



# TENDER DOCUMENT

## PART-II

### TECHNICAL BID

DESIGNING OF INTERIOR WORKS OF THE JEWELLERY  
TRAINING CENTRE CUM COMMON FACILITY CENTRE AT UDUPI

**Tender No.:GJEPC/JEWELLERY TRAINING CENTRE PROJECT/AUGUST:2017-2018/001**

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

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**PART-II**  
**TECHNICAL BID**

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**SECTION:I****Notice Inviting QUOTE****Tender NO. No. GJEPC/JEWELLERY TRAINING CENTRE Project/August-2017-18/001**

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 for Designing & supervision of Jewellery Training Institute cum Common Facility Centre project for an approximately 3200-3500 sq ft. carpet area at Udupi. 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 Preparation of Tender for appointment of contractor & supervision of the project during execution

<b>PROJECT MANAGEMENT CONSULTANT</b> Indian Diamond Institute GIDC Katargam, Sumul Dairy Road, Surat – 395008, Ph. : 0261 - 2407847 / 48 E_mail : info@diamondinstitute.net	<b>OWNER/CLIENT/NODAL AGENCY</b> <b>Gem &amp; Jewellery Export Promotion Council</b> 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
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**Section -II****Information of Tender**

<b>Sr. No.</b>	<b>Title</b>	<b>Information</b>
01	Name of Work	Designing & Supervision of the interior work for Jewellery Training Centre at Udupi
02	Owner/Client/Nodal Agency	The Gem & Jewellery Export Promotion Council
03	Project Management Consultant	Indian Diamond Institute
04	Site Address	2-3-13H & 2-3-13H1, Canara Complex, Karavali Bypass, NH 66, Udupi 576103, Karnataka

### Section - III

#### Abstract of Tender

Sr. No.	Title	Abstract
01	Name of the Project	Jewellery Training Centre cum CFC at Udupi
02	Name of Work	Designing & Supervision of the interior work for Jewellery Training Centre at Udupi
03	Owner/Client(Nodal Agency)	The Gem & Jewellery Export Promotion Council
04	Issue of Tender Documents date & Time& Venue	From : 04/08/17 To selected Architect via email.
	Tender pre-bid meeting (if required.)	With appointment on or before 10/08/2017
	Last date of submission of tender Documents	Date : 19/08/17 Time :on or before 14:00 hrs <b>Venue : GJEPC Head Office, Mumbai</b>
	Technical bid opening	Date : 19/08/17 Time :15:00 Hrs Venue: GJEPC Head Office, Mumbai
	Opening of Price Bid	Details will be intimated to the pre-qualified bidder
05	Taxes & leviabale duties	All taxes and duties as applicable to be borne by the bidder
06	Validity of Tender	60 days from the date of opening tender
07	Period Within Which Agreement Shall be Formal Executed	Within 15 (Fifteen) days from the date of issue of the Letter of Intent
08	Latest Date Allowed for Starting the Work	With Immediate effect from the date of issue of the Letter of Intent
09	Deduction of Taxes	As per the prevailing Tax Rules of Government of India and the respective State Government.

**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 **“Designing & Supervision of the Interior work for Jewellery Training Institute cum Common Facility centre at Udupi** ,as per the scope of the works detailed.

Name of Work	Time limit	Appropriate bidder
Designing & Supervision of the Interior work for Jewellery Training Institute cum Common Facility centre at Udupi	21 days from the date of issuing of LoI to successful bidder.	Qualified/Registered Architects/Interior designers

- **Issue of Blank Tender Forms:** The blank tender document will be sent to selected architect via email and are attached herewith.
- **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 19.08.2017 up to 14:00 hrs at the head Office of The Gem & Jewellery Export Promotion Council Mumbai.
- 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.
- **Time of Starting and Completion:** The work shall be started with immediate effect after issue of Letter of Intent and the time allowed for completion of the work shall be 21 days for submission of the Design options, finalization of the floor plan and submission of the Estimated BoQ with price estimates and preparation of the tender for appointment of contractor from the date of issue of LoI
- **Opening of Tenders:** Technical bids will be opened at 15:00 hrs on 19.08.2017 at GJEPC Head Office, Mumbai , 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.
- **Deduction of Tax:** As per the prevailing Tax Rules of the Government of India and the Government of Gujarat.

**SECTION - V****Instruction to Bidder**

<b>1</b>	<b>Agreement</b>
1.1	The bidder whose tender is accepted shall within 15 <b>days</b> , of issue of letter of intent obtain contract documents for agreement and enter into agreement with 15 <b>days</b> . On failure to do so within the specified time acceptance of the tender will be considered as automatically cancelled.
<b>2</b>	<b>Period of Validity of Tender</b>
2.1	The tenders shall be <b>valid for 60days</b> from the date of opening of tender. If a bidder withdraws his tender within this period of <b>60 days</b> .
<b>3</b>	<b>Canvassing</b>
3.1	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.
<b>4</b>	<b>Signing of Tender Papers</b>
4.1	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 and Design/layout 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.
<b>5</b>	<b>Sealing and Marking of Tenders</b>
5.1	<b>The Bidder should submit tender documents in duplicate:</b> 1). The Original Tender & 2). The Duplicate Tender. <b>Tender Documents will cover ;</b> 1).Sealed Technical Tender 2). Sealed Commercial Tender A. Proposed Design(Floor Plan) of Jewellery Training Centre Cum CFC ( layout provided ) 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



	<p>be submitted within the specified date and time.</p> <p>The Inner and Outer envelopes shall also bear the following identification:</p> <p><b>Project: Jewellery Training Centre cum Common Facility Centre ( Udupi)</b></p> <p><b>Name of Contract:</b> Designing &amp; Supervision of the interior work of Jewellery Training Centre cum CFC at Udupi.</p>
<b>6</b>	<b>Deadline for Submission of Tenders</b>
6.1	Tenders must be received at the address specified in <b>Invitation for Tender</b> above not later than 19.08.2017 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.
6.2	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.
<b>7</b>	<b>Late Tender</b>
7.1	Any tender delivered to the owner after the deadline for submission of tenders prescribed will not be accepted.
7.2	<b>Modifications and Withdrawal of Tenders</b> No tender shall be modified or withdrawn by the bidder after the tender has been submitted.
<b>8</b>	<b>Tender Accompaniment</b>
8.1	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.
<b>9</b>	<b>Discrepancies</b>
9.1	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.
9.2	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.
<b>10</b>	<b>Opening of Tender and Determination of Responsiveness</b>
10.1	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 Jewellery Training Centre cum CFC for further scrutiny. Time, date and venue will be communicated by the owner in advance.
10.2	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.

10.3	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.
10.4	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.
<b>11</b>	<b>Clarification of Price Proposals</b>
11.1	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.
11.2	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.
<b>12</b>	<b>Correction of Errors</b>
12.1	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"><li>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;</li><li>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</li><li>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.</li></ul>
12.2	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.
<b>13</b>	<b>Conversion to Single Currency</b>
13.1	The tender prices have to be in Indian Rupees.
<b>14</b>	<b>Evaluation and Comparison of Price Proposals</b>

14.1	The owner will evaluate and compare only the tenders determined to be substantially responsive.
14.2	In evaluating the tenders, the owner will determine for each tender the evaluated tender Price by adjusting the tender price as follows: 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.
14.3	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.
14.4	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.
14.5	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.
14.6	Comparison of tenders will only be between tenders which conform fully to the Specifications and the tender documents.
<b>15</b>	<b>Award</b>
15.1	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. <b>Lowest tender price is not the only criteria for awarding a contract of work.</b>
<b>16</b>	<b>Owner's Right to Accept any Tender and Reject any or All Tenders</b>
16.1	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.
<b>17</b>	<b>Notification of Award</b>
17.1	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").
17.2	The notification of award will constitute the formation of the contract.
17.3	Upon furnishing by the successful bidder of a acceptance of LoI, owner will promptly

	notify the other bidders that their tenders have been unsuccessful.
<b>18</b>	<b>Corrupt or Fraudulent Practices</b>
18.1	<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>
<b>19</b>	<b>Acceptance of tender</b>
19.1	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.
<b>20</b>	<b>Taxes and Insurances</b>
20.1	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 , to keep the Owner indemnified of any claims from whomsoever.
<b>21</b>	<b>Change of Address</b>
21.1	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 acknowledgment thereof.
<b>22</b>	<b>Deductions / Recovery of Tax</b>
22.1	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.
<b>23</b>	<b>Bar Chart and Activity Schedule</b>
23.1	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.
<b>24</b>	<b>Eligible Bidders</b>

24.1	<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"><li>a) The bidder should have at least <b>3 years experience</b> in carrying out similar types of work;</li><li>b) The bidder should have completed at least Five <b>(5) contract</b> of a similar nature during the <b>past 3 (Three) years</b>.</li><li>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.</li></ul>
24.2	<p>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.</p>
24.3	<p>Audited balance sheets for the <b>last 3 years</b> shall be submitted. The applicant must demonstrate the current soundness of his financial position and indicate his prospective long-term profitability.</p>
<b>24.4</b>	<b>Bidders must fill up the details in the format provided with tender documents for prequalification criteria.</b>
24.5	<p>A bidder shall not be eligible for tender, if he/she 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.</p>
<b>25</b>	<b>Eligible Materials, Equipment and Services</b>
25.1	<p>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.</p>
<b>26</b>	<b>Qualification of the Bidder</b>
26.1	<p>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.</p>
26.2	<p>Tenders submitted by a firms as partners shall comply with the following documents:</p> <ul style="list-style-type: none"><li>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;</li><li>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;</li></ul> <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</p>

	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.
26.3	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.
<b>27</b>	<b>One Tender per Bidder</b>
27.1	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.
<b>28</b>	<b>Cost of Tender</b>
28.1	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.
<b>29</b>	<b>Content of Tender Documents</b>
29.1	<p>The tender documents are those stated below, and should be read in conjunction with any Addenda issued.</p> <p><b><u>Part - II : Technical Bid</u></b></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&amp; Interpretation</p> <p>Section VII : General Conditions of Contract</p> <p>Section VIII : Pre-Qualification information Forms</p> <p>Section IX : Floor Plan of the proposed venue at Udupi</p> <p>Section X : Requirement of Jewellery Training Centre at Udupi</p> <p><b><u>Part III : Financial Bid( to be filled in by Bidder)</u></b></p> <p>Part-A :Proposed Design of Jewellery Training Centre</p> <p>Part-B :Format to fill up Interior designing &amp; Execution fees</p>
29.2	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 <b>substantially responsive</b> to the requirements of the tender documents will be rejected.
29.3	The tender document should contain copy of any addenda, amendment issued.
<b>30</b>	<b>Clarification of Tender Documents</b>
30.1	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.
<b>31</b>	<b>Amendment of Tender Documents</b>
31.1	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.
31.2	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.
31.3	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.
<b>32</b>	<b>Interpretation of Document</b>
33.1	The interpretation of the document shall be as per <b>General Conditions of Contract</b> .
<b>34</b>	<b>Language of Tender</b>
34.1	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.
<b>35</b>	<b>Filling of Tender Document</b>
35.1	The tender submitted by the bidder shall comprise the following: tender Form and Appendix to tender; 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.
35.2	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. <b>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.</b>
<b>36</b>	<b>All rates shall be quoted in both figures and words in the designated locations</b>
<b>37</b>	<b>All rates shall be quoted in Indian Rupees</b>
37.1	The rates quoted by the bidder shall be inclusive of GST and all other duties, taxes and other levies
37.2	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.
37.3	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.

<b>38</b>	<b>The Bidder shall fill up all the qualification information required</b>
<b>38.1</b>	<b>Tender Prices</b>
	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
38.2	Bidders shall price in the manner and detail called for in price bid. The bidders shall fill in rates and prices for works under scope and no alteration or addition shall be made to the schedule by the bidders. Quoted rates must be in Price bid 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.
38.3	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.
<b>39</b>	<b>Alternative Proposals by Bidders</b>
39.1	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.
<b>40</b>	<b>Pre-Bid Meeting</b>
40.1	The bidder or his official representative may attend a pre-tender meeting which will take place based on requirement with prior appointment on or before 10/08/2017 address and location mentioned in <b>Invitation for Tender</b>
40.2	The purpose of the meeting will be to clarify issues and to answer questions, <b>which have been submitted by bidders in writing before the pre-bid meeting and any queries raised by the participants during the pre-bid meeting.</b>
40.3	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.
40.4	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.
40.5	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 & Supervision 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 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).

- 1.4 “Engineer” shall mean the Project Officer / Project Engineer / authorized representative, who is appointed / nominated by the **Architect** to supervise and be in-charge of the work at Architect's office.

- 1.5 “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.

- 1.6 “Contract” means these General Conditions, the special conditions, the specification, the drawings, 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).

- 1.7 “Contract price” means the sum stated in the Letter of Acceptance as payable to the Architect for the Designing & Supervision of the works and the remedying of any defects therein in accordance with the provision of the contract.

- 1.8 “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).

- 1.9 “Drawing” shall mean, collectively, the drawings referred to in the contract and also altogether new and / or such supplementary drawing as the Architect may issue from time to time as also received drawings.
- 1.10 “Bill of Quantities” means the priced and completed bill of quantities forming part of the tender.
- 1.11 “Month” shall mean calendar month.
- 1.12 “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.
- 1.13 “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.
- 1.14 “Letter of Intent / Acceptance” shall mean owner’s letter conveying his of the acceptance tender.
- 1.15 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.
- 1.16 “Supervision” will mean the supervise the interior work during work in progress at proposed site fir maintaining the quality of the work.
- 1.17 “Time of Completion” means the time for completing the Designing & preparation of the Estimated BoQ and tenders for appointment of contractor or any section or part thereof as stated in the Contract (or as extended by the owner) calculated from the commencement date.
- 1.18 “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.
- 1.19 “Day” means calendar day.
- 1.20 “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**

<b>1</b>	<b>Price Escalation</b>
1.1	The rates quoted shall be firm and no escalation in prices shall be paid to the bidder on account of any reasons.
<b>2</b>	<b>Time Period</b>
2.1	Time is the essence of contract. The work should commence with immediate effect on issue of LOI and completed within stipulated 21 days from the date of issue of LoI
<b>3</b>	<b>Time Extension</b>
3.1	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 owner entitle the bidder for extension of time, such extension may be granted without releasing bidder from any of his obligations.
3.2	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.
<b>4</b>	<b>Engineer / Architect's Representative</b>
4.1	<b>Duties and Authority</b> (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 (c) He will be the one point contact as architect's representative for owner/PMC for the proposed work.
<b>5</b>	<b>Engineer</b>
5.1	The engineer shall be appointed by and be responsible to the Architect and shall carry out such duties and exercise such authority as may be delegated to him by the Architect.
<b>6</b>	<b>Billing and Payments</b>
6.1	On acceptance of Letter of Intent 15%
6.2	On Signing of agreement 10%
6.3	On Submission of Final floor plan, working drawings required for execution of the projects, tender document for contractor along with estimated BoQ & its estimated cost. 50%
6.4	On issuance of completion certificate 25%
<b>7</b>	<b>Statutory Obligations</b>
7.1	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.
7.2	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.
<b>8</b>	<b>Arbitration</b>
8.1	<p>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 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</p>

	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.
<b>9</b>	<b>Bidder to Provide Everything Necessary</b>
9.1	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.
<b>10</b>	<b>Scope of Contract</b>
10.1	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: >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.
10.2	The bidder shall forthwith comply such Instructions provided always all verbal instructions given to the bidder upon the works.
10.3	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.
10.4	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.
<b>11</b>	<b>Drawings and Schedule of Quantities</b>
11.1	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.
11.2	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 bidder.
11.3	The bidder will have to proceed with immediate effect 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.
11.4	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.
11.5	<b>Supplementary Drawings and Instructions</b> 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 routed through PMC
<b>12</b>	<b>To Define Terms and Explain Plans</b>
12.1	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.
12.2	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.
<b>13</b>	<b>Bidder's Address</b>
13.1	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.
<b>14</b>	<b>Independent Bidder</b>
14.1	Bidder agrees to perform this contract as an independent bidder and not as an employee or agent of the owner.
<b>15</b>	<b>Bidder's Supervision</b>
15.1	Bidder shall, 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. 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 communication from the owner, issue valid receipts for the same, engage labor or purchase materials and proceed with the work as required for speedy execution.
15.2	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.
<b>16</b>	<b>Supervision and Workmanship</b>
16.1	Bidder will engage/depute his own supervisory staff at the site of works as may be deemed fit from time to time. Bidder shall afford the supervisors every facility and assistance for examining works and materials, checking and measuring the works and materials.
16.2	Supervisors shall act as representatives of the bidder and shall have power to give notice to the contractor of any work or materials and such work shall be suspended or use of such materials shall be discontinued until the decision of the Principal architect/ owner/its representative is obtained.
16.3	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.
<b>17</b>	<b>Failure by Bidder to Comply with owners/Consultant Instructions</b>
17.1	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.
<b>18</b>	<b>Measurement of Works</b>
18.1	Appointed contractor may from time to time intimate to the bidder & owner/consultant that he requires the works to be measured and the Bidder & owner/consultant shall arrange to send a qualified personnel or his representative in front of him such measurements shall be taken. Measurement sheet should be dully signed by the Contractor's representative ,bidder's representative & PMC'/owner' s representative
18.2	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.



<b>19</b>	<b>Other Persons Engaged by Owner</b>
19.1	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.
<b>20</b>	<b>Co-Lateral Work</b>
20.1	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.
20.2	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.
<b>21</b>	<b>Certificate of Final Completion</b>
21.1	The bidders has to issue a Certificate of Final Completion with respect to interiors works undertaken by appointed contractor and workmanship.
<b>22</b>	<b>Changes in Constitution</b>
22.1	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.
22.2	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.
<b>23</b>	<b>Safety, Damages to Persons and Property Insurance in Respect of the Owner</b>
23.1	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 contact excepting natural causes.
23.2	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, 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 contact
<b>24</b>	<b>Suspension</b>
24.1	<b>Suspension of Work</b> 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>(a) otherwise provided for in the contract, or</p> <p>(b) necessary by reason of some default of or breach of contract by the bidder or for which he is responsible, or</p> <p>(c) necessary by reason of climatic conditions on the site, or</p> <p>(d) necessary for the proper execution of the works or for the safety of the works</p> <p>or</p> <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.</p>
24.2	<p><b>Consultant's Determination Following Suspension</b></p> <p>Where the consultant shall after due consultation with the owner, determine any extension of time to which the bidder is entitled under and shall notify the bidder accordingly, with a copy to the owner.</p>
24.3	<p><b>Suspension Lasting More than 07 Days</b></p> <p>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, <b>within 03 days</b> 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.</p>
<b>25</b>	<b>Termination of Contract by Owner</b>
25.1	<p>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 <b>07 days</b> 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.</p>
25.2	> Has abandoned the Contract, or
25.3	>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
25.4	> 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

25.5	> 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.
25.6	When the contract is so terminated the bidder shall in no case whatsoever have any claim to compensation, for any loss sustained by him.
<b>26</b>	<b>Force Majeure</b>
26.1	<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"><li>➤ War or hostilities;</li><li>➤ Riot or civil commotion;</li><li>➤ Earth quake, flood, fire or other natural disasters;</li><li>➤ Denial of the use of any Railway, Port, Airport, shipping service or other means of public transport;</li><li>➤ Strike or lockout or other industrial action by workers or Owners.</li><li>➤ 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.</li></ul>
26.2	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.
26.3	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 the presence of the consultant to decide the course of action to be followed.
<b>27</b>	<b>Quality of Work</b>
27.1	<b>Work to be in Accordance with Contract</b>
	The bidder shall supervise the execution of the work 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
<b>28</b>	<b>Alterations, Additions and Omissions</b>
28.1	<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"><li>(a) increase or decrease the quantity of any work included in the contract,</li><li>(b) omit or include any such work</li><li>(c) change the character or quality or kind of any such work,</li><li>(d) change the levels, lines, position and dimensions of any part of the works,</li></ul>

	<p>(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> <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>
28.2	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.
<b>29</b>	<b>Certificates and Payments</b>
29.1	<b>Place of Payment</b> 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.
29.2	<b>Discharge</b> 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 Bidders to PMC towards interior works undertaken by appointed contractor.
29.3	<b>Final Certificate / Work Completion Certificate</b> 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.
<b>30</b>	<b>Corruption</b>
30.1	<b>Bribes</b> 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.

**SECTION- VIII**  
**QUALIFICATION INFORMATION FORMS****Contents**

<b>Form Number</b>	<b>Particulars</b>
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	Availability of Equipment

**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 & Supervision of interior work of Jewellery Training Centre cum Common Facility Centre at Udupi

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.

We are pleased to submit the following towards the same.

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

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.	
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	
	GST ,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)	
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 (Designing & Supervision Work only) for the following years	
Year	Turnover (in Rs.)
2013-14	
2014-15	
2015-16	
Average of last three years	
2016-2017 (projected)	

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

**(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		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 work	Actual date of work completion	Evidence provided from client
1	2		3	4	5	6	7	8

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.

<b>Sr. No.</b>	<b>Name of the Employee</b>	<b>Designation</b>	<b>Qualifications</b>	<b>Total Experience</b>	<b>Expertise/ Skill set</b>
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:

<b>Sr. No.</b>	<b>Particulars</b>	
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 \_\_\_\_\_ 2017

Signature  
(Company Seal)

\_\_\_\_\_

**To be signed by:**

**Authorised Signatory with name and designation**

**Form No.08 : Details of Machinery/Equipment/Printers/Workshop**

a) Details of Machinery/Equipment/Printers

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

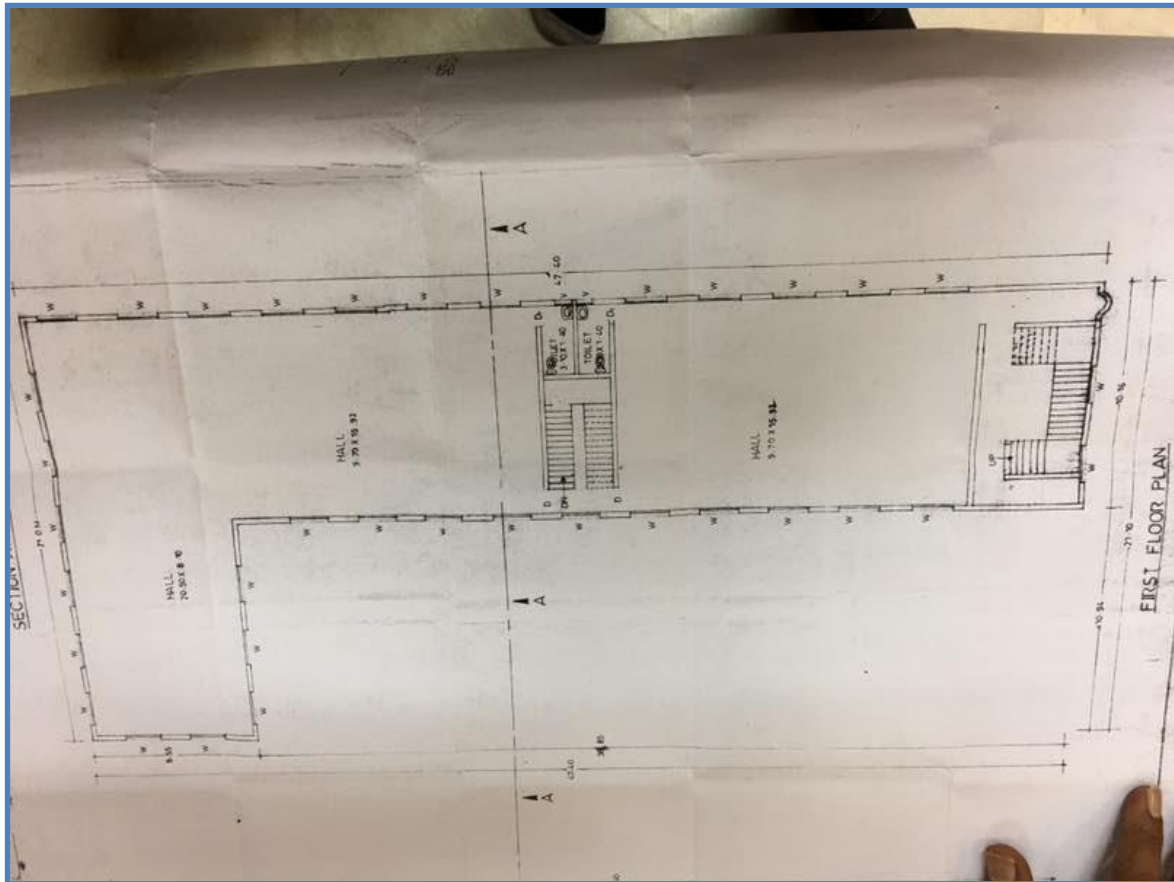
b) Details of the workshop(If any)

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**SECTION:IX**

**FLOOR PLAN OF THE PROPOSED VENUE**

**FLOOR PLAN OF THE PROPOSED VENUE**



## SECTION:X

### Requirement of the Jewellery Training Centre at Udupi

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

Sr. No.	Name of Dept.	Approx. sq.ft.	Planned Activity	Expected requirement
01	Jewellery Design	400 Sq.ft	Training on Jewellery Design manual will be imparted.	Furnitures: Faculty Table, Chair, Student table, Chairs ,Design Display softboard , Cabinet etc. White board, Projector Cabling for Access Control, CCTV, Intercom, Smoke Detector, Fire extinguisher, Hooter, response indicator, Air Conditioner, Lighting fixtures, machinery, carpet(if required),
02	CAD Based Jewellery Design	300 Sq.ft	Training on CAD will be imparted	Machinery: Compurets, UPS,Projector, White Board Furniture: Computers tables, Chairs, Faculty Table, Faculty Chair,Cabinet,Soft Boards Cabling for Access Control, CCTV, Intercom, Smoke Detector, Fire extinguisher, Hooter, response indicator, Air Conditioner, Lighting fixtures, machinery, carpet(if required),
03	Class Room	300 Sq.ft	Meeting/Class room teaching.	Machinery: Projector, Screen, Laptop/Computers, Interactive Board Furniture (Conference table,Chair, carpet , Cabinet etc. Cabling for Access Control, CCTV, Intercom, Smoke Detector, Fire extinguisher, Hooter, response indicator, Air Conditioner, Lighting fixtures, machinery ,PA system

04	Reception & Counselling	300 Sq.ft	Sitting area for Client/Students	Furniture&Fixtures , Cabinet etc. Cabling for Access Control, CCTV, Intercom, Smoke Detector, Fire extinguisher, Hooter, response indicator, Air Conditioner, Lighting fixtures,LCD TV,Computer, Printer, Consol etc.
05	Library	100 Sq.ft	Storage of books	Cupboard, Computers etc.
06	Project In-Charge cabin	100Sq. 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	Staff room	100 Sq.ft	Sitting for staff	Centre Table, Chairs, AC, CCTV etc.
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.
09	Jewellery Manufacturing & Casting	400+200	Training to be imparted	Vulcaniser & its accessories Wax Injector-Manual Automatic Wax Injector Burn Out Furnace Metal Mould Injector machine & Vulcaniser3 In One casting Machine(Indigious) Invest mixing machine Sprue Grinding Machine Pneumatic Sprue Cutter Melting Furnace Lapping Machine Buffing & Polishing machine( 2 station) Ultrasonic-05(6ltr), Magnetic Polisher-02, Steam Cleaner-02, ,Rhodium Weighing Balance Plating & Pen Plating Dewaxer Compressor Water Jet Shot making machine Enameling Furnace Casting Machine( Imported)* Furniture: Tables for sitting,



				Kadappa Platforms, Electrical: machinery wiring Exhaust fan, Fume exhaust, Plumbing lines, water connection etc.
10	Jewellery Making	300	Jewellery Making training will be imparted	Bench, (15), Chairs Foredom motor, hand-piece, hammer, jewellery torch, ( 50) Assorted tools like engraver, Burs, Cups, Files etc.( 25 Set), Buffing Machine,(5 Nos.) Wire Drawing m/c., Rolling- (Manual& Motorised), Press, Jigs & fixtures, Light & Light stand, Micro motor, Digital wax melting pot, Sprue grinding machine, Waxer pen, wax soldering machine & Tool Kit Electrical: machinery wiring Exhaust fan, Fume exhaust, Plumbing lines, water connection etc.
11	RPT room	100		RPT machine, Bench ,Chair, Air conditioner, CCTV, EPABX, Cabinet for storage, Computer, LAN connection etc.
12	Server room	100		EPABX Panel, LAN Panel, Access control Panel, Electrical main line, switches etc. Exhaust is must.
13	Back Office	200	Accounting works	Table, Chairs, Computers, LAN, Printers, Fax etc.

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