



TENDER DOCUMENT

PART - I **PRELIMINARIES**

DESIGNING & EXECUTION OF INTERIOR WORKS OF THE COMMON FACILITY CENTRE (CFC) ON TURN KEY BASIS AT 04 LOCATIONS IN GUJARAT

Tender No.:GJEPC/CFC PROJECT/APRIL:2016-2017/001

CLIENT/NODAL AGENCY : THE GEM & JEWELLERY EXPORT PROMOTION COUNCIL

Head Office

Tower No. AW 1010, G-Block, Bharat
Diamond Bourse, Opp. Nabard,
Bandra-Kurla Complex, Bandra - East,
Mumbai - 400051
Ph. : 022 - 26544000 Fax : 022 - 26524764
E-Mail : ho@gjepcindia.com

Regional Office - Gujarat

401-A, 4th Floor,
International Commerce Centre (ICC)
Near Kadiwala School, Ring Road,
Surat - 395002
Ph. : 0261 - 2209000 Fax : 0261 - 2209040
E-Mail : surat@gjepcindia.com

PROJECT MANAGEMENT CONSULTANT

Indian Diamond Institute
GIDC Katargam, Sumul Dairy Road, Surat - 395008
Ph. : 0261 - 2407847 / 48 Fax : 0261 - 2407849
E-mail : info@diamondinstitute.net

PART - I

PRELIMINARIES

Background of the CFC Project:

Gujarat is the hub for Diamond Manufacturing. Diamond manufacturing units are operated in South Gujarat, North Gujarat & Saurashtra regions of Gujarat. Diamond manufacturing activities are widely spreaded throughout the Gujarat state. Diamond manufacturing units are established and operated even in the interior villages of Gujarat. Diamond industry has been providing a sustainable employment to the people since so many years. Surat is the world's biggest diamond manufacturing centre. In Surat, diamond industry consists of a bouquet of well established diamond units having worldwide reputation as sight holders and medium & small scale diamond manufacturing units. Some of the Diamond manufacturing units situated in Surat, are very well equipped with state-of-the art-equipments and produce & maintain the quality of the finished goods that matches the international standards. Diamond industry is a labour intensive industry with high potential of employment to the needy, less educated unemployed people particularly in rural area. However, small & medium diamond manufacturing units located in small towns and interior villages of Gujarat are still operating with the old technology, as cost to upgrade/acquire /install a state-of-the-art technology/equipment is not affordable to them. This has resulted into low productivity and also affecting the quality of the finished goods produced.

Keeping above issues in mind, establishment of CFC was conceptualized. Establishment of CFC in small towns and villages would greatly help to transfer the technological advancement benefit to the needy diamond manufacturer.

The objectives of establishment of CFC are as under:

Diamond Industry experienced a severe recession in the year 2008. At the time of recession, the artisans engaged mainly in cutting and polishing of diamond migrated to the towns & villages & joined the diamond industry operated in their villages or established their own diamond manufacturing units to be operated on jobwork basis. Most of the diamond units operated from the town/villages were equipped with old technology and thus follow the traditional method of diamond cutting & polishing. As a result they did not succeed to obtain the better yield & better quality of the finished goods (Polished Diamonds). Considering this issue, with the following objective establishment of CFC was considered.

- Providing access to common pool of high end & capital intensive state-of-the-art machinery/equipments which are otherwise prohibitive for individual small & medium diamond manufacturer.
- To assist, motivate & provide them an opportunity to take benefit of the costly state-of-the-art equipment to improve upon the quality, productivity and yield of the finished diamonds.
- To provide easy access to specialized services such as Diamond Planning & Marking, Laser Processing with 4P laser machine, Laser Sawing.

- Help them to fulfill their delivery schedule/commitment on time by providing more productive machines in their nearby vicinity.
- To provide services to small & medium diamond manufacturer at reasonable rates.
- To provide common platform for technology transfer & Re-Skilling of the existing artisans by providing them training on Diamond Grading aspect & also organizing seminars by industry leaders.

PROJECT SPONSORER:

Project of establishing /setting up of Common Facility Centre is funded by the Department of Commerce, Ministry of Commerce & Industry, Government of India under 12th Five Year Plan

PROJECT PROMOTER / NODAL AGENCY

THE GEM AND JEWELLERY EXPORT PROMOTION COUNCIL, a company incorporated under the provisions of Section 25 of the Companies Act, 1956 and having its registered office at Tower No. AW 1010, G-Block, Bharat Diamond Bourse, Opp. Nabard, Bandra-Kurla Complex, Bandra - East, Mumbai – 400051 having its Gujarat Regional Office at 401-A, International Commerce Centre, Near Kadiwala School, Ring Road, Surat - 395002 is appointed by MoC&I, Government of India as an nodal agency for the CFC project.

GJEPC is a non-profit making company sponsored by the Ministry of Commerce and Industry, Government of India. GJEPC *inter alia* represents and promotes the activities of Indian gems and jewellery exporters and that of the Indian gems and jewellery industry and such other activities relating / incidental to the promotion of the said industry.

PROJECT MANAGEMENT CONSULTANT(PMC)

INDIAN DIAMOND INSTITUTE, is a Society registered under Societies Registration Act, 1860 and also under the Bombay Public Trust Act, 1950 and having its registered office at Katargam GIDC, Sumul Dairy Road, Surat – 395008 is appointed as Project Management consultant by The GJEPC for successful implementation of the CFC project at Amreli, Ahmedabad, Visnagar and Palanpur in the first phase..

Scope of work :

Designing & execution interior of the Common Facility Centre on turnkey at 04 locations in Gujarat (Visnagar, Ahmedabad, Palanpur & Amreli) .

Work involving Designing & interior works of approximately 10,000 to 12000 sq carpet areas (individually 2500 to 3000 sq. ft for each location) at four different locations (Visnagar, Ahmedabad, Palanpur & Amreli) in Gujarat. The above work would cover interior designing as per floor plan provided for the site & execution of the same in line with the approved design for

equipping the centre with Furnitures & Fixtures, Furnishing, Ceiling work, cabling work for machinery, lighting, projectors, CCTV, Access Control, Lan cabling, EPABX cabling, Cabling for Fire Detection, Air Conditioner, Generator & Central servo stabilizer, cabling for on line UPS etc. Miscellaneous Civil work such as drainage, plumbing, paving, tiling, plastering, RCC work etc. would be also covered as per the requirement.

The bidder will have to provide the interior design for each location supported by estimated bill of quantity (BOQ) and cost estimates. The bidder is required to prepare detailed plans, working drawings, Furniture designs, firefighting details, Access Control CCTV cabling, and cabling details, Electrical drawings, estimates, and structural designs (if required) and drawings for miscellaneous civil work, electrical, water supply and sanitary arrangements.

The plans shall include Eco-friendly, cost effective, fast constructive technology concepts and it shall satisfy all relevant IS codes.

Design for each location :

- Bidder shall prepare preliminary architectural/interior designs for the proposed Common Facility Centre at Visnagar as per floor plan provided with tender documents & submit it along with tender documents.
- Participate in the discussions / meeting / presentation for proposed preliminary designs, if called for. Bidder will carry out the modifications in the design as per the requirement of owner if required any.

Working drawings:

- Architectural drawings: After obtaining clearance from the Competent Authority for the preliminary designs, the successful bidder shall have to submit the detailed Architectural/Interior drawings with elevations, sections and all the relevant details necessary for execution of work. Bidder shall also submit a detailed implementation planning with time line & mile stones.
- Electrical layout: Preparation of electrical layouts showing the entire distribution system including internal and external electrification details also include lay out for LAN, CCTV, EPABX, Fire Detection, Access Control, Electric panel drawing etc as per requirement.
- Sanitation and water supply layouts: preparation and Supply of layout plans of internal and external water supply and sanitary arrangements.
- Safety & Security System (Fire Fighting, CCTV, Access Control, EPABX, Fire Detection etc.): Preparation of schematic proposals showing provision to meet requirements for the same.

Deliverables :

The following final outputs shall be furnished to the Client.

- A concise design report duly mentioning the arrangement of various rooms/Department, office rooms, toilets, conference Room, etc., HVAC, firefighting/Detection, Engineering Services(If any), site development works including internal and external amenities such as water supply, sanitary arrangements and electrical services provided and earthing etc.
- For preparation of preliminary drawings, initial site visits before start of work(if bidder feel so) site survey, preparation of site plan, , discussions with user group, preparation of detailed final Architectural, structural, water supply and sanitary arrangement (internal & external) drawings
- Minimum 03 site visits during work in progress to supervise / co-ordinate the execution of works at appropriate intervals by the bidder is expected. However, these visits are minimum and bidder will visit for more time if require to meet the project time line.
- Bidder shall submit five sets of approved drawings showing the layouts and floor plans along with a site development plan showing the layout of CFC, electrical drawings, HVAC Drawings, Fire Detection water supply, sanitary and drainage lines etc. which shall be used for execution of work.
- To select and appoint appropriate Vendors and/or Contractors for the purpose of carrying out the said interior work;
- To design the Premises of CFC as per the floor plan provided and to direct, control / supervise, co-ordinate with and execute the services through the appointed Contractors and Vendors for the purpose of carrying out the interior work of the Premises;
- To act as turnkey contractor to execute all the work as mentioned in the scope;
- To co-ordinate with the dedicated representative of GJEPC/IDI on regular basis.
- To be solely responsible for the selection of and to direct, control and co-ordinate with the Contractors and Vendors engaged to provide Labourers and / or raw materials and / or perform specialised functions for the purpose of carrying out the interior work of the said Premises;
- To supervise the material used and work executed by the Vendors and / or Contractors appointed for the purpose of carrying out the interior work of the Premises in accordance with the design as approved by competent committee.

- Provide architectural/interior designers inputs, as may be required by GJEPC for white goods procurement by GJEPC for the aforesaid project.
- To ensure that appropriate quality of material is supplied by the Vendors for raw materials used;
- To mediate and deal with all disputes arising between Vendors, Contractors or their Labourers ;
- Verify and certify the delivery challans and invoices of the Vendors and / or Contractors, for assuring the quality of material procured.
- To complete all the aforesaid functions and Services within a time period of 100 days from the issue of letter of intent (LoI) including mobilisation period.

Review Meetings:

The bidder shall attend Review meetings that will be conducted periodically by the GJEPC at pre-decided date / venue preferably on weekly basis.



TENDER DOCUMENT

PART-II (Volume-I)

TECHNICAL BID

DESIGNING & EXECUTION OF INTERIOR WORKS OF THE
COMMON FACILITY CENTRE (CFC) ON TURN KEY BASIS AT 04
LOCATIONS IN GUJARAT

Tender No.:GJEPC/CFC PROJECT/APRIL:2016-2017/001

CLIENT/NODAL AGENCY : THE GEM & JEWELLERY EXPORT PROMOTION COUNCIL

Head Office

Tower No. AW 1010, G-Block, Bharat
Diamond Bourse, Opp. Nabard,
Bandra-Kurla Complex, Bandra - East,
Mumbai - 400051
Ph. : 022 - 26544000 Fax : 022 - 26524764
E-Mail : ho@gjepcindia.com

Regional Office - Gujarat

401-A, 4th Floor,
International Commerce Centre (ICC)
Near Kadiwala School, Ring Road,
Surat - 395002
Ph. : 0261 - 2209000 Fax : 0261 - 2209040
E-Mail : surat@gjepcindia.com

PROJECT MANAGEMENT CONSULTANT

Indian Diamond Institute
GIDC Katargam, Sumul Dairy Road, Surat - 395008
Ph. : 0261 - 2407847 / 48 Fax : 0261 - 2407849
E_mail : info@diamondinstitute.net

PART-II (Volume-I)
TECHNICAL BID

Sr. No.	Part - II (Technical Bid)-Volume-I	Section	Page No.
01	Tender Notice	I	04
02	Information of Tender	II	05
03	Abstract of Tender	III	06-07
04	Invitation for Bidder	IV	08-09
05	Instruction to Bidder	V	10-20
06	Definitions and Interpretations	VI	21-24
07	General Conditions of Contract	VII	25-59
08	Pre-Qualification Information Forms	VIII	60-69
09	Floor Plan of the CFC-VISNAGAR	IX	70-72
10	Requirement of the CFC -Visnagar	X	73-77

Notice Inviting Tender**Tender NO. No. GJEPC/CFC Project/April-2016-17/001 dated 28.04.2016**

The Gem & Jewellery Export Promotion Council (GJEPC) invites sealed Tender from qualified & experienced concerned / firm / company to participate in the selection of Architectural/Interior Designers for providing services on turnkey basis for Designing & Executions of the Common Facility Centre project for an approximately 10,000 to 12000 sq. ft. carpet area at four different locations namely Visanagar, Palanpur, Ahmedabad & Amreli (Approx. 2500-3000 sq. ft. carpet area at each location). The scope of work is inclusive of Designing & preparation of drawings for Interior, electrical, Low voltage systems (CCTV, Access control, Fire detection, EAPBX), HVAC etc., providing estimated BOQ and execution of the same on turnkey basis. Estimated cost of work: Rs.3.5 Crores

The Tender documents can be obtained from the office of the Project Management Consultant from 28-04-2016 to 05-05-2016 between 10:00 hrs. to 17:00 hrs. and duly filled in sealed tender to be submitted at the office of Owner/Client/Nodal Agency on or before 19-05-2016 upto 14:00 hrs. Tender documents can also be downloaded from the website of the GJEPC: www.gjepc.org

PROJECT MANAGEMENT CONSULTANT Indian Diamond Institute GIDC Katargam, Sumul Dairy Road, Surat – 395008, Ph. : 0261 - 2407847 / 48 E_mail : info@diamondinstitute.net	OWNER/CLIENT/NODAL AGENCY Gem & Jewellery Export Promotion Council Regional office: 401-A, 4th Floor, International Commerce Centre (ICC) Near Kadiwala School, Ring Road, Surat – 395002, Ph. : 0261 -2209000 E-Mail : surat@gjepcindia.com
---	---

Section -II**Information of Tender**

Sr. No.	Title	Information
01	Name of Work	Item Rate Contract for Designing & Execution of the Interior work for Common Facility centre on Turnkey Basis at 04 Locations in Gujarat
02	Owner/Client/Nodal Agency	The Gem & Jewellery Export Promotion Council
03	Project Management Consultant	Indian Diamond Institute
04	Site Address	CFC at Visnagar, Ahmedabad, Amreli, Palanpur
05	Tender Security	Rs. 350000.00(Three Lacs Fifty Thousand)
06	Cost of Tender Documents-(In person collection)	Rs. 1000/- (NON REFUNDABLE)
07	Cost of Downloaded tender Document	Rs. 1000/- (NON REFUNDABLE) to be paid at the time of submission of the bid.

Section - III

Abstract of Tender

Sr. No.	Title	Abstract
01	Name of the Project	Common Facility Centre (Gujarat)
02	Name of Work	Item rate contract for Designing & Execution of the interior work of Common Facility Centre(CFC) on turnkey basis at 04 locations in Gujarat
03	Owner/Client(Nodal Agency)	The Gem & Jewellery Export Promotion Council
04	Issue of Tender Documents date & Time & Venue	From : 28/ 04 /2016 to 05 / 05 /2016 between 10:00 hrs to 17:00 hrs from IDI, Katargam, Surat
	Tender pre-bid meeting	Date : 10.05.2016 Time : 14:00 Hrs Venue: GJEPC Regional office, Surat
	Last date of submission of tender Documents	Date : 19.05.2016 Time : on or before 14:00 hrs at GJEPC Regional Office, Surat
	Technical bid opening	Date : 19.05.2016 Time : 15:00 Hrs Venue: GJEPC Regional Office, Surat
	Opening of Price Bid	Details will be intimated to the pre-qualified bidder
05	Earnest Money Deposit	Rs. 350000.00(Three Lacs Fifty Thousand) in form of DD in favour of GJEPC, Surat. (Cash / cheque / BG will not be accepted in any circumstances)
06	Performance Security Deposit	5% of Contract Price in the form of Unconditional Bank Guarantee of a Nationalised/Scheduled Bank. To be submitted by the successful bidder within 7 days of issue of LoI. The Bank Guarantee Should be valid for 18 months
07	Retention Money	5% from R.A. Bills.
08	Refund of Retention Money	5% on issuance of defect liability Certificate.
09	Release of EMD	On acceptance of LoI and receipt of performance Security Deposit from the successful bidder
10	Defect liability Period	12 months after completion of the work for each location
11	Completion Period	100 days for each location from the date of issue of LoI including Mobilization period.
12	Water and Power	In scope of bidder
13	Taxes & leviable duties	All taxes and duties as applicable to be borne by the bidder
14	Validity of Tender	60 days from the date of opening tender
15	Insurance policies	The rates quoted should be Including all Taxes & all Duties. The bidder shall take all necessary insurances covering workmen's compensation, Personal Accident Policy, third party insurance , CAR, insurance of the

		goods lying at site during work in progress etc. to keep the Owner indemnified of any claims from whomsoever.
16	Period Within Which Agreement Shall be Formal Executed	Within 15 (Fifteen) days from the date of issue of the Letter of Intent
17	Latest Date Allowed for Starting the Work	Within 07days from the date of issue of the Letter of Intent (i. e. mobilisation period)
18	Amount of Liquidated Damages for Delay in Completing Works	0.5% of the contract price per week for failure to execute the Works] within the stipulated Time for Completion. Limit of Liquidated Damages: not more than 5% of the Contract value.
19	Deduction of Taxes	As per the prevailing Tax Rules of Government of India and the Government of the State of Gujarat.

SECTION –IV

Invitation for Bidder

Invitation: All the Qualified and experienced Architect / Interior Designers duly registered with appropriate institute are hereby invited to submit their technical and financial proposal for the works for **“Item Rate Contract for Designing & Execution of the Interior work for Common Facility centre on Turnkey Basis at 04 Locations in Gujarat,** as per the scope of the works detailed. The tender shall be item rate with material, labour and all inclusive of taxes / duties / levies.

Name of Work	Estimated value of tender (cost of work)	Tender fee	Earnest Money	Time limit	Appropriate bidder
Designing& Execution of The Interior work of common Facility Centre on Turn Key basis at 04 Locations in Gujarat	3.5 Crores	Rs. 1000/- (non refundable)	Rs. 350000.00(Three Lacs Fifty Thousand)	100 days from the date of issuing of LoI	Qualified/Registered Architects/Interior designers

- **Issue of Blank Tender Forms:** The Bidder should collect the blank tender document from the office of PMC from 28.04.2016 to 05.05.2016 between 10:00 hrs to 17:00 hrs by paying tender fees of Rs.1000/- in form of Cash or DD in favour of Indian Diamond Institute, Surat.
- **Earnest Money Deposit:** All tenders must be accompanied by a tender security of **value equivalent to Rs. 350000.00(Three Lacs Fifty Thousand)**, which shall remain valid for a period of **90 days**. The tender security shall be in the form of Demand Draft from a **Nationalized / Scheduled bank in favour of The Gem & Jewellery Export Promotion Council.” payable at Surat.**
- **Submission of Tenders:** Sealed tenders (only in Hard copy) should be submitted by Courier/Registered Post AD or by Speed Post as well as by Hand Delivery on or before 19.05.2016 up to 14:00 hrs at the Regional Office, Surat of The Gem & Jewellery Export Promotion Council at 401-A, 4th Floor, International Commerce Centre (ICC), Near Kadiwala School, Ring Road, Surat-395002. **Downloaded tender documents should be submitted alongwith the non refundable tender fees of Rs.1000.00 in cash.**
- No tender shall be accepted in any case after due date and time of receipt of tender irrespective of delay due to postal services or any other reasons and that the owner shall not assume any responsibility for late receipt of the tender.
- **Performance Security Deposit: 5% (Five Percent)** of the contract price in the form of an Unconditional Bank Guarantee/Demand Draft in favour of The Gem & Jewellery Export Promotion Council to be provided within **07 Days** of issue of the Letter of Intent. In case of Unconditional bank Guarantee, it shall be valid for a minimum period of 18 months.
- **Time of Starting and Completion:** The work shall be started within 07 days of issue of Letter

of Intent and the time allowed for completion of the work shall be 100 days from the date of issue of LoI.(Including Mobilization period.)

- **Opening of Tenders:** Technical bids will be opened at 15:00 hrs on 19.05.2016 at GJEPC Regional Office, Surat, in presence of bidders or their authorized representative as present but if they fail to attend during opening of the tenders on the schedule time and date, tenders will be opened in their absence and no subsequent objections would be entertained under any circumstances whatsoever.
- **Retention Money:** Retention money shall be @ 5% (Five Percent) from each R. A. bill and same shall be released after completion of defect liability period of 12 months from the date of issue of completion certificate.
- **Amount of Liquidated Damages of Delay in Completing Works: 0.5% (Zero point Five percent) of the contract price for each week of delay for** failure to complete the works within the stipulated time for Completion. The limit of Liquidated Damages will be 5% of the contract value.
- **Defects Liability Period: 12 months from the** date of issue of work completion certificate for each location.
- **Deduction of Tax:** As per the prevailing Tax Rules of the Government of India and the Government of Gujarat.

SECTION - V

Instruction to Bidder

1	Tender without Earnest Money
1.1	Tenders unaccompanied by full earnest money in requisite form will under no circumstances, be entertained and will summarily be rejected without further reference to the bidders.
2	Refund of Earnest Money of Unsuccessful Bidder
2.1	<p>The EMD will be returned promptly to the unsuccessful bidders, after finalization / awarding the subject work to the successful bidder by issuing LoI and receipt of performance security from the successful bidder.</p> <p>The EMD will be returned to the successful bidder after he furnishes the Security Deposit for performance and duly enters in to the contract. If he fails to furnish the Security Deposit or to execute the contract for the work offered to him, his EMD shall be forfeited and the bidder may be disqualified from tendering for further work.</p>
3	Agreement
3.1	The bidder whose tender is accepted shall within 15 days , of issue of letter of intent obtain contract documents for agreement and enter into agreement with 15 days . On failure to do so within the specified time acceptance of the tender will be considered as automatically cancelled and deposited earnest money shall be forfeited without any claims.
4	Period of Validity of Tender
4.1	The tenders shall be valid for 60days from the date of openingof tender. If a bidder withdraws his tender within this period of 60 days, his Earnest money shall be forfeited.
5	Canvassing
5.1	Canvassing in connection with tender is strictly prohibited and the tender submitted by the bidder, who resorts to canvassing will be liable to summary rejection.
6	Signing of Tender Papers
6.1	In the event of a tender being submitted by a firm, it must be signed by a member or members of the firm having legal authority to do so, and if called for, legal documents in support thereof must be produced for inspection and same in the case of a firm carried out by one member of a joint family, it must disclose that the firm is duly registered under the Indian Partnership Act Certified copy of the legal documents must be submitted by the bidder whose tender is finally accepted. The quotations shall be clearly and legibly written in the tender and with the same pen and ink. Erasing or over writing shall be attested / signed by the member or members of the firm having authority. All the pages of the printed tender form, tender documents, estimated BoQ, Annexure, Design/layout and correction slips etc. shall bear the full signature of the bidder at the foot of every page on the right hand corner along with official stamp of the firm. Any tender not bearing signature on all the documents accompanying the tender is liable to be rejected.
7	Sealing and Marking of Tenders

7.1	<p>The Bidder should submit tender documents in duplicate:</p> <ol style="list-style-type: none"> 1). The Original Tender & 2). The Duplicate Tender. <p>Tender Documents will cover ;</p> <ol style="list-style-type: none"> 1). EMD sealed Envelope with Original tender document part of Technical Bid 2). Sealed Technical Tender (Vol. I) 3). Sealed Commercial Tender(Vol. II) <ol style="list-style-type: none"> A. Proposed Design of CFC-VISNAGAR (layout provided) B. Estimated Bill of quantities and cost as per format provided <p>Completed / entered / filled tender documents are to be placed in an envelope and duly sealed, super scribing on the cover the name of work and the name, address and contact details of the bidder. The sealed cover containing the tender documents is to be submitted within the specified date and time.</p> <p>The Inner and Outer envelopes shall also bear the following identification:</p> <p>Project: Common Facility Centre (Gujarat)</p> <p>Name of Contract: Item Rate Contract for Designing & Execution of the interior work of CFC at 04 locations in Gujarat.</p>
8	Deadline for Submission of Tenders
8.1	Tenders must be received at the address specified in Invitation for Tender above not later than 19.05.2016 up to 14:00 hrs. The sealed tenders should be submitted by Courier/Registered Post A.D or by Speed Post & Hand Delivery is allowed.
8.2	owner may, at his discretion, extend the deadline for submission of tenders by issuing an amendment in accordance, in which case all rights and obligations of the owner and the bidders, previously subject to the original deadline, will thereafter be subject to the deadline as extended.
9	Late Tender
9.1	Any tender delivered to the owner after the deadline for submission of tenders prescribed will not be accepted.
9.2	Modifications and Withdrawal of Tenders No tender shall be modified or withdrawn by the bidder after the tender has been submitted.
10	Tender Accompaniment
10.1	All documents and letters of instruction, together with all modifications, clarifications or addenda transmitted to the bidder in connection with the preparation of the tender shall be submitted along with the tender and be duly signed by the bidder.
11	Discrepancies

11.1	Should a bidder find discrepancies or ambiguities in or omissions from the tender documents, or he be in doubt as to their meaning, he will at once notify the owner who may cause a written addendum to be sent simultaneously to each bidder. Owner shall not be responsible for any oral instructions.
11.2	All addenda and corrigenda issued by owner to be incorporated in the tender. The responsibility of having all discrepancies and ambiguities removed and omissions filled in shall lie solely with the bidder.
12	Opening of Tender and Determination of Responsiveness
12.1	All the bidder who meet the prequalification criteria would be invited at the time of opening of the financial price bid. Bidder will have to make a presentation on the proposed design of the CFC-Visnagar for further scrutiny. Time, date and venue will be communicated by the owner in advance.
12.2	Tenders will be evaluated for substantial responsiveness based on the bidders compliance with the tender conditions. Tenders will be considered informal and be liable for cancellation if they fail to conform to all the terms, conditions, and specifications of the tender documents without material deviation or reservation. A material deviation or reservation is one, (i) Which affects in any substantial way the scope, quality or performance of the works; (ii) Which limits in any substantial way, inconsistent with the tender document, the Owner's rights or the bidder's obligations under the contract; or (iii) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive tenders without limiting the generality of the foregoing, tenders will be liable for summary rejection on any of the following grounds, and will not be considered in further evaluations: a) If the tender is not accompanied by the requisite tender security in acceptable form. b) If the tender is conditional. c) If the submitted tender is incomplete or not properly signed. d) If any corrections in the Bill of Quantities have not been signed by the person signing the tender.
12.3	To assist in the examination, evaluation and clarification of tenders, owner may, at his discretion, ask any bidder for clarification of his tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Owner in the evaluation of tenders.
12.4	Information relating to the examination, clarification, evaluation and comparison of proposals and recommendations for award of a contract shall not be disclosed to bidders or any person not officially connected with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Owner's processing of Tenders or award decision may result in rejection of the bidder's tender.
13	Clarification of Price Proposals

13.1	To assist in the examination, evaluation negotiation and comparison of price proposals, owner may, at its discretion, ask any bidder for clarification of its tender. The request for clarification and the response shall be in writing by letter / email / facsimile, but no change in the specification price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the owner in the evaluation of the tenders in accordance with Subject to no bidder shall contact the owner on any matter relating to its tender from the time of opening of price proposal to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Owner, it should do so in writing.
13.2	Any effort by the bidder to influence the owner in the owner's evaluation of price proposals, tender comparison or contract award decisions may result in the rejection of the bidder's tender.
14	Correction of Errors
14.1	Tenders determined to be substantially responsive will be checked by the owner for any arithmetic errors. Errors will be corrected by the owner as follows: <ul style="list-style-type: none"> a) If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and the quantity, the unit rate shall prevail and the total cost will be corrected; b) If there is a discrepancy between the total tender amount and the sum of the total costs, the sum of the total costs shall prevail and the total tender amount will be corrected; and c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
14.2	The amount stated in the Form of tender will be adjusted by the owner in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of tender, its tender will be rejected, and the tender security may be forfeited.
15	Conversion to Single Currency
15.1	The tender prices have to be in Indian Rupees.
16	Evaluation and Comparison of Price Proposals
16.1	The owner will evaluate and compare only the tenders determined to be substantially responsive.
16.2	In evaluating the tenders, the owner will determine for each tender the evaluated tender Price by adjusting the tender price as follows: <ul style="list-style-type: none"> a. making any correction for errors. b. making an appropriate adjustment for any other acceptable variations or deviations; c. Applying any discounts offered by the bidder for the award.
16.3	Owner reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, and other factors, which are in excess of the requirements of the tender documents or otherwise result in the accrual of unsolicited benefit to the bidder.
16.4	The estimated effect of any price adjustment provisions of the Conditions of Contract applied over the period of execution of the contract shall not be taken into account in

	tender evaluation.
16.5	If the tender of the qualified bidder is seriously unbalanced in relation to or is substantially below/over the estimate of the cost of work to be performed under the contract, owner may require the bidder to produce detailed price analysis for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. In the event that the detailed price analysis fails to support the tendered rates, or is deemed on evaluation to be unbalanced or unworkable, the reserves the right to reject the tender as being substantially non responsive.
16.6	Comparison of tenders will only be between tenders which conform fully to the Specifications and the tender documents.
17	Award
17.1	Owner will award the Contract to the bidder whose tender has been determined to be substantially responsive to the tender documents & selected by the competent authority on the basis of design & Evaluated Tender Price. Lowest tender price is not the only criteria for awarding a contract of work.
18	Owner's Right to Accept any Tender and Reject any or All Tenders
18.1	Owner reserves the right to accept or reject any tender and to annul the tender process and reject all tenders at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Owner's action.
19	Notification of Award
19.1	Prior to expiration of the period of tender validity prescribed by the owner, the owner will notify the successful bidder by e-mail / fax /post confirmed by registered letter that his tender has been accepted. This letter (hereinafter and in the Conditions of Contract referred to as the "Letter of Intent") will name the net ordered value of the contract for the execution, completion and maintenance of the works in the bidder as prescribed the contract (hereinafter and in the Conditions of Contract called the "Contract Price").
19.2	The notification of award will constitute the formation of the contract.
19.3	Upon furnishing by the successful bidder of a performance security, owner will promptly notify the other bidders that their tenders have been unsuccessful.
20	Performance Security
20.1	Within 07 days of issue of the notification of award from the owner, the successful bidder shall furnish to the owner a performance security in the form of an unconditional bank guarantee / DD in an amount as specified issued by a Nationalized / Scheduled bank located in India. The forms of performance security shall be provided by Nationalized / Scheduled Bank and draft of BG will be approved by the owner. No interest will be payable on the performance security.
20.2	Failure of the successful bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender Security.
21	Corrupt or Fraudulent Practices

21.1	<p>The owner observes the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the owner.</p> <p>(a) defines, for the purpose of this provision, the terms set forth below as follows:</p> <p>(i)“corrupt practices” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and / or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and</p> <p>(ii)“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among bidders (prior to or after tender submission) designed to establish tender prices at artificial noncompetitive levels and to deprive the borrower of the benefits of free and open competition;</p> <p>(b) Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded as Owner financed contract if they at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, an Owner financed contract.</p>
22	Acceptance of tender
22.1	Acceptance of the tender will rest with owner, authority who does not bind himself / themselves to accept the lowest tender and reserves the right to reject any or all the tenders received without assigning any reason whatsoever.
23	Taxes and Insurances
23.1	The rates quoted should be Including all Taxes & all Duties. The bidder shall take all necessary insurances covering workmen’s compensation, Personal Accident Policy, third party insurance , CAR, insurance of the goods lying at site during work in progress etc. to keep the Owner indemnified of any claims from whomsoever.
24	Change of Address
24.1	The bidders must keep the owner informed of any change of address during period of tender or of work, in his own interest and obtain an acknowledgement thereof.
25	Deductions / Recovery of Tax
25.1	Income tax / sales tax / other tax as of the government rules shall be deducted / recovered from the gross amount from all bills of the bidder as per the prevailing tax laws.
26	Defect Liability Period
26.1	The period of defect liability shall be 12 months from the date of issue of the certificate for completion of work by owner. The bidder shall maintain the work during the entire period of defect liability at his own cost without any extra claims , failing which the same shall be carried out by the owner at the risk and cost of the bidder and recovered from the retention money / any amount due or may become due to the bidder.

27	Bar Chart and Activity Schedule
27.1	The bidder shall submit the detailed bar chart and activity schedule along with list of machineries / equipments proposed to be used on award of contract.
28	Eligible Bidders
28.1	<p>This invitation to tender is open only to bidders from India who have been Pre-qualified for undertaking the reference works and who have sound financial position and experience of works of similar nature and complexity. To establish their continued eligibility for award of the contract, Bidders must satisfactorily demonstrate their ability to meet the following criteria:</p> <ul style="list-style-type: none"> a) The bidder should have at least 5 years experience in carrying out similar types of work; b) The bidder should have completed at least one (1) contract of a similar nature with a value of at least 25% of the estimated cost of tender value during the past 5 (Five) years. c) The applicant should provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last 5 years.
28.2	The applicant is required to own or have assured access through hire or lease to the key items of equipment required for implementation of the project. However no equipment advance shall be provided against hired or leased equipment by the Owner.
28.3	Audited balance sheets for the last 5 years shall be submitted. The applicant must demonstrate the current soundness of his financial position and indicate his prospective long-term profitability. The bidder shall submit a bank solvency certificate and if deemed necessary the owner shall have the authority to make enquiries with the applicants bankers.
28.4	Bidders must fill up the details in the format provided with tender documents for prequalification criteria.
28.5	A bidder shall not be eligible for tender, if he is failing under corrupt or fraudulent practices issued by the State Government of India and the bidder failing in these criteria shall not be eligible.
29	Eligible Materials, Equipment and Services
29.1	The provision and use of materials, equipment and services to be supplied under the contract shall not infringe or violate any industrial property or intellectual property rights or claim of any third party to the Owner.
30	Qualification of the Bidder
30.1	To be qualified for award of contract, bidders shall have adequate experience, financial capacity and technical capability to undertake the contract. Confirmation of these matters involves the updating, verification and re-assessment of information which may previously have been considered during Pre-qualification, and an assessment of bidder's proposals regarding work methods, scheduling and resourcing which shall be provided in sufficient detail to confirm the bidder's capability to complete the works in accordance with the specification and the time for completion.
30.2	Tenders submitted by a firms as partners shall comply with the following documents:

	<p>a) The tender, and in case of a successful tender, the Form of Agreement, shall be signed so as to be legally binding on all partners;</p> <p>b) One of the partners shall be nominated as being in charge and his authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;</p> <p>Tenders submitted by partnerships shall be signed with the partnership name by a partner holding the Power of Attorney authorizing him to do so, followed by the designation of the person signing. Such Power of Attorney shall be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1932 and latest revision. Tenders submitted by individual firms or proprietorships shall be signed only by the sole proprietor of the firm.</p>
30.3	Bidders shall also submit, with their tender, a detailed note outlining the bidder's proposed work method and schedule, backed with their equipment planning. It needs to be developed in sufficient detail to demonstrate the adequacy of the bidder's proposals to meet the technical specifications and completion time referred to in these documents.
31	One Tender per Bidder
31.1	Each bidder shall submit only one tender either by himself, or as a partner. A bidder who submits or participates in more than one tender for the particular works will be disqualified.
32	Cost of Tender
32.1	The bidder shall bear all costs associated with the preparation and submission of his tender and owner will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
33	Content of Tender Documents
33.1	<p>The tender documents are those stated below, and should be read in conjunction with any Addenda issued.</p> <p><u>Part - II : Technical Bid (Volume-I)</u></p> <p>Section I : Tender Notice</p> <p>Section II : Information of Tender</p> <p>Section III : Abstract of tender</p> <p>Section IV : Invitation for bidder</p> <p>Section V : Instruction to bidder</p> <p>Section VI : Definitions& Interpretation</p> <p>Section VII : General Conditions of Contract</p> <p>Section VIII : Pre-Qualification information Forms</p> <p>Section IX : Floor Plan for CFC-Visnagar</p> <p>Section X : Requirement of CFC-Visnagar</p> <p><u>Part III : Financial Bid (Volume-II)(to be filled in by Bidder)</u></p> <p>Part-A :Proposed Design of CFC Visnagar</p> <p>Part-B :Format to fill up Interior designing & Execution fees</p> <p>Part-C :Format for Estimated Bill of Quantities for Interiors, Electricals , Other Low Voltage & Miscellaneous items</p> <p>Part-D :Summary of the estimated project cost :-CFC-Visnagar- As per estimated BOQ attached in line with the proposed Design of CFC at</p>

	Visnagar
33.2	The bidder is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of tender submission will be at the bidder's own responsibility. Tenders which are not substantially responsive to the requirements of the tender documents will be rejected.
33.3	The tender document should contain copy of any addenda, amendment issued.
34	Clarification of Tender Documents
34.1	A prospective bidder requiring any clarification of the tender documents may notify the owner in writing at the owner's address indicated in the invitation for tenders. The owner will respond to any request for clarification, which he receives earlier / during pre-bid meeting. Copies of the owner's response will be forwarded to all purchaser of the tender documents, including a description of the enquiry but without identifying its source.
35	Amendment of Tender Documents
35.1	At any time prior to the deadline for submission of tenders, the owner may, for any reason, whether at his own initiative or in response to a clarification requested by a respective bidder, modify the tender documents by issuing addenda.
35.2	Any addendum thus issued shall be part of the tender documents and shall be communicated in writing to all purchasers of the tender documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Owner.
35.3	To afford prospective bidders reasonable time in which to take an addendum into account in preparing their tenders, the Owner may extend as necessary the deadline for submission of tenders.
36	Interpretation of Document
36.1	The interpretation of the document shall be as per General Conditions of Contract .
37	Language of Tender
37.1	The tender, and all correspondence and documents related to the tender exchanged between the bidder and the owner shall be written in the English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the tender the English language translation shall prevail.
38	Filling of Tender Document
38.1	The tender submitted by the bidder shall comprise the following: tender Form and Appendix to tender; Tender Security; Estimated priced Bill of Quantities; a detailed note outlining the bidder's proposed work method and schedule and any other materials required to be completed and submitted by bidders in accordance with these Instructions to bidders.
38.2	The tender documents are the same as the contract documents except that the former is the proposal or Performa stage of the latter. All blank spaces on forms shall be fully filled in and signatures shall be in long hand and executed by a principal duly authorized to make a contract. All the pages of the tender Document shall bear the signature and official stamp of the firm at the bottom of the page or wherever

	directed.
39	All rates shall be quoted item - wise unit rate in both figures and words in the designated locations in the Estimated Bill of Quantities in line with the proposed design. The proposed item - wise unit rate will remain applicable for execution of work at all four locations.
39.1	The quantities set forth in the estimated Bill of Quantities prepared by the bidders in line with the proposed design of CFC-Visnagar against the individual items and the unit rates quoted by the bidder shall form a part of the contract.. No upward revision in the price would be allowed once the contract is awarded.
39.2	The quoted rates shall be for each item of finished work / installation & commissioning of machinery/equipment as the case may be and shall be inclusive of all costs including supply, delivery and safe storage of materials at site, cost of protection of works, accommodation and sanitation of labourers, protection of workmen, working notices, temporary works and / or detours, detailed sign boards, public protection including providing security personnel, barricades and lighting, etc., incidental costs, and taxes of any kind whatsoever.
40	All rates shall be quoted in Indian Rupees
40.1	The rates quoted by the bidder shall be inclusive of Sales Tax and all other duties, taxes and other levies payable by the contractor under the contract, including any quarry fees, royalties, octroi dues, etc., levied by the State Government or any Local Body or Authority. All costs shall be included in the unit rates and prices and the total tender price submitted by the contractor, and the evaluation and comparison of tenders, shall be made accordingly.
40.2	No alterations or additions shall be made by the bidder in the tender schedule. Quoted rates must be in ink or typed out, both in figures and words, clearly and legibly in the columns provided in the form. All corrections must be signed by the same person signing the tender on behalf of the bidder. The bidder's legal name shall be fully stated. No condition or reservation shall be written into the documents by the bidder. The bidder will execute and return the tender at the time stipulated.
40.3	The rates quoted in the tender shall be deemed to have included the effect of any possible inflation or any other contingency, and no escalation of rates will be allowed for any reason whatsoever.
41	The Bidder shall fill up all the qualification information required
41.1	Tender Prices
	Bidders shall quote for the entire components on a "single responsibility" basis such that the total tender price covers all the bidder's obligations mentioned in or to be reasonably inferred from the tender documents in respect of the manufacture, including procurement and subcontracting (if any), delivery, installation and completion of the facilities. This includes all requirements under the bidder's responsibilities for testing, pre-commissioning and commissioning of the facilities and, where so required by the tender documents, the acquisition of all permits, approvals and licenses, etc., operation, maintenance and training services and such other items and services as may be specified in the tender documents, all in accordance with the requirements of the Conditions of Contract.

41.2	Bidders shall price in the manner and detail called for in the estimated Bill of Quantity. The bidders shall fill in rates and prices for all items of the works and no alteration or addition shall be made to the schedule by the bidders. Quoted rates must be in Bill of Quantity in ink or typed out clearly and legibly in both figures and words against each item of the works. Any correction must be signed and attested by the same person signing the tender on behalf of the bidder.
41.3	The rates and prices quoted by the bidder shall be fixed for the duration of the contract. If rates or prices are not quoted against any of the item, it shall be deemed to have been covered in prices quoted elsewhere.
42	Earnest Money Deposit
42.1	The bidder shall furnish, as part of his tender, a tender security in the amount equal to Rs. 350000.00(Three Lacs Fifty Thousand) . The tender security shall be in the form of a Demand Draft. The Demand Draft shall be in favour of “The Gem & Jewellery Export Promotion Council” payable at Surat. No interest will be paid on the Tender Security.
42.2	Any tender not accompanied by an acceptable tender security shall be rejected by the owner as non-responsive.
42.3	The tender securities of the unsuccessful bidders shall be returned after awarding the Letter of Intent to successful and bidder and receipt of the Performance Security from the successful bidder.
43	Alternative Proposals by Bidders
43.1	Bidders shall submit offers, which comply with the requirements of the tender documents, including the basic technical design as indicated in the drawings and specifications. Alternative proposals will not be considered. The attention of the bidders regarding the rejection of tenders, which are not substantially responsive to the requirement of the tender documents.
44	Pre-Bid Meeting
44.1	The bidder or his official representative may attend a pre-tender meeting which will take place on Dated:19.05.2016 at 15:00hrs address and location mentioned in Invitation for Tender
44.2	The purpose of the meeting will be to clarify issues and to answer questions, which have been submitted by tender purchase in writing before the pre-bid meeting and any queries raised by the participants during the pre-bid meeting.
44.3	The bidder shall submit any questions in writing to reach the owner not later than 02 working days before the meeting. The bidder has to bear any expenses incurred for attending the pre-bid meeting.
44.4	Any modifications of the tender documents listed which may become necessary as a result of the pre-bid meeting shall be made by the owner exclusively through the issue of an Addendum and not through the minutes of the pre-bid meeting. The addendum so issued will also form a part of the tender document.
44.5	Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

Section – VI

Definitions and Interpretation

1.0 Definitions

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

- 1.1 **Owner/Client/Nodal Agency** shall mean “**The Gem & Jewellery Export Promotion Council**,”(GJEPC). It shall include his / their legal representative(s), successor(s) assign(s), as well as his / their authorized officer(s).

Project Management Consultant shall mean the **Indian Diamond Institute** and floated the tender enquiry on behalf of GJEPC. It shall include his / their legal representative(s), successor(s) assign(s), as well as his / their authorized officer(s).

- 1.2 “Bidder” means who submit the bid to the owner for the Designing & execution and completion of the works and the remedying of any defects therein in accordance with the provision of the contract, as accepted by the Letter of Acceptance. The word ‘Tender’ is synonymous with ‘Bid’ and the word ‘Tender Documents’ with ‘Bidding Documents’.
- 1.3 “Contractor” (Architect / Interior Designer) shall mean the successful bidder whose tender has been accepted by the owner and on whom the order is placed by owner and shall include his / their’s assign(s), legal representative(s).
- 1.5 “Engineer” shall mean the Project Officer / Project Engineer / authorized representative, who is appointed / nominated by the **contractor** to supervise and bein-charge of the work at Site.
- 1.7 “Owner’s Representative” means a person appointed from time to time by the owner without Limiting the generally of the foregoing, the owners representative shall include the authorized representatives of: (i)GJEPC (ii) The Project Management and execution Supervision Consultants; as specified in Conditions of Contract.
- 1.8 “Contract” means these General Conditions, the special conditions, the specification, the drawings, the Bill of Quantities, the tender, the Letter of Acceptance, the contract agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement (if completed).
- 1.9 “Contract price” means the sum stated in the Letter of Acceptance as payable to the contractor for the execution and completion of the works and the remedying of any defects therein in accordance with the provision of the contract.

- 1.10 “Specification” means the specification of the works included in the contract and any modification thereof or addition thereof made by the engineer or submitted by the contractor and approved by the owners representative(s).
- 1.11 “Drawing” shall mean, collectively, the drawings referred to in the contract and also altogether new and / or such supplementary drawing as the contractor may issue from time to time as also received drawings.
- 1.12 “Bill of Quantities” means the priced and completed bill of quantities forming part of the tender.
- 1.13 “Month” shall mean calendar month.
- 1.14 “Site” shall mean by the actual place of the proposed project as detailed in the specification on any other place where work is to be executed under the contract.
- 1.15 “Notice in Writing” or “Written Notice” shall mean notice writing sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address of the addressee and shall be deemed to have been received.
- 1.16 “Letter of Intent / Acceptance” shall mean owner’s letter conveying his of the acceptance tender.
- 1.17 “Date of Commencement” or “Effective date of Contract” shall be reckoned one week from the date of placing the Letter of Intent or from date of handing over the site whichever is later.
- 1.18 “Act of Insolvency” shall mean any act of insolvency as defined by “Presidency Towns Insolvency Act or Provincial Insolvency Act or any amending status”.
- 1.19 “Engineer’s Instructions” shall mean any drawings, and / or instructions oral and / or in writing details, directions and explanations, issued by Engineer / owners’s representatives from time to time.
- 1.20 “Final Completion” shall mean when the work included in the contract has been completed in all respect as per in specifications, drawings, directions and the site has been cleared including the removal of labour camps, and all other facilities put up by the bidder for the execution of contract.
- 1.21 The “Appointing Authority” for the purpose of arbitration shall be the Chairman and COA of GJEPC or any other person so designated by the owner.
- 1.22 “Construction Equipments” means all machinery, plant, apparatus, parts, appliances, instruments, articles, and things required for erection, construction and completion of

- the work required for the project or any portion thereof and the operation thereof, including maintenance items, spare parts and initial supplies required for performance of work.
- 1.23 “Supervision” will mean the successive control and direction given by owner or their authorized representative in relation to contract work.
- 1.24 “Running Account Bill” {R A} shall mean a bill for the payment of ‘on account’ to the bidder.
- 1.25 “Schedule of Rates” shall mean the schedule of rates annexed to the Acceptance of Tender and shall include any remuneration payable to the bidder for any work, determined in accordance with the conditions.
- 1.26 “Final Completion Certificate” shall mean the final certificate issued by the owner /its representative.
- 1.27 “Temporary Works” means temporary construction of every kind in and around site required during execution completion and maintenance of the works by bidder at their own cost and risks.
- 1.28 “Plant” means machinery, apparatus and like intended to form or forming part of the permanent works.
- 1.29 “Time of Completion” means the time for completing the execution of and passing the tests on completion of the Works or any section or part thereof as stated in the Contract (or as extended by the owner) calculated from the commencement date.
- 1.30 “Test of Completion” means the tests specified in the contract or otherwise agreed by the engineer and the contractor which are to be made by the contractor before the works or any section or part thereof are taken over by the owner
- 1.31 “Retention Money” means the aggregate of all moneys retained by the owner.
- 1.32 “Permanent Works” means the Permanent Works to be executed (including Plant) in accordance with the contract.
- 1.33 “Cost” means all expenditures properly incurred or to be incurred, whether on or off the Site, including overhead and other charges properly allocable thereto but does not include any allowance for profit.
- 1.34 “Day” means calendar day.
- 1.35 “Writing” means any hand written, type written or printed communication, including telex, cable, e-mail and facsimile transmission.

2.0 Headings and Marginal Notes

The headings and marginal notes in these conditions shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

3.0 Interpretation

Words importing persons or parties shall include firms and corporations and any legal entity and any organization having legal capacity.

4.0 Singular and Plural

Words importing the singular only also include the plural and vice versa where the context requires.

5.0 Notices, Consents, Approvals, Certificates and Determinations

Wherever in the contract provision is made for giving or issue of any notice, consent, approval, certificate or determination by any person, unless otherwise specified such notice, consent, approval certificate or determination shall be in writing and the words “notify”, “certify” or “determine” shall be construed accordingly. Any such consent, approval, certificate or determination shall not unreasonably be withheld or delayed.

Section - VII

General Conditions of Contract

1	Water and Electricity
1.1	Water and electricity shall be arranged by the bidder at his own cost. The rates quoted shall be inclusive of all cost and charges, legal permissions etc. towards arrangements of water and electricity.
2	Infrastructure at Site
2.1	Bidder to arrange and bear the cost of providing and establishing stores, labour camps, area lighting, toilets for labours / staff and furnished site office for owner / consultants.
3	Material Procurements
3.1	All materials for the work shall be procured by bidder and no extra shall be paid for any price hike or deviations in rates during the tenure of work. No materials shall be supplied by the owner.
4	Price Escalation
4.1	The rates quoted shall be firm and no escalation in prices shall be paid to the bidder on account of any reasons.
5	Time Period
5.1	Time is the essence of contract. The work should commence within 07 days of issue of LOI and completed within stipulated 100 days from the date of issue of LOI
6	Time Extension
6.1	No time extension shall be granted unless for causes of loss of time beyond controls of the bidder such as earthquake / floods / other natural calamities, which in the opinion of the PMC entitle the bidder for extension of time, such extension may be granted without releasing bidder from any of his obligations.
6.2	Bidder agrees that the work shall be commenced and carried on in the order of precedence as may be directed by the PMC. The progress of work shall be checked at regular intervals and percentage progress achieved shall be commensurate with the time elapsed. Bidder shall submit a daily work progress report to PMC & OWNER indicating time progress of work.
7	Engineer / Contractor's Representative
7.1	Duties and Authority (a) He carry out the duties specified in the contract. (b) He may exercise the authority specified in or necessarily to be implied from the contract
8	Engineer
8.1	The engineer shall be appointed by and be responsible to the contractor and shall carry out such duties and exercise such authority as may be delegated to him by the Contractor.
9	Owner's representative Authority to Delegate
9.1	The owners representative may from time to time delegate to the Contractor /

	Contractor's representative any of the duties and authorities vested in the engineer and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the owner. Any communication given by the owner's representative to the bidder or its engineer / representative in accordance with such delegation shall have the same effect as though it had been given by the owner. provided that: (a) any failure of the owner's representative to disapprove any work, materials or plant shall not prejudice the authority of the owner to disapprove such work, materials or plant and to give instructions for the rectification thereof; (b) if the bidder questions any communication of the owner's' representative he may refer the matter to the owner who shall confirm, reverse or vary the contents of such communication.
10	Billing and Payments
10.1	The contractor shall submit R. A. bills twice in a month. Within 7 days of the submission of bill, PMC shall certify to release 75% payment of the bills on account and 5% will be treated as retention. On verification of the bills and joint measurement at site by PMC with the Contractor, balance 20% of the payment will be certified by the PMC within next 10 days.
11	Liquidated Damages for Delay
11.1	If the bidder fails to execute, complete and deliver the work within the specified time, owner will deduct as and by the way of penalty amount in rupees at the rate of 0.5 % of contract price per week to a maximum of 5% of the contract value. Such amount to be certified by the PMC.
11.2	Owner may without prejudice to any other method of recovery deduct the amount of such damages from security deposit / retention money or any money due or may become due to the bidder.
12	Retention Money
12.1	Retention money @ 5% shall be deducted from each RA bills.
13	Statutory Obligations
13.1	Bidder shall conform to the provisions of any Act of legislature, relating to the works and of the regulations and By-laws of any authority.
13.2	Bidder shall arrange to give all notices required by the said acts, regulations By-Laws to any authority or public officer, pay all fees that may be payable in respect of the works and lodge the receipt with the owner.
14	Arbitration
14.1	All disputes or differences whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the construction meaning operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before or after determination foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final binding) shall after written notice by either party to the contract to the other of them and to the appointing authority hereinafter mentioned be referred for adjudication to a

	<p>sole arbitrator to be appointed as hereinafter provided. For the purpose of appointing the sole arbitrator referred to above, the appointing authority will send within 07 days of receipt of the notice, to the bidder a panel of three names of persons who shall all be presently unconnected with the organization for which the work is executed. The bidder shall on receipt of the names as aforesaid select any one of the persons named to be appointed as a sole arbitrator and communicate his name to the appointing authority within 03 days of receipt of the names. The appointing authority shall thereupon without any delay appoint the said person as the sole arbitrator. If the bidder fails to communicate such selection as provided above within the period specified, the appointing authority shall make the selection and appoint the selected person as the sole arbitrator. If the appointing authority fails to send to the bidder the panel of three names as aforesaid within the period specified, the bidder shall send to the appointing authority a panel of three names of persons who shall all be unconnected with either party. The appointing authority shall on receipt of the names, select any one of the persons from the panel and appoint him as the sole arbitrator. If the appointing authority fails to select the person and appoint him as the sole arbitrator within 30 days of receipt of the panel and inform the bidder accordingly, the bidder shall be entitled to appoint one of the persons from the panel as the sole arbitrator and communicate his name to the appointing authority. If the arbitrator as appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reasons whatsoever another sole arbitrator shall be appointed as aforesaid. The work under the contract shall however continue during the arbitration proceedings and no payment due or payable to the bidder shall be withheld on account of such proceedings. The arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing. The arbitrator may, from time to time, with the consent of the parties, enlarge the time for making and publishing the award. The Arbitrator shall give a separate Award in respect of each dispute or difference referred to him. The location of arbitration shall be such place as may be fixed by the arbitrator at his sole discretion. 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 costs of the reference and of the award including the fees, of any of the arbitrator shall be at the discretion of the arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle the amount of costs to be so paid. The award of the arbitrator shall be final and binding on both the parties. Subject to aforesaid, the provisions of the arbitration Act, 1940, or any statutory modification or reenactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.</p>
15	Rates to Include-All Taxes, Material and Labour Etc.
15.1	The rates quoted by the bidder in the estimated & actual (Both)schedule of quantities shall be inclusive of all materials, transport required for handling, sales tax, contract tax, octroi duty and any other duty / tax levied by central, state governments or other public bodies, labour, plant, tools, equipment, everything

	necessary like operation of fixing, fitting, lifting, lowering, carrying for preparation and for entire execution and completion of the works as shown on drawings and as described in schedule of quantities and specifications to the satisfaction of owner or its representative. Bidder when called by the owner / Project Management Consultant shall furnish detailed analysis in support of rates quoted by him, for each item. Owner reserves the right to utilize this analysis in settling any deviations or claims out of this contract.
15.2	Bidder to Provide Everything Necessary
	The bidder shall provide everything necessary for the proper execution of work according to the intent and meaning of the drawings, schedule of quantities and specifications together whether the same may or may not be particularly shown or described therein provided that the same can be reasonably be inferred there from. If the owner's representative finds any discrepancy in the drawing or between the drawings, schedule of quantities and the specifications, he shall immediately refer the same in writing to the owner who shall decide which is to be followed.
15.3	Samples of all materials to be used shall be got approved by the owner/PMC/its representative or a third party inspection agency if required in special cases.
15.4	Bidder shall provide 'First Aid' and manage any emergency medical treatment to his employees' at his own cost. Necessary arrangement for this purpose shall be done by the bidder at site.
16	Scope of Contract
16.1	<p>Bidder 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 owner. Consultant / owner's representative may in his absolute discretion and from time to time issue further written instructions, details, directions and explanations which are hereafter collectively referred to as "Consultants Instructions" in regard to:</p> <ul style="list-style-type: none"> >The variation or modification of the design, quality or quantity of the works, of the addition, or omission, or substitution of any work. >Any discrepancy in the drawing or between the schedule of quantities and / or drawings and / or specifications. >Removal from the site of any materials brought there on by the bidder and the substitution of any other material thereof. >The removal and / or re-execution of any works executed by the bidder. >The dismissal from the works of any persons employed thereon. >The opening up for inspection of any work covered up. >The amendment and making good of any detects.
16.2	The bidder shall forthwith comply such Instructions provided always all verbal instructions given to the bidder upon the works.
16.3	If compliance with the Consultant's instructions as aforesaid involves work and / or expense beyond that contemplated by the contract, then unless the same were issued owing to some breach of this contract by the bidder, the owner shall pay to the bidder on consultant's certificate the price of the said work as an extra to be valued as hereinafter provided.

16.4	<p>The bidder shall not sub-contract the whole of the works. The bidder shall not subcontract any part of the works without the prior consent of the owner, except where otherwise provided by the contract. Any such consent shall not relieve the bidder from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any sub bidder, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the bidder, his agents, servants or workmen. Provided that the bidder shall not be required to obtain such consent for:</p> <p>(a) The provision of labour, or</p> <p>(b) The purchase of materials which are in accordance with the standards specified in the contract, or</p> <p>(c) The subcontracting of any part of the works for which the sub bidder is named in the contract. In the event of a sub bidder having undertaken towards the bidder in respect of the work executed, or the goods, materials, Plant or services supplied by such sub bidder, any continuing obligation extending for a period exceeding that of the Defects Liability Period under the contract, the bidder shall at any time, after the expiration of such period, assign to the bidder, at the Owner's request and cost, the benefit of such obligation for the unexpired duration thereof.</p>
17	Drawings and Schedule of Quantities
17.1	<p>One set of contract document consisting of Final design, Estimated Bill of Quantities priced bill of materials/Quantities, drawings, specifications and schedule of quantities shall be furnished by the bidder to the owner & one to the Project Management Consultant and contractor shall furnish, within reasonable time, one copy of such drawings which may be necessary for the execution of work. Such copies shall be kept on the works and the engineer and his representatives shall, at all reasonable times, have access to the same and they shall be returned to the owner by the engineer before issue of the final certificate.</p>
17.2	<p>This contract, the signed drawings, specification and schedule of quantities shall remain in the custody of the owner and shall be produced by him at his office as and when required by the owner or by the bidder.</p>
17.3	<p>The bidder will have to proceed within the 7 days to the work after issuing Letter of Intent by the Owner. It is the responsibility of the bidder for timely release of the necessary drawings so as to work should not be get delayed.</p>
17.4	<p>The quantities of various kinds of work to be done and materials to be furnished under this contract which have been estimated and set forth in the proposal or agreement are the best available, but may not be accurate in any or all particulars and are only for the purpose of comparing on a uniform basis the tenders offered.</p>
17.5	<p>One Copy of Drawings to be kept on Site</p> <p>One copy of drawings, provided to or supplied by the bidder as aforesaid, shall be kept by the bidder on the site and the same shall at all reasonable times be available for inspection and use by the engineer and by any other person authorized by the engineer in writing or by the Owner or its representatives.</p>
17.6	<p>Supplementary Drawings and Instructions</p> <p>Any deviation in the design/drawing other than submitted to owner shall not be issued without approval of the owner. However, such drawing and deviation to be</p>

	routed through PMC
18	To Define Terms and Explain Plans
18.1	The correction of any errors or omissions of the drawings and specifications may be made by the bidder when such correction is necessary to bring out clearly the intention which is indicated by a reasonable interpretation of the drawings and specifications as a whole shall be subject to approval of the Owner / PMC or its representative.
19	Engineer to Direct work and order Alterations, Modifications, Deletions
19.1	If at any time the bidder's methods, materials or equipment appear to the owners representative or its project management consultant to be unsafe, inefficient or inadequate, for securing safety of workmen or public, the quality of work or the rate of progress required, he may order the bidder to increase their safety, efficiency and adequacy and the bidder shall comply with such orders. The failure of the the owners representative or its project management consultant to make such demands shall not relieve the bidder of his obligations to secure the quality, the safe conducting of the work and the rate of progress required by contract and the bidder alone shall be and remain liable and responsible for the safety, efficiency and adequacy of his methods, materials working force, equipment and timely completion of job.
19.2	Owner or its representative shall have the power to make any alterations in, omissions from, additions to the original specifications, drawings, designs and instructions, that may appear to him to be necessary and advisable during the progress of the work and such alterations, omissions, additions or substitutions shall not invalidate the contract. Any altered, additional or substituted work, which the bidder may be directed to do in the manner above specified as a part of the work, shall be carried out by the bidder on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work unless such alterations are not identical with items of work and form extra items.
19.3	Owner or its representative shall have the right to direct covering up of adjacent equipment and / or material which in the opinion of him, may gets spoil, damaged or dirtied due to the execution of the work by the bidder. In case bidder does not cover up within the stipulated time, he may get it done by others at the cost of bidder.
20	Work Partly Abandoned
20.1	If at any time, after commencement of the work the owner shall, for any reason whatsoever, not require the whole work or part thereof to be carried out, the owner shall give notice in writing of the fact to the bidder who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derive from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out neither shall be have any claim to compensation by reason of any change having been made in the original specifications, drawings, designs and instructions that shall involve any curtailment of the work as originally contemplated.
21	Extra Works

21.1	<p>In connection with the work covered by the contract the owner may at any time during the progress, order for other works or materials incidental there to. All such work and materials as do not appear in the bill of quantities as a specific item accompanied by unit price and which are not included under the price tender for other item in the contract shall be designated as extra work, extra work may also consist of additions to or changes in design in contract items or portions thereof when such additions are wholly disassociated or outside the scope of work of evidence by the plans, special provisions and specifications and when the work caused by such additions or changes in design must be performed under conditioned or in a manner that is materially and inherently different from the conditions and manner existent for such contract items as contemplated in original scope of work.</p> <p>The bidder hereby agrees to and he shall perform extra work whenever it is deemed necessary or desirable by the owner to complete fully the work as contemplated, and it shall be done in accordance with the requirements herein set forth. The bidder shall not perform any extra works until the owner setting forth a basis of payment satisfactory to bidder as herein after provided, has been executed, claims for compensation for extra works performed which has not been authorized and not covered by the owner may be rejected. The supplemental agreement for extra work may provide for payment on an agreed unitprice basis for the units of such extra work performed in and agreed lump sum for the works described, or on the basis of actual in conformity with clause. If extra work is to be performed on the basis of actual the supplemental agreement shall specify the agreed rates of wages and allowances to be paid for foreman, labour and terms and the agreed rental rate to be paid for each piece of equipment other than small tools, which rental rate shall include fuel, lubricants, moving and other costs incidental to the use of such equipment.</p>
21.2	<p>If the item of work, shown on any drawing or complying with the owner's representative instructions, is not identical with items specified in the schedule of quantities and / or cannot be referred from the schedule of quantities, the bidder shall, before proceeding with such work inform in writing to the owner, who shall decide whether such item of work is extra.</p>
21.3	<p>During the course of execution of the work, should the bidder come across items of work which are not covered under the Schedule of Rates, the bidder shall draw the attention of the owner/its representative to the same and proceed with this extra items of works only with owner permission in writing. Bidder shall submit minimum 3 quotations along with the rate analysis for such items before he commences work or purchases the materials in connection with such items. The rates applicable for such items shall be worked out strictly in accordance with the schedule of basic rates quoted by the bidder with 20% adder for overheads and profit plus applicable taxes. The bidder shall also submit bona fide purchase memos / receipts along with rates analysis. Owner reserves the right to negotiate with the vendor / supplier for the rates offered for such extra work. The contractor shall submit a separate bill for extra item work and should not be</p>

	included in the R. A. bill.
21.4	Items not covered by the schedule of quantities but are similar in nature to the items already covered shall be paid for, the rates being worked out on the basis of rates quoted for similar items.
22	Bidder's Address
22.1	Both the addresses appearing in the agreement and the bidder's office at or near the site of work are hereby designated as places to either of which notices, letters or other communications to bidder shall be mailed or delivered. The first name and address may be changed at any time by an instrument in writing executed and acknowledged by the bidder and delivered to the Owner.
23	Independent Bidder
23.1	Bidder agrees to perform this contract as an independent bidder and not as an employee or agent of the owner.
24	Bidder's Supervision
24.1	Bidder shall, during the whole time when the work is in progress, employ a qualified engineer, who shall be authorized representative of the bidder to be in-charge of the works, with adequate experience in a handling of jobs of this nature and with the prior approval of the owner / Consultant. Such representative shall be constantly in attendance at the site during working hours. Any directions, instructions, or notices given by the owner or its representative to him, shall be deemed to have been given to the bidder. The representative of the bidder shall have all necessary powers to receive materials from the owner, issue valid receipts for the same, engage labour or purchase materials and proceed with the work as required for speedy execution.
24.2	Bidder shall employ for execution of works only such persons as are careful, skilled and experienced in their trades and the owner/its representative shall be at liberty to object to and require the bidder to remove any person employed by the bidder for execution of works who in the opinion of the owner, misconducts himself, or is incompetent or negligent in proper performance of his duties.
25	Supervision and Workmanship
25.1	Owner/ PMC will engage his own supervisory staff at the site of works as may be deemed fit. Bidder shall afford the supervisors every facility and assistance for examining works and materials, checking and measuring the works and materials.
25.2	Supervisors shall act as representatives of the Owner/ PMC and shall have power to give notice to the bidder of any work or materials and such work shall be suspended or use of such materials shall be discontinued until the decision of the owner/its representative is obtained.
25.3	The work shall be conducted under general direction of the bidder ensure strict compliance with the terms of the contract. No failure of the bidder or his supervisors during the progress of the work to discover or to reject materials, or work not in accordance with the requirement of this contract shall be deemed as acceptance thereof or a waiver of defects therein.
26	Compensation in CASE OF Bad Work
26.1	If it shall appear to the owner / its Consultant that any work has been executed

	with unsound, imperfect or unskilled workmanship, or that any materials or articles provided by him for execution of work are unsound, or of a quality inferior to that contracted for, Bidder shall on instruction from the owner / Consultant notwithstanding that the same may have been inadvertently passed certified and paid for, forthwith rectify or remove and reconstruct such work in whole or in part as the case may require or as the case may be remove such materials and articles at his own risk and cost. In the event of his failing to do so within a period to be specified by the owner/consultant, owner may rectify or remove and re-execute the work or remove and replace with the other materials and articles complained of, as the case may be at the risk and expense of the bidder in all respects. If, however, should the owner / Consultant consider any such interior work or material as described above may be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates as he may consider proper thereof.
27	Failure by Bidder to Comply with owners/Consultant Instructions
27.1	If the bidder, after receipt of written notice from the owner/consultant requiring compliance with such further drawings and / or owner/consultant instructions, fails within seven days to comply with the same, owner may employ and pay other agencies to execute any such work whatsoever as may be necessary to give effect thereto and all costs incurred in connection there with shall be recoverable from the bidder by the owner on a certificate by the consultant as a debt or may be deducted by him from any moneys due or to become due to the bidder.
28	Setting Out Works
28.1	The bidder shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear in the progress of the works the bidder shall at his own expense rectify such error if so required to the satisfaction of the owner/its representative. The bidder shall establish and maintain base lines and bench marks at his expense.
29	Access
29.1	Owner / Consultant / Engineer or his representative shall at all reasonable times have free access to the works and / or workshops, factories or other places where materials are being prepared or constructed for the contract and also at any place where, the materials are lying or from which they are being obtained. Bidder shall give every necessary facility to the owner / Consultant and his representative, for inspection, examination and test of the materials and workmanship even to the extent of discontinuing portions of the work temporarily, or of uncovering or taking down portions of finished work.
29.2	When finished work is taken down for the purpose of inspection, the bidder shall bear all expenses incidental thereto in the event the said work is found to be defective.
29.3	Except the representatives of Public Authorities no person shall be allowed on the works at any time without the written permission of the owner/consultant.
29.4	If any work is to be done at a place other than site of the works, Bidder shall obtain written permission of the owner for doing so.

30	Measurement of Works
30.1	Engineer may from time to time intimate to the bidder&owner/consultant that he requires the works to be measured and the owner/consultant shall arrange to send a qualified agent or his representative in front of him such measurements shall be taken. Measurement sheet should be dully signed by the engineer,bidder&PMC'srepresentative
30.2	Should the bidder not attend or neglect or omit to send such agent then the measurements taken by the engineer& owner representative/Consultant or approved by them shall be taken to be the correct measurement of the work. Such measurements shall be taken in accordance with the mode of measurement mentioned in the specification and where mode of measurement is not specified, the measurement shall be as per IS: 1200.
30.3	Any claim which the bidder may have to make in respect of such measurement shall be made by him in writing to the owner/consultant within seven days of the date of these measurements of works and in its absence they shall be deemed to have been accepted by the bidder.
31	Scope of Cover
31.1	Bidder shall give not less than five days notice to the owner / consultant before covering up or otherwise placing beyond the reach of measurement, in order that the same may be measured and correct dimensions thereof to be taken.
32	To Remedy Defective Work and Defects Liability Period
32.1	If the work or any portion thereof shall be damaged in any way excepting by the acts of owner, or if the defects not readily detected by proper inspection shall develop before like final completion and acceptance of the whole work bidder shall forthwith make good without compensation, such damage or defects in a manner satisfactory to the owner/consultant. In no case shall defective or imperfect work be retained.
32.2	12 months from the date of final completion of the contract for items covered by final completion certificate, unless otherwise agreed in writing by the owner / consultant will be deemed as the defects liability period. In such case any defects in the work done due to bad materials and / or bad workmanship develop in the work before the expiry of this period, Bidderon notification by the owner shall rectify or remedy the defects at his own cost. The balance of the security deposit will be returned to the bidder only after this defects period.
32.3	Owner may in lieu of such amending and making good by the bidder, deduct from any money due to the bidder or from his security deposit, a sum to be determined by the owner/consultant equivalent to the cost of amending such work.
33	Indebtedness and Loans
33.1	Bidder agree to furnish to the owner, from time to time, during the progress of the work as requested, verified statements showing the bidder's total outstanding indebtedness in connection with the work covered by this contract. If during the progress of work, Bidder shall allow any indebtedness to accrue to his approved sub - bidders of others and shall fail to pay or discharge same within five days after demand, then the owner may withhold any money due to the bidder until such indebtedness is paid or apply same towards the discharge thereof.

34	Other Persons Engaged by Owner
34.1	Owner / consultant reserves the right to execute any work not included in this contract which he may desire to have carried out by other person and the bidder shall allow all reasonable facilities, use of his scaffolding and plate for the execution of such work at mutually acceptable rates. Such work shall be carried in such a manner as not to impede the progress of the work included in this contract.
35	Co-Lateral Work
35.1	Owner reserves the right to have such agent or agents, as he may elect, enter upon the property or location upon which the works herein contemplated are being constructed, for the purpose of constructing or installing such co-lateral works as the owner may desire. Bidder shall work in harmony with other bidders employed by the owner and any difference of opinion between the bidders shall be arbitrated by the consultant.
35.2	Bidder shall extend all co - operation to other agency for installation & commissioning of the machinery, & other utility equipment etc. as procured by the Owner who might be working at the site and shall permit them to use scaffolding etc, already put up by him to the extent necessary. Bidder will not be entitled to any extra payment on this account.
36	Night Work
36.1	Bidder is required to work normally during day time only and is required to complete the work in all respects as stipulated elsewhere. However, night work may be stipulated by the engineer or permitted in exigencies with prior approval of the owner's representative.
36.2	Sufficient light shall be provided to safeguard the workmen and public and to afford adequate facilities for properly placing and inspecting the material when the night work is in progress.
37	Diary and Progress Report
37.1	A works instruction book, serially numbered, will be kept in the engineer's office at site and all day to day instructions will be given in that book. Bidder's representative shall report every day to see these instructions and sign them at the bottom in token of his having seen them.
37.2	Bidder shall also maintain a daily register in duplicate consisting the following and shall submit one copy to the consultant or its representative on daily basis. <ul style="list-style-type: none"> • Trade wise labourers employed on the works • Detailed account of materials supplied and consumed on the work and stock position Brief details of the work carried out.
37.3	Bidder shall supply all information regarding procurement of materials and progress of Interior work as is required by the consultant for compiling weekly progress reports.
37.4	Bidder shall submit to PMC by 10.00 a.m. on every Thursday a schedule of work to be taken up by hire from the coming Monday . This schedule shall be discussed with the Consultant and bidder will take up the work as agreed. This schedule shall be based on the overall schedule given by the Bidder.

37.5	Bidder shall submit to the consultant work progress report on fortnightly basis indicating the work completed during the previous two weeks, work to be taken during the following 2 weeks, problems anticipated and suggestions to overcome such problems.
38	Manufactured Items
38.1	Where contract / schedule of quantities provide the use of manufactured items of 'Particular make or approved equal' the bidder shall state, in appendix. The name / brand of manufacturer he has considered while quoting for such items of work.
39	Bidder to Remove all Offensive Matter Immediately and Clean up
39.1	All soil, filth and other matter of an offensive nature taken out of any excavation, trench, sewer, drain, cesspool, or other place shall not be deposited on the surface but shall at once be carted away by the bidder to some pit or place provided to him away from the site of work.
39.2	As a part of the work included in this contract, the bidder shall completely remove and satisfactorily dispose off all temporary works to the extent directed after completion of the contract. He shall satisfactorily dispose of all rubbish resulting from the operations under this contract and shall do all the work necessary restore the territory embraced within the site of his operations to at least as good order and conditions as at the beginning of the work under the contract.
39.3	The bidder shall remove the excess earth, shuttering and scaffolding material from the work site as and when instructed by the owner/its representative/consultant/its representative. The bidder shall maintain a reasonable amount of good housekeeping as per the advice of the consultant.
40	Returns of Labour and Bidder's Equipment
40.1	The bidder shall, if required by the consultant, deliver to the consultant a return in detail, in such form and at such intervals as the consultant may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the bidder on the Site.
41	Unfixed Materials when taken into Account to be the Property of owner
41.1	When in any certificate of which the bidder has received payment, the engineer/Consultant, has included the value of any unfixed materials inter for and / or placed on or adjacent to the works, such materials shall become the property of the owner (for any loss or damage of which the bidder shall be responsible) and they shall not be removed from the site except for the works, without the written permission of the consultant.
42	Site Clearance on Completion
42.1	Clearance of Site on Completion Upon the issue of any Taking over Certificate the bidder shall clear away and remove from that part of the site to which such Taking-Over Certificate relates all bidder's equipment, surplus material, rubbish and temporary works of every kind, and leave such part of the site and works clean and in a workmanlike condition to the satisfaction of the owner/consultant. Provided that the bidder shall be entitled to retain on site, until the end of the Defects Liability Period, such materials, bidder's equipment and temporary works as are required by him for the purpose

	of fulfilling his obligations during the Defects Liability Period.
42.2	Epidemics In the event of any outbreak of illness of an epidemic nature, the bidder shall comply with such regulations and carry out such orders as are issued by the Government or Local Authority.
43	Certificate of Final Completion
43.1	The works shall not be considered completed until the PMC has certified in writing that they have been finally completed and the 'Defects Liability Period' shall commence from the date of the such certificate.
44	Camps and Sanitary Convenience
44.1	The responsibility for providing any accommodation, feeding and sanitary necessities for workers employed by the bidder shall be that of the bidder and such facility shall be provided within the owner's premises.
44.2	Bidder shall provide adequate water supply for the use of laborers. Bidder shall make necessary arrangement for the treatment of sewage by providing septic tanks and for draining away sewage water. All charges on these accounts shall be borne by the bidder.
44.3	Bidder shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the local public health and medical authorities and shall generally follow the requirements of "Model Rules for the Protection of Health and Sanitary arrangements for workers employed by C.P.W.D on its contracts".
45	Intoxicants
45.1	Bidder shall not permit or suffer the introduction or Use of intoxicating liquor upon the works embraced within contract, or upon any of the ground occupied or controlled by him.
46	Assignment
46.1	The contractor shall not sublet or assign the whole or part of the works except where otherwise provided, by the contract. The provision of labour on piece work basis shall not be deemed to be a subletting under this clause.
46.2	The contractor may entrust specialist items of works like MEP services, HVAC, Lifts, Building Management System, Water Proofing, and Data & Communication networking, interiors, landscaping etc. to the agencies specialized in the specific trade. The contractor shall give the names and details of such firm whom it is going to employ for approval of NBCC. These details shall include the expertise, financial status, technical manpower, equipment, resources and list of works executed and on hand of the specialist agency. Further, prior written approval is required from NBCC to deploy such agency / sub-contractor.
47	Changes in Constitution
47.1	Where the bidder is a partnership firm, the previous approval in writing of the owner shall be obtained before any change is made in the constitution of the firm.
47.2	When the bidder is an individual or a Hindu undivided family concern such approval shall likewise be obtained before the bidder enters into any partnership agreement, where under the partnership firm would have the right to carry out the

	work here by under taken by the bidder.
47.3	Safety, Damages to Persons and Property Insurance in Respect of the Owner
47.4	Bidder shall pay particular attention to ensure the safety of his staff and workman and others in the vicinity and shall be responsible for any loss of life, injury to persons due to negligence or any other cause whatever in any way connected with the carry out of this contract excepting natural causes.
47.5	Bidder shall take all precautions necessary and shall be responsible for the safety of the work. Bidder shall be responsible for all injury to persons, animals, trees or things and for all damages to structural, paint, Drainage Lines, Electrical lines, Water supply lines , fittings, material and / or decorative part of the property, which may arise from operations or neglect of himself or any of his approved sub bidder's employees, whether such injury or damage arise for carelessness, accident, defective carrying out of this contract or any other cause whatever in any way connected with the carry out of this contract
47.6	Bidder shall indemnify the owner against all claims which may be made against the owner by any member of the public, or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain until the final completion of the contract, with an approved Policy of Insurance in the joint names of the owner and the bidder and deposit such Policy / policies with the owner. Bidder shall also indemnify the owner against all claims which may be made up on the consultant whether under the Workmen's Compensation Act or any other statute in force or any other common law during the currency of this contract.
47.7	Owner with the concurrence of the consultant shall be at liberty and is and hereby empowered to deduct the amount arising or accruing in respect of any claim, damage, compensation costs, charges and expenses in any sum due or become due to the bidder.
48	Delay on the Part of Owner / Consultant
48.1	If any delay in execution / completion of the contract occurs due to the reasons outside the bidder's scope like stoppage of work by the owner/Consultant etc. legitimate extension of the time limit will be allowed but no compensation of any kind what so ever (like payment for over stay etc.) will be given by the owner.
49	Suspension
49.1	<p>Suspension of Work</p> <p>The bidder shall, on the instructions of the owner/consultant, suspend the progress of the works or any part thereof for such time and in such manner as the owner/consultant may consider necessary and shall, during such suspension, properly protect and secure the Works or such part thereof so far as is necessary in the opinion of the consultant. Unless such suspension is:</p> <ul style="list-style-type: none"> (a) otherwise provided for in the contract, or (b) necessary by reason of some default of or breach of contract by the bidder or for which he is responsible, or (c) necessary by reason of climatic conditions on the site, or (d) necessary for the proper execution of the works or for the safety of the works <p style="text-align: center;">or</p>

	any part thereof (save to the extent) that such necessity arises from any act or default by the consultant or the or from any of the risksshall apply.
49.2	Consultant's Determination Following Suspension Where the consultant shall after due consultation with the owner, determine any extension of time to which the bidder is entitled underand shall notify the bidder accordingly, with a copy to the owner.
49.3	Suspension Lasting More than 07 Days If the progress of the works or any part thereof is suspended on the written instructions of the owner/consultant and if permission to resume work is not given by the owner/consultant within a period of 07 days from the date of suspension then, unless such suspension is within the bidder may give notice to the consultant requiring permission, within 03 days from the receipt thereof, to proceed with the works or that part thereof in regard to which progress is suspended. If, within the said time, such permission is not granted, the bidder may, but is not bound to, elect to treat the suspension, where it affects part only of the Works, as an omission of such part under by giving a further notice to the consultant to that effect, or where it affects the whole of the works, treat the suspension as an event of default by the and suspend his work under the contract.
50	Termination of Contract by Owner
50.1	If the bidder commits a breach of any terms of this contract or an Act of Insolvency or shall be adjudged as Insolvent or shall make an assignment or composition for the benefit of the greater part in no or amount of his creditors or (being and incorporated Company) shall have an order made against him 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 or liquidator in such acts of insolvency or winding up shall be unable, within 07 days after notice to him requiring him to do so, to show the reasonable satisfaction of the Owner / Consultant, that he is able to carry out full fill the contract and if required by the owner to give security thereof, if the consultant shall be certify, writing, to the owner. That in his opinion the bidder.
50.2	> Has abandoned the Contract, or
50.3	>Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving fromthe consultant written notice to proceed; or
50.4	> Has failed to remove materials from the site or to pull down and replace the work within 07 days after receiving from consultant written notice to the bidder. said that materials or work were condemned and rejected by the consultant under these conditions; or
50.5	> Has neglected or failed persistency to observe and perform all or any of the acts, matters or things by thecontract to be observed and performed by the bidder for07 days after written notice shall have been given to the bidder requiring the bidder to observe or perform the same; or
50.6	> Has to the detriment of good workmanship or in defiance of the consultant's instructions to the contrary sub-let any part of the contract. Then in any of the said cases-the-owner with the written consent of the consultant may not withstanding

	<p>any previous waiver, after giving seven days notice in writing to the bidder, determine the contract, but without hereby affecting the powers of the consultant or the obligations and liabilities of the bidder the whole of which shall continue in force as fully as if the contract has not been so determined and as if the works subsequently executed had been executed by or on behalf of the bidder. In such case the 'Security Deposit' of the bidder shall stand forfeited. And further the owner, under advice of the consultant, by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery, power operated tools and steel, cement and other materials lying upon the permission or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workman in carrying on and completing the works. or by employing any other bidder or other persons complete the works and the bidder shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other bidder or other 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 consultant shall give a notice in writing to the bidder to remove his surplus materials and plant, and should the bidder fail to do so within a period of 07 days after receipt thereof by him the owner shall set the same by public auction and shall give credit to the bidder for the amount realized. The consultant shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the owner for the value or the plant and materials so taken possession of by the owner and the expense or loss which the owner shall have been put to in procuring the works, to be so completed, and the amount if any, owing to the bidder and the amount which shall be so certified shall thereupon be paid by the owner to the bidder or by the bidder to the owner, as the case may be, and the certificate of the consultant shall be final and conclusive between the parties.</p>
50.7	When the contract is so terminated the bidder shall in no case whatsoever have any claim to compensation, for any loss sustained by him.
51	Force Majeure
51.1	<p>Any delay in the performance of any obligation by either party shall not constitute default hereunder or give rise to any claim for damage or loss if such delay or failure is caused by circumstances of 'Force MAJEURE'. 'Force MAJEURE' shall include but not be limited to the following matters:</p> <ul style="list-style-type: none"> ➤ War or hostilities; ➤ Riot or civil commotion; ➤ Earth quake, flood, fire or other natural disasters; ➤ Denial of the use of any Railway, Port, Airport, shipping service or other means of public transport; ➤ Strike or lockout or other industrial action by workers or Owners. ➤ The mere shortage or delay in availability or supply of labour, materials or utilities shall not constitute Force Majeure, unless caused by circumstances which are they Force- Majeure.
51.2	If bidder is prevented or delayed from performing any of its obligations under this

	agreement by Force Majeure, then bidder shall notify owner the circumstances constituting the Force Majeure and the obligations performance of which is thereby delayed or prevented, within seven days of the occurrence of the circumstances.
51.3	Should the Parties be prevented from fulfillment of their contractual obligation by reasons lasting for a period of fifteen days, the Parties shall consult each other, in tile presence of the consultant to decide the course of action to be followed.
52	Bidder's General Responsibilities
52.1	The bidder shall, with due care and diligence, design (to the extent provided for by the Contract), execute and complete the works and remedy any defects therein in accordance with the provisions of the contract. The bidder shall provide all superintendence, labour, materials, Plant, bidder's equipment and all other things, whether of a temporary or permanent nature, required in and for such design, execution, completion and remedying of any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the contract. The bidder shall promptly notify the owner and the consultant of any error, omission, fault or any other defect in the design of or specifications for the Works which he discovers when reviewing the contract documents or in the process of execution of works.
53	Site Operations and Methods of Construction
53.1	The bidder shall take full responsibility for the adequacy, stability and safety of all site operations and methods of the works .thebidder shall also be responsible (except as stated hereunder or as may otherwise be agreed) for design or specification of permanent works, or for the design or specification of any temporary works as prepared by the bidder. Where the contract expressly provides that part of the permanent works shall be designed by the bidder, he shall be fully responsible for that part of such works, not withstanding any approval by the consultant.
54	Performance Security
54.1	The bidder shall provide security amounting to 5% of contract value for his proper performance of the contract to the within 07 days from the date issue of Letter of Intention. The performance security shall be in the form of an unconditional bank guarantee / DD issued by any Nationalized / Scheduled Bank located in India ,in the amount stated and as per the standard form provided by Scheduled or Nationalized Bank and draft for the BG to be approved by the owner. The cost of complying with the equipments of this Clause shall be borne by the bidder. When providing such performance security to the owner, the bidder shall notify the consultant of so doing. No interest will be payable on the performance security. Without limitation to the provisions of the preceding paragraph, whenever the consultant determines an addition to the contract Price as a result of a change in cost and / or legislation, the bidder, at the consultants's written request, shall promptly increase the value of the performance security by an equal percentage.
55	Period of Validity of Performance Security
55.1	The performance security shall be valid until the bidder has executed and completed the works and such security shall be returned to the bidder within

	15 days after the issue of the Work Completion Certificate by PMC to the Contractor for each location on pro-rata basis.
56	Claims under Performance Security
56.1	Prior to including a claim under the Performance Security shall, in every case, notify the bidder stating the nature of the default in respect of which the claim is to be made.
57	Quality of Work
57.1	Work to be in Accordance with Contract
	The bidder shall execute and complete the works and remedy any defects therein in strict accordance with the contract to the satisfaction of the owner/Consultant. The bidder shall comply with and adhere strictly to the consultant's instructions on any matter, whether mentioned in the contract, or not, touching or concerning the Works. The bidder shall take instructions only from the consultant / consultants's Representative or, subject to the provisions of the consultant's Representative.
58	Site Supervisory Staff
58.1	Bidder's Employees
	The bidder shall provide on the Site in connection with execution and completion of the works and the remedying of any defects therein: (a) Only such technical assistants as are skilled and experienced in their respective callings and such foremen and leading hands as are competent to give proper superintendence of the works; and (b) Such skilled, semiskilled and unskilled labour as are necessary for the proper and timely fulfilling of the bidder's obligations under the contract.
59	Language Ability of Bidder's Staff.
59.1	If the bidder's authorized representative is not, in the opinion of the consultant, fluent in english the bidder shall have available on site at all times a competent interpreter to ensure the proper transmission of instructions and information. The bidder is encouraged, to the extent practicable and reasonable, to employ staff and labour from within the State of Gujarat . A reasonable proportion of the bidder's superintending staff shall have working knowledge of Gujarati , or the bidder shall have available on site at all times a sufficient number of interpreters to ensure the proper transmission of instructions and information.
60	Safety, Security and Protection of the Environment
60.1	The bidder shall, throughout the execution and completion of the works and remedying of any defects therein: (a) have full regard for the safety of all persons entitled to be upon the site and keep the site (so far as the same is under his control) and the works (so far as the same are not completed or occupied by the) in an orderly state appropriate to the avoidance of danger to such persons; (b) provide and maintain at his own cost all lights, guards, fencing, warning signs, watching, when and where necessary or required by the consultant/its representative or by any duly constituted authority, for the protection of the works or for the safety and convenience of the public or others; (c) take all reasonable steps to protect the environment on and off the site and to

	<p>avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation; and</p> <p>(d) screen all lights provided by the bidder so as to not to interfere with any signal light on the railways or with any traffic or signal lights of any local or other authority.</p>
61	Quality Assurance
61.1	Care of Works
	<p>(a) if the Consultant issues a Taking Over Certificate for any section or part of the permanent works the bidder shall cease to be liable for the care of that Section or part from the date of issue of the Taking Over Certificate, when the responsibility for the care of that section or part shall pass to the bidder, and</p> <p>(b) the bidder shall take full responsibility for the care of any outstanding works and materials and plant for incorporation therein which he undertakes to finish during the Defects Liability Period until such outstanding works have been completed.</p>
62	Special Risks
62.1	<p>The Special risks are:</p> <p>(a) insofar as they directly affect the execution of works in the country where the Permanent works are executed:</p> <ul style="list-style-type: none"> i. war and hostilities (whether war be declared or not), invasion, act of foreign enemies; ii. rebellion, revolution, insurrection, or military or usurped power, or civil war; iii. ionizing radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; iv. pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds; v. riot, commotion or disorder, unless solely restricted to the employees of the bidder or of his sub bidders and arising from the conduct of the works; <p>(b) loss or damage due to the use or occupation by the of any section or part of the Permanent works, except as may be provided for in the contract;</p> <p>(c) loss or damage to the extent that it is due to the design of the works, other than any part of the design provided by the bidder or for which the bidder is responsible; and</p> <p>(d) any operation of the forces of nature (insofar as it occurs on the site) which an experienced bidder:</p> <ul style="list-style-type: none"> i. could not have reasonably foreseen, or ii. could reasonably have foreseen but against which he could not reasonably have taken at least one of the following measures: <ul style="list-style-type: none"> I. prevent loss or damage to physical property from occurring by taking appropriate measures, or II. Insure against.

63	Insurance
63.1	<p>Insurance of works and Bidder's Equipment</p> <p>The bidder shall, without limiting his or the Owner's obligation and responsibilities ensure:</p> <p>(a) the works, together with materials and Plant for incorporation therein, to the full replacement cost;</p> <p>(c) the bidder's equipment and other things brought onto the site by the bidder, for a sum sufficient to provide for their replacement at the site.</p> <p>(d) The insurance shall be issued by an insurance company which has been determined by the bidder to be acceptable to the Owner. Scope also cover Goods lying at the site during the work in progress covered under the contract.</p>
63.2	<p>Scope of Cover</p> <p>The insurance shall be in the joint names of the bidder and the Owner and shall cover:</p> <p>(a) the Owner and the bidder against all loss or damage from whatsoever cause arising, other than from the start of work at the site until the date of issue of the relevant Taking-Over Certificate in respect of the works or any section or part thereof as the case may be bidder, and</p> <p>(b) It shall be the responsibility of the bidder to notify the Insurance Company of any change in the nature and extent of the works and to ensure the adequacy of the Insurance cover at all times during the period of contract.</p> <p>(c) Goods lying at the site and worker / manpower deputed by the contractor at the site during the work in progress covered under the contract.</p>
64	Responsibility for Amounts Not Recovered
64.1	Any amounts not insured or not recovered from the insurers shall be borne by the bidder in accordance with their responsibility.
65	War Risk Insurance
65.1	If the bidder receives instructions from the Owner to insure against War Risk, such insurance if normally available shall be affected at the cost of the Owner, with Insurance Company acceptable to the Owner and shall be in the joint names of the bidder and the Owner.
66	Indemnify the Owner
66.1	<p>Damage to Persons and Property</p> <p>The bidder shall, except if and so far as the contract provides otherwise, indemnify the against all losses and claims in respect of:</p> <p>(a) death of or injury to any person, or</p> <p>(b) loss of or damage to any property (other than the Works), which may arise out of or in consequence of the execution and completion of the works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, subject to the exceptions.</p>
67	Exceptions
67.1	<p>The "exceptions" to be referred are:</p> <p>(a) the permanent use or occupation of land by the works, or any part thereof,</p> <p>(b) the right of the to execute the works, or any part thereof, on, over, under, in or</p>

	<p>through any land,</p> <p>(c) damage to property which is the unavoidable result of the execution and completion of the works or the remedying of any defects therein, in accordance with the contract,</p> <p>(d) death of or injury to persons or loss of or damage to property resulting from any act or neglect of the bidder, his agents, servants or other bidders not being employed by the bidder, or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or, where the injury or damage was contributed to by the bidder, his servants or agents, such part of the said injury or damage as may be just and equitable having regard to the extent of the responsibility of the Owner, his servants or agents or other bidders for the injury or damage.</p>
68	Liability for Death or Injury to any Person
68.1	Third Party Insurance (including 's Property)
	The bidder shall, without limiting his or the Owner's obligations and responsibilities insure, in the joint names of the bidder and the Owner, against liabilities for death of or injury to any person or loss of or damage to any property (other than the works) arising out of the performance of the contract.
68.2	Cross Liabilities
	The insurance policy shall include a cross liability clause such that the insurance shall apply to the bidder and to the Owner as separate insurers.
69	Compensation to Workmen
69.1	Accident or Injury to Workmen
	The Owner shall not be liable for or in respect of any damages or compensation payable to any workman or other than death or injury resulting from any act or default of the bidder, his agents or servants. The bidder shall indemnify and keep indemnified Owner against all such damages and compensation, other than those for which the bidder is liable as aforesaid, and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.
69.2	Insurance against Accident to Workmen
	The bidder shall insure against such liability and shall continue such insurance during the whole of the time that any persons are employed by him on the works. Provided that, in respect of any persons employed by any sub bidder, the bidder's obligations to insure as aforesaid under this sub- clause shall be satisfied if the Sub bidder shall have insured against the liability in respect of such persons in such manner that the is indemnified under the policy, but the bidder shall require such Sub bidder to produce to the bidder, when required, such policy of insurance and the receipt for the payment of the current premium.
70	Effect of an Insurance
70.1	Evidence and Terms of Insurance
	The bidder shall provide evidence to the Owner prior to the start of work at the site that the insurance required under the contract have been effected and shall, within 30 days of the Commencement Date, provide the insurance policies to the Owner. When providing such evidence and such policies to the Owner, the

	bidders shall notify the consultant of so doing. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Acceptance. The bidder shall affect all insurance for which he is responsible with insurers and in terms approved by the Owner.
70.2	Adequacy of Insurance The bidder shall notify the insurers of changes in the nature, extent, value or programme for the execution of the works and ensure the adequacy of the insurance at all times in accordance with the terms of the contract and shall, when required, produce to the insurance policies in force and the receipts for payment of the current premiums.
70.3	Remedy on Bidder's Failure to Insure If the bidder fails to effect and keep in force any of the insurance required under the Contract, or fails to provide the policies to within the period required, then and in any such case the Owner may effect and keep in force any such insurance and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from any monies due or to become due to the bidder, or recover the same as a debt due from the bidder.
70.4	Compliance with Policy Conditions In the event that the bidder or the fails to comply with conditions imposed by the insurance policies affected pursuant to the contract, each shall indemnify the other against all losses and claims arising from such failure.
70.5	Source of Insurance The bidder shall be entitled to place all insurance relating to the contract with insurers from India, which has been determined by the bidder to be acceptable to the Owner.
71	Cleanness of Site During Execution
71.1	Bidder to Keep Site Clear During the execution of the works the bidder shall keep the site free from all unnecessary obstruction and shall store or dispose of any bidder's equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required.
72	Labour
72.1	Arrangement of Staff and Labour The bidder shall make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding, water and transport.
72.2	Compliance with Labour Regulations The bidder and his sub - bidders shall comply with the local laws and regulations governing labour.
73	Materials, Plant and Workmanship
73.1	Quality of Materials, Plant and Workmanship All materials, Plant and workmanship shall be: <ul style="list-style-type: none"> (a) of the respective kinds described in the contract and in accordance with the consultant/ consultant's Representative's instructions, and (d) Subjected from time to time to such tests as the consultant may require at the place of manufacture, fabrication or preparation, or on the site or at such other

	<p>place or places as may be specified in the contract, or at all or any of such places.</p> <p>The bidder shall provide such assistance, labour, electricity, fuels, stores, apparatus and instruments as are normally required for examining, measuring and testing any materials or plant and shall supply samples of materials, before incorporation in the works, for testing as may be selected and required by the owner/consultant. The bidder is encouraged, to the extent practicable and reasonable, to use plant and materials from sources within India.</p>
73.2	<p>Cost of Samples</p> <p>All samples shall be supplied by the bidder at his own cost if the supply thereof is clearly intended by or provided for in the contract.</p>
73.3	<p>Cost of Tests</p> <p>The cost of making any test shall be borne by the bidder if such test is:</p> <ul style="list-style-type: none"> (a) clearly intended by or provided for in the contract, or (b) particularized in the contract (in cases only of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purposes which it was intended to fulfill) in sufficient detail to enable the bidder to price or allow for the same in his tender.
73.4	<p>Cost of Tests Not Provided For</p> <p>If any test required by the owner/consultant which is:</p> <ul style="list-style-type: none"> (a) not so intended by or provided for, or (b) (in the cases above mentioned) not so particularized, (c) or (though so intended or provided for) required by the owner/consultant to be carried out at any place other than the site or the place of manufacture, fabrication or preparation of the materials or plant tested, shows the materials, plant or workmanship not to be in accordance with the provisions of the contract to the satisfaction of the consultant, then the cost of such test shall be borne by the bidder.
74	<p>Site Inspection by Owner representative/Consultant or consultant's Representative</p>
74.1	<p>Inspection of Operations</p> <p>The owner/consultant, and any person authorized by him, shall at all reasonable times have access to the site and to all workshops and places where materials or plant are being manufactured, fabricated or prepared for the works and the bidder shall afford every facility for and every assistance in obtaining the right to such access.</p>
74.2	<p>Inspection and Testing</p> <p>The owner/consultant/their representative shall be entitled, during manufacture, fabrication or preparation to inspect and test the materials and Plant to be supplied under the contract. If materials or plant are being manufactured, fabricated or prepared in workshops or places other than those of the bidder, the bidder shall obtain permission for the owner/consultant/their representative to carry out such inspection and testing in those workshops or places. Such inspection or testing shall not relieve the bidder from any obligation under the contract.</p>

74.3	<p>Dates for Inspection and Testing</p> <p>The bidder shall agree with the owner/consultant/their representative on the time and place for inspection or testing of any materials or plant as provided in the contract. The owner/consultant/their representative shall give the bidder not less than 24 hours notice of his intention to carry out the inspection or to attend the tests. If the owner/consultant/their representative or his duly authorized representative, does not attend on the date agreed, the bidder may, unless otherwise instructed by the owner/consultant/their representative, proceed with the tests, which shall be deemed to have been made in the presence of the owner/consultant/their representative. The bidder shall forthwith forward to the owner/consultant/their representative duly certified copies of the test readings. If the owner/consultant/their representative has not attended the tests, he shall accept the said readings as accurate.</p>
74.4	<p>Rejection</p> <p>If, at the time and place agreed the materials or plant are not ready for inspection or testing or if, as a result of the inspection or testing referred to in this clause, the owner/consultant/their representative determines that the materials or plant are defective or otherwise not in accordance with the contract, he may reject the materials or plant and shall notify the bidder thereof immediately. The notice shall state the owner/consultant/their representative objections with reasons. The bidder shall then promptly make good the defect or ensure that rejected materials or plant comply with the contract. If the owner/consultant/their representative so requests, the tests of rejected materials or plant shall be made or repeated under the same terms and conditions. All costs incurred by the by the repetition of the tests shall, after due consultation with the Owner and the bidder, be determined by the owner/consultant/their representative and shall be recoverable from the bidder by the Owner and may be deducted from any monies due or to become due to the bidder and the owner/consultant/their representative shall notify the bidder accordingly, with a copy to the Owner.</p>
74.5	<p>Independent Inspection</p> <p>If the consultant so desires, he may delegate inspection and testing of materials or plant to an independent inspector. Any such delegation shall be effected and for this purpose such independent inspector shall be considered as an assistant of the consultant. Notice of such appointment (not being less than 7 days) shall be given by the consultant to the bidder.</p>
75	<p>Approval of Work before Covering</p>
75.1	<p>Examination of Work before Covering Up</p> <p>No part of the works shall be covered up or put out of view without the approval of the consultant and the bidder shall afford full opportunity for the consultant to examine and measure any such part of the works which is about to be covered up or put out of view and to examine foundations before any part of the works is placed thereon. The bidder shall give notice to the consultant whenever any such part of the works or foundations is or are ready or about to be ready for examination and the consultant shall, without unreasonable delay, unless he considers it unnecessary and advises the bidder accordingly, attend for the</p>

	purpose of examining and measuring such part of the works or of examining such foundations.
75.2	<p>Uncovering and Making Openings</p> <p>If, for any reason whatsoever, the bidder fails to comply with the provisions before covering up the works, the bidder shall uncover any part of the works or make openings in or through the same as the consultant may from time to time instruct and shall reinstate and make good such part. All costs shall be borne by the bidder.</p>
76	Work to the Satisfaction of Consultant
76.1	<p>Removal of Improper Work, Materials or Plant</p> <p>The consultant shall have authority to issue instructions from time to time, for:</p> <p>(a) the removal from the site, within such time or times as may be specified in the instruction, of any materials or plant which, in the opinion of the consultant, are not in accordance with the contract,</p> <p>(b) the substitution of proper and suitable materials or plant, and</p> <p>(c) the removal and proper re-execution, notwithstanding any previous test thereof or interim payment therefore, of any work which, in respect of</p> <p>i. materials, Plant or workmanship, or</p> <p>ii. Design by the bidder or for which he is responsible, is not, in the opinion of the consultant, in accordance with the contract.</p>
76.2	<p>Default of Bidder in Compliance</p> <p>In case of default on the part of the bidder in carrying out such instruction within the time specified therein or, if none, within a reasonable time, the owner/consultant shall be entitled to employ and pay other persons to carry out the same and all costs consequent thereon or incidental thereto shall, after due consultation with the Owner and the bidder, be determined by the consultant and shall be recoverable from the bidder by the Owner and may be deducted by the Owner from any monies due or to become due to the bidder and the consultant shall notify the bidder accordingly, with a copy to the Owner.</p>
77	Liquidated Damages
77.1	<p>Liquidated Damages for Delay</p> <p>If the bidder fails to comply with the time for completion for the whole of the works or, if applicable, any section within the relevant time prescribed by, then the bidder shall pay to the relevant sum stated as liquidated damages for such default and not as a penalty (which sum shall be the only monies due from the bidder for such default) for every week or part of a week which shall elapse between the relevant time for Completion and the date stated in a Taking-Over Certificate of the whole of the works or the relevant section, subject to the applicable limit stated. The bidder may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the bidder. The payment or deduction of such damages shall not relieve the bidder from his obligation to complete the works, or from any other of his obligations and liabilities under the contract.</p>
77.2	<p>Reduction of Liquidated Damages</p> <p>If, before the time for completion of the whole of the works or, if applicable, any</p>

	section, a work completion Certificate has been issued for any part of the works or of a section, the liquidated damages for delay in completion of the remainder of the works or of that section shall, for any period of delay after the date stated in such Certificate, and in the absence of alternative provisions in the contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the works or section, as applicable. The provisions of this Sub- Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.
78	Defects Liability
78.1	In these conditions the expression “Defects Liability Period” shall mean the defects liability period calculated from: (a) the date of completion of the works certified by the Owner/consultant or (b) in the event of more than one certificate having been issued by the consultant the respective dates so certified and in relation to the Defects Liability Period the expression “The Works’ shall be construed accordingly.
78.2	Defects Liability Certificate The contract shall not be considered as completed until a Defects Liability Certificate shall have been signed by the consultant and delivered to the Owner, with a copy to the bidder, stating the date on which the bidder shall have completed his obligations to execute and complete the works and remedy any defects therein to the consultant’s satisfaction. The Defects Liability Certificate shall be given by the consultant within 30 days after the expiration of the Defects Liability Period or, if different defects liability periods shall become applicable to different sections or parts of the permanent works, the expiration of the latest such period, or as soon thereafter as any works instructed, have been completed to the satisfaction of the consultant.
78.3	Completion of Outstanding Work and Remedying Defects To the extent that the works shall, at or as soon as practicable after the expiration of the Defects Liability Period, be delivered to the in the condition required by the contract, fair wear and tear accepted, to the satisfaction of the consultant, the bidder shall: (a) complete the work, if any, outstanding on the date stated in the Taking-Over Certificate as soon as practicable after such date, and (b) execute all such work of amendment, reconstruction, and remedying defects, shrinkage or other faults as the consultant may, during the Defects Liability Period or within 14 days after its expiration, as a result of an inspection made by or on behalf of the consultant prior to its expiration, instruct the bidder to execute.
78.4	Cost of Remedying Defects All work referred shall be executed by the bidder at his own cost if the necessity thereof is, in the opinion of the consultant, due to: (a) the use of materials, Plant or workmanship not in accordance with the contract, or (b) where the bidder is responsible for the design for part of the Permanent works, any fault in such design, or (c) the neglect or failure on the part of the bidder to comply with any obligation,

	expressed or implied, on the bidder's part under the contract. If, in the opinion of the consultant, such necessity is due to any other cause, he shall determine an addition to the contract price and shall notify the bidder accordingly, with a copy to the Owner.
78.5	<p>Bidder's Failure to Carry Out Instructions</p> <p>In case of default on the part of the bidder in carrying out such instruction within a reasonable time, the Owner shall be entitled to employ and pay other persons to carry out the same and if such work is work which, in the opinion of the consultant, the bidder was liable to do at his own cost under the contract, then all costs consequent thereon or incidental thereto shall, after due consultation with the Owner and bidder, be determined by the consultant and shall be recoverable from the bidder by the Owner and may be deducted from any monies due or to become due to the bidder and the consultant shall notify the bidder accordingly, with a copy to the Owner.</p>
79	Alterations, Additions and Omissions
79.1	<p>The consultant shall make any variation of the form, quality or quantity of the works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall have the authority to instruct the bidder to do and the bidder shall do any of the following:</p> <ul style="list-style-type: none"> (a) increase or decrease the quantity of any work included in the contract, (b) omit or include any such work (but not if the omitted work is to be carried out by the or by another bidder), (c) change the character or quality or kind of any such work, (d) change the levels, lines, position and dimensions of any part of the works, (e) execute additional work of any kind necessary for the completion of the works, (f) change any specified sequence or timing of construction of any part of works. <p>No such variation shall in any way vitiate or invalidate the contract, but the effect, if any, of all such variations shall be valued provided that where the issue of an instruction to vary the works is necessitated by some default of or breach of contract by the bidder or for which he is responsible, any additional cost attributable to such default shall be borne by the bidder.</p>
79.2	The bidder shall not make any such variation without an instruction of the consultant. Provided that no instruction shall be required for decrease in the quantity of any work where such decrease is not the result of an instruction given under this clause, but is the result of the quantities being less than those stated in the Bill of Quantities.
79.3	<p>Procedure for Claims Notice of Claims</p> <p>Notwithstanding any other provision of the contract, if the bidder intends to claim any additional payment pursuant to any clause of these conditions or otherwise, he shall give notice of his intention to the consultant, with a copy to the Owner, within 28 days after the event giving rise to the claim has first arisen.</p>
79.4	<p>Contemporary Records</p> <p>Upon the happening of the event referred by the bidder shall keep such</p>

	<p>contemporary records as may reasonably be necessary to support any claim he may</p> <p>Subsequently wish to make. Without necessarily admitting the Owner's liability, the consultant shall, on receipt of a notice inspect such contemporary records and may instruct the bidder to keep any further contemporary records as are reasonable and may be material to the claim of which notice has been given. The bidder shall permit the consultant to inspect all records kept pursuant to this sub-clause and shall supply him with copies thereof as and when the consultant so instructs.</p>
79.5	<p>Substantiation of Claims</p> <p>Within 15 days, or such other reasonable time as may be agreed by the consultant, of giving notice to the bidder shall send to the consultant an account giving detailed particulars of the amount claimed and the grounds upon which the claim is based. Where the event giving rise to the claim has a continuing effect, such account shall be considered to be an interim account and the bidder shall, at such intervals as the consultant may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. In cases where interim accounts are sent to the consultant, the bidder shall send a final account within 28 days of the end of the effects resulting from the event. The bidder shall mark a copy to the all accounts sent to the consultant pursuant to this sub-clause.</p>
79.6	<p>Failure to Comply</p> <p>If the bidder fails to comply with any of the provisions of this clause in respect of any claim which he seeks to make, his entitlement to payment in respect thereof shall not exceed such amount as the consultant considers to be verified by contemporary records (whether or not such records were brought to the consultant's notice as required).</p>
79.7	<p>Payment of Claims</p> <p>The bidder shall be entitled to have included in any interim payment certified by the consultant such amount in respect of any claim as the consultant, after due consultation with the Owner and the bidder, may consider due to the bidder provided that the bidder has supplied sufficient particulars to enable the consultant to determine the amount due. If such particulars are insufficient to substantiate the whole of the claim, the bidder shall be entitled to payments in respect of such part of the claim as such particulars may substantiate to the satisfaction of the consultant. The consultant shall notify the bidder of any determination made under this sub-clause, with a copy to the Owner.</p>
80	Bidders's Equipment, Temporary Works and Materials
80.1	<p>Exclusive Use for the Works</p> <p>All bidder's equipment, temporary works and materials provided by the bidder shall, when brought on to the site, be deemed to be exclusively intended for the execution of the works and the bidder shall not remove the same or any part thereof, except for the purpose of moving it from one part of the site to another, without the consent of the consultant. Provided that consent shall not be required for vehicles engaged in transporting any staff, labour bidder's equipment,</p>

	Temporary works, Plant or materials to or from the site.
80.2	Not Liable for Damage The Owner shall not at any time be liable for the loss of or damage to any of the said bidder's Equipment, Temporary works or materials.
80.3	Approval of Material Not Implied The operation shall not be deemed to imply any approval by the consultant of the material or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the consultant.
81	Measurement of Quantities
81.1	Quantities The quantities set out in the Bill of Quantities are the estimated quantities for the works, and they are not to be taken as the actual and correct quantities of the works to be executed by the bidder in fulfillment of his obligations under the contract. However, bidder shall inform about the upward variation in quantity with proper justification against as mentioned in the estimated bill of quantities well in an advance to the owner/consultant, failing which estimated bill of quantities would be considered as final.
81.2	"The bidder agrees that he shall be held responsible if any of the said estimated quantity should be found not even approximately correct in the construction/interior works and that will not at any time dispute or complain nor assert about the misunderstanding in regard to the quantity, character, size and type of work to be done"
82	Value of Work
82.1	Works to be measured The consultant shall, except as otherwise stated, ascertain and determine by measurement the value of the works in accordance with the contract and the bidder shall be paid that value, The consultant shall, when he requires any part of the works to be measured, give reasonable notice to the bidder's authorized representative, who shall (a) forthwith attend or send a qualified representative to assist the consultant in making such measurement, and (b) Supply all particulars required by the consultant. Should the bidder not attend, or neglect or omit to send such representative, then the measurement made by the consultant or approved by him shall be taken to be the correct measurement of such part of the works. For the purpose of measuring such Permanent Works as are to be measured by records and drawings, the consultant shall prepare such records and drawings as the work proceeds as he deems necessary or appropriate and the bidder, as and when called upon to do so in writing, shall within 14 days, attend to examine and agree such records and drawings with the consultant and shall sign the same when so agreed. If after examination of such records and drawings, the bidder does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the bidder, within 14 days of such examination, lodges with the consultant notice of the respects in which such records and drawing are claimed by him to be incorrect. On receipt of such notice, the consultant shall review the records and drawings and either confirm or vary

	them.
83	Method of Measurements
83.1	Method of Measurement The works shall be measured net, notwithstanding any general or local custom, except where otherwise provided for in the contract.
83.2	Break-up of Lump Sum Items For the purpose of statements submitted, the bidder shall submit to the consultant, within 7 days after the receipt of the Letter of Intent, a break-up for each of the lump sum items contained in the tender. Such break-up shall be subject to the approval of the PMC / Owner.
84	Certificates and Payments
84.1	Place of Payment Payments to the bidder by the Owner shall be made into a bank account or accounts nominated by the bidder, or as may otherwise be agreed.
84.2	Discharge Upon submission of the Final Bill, the bidder shall give to the Owner, with a copy to the consultant, a written discharge confirming that the total of the Final Bill represents full and final settlement of all monies due to the bidder arising out of or in respect of the contract. Provided that such discharge shall become effective only after payment due under the Final Certificate issued has been made and work completion certificate to be issued by PMC
84.3	Final Certificate / Work Completion Certificate Within 28 days after receipt of the Final Statement and the written discharge, the consultant shall issue to the (with a copy to the bidder) a Final Certificate stating: (a) the amount which, in the opinion of the consultant, is finally due under the contract; and (b) after giving credit to the for all amounts previously paid by the Owner and for all sums to which the Owner is entitled under the contract other than the balance, if any, due from the to the bidder or from the bidder to the Owner.
85	Settlement of Disputes
85.1	Consultant's Decision If any dispute of any kind whatsoever arises between the Owner and the bidder in connection with, or arising out of, the contract or the execution of the works, whether during the execution of works or after their completion, and before or after repudiation or other termination of the contract, including any dispute as to: (a) the meaning of the specifications, designs, drawings and instructions herein before mentioned, (b) the quality of the workmanship or materials, (c) any opinion, instruction, determination, certificate or valuation of the consultant, or (d) any other question, claim, right, matter or anything whatsoever in any way arising out of or relating to the contract, designs, drawings, specification, estimates, instructions, conditions, orders or the failure to execute the same, the dispute shall, in the first place, be referred in writing to the consultant who has jurisdiction over the works specified in the contract, with a copy to the other party. Such reference

	shall state that it is made pursuant to this clause. Not later than the forty-second day after the day on which he received such reference the consultant shall give written notice of his decision to the Owner and the bidder. Such decision shall state that it is made pursuant to this clause. Subject to other forms of settlement hereinafter provided, the consultant's decision in respect of every dispute or difference so referred shall be final and binding upon the bidder and the Owner. Unless the contract has already been repudiated or terminated, the bidder shall, in every case, continue to proceed with the works with all due diligence and the bidder and shall give effect forthwith to every such decision of the consultant until or unless the same shall be revised in an amicable settlement or as hereinafter provided.
85.2	<p>Remedy when the Consultant's Decision is not Accepted</p> <p>If the bidder is dissatisfied with any decision of the consultant, or if the consultant fails to give notice of his decision on or before the forty second day after the day on which he received the reference, then either the Owner or the bidder may, on or before the twenty eighth day after the day on which he received notice of such decision, or on or before the twenty eighth day after the day on which the said period of 42 days expired, as the case may be, give notice to the Owner, with a copy to the consultant, of his intention to pursue arbitration for settlement of the dispute. If the consultant has given notice of his decision as to a matter in dispute to the Owner and the bidder and no written notice to approach the law court has been given by either the Owner or the bidder on or before the twenty eighth day after the day on which the parties received notice as to such decision from the consultant, the said decision shall become final and binding upon the Owner and the bidder.</p>
86	Corruption
86.1	<p>Bribes</p> <p>If the bidder, or any of his sub bidders, agents or servants gives or offers to give to any person any bribe, gift, gratuity or commission as an inducement or reward for doing or forbearing to do any action in relation to the contract or any other contract with the Owner, or for showing or forbearing to show favour or disfavour to any person in relation to the contract or to any other contact with the Owner, then the Owner may enter upon the site and the works and expel the bidder and the provisions of hereof shall apply as if such entry and expulsion had been made pursuant to that clause.</p>
87	Accident Prevention
87.1	<p>Life-Saving Appliances and First-Aid Equipment</p> <p>The bidder shall provide and maintain upon the works sufficient, proper and efficient life saving appliances and first aid equipment to the approval of the consultant and in accordance with the requirements of ILO Convention 62. The appliances and equipment shall be available for use at all time.</p>
87.2	<p>Extract of Contract Labour (regulation and Abolition) Act 1970</p> <p>(a) The bidder shall, at all times during the continuance of the contract, comply fully with all existing Acts, regulations and byelaws including all statutory amendments and re-enactment of State or Central Government and other local</p>

	<p>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, Health and Sanitary Arrangement for Workmen, Insurance and other benefits and shall keep Owner indemnified in case any action is commenced by competent authorities for contravention by the bidder. If the Owner 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 bidder, the consultant shall have the right to deduct from any moneys due to the bidder, his amount of performance security or recover from the bidder personally any sum required or estimated to be required for making good the loss or damage suffered by the Owner, responsibility in connection with the employees of the bidder, who shall, in no case, be treated as the employees of the Owner at any point of time.</p>
87.3	<p>Fair Wages</p> <p>(b) The bidder shall pay the labourers engaged by him on the work not less than fair wage which expression shall mean, whether for time or piecework, the respective rates of wages fixed by the Public Works Department 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 Owner, whichever may be higher.</p> <p>(c) The bidder 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 / bidders in connection with the sand works as if the labourer had been directly employed by him.</p>
88	Wages Records
88.1	<p>(a) The bidder shall maintain records of wages and other remuneration paid to his employees in such form as may be convenient and as per the requirements of the Owner/Consultant 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:</p> <ul style="list-style-type: none"> (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; (vi) All deduction made from the wage with details in each case of the ground for which the deduction is made; (vii) Wage actually paid for each wage period. <p>(f) The bidder shall provide a wage Slip for each worker employed on the Works.</p> <p>(g) The wage records and wage Slips shall be preserved for a least 12 months after last entry;</p>

88.2	<p>Inspection of Wage Records</p> <p>(h) The bidder shall allow inspection of the aforesaid wage Records and wage slips to the consultant and to any of his workers or to his agent at a convenient time and place after due notice is received or to the Owner or any other person authorized by him on his behalf.</p> <p>(i) The Owner, the consultant 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 shall also have the Power to investigate into any complaint regarding any default made by the bidder or sub-bidder in regard to such provision.</p> <p>(j) The Owner shall have the right to deduct from the money's due to the bidder any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-payment of the aforesaid fair wage, except on account of any deductions that may be permissible under any law for the time being in force.</p> <p>(k) (i) A workman shall be entitled to be represented in any investigation or enquiry under this Clause by:</p> <p>(a) An officer of a registered Trade Union of which he is a member.</p> <p>(b) An officer of a federation of Trade Unions to which the Trade Union referred to in previous sub-clause is affiliated.</p> <p>(c) Where the worker is not a member of any registered Trade Union, by an officer of a registered Trade Union connected with or by any other workmen employed in the industry in which the worker is employed.</p> <p>(ii) The bidder or sub-bidder shall be entitled to be represented in any investigation or inquiry under this clause by an office of an Association of Owners of which he is member.</p> <p>(iii) No party shall be represented by a legal practitioner in any investigation or inquiry under this Clause, unless all parties agree otherwise.</p>
88.3	<p>Safety Provisions</p> <p>1) The bidder 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 bidder shall provide all necessary safety appliances, gears like goggles, helmets, masks, etc., to the workmen and the staff.</p> <p>(i) Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground, or from solid construction except for such short period work as can be done safely from ladders, When a ladder is used, an extra labour shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable foot-holds and hand-holds shall be provided on the ladder, which shall be given an inclination not steeper than 1/4 to (1/4) horizontal in 1 vertical).</p> <p>(ii) Scaffolding or staging more than 3.25 metres above the ground or floor, swing or suspended from an overhead support or erected with stationary support shall have guard rail properly attached bolted, braced and otherwise secured 1 metres</p>

<p>high above the floor or platform of such scaffolding or staging and extending along the entire length may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the support for structure.</p> <p>(iii) Working platform, gangways, and stairways shall be so constructed that they do not sag unduly or unequally and if a height of a platform or gangway or stairway is more 3.25 metres above ground level or floor level, it shall have closely spaced boards, have adequate width and be suitably provided with guard rails as described in (ii) above.</p> <p>(iv) Every opening in floor of a structure or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of one metre.</p> <p>(x) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following:</p> <p>(A) (i) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good adequate strength and free from patent defects and shall be kept in good working order and properly maintained.</p> <p>(ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from defects.</p> <p>(B) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 shall be in charge of any hoisting machine including scaffold or of signals to operator.</p> <p>(C) In case of every hoisting machine and of every chain hook, shackle swivel and pulley block used in hoisting, lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of a hoisting machine or a variable safe working load each safe working load and conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in the paragraph shall be loaded beyond safe working load except for the purpose of testing.</p> <p>(D) In case of the Owner's machine, safe working load shall be notified by the consultant or his representative. As regards bidder's machines, the bidder shall notify safe working load of each machine to consultant or his representative whenever he brings it to site of work and get it verified by him.</p> <p>(xii) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.</p> <p>(xiii) These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the works pot. Persons responsible for ensuring compliance with the safety code shall be named therein by the bidder.</p> <p>(xiv) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the bidder shall be open to inspection by the</p>
--

	<p>consultant or his representative and the Inspecting Officer as defined in the bidder's labour Regulation mentioned.</p> <p>(xv) Notwithstanding anything contained in conditions (i) to</p> <p>(xvi) Above, the bidder shall remain liable to comply with the provisions of all Acts, rules, regulations and byelaws for the time being in force in India and applicable in this matter.</p> <p>(e) The bidder shall be responsible for observance, by his sub / bidders, of the forgoing provisions.</p> <p>(f) For work carried out in the vicinity of any wharf or quay, the bidder shall a bidder by all the provisions of the Dock Workers (Safety, Health and Welfare) Scheme, 1961.</p>
88.4	<p>Local Labour</p> <p>(g) The bidder is encouraged as far as possible to employ, in the execution of the contract, qualified Indian citizens as workmen. Employment of expatriate personnel is subject to the Indian Laws and Regulations. In case the bidder wishes to employ expatriate personnel in any particular trade or skill required executing the contract, the Owner will assist the bidder in obtaining permission for which the bidder shall submit requisite data.</p>

SECTION- VIII

QUALIFICATION INFORMATION FORMS

Contents

Form Number	Particulars
1	Letter of Bid
2	General Information
3	Turnover of last three years from interior work activities only
4	Summary of similar projects completed in last 05 years
5	Summary of Current Contract Commitments/Works in Progress
6	Details of key personnel
7	Affidavit on stamp paper stating that Bidder has provided true information
8	Anti Black listing Information
9	Availability of Equipments
	Bank Solvency Certificate

Form No :1**Letter of Bid
(On the letterhead of the bidder)****Dated:**

To,
The Executive Director,
The Gem & Jewellery Export Promotion Council

Sub. : Tender for the work of Designing & Execution of interior work of Common Facility Centre
at 04 Locations - Visnagar, Amreli, Ahmedabad & Palanpur in State of Gujarat on turn key
basis

Dear Sir,

With respect to above mentioned subject, we are pleased to submit the bid. This offer is subject to all terms and conditions contained in the tender document. We have not made any changes either directly or indirectly in terms and conditions of the Tender. In additions to terms and conditions of this tender, we are not given any written or oral promise from the Employer.

The EMD details are as follows:

Amount: _____ DD No. _____ Dated: _____

Payable at Surat on Bank: _____

The Tender Fee Draft/Cash Payment details are as follows:

Amount: _____ DD. No./R.NO. _____ Dated: _____

Payable at Surat on Bank: _____

We are pleased to submit the following towards the same.

- 1) Technical Bid (comprising EMD, Section I to X and annexures dully filled and signed)
- 2) Commercial bid.(Comprising design layout with BoQ)

We are fully aware that the client has a right to accept any tender or reject any/ all tenders without giving any reason and upon rejection of tender/ tenders we shall not be entitled to any right with related to the Client.

We have thoroughly read and understand all the terms and conditions of this tender and promise to observe all the terms and conditions of this tender. We have signed and sealed each and every page of this tender document.

(Signature and stamp of the Bidder with date)

Form No: 2**General Information**

All Bidders are required to furnish the information in this format.

01	Name of the Applicant and address of the Registered office	
02	Date and Year & Place of incorporation(Enclose documentary evidence)	
03	Type of the Bidder/ Organisation (Whether sole proprietorship, Partnership, Private Ltd. Or Company etc.	
04	Name of the Proprietor/Partners/Directors of Applicant with address and phone Numbers.	
	a) b)	
05	Details of registration – Whether Partnership firm, Company, etc. Name of Registering Authority, Date and Registration number.	
06	Whether registered with Government/Semi-Government/Municipal Authorities or any other Public Organisation and if so, in which class and since when?	
07	No. of years of experience in the relevant field.	
08	Address of office through which the proposed work will be handled and the name & designation of the officer in charge.	
09	Adequate and satisfactory evidence to indicate financial capacity of the Applicant to undertake the said works with names of Bankers and their full addresses. (Solvency certificate from a bank.)	
10	Yearly turnover of the Organisation during last 3 years. (year wise)	
	(Enclose copy of audited Balance Sheet & I.T. return of last 3 Years)	
11	Number of supplementary sheets attached	
12	Performance Certificates from previous clients .	
13	Name of the Bankers	
14	Authorised Signatories with name and signature:	
15	Pan Card No.	
	Permanent A/c No & Name of the bank	
	Service Tax , PF & ESIC registration No.	
	. Professional Tax registration No.	
	(Encl Documentary evidence)	
16	Whether any Civil Suit/litigation / Arbitration arisen in the contracts executed during the last 5 years/being executed now. If yes, please furnish the details.	
17	Please provide details of HVAC/Electrical/Structural /MEP as In-House/Consultants/Associates	
18	Details of Branch office (if any) in Gujarat	
19	Main Line of Business: 1.----- Since----- 2.----- Since-----	

All Bidders are required to furnish the documents such as MOA, AOA, Partnership Deed, Service Tax, ESIC registration, Factory and Shop & Establishment registration etc..as may be applicable.

(Signature and stamp of the Authorised signatory of Bidder with date)

Form No: 3 : Turnover, Profit and Net worth of last three years from Designing & Interior contractual activities only duly audited.

Name of Bidder:

A Annual Turnover

All Bidders individually must complete the information in this form. The information supplied shall be the annual turnover of the Bidder from Interior Contractual work only in term of the amounts billed to clients for each year for work in progress or completed.

Annual turnover (Interior Contractual Work only) for the following years	
Year	Turnover (in Rs.)
2012-13	
2013-14	
2014-15	
2015-16 (Projected)	
Average of last three years	

(Such turnover certificate as certified by Statutory Auditor/ Registered Chartered Accountant shall have to be provided)

B Profit and Net worth

Year	Profit (in Rs.)	Net worth (in Rs.)*
2012-13		
2013-14		
2014-15		
2015-16 (Projected)		

Networth* : = Equity Capital + Reserve and Surplus - Revaluation Reserve - Accumulated losses - Intangible assets

(Above statement /certificate as certified by Statutory Auditor/ Registered Chartered Accountant shall have to be provided)

Seal and Signature of Statutory Auditor / Registered Chartered Accountant with Registration Number:

(Also provide copied of audited financial statements for last three years)

Seal and Signature of Statutory Auditor / Registered Chartered Accountant with Registration Number:

Form No: 4 : Summary of Similar nature of projects completed in last Five years.

Bidders shall provide information on such similar nature of projects executed during last seven years in the form of a table as given below:

Name of Bidder:

Name of Employer	Name of contract location and nature of their work	Name of consulting Engineer or agency responsible for supervision	Contract amount in Indian Rupees & date of contract	Percentage of participation of company in the project if project is completed as Lead member of Joint venture	Value of work completed and certified in Indian Rupees	Actual date of start of work	Actual date of work completion	Evidence provided from client
1	2	3	4	5	6	7	8	9

Bidder shall provide evidences in terms of Work Orders AND project completion certificates from client for all mentioned projects from clients.

Form No: 5 : Summary of Current Contract Commitments/ Works in Progress**Name of Bidder**

Bidders must provide information on its current commitments on all similar civil contracts that have been awarded or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified full completion certificate has yet to be issued.

Name of Employer	Name of the contract location and nature of their work*	Name of consulting Engineer or agency responsible for supervision	Contract amount in Indian Rupees & date of contract	Percentage of participation of company in the project if project is completed as Lead member of Joint venture	Value of work completed and certified in Indian Rupees	Value of outstanding work (in Indian Rupees)	Actual date of start	Estimated completion date
1	2	3	4	5	6	7	8	9

Bidder shall provide evidences in terms of Work Orders, Letter of Acceptance, etc. for all such projects mentioned in the table. If the work has to be carried out under Joint Venture, the share of each Joint Venture partner has to be indicated.

Form No: 6**Details of Project Manager and Key Personnel**

The Bidder shall provide the details and information of availability of key personnel in table provided below.

Sr. No.	Name of the Employee	Designation	Qualifications	Total Experience	Expertise/ Skill set
1.					
2.					
3.					
4.					
5.					
6.					
7.					

Bidder is also required to provide the CVs along with qualification certificates of all personnel as mentioned in the table above in the following format:

Sr. No.	Particulars	
1	Name	
2	Qualification	
3	Project details on which personnel has working experience	Name of the Project: Details of the Project: Tenure for which the personnel worked on that Project:
4	Any other important information	
5	Signature of the personnel	

Form No: 7 : Affidavit on Rs. 100 non Judicial Stamp Paper (To be provided by Bidder)

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information/documents.

Dated this ____ day of _____ 2016

Signature
(Company Seal)

To be signed by:

Authorised Signatory with name and designation

Form No: 8**Anti-Blacklisting Certificate**

(On a Stamp Paper of relevant value)

(To be provided by Bidder)

I M/s. _____ (Name of the Bidder along with name and address of registered office) hereby certify and confirm that we or any of our promoter/ s/ director/s are not barred by Government of Gujarat (GoG)/ any other entity of GoG or blacklisted by any state government or central government/ department/ agency/local self Government/ in India from participating in Project/s, either individually or as member of a Consortium as on

_____ (Bid Submission Date).

We further confirm that we are aware that our Bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this Tender at any stage of the Bidding Process or thereafter during the agreement period. Dated this ____ day of _____ 2016

To be signed by:

Authorised Signatory with name & designation

Name of the Bidder

Form No.09 : Details of Machinery/Equipment/Printers/Workshop

a) Details of Machinery/Equipment/Printers

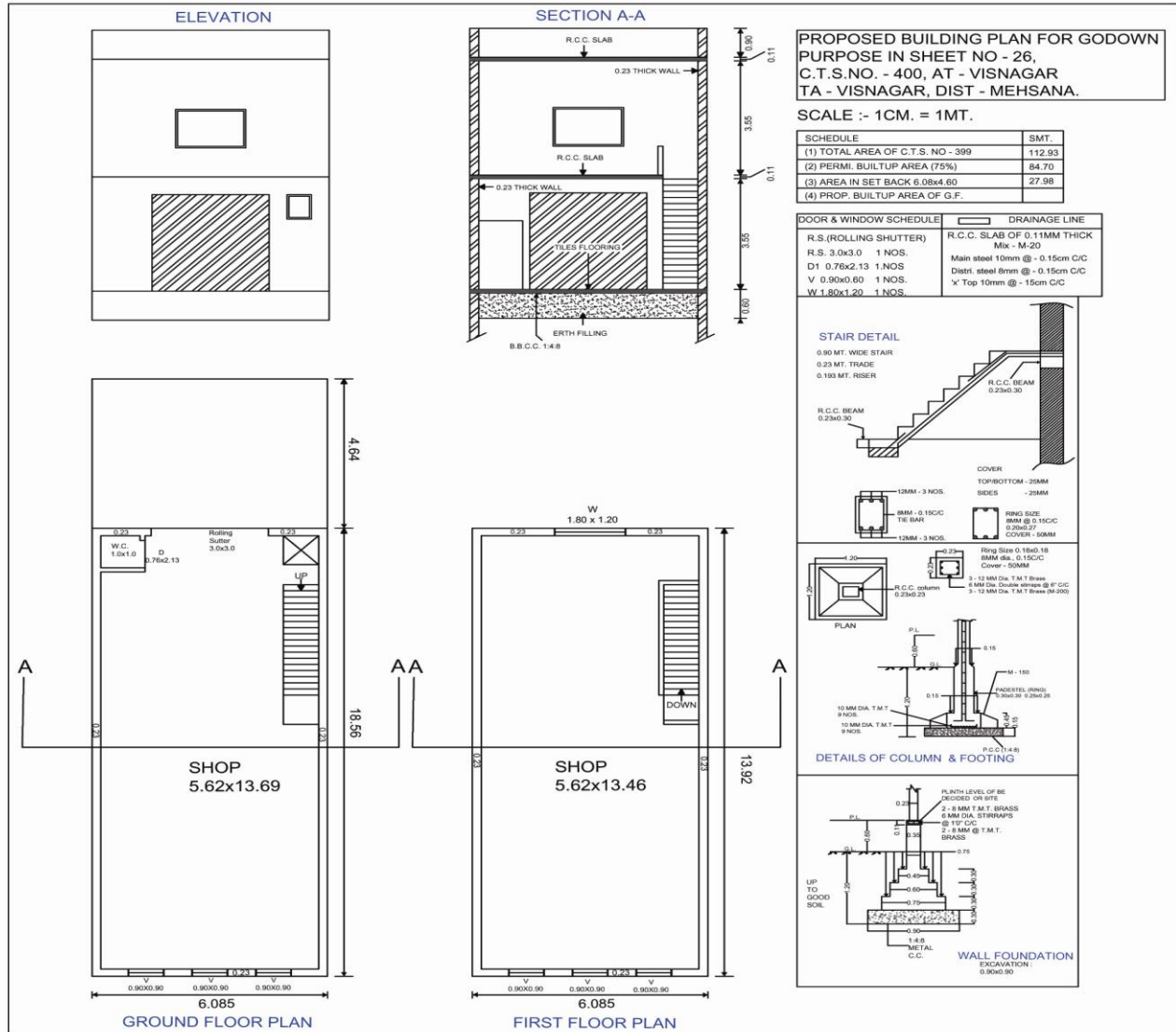
Sr. No.	Description of Machinery / Equipment/Printers/Software	Nos	Age in Years

b) Details of the workshop(If any)

BANK Solvency Certificate to be attached by the bidder

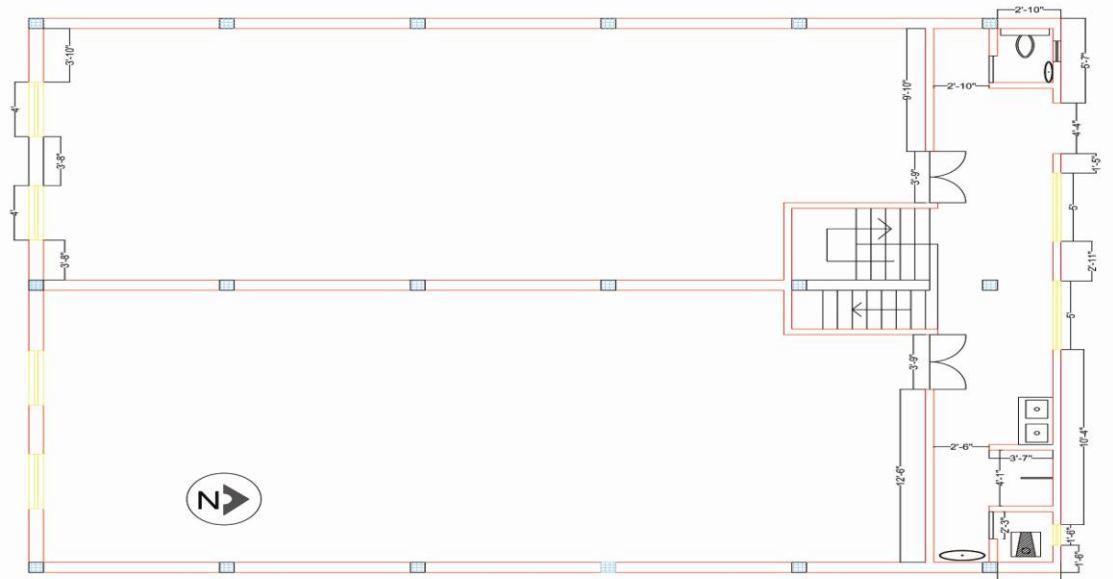
SECTION:IX

FLOOR PLAN OF THE CFC-VISNAGAR



FLOOR PLAN OF THE CFC-VISNAGAR

C.T.S.
NO. 399





SECTION:X**Requirement of the CFC -VISNAGAR& Technical process details**

Details of the department wise requirement as general with approx.sq.ft. area is mentioned hereunder for designing work & to carry out a estimate.

Sr. No.	Name of Dept.	Approx. sq.ft.	Planned Activity	Expected requirement
01	Rough Planning	400 Sq.ft	Rough Diamond wouldbe planned on the Diamond Planner.	Machinery: Rough Diamond Planner-02, Computers, Weighing balance, Day light lamp, Label printers, Furnitures(Partition, table, Chair, Cabinet etc. Cabling for Access Control, CCTV, Intercom, Smoke Detector, Fire extinguisher, Hooter, response indicator, Air Conditioner, Lighting fixtures, machinery, carpet(if required),
02	Laser Processing	400 Sq.ft	Rough Diamond would be process by using 4P laser machine.	Machinery: Laser machine-4P,Computers,Laser sawing machine, Weighing balance, Day light lamp, Label printers, Oven, fixing station(Stitching machine) Furniture (Partition, table, Chair, Cabinet etc. Cabling for Access Control, CCTV, Intercom, Smoke Detector, Fire extinguisher, Hooter, response indicator, Air Conditioner, Lighting fixtures,machinery, carpet(if required),
03	Class Room	400 Sq.ft	Meeting/Class room teaching.	Machinery: Projector, Screen, Laptop/Computers, Interactive BoardFurniture (Conference table,Chair, carpet , Cabinet etc. Cabling for Access Control, CCTV, Intercom, Smoke Detector, Fire extinguisher, Hooter, response indicator, Air Conditioner, Lighting fixtures, machinery
04	Reception	200 Sq.ft	Sitting area for Client	Furniture&Fixtures , Cabinet etc. Cabling for Access Control, CCTV, Intercom, Smoke Detector, Fire

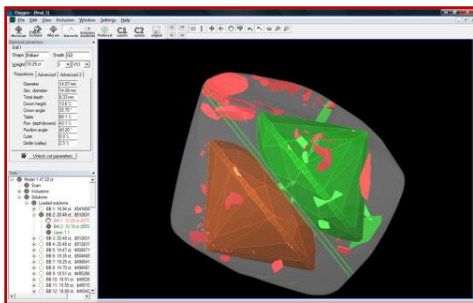
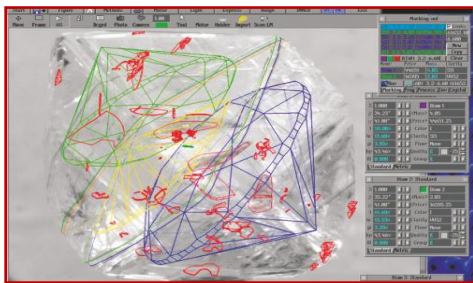
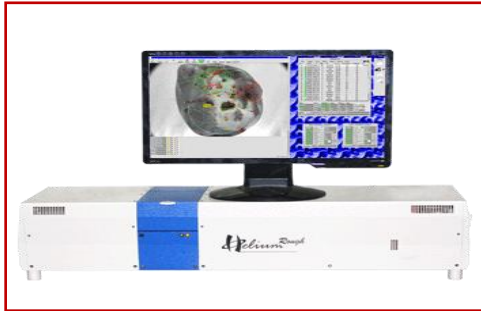
				extinguisher, Hooter, response indicator, Air Conditioner, Lighting fixtures, LCD TV
05	Receipt & Delivery	200 Sq.ft	Receipt & Delivery of Diamonds	Weighing balance, Computers, Printers, Furniture, Ceiling work, Carpet, Electrical cabling for Access Control, CCTV, Intercom, Smoke Detector, Fire extinguisher, Hooter, response indicator, Air Conditioner, Lighting fixtures
06	Project In-Charge cabin	200 Sq. ft	Head of the Centre sitting place to deal with client/meeting with staff etc.	Furniture, Fixtures, Cabinet, Storage space, Table, Chairs, Sofa, LCD TV, Ceiling work, Carpet, Electrical cabling for Access Control, CCTV, Intercom, Smoke Detector, Fire extinguisher, Hooter, response indicator, Air Conditioner, Lighting fixtures
07	Strong Room	100 Sq.ft	Valuable to be stored over night	Vaults, Safe, CCTV, access Control, Strong room door, Electrical cabling for Access Control, CCTV, Intercom, Smoke Detector, Fire extinguisher, Hooter, response indicator, Air Conditioner, Lighting fixtures
08	Store Room	100 Sq.ft.	Storage of miscellaneous items	Racks, etc. Electrical cabling for Access Control, CCTV, Intercom, Smoke Detector, Fire extinguisher, Hooter, response indicator, Air Conditioner, Lighting fixtures etc.

Apart from this, Pantry, utility services, server room etc. should be considered at design stage.

Details of the technical process to be undertaken at department mentioned above

Brief description of the technical processes undertaken at proposed CFC

Rough Diamond Analyzer



Rough Diamond Planning is the heart of the diamond manufacturing process and the use of high end latest technology assists in bringing out the best yield from the diamond rough.

There are many types of rough planners available in the market but the focus of all is on maximum yield for smaller size of rough diamonds by weight base planning.

For bigger size of the rough diamonds, weight & value base planning of rough diamonds is very important.

The planner software's provide most accurate advanced rough mapping and. Planning is done to optimizing rough with weight analysis and sawing plans and constructing its 3D - Model.

The diamond as planned would be analyzed by the software .Interchangeable lenses along with cutting edge laser scanners are used to map the surface of the diamond perfectly.

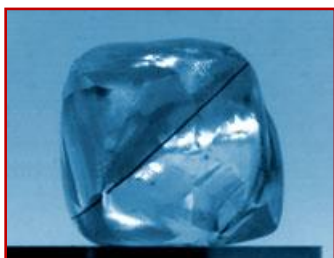
Once the planning of the rough diamond is done it can be marked with Laser Marking as per the plans for further process

Rough Diamond Marking



Laser marking provides the link between the diamond planning stage and the diamond manufacturing process by marking sawing lines; table marking, culet, Culet marking and girdle reference lines; and shape models for bruting.

The marked lines are vivid black and easy to see, to enable simple sawing or polishing. It is extremely accurate, eliminating all human and machine error.



Laser parameters are controllable. This enables optimization of laser performance as a function of stone types and type of marking required (saw plane, girdle lines, etc..). The marking by the lasers also ensures that the output from the diamond rough would be according to and as per the planning done through the software's. & increase the productivity in compare to manual planning & also help to increase the yield.

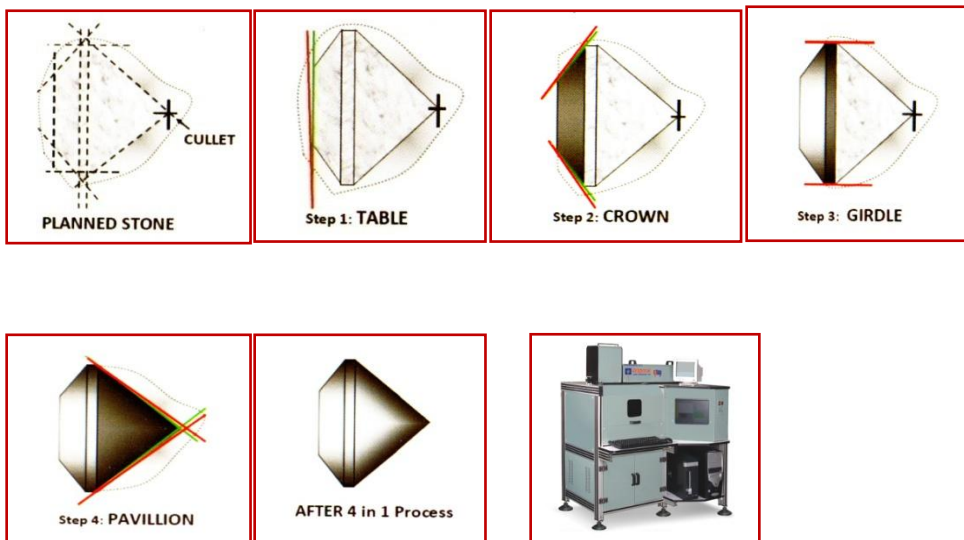
Laser Diamond Multi Processing System

Penetration of Laser Technology in the Diamond manufacturing sector has gradually impacted at all levels of the manufacturing. 4th Generation Laser processing machine with in-built software for laser beam stability and robotic CNC control features is the latest in the chain.

These are the new generation robots for diamond processing, which help redefine laser operations in the Diamond industry. With the ability to produce almost 80% of the job, this **4 Process Machine (Bruting, Table Cutting, Crown cutting, Girdle and Pavilion cutting)** is a must for all the diamond factories around the world.

The Process involves:

- **Stitching:** Diamond with the laser marking done according to the planning are stitched on the Dies as per diamond size with help of Stitching Glue.
- The diamond is revolved round on the revolving part of stitching centre to make level of diamond with camera.
- And then put them in oven for their proper **baking**.
- Once the baking is complete the process **of laser sawing in sequence of Table, Crown , Girdle and pavilion is conducted**.(as per figures below)



The 4-P process can be done on Round & all fancy shapes possible along with Smooth cutting surface, Better precision of diameter and shapes & also provides higher productivity as compared to manual processing of diamonds.



TENDER DOCUMENT

PART : III

(FINANCIAL BID) Volume – II

DESIGNING & EXECUTION OF INTERIOR WORKS OF THE
COMMON FACILITY CENTRE (CFC) ON TURN KEY BASIS AT
04 LOCATIONS IN GUJARAT

Tender No.:GJEPC/CFC PROJECT/APRIL:2016-2017/001

CLIENT/NODAL AGENCY : THE GEM & JEWELLERY EXPORT PROMOTION COUNCIL

Head Office

Tower No. AW 1010, G-Block, Bharat
Diamond Bourse, Opp. Nabard,
Bandra-Kurla Complex, Bandra - East,
Mumbai – 400051
Ph. : 022 - 26544000 Fax : 022 -
26524764
E_Mail : ho@gjepcindia.com

Regional Office - Gujarat

401-A, 4th Floor,
International Commerce Centre (ICC)
Near Kadiwala School, Ring Road,
Surat - 395002
Ph. : 0261 -2209000 Fax : 0261 -
2209040
E_Mail : surat@gjepcindia.com

PROJECT MANAGEMENT CONSULTANT

Indian Diamond Institute
GIDC Katargam, Sumul Dairy Road, Surat - 395008
Ph. : 0261 - 2407847 / 48 Fax : 0261 - 2407849
E_mail : info@diamondinstitute.net

PART:III
(FINANCIAL BID) Volume - II

FINANCIAL BID

Tender No.GJEPC/CFC PORJECT/APRIL-2016-2017 at 04 locations in Gujarat on turn key basis

Sr. No.	Part - III (Financial Bid)-Volume-II	PART	Page No.
01	Proposed Design of CFC-Visnagar	A	04
02	Format to fill up Interior Designing & Execution fees	B	05
03	Format for Estimated Bill of Quantities for Interiors, Electricals , Other Low Voltage & Miscellaneous items	C	06-11
04	Approved List Of Materials And Suppliers		12-15
05	Summary of the estimated project cost :- CFC-VISNAGAR- As per estimated BOQ attached in line with the proposed Design of CFC at Visnagar	D	16

Part-A: Proposed Design of CFC-Visnagar as per floor Plan provided.(Proposed design to be attached by Bidder.)

PART-B:Format to fill up Interior Designing & Execution fees

SrNo.	Particulars	Charges in(Rs.) words & Figure
01	Interior Designing & Execution fees on turnkey basis for 04 locations of CFC in Gujarat inclusive of applicable taxes	

BIDDER'S SEAL AND SIGNATURE

PART:C Estimated Bill of Quantities for Interiors, Electricals , Other Low Voltage & Miscellaneous items.(To be filled in by Bidder in the Format given below as per design proposed by Bidder.)

	Sr. No.	Description of the activities to be carried out	Estimated Quantity with unit of measurement	Rate per unit of measurement/Quantity	Total Amount(Rs.)
PART-A	01	Carpentary works			
		(a) Custom made Furniture			
		(b) Ready made furniture			
	Sr. No.	Description of the activities to be carried out	Estimated Quantity with unit of measurement	Rate per unit of measurement/Quantity	Total Amount(Rs.)
	02	Electrification & Lighting work			
	Sr.No.	Description of the activities to be carried out	Estimated Quantity with unit of measurement	Rate per unit of measurement/Quantity	Total Amount(Rs.)
	03	Ceiling works			
	Sr.No.	Description of the activities to be carried out	Estimated Quantity with unit of measurement	Rate per unit of measurement/Quantity	Total Amount(Rs.)
	04	Painting & Polishing works			

Sr.No.	Description of the activities to be carried out	Estimated Quantity with unit of measurement	Rate per unit of measurement/Quantity	Total Amount(Rs.)	
05	Carpeting work				
Sr.No.	Description of the activities to be carried out	Estimated Quantity with unit of measurement	Rate per unit of measurement/Quantity	Total Amount(Rs.)	
06	Strong room door & its civil work				
Sr.No.	Description of the activities to be carried out	Estimated Quantity with unit of measurement	Rate per unit of measurement/Quantity	Total Amount(Rs.)	
07	Miscellaneous work:(if any)				
	(a) Plumbing				
Sr.No.	Description of the activities to be carried out	Estimated Quantity with unit of measurement	Rate per unit of measurement/Quantity	Total Amount(Rs.)	
	(b) Strong room				
Sr.No.	Description of the activities to be carried out	Estimated Quantity with unit of measurement	Rate per unit of measurement/Quantity	Total Amount(Rs.)	
	(c) Tiles & tiles fitting				
Sr.No.	Description of the activities to be carried out	Estimated Quantity with unit of measurement	Rate per unit of measurement/Quantity	Total Amount(Rs.)	

	(d) Masonary			
Sr.No.	Description of the activities to be carried out	Estimated Quantity with unit of measurement	Rate per unit of measurement/Quantity	Total Amount(Rs.)
	(e) Signages			
Sr.No.	Description of the activities to be carried out	Estimated Quantity with unit of measurement	Rate per unit of measurement/Quantity	Total Amount(Rs.)
	(f) Metal fabrication work(if any)			
Sr.No.	Description of the activities to be carried out	Estimated Quantity with unit of measurement	Rate per unit of measurement/Quantity	Total Amount(Rs.)
	(g) any others(please provide details)			

BIDDER'S SEAL AND SIGNATURE

CCTV System:

Scope: Providing, installing ,Testing & Commissioning of CCTV camera system(IP based) -Day Night vision camera of standard make with DVR-back up of 1month, access through Software at different location. Back up of data simultaneously at different locations is preferable.

Sr. No.	Item	Make & Type &Qty	Rate per unit of measurement/ Quantity	Total Amount(R s.)
01	CCTV camera-IP base			
02	DVR Units for CCTV-IP base-One month recording			
03	Centralised Power Supply for cameras			
04	CCTV System wiring details			
05	Centralised TV Monitor			
06	Outdoor camera Housing			
07	Any Other Extra items			

Please also provide the warranty period of the product & AMC charges after completion of the warranty period.

Fire Detection System:

Scope: Providing, installing, Testing& Commissioning of Fire Detection System of standard make as per proposed design of site requirement.

Sr. No.	Item	Make & Type &Qty	Rate per unit of measurement/Quantity	Total Amount (Rs.)
01	Zone Fire System			
02	Addressable Type smoke Detector			
03	Addressable Type heat Detector			
04	Response Indicator			
05	Battery backup with Power supply			
06	Addressable Type Siren			
07	Manual Call Point			
08	Wiring details			
09	Fire Extinguisher			
10	Any other Extra Items			

Please also provide the warranty period of the product & AMC charges after completion of the warranty period.

BIDDER'S SEAL AND SIGNATURE

Air Conditioning work:

Scope: Providing, installing, Testing& Commissioning of air Conditioner of standard make as per proposed design of site requirement.

Sr. No.	Item	Make & Type &Qty	Rate per unit of measurement/Quantity	Total Amount (Rs.)
01	Indoor Units(Wall Mounted type/Ceiling mounted			
02	Out Door Unit			
03	Central remote Control			
04	Cordless/Corded remote control			
05	Refrigerant Piping			
06	Control cabling			
07	Drain piping details			
08	Out door unit stands			
09	Any other Extra Items			

Please also provide the warranty period of the product & AMC charges after completion of the warranty period.

Access Control System:

Scope: Providing, installing, Testing& Commissioning of access control system of standard make as per proposed design of site requirement.

Sr. No.	Item	Make & Type &Qty	Rate per unit of measurement/Quantity	Total Amount (Rs.)
01	Access Control system with software			
02	Reader with power Supply			
03	Electromagnetic lock			
04	Wiring details			
05	RF card			
06	Battery Back up unit			
07	Any other Extra Items			

Please also provide the warranty period of the product & AMC charges after completion of the warranty period.

BIDDER'S SEAL AND SIGNATURE

Ceiling work:

Scope: Providing, fixing of Ceiling as per proposed design of site requirement.

Sr. No.	Item	Make & Type &Qty	Rate per unit of measurement/Quantity	Total Amount (Rs.)
01	Indian Gypsum sheet False ceiling			
02	Openable type ceiling			
03	Grid			
04	Grid Fixing			
05	Any other Extra Items			

Carpet work:

Scope: Providing, fixing of Carpet as per proposed design of site requirement.

Sr. No.	Item	Make & Type &Qty	Rate per unit of measurement/Quantity	Total Amount(Rs.)
01	Carpet			
02	Fixing of carpet			
03	Any other Items			

Vaults

Scope: Providing, installing, &commissioning of Strong room Door, Safe, & Lockers of standard make as per proposed design of site requirement.

Sr. No.	Item	Make & Type &Qty	Rate per unit of measurement/Quantity	Total Amount(Rs.)
01	Strong room Door			
02	Safe			
03	Small Safe			
04	Lockers			
05	Any other items			

Please attach the specification/catalogue where ever deemed proper.

BIDDER'S SEAL AND SIGNATURE

APPROVED LIST OF MATERIALS AND SUPPLIERS

All materials to be used in the work shall conform to technical specifications, relevant Indian Standard Specifications and wherever available ISI marked materials will be used. All material procured shall be subjected to relevant tests specified in B.I.S. at the frequency specified therein from any Government recognized laboratory. The list given below is only indicative and not restricted to brand mentioned. Other equivalent brand may be approved at the discretion of the Consultant-in-charge after verifying the quality thereof. The bidders may suggest additional brand names if desired. The same may be approved by CIDCO provided the bidder convinces CIDCO regarding credential of the supplier. The final selection will have to be done with the approval of Consultant-in-charge.

<u>MAKE / MANUFACTURER / BRAND OF MATERIALS</u>	
ITEM	APPROVED MAKE/MANUFACTURER
CEMENT	ULTRATECH, AMBUJA, ACC
WHITE CEMENT	BIRLA, JK,
TMT BARS	TATA, SAIL, VIZAG, HYTUF
SECTIONS-BEAMS, TEE,	TATA, SAIL,BALBIR ROLLING MILLS
CHANNELS, FLATS, ANGLES, BARS	TATA, SAIL,BALBIR ROLLING MILLS
HARDWARE	YALE, HETTICH, HAFELE, BLUM, MAGNUM
GLASS	SAINT GOBAIN, ASAHI, GLAVERBEL
POLISHED KOTAH STONE SLAB	APPROVED SOURCE (UNIFORM COLOUR)
CERAMIC TILES	KAJARIA , BELL,JHONSON, SOMANY
VITRIFIED TILES	BELL, JOHNSON, RAK, ASIAN
SILICON BASED FILLERS	GE SILICONE, DOW CORNING, VEKER
PAINTS& POLISH	ICI, JONSON - NECHOLSON, ASIAN, BERGER, MRF
ADHESIVES	FEVICOL, KITCOL, ARALDITE, BAL.
POLY CARBONATE SHEETS	G E, TUFLITE, LEXAN
CHAIRS AND SEATING SYSTEMS	GODREJ, MERRYFAIR, FEDORA, HoF

BIDDER'S SEAL AND SIGNATURE

LIST OF APPROVED MAKE / MANUFACTURER FOR ALUMINIUM GLAZING ITEMS:

GLASS	SAINT GOBAIN,ASAHI, GLAVERBELL
HYDRAULIC DOOR CLOSER	DORMA, DLINE,
HYDRAULIC FLOOR SPRING	DORMA, DLINE,

Notes:

1. The consultant reserves the right to select the manufacturer's or approved make from the above list & also to make changes (add or delete names of other makes) in this list during the execution of the contract.
2. Switch box, outlet box, junction box, samples should be taken approval of from consultant.
3. No make is being approved for following items. Drawings / samples to be taken approval of from consultant by the bidder for:
 - i. Hylam / Acrylic / Perplex plate for switch box.
 - ii. Distribution board
 - iii. Buzzers & Bells
 - iv. Emergency lights
 - v. G.I. wires & strips
 - vi. Conduit pipe accessories
 - vii. PVC insulating tapes
 - viii. All type of hardware
4. Bidder should quote rates of various items considering supply / use of FIRST PREFERENCE MAKE OF MATERIAL SELECTED by him. Second preference make material would be accepted by consultant if they are satisfied that FIRST preference make material cannot be supplied/used by bidder due to any specific reasons. However the final decision for accepting second preference make or accepting only FIRST preference makes would be that of the consultant.

NOTE: ALL THE MATERIALS / MAKES LISTED ABOVE AND OTHER THAN AS SPECIFIED ABOVE SHALL BE USED AFTER OBTAINING PRIOR APPROVAL FROM THE ARCHITECT / CONSULTANT-IN-CHARGE.

Make & Details of the items considered in estimated Bill of Quantities.

NO.	ITEM	Make
1	Paint:(Lapi, Primer &Colour)	
2	Wood Preservative:	
3	Plywood:(water proof)	
4	Laminate/Vinear	
5	Screws:	
6	Adhesive:	
7	Locks:	
8	Night Latch:	
9	Aluminum Door Frame:	
10	Glass :(where partition only toughned)	
11	Aluminum Cladding:	
12	Keyboard Drawer:	
13	Telescopic CPU stand:	
14	Telescopic channels	
15	Cable Organiser (Wire Manager):	
16	Vitrified Tiles:	
17	PVC TILES/Carpet	
18	Hinges	
19	Handles etc hardware	
20	Door Closer & its type	
21	Wood/Ply adhesive	
22	Readymade Chair	
23	Readymade Table/Conference table/Lockers	
24	Curtain Type	
25	Glass work: Etching/Film	
26	Aluminium section window : Anodized/powder coated with make of aluminium& its specification.	
27	Miscellaneous masonry work	
28	Cement, Steel,Brick etc.	
29	Ready made partition	
30	In case of Veneer: Type of Polish	
31	Urinals	
32	Wash basin	
33	Plumbing fitting	
34	Wood	
35	Any other items	

BIDDER'S SEAL AND SIGNATURE

Electrification

Scope: Providing, installing ,& Commissioning electrical items, electrical cabling etc. as per proposed design in line with the site requirement.

Sr.No.	Name of item	Make & Type
01	L.T.Switchgear/MCCB/MCB/ELCb/Distribution board	
02	Change Over Switch	
03	Voltage Transformer	
04	Current Transformer	
05	Indicating Instrument	
06	Terminals	
07	LT Cables(Powers& Control)	
08	PVC Insulated Copper wires	
09	Cable Gland Single/Double Compression	
10	PVC Rigid Conduits	
11	Switches/Socket/Plugs & accessories	
12	Light, Fitting, Fluorescent/CFL/GLS-Internal/External	
13	Exhaust Fan	
14	Relays	
15	Ceiling Fan/Wall Mount Fan	
16	Bi-Metallic Crimping Type Lug	
17	HT cables	
18	HT/termination Kit	
19	Capacitors	
20	Cable Management System	
21	Any other items	
22	Wiring Details for	
	-CCTV System	
	- Fire detection System	
	- Access Control System	
	-EPABX System	
	- On Line UPS system	
	-Any other	
23	Any other items	
24	Earthing system details-Out door/Indoor	

BIDDER'S SEAL AND SIGNATURE

PART:D Summary of the project cost as per estimated Bill of quantities in line with the proposed design :-CFC VISNAGAR

FORMAT :Summary of the estimated project cost :-CFC-VISNAGAR- As per estimated BOQ attached in line with the proposed Design of CFC at Visnagar

	Sr. No.	Description	Amount(In Figure)	Amount (in Words)
PART-A	01	Carpentary works		
		(a) Custom made Furniture		
		(b) Ready made furniture		
	02	Electrification & Lighting work		
	03	Ceiling works		
	04	Painting & Polishing works		
	05	Carpeting work		
	06	Strong room door & its civil work		
	07	Miscellaneous work:(if any)		
		(a) Plumbing		
		(b) Strong room		
		(c) Tiles & tiles fitting		
		(d) Masonary		
		(e) Signages		
		(f) Metal fabrication work(if any)		
		(g) any others(please provide details)		
PART-B	08	Air-conditioning work		
PART-C	09	Vaults/Fire Fighting equipment/Security System-Low Voltage System		
		(a) CCTV camera & Its recording		
		(b) Access Control & Its cabling		
		(c) Fire Detection system & Its cabling		
	10	Insurance-(Goods on site)-if any		
		Total estimates of the project-CFC-Visnagar(A+B+C)		

BIDDER'S SEAL AND SIGNATURE