TENDER DOCUMENTS
FOR
PROVIDING INTERIOR WORKS FOR GJEPC'S EDUCATIONAL INSTITUTE (IIGJ DELHI) PREMISES AT BLOCK F, 1-7, GROUND FLOOR, FLATTED FACTORIES COMPLEX JHANDEWALAN, NEW DELHI

GJEPC

THE GEM & JEWELLERY EXPORT PROMOTION COUNCIL (GJEPC)
Regional Office: F-17-18, Flatted Factories Complex,
Jhandewalan, New Delhi-110055 (India)
Tel:91-11-46266920 to 46266926 Fax: 91-11-23675274
Email: delhi@gjepcindia.com ; Website: www.gjepc.org

THE GEM & JEWELLERY EXPORT PROMOTION COUNCIL (GJEPC)
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Ref: GJEPC/IIGJD/INTERIOR/ 15-16 **Dated: December 15, 2015**

M/s. ----------

Sub: **Providing Interior works for GJEPC's Educational Institute (IIGJ Delhi)**

Dear Sir,

Tender documents in respect of the above mentioned works containing 30 pages as detailed on page 3 (Index) are forwarded herewith. Please note that completed tender is to be delivered in the office of the Asstt. Director, GJEPC, Block F, 17-18, Flatted Factories Complex, Jhandewalan, New Delhi-110055 upto 2.00 P.M. on 6th January, 2016.

The Tender should be signed, dated and witnessed in all places provided for in the documents, all other papers should be initialed.

The tender should be accompanied by Earnest Money Deposit in the requisite form as mentioned in Appendix. Tenders without earnest money deposit shall be summarily rejected. The Technical bids of all the parties will be opened **at 4.30 P.M. on 6.1.2016** and the price bids of the technically successful tenderers shall be opened on same day **at 5.00 P.M.**

The person, signing the tender on behalf of another person or on behalf of firm shall attach with tender a certified copy of the power of attorney on a non-judicial stamp paper of requisite value duly executed in his favour by such person or all the partners of the firm and must state specifically that he has authority to sign such tenders for and on behalf of other person or firm as the case may be, and in all matters pertaining to the contract including arbitration clause.

This letter shall form part of the "CONTRACT" and must be signed and returned along with the tender documents.

Yours faithfully

Encl. 30 Pages

ASSTT. DIRECTOR
GJEPC DELHI

Signature of the Contractor

तरुण राय/TARUN RAY
सहायक निदेशक/Asstt. Director
रत्न तथा आभुषण निर्यात संवर्धन परिषद
The Gem & Jewellery Export Promotion Council
एफ 17–18, फलैटैड फैक्टरी काम्पलेक्स, झण्डेवालान
F 17-18, Flatted Factory Complex, Jhandewalan
नई दिल्ली–110055/New Delhi-110055

TENDER NOTICE FOR PROVIDING INTERIOR WORKS FOR GJEPC'S EDUCATIONAL INSTITUTE (IIGJ DELHI) PREMISES AT BLOCK F, 1-7, GROUND FLOOR, FLATTED FACTORIES COMPLEX, JHANDEWALAN, NEW DELHI

Ref: GJEPC/IIGJD/INTERIOR/2015-16 **Dated: 15.12.2015**

Sealed item rates /tender is hereby invited from the parties for carrying out the work as mentioned below:

S. No.	Name of the work	Estimated cost Rs. (Lacs)	EMD (Rs)	Completion Time	Issue of Blank Tender Document	Last Date of Submission of Of Tender
1.	Providing Interior works for GJEPC'S Educational Institute (IIGJ Delhi) premises at Block F, 1-7, Ground Floor, (Phase –I) Flatted Factor Factories Complex, Jhandewalan, New Delhi as per enclosed BOQ	Rs. 50.00 lakhs	Rs.1.00 Lakh	70 days	15.12.2015 to 05.01.2016	06.01.2016 upto 2.00 PM

2. Blank tender documents (non-transferable) for above work shall be issued from 15.12.2015 to 05.01.2016 on working days from the address given below on payment of required tender fee of Rs. 500/- (Rupees Five Hundred only) (non-refundable) in form of DD/pay order/bankers cheque in favour of "The Gem & Jewellery Export Promotion Council", payable at New Delhi . The intending tenderers can also down load the complete tender documents available on the web sitewww.gjepc.org and submit the same along with tender fee and requisite earnest money deposit by the due date.

3. Intending tenderers should have valid registration with Sales tax/Works Contract tax authorities.

4. The intending tenderers should have satisfactorily completed at least one work of 80% tender value or two works each 60% tender value during last three years,

5. Tender documents can be purchased from the office of the Asstt. Director, GJEPC, Block F, 17-18, Flatted Factories Complex, Jhandewalan, New Delhi-110055 on all working days between 10.00 A.M. to 5.00 P.M. except on holidays and Sundays, after payment of requisite tender cost as mentioned above

6. The tender documents duly completed along with EMD in form of demand draft/pay order in favour of the "The Gem & Jewellery Export Promotion Council", payable at New Delhi from any Nationalized Bank will be submitted at the office of the Asstt. Director, GJEPC, Block F 17-18, Flatted Factories Complex, Jhandewalan, New Delhi-110055 upto 2.00 P M on 06.01.2016. Technical bid of the parties shall be opened on 6.1.2016 at 4.30 PM. and the price bids of the technically successful bidders shall be opened on same day at 5.00 P.M.

The tender without EMD shall be summarily rejected.

7. GJEPC reserves the right to reject any or all the tender without assigning any reason thereof and also not bound to accept lowest tender. Tenders in whom any of the prescribed condition's are not fulfilled or found incomplete in any respect are liable to be rejected.

8. Canvassing whether directly or indirectly in connection with tender is strictly prohibited and the tender submitted by the contractors who resort canvassing will be liable to be rejected.

9. The technical bid submitted by the parties shall be opened **on 6.1.2016 at 4.30 P.M.** in the presence of tenderers/their representatives who wish to be present. The price bids of the technically successful bidders shall be opened on same day **at 5.00 P.M**

ASSTT. DIRECTOR
GJEPC DELHI

Signature of the Contractor

तरुण राय/TARUN RAY
सहायक निदेशक/Asstt. Director
रत्न तथा आभुषण निर्यात संवर्धन परिषद
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F 17-18, Flatted Factory Complex, Jhandewalan
नई दिल्ली–110055/New Delhi-110055

THE GEM & JEWELLERY EXPORT PROMOTION COUNCIL, R.O. DELHI

Ref: GJEPC/IIGJD/INTERIOR/2015-16 **Date: 15.12.2015**

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INSTRUCTIONS TO TENDERERS

1. GENERAL

Tenderers are advised to acquaint themselves fully with the description of work, scope of services, time schedule and terms and conditions including all the provisions of the tender document before framing up their tender.

2. SITE PARTICULARS

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to nature of work, site conditions, means of access to the site etc. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the specifications. For site visit and any clarification / information/assistance; the intending tenderers may contact **Asstt. Director, GJEPC, Block F, 17-18, Flatted Factories Complex, Jhandewalan, New Delhi-110055**

3. SUBMISSION OF TENDER

a) The expression "Tender Notice" referred to in the Tender Documents shall be deemed to include any Notice / Letter Inviting Tender with respect to the work forming the subject matter of the documents and vice-versa.

b) The tender complete in all respects shall be submitted along with Earnest Money as stipulated in the Notice / Letter Inviting Tender ONLY. Tenders without Earnest Money Deposit will be out rightly rejected.

Tenders shall he submitted in two separate sealed envelopes Super scribing as following: -

ENVELOPE — I	**(TECHNICAL BID)**
Name of work	**Interior work**
Tender no.	**02**
Due date & time of opening	**6.1.2016 & 4.30 P.M.**

Addressed to : The Asstt. Director, The Gem & Jewellery Export Promotion Council (GJEPC), Block F- 17-18, Flatted Factories Complex, Jhandewalan, New Delhi-110055

Name & address of the tenderer:

This envelope shall contain the following: -

1. EMD should be in the form of Demand Draft drawn on a scheduled/nationalized bank in favour of "The Gem & Jewellery Export Promotion Council" payable at New Delhi. Cheques will not be accepted.

2. Details of one work of 80% tender value or two works each 60% tender value, executed by the bidder during last three years, on the basis of which bidder wishes to get qualified and copies of supporting work orders and completion certificate/ TDS in case of certificate issued by private institutes.

3. Valid registration with Sales Tax department for Work Contract Tax/VAT.

4. Partnership Deed in case of partnership firm and Articles of Association incase of limited Company.

5. Power of Attorney in favour of person who has signed the tender documents. In case of company, the authority to sign the tender is to be given under Board resolution.

ENVELOPE — **II** (PRICE BID)

Name of work	**Interior work**
Tender no.	**02**
Due date & time of opening :	**6.1.2016 at 5.00 P.M.**

Addressed to: :The Asstt. Director, The Gem & Jewellery Export Promotion Council (GJEPC), Block F- 17-18, Flatted Factories Complex, Jhandewalan, New Delhi-110055

From: Name & address of the tenderer:

NOTE: This part shall contain the tender document, total price to be charged by the tenderers for executing the work, complete in all respect. It is to be noted that the sealed envelope containing this part shall contain only PRICES and no conditions i.e. deviations / assumptions / stipulations / clarifications / comments / any other request whatsoever and the conditional offers will be rejected.

4. QUALIFYING CRITERIA

'Tenderers having following valid documents will be technically qualified and considered for opening of their price bid. Technically qualified parties have no right to claim for award of the work. Council reserves the right to cancel or award the work to any party/tenderers.

i) Details of one work of 80% tender value or two works each 60% of tender value executed during last three years.
ii) Valid registration in Sales Tax Deptt. for Work Contract Tax/Vat or as per local state bye-laws.

5. **ABNORMAL RATES**

The tenderer is expected to quote rate for each item after careful analysis of costs involved for the performance of the complete item considering technical specifications and conditions of contract. This will avoid a loss of profit or gain in case of curtailment or change of specifications for any item. If it is noticed that the unit rates quoted by the Tenderer for any items are usually high or unusually low, it will be sufficient cause for rejection of the tender unless The Council is convinced about the reasonableness of the unit rates on scrutiny of the analysis for such unit rate to be furnished by the tenderer on demand. Not withstanding anything there in stated, the rates once accepted by the Council shall be final and shall not be subject to any change either on account of un-workability of unit rates or on any other ground whatsoever.

6. **DEVIATIONS TO TENDER CLAUSES:**

Tenderers are advised to submit the tender strictly based on the terms and conditions and specification contained in the Tender Documents and not to stipulate any deviations. Conditional tenders are liable to be rejected.

7. **VALIDITY OF OFFER**

Tender submitted by tenderers shall remain valid for acceptance for a minimum period of 120 days from the date of opening of the tenders. The tenderers shall not be entitled during the said period of 120 days, to revoke or cancel their Tender or to vary the Tender given or any term thereof, without the consent in writing of the Owner. In case of tenderers revoking or canceling their tenders or varying any terms in regard thereof without the consent of owner in writing, Council shall forfeit Earnest Money paid by them along with their tender without giving any notice.

8. **AWARD OF WORK**

Corporation reserves the right to split the job into two or more parts and to award the work to separate agencies/contractors. Work shall be awarded to the lowest bidder, subject to the work experience and fulfillment of other terms & conditions and specifications

9. **ACCEPTANCE / REJECTION OF TENDER**

i). Council does not bind itself to accept the lowest tender.

ii). Council also reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.

iii). Council also reserves the absolute right to reject any or all the tenders at any time solely based on the past unsatisfactory performance by the bidder(s) the opinion/decision of GJEPC regarding the same shall be final and conclusive.

10. **CORRECTIONS**

No corrections or overwriting will be entertained in schedule of rates by using correcting fluid. Correction, if any, in the schedule of rate must be initialed.

11. FIRM RATES

The rates quoted by bidder shall remain firm till completion of all works even during the extended period, if any, on any account what so ever. It may be noted that no deviation

on this account 's will be acceptable and offer not containing firm price shall not be considered.

12. It will be obligatory on the part of the tenderer to sign the tender documents for all the components & parts. After the work is awarded, he will have to enter into an agreement on performa to be provided by the Council for work awarded, on a non-judicial stamp paper of requisite value at his own cost within ten days from date of receipt of acceptance order or before the work is undertaken.

ASSTT. DIRECTOR
GJEPC DELHI

Signature of the Contractor

तरुण राय/TARUN RAY
सहायक निदेशक/Asstt. Director
रत्न तथा आभुषण निर्यात संवर्धन परिषद
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F 17-18, Flatted Factory Complex, Jhandewalan
नई दिल्ली–110055/New Delhi-110055

GENERAL CONDITIONS OF CONTRACT

1. Where the context so requires, words importing the singular only also include the plural and vice versa.

2. Council shall mean 'The Gem & Jewellery Export Promotion Council (GJEPC) (Sponsored by the Ministry of Commerce & Industry) and shall include their legal representatives, successors and permitted assigns.

3. Definition

   a) The 'Contract' means and includes the documents forming the tender and acceptance thereof together with the documents referred to therein including the conditions, the specifications, designs, drawing and instructions issued from time to time by the `Officer-in-charge' the formal agreement executed between the Council and the Contractor, and all these documents taken together shall be complementary to one another.

   b) The 'Site' shall mean the premises / land and / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

   c) The 'Contractor' shall mean the individual or firm or company, whether corporate or not, undertaking the works and shall include the legal personal representative or such individual or the persons composing such firm or company and the permitted assignee of such individual or firm or company.

   d) The 'Competent Authority' means the Regional Chairman (North) of GJEPC, New Delhi and his successors.

   e) The Officer-in-Charge means the Technical Officer of the Council designated for the purpose, as the case may be who shall supervise and be the In-charge of the works.

   f) The Asstt. Director, GJEPC, New Delhi means the officer who holds the charge of that post in the Council at GJEPC R.O. Delhi during the currency of this agreement, to act on behalf of the Regional Chairman (North)

   g) `IS Specification' means the Specification of latest edition with amendments, if any, up to time of receipt of tender by Council issued by the Bureau of Indian Standards as referred to in the specifications and / or work orders.

   h) The 'Contract Sum' means the sum agreed, or the sum calculated in accordance with the prices accepted by the Council in the tender and / or the contract / negotiated rates payable on completion of the works.

   i) The 'Final Sum' means the amount payable under the Contract by the Council to the Contractor for the full and entire execution and completion of works, in time.

   j) The 'Date of Completion' is the date / date(s) for completion of the whole works, set out in the tender documents, or any subsequently amended by the Council.

k) A 'Week means seven days without regard to the number of hours worked or not worked in any day in a week.

l) 'Excepted Risks' are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are uninsurable) war (whether declared or not), invasion act of foreign enemies, hostilities civil war, rebellion, revolution, insurrection military or usurped power, Acts of God, such as earthquake, lightening, unprecedented floods and other causes over which the contractor has no control and accepted as such by the Chief Competent Authority or causes solely due to use or occupation by the 'Council' of the part of works in respect of which a certificate of completion has been issued.

m) 'Urgent works' shall mean any urgent measures which in the opinion of the Officer Incharge, become necessary during the progress of the work to obviate any risk or accident or failure or which become necessary for security.

n) The 'Works' shall mean the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra or additional, altered or instituted works or temporary and urgent works as required for performance of the contract.

4. Works to be carried out:

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held, to include wastage on materials, carriage and cartage, carrying in return of empties hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

5. Inspection of Site:

The Contractor shall inspect and examine the Site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the Site, the quantities and nature of works and material necessary for the completion of the Works and the means of access to the Site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect this tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

6. Sufficiency of Tender:

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

7 **Discrepancies and Adjustment of Errors:**

The several documents forming the contract are to be taken as mutually explanatory of one another:

7.1(A) In the case of discrepancy between Schedules of quantities the Specifications and / or the Drawings, the following order of preference shall be observed.

a) Description in Schedule of Quantities.

b) Particular Specification and Special Conditions, if any.

c) General Specifications.

7.1(B) If there are varying or conflicting provisions made in any one documents forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.

7..2 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the Contract.

7.3 If on check there are found to be differences between the rates given by the contractor in words and figures or in the amount worked out by him in the schedule of quantities and general summary, the same shall be adjusted in accordance with the following rules: -

a) In the event of a discrepancy between description in words and figures quoted by a tenderer, the description in words shall prevail.

b) In the event of an error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the unit rate and quantity the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.

c) All errors in totaling in the amount column and in carrying forward totals shall be corrected.

8. Security Deposit:

Total security deposit shall be 10% of the accepted tender cost and shall be deposited/deducted by/from the contractor as following: -

a) Initial Security Deposit:

Contractor will deposit initially a five percent (5%) of the accepted tender cost as an initial security deposit within ten (10) days of receipt of the letter of intent/notification of acceptance of the tender by him. The earnest money deposited shall be converted into initial security deposit.

b) Balance Security Deposit

Balance five per cent (5 %) will be deducted @ 10% from each running bill till the overall deducted security deposit (Including initial security deposit) reaches to 10% of value of tender. However, if the value of tender i.e. actual execution exceeds the accepted value of tender, further deduction shall be effected @ 10% (Ten percent) of the value in excess of the accepted value of the Tender from running bills and final bill. Similarly, if the value as per actual execution is less than the tender value, the excess deducted amount shall be refunded to the CONTRACTOR along with final bill.

8.1 Refund of Security deposit: One half of the Security deposit refundable to the Contractor worked out on the basis of the value of work completed shall be refunded to the Contractor on the Officer-In-Charge certifying in writing that the work has been completed satisfactorily subject to furnishing bank guarantee of equivalent amount.

8.2 On expiry of the Defects Liability Period Officer-In-Charge shall, on demand from the Contractor, refund to him the remaining portion of the security deposit provided the Officer-in-Charge is satisfied that there is no demand outstanding against the Contractor.

8.3 No interest shall be payable to the contractor against the Security Deposit furnished / recovered from the contractor, by the Corporation.

9. Deviations/Variations Extent & Pricing:

9.1 The Officer-in-Charge/Architect shall have power (i) to make alteration in, omissions; from additions to, or substitutions for the original specification, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the Site or for any other reasons, and the Contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by The Officer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the contractor may be carried out on the same conditions in all respects including price on which he agreed to do the main work. Any alterations, omissions additions or substitutions ordered by the Officer-In-Charge which in the opinion of the contractor changes the original nature of the Contract, he shall carry it out and the rates for such additional, altered or substituted work shall be determined by the Officer-in-Charge as per clause 10 (i) to (iii) of the tender document.

9.2.1 The time of completion of the works shall in the event of any deviations resulting in additional cost over the Contract Sum being ordered be extended as follows if requested by the Contractor.

a) In the proportion which the additional cost of the altered additional or substituted work, bears to the original Contract sum; plus.

b) 25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the Officer-in-Charge.

10. Rates for Extra/Additional Items

i) If the rate for additional, altered or substituted item of work is specified in the Schedule of Quantities the Contractor shall carry out the additional, altered or substituted item at the same rate.

ii) If the rate for any altered, additional or substituted item of work is not specified in the schedule of Quantities the rate for that item shall be derived from the rate for the nearest similar item specified therein.

iii) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras (i) and (iii) above, the contractor shall within 7 days of the receipt of the order to carry out the said work, inform the Officer-in-Charge under advice to the Accepting Authority of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Officer-in-Charge shall, within One month thereafter, after give due consideration to the rate claimed by the Contractor determine the rate on the basis of market rate(s). In the event of the contractor failing to inform the Officer-in-Charge within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Officer-in Charge on the basis of market rate(s) and shall be final.

11. **Suspension of Works:**

a) The contractor shall, on receipt of the order in writing of the Officer-in-Charge suspend the progress of the works or any part thereof for such time and in such manner as the Officer-in-Charge may consider necessary for any of the following reasons:

i) On account of any default on part of the Contractor; or

ii) For proper execution of the Works or part thereof for reasons other than the default of the Contractor; or

iii) For safety of the works or part thereof. The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Officer-in-Charge.

b) If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above. The Contractor shall be entitled to an extension of the time equal to the period of every such suspension plus 25%.

12. **Time and Extension for Delay:**

The time allowed for execution of the works as specified in the Appendix or the extended time as approved by GJEPC in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the 10th day after the date on which the Council issues written orders to commence the work or from the date of handing over of the site, which ever is earlier. If the Contractor commits default in commencing the execution of the work as aforesaid, Council shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely.

12.1 As soon as possible after the Contract is concluded the Officer-in-Charge and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Officer-in-Charge and the Contractor within the limitations of time imposed in the Contract Documents.

12.2 If the work be delayed by

(a) Force majeure or

(b) Abnormally bad weather or

(c) Serious loss or damage by fire, or

(d) Civil commotion, local combination of workmen strike or lockout, affecting any of the trades employed on the work, or

(e) Delay on the part of other contractors or tradesmen engaged by Council in executing work not forming part of the contract, or

(f) Any other cause which, in the absolute discretion of the authority mentioned in Appendix is beyond the Contractor's control;

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Officer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Officer-in-Charge to proceed with the Works.

12.3 Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also if practicable, indicate in such as request the period for which extension is desired.

12.4 If any such case the competent authority may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor by the Officer-in-Charge and no compensation whatsoever for the extended period, if any shall be applicable/ payable.

13. The Contractor shall arrange, at his own expense, all tools, plant and equipment hereafter referred to as (T & P) labour, P.O.L. & electricity required for execution of the work.

14. FORCE MAJEURE

Any delays in or failure of the performance of either party herein shall not constitute default hereunder or give rise to any claim for damages, if any, to the extent such delays or failure of performance is caused by occurrences such as Act of god or the public enemy; expropriation or confiscation of facilities by Government authorities, or in compliance with any order or request of any Governmental authorities or due acts of war, rebellion or sabotage or fires, floods, explosions, riots or illegal joint strikes of all the workers of all the contractors.

15. MATERIALS

1. All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall, if requested by the Officer-in-Charge, furnish proof to the satisfaction of Officer-in-Charge in this regard.

2. The contractor shall indemnify the Council, its representatives or employees against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against the Council or any agent, servant or employee of the Council in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof.

3. All charges on account of octroi, terminal or sales tax and other duties on material obtained for the Works from any source shall be borne by the Contractor.

4. The Officer-in-Charge shall be entitled to have tests carried out as specified as per relevant standard code of practice for any materials supplied by the Contractor even for those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Officer-in-Charge may require for the purpose. The cost of materials consumed in tests shall be borne by the Contractor.

5. Stores and Materials required for the works, brought by the Contractor, shall be stored by the Contractor only at places approved by the Officer-in-Charge. Storage and safe custody of material shall be the responsibility of the contractor.

   i) Council's officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the Site or at factory or workshop or other place(s) where such materials are assembled, fabricated or at any place(s) where these are lying or from where these are being procured and the contractor shall give such facilities as may be required for such inspection and examination.

   ii) All materials brought to the Site shall become and remain the property of the Council and shall not be removed off the Site without the prior written approval of Officer-in-Charge of the Council. But whenever the works are finally completed the Contractor shall, at his own expense forthwith, but with the prior approval form the Council, remove from the Site all surplus materials originally supplied by him and upon such removal the same shall revert in and become the property of the contractor. However before given any approval as aforesaid the council shall be entitled to recover or adjust any amount given as advance to the Contractor.

16. Labour laws and payment of wages to be complied:

The contractor shall comply the labour laws in force. No labour below the age of eighteen years shall be employed on the works. The tenderer should make their own arrangement for the assign of all labour trained in the particular field of work preferably local.

The contractor shall obtain a valid license under the Contract Labour (R&A) Act,1970 and the Contract Labour (R&A) Central Rules, 1971, before the commencement of the work, and continue to have a valid license till completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall comply with the provisions of the Payments of wages act, 1936, Minimum wages Act, 1948, Employment liability Act, 1938, Workmen's compensation act 1923, Industrial dispute Act, 1947, the factories act 1948, mate benefit act 1961 and any statutory amendments or re-amendments thereof for the time being in force.

In respect of all laborers directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall his own expense arrange the safety provision as per safety code framed from time to time by statutory authorities and shall his own expense provide for all facilities in connection therewith. Incase, the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be responsible for any compensation for each default and in addition the Officer-In-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

The contractor shall be fully liable for compliance of EPF or ESI of the labours/workmen deployed by them for carrying out the work as per prevailing Central or State government norms and the Council has nothing to do with the same. Council's Administrative Office will not be responsible for any liability/claims whatsoever in this regard. Further, as and when demanded by the Coucil, the contractor shall submit the proof of deductions/ deposits of such liabilities of their labors/ workmen engaged in the work to the Council. In case of default, the Council may deduct the payments against these liabilities from the bills of the contractor or may stop the payment of the bill till such time until the compliance is proved by the contractor.

17. Liquidated Damages for Delay

17.1 Time is essence of the contract. In case the CONTRACTOR fails to complete the whole work within the stipulated period, and clear the site, he shall be liable to pay liquidated damages @ 0.5% (One Half of one percent only) of the value of contract per week and or part thereof of the delay subject to a maximum of 10% (ten percent only) of the value of the contract. The parties agree that this is a genuine pre-estimate loss / damage which will be suffered on account of delay on the part of the Contractor and the said amount will be payable on demand without there being any proof of the actual loss of damages caused by such delay.

17.2 The amount of Compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Council.

18. Defects Liability Period :

The Contractor shall be responsible to make good and remedy at his own expense within defect liability period of one year from the date of completion of the work in all respect.

19. Contractor's Liability and Insurance

From commencement to completion of the works, the Contractor shall take full responsibility, care of and precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that, at completion, the works shall be in good order and conditions and in conformity in every respect with the requirements of the Contract and instructions of the Officer-in-Charge.

19.1. In the event of any loss or damage to the Works or any part thereof or to any material or articles at the Site from any of the Excepted Risks the following provisions shall have effect:

a. The Contractor shall, as may be directed in writing by the Officer-in-Charge, remove from the site any debris and so much of the works as shall have been damaged.

b. The Contractor shall, as may be directed in writing by the Officer-in-Charge, proceed with the completion of the works under and in accordance with the provisions and Conditions of the Contract, and

19.2 Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

19.3 The Contractor shall indemnify and keep indemnified the Council against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands proceedings, damages costs, charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Council against any compensation or damage caused by the Excepted Risks.

19.4 Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, obtain and deposit with the Council -Contractors "All Risk Policy" and "Third Party" Insurance policy.

19.5 The Contractor shall at all times indemnify the Council against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act. 1948, Employer's Liability Act, 1938 the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act. 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time.

19.6 The Contractor shall prove to the Officer-in-Charge from time to time that he has taken all the insurance polices referred to above and has paid the necessary premiums for keeping the policies alive till completion of the work.

19.7. All statutory deductions as applicable like TDS, sales tax/VAT shall be made from the due payment of the contractor.

19.8 No claim for interest will be entertained by the council in respect of any balance payments or any deposits which may be held up with the council due to any dispute between the council and contractor or in respect of any delay on the part of the council in making final payment or otherwise.

19.9 The contractor shall ensure that no materials/wastes/plant , equipments etc. are dumped at the site. In case any of the above items are dumped the contractor shall clear the same from the site by or before completion of the work at his own cost or otherwise GJEPC will carry out the work at the contractor's risk and cost after 7 days notice.

19.10 The contractor will have to make their own arrangement for facilitating movement of labour to work site and back. Facilities are to be provided to labourers as per statutory provisions and the same shall not entail or attract any extra cost to GJEPC.

20. Safety Code:

20.1 The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Officer-in-Charge, in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid the Officer-in-Charge shall be entitled to do so and recover cost thereof from the Contractor.

20.2 The contractor shall provide and maintain at his own expenses guards, fencing and matching when and where necessary or required by the Officer-in-Charge for the protection of the works or for the safety and convenience of those employed on the works or the public.

The Gem & Jewellery E.P. Council New Delhi

20.3 The council shall not be liable for any accident, injury or for any other mishap caused to him/them/their employees/agents and labour employed by the contractor and for any kind of damage during the execution of the contract or work done. For any kind of such injury or loss caused to any person/persons mentioned herein above, the contractor shall be exclusively liable.

21. Cancellation of Contract in Full or in Part:

21.1 If the Contractor:

a. At any time makes defaults in proceeding with the Works with due negligence and continues to do so even after a notice in writing of 7 days from the Officer-in-Charge; or

b. Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Officer-in-Charge; or

c. Fails to complete the works or items of work on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Officer-in-Charge; or

d. Enters into a contract with the Council in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the term of payment there have previously been disclosed in writing to the Accepting Authority/Officer-in-Charge; or

e. Offers or gives or agrees to give to any person in Council's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or having done any act in relation to the obtention or execution of this or any other Contract for the Council or

f. Obtains a Contract with the Council as a result of ring tendering or other non-bonafide methods of competitive tendering; or

g. Being an individual or any of its partner (in case of the Contractor is a partnership firm)at any time is adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency Act for the time being in force or make any conveyance or assignment of his affective or composition or arrangement of the benefit of his creditors or purport so to do, or if any application be make under any insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or

h. Being a company, passes a resolution or the C

21.3 The Competent Authority shall on such cancellation, be entitled to:

a. Take possession of the site and any materials, construction plant. implements, stores, etc., thereon; and/or

b. Carry out the incomplete work by any means at the risk and cost of the Contractor.

21.4 On cancellation of the Contract, in full or in part, the Accepting Authority shall determine the quantum of amount, i f any, recoverable from the Contractor for completion of works or part of the works or in case the works or part of the works is not completed, the loss or damage suffered by the Council. In determining the amount credit shall be given to the Contractor for the value of the work, if any, executed by him up to the time of cancellation, the value of contractors material taken over and incorporated in the work and use of tackle and machinery belonging to the Contractor.

21.5 Any excess expenditure incurred or to be incurred by the Council in completing the Works or part of the Works or the excess loss or damages suffered or may be suffered by the Council as aforesaid after allowing such credit shall be recovered from any money due to the Contractor or any account, and if such money is not sufficient the Contractor shall be called upon in writing to pay the same within 30 days.

21.6 If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Officer-in-Charge shall have the right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due form the Contractor under the contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.

21.7 Any sums in excess of the amounts due to the Council an unsold materials, constructional plant, etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of the completion by the Council of the works or part of the works is less than the amount which the Contractor would have been paid had he completed the works on part of the works such benefit shall not accrue to the Contractor.

22. Liability for Damage, Defects or Imperfections and Rectification thereof:

22.1 If the Contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence etc, continuous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Officer-in-Charge or his Representative at any time during construction or reconstruction or prior to the expiration of Defects Liability Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor shall, upon receipt of a notice in writing in that behalf from the Officer-in-Charge, forthwith rectify or remove and re-instruct the work so specified in whole or in part, as the case may require or as the case may be, and/or remove the materials or articles at his own expense, notwithstanding that same may have been inadvertently passed, certified and paid for and in the event of his notice aforesaid, the Officer-in-Charge may rectify or remove and re-execute the work and/or remove and replace with others the materials or articles complained of as the case may be, by other means at the risk and expense of the Contractor.

22.2 In case of repairs and maintenance works, splashes and dropping from white washing, painting, etc. shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual rooms, quarters or premises, etc. where the work is done, without waiting for completion of all other items of work in the contract. In case the Contractor fails to comply with the requirements of this condition, the Officer-in-Charge shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Officer-in-Charge shall give three days notice in writing to the Contractor.

23. Urgent Works:

If any Urgent work (in respect whereof the decision of the Officer-in-Charge shall be final and binding) becomes necessary and Contractor is unable or unwilling at once to carry it out, the Officer-in-Charge may by his own or other workpeople carry it out, as he may consider necessary. If the urgent work shall be such as the Contractor is liable under the contract to carry out at his expenses incurred on it by the Council shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

24. PAYMENTS:

24.1 Payment shall be released as per the quantum of work executed in accordance to the instruction and drawings issued to the contractor. Any work executed by the contractor in violation to the tender specifications, drawings and direction of Officer in charge shall constitute breach of agreement and shall not qualify for the measurement. The measurement shall be jointly recorded by the contractor and representative of Council. If Contractor intends to submit interim Bills these should not be less than Rs 3.50 Lacs of the work executed. All other statutory deductions and Security deposit as applicable shall be effected from each running bills.

24.2 No escalation will be paid even in extended period, if any.

24.3 All statutory deductions as applicable like TDS, Sales Tax/VAT/Labour and Cess etc. as applicable shall be made from the due payment of the contractor.

25. MOBILISATION ADVANCE:

No mobilization advance whatsoever shall be paid for carrying out this work.

26. ARBITRATION AND LAWS

26.1 In the event of any dispute, the same shall be referred to the sole arbitration of Regional Chairman, R.O. GJEPC, New Delhi or such officer he may appoint to be the arbitrator. There shall be no objection that the Arbitrator is an employee of the Council or that he had to deal with the matter to which this tender relates in the course of his duties as an employee of the Council, and/or he has expressed his views on all or any of the matters in dispute or differences. The award of the officer so appointed by him shall be final and binding on the parties.

26.2 The venue of Arbitration is at New Delhi only. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract. The cost of arbitration shall be borne by the parties to the dispute, as may be decided by the Arbitrator(s).

ASSTT. DIRECTOR
GJEPC DELHI
(Seal)

तरुण राय/TARUN RAY
सहायक निदेशक/Asstt. Director
रत्न तथा आभुषण निर्यात संवर्धन परिषद
The Gem & Jewellery Export Promotion Council
एफ 17–18, फलैटैड फैक्टरी काम्पलेक्स, झण्डेवालान
F 17-18, Flatted Factory Complex, Jhandewalan
नई दिल्ली–110055/New Delhi-110055

SIGNATURE OF THE CONTRACTOR

Seal

FORM OF TENDER

To,

The Asstt. Director,
The Gem & Jewellery Export Promotion Council (GJEPC),
Block F- 17-18, Flatted Factories Complex,
Jhandewalan, New Delhi-110055

I/We have read and examined the following documents relating to .....
(Name of the Work)

(a) Notice inviting tender.
(b) Instructions to Tenderers
(c) General Conditions of Contract including Contractors, Labour Regulations, Model Rules for Labour Welfare and Safety Code appended to these conditions together with the amendments thereto if any.
(d) Special Conditions of contracts if any.
(e) Bill of Quantities

I/We hereby tender for execution of the works referred to in the aforesaid documents upon the terms and conditions contained or referred to therein and in accordance in all respects with the specifications, designs, drawings and other relevant details at the rates contained in Schedule and within the period(s) of completion as stipulated in Appendix.

In consideration of I/We being invited to tender, I/We agree to keep the tender open for acceptance for 120 days from the due date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable to the Council

A sum of Rs **.1,00,000/-(Rupes One Lakh)** is hereby forwarded as Earnest Money Deposit in the form of Demand Draft No..... dated.....drawn on..... in favour of The Gem & Jewellery Export Promotion Council, payable at New Delhi. If I/We fail to keep the tender open as aforesaid of make any modifications in the terms and conditions of the tender which are not acceptable to the Council, I/We agree that the Council shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Should this tender be accepted, I /We agree to abide by & fulfill all the terms conditions of aforesaid document

If after the tender is accepted, I/we fail to commence the execution of the work as provided in the conditions. I/We agree that Council shall without prejudice to any other right or remedy is at liberty to forfeit the said earnest money absolutely.

Signature of contractor .....

Duly authorised to sign the tender on behalf of

the (in block capitals) .....

Dated .....

Witness.....

Date .....

Address .....

.....

BILL OF QUANTITIES

THE GEM & JEWELLERY EXPORT PROMOTION COUNCIL
F 17 - 18, FLATTED FACTORIES COMPLEX, JHANDEWALAN, NEW DELHI 110 055

	BOQ.	Date :
TO,		
Astt. Director		Ref. No.:

6	Providing and laying 15mm thick (average) **cement plaster** 1: 4 (1 cement: 4 sand: 75% Yamuna Sand 25% Coarse Sand) on blocks works/brick works/RCC surfaces with providing 24 gauge size galvanized chicken wire mesh of approved width fixed at junctions of concrete and brick work/block work.	1200	sqft		
7	Dismantling work & Clearing malba / disposal as per site requirement.	1	Lumpsum		
8	Flooring.				
	a) Mirror polished vitrified tiles	1500	sqft		
	b) Concrete flooring to level the uneven surface.	600	Sft		
	c) Carpet tile of Unitex of approved shade in CAD room, conf. room and Chairman's cabin.	1150	sqft		
9	a) Main Entrance door with 12 mm toughened glass and fittings size 8' x 8' (Actual size from site)	1	Nos.		
	b) New room / cabin doors with frame, with complete fittings	9	Nos.		
	c) Alteration and re-fixing of old doors to match with the new.	10	nos		
10	a) Wall tiles in toilet block and pantry.	850	sqft		
	b) Granit counter on R.C.C. slab of 2ft wide and 4"drop (including the cost of RCC. Slab)	11	Rft.		
11	Wall Panneling	1600	sqft		
12	**Brick Work:** Construction of 115 MM thick using class-1 bricks, with min. crushing strength of 50kg/cm2, with 1:6 CM .	600	sqft		
13	Removal of old door windows and repairing the openings.	14	Nos.		
14	New Aluminium windows with toughened glass	264	Sft.		
15	**STORAGE** : (Low and overhead12" to 17" deep x 2'.5" ht.) Storage to be made of marine ply 19mm htk. .The shutters and the inside of the storage is to be finished in laminate(1mm and 0.5mm respectively) e. All accessories reqd for the shutters inclusive of spring loaded hinges, ss handles, and locks to be included in quote.	415	sqft		
16	**WORK STATIONS** : 24" deep.with Storage underneath as per requirement. to be made of 19mm htk. boards.The shutters and the inside of the storage is to be finished in laminate(1mm and 0.5mm respectively) e. All accessories reqd for the shutters inclusive of spring loaded hinge	76	Rft.		

	e) Side rack 4' x 2'6"	1	nos		
	f) Side rack 3' x 2'6"	1	nos		
18	Roller blinds non transparent	220	sqft		
19	magnetic white board 6x4	2	nos		
20	CAD room / Conf. chairs	31	nos		
21	Conf. chair HIGH BACK	1	nos		
22	projector fixing accessories (rgb cable/ceiling mounted)	2	set		
23	OFFICE AREA				

1	Wall hung W.C. pan with white plastic seat & lid "Thermoset moulded (bakelite) IS 2548 Part I	5	Nos.		
	Supply, installation, testing and commissioning vitreous china flat back large urinal of size - 460 (W) x 300(L) x 685(H) mm with concealed wall hangers, fully automatic photoelectric cell operated No-touch urinal flushing system (Battery/electrical operated vandal proof- twin flush (pre & post use) operation), flush mounted sensors complete in all respects in fully operational conditions, C.P. brass flush pipe with C.P. clamps and screws, C.P. flange with spreader, 32 mm C.P. cast brass bottle trap and pipe to wall with wall flange complete including cutting and making good the walls and floors where required. **(Hindware Olympus CatNo. 60006 with UTEC automatic urinal flush sensor UT-11C)**				
	CP brass chromium plated flush piping from valve to urinal terminated with a 15 mm screwed spreader.				
	32 mm nominal bore CP cast brass waste				
2	32 mm nominal bore CP cast bottle trap with extension pipe rubber adopter for waste connection	3	nos.		
	Supply, installation, testing & commissioning wash basin with CP waste coupling of standard pattern, 32 mm dia C.P. cast brass bottle tarp & union, 32 mm dia C.P. pipe to wall and C.P. wall flange, complete including cutting and making good the walls where required.				
3	**Make: Hindware Enigma star white Cat No. 91012**	3	nos.		
4	Supply, installation, testing and commissioning single lever basin mixer without popup waste system with 450mm long braided hoses **(Make: Jaquar - Vignette VGN-27011B)**	3	nos		
5	Supply, installation, testing and commissioning 15 mm C.P. angle valves with polypropylene filter, union, nut and C.P. cast brass wall flange complete **(Make: Jaquar, Model: 23055)**	15	nos		
6	Supply, installation, testing and commissioning toilet paper holder including cutting and making good the walls. **(Make: EURONICS, Model : EJ 01)**	5	nos		
7	Supply, installation, testing and commissioning liquid soap dispenser with stainless steel lid and brackets fixed to wooden cleats with C.P. brass screws. **(Make: EURONICS, Model : ES 08A)**	3	nos		
8	Supply, installation, testing and commissioning health faucet with W.C.	5	nos		

9	Internal plumbing with pvc pipes for water lines and sewer lines, including floor traps, C.P. jalli etc.for the whole toilet block.	1	L.s.		
	TOTAL				
27	**AIR CONDITION WORK - with split units(Make Daiken- 3 star)**				
1	Split units of 2.0 T	3	nos		
2	Split units of 1.5 T	6	nos		
3	Split units of 1.0 T	2	nos		
4	Stabilizer Blue Guard make- 5kv.	3	nos		
5	Stabilizer Blue Guard make- 4kv.	6	nos		
6	Stabilizer Blue guard make- 3kv.	2	nos		
7	Concealed Copper cooling pipes with drain pipe to the nearest chamber , power cable, including cutting the walls and slabs as per requirement and repair.	130	R. Mt.		
8	Stand for outdoor unit	11	nos		
9	Installation of A,C. units(Indoor and Outdoor both)	11	nos		
	TOTAL				
	G. TOTAL				
	2- seater sofa	1	nos		
	TOTAL				