contractor without expense to the Employer. These general conditions apply with equal force to all the work including authorized extra works.

All Drawings, Specifications and copies thereof furnished by the Architect are his/their property. They shall not be used on any other work and shall be returned to the Architect at his/their request on completion or termination of the Contract.

At the completion of the contract, the contractor shall return to the Architect, all drawings/copies provided under the contract.

The Architect shall have full power and authority to supply to the Contractor through ARCHITECT from time to time during the progress of works such further drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

6. Discrepancy in Various Documents:

The Contractor shall provide everything necessary for the proper execution of the works according to the true intent of and meaning of the Drawings, Specifications etc. taken together whether the same may or may not be particularly shown or described therein, provided that the same can be inferred there from. If the Contractor finds any discrepancy in the Drawings or between the drawings, Specifications etc., he/they shall immediately refer the same in writing to the Architect who shall decide which shall be followed, and his/their decision shall be final and binding on contractor after Employer's concurrence.

7. Authorities, Notices, Patent Rights & Royalties:-

The Contractor shall conform to the provisions of the statutes relating to the works and to the Regulations and Bye Laws of any Local Authority and of any Water, Lighting or other Companies or Authorities with whose systems the structure is proposed to be connected and shall before making any variation from the Drawings and Specifications that may be necessitated by so conforming, give to the Architect written notice, specifying the variations proposed to be made and the reason for making it, and apply for instructions thereon.

The Contractor shall bring to the attention of the ARCHITECT, all notices required by the said Acts, Regulations or bye laws to give to any authority and pay to such authority or to any public offices, all fees that may be properly chargeable, in respect of the works and lodge the receipts with the Employer through ARCHITECT.

The Contractor shall indemnify the Employer against all claims in respect of patent rights, design, trademarks or name or other protected rights in respect of any constructional plant machine, work or material used for or in connection with the works or temporary works from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless she/they has informed the Architect before any such infringement and received their permission to proceed and shall himself/themselves pay all royalties, license fees, damages, costs and charges of all and every part that may be legally incurred in respect thereof.

8. Contract Price:

The Contract Price shall not be adjusted or altered in any way whatsoever otherwise than in accordance with the express provisions of these conditions and subject to Clause 40C ----- (ALTERATION...)of these conditions.

9. Contract Bills:

The Contract Bills for certificate of payment shall be described in mode of payment.

Any error in description or omission of items from the Contract bills shall not vitiate this contract but shall be corrected and deemed to be a variation required by the Architect.

10. General Obligations:

Contractor's General Responsibilities

- a) The Contractor shall be responsible, subject to the provisions of the Contract and with due care and diligence, to execute and maintain the works and provide all labour including the supervision thereof,

new material, Constructional Plant and all other things whether of a temporary or permanent nature, required in and for such execution and maintenance so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.

- b) The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of construction, provided that the Contractor shall not be responsible except as may be expressly provided in the Contract for the design or specification of the Permanent Works or for the design or specification of any Temporary works prepared by the Architect.

11. Contract Agreement:

The Contractor shall when called upon to do so enter into and execute a Contract Agreement to be prepared and completed at the cost of the Contractor in the form annexed herewith such modifications as may be necessary.

12. Performance Bond:

The Contractor shall, at his/their own expense provide or obtain a Bank Guarantee in the format approved by the Employer to be jointly or severally bound to together with him/them to the Employer in the sum provided in the tender for the due performance of the Contract. (Refer appendix to form offer –Annexure-1 ITEM NO 18).

13. Inspection of Site:

- a) The Contractor shall inspect and examine the site and its surroundings and information available in connection therewith and shall satisfy himself/themselves so far as is practicable before submitting his/their tender as to the site conditions, the extent and nature of work and materials necessary for the completion of the works, the means of access to the site and accommodation he/they may require and in general shall himself/themselves obtain all necessary information subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his/their Tender.

14. Sufficiency of Tender:

- a) The Contractor shall be deemed to have satisfied himself/themselves before tendering as to the correctness and sufficiency of his/their tender for the works and of the rates and prices stated in Schedule of Quantities/Scope of work and/or the Schedule of Rates and Prices, which rates and prices shall cover all his/their obligations under the Contract, and all matters and things necessary for the completion of the works.
- b) Contractor not Entitled to Extra Payment

Except otherwise specifically provided for in the Contract, the Contractor shall not be entitled to any extra payment neither from resale of any material etc. nor to be relieved from any of his/their obligation for reasons of his/their misunderstanding, or his/their failure to obtain correct information or his/their inability to foresee any matter which may affect the execution or maintenance of the works.

15. Work to be to the Satisfaction of the Project Architect

The Contractor shall execute and maintain the works in strict accordance with the contract to the satisfaction of the Project Architect and shall comply with and adhere strictly to the instructions and directions from them or their representative/s.

16. Programme to be furnished:

- a) Within a 15 days' time after the acceptance of his/their Tender, the Contractor shall submit to the ARCHITECT for his/their approval and/or information a BAR Chart/chart showing the order of procurement and method in which he/they proposes to carry out the works, a general description of the arrangements and methods which he/they proposes to adopt for the execution of the Works, the Temporary Works which he/they intends to supply, use or construct as the case may be, the scheduling of samples, Shop Drawings and approvals from concerned authorities as required under the contract.
- b) If the actual progress of the works does not conform to the approved chart, the Contractor shall be required to submit a revised programme and implement the same for the completion of the works with in the stipulated time for completion.
- c) List of personnel at site, Authorized representative, Technical & non-technical staff, labours force, Security arrangement deployed at site for on schedule completion of this contract.
- d) The submission to and approval by the ARCHITECT of such programs shall not relieve the Contractor of any of his/their duties or responsibilities under the contract.

17 Contractor's Superintendence:

The Contractor shall give or provide all necessary superintendence during the execution of the works and as long thereafter as the ARCHITECT/Employer may consider necessary. The Contractor or one of his/their competent and authorized agent or representative is to be constantly on the works and shall give his/their whole time to the superintendence of the same. Such authorized agent or representative shall receive on behalf of the Contractor the directions and instructions from the Architect/Employer.

18 Contractor's Employees:

- a) The Contractor shall provide and employ on the site skilled and experienced technical assistants, foremen and leading hands to give proper supervision and such skilled, semi-skilled and unskilled labour for the proper and timely execution and maintenance of the works.
- b) The Contractor shall be required to remove forth with from the works any person employed by the Contractor in or about the execution or maintenance of the works who in the opinion of the ARCHITECT/Employer misconducts himself/themselves or incompetent or negligent and thus considered to be undesirable and shall be replaced as soon as possible by a competent substitute approved by the ARCHITECT/Employer.

19 Setting Out:

The Contractor at his/their own expenses to set out the works accurately in accordance with the plans and to the complete satisfaction of the ARCHITECT. The Contractor shall be solely responsible for the true and perfect setting out of the works in relation to original points lines and levels of reference

and for the correctness of the positions levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection there with.

The responsibility for the true and proper setting out rests with the Contractor who shall rectify any error at his/their own cost to the satisfaction of the ARCHITECT, unless such error is based on incorrect data supplied in writing by the Architect or his/their Representative, in which case the expenses of rectifying shall be borne by the Employer. The checking of any setting out or of any line or level by the ARCHITECT/Architect or his/their Representative shall not in any way relieve the Contractor of his/their responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all benchmarks, pegs and other things used in setting out the works.

20 Security and maintenance of Premises Lighting:

The Contractor shall in connection with the works provide and maintain at his/their own cost all lights/guards when and where necessary or required by the ARCHITECT or his/their Representative or by any duly constituted authority for the protection of the works or for the safety and convenience of the public or others.

21 Care of Works:

- a) From the commencement to the completion of the works, the Contractor shall take full responsibility for the care thereof and of all temporary works, and in case any damage, loss or injury shall happen to the works or to any part thereof or to any temporary works from any cause whatsoever, save and except risks as defined in sub-clause (b). In this clause, shall at his/their own cost, repair and make good the same, so that at completion, the permanent works shall be in good order and condition and in conformity in every respect with the requirements of the contract and the Architect instructions. In the event of any such damage, loss or injury happening from any of the excepted risks, the contractor shall, if and to the extent required by the Architect and subject always to the provision of Clause mentioned elsewhere in the conditions hereof, repair and make good the same as aforesaid at the cost of the Employer. The Contractor shall also be liable for any damage to the works occasioned by him/them in the course of any operations carried out by him/them for the purpose of complying with his/their obligations under Clause 40-41---(ALTER-ADD and CONTRACTOR TO SEARCH) thereof.

- b) Excepted Risks:

The "Excepted Risks" are Force majeure, exceptionally incremental weather, fire, earthquake, civil commotion, riot, lockout, strike, war, hostilities (whether war be declared or not), invasion act of foreign enemies, rebellion, revolution in correction or military or usurped power civil war or a cause solely due to or use or occupation by the Employer of any portion of the works in respect of which a Certificate of Completion has been issued all of which are here in collectively referred to as "Excepted Risks".

23 Insurance in Respect of Damage to Person and Property:

From Commencement to Completion, the Contractor shall be responsible for all injury to persons, animal or things and for all structural and decorative damage to property which may arise from operation or neglect of himself/themselves or any subcontractor or of any of his/their or a subcontractor's employee whether such injury or damage may arise from carelessness, accident or any other cause whether in any way connected with the carrying out of this contract. This clause shall be held to include inter alia any damage to building, whether immediately adjacent or

damages to roads, streets, foot paths, bridges, or ways as well as all damage to the buildings and works forming subject of this contract by first or other inclemency weather. The contractor shall indemnify the Employer and hold him/them 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 any award of compensation or damages consequent upon such claim.

The Contractor shall reinstate all damage of every spot mentioned in this clause so 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. The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other party in respect of anything which may arise in respect of the works or in consequence there of and shall at his/their own expense effect and maintain until the virtual completion of the contract with an approved office a policy of insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Employer on the signing of the contract. The Contractor shall also indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other statute in force during the currency of this contractor at common law in respect of any employee of the Contractor or of any sub-contractor and shall at his/their own expense effect and maintain until the virtual completion of the contract, with an approved office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Employer from time to time during the currency of the contract.

The Contractor shall be responsible for anything, which may be excluded from the Insurance Policies above referred to, and also for all other damages to any property arising out of and incidental to the negligent or defective carrying out of the contract; however such damage shall be caused.

The Contractor shall at all times indemnify the Employer and keep indemnified in respect of any costs, charges for expenses arising out of any claim that may arise on account of the Contractor's operation at the site or proceedings and also in respect of any award of or compensation of damages arising there from. It shall also be the Contractor's responsibility to file and pursue with the Insurance Company for a claim if any.

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

Before commencing the work, the Contractor shall with out limiting his/their obligations and responsibilities under the condition, obtain the necessary insurances. If he shall fail to effect and keep in force the insurances referred to in this clause or another insurances which he may be required to effect under the terms of contract then the contractor shall be fully responsible for the consequences of such a default. In any such case the Employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for the purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any monies due or which may become due to the Contractor or recover the same as a debt due from the Contractor. However the employer has no obligation of any sort to keep insured as above mentioned.

The Contractor shall provide the Employer with documentary evidence from time to time that he/they has taken all the insurance policies mentioned in the foregoing paragraphs and that he/they has paid the necessary premium for keeping the policy valid till the works are completed and handed over to the employer.

The ARCHITECT shall ensure the validity of the insurance policies on behalf of the Employer. If extension of time limit is granted by Employer, he/they shall have to ensure that the insurance policies are progressively extended. In addition to above please refer clause no.35 Insurance against third party risks under Special Conditions of Contract.

24 Compliance with Statutes, Regulations etc.

The Contractor shall comply with the provision of Payment of Wages Act,1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Maternity Benefits Act 1961 and the Contractor's Labour (Regulation and Abolition) Act 1970 or any such statutes ordinance or have and the modification thereof and the regulation or Bye-Laws of any local or other duly constituted authority and rules and regulations of public bodies and companies which may be applicable to the works or to any temporary works as afore said and shall keep the Employer indemnified of every kind for breach of any such statute, ordinance or Law Regulation or Bye-Laws.

Contractor, as required, will pay necessary P.F. and E.S.I contribution for the contractor's workers and Employer shall be absolved of all these risks.

The Successful Contractor, on award of the work and after completion of entire System shall obtain N.O.C./Permission/ Licences from concerned local authorities/statutory bodies (which shall include applying, follow up, liaisoning and obtaining the interim/final permission along with commissioning as per statutes).

25 Fire Insurance: As per C.A.R. Policy

26 Giving of Notices and Payment of Fees

The Contractor shall give all notices and pay all fees required to be given or paid by any National or State Statute Ordinance or other Law or any Regulation or Bye-Law of any local or other duly constituted authority in relation to the execution of the works or of any temporary works and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the works.

27 Returns of Labour etc.:

The Contractor shall furnish all such information regarding the supervisory staff, the numbers of the several classes of labour from time to time employed on the site, constructional plant etc. as the ARCHITECT may require.

28 Materials and Workmanship:

a) Quality of Material and Workmanship and Tests:

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the ARCHITECT instructions and the contractor shall upon the request of the ARCHITECT furnish to them all invoices, accounts, receipts and other vouchers to prove the materials comply therewith and shall be subjected from time to time to such tests as the ARCHITECT may direct at the place of manufacture or fabrication or on the site or at all or any of such places. The Contractor shall at his/their own cost provide such assistance, instruments,

machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the works for testing as may be selected and required by the ARCHITECT. The material testing shall be done at approved labs /institutes like VJTI/IIT/ VICT and other govt labs as directed by Project Architects/ Employer.

a) Cost of Samples and Shop Drawings:

All samples for the fittings and fixtures, hardware etc. should be submitted for approval before using in the work. The Contractor at his/their own cost as directed by the Architect shall supply all Samples and Shop Drawings. (3 sets)

b) Cost of Tests

The cost of making any test shall be borne by the Contractor, if such test is clearly intended by or provided for in the contract and in the cases only for a test under load or of a test to ascertain whether the construction of any finished or partially finished work is appropriate the contract in sufficient detail to enable the Contractor for the purposes which it was intended to fulfil is particularized in to price or allow for the same in tender. Further the cost of tests, if as per advice/instruction of statutory authorities/ /CTE'S Organisation, CVC shall be borne by the contractor.

c) Cost of Test not provided for etc.

If any test is ordered by the Project Architect which is either:

i) Not so intended by or provided for or,

ii) (In the case above mentioned) is not so particularized or,

iii) Though so intended or provided for is ordered by the Project Architect to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested, then the cost of such test shall be borne by the Contractor if the test shows the workmanship or materials are not in accordance with the provisions of the contract or the Architect instructions but otherwise by the Employer.

26 Examination of Work

a) Examination of Work Before Covering Up:

No work shall be covered up or put out of view without the approval of the Project Architect and the Contractor shall afford full opportunity for the Project Architect to examine and measure any work which is about to be covered up or put out of view and the Contractor shall give due notice to the Project Architect whenever any such work is ready or about to be ready for examination and the ARCHITECT shall without unreasonable delay unless he/they considers it necessary and advises the contractor accordingly attend for the purpose of examining and measuring such work.

b) Uncovering and Making Openings:

If the Contractor puts any part of the works or covers up or puts out of view before he/they has notified the ARCHITECT and received instructions, he/they shall be liable to reinstate all work that may subsequently be, at any time, damaged on account of any defect in or insufficiency of

the works. The Contractor shall at the request of the Architect, open up for inspection any work, and should the Contractor refuse or neglect to comply with such requests, the Employer through the Architect, may employ other agency to open up the same. If the said work has been covered up in contravention of the Architect instructions, or if on being opened up, if found not in accordance with the drawings and the specifications or the instructions of the Architect, the expenses of opening it again, whether done by the Contractor, or such other agency, shall be borne by the Contractor, and shall be recoverable from him/them by the Employer or may be deducted by the Employer from any money due or which may become due to the Contractor. If the work has not been covered in contravention of such instructions and found to be in accordance with the said drawings and specifications or instructions than the expenses aforesaid shall be borne by the Employer and be added to the contract sum; provided always that in the case of other urgent work so open up and required immediate attention, the Architect shall within 7 days after receipt of written notice from the Contractor that the work has been opened make or cause the inspection thereof to be made at the expiration of such time, if such inspection shall not have been made. The contractor may cover up the same and shall not be required to open it up again except at the expenses of the Employer.

27 Improper Works

a) Removal of Improper Work and Materials:

The Project Architect shall during the progress of the works have power to order in writing from time to time.

- i) The substitution of proper and suitable material and,
- ii) The removal and proper re-execution notwithstanding any previous test thereof or interim payment therefore of any work which in respect of materials or workmanship is not in accordance with the contract in the opinion of the ARCHITECT.

b) Default of Contractor in Compliance:

In case of default on the part of the Contractor in carrying out such order/direction the Employer shall be entitled to employ and pay other agency to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him/them by the Employer or may be deducted by the Employer from any amount due or which may become due to the Contractor which shall be final and conclusive.

28 Suspension of Work:

The Contractor, shall on the written direction of the Architect/Employer suspend the progress of the works or any part thereof for such time or times and in such manner as the Architect may consider necessary and shall during such suspension properly protect against threats or damage and secure the work, so far as is necessary in the opinion of the Architect. The cost, if any, incurred by the Contractor in giving effect to the Architect instructions and Architect recommendations, if any, under this clause shall be borne and paid by the Employer unless such suspension is:

- i) Otherwise provided for in the contract or
- ii) Necessary by reason of some default on the part of the Contractor or Provided that Contractor shall not be entitled to recover any such extra cost unless he/they gives written notice of his/their intention to claim to the Architect on receipt of the Architect order/direction. The Architect shall settle and determine the payment and/or extension of the time under Clause 35 DELAYS & EX hereof to be made to the Contractor in respect of such claim, as shall, in the opinion of the Architect, be fair and reasonable which shall be final and conclusive.

29 Commencements of Works:

The Contractor shall commence the works on site within 7 days after the receipt by him/them of an order in writing to this effect from the Employer or the date of possession whichever is later and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Architect/Employer or be wholly beyond the Contractor's control.

30 Possession of Site:

- a) Save in so far as the contract may prescribe and with the Employer's written order to commence the works, the Contractor shall be given possession of the whole of the site or part by part progressively enabling him/them to commence and proceed with the execution of the works in accordance with the programme referred to in Clause 16 hereof. If the Contractor suffers delay on account of the Employer's failure to give possession of site in accordance with the terms of this clause, necessary extension of time (without any financial implications) shall be granted by the Employer for the completion of the entire works, on recommendations of ARCHITECT.
- b) The Contractor shall bear all costs and charges for special or temporary way leaves required by him/them in connection with access to the site. The Contractor shall also provide at his/their own cost any additional accommodation outside the site required by him/them for the purposes of the works.

31 Time for Completion

Subject to any requirement in the contract as to completion of any section of the works before completion of the whole, the whole of the works shall be completed within -2- (Two) months including monsoon season. The time stated in the contract shall be calculated from the date of Commencement or such extended time as may be allowed under Clause 35 (DELAYS AND EXT..) hereof.

34.1 Certification of Virtual Completion of Works

The contractor shall report in writing to the ARCHITECT when the works are completed in all respects. The ARCHITECT shall, after the verification of works and in consultation with Architects, issue to the contractor a certificate (along with list of defects / rectification to be attended as per clause No. 39- ----(DEFECTS)) to be called "Virtual Completion Certificate" a copy whereof shall be submitted to the employer to enable it to take possession of the completed works. The Defects Liability Period shall commence only from the date of issue of such Virtual Completion certificate.

32 Delays and Extension of Time for Completion

If, in the opinion of the Employer, the works be delayed (a) by force majeure (b) by reason of any exceptionally incremental weather or (c) by reasons of proceedings taken or threatened by or dispute with adjoining or neighbours of adjoining properties or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of the other Contractor/s or Tradesman engaged or nominated by the Employer or the Architect and not referred to in the Schedule of Quantities and/or specifications or (e) by reason of the Architect / employer instruction or (f) by reason of civil commotion, local commotion of workmen or strike or lockout affecting any of the building trades or (g) due to extra or additional work or other circumstances provided the Contractor has intimated to the Architect/ employer through ARCHITECT full and detailed particulars soon

after such work has been commenced or (h) in consequence of the Contractor, not having in due time necessary instructions from the Architect/ through ARCHITECT for which he/they shall have specifically applied in writing ahead of time, giving the Architect reasonable time to prepare such instructions, the Employer shall make a fair and reasonable extension of time for completion of work. In case of such strike or lockout, the Contractor shall, as soon as may be, give written notice thereof to the ARCHITECT but the Contractor shall nevertheless constantly use his/their endeavours to prevent delay and do all that may reasonably be required to the satisfaction of the ARCHITECT/ Employer to proceed with the work.

33 Rate of Progress:

The whole of the material, plant and labour to be provided by the Contractor in tune with Clause 13---(INSPECTION OF SITE) hereof and the mode, manner and speed of execution and maintenance of the works are to be of a kind and constructed in a manner approved of by the ARCHITECT. Should the rate or progress of the works or any part thereof, be at any time in the opinion of the ARCHITECT too slow to ensure the completion of the works by the prescribed time or extended time for completion, the ARCHITECT shall so notify the Contractor in writing and the Contractor shall there upon take such steps as the Contractor may think necessary and the ARCHITECT may approve to expedite progress so as to complete the works by the prescribed time or extended time for completion. If the work is not being carried out by day and night the Contractor shall request permission to work by night as well as by day and if the Architect/Employer shall grant such permission the Contractor shall not be entitled to any additional payment for so doing but if such permission shall be refused and there shall be no equivalent practicable method of expediting the progress of works, the time of completion of the works shall be extended by the Employer by such period as is solely attributable to such refusal. All work at night shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify the Employer from and against any liability for damage on account of noise or other disturbance created while or in carrying out the work and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in regard or in relation to such liability.

34 Liquidated Damages for Delay

If the Contractor fails to complete the works within the time prescribed by Clause 34 hereof or extended time then the Contractor shall pay to the Employer the sum stated in the Tender as Liquidated Damages for such default at Annexure - A Clause 11. The Employer may deduct without prejudice to any other method of recovery deductible amount of such extent from the money that stands due or which may become due to the Contractor. The payments or deduction of such damages shall not relieve the Contractor from his/their obligations and liabilities under the contract.

35 Certificate of Completion of Works:

- a) When the whole of the works have been substantially completed and have satisfactorily passed any final test that may be prescribed by the contract, the Contractor may give a notice to the effect to the ARCHITECT accompanied by an undertaking to finalize any outstanding work during the period of maintenance. Such notice and undertaking shall be in writing and shall be deemed to be a request by the Contractor for the ARCHITECT to issue a Certificate of Completion in respect of the works. The Architect, shall within twenty eight days of the date of delivery of such notice either issue to the Contractor, with a copy to the Employer, a Certificate of completion stating the date on which, in his/their opinion, the works were substantially/virtually completed in accordance with the contract or give instructions in writing to the Contractor specifying all the work which, in the Architect opinion, requires to be done by the Contractor before the issue of such Certificate. The ARCHITECT shall also notify the Contractor of any defects in the works affecting substantial completion that may appear after instructions and before completion of the

Works specified therein. The Contractor shall be entitled to receive such certificate of completion within twenty-eight days of completion to the satisfaction of the ARCHITECT of the Works so specified and making good any defects so notified.

b) Certification of Completion by Stages

Similarly, in accordance with the procedure set out in sub clause (a) of this Clause, the Contractor may request and the ARCHITECT shall issue a Certificate in respect of:

- i) Any section of the Permanent Works in respect of which a separate time for completion is provided in the contract, and
- ii) Any substantial part of the Permanent Works, which has been completed to the satisfaction of the ARCHITECT and occupied or used by the Employer.

If any part of the Permanent Works shall have been substantially completed and shall have satisfactorily passed any final test that may be prescribed by the contract, the Architect, on recommendations of ARCHITECT, may issue a Certificate of Completion in respect of that part of Permanent Works before completion of the whole of the works and upon the issue of such Certificate, the Contractor shall be deemed to have undertaken to complete any outstanding work in that part of the Work during the period of maintenance. Provided always that Certificate of Completion given in respect of any section or part of the Permanent Works before Completion of the whole shall not be deemed to certify completion of any ground or surfaces regarding reinstatement, unless such Certificate shall expressly so state.

36 Defects:

a) Definition of "Defects Liability Period (DLP):

In these conditions, the expression "Period of Defects Liability" shall mean the period of Defects Liability named in the Tender, calculated from the date of completion of the Works, certified by the Architect in accordance with item no. 12 of Annexure-1 (appendix to form of offer) and mentioned elsewhere in the tender, or in the event of more than one certificate having been issued by the Architect under the said Clause from the respective dates so-certified. In general, the Defects Liability Period shall be one year (12 calendar months) after the virtual completion of the works.

b) Defects:

The Contractor shall make good at his/their own cost and to the satisfaction of the Architect/Employer, all defects, or other faults and all damages, loss and expenses consequent thereon or incidental thereto, and such damage, loss and expenses shall be recoverable from him/them by the Employer or may be deducted by the Employer from any money due or that become due to the Contractor.

c) Entry to the Premises for Attending Defects:

The premises shall have/remain in exclusive physical possession of the Employer and the Contractor is given only a temporary permission to enter the said premises with his/their workman, agents for attending the defects, during the defects liability period. If the Contractor or his/their workman whether negligently or otherwise causes any damage or loss to the property, fixtures of the Employer lying in the premises, the Contractor shall be bound to reimburse such loss to the

Employer. The Employer always is entitled to deduct any amount of sum loss from the amounts payable to the Contractor.

d) Execution of Work of Repair etc.:

To the intent that the Works shall at or as soon as practicable after the expiration of the Defects Liability Period be delivered to the Employer in the condition required by the Contractor, fair wear and tear excepted, to the satisfaction of the ARCHITECT, as that in which they were at the commencement of the DLP, the Contractor shall finish the Work, if any, outstanding at the date of completion, as certified under Clause 34.1 hereof, as soon as practicable after such date and shall execute all such work of repair, amendment, reconstruction, rectification and making good defects, imperfections, or other faults as may be required of the Contractor in writing by the ARCHITECT during the DLP within fourteen days after its expiration, as a result of an inspection made by Project Architect /Employer/ prior to its expiration.

e) Cost of Execution of Work of Repair etc.:

All such work shall be carried out by the Contractor at his/their own expenses if the necessity thereof shall, in the opinion of the ARCHITECT, be due to the use of materials or workmanship not in accordance with the contract or to neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract. If, in the opinion of the ARCHITECT/Employer, such necessity shall be due to any other cause, the value of such work shall be ascertained and paid for as if it were additional work.

f) Remedy on Contractor's Failure to Carry Out Work Required:

If the Contractor shall fail to do any such work as aforesaid required by the ARCHITECT, the Employer shall be entitled to employ and pay other persons to carry out the same and if such works which, in the opinion of the ARCHITECT, the Contractor was liable to do at his/their own expense under the Contract, then all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the Employer or may be deducted by the Employer from any money due or which may become due to the Contractor.

40. Alterations, Additions and Omissions:

- a) The term "Variation" as used under this clause means the alteration or modification of the design, quality or quantity of work as shown upon the drawings, scope of works, specification or included in the priced schedule of quantities and desired by or referred to in the schedule of quantities and includes the addition, omission or substitution of any work, the alteration of the kind of standard or any of the materials or goods to be used in the work, and removal from the site of any works materials or goods executed or brought thereon by the Contractor for the purpose of work other than work materials or goods which are not in accordance with this contract. The Employer shall have power to order the Contractor to do any of the following:
- i) Increase or decrease the quantity of any work included in the contract.
 - ii) Omit any such work.
 - iii) Change the character or quality or kind of any such work.
 - iv) Change the levels, lines, position and dimensions of any part of the Works and

- v) Execute additional work of any kind necessary for the completion of the works and no such variation shall in any way validate or invalidate the contract, but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

b) Orders for Variation to be in Writing:

The Contractor shall make no such variations without an order in writing of the Architect/Employer through ARCHITECT. Provided that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this Clause, but is the result of the quantities exceeding or being less than those stated in the scope of works.

41 Contractors to Search:

The Contractor shall, if required by the ARCHITECT in writing, search under the directions of the ARCHITECT for the cause of any defect, imperfection or fault appearing during the progress of the works or in the Period of DLP. Unless such defects, imperfection or fault shall be one for which the Contractor is liable under the contract, the cost of the work carried out by the Contractor in searching as aforesaid shall be borne by the Employer. If such defect, imperfection or fault shall be one for which the Contractor is liable as aforesaid, the cost of work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case repair, rectify and make good such defect, imperfection or fault at his/their own expense in accordance with the provisions of Clause 39 and 40 hereof.

42 Extra Item of Work:

- a) Work or material of nature not included under the Schedule of items which has to be executed or supported, insurance of any of the Provisions of this contract shall be considered as an extra item. When alterations/additions or omissions made to any work or material shall be such that the cost of the resulting work cannot be estimated according to the tendered items the same shall also be considered extra item. The Contractor shall carry out the extra items only after written communication/ approval by the Architect/Employer/through ARCHITECT. However, extra charges or claims in respect of any work will not be allowed unless the works they relate are clearly outside the spirit and meaning of the tender item/specifications and such works are ordered by the Architect/Employer through ARCHITECT and claimed for specified manner before the particular work is actually commenced.

b) Prices for Extras, Ascertainment there of:

The extra item rates shall generally be derived from the quoted/ tender rates of the Contractor for comparable items of similar nature/scope/description under Schedule of Quantities of the Tender, making allowance for variations only. However if no comparable items are available in the unit rates and the quantity of work is to be executed can conveniently be derived / measured; the same shall be arrived at based on the prevailing rates in the original tender. However, where the work is so disjoining the unit rates or the quantity of work done cannot be conveniently be derived/measured then it will be within the purview of the Architect/Employer/ ARCHITECT to derive the rates either from Tender item or other extra items or by rate analysis showing clearly the fair market cost of material, cost of labour, plus 15% to cover overheads, profit etc. The actual cost shall be determined for the above purpose, as the cost of: -

- i) Materials supplied or used at site on items forming part of completed item of work as determined by the ARCHITECT by inquiry of the prevailing market rate at the time of procurement.
- ii) Materials (non-consumable) which are used temporarily and not forming a part of the completed item of main work, provided the same are solely meant for the particular item and this cost would be determined by the ARCHITECT by inquiry of prevailing market rate.
- iii) The actual cost of transport if solely transported for the execution of the particular extra work and running charge of equipment if any used for the execution of the particular extra item of work.
- iv) Skilled and unskilled labour charges for the actual strength of labour employed and petty supervision charges as certified by the ARCHITECT.

Other relevant applicable costs viz. water, electricity, sundries etc. as per CPWD guidelines may be considered on satisfactory production of documentary evidence to the Architect/Employer.

No escalation shall be entertained on such extra items.

c) Claims: -

The Contractor shall send to the employer's representative/ ARCHITECT prior to submission of Interim Bill/Running Bill giving particulars of all claims for any additional payment to which the Contractor may consider himself/themselves entitled and of all extra or additional work ordered by the Architect/Employer, which he has executed. No final or interim claim for payment for any such work or expense will be considered which has not been included in such particulars. Provided always that the Architect shall be entitled to authorize payment to be made for any such work or expense, notwithstanding the Contractor's failure to comply with this condition, if the Contractor, has at the earliest practicable opportunity, notify the ARCHITECT/Employer in writing such claims along with required particulars.

43 Plant Temporary Works and Materials: -

Plant etc. Exclusive use for the Works: -

All Temporary Works and materials provided by the Contractor shall when brought on to the site immediately be deemed to be exclusively intended for the completion of the Works and be deemed to become the property of the Employer and the Contractor shall not remove the same or any part thereof (Save for the purpose of moving it from one part of the site to another without the consent in writing of the Employer which shall not be unreasonably withheld. But the Employer will permit the Contractor the exclusive use of all such Temporary works and materials in and for the completion of the works until the happening of any event, which gives right to the Employer to exclude the Contractor from the site and proceed with the completion of the works.

44 Approvals of Materials, Etc.:

The ARCHITECT/Employer is at a liberty to reject any materials, if in his/their opinion they are of substandard quality or not as per the tender specifications.

45 Works to be measured: -

The ARCHITECT shall, except as otherwise stated, ascertain and determine by measurement the value in terms of the contract of work done in accordance with the contract. It shall, when it required any part or parts of the works to be measured, give notice to the Contractor's authorized agent or representative, who shall forthwith attend or send a qualified agent to assist the ARCHITECT/Architect in making such measurement, and shall furnish all particulars required by either of them. Should the Contractor not attend, or neglect or omit to send such agent, then the measurement made by the ARCHITECT or approved by him/them shall be taken to be the correct measurement of the work. For the purpose of measuring such Permanent work as is to be measured by records and drawings, the ARCHITECT shall prepare records and drawings month by month of such work and the Contractor as and when called upon to do so in writing, shall, within fourteen days, attend to examine and agree such records and drawings with the employer's representative/ARCHITECT and shall sign the same when so agreed. If the Contractor doesnot so attend to examine and agree such records and drawings, they shall be taken to be correct. If, after examination of such records and drawings, the Contractor does not agree with the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the Contractor shall, within fourteen days of such examination, lodge with the employer's representative/ARCHITECT for decision by the Architect/Employer, notice in writing of the respects in which such records and drawings are claimed by him/them to be incorrect.

46 Method of Measurements: -

a) Quantity Surveying: -

The Contractor will himself/themselves undertake the quantity surveying work and submit his/their bills supported by reconciliation statements as directed. In case he/they fails to submit his/their bills in proper order, the Employer reserves for himself/themselves the right to employ an expert who will also be employed, if the bills stated by the Contractor show inaccuracies frequently indicating that the Contractor is not capable of taking the required measurements and producing a proper bill. The Contractor (or the expert) will make the measurements on the basis of the drawings. The billing procedure and formats shall be as approved by the ARCHITECT.

47 Assignment or Sub-Letting: -

The Contractor shall not assign or sub-let any portion of the work, except as expressly provided elsewhere in this Contract.

48 Certificates and Payments:

a) Certificates and Payments: -

- i) The Contractor shall submit to the ARCHITECT along with statements and voucher and documents etc. as directed and signed by the Contractor showing the quantities and value of the materials, equipment etc. ordered, work done on the site and of the stock of equipment and unused materials on the site intended to form part of the permanent work or such other items as directed.
- ii) The rates of prices in such statements shall be in accordance with stipulations in the contract.
- iii) If any rates or prices in the said contract are, in the opinion of the ARCHITECT, not applicable to some or any part of the work executed or materials supplied and the ARCHITECT has not fixed a rate or price at the time when such statement is prepared then temporary/provisional rates or prices shall be assigned by the Architect Representative.
- iv) Neither the temporary rates or prices assigned under sub- clause (iii) of this clause nor the quantities mentioned in the statements submitted under sub-clause (i) of this clause shall be binding on the Employer or on the Contractor.
- v) The Contractor shall when required by the ARCHITECT furnish all proper documents vouchers, returns, payment details etc. as to values to assist the ARCHITECT in the preparation of certificate.

b) Interim Payment:

The Contractor will be paid interim payment on the certificate of the Architect contract value of the Permanent Works executed up to date together with such amount (if any) that the ARCHITECT may consider proper on account of materials delivered by the Contractor on the site and in addition such amount that the ARCHITECT may consider fair and reasonable for any Temporary Works subject to a retention of the percentage named in the Contract until the amount retained shall reach the "Limit of Retention Money" named in the Contract (hereinafter called "the retention money") after which time no further deduction of retention will be made. The issue of interim payment certificate by the ARCHITECT for the value of work done and period of honouring such Certificates by the Employer, after ascertainment if required, shall be as indicated in special conditions of Contract hereto.

c) Final Bill:

When the Architect has granted a certificate or certificates of completion for the whole of the works under clause 38 hereof and when the ARCHITECT has ascertained (excluding unsettled or disputed claims of the Contract) the final sum (that is to say the gross payment for the completion of the whole of the works) due to the Contractor, the ARCHITECT shall after allowing for the amount of all previous certificate and after determining and allowing for any sum due to the Employer from the Contractor for delay and after allowing for all other payments due from the Contractor to such a sum out of the balance so calculated as remaining due to the Contractor as will leave to be retained by the Employer a sum equal to retention money for defects liability

period. The issue of Final payment certificate by the ARCHITECT endorsed by the Architect for the value of work done and period of honouring such certificates by the Employer, after ascertainment and making deductions on reasonable grounds, if required, shall be as indicated in special condition of Contract hereto.

As soon as possible after the Certificate or Certificates of completion for the whole of the works have been issued, the Contractor shall furnish a final account for the works in the form and manner prescribed by the ARCHITECT.

d) Payment after Defects Liability Period:

The said retention money retained under sub-clause (c) of this clause and the amount if and by which the final sum exceeds the final sum ascertained under the said sub-clause (c) will not be paid by the Employer until after the expiration of defects liability period and (subject to the deduction of such sums if any as the ARCHITECT shall determine to be due from the Contractor to the Employer) and CTE of CVC compliance only upon the ARCHITECT/ Employer being satisfied that all the Contractor's obligations under the Contract have been satisfactorily performed.

e) Time of Payment: -

Payment upon each of the Project Architects' Certificates shall be made by the Employer within the specified time as mentioned in Appendix to Form of Offer – Annexure-I of the Contract after ascertaining and making necessary corrections/deductions, if required, on reasonable grounds.

f) Correction/ Withholding of Certificates: -

The ARCHITECT may by any certificate make any correction or modification in any previous certificate, which shall have been issued and shall have power to withhold approval of any certificate if the works of any part thereof are not being carried out to satisfaction. The Employer retains the right to correct/deduct the payment/s on reasonable grounds/terms of the contract from the certificates issued by the ARCHITECT/Architects.

49 Remedies and Powers:

a) Default of Contractor: -

If the Contractor shall become Bankrupt, or an order being passed against the contractor / their property appointing a Court Receiver or shall present his/their petition in bankruptcy, or shall agree to carry out the Contract under a committee of inspection of his/their creditors or, being a corporation, shall go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), if the contractor shall assign the Contract, without the consent in writing of the Employer first obtained, or shall have an execution levied on his/their goods, or if the ARCHITECT shall certify in writing to the Employer that in his/their opinion the Contractor :-

- i) Has abandoned the Contract, or
- ii) Without reasonable excuse has failed to commence the works or has suspended the progress of the works for twenty eight days after receiving from the Architect/Employer written notice to proceed, or Has failed to remove materials from the site or to pull down and replace work for twenty eight days after receiving from the Architect written notice that the said materials or work had been condemned and rejected by the Architect under these conditions, or

- iii) Despite previous warnings by the Project Architect/ Employer in writing, is not executing the works in accordance with the Contract, or
- iv) Is persistently or flagrantly neglecting to carry out his/their obligations under the Contract, or has, to the detriment of good workmanship, or in defiance of the Architect instructions to the contrary, sub-let any part of the contract then the Employer may, after giving fourteen days' notice in writing to the Contractor, enter upon the site, and the works and expel the Contractor there from without thereby avoiding the contract, or releasing the Contractor from any of his/their obligations or liabilities under the Contract, or affecting the rights and powers conferred on the Employer or the Architect by the Contract, and may himself/themselves complete the works or may employ any other Contractor to complete the works. The Employer or Contractor may use for such completion so much of the, temporary works and materials, which have been deemed to be reserved exclusively for the execution of the works, under the provisions of the contract, as he or they may think proper, and the Employer may, at any time, sell any of the said constructional plant, temporary works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to him/them from the Contractor under the Contract.

b) Valuation at Date of Forfeiture: -

The ARCHITECT shall, as soon as may be practicable after any such entry and expulsion by the Employer, fix and determine expiate, or after reference to the parties, or after such investigation or enquiries as he may think fit to make or institute, and shall certify that amount, if any, had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the Contractor in respect of work then actually done by him/them under the Contract and the value of any of the said unused or partially used materials, any Contractual Plant and any temporary works.

c) Payment after Forfeiture: -

If the Employer shall enter and expel the Contractor under this Clause, he/they shall not be liable to pay to the Contractor any money on account of the Contract until the expiration of the Defects Liability Period and thereafter until the costs of execution and maintenance, damages for delay in completion, if any, and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the ARCHITECT/Architect. The Contractor shall then be entitled to receive only such sum or sums, if any, as the Architect may certify would have been payable to him/them upon due completion by him/them after deducting the said amount, if such amount shall exceed the sum which would have been payable to the Contractor on due completion by him/them, then the Contractor shall, upon demand, pay to the Employer the amount of such excess and it shall be deemed a debt due by the Contractor to the Employer and shall be recoverable accordingly.

50 Urgent Repairs: -

If, by reason of any accident of failure, or other event occurring or connection with the works, or any part thereof, either during the execution of the works, or during the DLP, any remedial or other work or repair shall in the opinion of the ARCHITECT, be urgently necessary for the safety of the works and the Contractor is unable or Unwilling at once to do such work or repair, the Employer may employ and pay other Persons to carry out such work or repair as the ARCHITECT/Architect may consider necessary. If the work of repair so done by the Employer is the work which in the opinion of the Project Architect, the Contractor was liable to do at his/their own expense under the Contract, all expenses incurred by the Employer in so doing shall be recoverable from the Contractor by the Employer, or may be deducted by the Employer from any monies due or which may become due to the Contractor. Provided always that the ARCHITECT as the case may be, shall as soon after the occurrence of any such emergency as may be reasonably practicable notify the Contractor thereof in writing.

51 Matters to be finally Determined by the Architect: -

The Architect decision, opinion, direction certificate (except for payment) with respect to all or any of the matters under Clauses hereof (which matters are hereinafter referred to as excepted matter) shall be only on Architect scrutiny and recommendations to the Bank and shall be final and conclusive and binding on the parties hereto and shall be without appeal: -

Clause 5 - Architect interpretation of drawings and specifications

Clause 15 - Work to be to the satisfaction of the Architect.

Clause 28 - Material and workmanship

Clause 30(a) -Removal of improper work and materials.

Clause 35 – except 35(e)-delays and extension of time of completion

Clause 40 – Alterations, additions and omissions

Any other decision, opinion, direction, certificate or valuation of the Architect/Bank to give any of the same shall be subject to the right of arbitration.

52 Settlements of Disputes and Arbitration: -

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, manner or thing whatsoever in any way arising out of or relating to the conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, Termination, completion or abandonment thereof shall be dealt with as mentioned herein after.

- i) If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his/their claim, or dispute to the **DIRECTOR, BEDF** and endorse a copy of the same to the Architect, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the Bank be in any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the **DIRECTOR, BEDF** in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his/their rights in respect of any claim not notified to the **DIRECTOR, BEDF** in writing in the manner and within the time as aforesaid.
- ii) **DIRECTOR, BEDF** shall give his/their decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of **DIRECTOR, BEDF** submit his/their claims to the conciliating authority namely the **DIRECTOR, BEDF** for conciliation along with all details and copies of correspondence exchanged between him/them and the **DIRECTOR, BEDF**.
- iii) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned **DIRECTOR, BEDF** for appointment of an Arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.

- iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of BEDF shall be referred for adjudication through arbitration by the sole Arbitrator appointed by the DIRECTOR, BEDF. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank officer and that he/they had to deal with matter to which the contract relates in the course of his/their duties as BEDF officer. If the Arbitrator appointed is unable or unwilling to act or resigns his/their appointment or vacates his/their office due to any reason whatsoever another sole Arbitrator shall be appointed in the manner aforesaid by the said DIRECTOR, BEDF. Such person shall be entitled to proceed with the reference from the stage he was entitled to proceed with the reference from the stage at which it was left by his/their Predecessor. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator. It is also a term of this contract that no person other than a person appointed by such DIRECTOR, BEDF as aforesaid should act as Arbitrator.
- v) The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under.
- vi) It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties unless otherwise directed by the Arbitrator. However, no fees will be payable to the arbitrator if he/they is a Bank officer.
- vii) It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he/they issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his/their sole discretion.
- viii) The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

53. Fall Clause:

If the vendor reduces its price or sales or offers to sell similar system to any other organization during the validity period of the tender at a price lower than the agreed price for BEDF, then the agreed price will be automatically reduced for all subsequent supplies under the rate contract with effect from the date from which such offers were made to the outsiders and the rate contract will be amended accordingly.

SPECIAL CONDITIONS OF CONTRACT

1. Location of Site

The site is located at BEDF, Modipuram, Meerut, Uttar Pradesh, 250110

2. Dimensions and Levels

All dimensions and levels shown on the Drawings shall be verified by the Contractor on the site and he/they will be held responsible for the accuracy and maintenance of all dimensions and levels. If any discrepancy is observed the same shall be brought to the knowledge of Project Architect immediately.

3. Notice of Operation:

- a) The Contractor shall not carry out important operation without the consent in writing of the Project Architect.
- b) If it is found that the two or more persons who are connected with one another either financially or as principal and agent or master and servant have tendered separately under different names, for the same work without disclosing their relation, the tender will be cancelled. Any contract if entered into, under such conditions, will also be cancelled at any time during its currency and earnest money will be forfeited.

4. Programme of Works and Method of Execution:

In pursuance of General Condition of Contract, the contractor on starting the work shall furnish to the ARCHITECT a program for carrying out the work stage by stage in the stipulated time. Bar chart etc. on individual work shall be maintained showing the progress regularly. The contractor shall submit to the ARCHITECT regular progress report stating the number of skilled and unskilled labours employed on the works, working hours done, place, type and quality/quantity of work done during the period

5. Assistance for Employer/Project Architect:

The Contractor shall provide for the Employer/Architect at all times during the Contract including Defects Liability Period, all such men as he/they may require assisting him/them in carrying out or checking any measurements, levels, setting out or measuring up of work. The Contractor is also to provide ladders, gangways, etc., and the necessary attendance to move and adopt as directed for inspection or measurement of the works by them.

6. Work Records

The Contractor shall maintain full and accurate records of the dimensions and positions of all new work and any other information necessary for the ARCHITECT to be able to prepare complete drawings recording details of the works as constructed. The same may be handed over to the Employer through ARCHITECT as and when required.

7. Safety of adjacent Structures of Works:

- a) The Contractor shall provide and erect to the approval of the ARCHITECT such supports as may be required to protect efficiently all structures or works which may be endangered by the execution of the works or otherwise take such permanent measures as may be required by the ARCHITECT to protect the structures or Works. The Contractor will be allocated an area for his/their plant, stores, and compound workshop and site offices within the site.
- b) **Work at Night:** If the contractor is required to work at night and/or on Sundays and holidays in order to complete the work within the time schedule the contractor shall provide and maintain at his/their own cost sufficient lights to enable the work to proceed satisfactorily without danger. Approaches to the site also shall be sufficiently lighted by the contractor. No extra payments will be made for night work.

Prior intimation and approval should be taken from Employer through Architects/ ARCHITECT in this regard. Any permission etc., from local statutory bodies shall be obtained as applicable at his/their own risk & cost.

c) Reporting of accidents to labour

The contractor shall be responsible for the safety of persons employed by him/them on the works and shall report accidents to any of them whenever and wherever occurring on the works, to the Project Architect/ employer who shall make every arrangement to render all possible assistance. This shall be without prejudice to the responsibility of the contractor under the insurance clause of the general conditions of contract.

8. Requisition of Materials:

The Bills of Quantities shall not be used, as a basis for quantities of materials and the Contractor is entirely responsible for assessing the quantities of materials to be ordered. The employer is not bound to supply any materials and EMPLOYER may reset the requisition of materials.

9. Power, Water & Other facilities:

The Contractor shall be responsible to provide within the scope of work all facilities necessary for performance of the work including (but not limited to) water, power, transportation, Labour, tools, and testing equipment and machinery and land at or about the job site (s) for the Contractor's field offices, god owns, Workshops and residential accommodation for Contractor's staff.

The EMPLOYER does not warranty or undertake the provision of any facility aforesaid or otherwise whatever to the Contractor, or assistance in obtaining/procuring the same or other assistance whatever for or in the performance or testing of the work and the Contractor shall not imply by conduct, expression or assurance or by any other means, any promise or obligations on the part of the EMPLOYER contrary to the provision hereof and any such promise or obligation understood by the Contractor shall not be binding upon the EMPLOYER.

Any assistance which the EMPLOYER renders to the Contractor in terms hereof or otherwise relative to the work by provision of any facility, water, power etc. as above shall not for any cause afford a basis or defense to the Contractor for any of his/their obligations under the contract, nor ground for extension of time for completion.

10. Procurement of materials:

a) The Contractor shall procure all materials by his/their efforts and at his/their own cost and shall be new. The Contractor shall not remove any material from the site without a written authority of the ARCHITECT on completion of the works. The contractor shall obtain the instructions of the controlling Authorities as to how the surplus materials if any, are to be disposed of.

b) Storage shed:

The Contractor shall at his/their own cost erect and maintain a storage shed on the site having water tight walls and roof for storing his/their material.

11. Temporary Services:

The Contractor shall provide and maintain all temporary services on or about the site including providing required for the execution of the works and shall remove them on completion as decided by Project Architect.

12. Unauthorized Persons:

No unauthorized persons are to be allowed on the site. The Contractor shall instruct all such persons to keep out and shall take steps to prevent trespassing.

13. Keeping Site Clean and clear:

During the progress of the works and when directed by the Project Architect the Contractor shall keep the site clear of all rubbish and debris including that which may be deposited on the site by any sub-Contractor/s until the date of issue of certificate of Completion. The cost of keeping the site clean shall be deemed to have been included for in the rates.

On completion of the works, the Contractor shall at his/their own expense clear away and remove from the site not later than 7 days from the date of completion of works all constructional plant, surplus material, rubbish and temporary works of every kind as required by local statutory authorities if applicable, and leave the entire site and works clean and in a workman like condition. In case of failure by the contractor, the employer under the advice of Project Architect will have the right to get the site cleared at the risk and cost of the contractor to the satisfaction of the Project Architect/Employer.

14. Office Accommodation and store for Contractor on the site.

- a. The Contractor shall provide for all necessary storage on the site in a specified area for their materials to avoid like to deterioration by exposure to sun or rain or otherwise. All such stores shall be cleared away and the ground left in good and proper order on completion of this contract; unless otherwise expressly mentioned herein.
- b. All materials which are stored on the site. Shall be stacked in such a manner as to facilitate rapid and easy checking of quantities of such materials.

15. Lighting for Works

The Contractor shall at all times provide approved lighting as required for the proper execution and supervision of the works at his/their own cost.

16. Labour Hutments

The contractor shall not be allowed to put up any hutments/temporary structures for accommodating his/their labour/staff on site. He/they shall be required to make his/their own arrangement elsewhere at his/their own cost. However, if local authorities so permit and subject to the Contractor arranging for such permission, some space at site which will not come in the way of the permanent construction, temporary construction facilities and offices may be provided to the Contractor at the discretion of the Employer for purely temporary bachelor accommodation or essential/core staff engaged on Emergency or essential services round the clock like security, firefighting.

17. Works Diary

The ARCHITECT shall keep a diary/Register on the site in which all his/their remarks, instructions, decisions and the essential details, of the work shall be recorded. The Contractor shall assist in keeping the diary by supplying daily information on the works as required by Employer/Project Architect.

18. Progress Report:

The Contractor shall submit regular progress reports to the ARCHITECT in a form as required by him/them which shall also include progress photographs of the works.

In addition, the Contractor/s shall maintain site records/registers etc. as required and directed by the ARCHITECT/Employer.

19. Site Meetings:

Progress and quality evaluation meetings will be held at the site every week. The Contractor/s' senior representative-in-charge, officials of the project along with his/their site-in-charge and other staff are required to participate in these meetings and ensure all follow up actions.

20. Contractor to Verify Site Measurements:

- a) The Contractor shall check and verify all site measurements whenever requested by other specialists, Contractor/s or by nominated or other sub-contractor to enable them to prepare their own shop drawings and pass on the information with sufficient promptness, as will not in any way delay the works. A copy of all such information passed on shall be given to the ARCHITECT.
- b) Measurement to be recorded before work is covered up:
- c) The contractor shall take joint measurements with the Architect representative before covering up or otherwise placing beyond the reach of measurement any item of work. Should the contractor neglect to do so, the same will be uncovered at the contractor's expense or in default thereof, and no payment or allowance shall be made for such work or the materials with which the same was executed. No claim for interim bill payment will be entertained unless the bill is accompanied with detailed measurements.
- d) Typographic or clerical errors

The Architect clarifications regarding partially omitted particulars or typographical or clerical errors shall be final and binding on the Contractor.

21. Items not covered

- a) If any item of work is ordered to execute which is not covered in the contract it will be paid for through deriving from analogous item of the contract and if such item is not available then as per valuation that would be derived on the basis of the actual cost of the materials and labour incurred in carrying out the said work, as specified and directed by Employer/ARCHITECT and as determined by the Employer, plus **15%** (Fifteen percent) to allow for Contractor's profit and overhead and other related costs.
- b) Any work not carried out as per drawings issued for Execution and Specification and/or instructions or is defective in the opinion of the ARCHITECT shall be demolished and replaced by new work by the contractor to the satisfaction of the Architect and/or consulting Engineer. If the Architect may allow such work to remain the contractor shall accept a reduction in the rate quoted by him/them and/or reduction in the total cost of such works as will be assessed and decided upon by the Architect. Employer's decision on recommendation of ARCHITECT/Architect shall be final and binding to the contractor.
- c) **Substitution /Variation/ Deviations:** Should the contractor desire to substitute any materials and workmanship, He/they must obtain the approval of the Employer/ Architects in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such term as "Equal" or "Other approved" etc. specific approval of the Employer / Architects has to be obtained in writing.

The price of all such additional items / non-tendered items will be worked out on the basis of rates quotes for similar items in the contract wherever existing or on engineering rate analysis based on prevalent fair price of labour, material and other component as required. The tender rates shall hold good for any increase in the tendered quantities up to variation of +25 %. For increase beyond +25 %, the rate for the respective item may be reviewed on mutually agreed terms.

The tender drawings are indicative drawings showing the electrical points and light fittings. Same may undergo some changes during execution as per the functional requirement for which no additional payment shall be made. The payment shall be made as per the actual quantity of points provided.

22. Contract Rates:

The Contract prices and variation rates shall remain firm till final completion of the work and shall be deemed to include all labour, materials, use of plant tools, temporary works and buildings, etc. insurance, sales tax, works contract tax, VAT, local taxes and duties, royalties, service tax, establishment charges, overhead, profit, supervision, transport, loading, unloading, installing, sampling, testing, shop drawing and other charges and every expense incurred in the proper and due execution, completion (including commissioning) and maintenance of the works, and shall be to the full satisfaction and discharge of every Obligation and imposed upon him/them by the contract and nothing extra shall be payable unless so specifically stated in this contract. GST shall be paid by the bank extra on submission of GST invoice by the contractor.

23. Time of Completion & Progress of Works:

The whole of the work as stipulated shall be completed within the stipulated time period starting from the date of the written order by the Employer to commence the work. The work shall generally be preceded in accordance to agreed program of works. Time is the essence of the contract and the works must be completed within the time schedule as indicated in the appendix to the Tender. Any tenderer which disagrees with time schedule of construction and stipulates a longer period is liable to be rejected.

The Contractor shall take all special steps he/they thinks might be necessary to complete the work in the stipulated time including any special plant, equipment, and other materials, Labour etc. and give detailed and specific indication of the same in his/their tender submission and include the cost thereof in his/their quoted rates.

24. Statutory Obligations, Notice, Fees and Charges:

- a) The Contractor shall comply with and give all notices required by any act, any instrument rule or order made under any Act, or of any regulation or bylaw of Municipal Corporation and other any local body or authority or of any agency which has any jurisdiction with regard to the works or with whose systems the same we are or will be connected (all requirements to be Complied with being referred to in these Conditions as the statutory requirements)
- b) If the Contractor finds any divergence between the statutory requirements and all or any of the contract documents or any variation instruction issued in accordance with these Conditions, he/they shall immediately give to the ARCHITECT a written notice specifying the divergence.
- c) If the Contractor gives notice under paragraph (b) of this sub-clause or if Employer /Architect shall otherwise discover or receive notice of a Divergence between the statutory requirements and all or any of the contract documents or any variation instructions issued in accordance with these conditions, the Employer shall within 7 days of discovery or on receipt of a notice issue instructions in relation to the divergence.
- d) If in any emergency compliance with paragraph (a) of this sub-clause requires the Contractor to supply materials or execute work before receiving instruction the Contractor shall supply such limited materials and execute such limited work as are reasonably necessary to secure the statutory requirements. The Contractor shall forthwith inform the Employer/ Project Architect of the emergency and of the steps that he is taking under this paragraph of these conditions.
- e) Work executed and materials supplied by the Contractor under sub-paragraph (i) of this paragraph shall be deemed to have been executed and supplied pursuant to Employer instruction in accordance with these Conditions provided that the emergency arose because of a divergence between the statutory requirements and all or any of the documents referred to in these Conditions or any variations, instructions issued in accordance with these Conditions.

f) Provided that the contractor complies with paragraph (b) of this sub-clause, the Contractor shall not be liable to the Employer under this Contract if the works do not comply with the statutory requirements from the Contractor having carried out work in accordance with the documents referred to these Conditions.

(ii) The Contractor shall pay and indemnify the Employer against liability in respect of any fees or charges (including any rates or taxes) legally demandable under any Act, any instrument rule or order made under any Act, law or any regulation or below of any local authority or of any statutory or agency in respect of works.

25. Materials and Workmanship to be best of the respective kind

- I. All materials, goods and workmanship shall be new and as far as procurable be the best of the respective kinds and standards described in the Contract.
- II. The Contractor shall upon being requested, shall submit the documentation to prove that the materials and goods comply with sub clause (1) of this condition.
- III. The Employer may issue instructions in regard to the removal from the site of any work, materials or goods which are not in accordance with this Contract. In case the Contractor fails to do so in accordance with the time schedule laid down by the Employer, then the Employer will be at liberty to have these material moved out at the expense of Contractor. Ruling of Employer in this regard will be final and binding under the advice of the ARCHITECT.

26. Samples:

- a) Apart from adhering to any special provision made in the specifications regarding submission of samples, the Contractor shall within reasonable time after receipt of Letter of Intent, provide to the Employer samples along with the detailed literature of all materials he/they propose to use in this contract irrespective of the fact that a specific make/material might have been stipulated. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site, detailed literature/test certificate of the same shall be provided instead. Before submitting the samples/literature the Contractor shall satisfy himself/themselves that the material/equipment for which he/they is submitting the samples/literature meet with the requirement of the specification . The Employer/ ARCHITECT shall check the samples and give his/their comments and/or approval to the same. Only when the samples are approved in writing by Employer he/they shall proceed with the procurement and installation of the same. The approved samples/brochures/literature shall be signed by the Architect for identification and shall be kept on record at Employer's office until the completion and acceptance of the work and shall be available at the site for inspection/comparison at any time. The Contractor shall keep with him/them a duplicate of such approval enable him/them to process the matter. For items of work where the samples are to be made at the site, the same procedure shall be followed.

The Architect shall give his/their comments/approval to the samples at his/their earliest convenience. Any delay that might occur in approving of the samples for reasons of its not meeting with the specifications shall be to the account of the Contractor.

- b) Testing of work and materials:

The Contractor shall if required by the ARCHITECT, arrange to test materials/proportions of the works at his/their own cost in order to prove their soundness and quality. If after any such test the work is found, in the opinion of the ARCHITECT, to be defective or unsound, the contractor shall pull down and re-erect the same at his/their own cost.

- c) Treasure trove:

Should any treasure, fossils, minerals, or works of art of antiquarian interest be found during excavation or while carrying out works, the same shall be the property of the employer. The contractor shall give immediate notice to the Architect of any such discovery and shall hand over any such treasure to the employer on demand.

27. Dismissal of Undesirable Persons:

The Employer may issue instructions requiring the dismissal from the works of any person employed thereon without assigning any reason. The decision of Employer in this regard will be final and binding.

28. Access to the Works

- a. The Employer/ Employer's representative, Architect /Architect Representative, ARCHITECT/ representatives and their nominees shall at all reasonable times have access to the works and to the workshops or other places of the Contractor or his/their sub-Contractor/s/suppliers where work is being carried out for the Contract. When work is to be so carried out in workshops or other places of a sub-contractor the Contractor shall by a term in the sub-contract incorporate a similar right of access to those workshops or places for the Employer and their nominees/representatives and shall do all things reasonably necessary to make such right effective.
- b. Facilities to other Contractor/s:

The Contractor shall give full facilities and cooperation to all other Contractor/s working on site. i.e. civil, plumbing, and other services as directed by the ARCHITECT and shall arrange his/their program of work so as not to hinder the progress of other works. The decision of the ARCHITECT on any point of dispute between the various Contractor/s on this count shall be final and binding on all parties concerned.

29. Employer/Architect Instruction:

The Contractor shall forthwith comply with all instructions issued to him/them by the Employer/Project Architect in regard to any matter in respect of which the Employer is expressly empowered by these Conditions to issue instructions. If within Five days after receipt of a written notice requiring compliance with an instruction, the Contractor does not comply therewith, then the Employer may Employ and pay other persons to execute any work whatsoever which may be necessary to give effect to such instruction and all cost incurred in connection with such action shall be recoverable from the Contractor by the Employer as a debt or may be deducted by the Employer from any monies due or to become due to the Contractor under this Contract.

All instructions issued by the Employer/Project Architect shall be issued in writing. However any instruction issued orally shall be given immediate effect and shall be confirmed in writing within 7 days.

30. Liquidated Damages:

If the Contractor fails to complete the works within the stipulated period of completion mentioned herein above, the Contractor shall be liable and shall pay to the Employer as pre-estimated damages at the rate indicated in the APPENDIX TO FORM OF TENDER Annexure-I.

31. Termination:

In the event of the Contractor failing to complete the works within the stipulated period of completion as mentioned hereof, the Employer may, notwithstanding anything contained to the contrary in the contract, terminate at any time the contract without being liable in any manner whatsoever to the Contractor, by giving 30 days' notice in writing to the Contractor and proceed to complete or get completed the works which have remained incomplete/not done at the time of such termination at the risk and cost of the Contractor.

32. Contract Price

The contract prices as indicated in accepted tender value and as detailed in priced bill of quantities shall govern this aspect of the contract.

33. Preparation of building works for occupation and use on completion:

On completion of the work, the contractor shall inform the ARCHITECT in writing that he has finished the work and it is ready for the inspection. He/they will leave the entire possession of site neat and clean and ready and to the satisfaction of the ARCHITECT/ Employer.

34. Insurance against third party risks:

On commencement of the work, the contractor shall take out and submit to the Employers a suitable insurance policy/ies, the limits of liability of which shall be as follows:

- a) Contractor's all risk - 'CAR' policy for the value of contract price and necessary workmen compensation policy valid for the duration of work till the end of DLP.
 - b) `25 Lakhs (Rupees twenty five lacs only) in respect of any one accident or series of accidents arising out of one event. Contractor shall take out third party insurance for 3 no. of such accidents.
 - c) `10,00,000/- event / person (Rupees ten Lacs only) in respect of any person.
 - d) Contractor/s liability & Insurance summary as per Annexure N.
- 35.** All the work shall be carried out as per the detailed drawings and Architect instruction and in stages as desired by the Architect.

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FOUNDATION

CONTRACTOR/S LABOUR RULES – REGULATION - (ANNEXURE- 6)

1. Labour Rules:

The Contractor shall at all times during the continuance of the Contract, comply fully with all existing Acts, regulations and bylaws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments, notifications and acts that may be passed in future either by the State or the Central Government or local authority, including Indian Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, schemes made under the same Act and also Labour Regulations as revised Health and Sanitary Arrangement for Workmen, Insurance and other benefits and shall keep Employer indemnified in case any action is commenced by competent authorities for contravention by the Contractor. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated henceforth on the part of the Contractor, the Architect/Employer shall have the right to deduct from any money due to the Contractor, his/their amount of Performance Security or recover from the Contractor personally any sum required or estimated to be required for making good the loss or damage suffered by the Employer, responsibility in connection with the employees of the contractor, who shall, in no case, be treated as the employees of the Employer at any point of time.

2. Fair Wages:

The Contractor shall pay the labourers engaged by him/them on the work not less than fair wage which expression shall mean, whether for time of piecework, the respective rates of wages fixed by the local authorities as fair wages for the area payable to the different categories of labourers or those notified under the Minimum Wages Act for corresponding employees of the Employer, whichever may be higher.

The Contractor shall, notwithstanding the provisions of a contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the Works, including any labour engaged by sub/Contractor/s in connection with the said works as if the labourers had been directly employed by him/them.

3. Notices:

The Contractor shall before he/they commences the work, display, and correctly maintain in a clean and legible condition at a conspicuous place on the Site, notices in English and in a language spoken by the majority of the workers, stating therein the rate of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Architect and Employer..

4. Record of wages etc.

The contractor shall maintain records of wages and other remuneration paid to his/their employees in such form as may be convenient and as per the requirements of the ARCHITECT/ Employer/ Architect and the Conciliation Officer (central), Ministry of Labour Government of India, or such other authorized person appointed by the central or State Government and the same shall include the following particulars of each worker :

- i. Name, worker's number and grade;
- ii. Rate of daily or monthly wage;
- iii. Nature of work on which employed;
- iv. Total number of days worked during each wage period;
- v. Total, amount payable for the work during each wage period; All deductions made from the wage with details in each case of the ground for which the deduction is made;
- vi. Wage actually paid for each wage period.
- vii. The Contractor shall provide a Wage Slip for each worker, employed on the Works.
- viii. The Wage records and Wage Slips shall be preserved for at least 12 months after the last entry for Inspection of Wage Records.
- ix. The Contractor shall allow inspection of the aforesaid Wage Records and Wage Slips to the ARCHITECT and

to any of his/their workers or to his/their agent at a convenient time and place after due notice is received, or to the Employer or any other person authorized by him/them on his/their behalf.

- x. The Employer/Architect or any other person authorized by them on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the Fair Wages Clause. He/they shall also have the Power to investigate into any complaint regarding any default made by the Contractor or sub-contractor in regard to such provision.
- xi. No party shall be represented by a legal practitioner in any investigation or inquiry under this Clause, unless ARCHITECT/Employer agrees otherwise.

5. Safety Provisions:

The Contractor shall comply with all the precautions as required for the safety of the workmen by the I.L.O. Convention No. 62 as far as they are applicable to the Contract. The Contractor shall provide all necessary safety appliances, gears like goggles, helmets, masks, etc. to the workmen and the staff.

OTHER SAFETY MEASURES

All personnel of the contractor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.

Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

PERSONAL SAFETY EQUIPMENT'S

All necessary personal safety equipment as considered adequate by the site Engineer /ARCHITECT should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned.

- a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- b) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes shall be provided with protective goggles.
- c) Those engaged in welding works shall be provided with welder's protective eyesight lids.
- d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- e) When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and the manholes so. Opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
- f) The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead or any toxic material in any form. Wherever men above the age of 18 are employed on the work of such painting the following precautions should be taken:
- g) No paint containing lead or lead products shall be used except in the form of paste or readymade paint. Paints like vinyl and epoxies having toxic fumes should be applied after following all precautions laid down by manufacturers.
 - i. Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - ii. Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
- l. When the work is done near any public place where there is risk of drowning all necessary equipment should be provided and kept 'ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

1. First Aid:

At every workplace, there shall be maintained in a readily accessible place first aid appliances including an adequate supply of sterilized dressings and sterilized cotton wool as prescribed in the Factory Rules of the State in which the work is carried on. The appliances shall be kept in good order and, in large workplaces; they shall be placed under the charge of a responsible person who shall be readily available during working hours.

At large workplace, where hospital facilities are not available within easy distance of the works, First Aid Posts shall be established and be run by a trained compounder. Where large workplaces are remotely situated and far away from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.

Where large work place are situated in cities, towns or in their suburbs and no beds are considered necessary owing to proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to these hospitals. At other workplaces, some conveyance facilities shall be kept readily available to take injured person or persons suddenly taken seriously ill, to the nearest hospital.

At large workplace, there shall be provided and maintained an ambulance room containing the prescribed equipment and in the charge of such medical and nursing staff as may be prescribed. For this purpose, the relevant provisions of the Factory Rules of the State Government of the area, where the work is carried on, may be taken as the prescribed standard.

2. Drinking Water:

In every workplace, there shall be provided and maintained at suitable places, easily accessible to Labour, a sufficient supply of water fit for drinking.

Where drinking water is obtained from an intermittent public water supply, each workplace shall be provided with storage where drinking water shall be stored. Every water supply storage shall be at a distance of not less than 15 meters from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution, well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door, which shall be dust-proof and waterproof.

A reliable pump shall be fitted to each covered well. The trap door shall be kept locked and opened only for cleaning or inspection, which shall be done at least once a month.

Regulation 6 - Payment of Wages

- II. Wages due to every worker shall be paid to him/them direct. All wages should be paid in current coins or currency or in both.
- III. Wages of every worker employed on the Contract shall be paid where the wage period is one week, within THREE days from the end of the Wage period, and in any other case before the expiry of the 7th day or 10th day from the end of the wage period according as the number of workers does not exceed 1,000 or exceeds 1,000.

NOTE: The term "Working Day" means a day on which the work on which the labour is employed is in progress.

Regulation 7 - Register of Workmen:

- I. A register of workmen shall be maintained in the Form appended to the regulations and kept at the work site or as near to it as possible, and relevant particulars of every workman shall be entered therein within Three days of his/their employment.

Regulation 8 - Employment Card:

- I. The Contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his/their employment. If a worker already has any such card with him/them issued by the previous employer, the Contractor shall merely endorse that

Employment Card with relevant entries. On termination of employment, the Employment Card shall again be endorsed by the Contractor and returned to the worker.

Regulations 9 - Register of Wages, etc.:

- I. A Register of Wages cum Muster Roll in the Form appended to these regulations shall be maintained and kept at the Work Site or as near to it as possible.
- II. A wage slip in the form appended to these regulations shall be issued to every worker employed by the Contractor at least a day prior to disbursement of wages.

Note- The contractor shall reimburse / indemnify any expenses / penalties or like, to the Employer has to incur the same due to the failure / misdeeds / breach of contractor.



PROFORMA & ANNEXURES

ANNEXURE – A

PROFORMA OF NOTICE OF COMMENCEMENT/ COMPLETION OF CONTRACT WORK

1. Name and address of principal employer
2. No. and date of certificate of registration
3. I/we hereby intimate that the contract work _____ (Name of work) given to _____ (Name and address of the Contractor) having License No. _____ dated _____ has commenced/ has been completed with effect from _____ (date)/ on _____ (date).

Signature of the Principal

Employer

The Architect,



ANNEXURE - B
PROFORMA OF CERTIFICATE OF PAYMENT BY ARCHITECT

Certificate No. Interim /	Dated	
Client:	Project No.	Building Work/ Interior Work
	Particulars:	
Contractor:	Contract / Letter No.	Dated:
	Contract's Bill No.	Dated:



This is to certify that the amount given below (*) is due to your Contractor/s for the work done by them and /or against materials delivered at site and/or for advance towards contract on the above referred project.

Advance against contract:

Less: Advance adjusted to date Balance

Advance

Advance against material delivered at site

Amount of work done to date

Total

Less: Retention on work done Less:

Previously certified up to Present

Certificate (*)

Rupees _____

The cost of material supplied by you or payments made by you directly if any, and not covered herein above, should be adjusted before making the payment of the certified amount (*)

Necessary Deduction U/S 194C of the Income Tax 1961 and sales tax may be made before paying the above certified amount.

By a copy of this letter, we are intimating the Contractor/s to call on you for the necessary payment. Remarks, if any

The details of insurance policy are enclosed.

Enclosures: Bill

Signature of Architect

PREAMBLE AND SPECIFICATIONS

The quantities given in this schedule of quantities are approximate and subject to variations without vitiating the contract.

Pricing

The rate for each item of work shall, unless expressly stated otherwise, include the following (but not limited to the list given below) for the completion of works in all respects as per conditions of Contract, technical specifications, drawing etc.:

All taxes such as Octroi, Sales tax, Work Contract Tax, Royalties, Transportation, Freights, Packing and forwarding charges Insurance etc.,

All requirements and expenses for completion of work as per Rules and Regulations of Local Bodies, State Government and Central Government of India.

All materials, equipment, accessories, consumable, controls and instruments, tools, tackles, plants, scaffolding/ double scaffolding Labour, maintenance, fixing, cleaning, making good hauling, hoisting etc., Waste on material and Labour. Loading, Unloading, handling/double handling, setting out protection from weather, temporary supports, platforms etc., and the maintenance, of the same, dismantling of temporary works, disposal of debris and all other Labour necessary for the execution of works. Testing the installation as often as necessary, Contractors to arrange for all special instruments and tools required for such testing.

Painting of all equipment, pipes, and supports etc., as per color codes to be decided for various systems.

Apportion of costs for general facilities to be used by the Contractor's staff such as lifts, electricity, telephones etc. during execution if such facilities are provided by other contractors and who arrange for such facilities in the first instance. Fees for testing the materials, equipment or overall installation by appropriate authorities. Supervising Civil/ Masonry / Carpentry Works done by other agencies on behalf of the Bank for Interior contractor. All requirements of specification and drawings. Description of work given in the schedule of quantities is a brief description and shall be read in conjunction with specifications and drawings. Removal of POP covering and carting away all unwanted material including POP.

The rates quoted by the Tenderer will be deemed to be for the finished work complete in all respects with accessories, fitting, mounting arrangements normally provided with such equipment and/or needed for execution, completion, safe operation of equipment as required through they may not have been specifically mentioned in technical specifications, drawings and/or schedule of equipment.

All minor, Carpentry , Internal Partitions, Chasing on walls, etc. and making good the same to match existing works shall be provided by the contractor, whenever asked for by the Project Architect.

CARPENTRY AND JOINERY

Rate shall include for provision of:

Unless otherwise specified, the quoted rates shall be for all joinery work with approved Indian Teakwood, Steam

Beech wood free from all defects and kiln seasoned and preservatives treated and shall be got tested in laboratory and approved before placing or applying primer coat. The rate shall also include for applying

two coats of Solignum paint to the face of frames in contact with masonry or concrete and the like.

The rate quoted shall include for fixing on masonry/RCC members and for 300 x 40 mm x 6 mm finished MS holdfasts embedded in P.C.C. (1:2:4) blocks of 230 x 150 mm size and of width to suit the thickness of masonry wall or for anchor fasteners, coach screws etc. of adequate size for fixing to RCC members, as care shall be taken to thoroughly clean the hardware, fittings, glass panes, doors, etc. of the waste cement marks, left over paint marks etc.

The rate shall include for providing temporary supports etc., for fixing of frames and shutters at all levels.

The rate quoted shall be inclusive of any chiseling work, raking of sides, sills, soffits, if required and making good the surface.

The sizes mentioned are for finished items. Also the rate quoted shall include for:

Plaining and finishing smooth all faces of various faces as required.

All screws, nails, pins, key and such other fixing accessories.

Cutting rebates, Grooves etc. in frames/shutters as required or as directed. Approved glue or adhesive for all joinery work.

Providing seasoned Burma T. W., beech wood best quality, beading, trimmings, beads, weather bars etc. as called for. Providing rough grounds as per drawings.

Providing as per schedule/drawings all hardware, fittings and fixture like, latches, hinges, and tower bolts etc. locks and other items as indicated for fixing such items supplied by the Engineer-in-charge at no extra cost.

Solignum treatment to all hidden wooden members and all board or ply faces coming in contact with masonry or concrete faces where retarding treatment is not called for.

Providing and applying pink primer to all wooden surfaces till the same are painted/polished.

Filling and finishing neat gaps around frames, doors, windows etc. with approved mastic. Work at all heights and locations.

Wherever painting is specified it includes painting the surfaces with three coats of first quality synthetic enamel paint of approved shade and make over a coat of wood pink primer.

Wherever polishing is specified it include polishing the surfaces with two or more layers of French spirit polish, with approved additives, strainers to get even shade over a coat of primer of approved chemicals.

All plywood and blackboard edges where exposed shall be finished with teakwood Lipping.

Unless otherwise specified, all door shutters specified are to be solid core flush door shutters, with topping bonded with phenol formaldehyde and conforming to relevant Indian Standards.

Providing necessary coupling, transoms and mullions wherever required as per relevant I.S. code (I.S. 1038).
SPECIFICATIONS GENERAL

These specifications are for work to be done, items to be supplied and materials to be used in the works as shown and defined on the drawings and described herein all under supervision and to the entire satisfaction of the Project Architect & owner.

The workmanship is to be the best available and of a very high standard, use must be made of specialist tradesmen in all types of work and necessary allowance must be made for the same in the rates quoted.

The materials and items to be provided by the contractor shall be the best of their respective kinds as specified in the tender and in accordance with the samples approved, where materials or products are specified in these specifications and / or Bill of Quantities by the name of the manufacturer of the brand name, trade name or catalogue reference, the contractor will require to obtain prior approval of the Project Architect and owner for using substitute material or product. The contractor shall produce all invoices, vouchers or receipted accounts for any materials if called upon to do so by the Architect/Consultant and owner.

Samples of all materials are to be submitted to the Project Architect/owner for his approval before the contractor orders or delivers in bulk in the site. Samples together with their packing are to be provided by the Contractor free of charge and approved samples will be retained by the owner and designer for comparison with the materials which will be delivered to the site.

Should any materials be rejected by the Project Architect/owner, they will be removed from the site at the Contractor's expense. Also the contractor will be required to submit specimen finishes of colors, fabrics, etc. for approval of Project Architects/ owner before proceeding with the works. Should it be necessary to prepare shop drawings, and then four copies of such drawings shall be submitted for approval of the Project Architect who will retain two copies, all at the Contractor's expenses.

Timber generally is to be the best of its kind, well and properly seasoned, of natural growth, free from work holes, large loose or dead knots or other defects and sawn die square and not to suffer from warping, splitting or other defects through handling.

The hardwood is to be Hollock or red Marandi with moisture contents not more than 20%. Teak is to be the best quality from Dandeli free from soft heart, worm and bee holes, and weighing not less than 50 lbs. per cubic foot with maximum moisture contents of 12%. Teak veneers and flitches shall match each other throughout and, where possible, shall match existing flitches in the building. The particleboard shall be of high density, equal or superior quality to that laid in the I.S. 3478 and as approved by the Project Architect. The blackboard shall be of the following I.S. Specification or such approved adhesives shall be used: -I.S. 851 - 1957: Synthetic Resin adhesive for construction work in wood.

I.S. 849 - 1957: Cold setting case in glue for wood. Where glued joinery and carpentry work is likely to come into contact with moisture, the glue shall be waterproof. The use of animal glues will not be permitted.

Shelves generally shall be constructed of plywood with edgings of 1" teak tongued on.

Timber is to be cut to the required sizes and length as soon as practicable after the works are begun and stored under cover so that the air will circulate freely around it. Joinery is to be prepared immediately after the finalization of the contract, framed up (but not boned) and stored until required for fixing in position, when it is to be bonded and wedged up. Any portion that warps or develop shakes or other defects are to be replaced before wedging up. The whole work is to be framed and finished in a proper workman like manner, in accordance with the detailed drawings, and fitted with all necessary metal ties, straps, bolts, screws, etc. Turning bonded joints are to be cross-tongued with teak tongues and where over 1/2" thick, to be double cross tongued. Joiner's work generally is to be finished with fine sand papered surfaces unless otherwise specified.

Templates, boxes and moulds shall be accurately set out and rigidly constructed so as to remain accurate during the time they are in use.

Grounds are to be clean sawn, free from large knots, splayed as required and plugged and fixed to walls, etc. at 1'-6" centers unless otherwise specified.

Wood plugs are to be cut on the twist. Patent wall plugs or plastic fillings may be used in lieu of wood plugs with the prior approval of the Project Architect.

All unexpected surfaces of timber, e.g. false ceilings, backing fillets, backs of door frames, cupboard framing, grounds, etc. are to be treated with two coats of Atlas `A' or other equal and approved timber preservative before fixing or bedding.

The Office Tables, counters, shelving, etc. shall be generally constructed of plywood as described and specified properly housed, grooved tongued, glued, blocked and screwed together and entirely to the satisfaction of the Project Architect.

The chairs, tables, etc. shall be generally constructed of teak, foam rubber and fabric as described and specified, properly housed, grooved, tenoned, tongued, glued, blocked and screwed together in the manner of good quality furniture and entirely to the satisfaction of the Project Architect & owner. A prototype sample of all custom made pieces must be prepared and submitted to the Project Architect for his owner's approval before proceeding with the work in quantity.

HARDWARE & METAL:

The hardware throughout shall be of approved manufacture and supply, well made and equal in every respect to the approved samples to be deposited with the owner and Project Architect. For the purpose of approval of samples, the contractor may be required to produce and provide to the Project Architect, samples from many different sources and should allow in his rates for the same.

Fittings generally shall have satin chrome or anodized finish unless otherwise stated and shall be suitable for their intended purpose of use.

Screws are to match the finish of the article to be fixed and to be round or flat headed or counter sunk as required.

The bronze and brass surfaces shall be covered with thick grease or other suitable protective material renew as necessary and subsequently clean off and clear away on completion.

Aluminum and stainless steel shall be of approved manufacture and suitable for its particular application generally, the surfaces of all aluminum shall have an anodized finish and the quality and finish both shall comply with the samples approved by the Project Architect & owner.

All steel, brass, bronze, aluminum and stainless steel articles shall be submitted for test for strength, if so, required by the Project Architect & owner, at the contractor's expenses.

All brazing and welds are to be executed in a clean and smooth manner, rubbed down and left in the flattest and tidiest way, particularly where exposed.

Chromium plating shall be in accordance with B.S. 1224 or as per approved specifications for "normal outdoor conditions", and shall be on a base material of copper or brass.

GLAZIER

All glass to be approved manufacture complying with is: 3548-1966, or as per approved quality and sample, to be of the quality specified and free from bubbles, smoke wanes, air holes and other defects.

The compound for glazing to metal is to be a special non-hardening compound manufactured for the

purpose and of a brand and quality approved by the Project Architect & owner.

In cutting glass, proper allowance shall be made for expansion each square of glazing to be in whole sheet. On completion, clean all glass inside and out, replace all cracked, scratched or broken panes and leave in good condition to the satisfaction of the Project Architect & owner.

PAINT & POLISHING

All materials required for the works shall be of specified and approved manufacture, delivered to the site in the manufacturer's containers with the seals, etc. unbroken and clearly marked with manufacturer's name or trade-mark with a description of the contents and color. All materials are to be stored on the site of the works.

Spray painting with approved machines will be permitted only if prior written approval has been obtained from the Project Architect. No spraying will be permitted in the case of priming neither coats nor where the soiling of adjacent surface is likely to occur. The nozzle and pressure to be so operated as to give an even coating throughout to the satisfaction of the Project Architect. The paint used for spraying is to comply generally with the specification concerned which is to be specifically prepared by the manufacturer for spraying. Thinning of paint made for brushing will not be allowed. Wood preservation shall be so lignum or other equal and approved impregnating wood preservative, and all concealed woodwork shall be so treated. All brushes, tools, pots, kettles, etc. used in carrying out the work shall be clean and free from foreign matter, and are to be thoroughly cleaned out before being used with a different type of class of material.

All iron or steel surfaces shall be thoroughly scrapped and rubbed down with wire brushes and shall be entirely free from rust, mill scale, etc. before applying the priming coat.

Surfaces of new woodwork, which are to be painted, are to be rubbed down, knotted and stopped to the approval of the Project Architect & owner.

Surfaces of previously painted woodwork which are to be repainted shall be cleaned with soap and water, detergent solution or approved solvent to remove dirt, grease, etc. whilst wet the surfaces shall be flatted down with a suitable abrasive and then rinsed down and allowed to dry. Minor areas of defective paint shall be removed by scrapping back to a firm edge and the exposed surface touched in with primer as described and stopped with putty. Where woodwork has been previously painted or polished and is to be newly polished, the same shall be prepared with scrapping, burning off or rubbing down.

Surfaces of previously painted metal which are to be repainted shall be cleaned down and flatted down as described in surfaces of previously painted woodwork. Minor areas of defective paint and any rust and loose scale shall be removed completely by chipping, scrapping and wire brushing back to the bare metal and touched in with primer as described.

GENERAL SPECIFICATIONS FOR "UPHOLSTERED" FURNITURE:

TIMBER: All timbers used are to be of top quality, free from knots, shakes, and worm holes, and with a moisture content of not more than 12% depending on the climatic conditions prevailing at the site.

Timbers which are completely hidden, that is when covered by upholstery material, can be of local hardwood, except where this interfaces with the strength of the product, as in the case of a leg or arm which is part covered and part finished.

JOINTS: All joints shall be standard, mortise and Tennon, dowel, dovetail, and cross halved. Nailed or

glued butt joints will not be permitted. Screws, nails, etc. will be of standard iron or wire unless stated otherwise on drawing. Where mortise and tenon joints are used, tenons should fit the mortise exactly. Where screws show on a finished surface, these will be sunk, and the hole plugged with a wood plug of the same wood and grain of the finished surfaces, unless otherwise. Nails on finished surface will be neatly punched and the hole filled with wood filler to match the color.

UPHOLSTERY: This will be of first class standard workmanship with webbing, no sag springs, coiled springs, padding and filling as specified on drawing. Covering fabrics will be sewn, tufted, and corded as shown on the drawing.

CUSHION VENTS: Brass or Aluminum "cushion vents" should be installed at the back or under side of seat.

Cushions (especially those covered in leather, vinyl plastic or very tightly woven fabric) to allow air to escape easily and to prevent torn seams.

MATERIALS : Finished timber shall be of the type specified, furnishing fabrics, color, pattern, substance to be as specified, no variation of this will be permitted unless with prior approval of the Designer & owner.

FINISH: This will be as specified on the drawing and color scheme chart where timber is finished in natural color, care must be taken to "match" each separate piece of color, before assembly. Where timber is stained, the stain or color on each member must match.

Only first class workmanship will be accepted. All legs to furniture will be fitted with nylon glides or castors as specified on the drawing. Full size drawings or prototype samples are to be submitted to the Designer for prior approval if requested.

GENERAL SPECIFICATION FOR CASE OF "CABINET" FURNITURE.

TIMBER: All timbers used are to be of top quality free from knots, shakes, wormholes, and with a moisture content of not more than 12% depending on the climatic conditions prevailing at the site.

JOINTS: All joints will be standard, mortise and tenon, dovetail, dowl, cross halved, mitred, tongued and grooved and rebated. Nailed and glued butt joints will not be accepted.

FASTENINGS: Screws, nails, bolts, will generally be iron or wire, except in the following examples.
"Outdoor

Furniture" fastenings will be of brass or other non-corrosive metal. In hardware, they will match the finish of the hardware item.

Nails, in a finished surface shall be neatly punched and the hole filled with wood filler matching the finish. Screws in a finished surface will be round head, raised or sunk beneath the surface, and the hole plugged with a wood plug with matching color and grain of the wood surface, unless specially detailed.

PLYWOOD: Used mainly for the body-work of this furniture, shall be Green ply, century or multi ply suitable for

Veneering, painting or bonding plastic laminate. It shall be a resin bonded, specification, "marine", brand or

Equivalent. Exposed edges will be finished with a piece of solid wood, tongued, grooved and glued, or as detailed.

HARDWARE: Hinges, locks, latches, door tracks, etc. shall be as specified, and as far as is possible of specified manufacture. In any variation of this the quality of the substitute shall be equal to or better than the originally specified, and the sample should be submitted to the designer\owner for prior approval.

METAL: Where metal lags, frames, sheets, etc. are used, these shall be welded, brazed, bolted or riveted as

Required and on finished surfaces welding, brazing and reverting shall be neatly smoothed so that no evidence of this is apparent on the final finish of the metal which will be as specified on drawing.

On all legs wood or metal, nylon glides or heavy duty castors as indicated, are to be installed.

FINISH: This will be as indicated on the drawing and color scheme charts, and materials (timber, plastic, laminates, lacquer, paints, etc.) must be as specified. No variation will be accepted unless with the prior approval of the Designer & owner. "Backs" of cabinets, etc., where wall hung shall be treated with an approved brand or wood preservative. Full size drawings or prototypes are to be submitted for approval if requested.

NOTE: This specification is of a general type only and must be used in conjunction with the drawings of the

Particular item being made. Anything showing on the drawing, but not in the specification must be complied with and vice versa.

SPECIAL NOTES 1. All laminate shall be 1.0 mm thick on vertical surfaces & horizontal surfaces unless otherwise specified.

2. All hardware like multipurpose locks, hinges, handles, magnetic catches etc. shall be used only after written approval of samples.

3. Rates of all furniture items including three coats of synthetic enamel paint/sprit polish etc. as specified in the BOQ.

4. Each cabinet shall be powder coated handle, Godrej, lock/spring loaded hinges brass ball catches and shutter to be fixed using ½" x 3/4" continuous hinges of approval quality unless otherwise specified.

5. Where ever not specified all exposed surfaces of partition and other wood work shall be finished with three coats of synthetic enamel paint/polish in natural shade as applicable. Nothing extra shall be paid for the same.

2.0 SCOPE OF WORK

The scope of work shall be generally as given in the schedule of items and as mentioned below:-

- A. Providing and Installing Wooden Flooring in the Ground Floor Main Office.
- B. Providing Interior Furnishings such as Counters, Chairs, Display Bulletin boards, Blinds, Sofa, Center table, File Cupboard etc
- C. Manufacturing on Site , Office tables, Reception Table and storage as per its dimensions and design
- D. And providing other miscellaneous things mentioned such as Refridgerator, water dispenser, Automatic sanitizer dispenser, security system, signages, Thumb scanner, PA System.
- E. Installing Fans and AC's in respective areas.

NOTES

1. All items of work under the contract shall be executed strictly in accordance with the description of the item in the Schedule of Quantities, relevant drawings and Specifications read in conjunction with the appropriate Indian standard Specifications, Indian Electricity rules as amended up to date and Conditions of Contract.
2. The rate for each item of work included in the Schedule of Quantities shall unless expressly stated otherwise, include cost of:
 - a. All materials, fixing materials, accessories, operations, appliances, tools, plant, equipment, transport, Labour and incidentals required in preparation for, in the full and entire execution and completion of the work called for in the item and as per specifications and drawings completely.
 - b. Wastage on materials and Labour.
 - c. Loading, transporting, unloading, handling/double handling, hoisting to all levels, setting, fitting and fixing in position, protecting, disposal of debris and all other Labour necessary in and for the full and entire execution and to fully complete the job in accordance with contract documents, good practice and recognized principles.
 - d. Liabilities, obligations and risks arising out of conditions of contract.
 - e. In the event of conflict between schedule of quantities and other documents including the specifications, the most stringent shall apply and the interpretation of the Chief Architect shall be final and binding.
3. The Contractor shall be paid for the actual quantity of work executed by him in accordance

with the drawings at the contract rates.

4. All errors in totaling the amount column and in carrying forward totals shall be corrected.
5. Unless otherwise stated all measurements shall be taken in accordance with Indian Standard Electrical Installation in building Method of Measurement IS 5908 latest revisions/ additions.
6. Necessary liaison shall be done by the Contractor with the local authority for obtaining temporary and permanent electrical connection and installation of all meters etc. The contractor shall submit and prepare all test reports and other documents to the local authorities in consultation and on behalf of the Client.
7. On the completion of the work the Contractor shall submit to the Owner layout Drawings indicating the complete Electrical Installation as installed, These Drawings shall in particular give the following information.

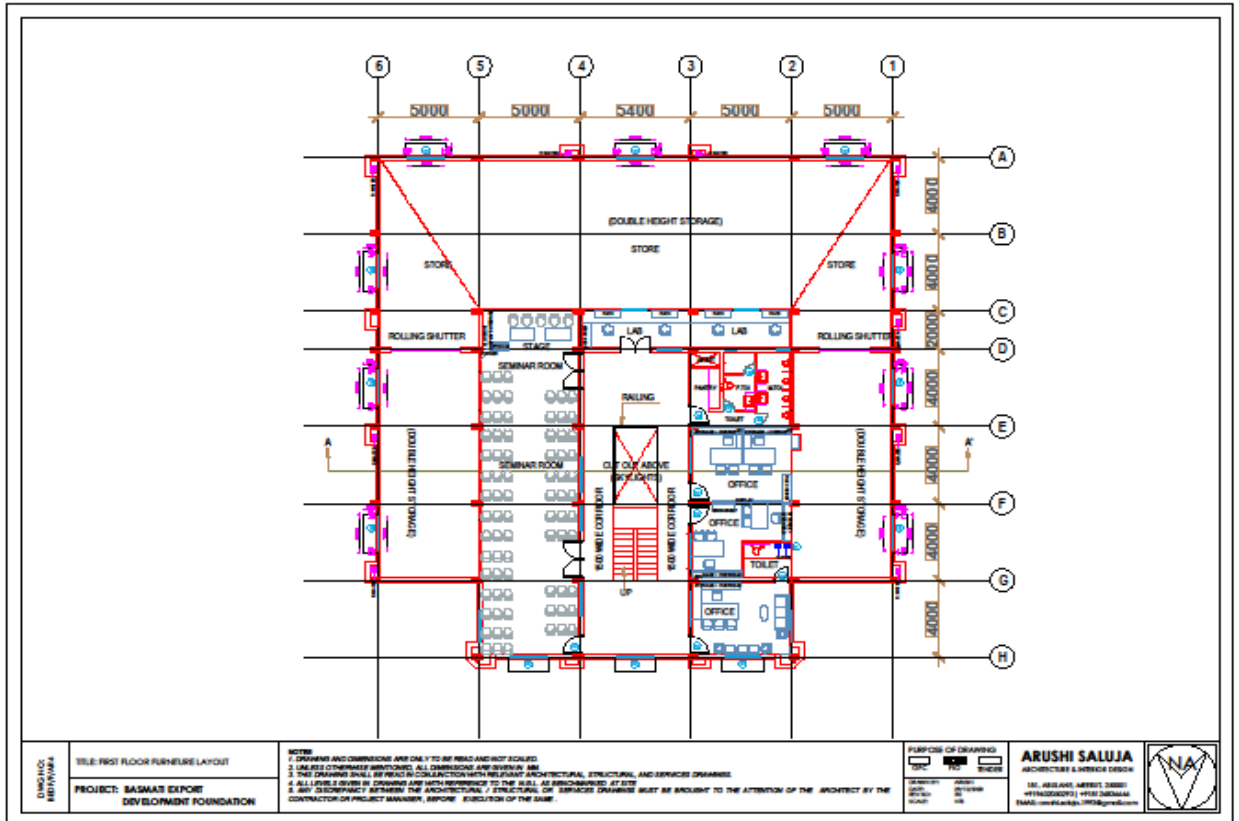
i.

LIST OF APPROVED MATERIALS FOR INTERIOR WORKS (SAMPLES TO BE CHECKED & TESTED AT CONTRACTOR'S COST)		
Make indicated in the under mentioned list of Approved Makes is for general guidance of contractor. Final choice of make& model out of List of Approved Makes shall be of Architect/ Employer.		
S.No.	Material	Approved Make / Brand
I.	INTERIOR WORKS	
1.	MDF / Plywood	Century / Greenply / Durian / Archid
2.	Laminated Sheet	Archidlam / Greenlam / Merino / Formica
3.	Veneer	Green / Duro / Century
4.	Particle board	Archidply / Greenlam / Century
5.	Acrylic sheet	ICI / GE
6.	Marine grade plywood	Century / Kitply / Greenply
7.	Adhesive	Fevicol / Araldite / Savicol
8.	Solid Surfaces (Corian)	DUPOINT / LG / Samsung
9.	Marine grade block board	Century / Kitply / Greenply
10.	Flush Door	Century / Kitply / Greenply / Durian
11.	Polish	Asian / Dulex
12.	Latex	MM Foam or equivalent ISI make
13.	High density foam	U foam or equivalent ISI make
14.	Locks	Godrej / Haffle / Hettich
15.	Storage Hardware	Godrej / Haffle / Hettich
16.	Screws / Nails & other accessories	GKW / Nettleford
17.	False Flooring	Kebao / Armstrong / AMF
18.	Vinyl Flooring	Armstrong / Gerflox / Eurotex
19.	Carpet	Unitex / Armstrong
20.	Wooden laminated flooring	Pergo / Armstrong / Euro
21.	Plain / Toughened glass	Saint-Gobain / Indo Ashai / Modi
22.	Hardware for general staff areas	Dorma / Euro / Ozone / Ebco
23.	Hardware for main glass doors (patch fittings)	Dorma / Euro / Ozone / Ebco
24.	Door closers (general use)	Dorma / Euro / Ozone / Ebco
25.	Floor springs (general use)	Dorma / Euro / Ozone / Ebco
26.	Floor springs for main glass doors	Dorma / Euro / Ozone / Ebco
27.	Aluminum sections for partitions	Jindal / Tata steel
28.	False Ceiling : Gypsum	India Gypsum / Saint Gobain

29.	False Ceiling : Grid (as approved)	Armstrong / AMF or equivalent
30.	False ceiling : Grid	AMF / Armstrong
31.	GI sections	India Gypsum / Saint Gobain / Jindal
32.	Acoustical False ceilings: Mineral Fiber board	Armstrong / Hunter Douglas / Peritex
33.	POP Punning	Gyprock / India Gypsum / Birla
34.	Paint	Asian / Nerolac / Dulex / Berger
35.	Exterior paint	Asian / Nerolac / Dulex / Berger
36.	ACP (Exterior/Interior)	Alstone / Eurobond / Alucobond
37.	Silicon	G E / Dow corning/ Wacer
38.	Rolling / Vertical Blind	Vista / Winfab / Hunter Duglous
39.	Frosted Film	Garware / 3 M
40.	Aluminum Skirting: 50 mm	Jindal
41.	Water Proofing	Pidilite / Dr. Fixit / Fosroc
42.	Hardwood	Salwood / Teakwood / Steam Beach
43.	Glass	Saint Gobain / equivalent





DRAWINGS







FOUNDATION
FOUNDATION



BOQ FOR INTERIOR FURNISHING & AC WORKS FOR BEDF				
S. No.	Description	Unit	Qty.	Reference Images
1	WOODEN FLOORING			
	Providing and fixing minimum 11mm thick Engineering wooden flooring suitable for commercial-heavy use areas like auditorium application of approved make, shade and pattern. The top surface shall have a 0.60 mm thick multi layer high pressure laminate fixed over moisture resistant high density fiberboard substrate. The planks shall be of size: 1200mm x 200/ 125 mm. The flooring shall confirm to JIS Z 2801:2000 standards. The planks shall be placed on an underlay of 0.2mm thick alkali resistant Polyethylene sheet having density 920-935kg/ m3 to resist moisture from the sub floor and to secure the floor installation etc all complete. (Skirting profiles, trims etc shall be included & not paid extra) etc all complete as per detailed architectural drawing. Make Pergo Original/ Floor Master/ Span (basic cost Rs. 3500 / per sqm leaving taxes and freight and loading unloading charges)	sqm.	20	
2	FURNITURE			
	Important Notes:			
	all veneer (Duro group B) are of Base Rate 175 Rs./Sq.ft unless or otherwise specified.			
	all furniture in veneer are with melamine polish included in desire color shade as to be approved by architect's			
	all necessary hardware such as handle, drawer channels, hinges shall be inclusive in the quoted cost.			
	Every individual table to be considered with drawer' and shelf built in as per design and quoted cost shall include this also.			
	all Laminates make Merino/ Green Lam/ Durian/ Formica			
2.1	TABLE/STORAGE FULL / LOW HEIGHT / CREDENZA			
2.1.1	<p>P/F Tables of 2'-6" height made ¾ " th comm board for tables made out of 19mm comm block board for tables/12 mm thk. flexible ply in designs wherever required as per design, with modesty panel, file drawers, all visible areas to be finished with 1 mm premium laminate, in approved color as per drg/detail with pencil drawer, file drawer ,3",6" drawer etc , 3"x 2" steam beech wood leg rest, european/german steamed beech ¾"x ½" edge banding tape on margin and 1½"x 1½" edge banding tape on all edges sides and ¾" X ¾" Ex Steam beech moulding melamine polish at 2" high skirting level with all necessary hettich/ haffle channels, Keyboard and channel ,handles ,hardware, all drawers with telescopic channels and all handles to be stainless steel. as per drgs per design /architect's instructions, (Includes the cost of ¾" X¾" ex steam beech moulding) with 2 or 3 coats of melamine polish to achieve required finish up to satisfaction of the Architect including Godrej locks & S Shandles as per approve etc. al</p> <p>Back Storage/ Over head storage/Credenza- Providing and fixing low/full height storage of following size storage: fabricated out of 19mm BWP commercial board in 1.0mm thk approved laminate from the outside and 0.8 mm laminate on the inside. All storages to have a backing of 12 mm thk MARINE PLY. rate to include back splash of 150mm above the counter in same finish. Shelves also to be lined with 1 mm laminate from inside. All exposed edges to be finished with 2mm thk PVC edge binding or TW edge duco painted as per detail drawings. Cost of the storage</p>			




	units to be inclusive of brushed steel finish handles, SS soft close hinges, towerbolts, Shutter magnets (Medium), locks, tower bolts, magnetic ball catch, hingeetc and all necessary hardware of approved make all complete as per drawing and detail and as per the instructions of the architect. The storages to have a support member of SS brushed steel section as per detail/design/design as provided by the Architect. Note only BWP Board to be Used			
2.1.2	RECEPTION Table Size: Reception Table Size: 5' x 2'6" : Providing and fixing of reception table at location of size 5' x 2'6" , as per design 3'6" height of transaction counter and other is 2'6" height of table. Table to be made of 19mm thick ply/commercial board with necessary framing in TW. Table to have two levels, writing level at 2'6" height and transaction level at 3'6" height. Transaction top of the reception counter to be covered with Transparent Glass. and rest to be finished with 1 mm premium laminate on all external and internal surfaces (as per approval of the Architect)	Nos.	1	
2.1.3	Table of size 7'0" x 3'-0" x 2'-6" high with side credenza / table of size 3'2" x 1'-6" x 2'-4" to 2'-6" with back storage counter of 6' x 1'-6" x 2'-6" and (L- Shaped) over head storage (with glass panels) of size 13.5' x 1'-6" x 2'-6" 32 mm (L- Shaped) fabric screen of size 13.5' x 2' above Table + Credenza and Back storage with necessary accessories for support. (For Office 1) All exposed area to be finished with 1 mm premium laminate on all external and internal surfaces (as per approval of the Architect)	Nos.	1	
2.1.4	Table of size 5' x 2'-6" x 2'-6" high with back storage counter 8' x 1'-6" x 2'-4" to 2'-6" with 32 mm fabric screen above table top with necessary accessories for support and above fabric screen, over head storage of size 8' x 1'-6" x 2' (For Office 2) All exposed area to be finished with 1 mm premium laminate on all external and internal surfaces (as per approval of the Architect)	Nos.	1	
2.1.5	Table of size 4' x 2'-6" x 2'-6" high with back storage counter 6' x 1'-6" x 2'-4" to 2'-6" with 32 mm fabric screen above table top with necessary accessories for support and above fabric screen, over head storage of size 6' x 1'-6" x 2' (For Office 2) All exposed area to be finished with 1 mm premium laminate on all external and internal surfaces (as per approval of the Architect)	Nos.	2	
2.1.6	Table of size 5' x 2'-6" x 2'-6" high with back storage counter 6' x 1'-6" x 2'-4" to 2'-6" with 32 mm fabric screen above table top with necessary accessories for support and above fabric screen, over head storage of size 8' x 1'-6" x 2' (For Office 3) All exposed area to be finished with 1 mm premium laminate on all external and internal surfaces (as per approval of the Architect)	Nos.	2	
2.1.7	Pantry over head storage of size 6.9' x 1'-6" x 2'	Sq.mt	2	
2.2	Bookshelf- Size: 914 mm (W) x 320 mm (D) x 1742 mm (H), Construction & Material § Rigid Knock down construction. Prime Quality CRCA Steel - Panels & Frame from 0.8 mm thick. Door Features / Locking Each Door has 10 Lever Cam lock with common ke, Each Door has 3 mm Thk transparent glass for clear inside vision secured in a Metal Frame through rubber gasket, Each door has a Scissor mechanism for receding inside the top of respective compartment & ensures parallel & smooth movement. Each	Nos.	3	



	door has Plastic side end caps as Handle which is easy to grip Each compartment has storage shelf, Uniformly Distributed Load Capacity per each shelf is 80 Kg maximum. Finish § Epoxy Polyester Powder coated to the thickness of 50 microns (+/-10). <i>or near equivalent</i>			
2.3	Delivery Counter-Size: 975mm L x 792mm B x 750mm D, Top of desk are made from 18mm thick pre - laminated board with PVC edge beading on all sides. Understructure made of 25.4 x 25.4mm x 1.25mm thick powder coated ERW tubes at base which are welded to the desk and seat supports that are made of 1.0mm thick powder coated MS 'C' sections. Stiffner that are provided between the 2 vertical frames at base and back of seat are made from 25.4 x 25.4 x 1.25mm thick powder coated ERW tubes. Thetubes are closed with plastic caps. Additional horizontal supports of 1.5mm thick powder coated MS 'C' sections are placed below the desk and seat to add to the rigidity of the structure. The storage shelf is made from 0.8mm thick powder coated MS sheet which is affixed below the desktop. Hooks are provided on either sides of the Vertical Frame of the desk, for hanging bags / bottles. level adjustors are provided to take care of unevenness in floor. <i>or near equivalent</i>	Nos.	1	
2.4	In-Built Almirah- As per existing Built-in Almirah on Ground Floor (Metal shelves and doors) Welded Almirah made with 0.8mm thk CRCA steel epoxy powder coated, size: 1.24m x 1.86m. The almirah should have 4 nos adjustable full shalves. Should have hinged door arrangement and the lock should have 3 way locking machanism. Should havescrew type leveler for adjusment. <i>or near equivalent</i>	Nos.	7	
2.5	Wooden Almirah (Stage) Providing and fixing in position 400mm deep and 2000mm in length with full height wooden Cupboard of required size made of 19mm thick BWP board of approved make on top, bottom, sides, partitions, shelves and shutters at bottom up 900mm height. 6mm thick toughened frameless glass for shutters above 900mm with all hardwards / fittings. 1.0 mm thick laminate of approved make and shade on shutters & exposed sides of cabinets wherever required and 0.8 mm thick laminate shall be fixed on all unexposed inner faces of cabinet. Back side of cabinet shall be finished in two or more coats of synthetic enamel paint of approved make and colour including anti-termite treatment, wooden lipping, suitable locking arrangement, all types of screws, fasteners, hinges / piano hinges, wooden screws, adhesives, polishing / painting of lipping, magnetic catchers, tower bolts, door handles/ knobs and all other types of necessary fittings etc. complete as per design, drawing and site condition as directed by the Engineer-In-Charge. (Only front elevation area shall be measured in Sqm for payment).	Nos.	1	

BOQ FOR INTERIOR FURNISHING & AC WORKS FOR BEDF				
S. No.	Description	Unit	Qty.	Reference Images
IX	MISCELLANEOUS			
3	BLINDS			
	Roman Blinds			
	Providing and fixing manually operated roman blind MAC, Vista or equivalent having chain mechanism in desired design and shade complete in all respect, (Fabric Specification 100% Polyester, fabric thickness 0.6-0.7 mm, fire resistance NFPA 701:2000 Method 1 : BS5867-2:2008 : 6 grade colour fastness to lightNFPA 701:2000 Method 1 : BS5867-2:2008 : 6 grade colour fastness to light	Sq.mt	50	
4	Providing and Fixing Signage			
4.1	Toilet signages (Gents)- on door : Acrylic duco painted signage with text / graphics in 3M grade vinyl Size : 200 mm wide x 200 mm tall * sign mounted on door	Nos.	2	
4.2	Toilet signages (Ladies)- on door : Acrylic duco painted signage with text / graphics in 3M grade vinyl Size : 200 mm wide x 200 mm tall * sign mounted on door	Nos.	2	
4.3	Toilet way signage (in corridor)	Nos.	1	
4.4	Room Naming (In vinyl on glass) : Ht. 30mm, Font : Expert sans regular, Length Max. 450 mm Ref. : Colour 100 % cyan. 4 colour process C100 MO to KO. RGB : R0 G164 B232	Nos.	12	

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BOQ FOR INTERIOR FURNISHING & AC WORKS FOR BEDF				
S. No.	Description	Unit	Qty.	Reference Images
5	LOOSE FURNITURE			
5.1	SOFAS			
5.1.1	<p>Three seater sofa- Supplying, and placing in position of three seater sofa as per Image.A supple Camel Brown premium Leatherette upholstery adds class to the soft cushioned backrest and seating. Sitting proudly on sleek steel legs the sofa exudes a sense of comfort that is perfect for any space. Material & subtype:Premium Leatherette, Colour & Colour Family:Brown-Camel Brown, Seating Height:16.14" ,Legs:Stainless Steel, Finish:Matte, Size:Compact, Style:Modern, Texture:Two Tone. steam beech solid wood have used for framing construction of sofa .The seat cushion is made of multi layered foam of density 32-35 kg/m3. The seating cushion have 2.75 & 1.75 inches of elastic webbing. The thread used is nylon bonded to provide lasting stitch strength . The backrest has a foam of 28kg/m3 with polyester polyfill outer layer of 200 gsm. The polyester polyfill keeps the upholstery wrinkle free & soft. The product should be from company which have BIFMA member, Greenguard, sefa & AIOTA certification under the guidance of project Architect. Preferred Make: Durian windsor/2 or equivalent make in Godrej</p>	per seat	1	
5.1.2	<p>2 Seater Sofa- Supplying, and placing in position of two seater sofa as per Image.A supple Camel Brown premium Leatherette upholstery adds class to the soft cushioned backrest and seating. Sitting proudly on sleek steel legs the sofa exudes a sense of comfort that is perfect for any space. Material & subtype:Premium Leatherette, Colour& Colour Family:Brown-Camel Brown, Seating Height:16.14" ,Legs:Stainless Steel, Finish:Matte, Size:Compact, Style:Modern, Texture:Two Tone. steam beech solid wood have used for framing construction of sofa .The seat cushion is made of multi layered foam of density 32-35 kg/m3. The seating cushion have 2.75 & 1.75 inches of elastic webbing. The thread used is nylon bonded to provide lasting stitch strength . The backrest has a foam of 28kg/m3 with polyester polyfill outer layer of 200 gsm. The polyester polyfill keeps the upholstery wrinkle free & soft. The product should be from company which have BIFMA member, Greenguard, sefa & AIOTA certification under the guidance of project Architect. Preferred Make: Durian windsor/2 or equivalent make in Godrej</p>		1	
5.1.3	<p>SS 3 Seater sofa-</p> <p>Silver three seater waiting chair made from alloy steel and powder coated. Attractive design and beautiful finish to enhance the space it occupies.</p> <p>Comfortable seat with sturdy back designed for user comfort and can handle up to 325-350 kg weight. The waiting chair is made to be sat in for longer period with minimal discomfort.</p> <p>Extra durable parts, stable and long-lasting support with carefully welded connections to ensure longer life. The waiting chair is made to last and also protected from corrosion.</p> <p>Stylish chrome plated arms and legs, with perforated powder coated metal chairs. Easy to clean and disinfect to maintain a hygienic atmosphere.</p> <p>Colour Silver/Black</p>		2	

	Material Maximum Weight Recommendation Weight Frame Material Size Net Quantity	Stainless Steel 350 Kilograms 20 Kilograms Stainless Steel, Alloy Steel Standard 1.00 count			
5.2	Supplying and placing Centre table of Dimensions 1100 x 600 x 460 with 10 mm tampered glass top, 8 mm tampered bottom glass for storage option. Chrome plated understructure. Having Passed 48 hours salt spray test. Glass attached to the understructure via UV disc. Load bearing capacity : 30Kg.	No.	1		
5.3	Supplying and placing centre table of dimensions: 1100 x 700 x 450 • Combination of glass + MDF. • 10 mm glass top • High Gloss PU , Lacquer on MDF in mocca shade • Black tampered glass • Load Bearing Capacity : 30 kg. (For Seminar Hall Stage)	No.	2		
5.4	Side Table 1.5ft x 1.5ft with 10 mm tampered glass top, 8 mm tampered bottom glass for storage option. Chrome plated understructure. Having Passed 48 hours salt spray test. Glass attached to the understructure via UV disc.	No.	3		
5.5	CHAIRS				
5.5.1	EXECUTIVE CHAIR				
	Supplying, and placing in position of 360 degree revolving high back chair as per Image. The high mesh back chair is a magnificent chair with creative tree detailing, so when you look at it from afar it feels as if a tree is emerging from the roots to the branches and leaves on the top. The leaves add function to the design being adjustable for improved lumbar support. The chair with adjustable headrest & armrests. Material & Subtype: Mesh, Colour & Colour Family: Black, Dimension(W)600mm X (D)500mm X (H)1282mm, Back Type:high Back, Base:Aluminium Base, Base Type:Revolving, Maximum Seating Height: 21.25" ,Minimum Seat Height:17.32", Function: Revolving::Pneumatic Height Lift::Adjustable :Multi-Locking Knee Tilt::Adjustable Armrest, 3 D Lumbar Support,Locking Mechanism: self tension adjustment/any position multi locking, chair Handle: adjustable handle with pp pad . The Seat are made up of 12mm thk hot pressed plywood upholstered with moulded foam and fabric, chair	No.	13		

	seat has foam of density 32-35 kg/m3. The product should be from company which have BIFMA member, Greenguard, sefa & AIOTA certification under the guidance of project Architect. Preferred model: Durian Nature/HB or equivalent makes in Godrej			
5.5.2	VISITOR CHAIRS			
	Supply and Installation of Godrej Chair Model- EARL Visitor (Overall size- 55W x 58D x 84H, Seat height- 45; in cm) The rates should include all material, labour , T and P and Cartage etc.	No.	100	
5.5.3	PREMIUM CHAIR			
	Supplying and placing in position of 360 degree Revolving High back chair of size(W)620mm X (D)490mm X (H)1240mmas per image . The chair with arm rest of which seat shall be made up of 12mm thk hot pressed two pieces plywood upholstered with fabric in front and back in ABS moulded with polyurethane foam. Provision of tilt tension adjustment,upright locking facilityand full 360 degree swivel mechanism . The base should be made of crome finished and fitted with 5 nos twin wheel castor. The pitch centre diameter of the base along with castors should bot exceed 660mm, hydraulic height adjustment stoke should be 60-80mm and shall be operated at 30 kg. extension force. Seat & back are made up of 12mm thk hot pressed plywood upholstered with PVC with polyurethane foam, chair seat has foam of density 28-32 kg/m3. The backrest has a foam of 28D. The product should be from company which have BIFMA member, Greenguard, sefa & AIOTA certification under the guidance of project Architect. Preferred model: Durian MMPL/70001/HB or equivalent makes in Godrej	No.	1	
5.6	ALMIRAH (METAL)			
	Welded Almirah made with 0.8mm thk CRCA steel epoxy powder coated, size: 1.24m x 1.86m. The almirah should have 4 nos adjustable full shalves. Should have hinged door arrangement and the lock should have 3 way locking machanism. Should havescrow type leveler for adjustment. or near equivalent	No.	1	
6	Installing Security System 8DVR Make- CP Plus / Godrej CP Plus 8 Channel DVR -1 Pc CP Plus HD 1 MP Night vision Dome Cameras - 6 Pcs CP Plus HD 1 MP Night vision Bullet Cameras - 2 Pcs 2.0 T.B Surveillance Hard Disk Drive - 1 Pc	No.	1	

	8 Channel Power Supply - 1 Pc, 90 Meter wire and all required BNC & DC Connectors 2.0 T.B Hard Disk Drive - 1 Pc			
7	<p>Installing PA System- Make – BOSE</p> <p>(1) Bose S1 Pro Multi-Position PA System (1) Bose S1 Pro Backpack for S1 Pro System (1) Shure SM58 Cardioid Dynamic Vocal Microphone (1) Pig Hog Black & White Woven Mic Cable, 20ft XLR (3) Portable Mic</p>	No.	1	
8	<p>TV Screen 86", Make- LG or equivalent. Width x Height x Depth (without stand) 1938 x 1114 x 68</p> <p>Speaker Output RMS- 80W Processor- Quadcore Refresh Rate (Hz)- 200</p>	No.	1	
9	<p>Plastic Planters with bottom plate (heavy duty plastic) Size- 14 inch (bottom dia) Colour- White</p>	No.	50	
10	<p>Door Mats</p> <p>Size 120x40 Product Dimensions 120L x 40W Centimeters Colour Brown</p>	No.	12	

	<p>Pattern Plain</p> <p>Material Coir</p> <p>Item Shape Rectangular</p>			
11	<p>PODIUM STAND</p> <p>1. Size:(Lx B x H): 609x508x1067+6-3" glass tower with inclination</p> <p>2. Made from 18mm dense plywood of ISI mark 303 grade covered on all sides with postform mica. Having 12mm Toughened glass shelf of 8 mm from top inclined towards back side. Inclination of 64 mm</p> <p>4. A single shelf of height 304 mm</p> <p>5. Colour : Brown</p>	No.	1	
12	<p>Thumb Scanner Savior, Realtime or equivalent</p> <p>1000 Fingerprint/Card/Password Capacity</p> <p>500 DPI Fingerprint Sensor</p> <p>Direct Excel Report from device</p> <p>2.4" TFT Color Display with LED and Voice Indication</p> <p>USB Port</p>	No.	2	
13	<p>Ceiling Fans Make: Orient , havells or equivalent</p> <p>Super-efficient noise less motor</p> <p>Remote Control for ease of operation : ON & off , Boost Mode, 5 Speed Settings and Timer Option(2,4,6,8 hours)</p> <p>5 Star rating for energy saving</p> <p>3 year On Site Warranty</p> <p>Included Components Remote</p> <p>Mounting Type Downrod Mount</p> <p>Indoor Usage</p> <p>Colour White</p> <p>Item Dimensions LxWxH 120 Centimeters</p> <p>Material Aluminium</p> <p>Controller Type Remote Control</p> <p>Number of Speeds 4</p> <p>Number of Blades 3</p>	No.	20	
14	<p>SPLIT A.C (1.5 Ton) Make: OGeneral, Carrier, LG or equivalent</p> <p>Model Name Wall Mounted EFFICIENT & TROPICAL INVERTER</p> <p>Special Feature Human sensor, Wide Voltage Range, Ambient Operating Range</p> <p>Warranty Type Manufacturer</p> <p>Colour White</p> <ul style="list-style-type: none"> Capacity Of 1.5 Ton gives perfect cooling R-32 Refrigerant does not harm the Ozone layer Hyper Tropical Twin Rotary Compressor gives long-lasting usage Approximate Coverage Area â€” 180 Sq.Ft (16.72 Sq.M) Dimension: IDU â€” 98.00 x 28.00 x 24.00 cms, ODU â€” 79.90 x 63.20 x 29.00 cms Copper Condenser 	No.	7	

	<ul style="list-style-type: none"> Manufacturer Warranty: 1 year on product, 10 years on compressor Faster cooling New models accelerate to cool air quicker to reach the setting temperature in the entire room than the current models do. High Reliability 			
15	<p>Refrigerator 200L Make: Whirlpool LG, Samsung or equivalent</p> <p>Direct-cool refrigerator: 190 L with 4S Energy rating</p> <p>Modern door design with metallic handle, curved edges and Steel finish to compliment your house</p> <p>IntelliSense Inverter Technology, with energy efficient inverter compressors</p> <p>Preserves milk for upto 12 hours (in case of power cuts)</p> <p>Upto 7 days of Garden freshness with Honeycomb lock in that maintains optimum moisture in your vegetables</p> <p>Equipped with Microblock technology that prevents 99% bacterial growth</p> <p>Shelf type: Spill proof toughened glass</p>	No.	1	
	<p>Colour Steel Grey</p> <p>Finish Type Metallic</p> <p>Model Name Ice Magic Pro</p> <p>Form Factor Standard_single_door</p>			
16	<p>Water Dispensor Make: Bluestar , Voltas or equivalent</p> <p>Refrigerant :- Non CFC (R134a)</p> <p>Cabinet Type :- Cooling Cabinet</p> <p>Additional Features:- Compressor cooling</p> <p>Cold Water Storage Capacity:- 3.2 Litres</p> <p>Hot Water Storage Capacity:- 1 Litres</p>	No.	1	
	<p>Colour Black/White</p> <p>Material Plastic</p> <p>Item Display Dimensions 29 x 31 Centimeters</p> <p>Capacity 1 litres</p> <p>Brand VOLTAS</p>			
17	<p>Sanitizer Dispensor Automatic Make: Hi-Genie, NETBOON, Kent or equivalent</p>	No.	1	
	<p>Colour Bulge Spray</p> <p>Material ABS/POM</p> <p>Brand Hi-Genie</p> <p>Item Dimensions LxWxH 15.5 x 12 x 47 Centimeters</p> <p>Shape Rectangular</p>			
18	<p>JANITORIAL TROLLEY -Specification: 1060(h) x 820(w) x 570(d) 1. Multiple Bins, Broom/Mop Clamp, 18 Ltr Mop Bucket & Wringer 2. Includes 120Ltr Waste Sack Bin & 3 x Trays 3. Non-Marking 120mm Castors 4. GC :150 mm 1</p>	No.	1	
19	<p>Induction-</p> <p>Philips Viva Collection HD4928/01 2100-Watt Induction Cooktop (Black)</p> <p>Materials of Main Body-Mirco crystal plate</p> <p>Height-65 mm</p> <p>Width-281 mm</p> <p>Depth-356 mm</p>			

	<p>Weight (Incl. Packaging)- 2.8 kg Voltage-220-240 V Frequency-50 Hz Cord Length-1.2 m</p>			
20	<p>Microwave Oven- (Make-LG)</p> <p>LG 28 L Convection Microwave Oven (MC2886BRUM, Black)</p> <p>28L Capacity: Suitable for large families, Microwave Frequency(MHZ): 2450 Convection Mode. Installation Type- Countertop Wattage- 1950 watts Warranty: 1 year on product and 4 years on Magnetron Control: Tactile buttons to set the temperature/timer & Jog Dials that are simple to use with a long life</p>			
Total to be carried over the summary				



FINANCIAL BID- PART II

TENDER FOR INTERIOR-FURNISHING & AC WORK FOR BASMATI EXPORT DEVELOPMENT FOUNDATION (BEDE), MODIPURAM, MEERUT, UTTAR PRADESH, 250110					
S.No.	Description	Unit	Total Qty.	Rate	Amount
1	WOODEN FLOOR TILES	SQM	20		
2	FURNITURE-				
a	Reception Table	SQM	3		
b	Office Table	SQM	12		
c	Credenza	SQM	2		
d	Back Storage	SQM	8		
e	Overhead Storage	SQM	12		
f	Bulletin Board	SQM	13		
2.2	Book shelf	EACH	3		
2.3	Delivery Counter	SQM	1.5		
2.4	Built-in Almirah	SQM	21		
2.5	Wooden Almirah (Stage)	SQM	2		
3	ROMAN BLINDS	SQM	50		
4	NAME PLATES / SIGNAGES	EACH	17		
5	LOOSE FURNITURE-				
5.1.1	3 Seater Sofa	EACH	1		
5.1.2	2 Seater Sofa	EACH	1		
5.1.3	SS 3 Seater Sofa	EACH	2		
5.2	Center Table for office	EACH	1		
5.3	Center Table for stage	EACH	2		
5.4	Side table	EACH	3		
5.5.1	Executive chair	EACH	13		
5.5.2	Visitor chair	EACH	100		
5.5.3	Premium chair	EACH	1		
5.6	Almirah metal	EACH	1		
6	SECURITY SYSTEM 8DVR	EACH	1		
7	PA SYSTEM	EACH	1		
8	TV SCREEN 86"	EACH	1		
9	PALSTIC PLANTERS WITH BOTTOM PLATE	EACH	50		
10	DOOR MATS	EACH	12		
11	PODIUM	EACH	1		
12	THUMB SCANNER	EACH	2		
13	CEILING FAN	EACH	20		
14	SPLIT AC 1.5 Ton	EACH	7		
15	REFERIGERATOR	EACH	1		
16	WATER DISPENSOR	EACH	1		
17	AUTOMATIC SANITISER DISPENSOR	EACH	1		
18	JANITORIAL TROLLEY	EACH	1		
19	INDUCTION	EACH	1		
20	MICROWAVE OVEN	EACH	1		
	TOTAL AMOUNT (Rs)				

Total amount in words-.....

Submitted by -

Name ,Signature and Seal of Bidder/ Contractor :

Date-.....

**TENDER FOR INTERIOR-FURNISHING & AC WORK FOR BASMATIEXPORT
DEVELOPMENT FOUNDATION (BEDF), MODIPURAM, MEERUT, UTTAR
PRADESH, 250110**

FINANCIAL BID- PART II

**To,
The Director,
Basmati Export Development Foundation
3rd Floor,
NCUI Building, August Kranti Marg,
Opp. Asiad Game Village Road,
New Delhi 110016.**

Subject: Price Bid for TENDER FOR INTERIOR-FURNISHING & AC WORK FOR BASMATI EXPORT DEVELOPMENT FOUNDATION (BEDF), MODIPURAM, MEERUT, UTTAR PRADESH, 250110

Dear Sir,

The undersigned bidder, having read carefully and examined the tender document in respect of "TENDER FOR INTERIOR-FURNISHING & AC WORK FOR BASMATI EXPORT DEVELOPMENT FOUNDATION (BEDF), MODIPURAM, MEERUT, UTTAR PRADESH, 250110" and does hereby express his interest to carry out the work as specified. The undersigned bidder will charge on Item rate basis- **(Detailed Price schedule to be filled by the bidders based on BOQ provided to technically qualified bidders for quoting prices)**

Summary of Price Schedule:

Total Cost of interior-furnishing & AC work as per the Detailed Price schedule including Taxes and Duties = Rs.

.....

Total Cost of interior-furnishing & AC work as per the detailed price schedule including Taxes and Duties (in words) = Rs.

.....

The above includes Taxes and Duties of Rs.....

Note – 1. The rates quoted & the total cost is firm & inclusive of designing, execution, supply, freight, installation, all taxes & etc.

2. The final design along with BOQ, Specifications and Makes will be made available to all the technically qualified bidders for quoting their prices.

Total amount (Rs.)-.....

Total amount in words-.....

Submitted by -

Name, Signature and Seal of Bidder/ Contractor :.....

Date-.....