



GOVERNMENT OF INDIA
Ministry of Health and Family Welfare
HSCC (India) Limited
(A Government of India Enterprise)
(Consultants & Engineers for Mega Hospitals & Laboratories)
Plot No.6(A), Block-E, Sector-1,NOIDA - 201301 (U.P.)

CAPACITY BUILDING PROJECT
INVITATIONS FOR BIDS (IFB)
NATIONAL COMPETITIVE BIDDING

Bid No.:HSCC/IFB/139/CBP/ FDA-INTERIOR/BU-1/07

Date: 19.07.2007

1. The Government of India has received a credit from the International Development Association for Reconstruction & Development towards the cost of FOOD DRUGS CAPACITY BUILDING Project and intends a part of the funds to cover eligible payments under the contracts for construction of works as detailed below. Bidding is open to all bidders from eligible source countries as defined in the *IBRD Guidelines for Procurement*. Bidders from India should, however, be registered with the Government of INDIA or other State Governments/Government of India, or State/Central Government Undertakings. **Bidders are advised to note the minimum qualification criteria specified in Clause 4 of the Instructions to Bidders to qualify for the award of the contract.**
2. The CHIEF GENERAL MANAGER (PG-I) HSCC (I) LTD FOR & ON BEHALF OF MINISTRY OF HEALTH & FAMILY WELFARE GOVT OF INDIA invites bids for the Execution of Civil & Interior works detailed in the table.

<u>SL. No.</u>	<u>Name of work</u>	<u>Approximate value of work (Rs.)</u>	<u>Bid security (Rs.)</u>	<u>Cost of Document</u>	<u>Period of completion</u>
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1.	Execution of Civil & Interior Works including Providing and Fixing furniture at FDA Bhavan, New Delhi.	260.00 lakh	5,20,000.00	3000.00	06 months
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3. Bidding documents (and additional copies) may be purchased from the office of HSCC (I) LTD E-6(A) SECTOR 1 NOIDA (UP) 201301 from 23.07.2007 to 22.08.2007 upto 12.00 Noon, for a non-refundable cost of document (three sets) as indicated, in the form of cash or Demand Draft on any Scheduled bank payable at NOIDA in favor of HSCC (I) Ltd Interested bidders may obtain further information at the same address. Bidding documents requested by mail will be dispatched by registered/speed post on payment of an extra amount of Rs 500.00 The HSCC (I) Ltd will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.
4. Bids must be accompanied by security of the amount specified for the work in the table below, drawn in favour of HSCC (I) LTD Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid.
5. Bids must be delivered to CHIEF GENERAL MANAGER (PG-I), HSCC (I) LTD., E-6(A), SECTOR-1, NOIDA-201301 on or before 14.00.hours on 22.08.2007 and will be opened on the same day at 15.00.hours, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.
6. A pre bid meeting will be held on 06.08.2007 at 11.00 hrs. for at the office of CHIEF GENERAL MANAGER (PG-I), HSCC (I) Ltd to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Clause 9.2 of 'Instructions to Bidders' of the bidding document.
7. Other details can be seen in the bidding documents.
8. The invitation for Bid (IFB) is also available on HSCC Web Site <http://www.hsccltd.com> for viewing.

Chief General Manager (PG-I)

**MINISTRY OF HEALTH & FAMILY WELFARE
(CAPACITY BUILDING PROJECTS)**

**TENDER
FOR
EXECUTION OF CIVIL & INTERIOR WORKS INCLUDING
PROVIDING AND FIXING FURNITURE AT FDA BHAVAN,
NEW DELHI**

TENDER DOCUMENT

Consisting of

SECTION 1:	INSTRUCTION TO BIDDERS
SECTION 2:	FORMS OF BIDS, QUALIFICATION INFORMATION & LETTER OF ACCEPTANCE
SECTION 3:	CONDITION OF CONTRACTS
SECTION 4:	CONTRACT DATA
SECTION 5:	SPECIFICATIONS
SECTION 6:	DRAWINGS
SECTION 7:	BILL OF QUANTITIES
SECTION 8:	FORMS OF SECURITY

JULY, 2007

HSCC (INDIA) LTD
(Consultants & Engineers for Mega Hospitals & Laboratories)
E-6(A), Sector-1, NOIDA (U.P.)-201 301(INDIA)

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TENDER NO. HSCC/IFB/139/CBP/FDA-INTERIOR/BU-1/07

GOVERNMENT OF INDIA

EXECUTION OF CIVIL & INTERIOR WORKS INCLUDING PROVIDING AND
FIXING FURNITURE AT FDA BHAVAN, KOTLA ROAD, NEW DELHI(CAPACITY BUILDING) PROJECT

AGREEMENT NO.

NATIONAL COMPETITIVE BIDDING**(CIVIL & INTERIOR WORKS)**

NAME OF WORK : EXECUTION OF CIVIL & INTERIOR
WORKS INCLUDING PROVIDING AND
FIXING FURNITURE AT FDA BHAVAN,
KOTLA ROAD, NEW DELHI

PERIOD OF ISSUE OF
BIDDING DOCUMENT : FROM 23.07.2007
TO 22.08.2007

TIME AND DATE OF
PRE-BID CONFERENCE : DATE 06.08.2007 TIME 11.00 HOURS

LAST DATE AND TIME FOR
RECEIPT OF BIDS : DATE 22.08.2007 TIME 14.00 HOURS

TIME AND DATE OF OPENING
OF BIDS : DATE 22.08.2007 TIME 15.00 HOURS

PLACE OF OPENING OF BIDS : HSCC (I) LTD., CORPORATE OFFICE
E – 6 (A) SECTOR -1
NOIDA (UP) 201301

OFFICER INVITING BIDS : CHIEF GENERAL MANAGER (PG-I)

INVITATION FOR BID

(IFB)

GOVERNMENT OF INDIA
CAPACITY BUILDING PROJECT

INVITATIONS FOR BIDS (IFB)

NATIONAL COMPETITIVE BIDDING

Date: 19.07.2007

Bid No.:HSCC/IFB/139/CBP/ FDA-INTERIOR/BU-1/07

1. The Government of India has received a credit from the International Development Association for Reconstruction & Development towards the cost of FOOD DRUGS CAPACITY BUILDING Project and intends a part of the funds to cover eligible payments under the contracts for construction of works as detailed below. Bidding is open to all bidders from eligible source countries as defined in the *IBRD Guidelines for Procurement*. Bidders from India should, however, be registered with the Government of INDIA or other State Governments/Government of India, or State/Central Government Undertakings. **Bidders are advised to note the minimum qualification criteria specified in Clause 4 of the Instructions to Bidders to qualify for the award of the contract.**
2. The CHIEF GENERAL MANAGER (PG-I) HSCC (I) LTD FOR & ON BEHALF OF MINISTRY OF HEALTH & FAMILY WELFARE GOVT OF INDIA invites bids for the Execution of Civil & Interior works detailed in the table.
3. Bidding documents (and additional copies) may be purchased from the office of HSCC (I) LTD E-6(A) SECTOR 1 NOIDA (UP) 201301 from 23.07.2007 to 22.08.2007 upto 12.00 Noon, for a non-refundable cost of document (three sets) as indicated, in the form of cash or Demand Draft on any Scheduled bank payable at NOIDA in favor of HSCC (I) Ltd Interested bidders may obtain further information at the same address. Bidding documents requested by mail will be dispatched by registered/speed post on payment of an extra amount of Rs 500.00 The HSCC (I) Ltd will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.
4. Bids must be accompanied by security of the amount specified for the work in the table below, drawn in favour of HSCC (I) LTD Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid.
5. Bids must be delivered to CHIEF GENERAL MANAGER (PG-I), HSCC (I) LTD., E-6(A), SECTOR-1, NOIDA-201301 on or before 14.00.hours on 22.08.2007 and will be opened on the same day at 15.00.hours, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.
6. A pre bid meeting will be held on 06.08.2007 at 11.00 hrs. for at the office of CHIEF GENERAL MANAGER (PG-I), HSCC (I) Ltd to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Clause 9.2 of 'Instructions to Bidders' of the bidding document.
7. Other details can be seen in the bidding documents.
8. The invitation for Bid (IFB) is also available on HSCC Web Site <http://www.hsccltd.com> for viewing.

TABLE

<u>Package No.</u>	<u>Name of work</u>	<u>Approximate value of work (Rs.)</u>	<u>Bid security (Rs.)</u>	<u>Cost of Document</u>	<u>Period of completion</u>
1	2	3	4	5	6
1.	Execution of Civil & Interior works including providing and fixing furniture at FDA Bhavan, New Delhi.	260.00 lakh	5,20,000.00	3000.00	06 months

Seal of office

SECTION 1: INSTRUCTIONS TO BIDDERS
(ITB)

Section 1: Instructions to Bidders

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A. General

1. Scope of Bid

- 1.1** The HSCC (I) LTD. FOR & ON BEHALF OF MINISTRY OF HEALTH & FAMILY WELFARE GOVT OF INDIA (referred to as Employer in these documents) invites bids for the execution of works (as defined in these documents and referred to as "the works") detailed in the table given in IFB. The bidders may submit bids for any or all of the works detailed in the table given in IFB.
- 1.2** The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.

2. Source of Funds

- 2.1** The Government of India has received a loan/credit from the International Bank for Reconstruction and Development/the International Development Association (hereinafter interchangeably called "the Bank") towards the cost of FOOD & DRUG CAPACITY BUILDING Project and intends to apply a part of the funds to cover eligible payments under the contract for the Works. Payments by the Bank will be made only at the request of the borrower and upon approval of the Bank in accordance with the *Credit Agreement*, and will be subject in all respects to the terms and conditions of that Agreement. Except as the Bank may specifically otherwise agree, no party other than the borrower shall derive any rights from the *Credit Agreement* or have any rights to the credit proceeds.
- 2.2** The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council, taken under Chapter VII of the Charter of the United Nations.

3. Eligible Bidders

- 3.1** This *Invitation for Bids* is open to all bidders from the eligible countries as defined under the *IBRD Guidelines for Procurement*. Any materials, equipment, and services to be used in the performance of the Contract shall have their origin in the eligible source countries.
- 3.2** All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Borrower to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.
- 3.3** Government-owned enterprises in the Employer's country may only participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Borrower or Sub-borrower.
- 3.4** Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with sub-clause 37.1.

4. Qualification of the Bidder

- 4.1** All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 4.2** In the event that Pre-qualification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award for Contract. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of date of bid submission. The update or confirmation should be provided in Section 2.

4.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section 2:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of construction / interior i/c furniture work performed for each of the last five years;
- (c) experience in works of a similar nature and size for each of the last five years, and details of works under way or contractually committed; and clients who may be contacted for further information on those contracts;
- (d) deleted;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) evidence of adequacy of working capital for this contract (access to line (s) of credit and availability of other financial resources);
- (h) authority to seek references from the Bidder's bankers;
- (i) information regarding any litigation or arbitration resulting from contracts executed by the Bidder in the last five years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute;
- (j) proposals for subcontracting components of the Works which in aggregate add to more than 20 percent of the Bid Price (*for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed; no vertical splitting of work for sub-contracting is acceptable*); and
- (k) the proposed methodology and program of construction including Environmental Management Plan, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

4.4 *Bids from Joint ventures are not acceptable*'.

4.5 A. **To qualify for award of the contract, each bidder in its name should have in the last five years i.e , 2002 – 2003, 2003 – 2004, 2004-2005, 2005-2006 & 2006-2007**

- (a) achieved, in at least two financial years, a minimum annual financial turnover (in all classes of civil engineering construction works / renovation works / interior works / providing and fixing furniture works) of Rs 520.00 LAKHS @ (usually not less than two times the estimated annual payments under this contract).
- b) satisfactorily completed (not less than 90% of contract value), as a prime contractor, at least **one similar work** of value not less than Rs 208.00 LAKHS @ (usually not less than 80% of estimated value of contract).

(c) Deleted. executed in any one year, the following minimum quantities of work:

- | | | |
|--|--|---------|
| - cement concrete (including RCC and PSC) | | |
| - earthwork in both excavation and embankment
(combined quantities) | | Deleted |

(d) The contractor or his identified sub-contractor should possess required valid electrical license for executing the building electrification works and should have executed similar electrical works totalling Rupees 2.40 lacs /- @ in any one year.

(e) Deleted

(@) at 2007 - 08 price level. Financial turnover and cost of completed works of previous years shall be given weightage of 5% per year based on rupee value to bring them to 2007 - 08 price level.

4.5 B. Each bidder should further demonstrate:

(a) Deleted. availability (either owned or leased or by procurement against mobilization advances) of the following key and critical equipment for this work:

- | | | |
|---------------|--|---------|
| Mixer | | |
| Weigh Batcher | | Deleted |
| Vibrator | | |
| Shuttering | | |

Based on the studies, carried out by the Engineer the minimum suggested major equipment to attain the completion of works in accordance with the prescribed construction schedule are shown in the above list. The bidders should, however, undertake their own studies and furnish with their bid, a detailed execution planning and methodology supported with layout and necessary drawings and calculations (detailed) as stated in clause 4.3 (k) above to allow the employer to review their proposals. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.

(b) availability for this work of a Project Manager with no less than five years' experience in execution of similar works and other key personal with adequate experience as required; and

(c) liquid assets and/or availability of credit facilities of no less than Rs 130.00 Lakhs in the format given in Section 2.

(Credit lines/letter of credit/certificates from Banks for meeting the funds requirement etc.)

4.5 C. To qualify for a package of contracts made up of this and other contracts for which bids are invited in the IFB, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

4.6 Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.5 (A) (d) above.

- 4.7 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

$$\text{Assessed Available Bid capacity} = (A*N*1.5 - B)$$

where

A = Maximum value of civil engineering / similar works executed in any one year during the last five years (updated to 2007-08 taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited.

B = Value, at 2007 - 08 price level, of existing commitments and on-going works to be completed during the next one year (period of completion of the works for which bids are invited)

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.

- 4.8 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

5. One Bid per Bidder

- 5.1 Each bidder shall submit only one bid for one contract. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

6. Cost of Bidding

- 6.1 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

7. Site visit

- 7.1 The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

8. Content of Bidding Documents

8.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 10:

Invitation for Bids

Section	1	Instructions to Bidders
	2	Forms of Bid and Qualification Information
	3	Conditions of Contract
	4	Contract Data
	5	Specifications
	6	Drawings
	7	Bills of Quantities
	8	Forms of Securities

8.2 Of the three sets of the bidding documents supplied, two sets should be completed and returned with the bid.

9. Clarification of Bidding Documents

9.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification which he received earlier than 15 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

9.2 Pre-bid meeting

9.2.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place at HSCC (I) LTD E-(6) SECTOR –1 NOIDA (UP) on 06.08.2007 at 11.00 hrs.

9.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

9.2.3 The bidder is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.

9.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.

9.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.

10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

C. Preparation of Bids

11. Language of the Bid

11.1 All documents relating to the bid shall be in the English language.

12. Documents comprising the Bid

12.1 The bid submitted by the bidder shall comprise the following:

- (a) The Bid (in the format indicated in Section 2).
- (b) Bid Security;
- (c) Priced Bill of Quantities;
- (d) Qualification Information Form and Documents;

and any other materials required to be completed and submitted by bidders in accordance with these instructions. The documents listed under Sections 2, 4 and 7 of Sub-Clause 8.1 shall be filled in without exception.

12.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract.

13. Bid Prices

13.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill Quantities submitted by the Bidder.

13.2 The bidder shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the **Bill of Quantities** alongwith total bid price (both in figures and words). *Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.* Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

13.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.

Note: *"Bidders may like to ascertain availability of excise/custom duty exemption benefits available in India to the contracts financed under World Bank loan/credits. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the employer will not compensate the bidder (contractor). Where the bidder has quoted taking into account such benefits, he must give all information required for issue of certificates in terms of such notifications as per form attached to the Qualification Information in the bid. To the extent the employer determines the quantity indicated therein are reasonable keeping in view the bill of quantities, construction programme and methodology, the certificates will be issued and no subsequent changes will be permitted. No certificate will be issued for items where no quantity/capacity of equipment is indicated in the statement. The bids which do not conform to the above provisions will be treated as non responsive and rejected. Any delay in procurement of the construction equipment /machinery/goods as a result of the above shall not be a cause for granting any extension of time."*

13.4 The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

14. Currencies of Bid and Payment

14.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

15. Bid Validity

15.1 Bids shall remain valid for a period not less than ninety days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

- 15.2** In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid except as provided in 15.3 hereinafter, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 16 in all respects.
- 15.3** In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), in the event that the purchaser requests and the Bidder agrees to an extension of the validity period, the contract price, if the Bidder is selected for award shall be the bid price corrected as follows :
- The price shall be increased by the factor of 4% per annum for each week or part of a week that has elapsed from the expiration of the initial bid validity to the date of issue of letter of acceptance to the successful Bidder.
- 15.4** Bid evaluation will be based on the bid prices without taking into consideration the above correction.
- 16. Bid Security**
- 16.1** The Bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in column 4 of the table of IFB for this particular work. This bid security shall be in favour of HSCC (I) LTD and may be in one of the following forms:
- a bank guarantee issued by a nationalized / scheduled bank located in India or a reputable bank located abroad in the form given in Section 8; or
 - Certified cheque, Bank draft or Letter of Credit in favour of HSCC (I) Ltd payable at NOIDA (U.P)/New Delhi
- 16.2** Bank guarantees issued as surety for the bid shall be valid for 45 days beyond the validity of the bid.
- 16.3** Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1 and 16.2 above shall be rejected by the Employer as non-responsive.
- 16.4** The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the bid validity period specified in Sub-Clause 15.1.
- 16.5** The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.
- 16.6** The Bid Security may be forfeited
- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
 - (b) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 27; or
 - (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) sign the Agreement; or
 - (ii) furnish the required Performance Security.

Alternative Proposals by Bidders

17.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered.

18. Format and Signing of Bid

18.1 The Bidder shall prepare one original and one copy of the documents comprising the bid as described in Clause 12 of these *Instructions to Bidders*, bound with the volume containing the Form of Bid, and clearly marked "**ORIGINAL**" and "**COPY**" as appropriate. In the event of discrepancy between them, the original shall prevail.

18.2 The original and copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 4.3. All pages of the bid where entries or amendments have been made shall be initialled by the person or persons signing the bid.

18.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

18.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

19. Sealing and Marking of Bids

19.1 The Bidder shall seal the original and copy of the Bid in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**". These envelopes (called as inner envelopes) shall then be put inside one outer envelope.

19.2 The **inner and outer** envelopes shall

(a) be addressed to the Employer at the following address:

CHIEF GENERAL MANAGER (PG-I)
HSCC (I) LTD E-6 (A)
SECTOR-1, NOIDA, U.P - 201301

(b) bear the following identification:

- Bid for EXECUTION OF CIVIL & INTERIOR WORKS INCLUDING PROVIDING AND FIXING FURNITURE AT FDA BHAVAN, KOTLA ROAD, NEW DELHI
Bid No. :HSCC/IFB/139/CBP/ FDA-INTERIOR/BU-1/07
- DO NOT OPEN BEFORE 22.08.2007 at 15.00 hrs.

19.3 In addition to the identification required in Sub-Clause 19.2, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 21.

19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

20. Deadline for Submission of the Bids

20.1 Bids must be received by the Employer at the address specified above no later than 14.00 hrs on 22.08.2007. In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received upto the appointed time on the next working day.

20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Late Bids

21.1 Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned unopened to the bidder.

22. Modification and Withdrawal of Bids

22.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 20.

22.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 18 & 19, with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate.

22.3 No bid may be modified after the deadline for submission of Bids.

22.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bid security pursuant to Clause 16.

22.5 Bidders may offer discounts to, or modify the prices of their Bids only by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

E. Bid Opening and Evaluation

23. Bid Opening

23.1 The Employer will open all the Bids received (except those received late), including modifications made pursuant to Clause 22, in the presence of the Bidders or their representatives who choose to attend at 14.00 hours on the date and the place specified in Clause 20. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

23.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened. Subsequently all envelopes marked "Modification" shall be opened and the submissions therein read out in appropriate detail.

23.3 The Bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to Clause 21. Bids [and modifications] sent pursuant to Clause 22 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned un-opened to bidders.

23.4 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.3.

24. Process to Be Confidential

24.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

25. Clarification of Bids

25.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of the unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27.

25.2 Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

25.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

26. Examination of Bids and Determination of Responsiveness

26.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents.

26.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

26.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

27. Correction of Errors

27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- (b) where there is a discrepancy between the unit and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

27.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub-Clause 16.6 (b).

28. Deleted

29. Evaluation and Comparison of Bids

- 29.1** The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 26.
- 29.2** In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause 27; or
 - (b) making an appropriate adjustments for any other acceptable variations, deviations; and
 - (c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 22.5.
- 29.3** The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.
- 29.4** The estimated effect of the price adjustment conditions under Clause 47 of the *Conditions of Contract*, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.
- 29.5** If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses 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. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 34 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

30. Deleted

F. Award of Contract

31. Award Criteria

- 31.1** Subject to Clause 32, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3, and (b) qualified in accordance with the provisions of Clause 4.
- 31.2** If, pursuant to Clause 12.2 this contract is being let along with other contracts, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently, taking into account any discounts offered by the bidders for the award of more than one contract.

32. Employer's Right to Accept any Bid and to Reject any or all Bids

- 32.1** Notwithstanding Clause 31, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the 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 Employer's action.

33. Notification of Award and Signing of Agreement

- 33.1** The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the

Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

33.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 34.

33.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and kept ready for signature of the successful bidder in the office of employer within 28 days following the notification of award along with the Letter of Acceptance. Within 21 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer.

33.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

34. Performance Security

34.1 Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced Bids in accordance with Clause 29.5 of ITB and Clause 52 of Conditions of Contract:

- a bank guarantee in the form given in Section 8; or
- Certified cheque/Bank draft, in favour of HSCC (I) LTD payable at NOIDA (UP)/New Delhi

34.2 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a Nationalized/Scheduled Indian bank or (b) by a foreign bank located in India and acceptable to the Employer or (c) by a foreign bank through a correspondent Bank in India [scheduled or nationalized].

34.3 Failure of the successful bidder to comply with the requirements of sub-clause 34.1 shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security, and any such other remedy the Employer may take under the contract, and the Employer may resort to awarding the contract to the next ranked bidder.

35. Advance Payment and Security

35.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the Contract Data.

36. Adjudicator

36.1 The Employer proposes that Mr. J.Sarup, Retired Director (Engineering) be appointed as Adjudicator under the Contract, at a daily fee of Rs 2000.00 plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by Indian Council of Arbitration at the request of either party.

37. Corrupt or Fraudulent Practices

37.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as Bidders/Suppliers/Contractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bank :

- (a) defines, for the purposes of this provision, the terms set forth below as follows :

- (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (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 bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
- (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;
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.

37.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 23.2 and sub-clause 59.2 of the Conditions of Contract.

SECTION 2: FORMS OF BID, QUALIFICATION INFORMATION AND LETTER OF ACCEPTANCE

Table of Forms:

- **CONTRACTOR'S BID**
- **QUALIFICATION INFORMATION**
- **LETTER OF ACCEPTANCE**
- **NOTICE TO PROCEED WITH THE WORK**
- **AGREEMENT FORM**

Contractor's Bid

Description of the Works: Construction of Central Food lab at Naxalbari (Indo-Nepal Border)
Including civil work, electrical work and HVAC work.

BID

To : Chef General Manager (PG I)

Address : HSCC (I) Ltd E – 6 (A) SECTOR –1 NOIDA UP- 201301

GENTLEMEN,

Having examined the bidding documents including addendum, we offer to execute the Works described above in accordance with the Conditions of Contract, Specifications, Drawings and Bill of Quantities accompanying this Bid for the Contract Price of _____ [in figures] (_____) [in letters].¹

The advance Payment required is: Rupees _____.

We accept the appointment of Mr. J.Sarup as the Adjudicator.

(OR)

We do not accept the appointment of _____ as the Adjudicator and propose instead that _____ be appointed as Adjudicator whose daily fees and biographical data are attached.

This Bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below :

<u>Name and address of agent</u>	<u>Amount</u>	<u>Purpose of Commission or gratuity</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state “none”)

3 To be filled in by the Bidder, together with his particulars and date of submission at the bottom of the Form of Bid.

We hereby confirm that this Bid complies with the Eligibility, Bid Validity and Bid Security required by the Bidding documents.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: _____

Name of Bidder : _____

Address : _____

Qualification Information

The information to be filled in by the Bidder in the following pages will be used for purposes of postqualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract.

1. For Individual Bidders

1.1 Constitution or legal status of Bidder
[Attach copy]

Place of registration: _____

Principal place of business: _____

Power of attorney of signatory of Bid
[Attach]

1.2 Total value of Civil Engineering construction work executed and payments received in the last five years (in Rs. LAKHS)

	2002 - 2003	β			
	2003 - 2004	_____	-		
	2004	_____	-		
2005 _____	2005 - 2006	_____	-		
	2006 - 2007	_____	-		

1.3.1 Work performed as prime contractor (in the same name) on works of a similar nature over the last five years. 2002-03, 2003-04, 2004-05, 2005-06 & 2006-07

<u>Project Name</u>	<u>Name of the Employer*</u>	<u>Description of work</u>	<u>Contract No.</u>	<u>Value of contract (Rs. Million)</u>	<u>Date of issue of work order</u>	<u>Stipulated period of completion</u>	<u>Actual date of completion*</u>	<u>Remarks explaining reasons for delay and work completed</u>

1.3.2 Quantities of work executed as prime contractor (in the same name and style) in the last five years: 2002-03, 2003-04, 2004-05, 2005-06, 2006-07

<u>Year</u>	<u>Name of the Work</u>	<u>Name of the Employer*</u>	<u>Quantity of work performed (cum) @</u>			<u>Remarks *</u>
			<u>Cement concrete (including RCC&PCC)</u>	<u>Masonry</u>	<u>E/works</u>	<u>(indicate contract Ref)</u>
2002 - 2003						
2003 - 2004						
2004 - 2005						
2005 - 2006						
2006 - 2007						

*Attach certificate(s) from the Engineer(s)-in-Charge

@The item of work for which data is requested should tally with that specified in ITB clause 4.5A(c).

β Attach certificate from Chartered Accountant.

1.4 Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. million)	Stipulated period of completion	Value of works* remaining to be completed (Rs. million)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

(B) Works for which bids already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. million)	Stipulated period of completion	Date when decision is expected	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

* *Attach certificate(s) from the Engineer(s)-in-Charge.*

1.5 Deleted. The following items of Contractor's Equipment are essential for carrying out the Works. The Bidder should list all the information requested below. Refer also to Sub Clause 4.3 (d) of the Instructions to Bidders.

<u>Item of equipment</u>	<u>Requirement</u>		<u>Availability proposals</u>			<u>Remarks (From whom to be purchased)</u>
	<u>No.</u>	<u>Capacity</u>	<u>Owned/leased/ to be procured</u>	<u>Nos/ capacity</u>	<u>Age/ condition</u>	
Mixer						
Weigh batcher		Deleted				
Shuttering						

- 1.6 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to Sub Clause 4.3 (e) and 4.5 (B) (b) of instructions to Bidders and Sub Clause 9.1 of the Conditions of Contract.

<u>Position</u>	<u>Name</u>	<u>Qualifications</u>	<u>Years of experience (general)</u>	<u>Years of experience in the proposed position</u>

- 1.7 Proposed subcontracts and firms involved. [Refer ITB Clause 4.3 (j)]

<u>Sections of the works</u>	<u>Value of Sub-contract</u>	<u>Sub-contractor (name and address)</u>	<u>Experience in similar work</u>

- 1.8 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporation), etc. List them below and attach copies.

- 1.9 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of support documents *[sample format attached]*.

- 1.10 Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

- 1.11 Information on litigation history in which the Bidder is involved.

<u>Other party(ies)</u>	<u>Employer</u>	<u>Cause of dispute</u>	<u>Amount involved</u>	<u>Remarks showing present status</u>

1.12 Statement of compliance under the requirements of Sub Clause 3.2 of the instructions to Bidders.

1.13 Proposed work method and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents. [Refer ITB Clause 4.1 and 4.3 (k)].

2. Joint Ventures - Deleted

3. Additional Requirements

3.1 Bidders should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the Bidders, if applicable.

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES –
CLAUSE 4.5 [B] [c] OF ITB**

BANK CERTIFICATE

This is to certify that M/s. is a reputed company with a good financial standing.

If the contract for the work, namely [funded by the World Bank] is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. to meet their working capital requirements for executing the above contract.

__ Sd. __

Name of Bank

Senior Bank Manager

Address of the Bank

(Name of the Project)

(Declaration regarding customs/excise duty exemption for materials/
construction equipment bought for the work)

(Bidder's Name and Address)

To:
(Name of the Employer)

Dear Sir:

Re: *[Name of Work]* -
Certificate for Import/Procurement of Goods/Construction Equipment

- We confirm that we are solely responsible for obtaining customs/excise duty waivers which we have considered in our bid and in case of failure to receive such waivers for reasons whatsoever, the Employer will not compensate us.
- We are furnishing below the information required by the Employer for issue of the necessary certificates in terms of the Government of India Central Excise Notification No. 108/95 and Customs Notification No. 85/99.

3. The goods/construction equipment for which certificates are required are as under:

Items	Make/ Brand Name	Capacity [where applicable]	Quantity	Value	State whether it will be procured locally or imported [if so from which country]	Remarks regarding justification for the quantity and their usage in works
Goods						
[a]	Not	Applicable				
[b]						
Construction Equipment						
[a]	Not	Applicable				
[b]						
[c]						
[d]						

- We agree that no modification to the above list is permitted after bids are opened.
- We agree that the certificate will be issued only to the extent considered reasonable by the Employer for the work, based on the Bill of Quantities and the construction programme and methodology as furnished by us alongwith the bid.
- We confirm that the above goods will be exclusively used for the construction of the above work and construction equipment will not be sold or otherwise disposed of in any manner for a period of five years from the date of acquisition.

Date: _____
Place: _____(Signature) _____
(Printed Name) _____
(Designation) _____
(Common Seal) _____

Letter of Acceptance
(letterhead paper of the Employer)

_____ [date]

To: _____ [name and address of the Contractor]

Dear Sirs,

This is to notify you that your Bid dated _____ for execution of the _____ [name of the contract and identification number, as given in the Instructions to Bidders] for the Contract Price of Rupees _____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Bidders¹ is hereby accepted by our Agency.

We accept/do not accept that Mr J.Sarup be appointed as the Adjudicator².

We note that as per bid, you do not intend to subcontract any component of work.

[OR]

We note that as per bid, you propose to employ M/s. _____ as sub-contractor for executing _____

[Delete whichever is not applicable]

You are hereby requested to furnish Performance Security, plus additional security for unbalanced bids in terms of ITB clause 29.5, in the form detailed in Para 34.1 of ITB for an amount of Rs. _____ within 21 days of the receipt of this letter of acceptance valid upto 28 days from the date of expiry of Defects Liability Period i.e. upto _____ and sign the contract, failing which action as stated in Para 34.3 of ITB will be taken.

We have reviewed the construction methodology submitted by you along with the bid in response to ITB Clause 4.3[k] and our comments are given in the attachment. You are requested to submit a revised Program including environmental management plan as per Clause 27 of General Conditions of Contract within 14 days of receipt of this letter.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

1 Delete "corrected and" or "and modified" if only one of these actions applies. Delete "as corrected and modified in accordance with the Instructions to Bidders" if corrections or modifications have not been effected.

2 To be used only if the Contractor disagrees in his Bid with the Adjudicator proposed by the Employer in the "Instructions to Bidders."

Issue of Notice to proceed with the work

(letterhead of the Employer)

_____ (date)

To

_____ (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite security as stipulated in ITB clause 34.1 and signing of the contract agreement for the construction of _____ @ a Bid Price of Rs. _____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of
signatory authorized to sign on
behalf of Employer)

Agreement Form

Agreement

This agreement, made the _____ day of _____ 20_____,
between _____
_____ [name and address of Employer]
(hereinafter called “the Employer”) of the one part and _____

_____ [name and address of contractor] (hereinafter called
“the Contractor”) of the other part.

Whereas the Employer is desirous that the Contractor execute _____

_____ [name and
identification number of Contract] (hereinafter called “the Works”) and the Employer has accepted the Bid by the
Contractor for the execution and completion of such Works and the remedying of any defects therein, at a contract
price of Rs.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - i) Letter of Acceptance;
 - ii) Notice to proceed with the works;
 - iii) Contractor’s Bid;
 - iv) Contract Data;
 - v) Conditions of contract (including Special Conditions of Contract);
 - vi) Specifications;
 - vii) Drawings;
 - viii) Bill of Quantities; and
 - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said _____

in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____

SECTION 3: CONDITIONS OF CONTRACT

Conditions of Contract

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Clauses 24 and 25. The name of the Adjudicator is defined in the Contract Data.

Bill of Quantities means the priced and completed **Bill of Quantities** forming part of the Bid.

Compensation Events are those defined in Clause 44 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Engineer in accordance with Sub Clause 55.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

The **Engineer** is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the execution of the works and administering the Contract.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

Site Investigation Reports are those which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Engineer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about the Conditions of Contract.
- 2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- (1) Agreement
 - (2) Letter of Acceptance, notice to proceed with the works
 - (3) Contractor's Bid
 - (4) Contract Data

- (5) Conditions of Contract including Special Conditions of Contract
- (6) Specifications
- (7) Drawings
- (8) **Bill of Quantities** and
- (9) any other document listed in the Contract Data as forming part of the Contract.

3. Language and Law

3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Engineer's Decisions

4.1 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

5.1 The Engineer may delegate any of his duties and responsibilities to other people except to the Adjudicator after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

7.1 The Contractor may subcontract with the approval of the Engineer but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors. The Contractor shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

9. Personnel

9.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

9.2 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's Risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks

11.1 The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in the Employer's country, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

12. Contractor's Risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
- (d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Engineer.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports

14.1 The Contractor, in preparing the Bid, shall rely on any site Investigation Reports referred to in the Contract Data, supplemented by any information available to the Bidder.

15. Queries about the Contract Data

15.1 The Engineer will clarify queries on the Contract Data.

16. Contractor to Construct the Works

16.1 The Contractor shall construct and install the Works in accordance with the Specification and Drawings, and as per instructions of Engineer.

17. The Works to Be Completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

18. Approval by the Engineer

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for design of Temporary Works.

18.3 The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Engineer which comply with the applicable laws where the Site is located.

23.2 The Contractor shall permit the bank to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Bank, if so required by the Bank.

24. Disputes

- 24.1** If the Contractor believes that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Engineer's decision.

25. Procedure for Disputes

- 25.1** The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 25.2** The Adjudicator shall be paid daily at the rate specified in the Contract Data together with reimbursable expenses of the types specified in the Contract Data and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
- 25.3** The arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

26. Replacement of Adjudicator

- 26.1** Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not fulfilling his functions in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the Contract Data at the request of either party, within 14 days of receipt of such request.

B. Time Control

27. Program

- 27.1** Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Program including Environmental Management Plan showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecast.
- 27.2** An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 27.3** The Contractor shall submit to the Engineer, for approval, an updated Program at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
- 27.4** The Engineer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

28. Extension of the Intended Completion Date

- 28.1** The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.

28.2 The Engineer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

29. Deleted

30. Delays Ordered by the Engineer

30.1 The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

31. Management Meetings

31.1 Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

31.2 The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

32. Early Warning

32.1 The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

32.2 The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

C. Quality Control

33. Identifying Defects

33.1 The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

33.2 The contractor shall permit the Employer's Technical auditor to check the contractor's work and notify the Engineer and Contractor of any defects that are found. Such a check shall not affect the Contractor's or the Engineer's responsibility as defined in the Contract Agreement.

34. Tests

34.1 If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

35. Correction of Defects

35.1 The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

35.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

36. Uncorrected Defects

36.1 If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

Note: Where in certain cases, the technical specifications provide for acceptance of works within specified tolerance limits at reduced rates, Engineer will certify payments to Contractor accordingly.

D. Cost Control

37. Bill of Quantities

37.1 The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the contractor.

37.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

38. Changes in the Quantities

38.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1% of Initial Contract Price, the Engineer shall adjust the rate to allow for the change.

38.2 The Engineer shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the Prior approval of the Employer.

38.3 If requested by the Engineer, the Contractor shall provide the Engineer with a detailed cost breakdown of any rate in the Bill of Quantities.

39. Variations

39.1 All Variations shall be included in updated Programs produced by the Contractor.

40. Payments for Variations

40.1 The Contractor shall provide the Engineer with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Engineer and before the Variation is ordered.

40.2 If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Engineer, the quantity of work above the limit stated in Sub Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in form of new rates for the relevant items of work.

40.3 If the Contractor's quotation is unreasonable (or if the contractor fails to provide the Engineer with a quotation within a reasonable time specified by the engineer in accordance with Clause 40.1), the Engineer may order the Variation and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the Variation on the Contractor's costs.

40.4 If the Engineer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

40.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

41. Cash flow forecasts

41.1 When the Program is updated, the contractor is to provide the Engineer with an updated cash flow forecast.

42. Payment Certificates

42.1 The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.

42.2 The Engineer shall check the Contractor's monthly statement and within 14 days certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in sub-clause 51(3) of the Contract Data (Secured Advance).

42.3 The value of work executed shall be determined by the Engineer.

42.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.

42.5 The value of work executed shall include the valuation of Variations and Compensation Events.

42.6 The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

43. Payments

43.1 Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made upto the date when the late payment is made at 8% per annum.

43.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

43.3 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

44. Compensation Events

44.1 The following are Compensation Events unless they are caused by the Contractor:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
- (b) The Employer modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.
- (c) The Engineer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
- (d) The Engineer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.

- (e) The Engineer unreasonably does not approve for a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effect on the Contractor of any of the Employer's Risks.
- (k) The Engineer unreasonably delays issuing a Certificate of Completion.
- (l) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

44.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Engineer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

44.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Engineer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Engineer shall adjust the Contract Price based on Engineer's own forecast. The Engineer will assume that the Contractor will react competently and promptly to the event.

44.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer.

45. Tax

45.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

46. Currencies

46.1 All payments shall be made in Indian Rupees.

47. Price Adjustment (DELETED)

47.1 Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given in the contract data:

- (a) The price adjustment shall apply for the work done from the start date given in the contract data upto end of the initial intended completion date or extensions granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.

- (b) The price adjustment shall be determined during each quarter from the formula given in the contract data.
- (c) Following expressions and meanings are assigned to the work done during each quarter:

R = Total value of work done during the quarter. It would include the amount of secured advance for materials paid for (if any) during the quarter, less the amount of the secured advance recovered, during the quarter. It will exclude value for works executed under variations for which price adjustment will be worked separately based on the terms mutually agreed.

47.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

48. Retention

48.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

48.2 On Completion of the whole of the Works half the total amount retained is repaid to the Contractor and half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

48.3 On completion of the whole works, the contractor may substitute retention money with an “on demand” Bank guarantee.

49. Liquidated Damages

49.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

49.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the over payment calculated from the date of payment to the date of repayment at the rates specified in Sub Clause 43.1.

50. Deleted

51. Advance Payment

51.1 The Employer shall make advance payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

51.2 The Contractor is to use the advance payment only to pay for Equipment, Plant and Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that

advance payment has been used in this way by supplying copies of invoices or other documents to the Engineer.

51.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance (mobilization and equipment only) payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, or Liquidated Damages.

51.4 Secured Advance:

The Engineer shall make advance payment in respect of materials intended for but not yet incorporated in the Works in accordance with conditions stipulated in the Contract Data.

52. Securities

52.1 The Performance Security (including additional security for unbalanced bids) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid until a date 28 days from the date of expiry of Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion.

53. Deleted

54. Cost of Repairs

54.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

55. Completion

55.1 The Contractor shall request the Engineer to issue a Certificate of Completion of the Works and the Engineer will do so upon deciding that the Work is completed.

56. Taking Over

56.1 The Employer shall take over the Site and the Works within seven days of the Engineer issuing a certificate of Completion.

57. Final Account

57.1 The Contractor shall supply to the Engineer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate, within 56 days of receiving the Contractor's revised account.

58. Operating and Maintenance Manuals

58.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

58.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

59. Termination

59.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

59.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Engineer;
- (b) the Engineer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Engineer is not paid by the Employer to the Contractor within 56 days of the date of the Engineer's certificate;
- (e) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (f) the Contractor does not maintain a security which is required;
- (g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
- (h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "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 bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

59.3 When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 59.2 above, the Engineer shall decide whether the breach is fundamental or not.

59.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

59.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

60. Payment upon Termination

60.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due

to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

60.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

61. Property

61.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

62. Release from Performance

62.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

63. Suspension of World Bank Loan or Credit

63.1 In the event that the World Bank suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made:

- (a) The Employer is obligated to notify the Contractor of such suspension within 7 days of having received the World Bank's suspension notice.
- (b) If the Contractor has not received sums due to it upon the expiration of the 28 days for payment provided for in Sub-Clause 43.1, the Contractor may immediately issue a 14-day termination notice.

64. Fraud and Corruption

64.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as Bidders, Suppliers, Contractors, and Consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution:
 - (ii) "fraudulent practice" means a representation or omission of factors in order to influence a procurement process or the execution of a contract;

- (iii) “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the borrower, designed to establish bid process at artificial, non competitive levels; and
 - (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (b) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or a beneficiary of the loan engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
 - (c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time; to be awarded a Bank-financed contract if at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract; and
 - (d) will have the right to require that Contractors to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.

F. Special Conditions of Contract

1. LABOUR :

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

2. COMPLIANCE WITH LABOUR REGULATIONS :

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.

- a) Workmen Compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are :
 - (i) Pension or family pension on retirement or death, as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) payment of P.F. accumulation on retirement/death etc.
- d) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

- e) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.
- f) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
- g) Payment of Wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- i) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/-per month or less. The bonus to be paid to employees getting Rs.2500/-per month or above upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/-per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- j) Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
- l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upto the establishment and back, etc.
- o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

- p) Factories Act 1948: The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

3. SUB-CONTRACTING (GCC Clause 7)

Please add the following as Clause 7.2:

The contractor shall not be required to obtain any consent from the employer for:

- a) the sub-contracting of any part of the Works for which the Sub-contractor is named in the contract;
- b) the provision of labour; and
- c) the purchase of materials which are in accordance with the standards specified in the Contract.

Beyond this if the contractor proposes sub-contracting any part of the work during execution of works, because of some unforeseen circumstances to enable him to complete the work as per terms of the contract, the Engineer will consider the following before according approval:

- The contractor shall not sub-contract the whole of the Works.
- The contractor shall not sub-contract any part of the Work without prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the contractor, his agents or workmen.
- The Engineer should satisfy whether (a) the circumstances warrant such sub-contracting; and (b) the sub-contractors so proposed for the Work possess the experience, qualifications and equipment necessary for the job proposed to be entrusted to them in proportion to the quantum of work to be sub-contracted.
- If payments are proposed to be made directly to that sub-contractor, this should be subject to specific authorization by the prime contractor so that this arrangement does not alter the contractor's liability or obligations under the contract.

4. ARBITRATION (GCC Clause 25.3)

The procedure for arbitration will be as follows :

- 25.3 (a) In case of Dispute or difference arising between the Employer and a domestic contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration.

(Note: 1. All bidders are expected to indicate clearly in the bid, if they proposed sub-contracting elements of the works amounting to more than 20 percent of the Bid Price. For each such proposal the qualification and the experience of the identified sub-contractor in the relevant field should be furnished alongwith the bid to enable the employer to satisfy himself about their qualifications before agreeing for such sub-contracting and include it in the contract. In view of the above, normally no additional sub-contracting should arise during execution of the contract.

2. However, [a] sub contracting for certain specialized elements of the work is not unusual and acceptable for carrying out the works more effectively; but vertical splitting of the works for subcontracting is not acceptable. [b] In any case, proposal for sub-contracting in addition to what was specified in bid and stated in contract agreement will not be acceptable if the value of such additional sub-contracting exceeds 25% of value of work which was to be executed by Contractor without sub-contracting.

3. Assignment of the contract may be acceptable only under exceptional circumstances such as insolvencies/liquidation or merger of companies etc.

- (b) In the case of dispute with a Foreign contractor the dispute shall be settled in accordance with provisions of UNCITRAL Arbitration Rules. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties, and shall act a presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding arbitrator shall be appointed by the Indian Council of Arbitration.
- (c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Indian Council of Arbitration, both in cases of the Foreign Contractor as well as Indian Contractor, shall appoint the arbitrator. A certified copy of the order of the Indian Council of Arbitration, making such an appointment shall be furnished to each of the parties.
- (d) Arbitration proceedings shall be held at NEW DELHI, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (f) Where the value of the contract is Rs.50 millions and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the Indian Council of Arbitration.
- (g) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings.

5. PROTECTION OF ENVIRONMENT:

Add the following as GCC Clause 16.2:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made thereunder, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

Salient features of some of the major laws that are applicable are given below :

The Water (Prevention and Control of Pollution) Act, 1974, This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

The Air (Prevention and Control of Pollution) Act, 1981, This provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any

solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

The Environment (Protection) Act, 1986, This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.

The Public Liability Insurance Act, 1991, This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.

6. LIQUIDATED DAMAGES:

Sub-clause 49.1:

Please substitute the last sentence with the following:

“Time is the essence of the contract and payment or deduction of liquidated damages shall not relieve the contractor from his obligation to complete the work as per agreed construction program and milestones or from any other of the contractor’s obligations and liabilities under the contract.”

7. Water Supply & Power Supply

The Contractor shall make his own arrangement for water supply at site for drinking as well as for construction Purposes at his own cost. The contractor shall also make his own arrangements for power supply at site for construction purpose & general use at his own cost.

8. Progress Photograph

The contractor shall supply three sets of colour prints of size 5”x7” (digital) and a CD of monthly progress of work. The photographs may be up to 100 nos per month as required by engineer.

9. Special Instruction

The contractor shall submit computerized bill as per format approved by the engineer and the computer maintained at site by the contractor shall be made available to HSCC as & when required . The computer shall be branded computer (HP/WIPRO/COMPAQ/HCL) of latest model/version along with UPS (APC/HP) with half an hour battery back up, required software’s and peripherals, HP Laser Jet printer 1000 series, PS2 mouse with Win ME/XP pre loaded and also one number computer table with chairs for exclusive use of HSCC and computer operator. The cost of the above is to be borne by the Contractor.

The contractor shall also provide at their own cost a well furnished temporary site office for consultant along with communication facility. The required office accommodation (90 sqm approx) with office furniture (Godrej make) office table 4 nos, chairs (1 no WT-726, 3 nos revolving + 8 nos visitor,s chairs), 1 nos steel almirah, two nos filling cabinets along with one refrigerator, toilet complete with soak pit, electricity & water supply points as directed by engineer along with office attendants. One point will be equipped with aquaguard. The cost of all monthly bills for water, electricity & phone with STD facility limited to Rs. 5000.00 per month will be borne by the contractor till defect liability period. The cost of maintenance of these items will also be borne by the contractor & is to be removed after completion of all obligations of the contractor under the contract including the defect liability period.

10. Compliance of Statutory Obligations

The contractor shall comply all the statutory obligations & obtain all required clearances to implement the project without any financial repercussion to HSCC/ Employer & ensure all follow up action with local authorities in this respect for smooth completion of the project.

SECTION 4: CONTRACT DATA

Contract Data

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract:

Clause Reference

- The Schedule of Operating and Maintenance Manuals [58]
- The Schedule of Other Contractors [8]
- The Schedule of Key Personnel [9]
- The Methodology and Program of Construction & Environmental Management Plan [27]
- The Schedule of Key and Critical equipment to be deployed on the work as per agreed program of construction [27]
- Site Investigation reports [14]

The Borrower is Government of India/_Ministry Of Health & Family Welfare

[1.1]

The World Bank means "IBRD "

[1.1]

and loan refers to an "IDA Credit"

The Employer is

Name: MINISTRY OF HEALTH & FAMILY WELFARE (1.1)

Address: NIRMAN BHAWAN, NEW DELHI

Name of authorized Representative: Mr. Debashis Panda, Joint Secretary

The Engineer is

(1.1)

Name: HSCC(I) Ltd

Address: HSCC (I) Ltd E-6 (A) SECTOR 1 NOIDA- U.P

Name of Authorized Representative: R.S.Raina, GENERAL MANAGER (PG-I)

The Adjudicator appointed jointly by the Employer and Contractor is:

*Name : _____ (1.1)

*Address : _____

(*to be filled in after the Adjudicator has been appointed)

The name and identification number of the Contract is

Execution of Civil & Interior Works including Providing and

Fixing Furniture at FDA Bhavan, Kotla Road, New Delhi

[1.1]

Bid No.:HSCC/IFB/139/CBP/ FDA-INTERIOR/BU-1/07

The Works consist of Execution of Civil work , Electrical work , Interior works including providing and fixing of furniture at FDA Bhavan, Kotla Road, New Delhi.. (1.1)

The start Date shall be the date of issue of notice to proceed with the work. (1.1)

The Intended Completion Date for the whole of the Works is 06 months with the following milestones: [17, 28]

Milestone dates:

<u>Physical works to be completed</u>	<u>Period from the date of issue of notice to proceed with the work</u>
Milestone 1 i.e. <u>Providing & fixing Furniture for Gr. & 1st Floors</u>	<u>03rd months.</u>
Milestone 2 i.e. <u>Providing & fixing Furniture for 2nd & 3rd Floors</u>	<u>05th months</u>
Milestone 3 i.e. <u>100 % work completed</u>	<u>06th months.</u>

The following documents also form part of the Contract: [2.3]

Amendment if any.

The Contractor shall submit a revised Program including Environmental Management Plan for the Works (in such form and detail as the engineer shall reasonably prescribe) within 15 days of delivery of the Letter of Acceptance. [27]

[This program should be in adequate detail and generally conform to the program submitted alongwith bid in response to ITB Clause 4.3 (k). Deviations if any from that should be clearly explained and should be satisfactory to the Engineer]

The Site Possession Dates shall be: [21]
Immediacy after issue of notice to proceed with the work.

The Site is located at FDA Bhavan, Kotla Road, New delhi. [1]
The Defects Liability Period is 365 days from the date of certification of completion of works. (where sectional completion certificate is issued this will apply from those dates for those sections). [35]

Insurance requirements are as under: [13]

		Minimum Cover for Insurance	Maximum deductible for Insurance
(i)	Works and Plant and Materials	260.00 lakhs	20,000.00
(ii)	Loss or damage to Equipment	5.0 lakhs	5000.00
(iii)	Other Property	2.0 lakhs(site office etc)	5000.00
(iv)	Personal injury or death insurance:	Rs 20.0 lakhs for 4 occurrence i.e. Rs 5.0 lakh for each occurrence at any given time	5000.00
	a) for other people;		
	b) for Contractor's Employees	In accordance with the requirements applicable to India	statutory

The following events shall also be Compensation Events: [44]

1. _____ Not applicable _____
2. _____ Not applicable _____
3. _____ Not applicable _____
4. _____ Not applicable _____

The period between Program updates shall be 90 days. [27]

The amount to be withheld for late submission of an updated Program shall be Rs 50000.00 [27]

The language of the Contract documents is English [3]

The law which applies to the Contract is the laws of Union of India [3]

The currency of the Contract is Indian Rupees. [46]

Fees and types of reimbursable expenses to be paid to the Adjudicator Rs 2000.00 per day plus lodging boarding and conveyance [25]

Appointing Authority for the Adjudicator Indian Council for Arbitration. [26]

The formula(e) for adjustment of prices are: (DELETED) [47]

R = Value of work as defined in Clause 47.1 of Conditions of Contract.

Adjustment for labour component (DELETED)

- (i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$$V_L = 0.85 \times P_1/100 \times R \times (L_i - L_o)/L_o$$

V_L = increase or decrease in the cost of work during the quarter under consideration due to changes in rates for local labour.

L_o = the average consumer price index for industrial workers for _____ centre for the quarter preceding the date of opening of Bids as published by Labour Bureau, Ministry of Labour, Government of India.

L_i = The average consumer price index for industrial workers for _____ centre for the quarter under consideration as published by Labour Bureau, Ministry of Labour, Government of India.

P_1 = Percentage of labour component of the work.

Adjustment for cement component (deleted)

- (ii) Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula.

$$V_c = 0.85 \times P_c/100 \times R \times (C_i - C_o)/C_o$$

V_c = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for cement

C_o = The all India average wholesale price index for cement for the quarter preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi

C_i = The all India average wholesale price index for cement for the quarter under consideration as published by Ministry of Industrial Development, Government of India, New Delhi

P_c = Percentage of cement component of the work

Adjustment for steel component (DELETED)

- (iii) Price adjustment for increase or decrease in the cost of steel procured by the Contractor shall be paid in accordance with the following formula:

$$V_s = 0.85 \times P_s / 100 \times R \times (S_i - S_o) / S_o$$

V_s = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for steel

S_o = The all India average wholesale price index for steel (Bars and Rods) for the quarter preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi

S_i = The all India average wholesale price index for steel (Bars and Rods) for the quarter under consideration as published by Ministry of Industrial Development, New Delhi

P_s = Percentage of steel component of the work

Note: For the application of this clause, index of Bars and Rods has been chosen to represent steel group.

Adjustment of Bitumen component (DELETED)

- (iv) Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

$$V_b = 0.85 \times P_b / 100 \times R \times (B_i - B_o) / B_o$$

V_b = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rate for bitumen.

B_o = The average official retail price of bitumen at the IOC depot at _____ on the day 30 days prior to date of opening of Bids.

B_i = The average official retail price of bitumen at IOC depot at _____ for the 15th day of the middle calendar month of the quarter under consideration.

P_b = Percentage of bitumen component of the work.

Adjustment of POL (fuel and lubricant) component (DELETED)

- (v) Price adjustment for increase or decrease in cost POL (fuel and lubricant) shall be paid in accordance with the following formula:

$$V_f = 0.85 \times P_f / 100 \times R \times (F_i - F_o) / F_o$$

V_f = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for fuel and lubricants.

F_o = The average official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC at _____ on the day thirty days prior to the date of opening of Bids.

F_i = The average official retail price of HSD at the existing consumer pumps of IOC at _____ for the 15th day of the middle calendar month of the quarter under consideration.

P_f = Percentage of fuel and lubricants component of the work.

Note: For the application of this clause, the price of High Speed Diesel oil has been chosen to represent fuel and lubricants group.

Adjustment for Plant and Machinery Spares component (DELETED)

- (vi) Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the Contractor shall be paid in accordance with the following formula:

$$V_p = 0.85 \times P_p / 100 \times R \times (P_i - P_o) / P_o$$

V_p = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for plant and machinery spares

P_o = The all India average wholesale price index for heavy machinery and parts for the quarter preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi

P_i = The all India average wholesale price index for heavy machinery and parts for the quarter under consideration as published by Ministry of Industrial Development, New Delhi

P_p = Percentage of plant and machinery spares component of the work

Note: For the application of this clause, index of Heavy Machinery and Parts has been chosen to represent the Plant and Machinery Spares group.

Adjustment of Local materials (DELETED)

- (vii) Price adjustment for increase or decrease in cost of local materials other than cement, steel, bitumen and POL procured by the contractor shall be paid in accordance with the following formula:

$$V_m = 0.85 \times P_m / 100 \times R \times (M_i - M_o) / M_o$$

V_m = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for local materials other than cement, steel, bitumen and POL.

M_o = The all India average wholesale price index (all commodities) for the quarter preceding the date of opening of Bids, as published by the Ministry of Industrial Development, Government of India, New Delhi.

M_i = The all India average wholesale price index (all commodities) for the quarter under consideration as published by Ministry of Industrial Development, Government of India, New Delhi.

P_m = Percentage of local material component (other than cement, steel, bitumen and POL) of the work.

The following percentages will govern the price adjustment for the entire contract:

- | | | |
|----|----------------------------------|---------|
| 1. | Labour - P_l | _____ % |
| 2. | Cement - P_c | _____ % |
| 3. | Steel - P_s | _____ % |
| 4. | Bitumen - P_b | _____ % |
| 5. | POL - P_f | _____ % |
| 6. | Plant & Machinery Spares - P_p | _____ % |

7. Other materials - P_m — %

Total 100%

The proportion of payments retained (retention money) shall be 6% from each bill subject to a maximum of 5% of final contract price [48]

The liquidated damages for the whole of the works are Rs.5000.00 per day and that for the milestone are as under : [49]

For milestone 1	Rs 475.00 per day
For milestone 2	Rs 1000.00 per day
For milestone 3	Rs 3525.00 per day

The maximum amount of liquidated damages for the whole of the works is ten percent of final contract price. [49]

The amounts of the advance payment are: [51]

<u>Nature of Advance</u>	<u>Amount (Rs.)</u>	<u>Conditions to be fulfilled</u>
1. Mobilization	5% of the Contract price	On submission of un-conditional Bank Guarantee. (to be drawn before end of 20% of Contract period)
2. Equipment (This advance is not applicable for equipment already owned or hired/leased by the contractor.)	90% for new and 50% of depreciated value for old equipment. Total amount will be subject to a maximum of 5% of the Contract price.	After equipment is brought to site as per agreed construction program (provided the Engineer is satisfied that the equipment is required for performance of the contract) and on submission of unconditional Bank Guarantee for amount of advance.
3. Secured advance for non-perishable materials brought to site	75% of Invoice value or Market value - lower of the two.	a) The materials are in-accordance with the specification for Works; b) Such materials have been delivered to site, and are properly stored and protected against damage or deterioration to the satisfaction of the Engineer. The contractor shall store the bulk material in measurable stacks.; c) The Contractor's records of the requirements, orders, receipt and use of materials are kept in a form approved by the Engineer and such records shall be available for inspection by the Engineer; d) The contractor has submitted with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of valuation of the materials and providing evidence of ownership and payment thereof; e) Ownership of such materials shall be deemed to vest in the Employer for which the Contractor has submitted an Indemnity Bond in an acceptable format; and

- f) The quantity of materials are not excessive and shall be used within a reasonable time as determined by the Engineer.

(The advance payment will be paid to the Contractor no later than 15 days after fulfillment of the above conditions).

Repayment of advance payment for mobilization and equipment: [51]

The advance shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 15 percent of the Contract Price or 03 months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 15 percent of the amounts of all Interim Payment Certificates until such time as the advance has been repaid, always provided that the advance shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 28.

Repayment of secured advance:

The advance shall be repaid from each succeeding monthly payments to the extent materials [for which advance was previously paid pursuant to Clause 51.4 of G.C.C. and 51(3) of Contract Data on prepage] have been incorporated into the Works.

The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price: [52]

Performance Security for 5 per cent of contract price plus Rs. as additional security for unbalanced bids [*in terms of ITB Clause 29.5*].

The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in Section 8 of the Bidding Documents.

The date by which operating and maintenance manuals are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be. [58]

The date by which “as-built” drawings (in scale ...) in 2 sets are required is within 28 days of issue of certificate of completion of whole or section of the work, as the case may be. [58]

The amount to be withheld for failing to supply “as built” drawings and/or operating and maintenance manuals by the date required is Rs.50000.00 [58]

The following events shall also be fundamental breach of contract: [59.2]

1. The Contractor has contravened Sub-clause 7 of GCC read with SCC and Clause 9.0 of GCC
2. The contractor does not adhere to the agreed construction program (Clause 27 of GCC) and also fails to take satisfactory remedial action as per agreements reached in the management meetings (Clause 31) for a period of 60 days.
3. The contractor fails to carry out of the instructions of Engineer within a reasonable time determined by the Engineer in accordance with GCC Clause 16.1 and 23.1.

The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 20 percent. [60]

SECTION 5: SPECIFICATIONS
(ATTACHED SEPARATELY)

Specifications

(ATTACHED SEPARATELY)

SECTION 6: DRAWINGS

(ATTACHED SEPARATELY)

Drawings

(ATTACHED SEPARATELY)

SECTION 7: BILL OF QUANTITIES
(ATTACHED SEPARATELY)

Bill of Quantities (ATTACHED SEPARATELY)

Sl. No.	Description of item (with brief specification and reference to Book of specification)	Quantity	Unit	Rate		Amount
				In figures	In words	
Total Bid Price (in figures)						
(in words)						

Note:

- (1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the **Bill of Quantities** (refer: ITB Clause 13.2 and GCC Clause 43.3).
- (2) Unit rates and prices shall be quoted by the bidder in Indian rupee [ITB Clause 14.1].
- (3) Where there is a discrepancy between the rate in figures and words, the rates in words will govern. [ITB Clause 27.1(a)]
- (4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITB Clause 27.1 (b)].

SECTION 8: FORMS OF SECURITIES

Forms of Securities

Acceptable forms of securities are annexed. Bidders should not complete the Performance and Advance Payment Security forms at this time. Only the successful Bidder will be required to provide Performance and Advance Payment Securities in accordance with one of the forms, or in a similar form acceptable to the Employer.

Annex A:	Bid Security (Bank Guarantee)
Annex B:	Performance Bank Guarantee
Annex B1:	Performance Bank Guarantee for Unbalanced Items
Annex C:	Deleted
Annex D:	Bank Guarantee for Advance Payment

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____ [date] for the construction of _____ [name of Contract] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We _____ [name of bank] of _____ [name of country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [name of Employer] (hereinafter called "the Employer") in the sum of _____¹ for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 19____.

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;
- or
- (2) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid validity:
- (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
 - (c) does not accept the correction of the Bid Price pursuant to Clause 27;

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____² days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[signature, name, and address]

1 The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.

2 45 days after the end of the validity period of the Bid.

PERFORMANCE BANK GUARANTEE

To: _____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of guarantee]¹ _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee]¹ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until (i.e.) 28 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

1 An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

PERFORMANCE BANK GUARANTEE (for unbalanced items)

To: _____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of guarantee]¹ _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee]¹ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until (i.e.) 28 days from the date of issue of the certificate of completion of works.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

1 An amount shall be inserted by the Guarantor, representing additional security for unbalanced Bids, if any and denominated in Indian Rupees.

BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ *[name of Employer]*
_____ *[address of Employer]*
_____ *[name of Contract]*

Gentlemen:

In accordance with the provisions of the Conditions of Contract, subclause 51.1 ("Advance Payment") of the above-mentioned Contract, _____ *[name and address of Contractor]* (hereinafter called "the Contractor") shall deposit with _____ *[name of Employer]* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ *[amount of guarantee]*¹ _____ *[in words]*.

We, the _____ *[bank or financial institution]*, as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ *[name of Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding _____ *[amount of guarantee]*¹ _____ *[in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed thereunder or of any of the Contract documents which may be made between _____ *[name of Employer]* and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ *[name of Employer]* receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and seal: _____
Name of Bank/Financial Institution: _____
Address: _____
Date: _____

1 An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.

NCB – Civil Works – Document W-2 [Amendments for Joint Ventures]

In NCB contracts where it is proposed to permit JV [in the case of high value or specialized/complex works], the following corrections are to be incorporated in W-2

1. Instructions to Bidders (DELETED)

A. Insert Clause 4.4 as under :

4.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements :

- [a] the bid shall include all the information listed in Sub-clause 4.3 above;
- [b] the bid and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners;
- [c] one of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- [d] the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge;
- [e] all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under [c] above, as well as in the bid and in the Agreement [in case of a successful bid];
- [f] The joint venture agreement should indicate precisely the role of all members of JV in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project. All members of JV should have active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the employer;
- [g] The joint venture agreement should be registered in* so as to be legally valid and binding on partners; and
- [h] a copy of the Joint Venture Agreement entered into by the partners shall be submitted with the bid. Alternatively, a Letter of Intent to execute a joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement.

B. Substitute Clause 4.6 as under : DELETED

- 4.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of Sub-clause 4.5. However, for a joint venture to qualify, each of its partners must meet at least 50 percent of the minimum criteria set in Sub-clause 4.5 above and all the partners collectively must meet the criteria specified in Sub-clause 4.5 above in full. Failure to comply with this requirement will result in rejection of the joint venture's bid.

Sub-contractor's experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, except to the extent stated in Clause 4.5 [A] above.

- C. *In Sub-clause 5.1, insert words 'either individually or as a partner in a Joint Venture', at the end of the first sentence in Line 1.*

- D. *In sub-clause 16.3, add the following at the end :*

'The bid security of a joint venture must define as 'bidder' all joint venture partners and list them in the following manner : a joint venture consisting of '.....', '.....', and '.....'.

- E. *In sub-clause 34.2, add the following at the end :*

'The performance security of a Joint Venture shall be in the name of the joint venture.'

2. **Qualification Information (DELETED)**

Insert Clause 2 as under :

'2. Joint Ventures

- 2.1 The information listed in 1.1-1.12 above shall be provided for each partner of the joint venture.
- 2.2 The information in 1.13 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory[ies] of the bid authorizing signature of the bid on behalf of the joint venture..
- 2.4 Attach the agreement among all partners of the joint venture [and which is legally binding on all partners], which shows the requirements as indicated in sub-clause 4.4 of the Instructions to Bidders'. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement
- 2.5 Furnish details of participation proposed in the joint venture as below:

DETAILS OF PARTICIPATION IN THE JOINT VENTURE (DELETED)
(DELETED)

<i>PARTICIPATION DETAILS</i>	<i>FIRM 'A'</i> <i>(Lead Partner)</i>	<i>FIRM 'B'</i>	<i>FIRM 'C'</i>
Financial			
Name of the Banker(s)			
Planning			
Construction Equipment			
Key Personnel			
Execution of Work (Give details on contribution of each)			

3. General Conditions of Contract (DELETED)

- In sub-clause 51.1, add the following at the end :
‘The bank guarantee of a joint venture shall be in the name of the joint venture’.
- In sub-clause 52.1, add the following at the end :
‘The performance security of a joint venture shall be in the name of the joint venture’.
- In sub-clause 59.2 add the following after sub-clause (h)
 - (i) “The contractor (in case of joint venture) has modified the composition of the joint venture and/or the responsibility of each member of the joint venture from what is stated in joint venture agreement without prior approval of the Employer”.

4. Agreement Form (DELETED)

In para (4) insert (x) as additional item

- (x) Joint Venture Agreement.

TECHNICAL SPECIFICATIONS

CIVIL / INTERIOR WORKS

1.0 GENERAL :-

- 1.01 The specifications and mode of measurements for Civil and Plumbing works shall be in accordance with C.P.W.D. specifications 1996 Volumes I to VI.

Unless otherwise specified in the nomenclature of individual item or in the specifications, the entire work shall be carried out as per the C.P.W.D. specifications with upto date correction slips upto the date of opening of tender.

- 1.02 For the item not covered under CPWD Specifications mentioned above, the work shall be executed as per latest relevant standards/codes published by B.I.S. (formerly ISI) inclusive of all amendments issued thereto or revision thereof, if any, upto the date of opening of tenders.

- 1.03 In case of B.I.S. (formerly I.S.I) codes/specifications are not available, the decision of the Engineer based on acceptable sound engineering practice and local usage shall be final and binding on the contractor.

- 1.04 However, in the event of any discrepancy in the description of any item as given in the schedule of quantities or specifications appended with the tender and the specifications relating to the relevant item as per CPWD specifications mentioned above, or in drawings the former shall prevail.

- 1.05 In general the building floor to floor height is 3.7m unless specified otherwise in the drawing. The rates for different items of work shall be for up to 4.0 m floor to floor height at all levels, lifts, leads and depths of the building except where otherwise specified explicitly in the item of work or in special conditions appended with the tender. All works above the top most terrace (main) shall be paid under the level existing below(ie machine room, mumty etc)

- 1.06 The work shall be carried out in accordance with the architectural, structural, plumbing and electrical drawings etc. The drawings shall have to be properly co-related before executing the work. In case of any difference noticed between the drawings, final decision, in writing of the Engineer shall be obtained by the contractor. For items, where so required, samples shall be prepared before starting the particular items of work for prior approval of the Engineer and nothing extra shall be payable on this account.

- 1.07 All materials to be used on works shall bear I.S. certification mark unless specifically permitted otherwise in writing. In case I.S. marked materials are not available (not

produced), the materials used shall conform to I.S. code or CPWD specifications as applicable in this contract.

In such cases the Engineer shall satisfy himself about the quality of such materials and give his approval in writing. Only articles classified as "First Quality" by the manufacturers shall be used unless otherwise specified. All materials shall be tested as per provisions of the Mandatory Tests in CPWD specifications and the relevant IS specifications. The Engineer may relax the condition regarding testing if the quantity of materials required for the work is small. Proper proof of procurement of materials from authentic manufacturers shall be provided by the contractor to the satisfaction of Engineer. Grade of cement used shall be 43 unless otherwise specified explicitly. The contractor shall get the Design Mix for RCC done by the labs approved by HSCC only. Reinforcement Steel used shall be of FE-415 unless otherwise specified.

- 1.08 In respect of the work of the sub-agencies deployed for doing work of electrification, air-conditioning, external services, other building work, horticulture work, etc. for this project and any other agencies simultaneously executing other works, the contractor shall afford necessary coordination and facilities for the same. The contractor shall leave such necessary holes, openings, etc. for laying / burrying in the work pipes, cables, conduits, clamps, boxes and hooks for fan clamps, etc. as may be required for the electric, sanitary air-conditioning, fire fighting, PA system, telephone system, C.C.T.V. system, etc. and nothing extra over the agreement rates shall be paid for the same.
- 1.09 Unless otherwise specified in the bill of quantities, the rates for all items of work shall be considered as inclusive of pumping out or bailing out water if required for which no extra payment will be made. This will include water encountered from any source such as rains, floods, subsoil water table being high or due to any other cause whatsoever.
- 1.10 Any cement slurry added over base surface (or) for continuation of concreting for bond is added its cost is deemed to have in built in the item unless otherwise/explicitly stated and nothing extra shall be payable or extra cement considered with consumption on this account.
- 1.11 The rate for all items in which the use of cement is involved is inclusive of charges for curing.
- 1.12 The contractor shall clear the site thoroughly of all scaffolding materials and rubbish etc. left out of his work and dress the site around the building to the satisfaction of the Engineer before the work is considered as complete.
- 1.13 Rates for plastering work (excluding washed grit finish on external wall surfaces) shall include for making grooves, bands etc. wherever required and nothing extra shall be paid for the same.
- 1.14 The rates quoted for all brick/concrete work shall be deemed to include making openings and making good these with the same specifications as shown in drawings and/or as directed. No extra payment shall be made to the contractor on this account.
- 1.15 Rates for all concrete/plaster work shall include for making drip course moulding, grooves etc. wherever required and nothing extra shall be paid for the same.

- 1.16 The drawing(s) attached with the tender documents are for the purpose of tender only, giving the tenderer a general idea of the nature and the extent of works to be executed. The rates quoted by the tenderer shall be deemed to be for the execution of works taking into account the "Design Aspect" of the items and in accordance with the "Construction Drawings" to be supplied to the Contractor during execution of the works.
- 1.17 The quoted rate shall be for finished items and shall be complete in all respects including the cost of all materials, labour, tools & plants, machinery etc., all taxes, duties, levies, octroi, royalty charges, statutory levies etc. applicable from time to time and any other item required but not mentioned here involved in the operations described above. The quoted rate shall also include the cost of providing of vehicle (Ambassador or equivalent) in excellent working condition for official use of site staff of HSCC during project duration including the period of extension granted, if any, limited to 3000Km per month. In addition to this the contractor shall also provide suitable office accommodation including storage and furniture including maintenance for HSCC Staffs posted at site. The client/HSCC/Employer shall not be supplying any material, labour, plant etc. unless explicitly mentioned so.
- 1.18 The entire works shall be liable to be inspected by Chief Technical Examiner i.e. CTE/ CVC and ISO auditors. The contractor shall provide all necessary help required for in this connection. The contractor shall have to comply with the procedures/ observations/ suggestions of the CTE / ISO in respect of quality, specifications and workmanship in his scope of work, if any. No extra payment shall be made on this account. However any recovery arising out of the CTE's observation shall be borne by the contractor.
- 1.19 All the expenditure incurred towards payment to the local body for getting electrical/ power load, sewer line and water supply connection for Employer shall be reimbursed on production of proof of payment. The contractor shall be promptly extended all assistance in this connection.
- 1.20 Field testing arrangements along with two skilled and two unskilled manpower and equipment are to be made available and maintained at site by the contractor to carry out mandatory field tests as per CPWD specifications. The field tests shall be as listed in CPWD specifications and the equipments to be kept at site are Compressive strength testing machine, set of 6 Nos. of cube moulds of size 150 mm with temping rod, sieve sets for Coarse and Fine sand, cylindrical flask for testing silt content (2 Nos.), weighing balance with weights, equipment for testing initial and final setting time of cement and other apparatus required to fulfill the requirements of mandatory field tests as per CPWD norms.

2.00 Technical details and quality standards to be followed for chairs.

2.01 Material Requirements for All Revolving and Tubular Chairs.

Cushion Chairs Are Made Out Of Flexible Polyurethane Foam Molded To Have Consistent Hardness Of 20-24 Kg.

The polyurethane foam should be molded with density 45 +/- 2 kg/meter cube and hardness 20 +/- 2 kg on hardness machine at 25% compression.

Armrest of Chairs Is Made out Of Integral Skin Polyurethane Foam of Shore Hardness A-55-65 and Reinforced with MS insert except unless specified.

Gas Lift Mechanism For Height Adjustments Tested For 100000 Cycles Of Operation.

Chair Base Of The Pedestal Consists Of 5 Prongs Made Of 5 Mm Thick MS Plates.

Plastic Cladding Is Provided To Make The Pedestal Look Good Aesthetically. The MS Pedestal Should Be Tested For Load Bearing.

Twin Wheel Castors Are Made of Nylon and Should Be Tested to Carry a Load up to 82 Kgs on The Chair.

All Steel Components Should Be Powder Coated With the Following Specifications

Dry Film Thickness More Than 45 Microns.

Salt Spray Test to Withstand Corrosion.

Adhesion as Per Din 53152 Standards.

Scratch Hardness as Per Bs 3900/E2

Impact Test.

Pencil Scratch Test.

All manufacturers whose goods are supplied should have these testing facilities in their own premises.

Anti Rust Treatment to Be Followed For All Metal Components

The manufacturer should have anti rust treatment facilities for treating all metal components. The anti rust treatment shall comprise of Metal Components being dipped in sodium carbonate and alkaline phosphate to remove oil for 90 seconds at 60 degrees centigrade followed by Rinsing with water at normal temperature. The rinsed components are to be dipped in phosphoric acid solution at 45 degrees centigrade for 10 minutes minimum for de-rusting followed by Rinsing. Components shall undergo phosphating by dipping in phosphating tank Containing iron hydrogen phosphate dissolved in phosphoric acid at normal temperature for minimum 5 minutes followed by rinsing and finally Dipping components in chromic phosphates acid reducing agent chemical at temperature of 80 degree centigrade(+/-10%) for minimum period of 60 seconds.

3.00 Specifications For Materials And Processes To Be Used On Furniture.

3.01 Specifications For Steel Used In Chairs.

- Cold rolled steel for MS sheet shall have thickness ranging from 0.63mm to 2.0mm as per IS:513.
- Hot rolled steel for MS sheet shall have thickness ranging from 2.5mm to 3.15mm as per IS: 10748 Group I.
- MS ERW tubes used for tubular components should satisfy IS-7138.

3.02 Specification For Fabric To Be Used For Upholstery.

Material Type	Description/ Selection Criterion
100% Acrylic	For a Span of 1.2 Meters shall have weight 380-grams/ meters.
100% Polyester, fiber dyed	For a Span of 1.2 Meters shall have weight 330-grams/ meters.
100% poly Propylene	For a Span of 1.2 Meters shall have weight 230-grams/ meters.
Poly Propylene Super Bulk	For a Span of 1.2 Meters shall have weight 230-grams/ meters.

3.03 Plain Particle Board(Medium Density)

They are made up of three layers of particles (wood or any other Lingo- Cellulosic material) and resin mix (any adhesive conforming to IS:848-1974 or BWR.BWP type). The finer and thinner particles at the top and bottom and coarser and bigger particles for the core layer. The sizing material is paraffin wax dissolved in mineral spirit. Both surfaces of board are sanded to smooth finish and tolerance in board dimensions are +/- 5mm for all lengths and widths +/- 0.6 mm for thickness of boards up to 25 mm, and up to +/- 1.5 mm for boards above 25 mm. Tolerance of +/- 2mm per meter length of diagonal. The physical characteristics and test requirements conform to test as per IS 2380(1977)

3.04 Medium Density Fiber Boards

MDF boards are manufactured from suitable material as specified in IS 12406-1988. The grade and type is flat pressed single layer (Exterior grade solid board) and designated as IGSB (as per IS: 12406-1988). They are flat and of uniform thickness and density throughout the length and width. Both surfaces shall be sanded to smooth finish. Tolerance in board dimensions is +/- 5mm for all lengths and widths, +/-0.3mm for thickness up to 9mm and +/-0.5mm for above 9mm thickness of board, +/- 3mm per meter length of diagonal.

All physical characteristics and test requirements should be as per IS: 2380-1977.

3.05 Pre Laminated and Twin Particle Boards.

These particleboards are laminated on both sides by resin impregnated base papers, Each PLB/PLT contains particleboard, impregnated base paper layer, impregnated overlay and are of grade II type II designated as PLB-22. Finish of the paper overlaid boards unless specified will be matt (suede) textured. Tolerance on board dimensions for all lengths and widths +/-5mm thickness (up to 25mm) +/-0.5 mm length on diagonal 2.5 mm max. Physical characteristics and test requirements shall be as per IS:2380-1977.

3.06 Post formed Laminate Sheets.

The pos formed (high pressure decorative laminate) one side bearing 0.6 or 0.8 mm thick decorative conform to NEMA specification- ANSI/NEMA/LD-3-1991. Sheets are

available in shade, finish, and color pattern as mutually decided by the purchaser and supplier. They are rectangular and unless otherwise specified have square. Dimensional tolerance for an 8'x4' sheet in alt lengths and widths +/-4.0 mm (according to 1.25mm per meter) in thickness +/- 0.12mm. The physical characteristics and test requirements shall be as per NEME-LD-3-1991.

3.07 Sheets Decorative Laminated.

Decorative thermosetting synthetic resin bonded laminated sheets are used in 1.0mm thickness and are of type 1 with having one side bearing the decorative surface.

The finish, shade, color and pattern can be mutually decided by the purchaser and supplier. Sheets are rectangular and unless otherwise specified, have square edges. The dimensional tolerance in all lengths and widths is +/- 1.25 mm per meter, +/- 0.25mm in thickness +/-2mm per meter length of the diagonal. Physical characteristics and test requirements shall be as per appendix of IS: 1046-1969.

3.08 Epoxy Powder Coating.

Epoxy powder used for coating can be of a standard shade or as that required. The specific gravity of powder 1.6(+/-0.2) gives a DFT of 50-60 microns. Pencil Hardness of 2H. Cross hatch Adhesion (DIN 553151) or GT-'O' gloss @ 60 DIN 67530 of 80 +/- 5% for all standard except black, 45 +/-5 for black. It is able to withstand min 500 hour of salt spray test. Impact resistance of 150 kgcm.

4.00 LIST OF APPROVED MAKES : CIVIL WORKS

Sl.No.	MATERIALS	MANUFACTURERS
1.	G.I. Steel section as per IS 277-1985 Part I	: GYPSUM INDIA or equivalent
2.	Glass Reinforced Gypsum Board as per IS 2095-1982 - 12.5 mm thick fire line board	: Fire line board from GYPSUM INDIA or equivalent
3.	Aluminium Sections.	: Indal , Bhoruka, Hindalco, Jindal
4.	BBWR Grade PF Block Board as per IS 303 - 19mm & 25 mm (Pheneol formaldehyde borer free)	: CENTURY/ALPRO/DURO
5.	BBWR Grade Ply with commertial face veneer as per IS 303 - 4mm, 6mm, 9mm, 12mm (Pheneol formaldehyde, borer free)	: CENTURY/ALPRO/DURO
6.	Laminate as per IS 2046 1.5 mm/1.0mm/0.8mm	: MERINO/CENTURY/FORMICA/GREENLAM
7.	Clear Float Glass 8mm/10mm/12mm	: MODI FLOAT/ ASAHI FLOAT/SAINT GOBAIN
8.	Soft board 12mm (for pin ups)	: SITATEX / CELOTEX or EQUIVALENT
9.	Wood (Steam beach, White beach, Kiln seasoned Pine Wood/C.P./Ghana teak / Burma teak	: SELECT GRADE (America/ Europe) IMPORTED best Quality
10.	MDF Exterior grade as per ISO- 9000 & IS 12406 - 9mm/ 12mm/18mm/20mm/ 25mm	: NUWUD / DUROFINE / DURATUFF
11.	Decorative Veneer IS : 1328:1996 - 1.5mm thick veneer pressed on 3.0 mm ply-one side	: CENTURY /DURIAN / VENTURA/ DONEAR/DECOLAM

Sl.No.	MATERIALS	MANUFACTURERS
12.	Carpet as per technical specification - 26 oz.	HOLLYTEX / MOHAWK
13.	Adhesive	FEVICOL / VEMICOL
14.	Hardware as per ISO - 9002 Chain type concealed Door Closer / Floor Spring (as per IS 3564)	GIBSON(U.K.) / HETTICH /DORMA / HAFFLE
	Multipurpose locks	DORSET / HAFFLE / YALE / GOLDEN
	Handles for door, lock body cylinder etc.	DORSET / HAFFLE / HETTICH INDIA
	Handles for storage 10mm / 12mm Dia for 156mm long / 220mm long respectively	HETTICH INDIA / HAFFLE / DOORSET
	Stainless steel butt hinges with (3"x3/4"and 3"x3/4"/1/2")	Ruby HAFFLE / HETTICH INDIA
	Drawer Slides	HAFFLE / HETTICH INDIA model no. FR 40 standard or Equivalent
	Knob Model 1078542 S.S. Finish	HETTICH INDIA / HAFFLE / DOORSET
	Floor lock	GODREJ / HAFFLE / HETTICH
	Dash fasteners / Anchor 10mm 10mm thick 2" deep/ 1" deep S plug	FISCHER / HILTI or EQUIVALENT
15.	P.O.P	SHRIRAM / SUPERFINE
16.	Plastic Emulsion.Paint	ICI / DULUX
17.	Synthetic Enamel Paint	DULUX /BURGER
18.	Polyurethane Coating for Wood as per IS 9002	INTERTHANE / SIRCA
19.	Blinds	HUNTER DOUGLAS INTERTEC/ AEROLUX
20.	Fire Retardant paint	NAV AIR INTERNATIONAL / BALAJI FIRE PROTECTION

Sl.No.	MATERIALS	MANUFACTURERS
21.	Chairs as per Design and Specs.	: GODREJ / BLOW PLAST / EUROTECH
22.	Key Board Tray KD - 50 (Taiwan)	: INNOFITT SYSTEM or EQUIVALENT.
23.	Fabric (100% Cotton Fabric)	: FAB INDIA or EQUIVALENT
24.	Grommet 64mm and 80mm	: INNOFITT SYSTEM or EQUIVALENT
25.	Compactors	: GODREJ /DELITECOM/ ERGO / FEATHERLITE
26.	Particle Board Exterior grade	: NOVAPAN / DURATUFF / GREEN
27.	Modular work station	: GOLDEN / HAYWARD/ BLOWPLAST

Note : Wherever makes have not been specified for certain items, the same shall be as per BIS and as per approval of Engineer

ELECTRICAL WORKS

5.00 GENERAL

The electrical scope is limited to internal electrification of the building and covers the following:

- a. Internal electrification through concealed MS conduit and provide light points, fan points, socket outlets etc. including supplying, installation, testing and commissioning of light fixtures, fans, sockets outlets etc.
- b. Providing MCB Distribution Boards & Panels including submain wiring/cabling and all other items mentioned in the BOQ.
- c. Any other work required for the completion of work.

6.00 REGULATIONS AND STANDARDS

6.01 The installation shall conform in all respects to Indian Standard Code of Practice for Electrical Wiring Installations IS:732-1989. It shall also be in conformity with Indian Electricity Rules and the Regulations, National Electric Code, National Building Code, CPWD specifications and requirements of the Local Electric Supply Authority. In general, all materials, equipment and workmanship shall conform to the Indian Standards, specifications and code. Some of the applicable codes/standards are as under:

- a) Guide for marking of insulated conductors IS 5578
- b) Guide for uniform system of marking and Identification of conductor and apparatus terminals IS 11353
- c) Low voltage switchgear and controlgear assemblies IS 8623 Part-1 to 3
- d) Degrees of protection provided by enclosures for low voltage switchgear and controlgear. IS 2147
- e) Enclosed distribution fuseboards and cutouts for Voltages not exceeding 1000V AC and 1200 V DC IS 2675
- f) Code of practice for selection, Installation and Maintenance of switchgear and controlgear. IS10118 Part 1-4
- g) Low-voltage fuses for voltages not exceeding 1000V AC or 1500V DC IS 13703 Part 1&2
- h) PVC insulated (heavy-duty) electric cables IS 1554

i)	PVC insulated cables for working voltages upto and including 1100V.	IS 694
j)	Conduit for electrical installations	IS 9537
k)	Accessories for rigid steel conduits for electrical wiring	IS 3837
l)	Boxes for the enclosure of electrical accessories	IS 5133
m)	General and safety requirements for luminaries	IS 1913
n)	Code of practice for earthing	IS 3043
o)	Electrical accessories – circuit breakers for overcurrent protection for household and similar installations	IS 8828
p)	Low voltage switchgear and controlgear	IS 13947 Part1-5
q)	Residual current operated circuit breakers	IS 12640
r)	Current Transformers	IS 2705
s)	Voltage Transformers	IS 3156
t)	Direct acting indicating analogue electrical measuring instruments and their accessories	IS 1248 Part-1 to 9
u)	Control Switches (switching device for control and auxiliary circuits including contactor relays) for voltages upto and including 1000V ac and 1200V dc	IS 6875 Part-1 to3

7.00 All items mentioned in the BOQ should be reputed make and as approved by HSCC's Site incharge.

8.00 All items shall be tested at site as per standard testing.

9.00 LIST OF APPROVED MAKES : ELECTRICAL WORKS

Sl.No.	MATERIALS	MANUFACTURERS
1.	Fluorescent fixture	: Philips, wipro, keselec
	Other Misc. fixture	: Decon, Arlited, wipro, keselec
	Lamp/Tube/CFL	: Philips, wipro, keselec
2.	PVC Pipes (with ISI Mark & FRLS Type)	: Finolex, BEC, AKG
3.	PVC FRLS Insulated Copper / Al. Cables	: Finolex, Universal CCI, Nicco
4.	Modular plate switches & sockets	: M.K., North West , Crabtree
5.	MCB Boxes & MCB	: Hanger (L&T), MDS, Alstom Group, Schnieder
6.	Protection Fuses	: Alstom , L&T, Siemens
7.	MCCB	: L&T, Alstom, ABB, Group Schinieder
8.	PVC Pipe	: BEC, AKG, Fiolex
9.	PVC Insulated Copper Conductor : Telephone Wires	: Finolex, National, Universal, CCI, Delton
10.	Modular Plates telephone outlets	: M.K., North West, Crebtree
11.	PVC Insulated PVC sheathed telephone cable	: Finolex, National, Universal, CCI, Delton
12.	Telephone Tag Block	: Krone or equivalent
13.	PVC Pipe	: BEC, AKG, Fiolex
14.	Fibre Optic/Enhanced Cat-5 UTP Cable based Hybrid Structured Cabling System	: AMP, AVAYA, NORDAX, MOLEX
15.	Front plate and I.O. Unit	: AMP, AVAYA, NORDAX, MOLEX
16.	F.O Cable	: AMP, AVAYA, NORDAX, MOLEX
17.	Patch Panel	: AMP, AVAYA, NORDAX, MOLEX

Sl.No.	MATERIALS		MANUFACTURERS
18.	Mounting Card	:	AMP, AVAYA, NORDAX, MOLEX
19.	Connectors & Coupler	:	AMP, AVAYA, NORDAX, MOLEX
20.	Rack and accesseries	:	RITTEN, VERO PRESIDENT

ANNEXURE B - INTERIOR WORKS					
NAME OF WORK : INTERIOR WORK FOR F.D.A. BHAWAN AT NEW DELHI.					
<u>S.No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
A	PARTITIONS				
	GYPSON BOARD PARTITIONS				
1	Providing and fixing partition up to 2.40m height having composite thickness of 67mm consisting of frame and double skin 8.5 mm thick Glass Reinforced Gypsum (GRG) board manufactured by spray suction technique with high strength plaster of Paris conforming to IS : 8272 and glass fiber of E-glass or A-glass or N-glass in the form of roving, not less than 2.5 % by weight of plaster of Paris and conforming to IS : 11320 including providing and fixing of framework made of special section power pressed from MS sheet and galvanized with zinc coated of Grade 175 and consisting of floor and ceiling channel 50mm wide having equal flanges of 32 mm width 0.50 mm thick fixed to the floor /ceiling at spacing of 610 mm center to center with dash fastner of 12.5 mm dia. meter 40 mm length and studs 48 mm wide having one flange of 34 mm and other flange of 36 mm and 0.50 mm thick fixed vertically within the flanges of floor and ceiling channel and placed at spacing of 610 mm center to center by 6 mm dia bolts and nuts and studs at both ends of partition fixed flush to wall	SQ.MT.	342.44		
	and fixing of GRG boards to either side of frame work by 20 mm long drive all screws on studs, floors and ceiling channels at the spacing of 300 mm center to center, including joining and finishing to a flush finish with recommended joint filter , joint paper tape and joint finisher and two coats of primer suitable for GRG board as per manufacturers specifications all complete				

2	Providing and fixing partition above 2.40m height having composite thickness of 89mm consisting of frame and double skin 8.5 mm thick Glass Reinforced Gypsum (GRG) board manufactured by spray suction technique with high strength plaster of Paris conforming to IS : 8272 and glass fiber of E-glass or A-glass or N-glass in the form of roving, not less than 2.5 % by weight of plaster of Paris and conforming to IS : 11320 including providing and fixing of framework made of special section power pressed from MS sheet and galvanized with zinc coated of Grade 175 and consisting of floor and ceiling channel 75mm wide having equal flanges of 32 mm width 0.50 mm thick fixed to the floor /ceiling at spacing of 610 mm center to center with dash fastner of 12.5 mm dia. meter 40 mm length and studs 70 mm wide having one flange of 34 mm and other flange of 36 mm and 0.50 mm thick fixed vertically within the flanges of floor and ceiling channel and placed at spacing of 610 mm center to center by 6 mm dia bolts and nuts and studs at both ends of partition fixed flush to wall	SQ.MT.	183.12		
	with rawl plugs at the spacing of 450 center to center and fixing of GRG boards to either side of frame work by 20 mm long drive all screws on studs, floors and ceiling channels at the spacing of 300 mm center to center, including joining and finishing to a flush finish with recommended joint filter , joint paper tape and joint finisher and two coats of primer suitable for GRG board as per manufacturers specifications all complete				
3	Providing and fixing Partition Panel Blocks Laminate/Fabric Block Frame of 38mm particle board battens (size 54mm x 38mm x Length as per pp) with honey comb paper core bonded together and covered with 3mm PPB board on both sides and clad with 0.6 to 1.0 mm laminate /fabric (As per colour scheme).	SQ.MT.	49.56		
	Total of Section A	Rs.			
B	FURNITURE				
1	TABLES				
1.01	WS1 & WS2				

	<p>Providing and fixing of table WS1& WS2 (size as per drawings) made out of double layered 18mm thick MDF board & 4mm natural veneer to achieve an overall thickness of 40mm, veneered surface shall be finished in high gloss polyester.The under structure shall be made of 1.6mm thick MS clad with strips of MDF , construction of legs shall be hollow to facilitate wire management.</p> <p>Modesty panel shall be made out of 18mm thick MDF board finished with 4mm thick veneer. The veneered surface shall be finished in high gloss polyester. All concealed surfaces shall be made of both side Pre-laminated MDF board 12mm thick.The key board tray shall be prefabricated and installed as per the manufacturer's recommendation. (Basic rate of veneer shall be Rs.900/sqmtrs.)</p>				
	WS1(Refer to drawing no. A/11/901A)	EACH	3.00		
	WS2(Refer to drawing no. A/11/901B)	EACH	7.00		
1.02	WS3(Refer to drawing no.A/11/901C)	EACH	32.00		
	<p>Providing and fixing of table WS3 (size as per drawings) made out of 25mm thick MDF board finished with post formed 0.6mm thick laminate. Bottom shall have a backing laminate of minimum 0.6mm thickness. All edges except the curved edge shall be post formed. the curved edge shall have PVC lipping of 2 mm thickness.The under structure shall be made of 1.6 mm thick MS,construction of legs shall be hollow to facilitate wire management.All external metal component are powder coated as per colour scheme.The modesty panel shall be made of 18 mm thick pre-laminated MDF board.The key board tray shall be prefabricated and installed as per the manufacturer's recommendation.</p>				
1.02a	WS3a(Refer to drawing no.A/11/901C)	EACH	7.00		

	Providing and fixing of table WS3 without the back unit (size as per drawings) made out of 25mm thick MDF board finished with post formed 0.6mm thick laminate. Bottom shall have a backing laminate of minimum 0.6mm thickness. All edges except the curved edge shall be post formed. the curved edge shall have PVC lipping of 2 mm thickness.The under structure shall be made of 1.6 mm thick MS,construction of legs shall be hollow to facilitate wire management.All external metal component are powder coated as per colour scheme.The modesty panel shall be made of 18 mm thick pre-laminated MDF board.The key board tray shall be prefabricated and installed as per the manufacturer's recomendation.				
1.03	WS4(Refer to drawing no.A/11/901D)	EACH	60.00		
	Providing and fixing of table WS4 (size as per drawings) made out of 25mm thick MDF board finished with post formed 0.6mm thick laminate. Bottom shall have a backing laminate of minimum 0.6mm thickness. All edges except the curved edge shall be post formed. the curved edge shall have PVC lipping of 2 mm thickness.The under structure shall be made of 1.6 mm thick MS,construction of legs shall be hollow to facilitate wire management.All external metal component are powder coated as per colour scheme. The modesty panel shall be made of 18 mm thick both side pre-laminated MDF board.The key board tray and CPU trolley shall be prefabricated and installed as per the manufacturer's recomendation.				
1.04	WS5, WS6 & WS7				
	Providing and fixing of table WS5, WS6 & WS7 (size as per drawings) made out of 25mm thick MDF board finished with post formed 0.6mm thick laminate. Bottom shall have a backing laminate of minimum 0.6mm thickness. All edges except the curved edge shall be post formed. the curved edge shall have PVC lipping of 2 mm thickness.All external metal components shall be powder coated as per colour scheme.The modesty panel shall be made of 18 mm thick both side pre-laminated MDF board.The key board tray and CPU trolley shall be prefabricated and installed as per the manufacturer's recomendation.				
	WS5(Refer to drawing no. A/11/901E)	EACH	16.00		

	WS6(Refer to drawing no. A/11/901F)	EACH	103.00		
	WS7(Refer to drawing no. A/11/901G)	EACH	42.00		
	CONFERENCE TABLES				
1.05	CONF1 & CONF2 Providing and supplying of confrence table CONF1 & CONF2 (size as per drawing) Worksurface:- Top thickness: 37.5mm (18 mm +18 mm board <skirting> + 1 mm DL + 0.4 mm membrane) edge profile: Waterfall edge with radius of 18 mm on top edge. Legs:- Made from 36 mm PPB (18+18) shall have straight profile with half round edges and clad with 0.6 mm thick Post-forming laminate. Overall thickness of leg: 38 mm Modesty Panel:- Made from PLT (pre-Laminated Twin) boards of 18 mm thick.				
	CONF1(Refer to drawing no. A/11/908A)	EACH	1.00		
	CONF2(Refer to drawing no. A/11/908A)	EACH	2.00		
	MEETING TABLE				
1.06	M1, M2 & M3 Providing and supplying of table M1 (size as per drawings) made out of 25mm thick MDF board finished with post formed 0.6mm thick laminate. Bottom shall have a backing laminate of minimum 0.6mm thickness. All edges except the curved edge shall be postformed. The curved edge shall have PVC lipping of 2 mm thickness.All external metal components shall be powder coated as per colour scheme.The modesty panel shall be made of 18 mm thick pre-laminated MDF board.				
	M1(Refer to drawing no. A/11/908B)	EACH	3.00		
	M2(Refer to drawing no. A/11/908B)	EACH	1.00		
	M3(Refer to drawing no. A/11/908B)	EACH	1.00		
	LIBRARY TABLES				
1.07	L1, L2 & L3				

	Providing and supplying of table L1, L2 & L3 (size as per drawings) made out of 25mm thick MDF board finished with post formed 0.6mm thick laminate. Bottom shall have a backing laminate of minimum 0.6mm thickness. All edges except the curved edge shall be postformed. The curved edge shall have PVC lipping of 2 mm thickness. All external metal components shall be powder coated as per colour scheme. The modesty panel shall be made of 18 mm thick pre-laminated MDF board.				
	L1(Refer to drawing no. A/11/908C)	EACH	1.00		
	L2(Refer to drawing no. A/11/908C)	EACH	4.00		
	L3(Refer to drawing no. A/11/908C)	EACH	4.00		
1.08	Providing and supplying CORNER & CENTER TABLE as per specification below: UNDERSTRUCTURE ASSEMBLY: The understructure shall be an assembly of tubular frames made of M.S. E.R.W. oval tubes of 3.5cmx1.5cmx18BG.thick held together with wooden self + threaded nuts + m/c. Screws. The ends of the tubular frames shall be fitted with rubber studs at the top and the bottom. The top studs shall be fitted with PVC vacuum pads for mounting and gripping the glass top. The tubular frame shall be black powder coated. SHELF: The shelf shall be made of 1.5cm thick rubber wood panels with natural finish and with provision for holding threaded nuts.				
	CORNER TABLE (Refer image)(55.0cm(W) x 55.0cm(D))	EACH	81.00		
	CENTER TABLE(Refer image)(80.0cm(W) x 55.0cm(D))	EACH	16.00		
1.09	Providing and supplying RECEPTION TABLE (Refer image) as per specification below:	EACH	1.00		

	<p>Rubber wood Top: Clean matt PU finish 18 mm Thick Inside radius - 700.0 mm Outside radius - 1350.0 mm, Depth - 200 mm Cork: Rubberized cork - 18 mm Thick Glass: Frosted glass 10 mm Thick Diamond cut finishing on edges inside radius 1202.5 mm Thick, outside radius - 1402.5 mm, depth - 200 mm Notes: Angles sustained within arc surface is 60° Modesty Panel: MS Perforated sheet Below Work surface: 0.8 mm (Thick) x 66.5 mm (Height) x 130.6mm (Flat Length) Above work surface: 0.8 mm (Thick) x 260 mm (Height) x 130.6 mm Flat length) Legs: MS tube 1.6 mm Thick, Dia - 50.8 mm, Height - 604 mm</p>				
2	CHAIRS				
2.01	<p>Providing and supplying chair C1 (Refer image) as per specification below:</p>	EACH	4.00		
	<p>1) SEAT/BACK ASSEMBLY: The seat shall made of 1.2 cm. thick hot-pressed plywood, upholstered with pure leather (black) at contact area and Polyurethane foam. The back shall be made of tubular M.S. frame, upholstered with foam and pure leather (black) at contact area. With HIGH BACK 2) ARMRESTS: The button operated adjustable armrests shall be injection moulded from black Polypropylene and having a soft touch top upholstered with pure leather. 3) FRONT PIVOT SYNCHRO MECHANISM: The adjustable tilting mechanism shall have the following features: •360 degree revolving type. •Single point control. •Front-pivot for tilt with feet resting on ground. •Tilt tension adjustment. •4-position locking with anti-shock feature, 3) SLED BASE VISITOR CHAIR (FOR 9N12AX): Cantilevered chrome finished visitor chair 4) PNEUMATIC HEIGHT ADJUSTMENT: The pneumatic height adjustment shall have an adjustment stroke of 10.0 cm.</p>				

	<p>5) PEDESTAL ASSEMBLY: The pedestal shall be Chrome Plated Die-cast Aluminium and fitted with an injection moulded black twin wheel castors.</p> <p>Height/Seat height (cm) 113.5/42.5 Width/Seat Width (cm) 62/47.5 Depth/Seat Depth (cm) 60/42.5</p>				
2.02	<p>Providing and supplying chair C2 & C3 as per specification below:</p>				
	<p>1) SEAT/BACK ASSEMBLY: The seat shall be made up of 1.2 cm. thick hot pressed plywood upholstered with fabric and moulded Polyurethane Foam. The back shall be made up 1.2-cm. thk. hot pressed plywood upholstered with replaceable fabric upholstery covers and moulded polyurethane foam. The back ply and foam shall be contoured lumber support for comfortable seating posture.</p> <p>2) POLYURETHANE FOAM: The polyurethane foam for seat and back shall be moulded with density = 45 +/-2 kg/m³ and Hardness = 20 +/- 2.</p> <p>3) ARMRESTS (ADJUSTABLE): The armrest top shall be injection moulded from back polypropylene and mounted on to a drop lift adjustable type M.S. tubular armrest support. The armrest height adjustable up to 6.5cm in 5 steps.</p>				
	<p>4) FRONT PIVOT SYNCHRO MECHANISM:-The mechanism shall be designed with the following features:</p> <p>360° revolving type. Single point control. Front pivot for tilt with feet resting on ground. Tilt tension adjustment 4-position locking with anti-shock feature Seat back tilting ratio of 1:2 (11° Seat Tilt /22° back tilt)</p> <p>5) ADJUSTABLE BACKREST: The backrest consist of a sliding up down mechanism, which shall be adjusted in the range of 4.5 cm. And shall</p>				
	<p>be locked in 4 positions for correct position of lumber support.</p> <p>6) PNEUMATIC HEIGHT ADJUSTMENT: The pneumatic height adjustment shall have an adjustment of 10.0 cm.</p> <p>7) PEDESTAL ASSEMBLY: The pedestal shall be fabricated from CR steel, powder coated and assembled with and injection moulded black polypropylene hub cap and 5 nos. twin wheel castors (castor wheel dia. 5.0 cm). The pedestal shall be 65.0cm. Pitch-center dia. (75.0cm with castors).</p>				

	8) TWIN WHEEL CASTORS: The twin wheel castors shall be injection moulded in 30% Glass Filled black Nylon.				
	(a) C2 (Refer image) SEAT SIZE: 50.0cm. (W) X 49.5cm. (H) BACK SIZE: 48.5cm. (W) X 75.0cm. (H)	EACH	7.00		
	(b) C3 (Refer image) SEAT SIZE: 50.0cm. (W) X 49.5cm. (H) BACK SIZE: 48.5cm. (W) X 62.0cm. (H)	EACH	39.00		
2.03	Providing and supplying chair C4 (Refer image) as per specification below:	EACH	202.00		
	1) SEAT/BACK ASSEMBLY: The seat shall be made up of 1.2 cm. thick hot pressed plywood upholstered with fabric and moulded Polyurethane Foam. The back shall be made up 1.2-cm. thk. hot pressed plywood upholstered with replaceable fabric upholstery covers and moulded polyurethane foam. The back ply and foam shall be contoured lumber support for comfortable seating posture. BACK SIZE: 48.5cm. (W) X 62.0cm. (H) SEAT SIZE: 50.0cm. (W) X 49.5cm. (H) 2) POLYURETHANE FOAM: The polyurethane foam for seat and back shall be moulded with density = 45 +/-2 kg/m ³ and Hardness = 20 +/- 2.				
	3) ARMRESTS (FIXED): The armrest shall be integral skin moulded PU top over MS twin tube chrome plated support with fixing bracket. 4) FRONT PIVOT SYNCHRO MECHANISM: The mechanism shall be designed with the following features: 360° revolving type. Single point control. Front pivot for tilt with feet resting on ground. Tilt tension adjustment 4-position locking with anti-shock feature Seat back tilting ratio of 1:2 (11° Seat Tilt /22° back tilt) 5) ADJUSTABLE BACKREST: The backrest consists of a sliding up down mechanism, which shall be adjusted in the range of 4.5 cm. And shall				

	<p>be locked in 4 positions for correct position of lumbar support.</p> <p>6) PNEUMATIC HEIGHT ADJUSTMENT: The pneumatic height adjustment shall have an adjustment of 10.0 cm.</p> <p>7) PEDESTAL ASSEMBLY: The pedestal shall be fabricated from CR steel, powder coated and assembled with and injection moulded black polypropylene hub cap and 5 nos. twin wheel castors (castor wheel dia. 5.0 cm). The pedestal shall be 65.0cm. Pitch-center dia. (75.0 cm with castors).</p>				
	<p>8) TWIN WHEEL CASTORS: The twin wheel castors shall be injection moulded in 30% Glass Filled black Nylon.</p>				
2.04	<p>Providing and supplying chair C5 (Refer image) as per specification below:</p>	EACH	282.00		
	<p>Position locking Knee-Tilt Synchro Mechanism, Seat Height Adjustment and Adjustable Backrest</p> <p>1. SEAT/BACK ASSEMBLY: The seat and back shall be made up of plywood and moulded Polyurethane foam upholstered with fabric. The back foam shall be contoured lumbar support for extra comfort. The backrest assembly and Seat underside shall be covered with plastic cover.</p> <p>2. POLYURETHANE FOAM: The polyurethane foam shall be moulded with density = 45 +/-2 Kg./m3 and Hardness = 20 +/- 2 on Hampden machine at 25% compression.</p> <p>3. ARMRESTS: The armrest shall be fixed type black injection moulded Plastic.</p> <p>4. KNEE TILT SYNCHRO MECHANISM: The mechanism shall have the following features:</p> <ul style="list-style-type: none"> •3600 revolving type. •Four position locking. •Tilt tension adjustment. <p>5. ADJUSTABLE BACKREST: The adjustable backrest shall consist of a sliding up-down mechanism having the range of 6.0cm.</p> <p>6. HEIGHT ADJUSTMENT: The pneumatic height adjustment shall be maintenance free with adjustment of 8.0 cm.</p>				

	<p>7. TELESCOPIC BELLOW ASSEMBLY: The bellow shall be of 3 piece telescopic type and injection moulded in black Plastic.</p> <p>8. PEDESTAL ASSY.: The pedestal shall make of moulded plastic (polypropylene) with metal insert and fitted with 5 nos. twin wheel castors (castor wheel dia. 5.0cm.). The pedestal shall be 66.0-cm. pitch-center dia. (76.0 cm with castors).</p> <p>9. TWIN WHEEL CASTORS: The twin wheel castors for trouble free movement.</p>				
2.05	<p>Providing and supplying chair C6 (Refer image) as per specification below:</p>	EACH	93.00		
	<p>1) SEAT/BACK ASSY.: The seat shall make 1.2 cm. thick. Hot pressed plywood upholstered with fabric and moulded Polyurethane foam. The seat depth can be statically adjusted by 2.0cm. The back shall have fabricated tubular frame assembly; powder coated and upholstered with a fire-retardant mesh-type 100% High Tenacity Polyester fabric. The back tubular frame shall be made of Dia. 1.9cm (3/4") x 16bg (0.16cm) thick. M.S. E.R.W. tube. BACK SIZE: 47cm. (W) SEAT SIZE: 48cm. (W) x 47cm. (D)</p> <p>2) POLYURETHANE FOAM: The polyurethane foam for seat shall be moulded with density = 45 +/- 2 Kg./m3 and Hardness = 20 +/- 2 Kg. on Hampden machine at 25% compression.</p> <p>3) COVERS: The back cover shall be a perforated strip fabricated from 0.08cm. thk. CR steel and powder coated. The perforated back cover shall be provided with an injection moulded ABS label holder and paper label which serves as a name plate. The seat shall be covered on the underside with black Polypropylene non-woven fabric.</p>				
	<p>4) ARMRESTS (FIXED): The armrest top shall be injection moulded from black Polypropylene and shall mounted on to a fixed type M.S. tubular armrest support. The support shall be statically adjusted +/- 1.5cm. Vertically. Overall static adjustment = 5cm. (along the width).</p> <p>5) FRONT PIVOT SYNCHRO MECHANISM: The mechanism shall be designed with the following features: 360° revolving type. Single point control. Front-pivot for tilt with feet resting on ground ensuring more comfort. Tilt tension adjustment.</p>				

	<p>4-position locking with anti-shock feature. Seat/back tilting ratio of 1: 2 (11° seat tilt/220 back tilt) Provision for static seat depth adjustment of 2.0cm.</p> <p>6) CONNECTING SPINE BRACKET: The connecting spine bracket shall be fabricated from 0.6cm. Thick HR steel and powder coated. It shall connect the backrest frame assembly to the mechanism.</p> <p>7) PNEUMATIC HEIGHT ADJUSTMENT: The pneumatic height shall have an adjustment of 10.0cm.</p> <p>8) TELESCOPIC BELLOW ASSY.: The bellow shall be 3-piece telescopic type and injection moulded in black Polypropylene.</p> <p>9) PEDESTAL ASSY.: The pedestal shall be made from M.S. E.R.W. tube and fitted with 5 twin-wheel castors. The pedestal shall be covered with a black Polypropylene moulded 2-piece hubcap at the centre. The pedestal shall be 62.0cm. pitch-centre-dia.(72.0cm. with castors).</p>				
	10) TWIN WHEEL CASTORS: The twin wheel castors shall be injection moulded in black Nylon for trouble free movement.				
	DIMENSIONAL DATA:				
	WIDTH (W): 72.0 CM.				
	DEPTH (D): 72.0 CM.				
	HEIGHT (H): 91.5 CM.-101.5 CM.				
	SEAT HEIGHT (SH): 43.0 CM. - 53.0CM.				
2.06	Providing and supplying chair C7 (Refer image) as per specification below:	EACH	85.00		
	<p>1) SEAT/BACK ASSEMBLY: The seat shall be made up of 1.2 cm. thick hot pressed plywood upholstered with fabric and moulded Polyurethane Foam. The back shall be made up 1.2-cm. thk. hot pressed plywood upholstered with replaceable fabric upholstery covers and moulded polyurethane foam. The back ply and foam shall be contoured lumber support for comfortable seating posture.</p> <p>2) POLYURETHANE FOAM: The polyurethane foam for seat and back shall be moulded with density = 45 +/-2 kg/m³ and Hardness = 20 +/- 2.</p>				
	SEAT SIZE: 50.0cm. (W) X 49.5cm. (H) BACK SIZE: 48.5cm. (W) X 62.0cm. (H)				

3	SOFAS				
3.01	providing and supplying sofa SO1 as per specification below				
	<p>The Sofa shall have flexible-back. Its seating system standing on beam with side frame assemblies. The sofa shall consist of the following components:</p> <p>1)CONNECTING BEAM ASSEMBLY: It shall be a fabricated assembly shall make of welded MS. square pipe 6.0 cm. x 6.0 cm. x 10 BG. thick, to 0.5cm. Thick HR. Steel plate on each side for fixing the moulded side frame assembly. The connecting beam assembly shall be black powder coated.</p> <p>2) SEATREST ASSEMBLY: The seat rest assembly shall consist of a fabricated inner-frame assembly insitu-moulded with Polyurethane foam having density = 45 +/- 2 Kg./cm³. The hardness of the P.U. foam = 23-27 Kgs. on Hampden m/c. for 25% compression of the foam. The complete moulded seat rest assembly shall be covered with a replaceable fabric upholstery cover.</p> <p>SEAT SIZE: 52.0cm. (W) x 50.0cm.(D) x 6.0cm.(T) approx.</p>				
	<p>3) BACKREST ASSEMBLY: The backrest assembly shall be of flexing type and shall consist of a fabricated inner-frame assembly insitu-moulded with Polyurethane foam having density = 45 +/- 2 Kg./cm³. The hardness of the P.U. foam = 16-20 Kgs. on Hampden m/c. for 25% compression of the foam. The complete moulded backrest assembly shall be covered with a replaceable fabric upholstery cover.</p> <p>BACK SIZE: 52.0cm. (W) x 57.0cm. (H) x 12.0cm. (T) approx.</p> <p>4) SIDEFAME (ARMREST) ASSEMBLY: The side frame assembly which forms the armrest assembly shall be fitted to the two ends of the connecting beam assay.which will form the leg-cum-armrest assembly. It shall consist of a fabricated inner-frame assembly insitu-moulded with Polyurethane foam having density = 45 +1-2 Kg./cm³. The hardness of the P.U. foam =16-20 Kgs. on Hampden m/c. for 25% compression of the foam. The complete moulded side frame assembly shall be covered with a replaceable fabric upholstery cover. SIDEFAME (ARMREST)</p> <p>SIZE: 63.0cm. (D) x 58.0cm.(H) x 12.0cm.(T) approx.</p>				

	5) ADJUSTABLE GLIDE: The adjustable glide shall be injection moulded in black ABS and shall be used for level adjustment of the Sofa on uneven floor surface. It shall be fitted to the side frame assembly.				
	a) 1 seater (SO1A)(Refer image)	EACH	9.00		
	b) 2 seater (SO1B)(Refer image)	EACH	50.00		
	c) 3 seater (SO1C)(Refer image)	EACH	12.00		
3.02	Providing and supplying sofa SO2 as per specification below.				
	Sofa shall standing on tubular side frames. It shall be available in the following three models in fabric. The sofa shall consist of the following components: 1) SIDE FRAME: It shall be 'G' shaped, made of a MS. E.R.W. Tube dia. 3.18cm.(1 1/4") x 14 BG. thk. and black powder coated. It shall have two rubber shoes fixed at the bottom to avoid skidding. 2) TIE-MEMBER: It shall connect the two side frames to each other at three places. The tie-member shall made of MS. E.R.W. tube dia.3.18cm.(1 1/4") x 14 BG. thk. and black powder coated. 3) CONNECTOR: It shall be injection-moulded in black ABS and used in between the side-frames and tie-members.				
	4) SOCKET HEAD SCREW WITH NUT: It shall be made of M.S. bright bar dia. 1.58cm. (5/8") with 5/16"B.S.W. threads and black oxidized. 5) SEAT BELT: It shall consist of a 5.0cm. (2") wide Nylon strap stitched with buckles for locking. The seat belts shall tied and tightened around the tie-members and the cushioned seat rest assembly shall rest onto them. 6) BACK BELT: It shall consist of a 5.0cm.(2") wide Nylon strap stitched to form a loop. They will pass on between the tie-members so that the cushioned backrest assembly can rest on them. 7) SEATREST ASSEMBLY: It shall consist of 7.5cm. thk. slab stock foam with hardness 20-22 kg.(for 25% compression of the foam) upholstered either in fabric or leather-cloth. It shall rest on the seat belts and it shall have straps on rear side which shall tied to the rear tie-member to avoid movement. SEAT SIZE: 52.0cm. (W) x 56.0cm.(D)				

	8) BACKREST ASSEMBLY: It shall consist of a 7.5cm. thk. slab stock foam with hardness 16-18 kg.(for 25% compression of foam) upholstered either in fabric or leather-cloth. It shall rest on the back belts and it shall have straps on rear which shall tied to the rear tie-member to avoid falling off. BACK SIZE: 52.0cm. (W) x 42.0cm. (H)				
	9) ARMREST ASSEMBLY: It shall consist of a 5.0 cm. thk. slab stock foam with hardness 16-18 kg.(for 25% compression of the foam) upholstered either in fabric or leather-cloth. The cushioned armrest assembly shall be fixed to the side frame using thread and buttons. The upholstered armrests shall have a pocket on the outer side which shall be a provision for keeping newspapers/magazines etc. ARMREST SIZE: 46.0cm.(D) x 28.0cm.(H) x 10.0cm.(T)after folding				
	a) 1 seater (SO2A)(Refer image)	EACH	0.00		
	a) 2 seater (SO2B)(Refer image)	EACH	12.00		
	c) 3 seater (SO2C)(Refer image)	EACH	4.00		
4	STORAGES				
4.01	Providing and supplying storage S1 as per specification below.				
	Multi bend construction with press fit design. 10 lever cam lock. MDF door with Hettich hinge & Plastic handle. Metal shelf Anti corrosion treated components and oven- backed powder coating process				
	Top, bottom, LH & RH sides and back material thickness 12mm MDF both side laminated				
	M S door of 0.8 mm thickness with stiffener & Wooden door of 18 mm thickness both side laminated. Shelf of material thickness = 0.8 mm. Cyber lock with all accessories. Door with plastic handle.				
	a) 450 x 1220 x 750 mm (S1A)(Refer image)	EACH	39.00		
	b) 450 x 1220 x 900mm (S1B)(Refer image)	EACH	36.00		
	c) 450 x 1220 x 1050 mm (S1C)(Refer image)	EACH	39.00		
4.02	providing and supplying storage S2 as per specification below				

	MODULAR GLASS SWING DOOR UNIT : Multi bend construction with press fit design. 10 lever cam lock. Toughen glass door with Hettich glass hinge,& designer handle knob. Option of metal or glass shelf.Anti corrosion treated components and oven-baked powder coating process.				
	Top, bottom, LH & RH sides and back shall be MDF with both side laminated Glass Doors made of 5 mm thickness with 10 lever cam lock. 25 mm PPB TOP with Post form laminate with 1.5 mm PVC lipping.				
	a) 450 x 1220 x 750 mm (S2A)(Refer image)	EACH	2.00		
	b) 450 x 1220 x 900mm (S2B)(Refer image)	EACH	6.00		
	c) 450 x 1220 x 1050 mm (S2C)(Refer image)	EACH	11.00		
4.03	providing and supplying storage S3 (Refer image) as per specification below	EACH	31.00		
	Multi bend construction with press fit design. Sliding door. Wooden / metal top option. Snap fit VSDU cam lock. Leveling screws. Top hanging sliding door anti corrosion treated components and oven baked powder coating process. DIMENSION OUTER - 1830 x 900 x 450 mm a) Top Stiffener, bottom, LH & RH sides and back material thickness = 0.8 mm b) Sliding Door with snap fit VSDU cam lock. c) 4 Nos shelf of material thickness = 0.8 mm. d) Comes with metal top				
4.04	providing and supplying storage S4 (Refer image) as per specification below	EACH	56.00		
	Multi bend construction with press fit design. Sliding door. Wooden / metal top option. Snap fit VSDU cam lock. Leveling screws. Top hanging sliding door anti corrosion treated components and oven baked powder coating process. DIMENSION OUTER - 1830 x 900 x 450 mm a) Top Stiffener, bottom, LH & RH sides and back material thickness - 0.8 mm b) SEE THROUGH GLASS Sliding Door with snap fit VSDU cam lock. c) 4 Nos shelf of material thickness = 0.8 mm. d) Comes with metal top				
4.05	providing and supplying storage S5 (Refer image) as per specification below	EACH	48.00		

<p>Main Body: (a) Construction: Rigid Knock Down construction shall made out of 0.8 thk. CRCA Steel conforming to IS:513 Gr.D. Each body block (SS/SL/TM) building consists of 1 Main unit & then Add-on units (0,1,2,3,4 - depending on no. of bays 1, 2, 3, 4 & 5). Each unit have 5 loading levels formed by 4 nos. adjustable shelves. Body units shall be bolted to undercarriage. Optimizer Height from ground shall be 2080 mm (1980 body + 65 undercarriage + 35 channel system).</p>				
<p>(B) Size: Depth (mm) 457 Width (mm) 915 Height (mm) (Body) 1980</p>				
<p>Finish: The body including shelves shall have antirust surface treatment & shall be powder coated with epoxy polyester powder. It shall involve 8 step treatment consisting of Hot water rinse, Knock of degreasing, degreasing, Cold water rinse, phosphating, cold water rinse, passivation & dry off oven treatment. Final finish shall consist of epoxy polyester powder coating of approved color & shade with a Dry Film Thickness of minimum 40 microns. The testing of paint shall be done with various physical & chemical properties as per IS:101. Then the material shall be baked with a controlled temperature of 180 deg.C to 200 deg.C.</p>				
<p>Shelf: (a) Construction: It shall made of 0.8 thk CRCA steel conforming to IS:513 Gr.D or DD. Its max load bearing capacity shall be 80 Kg uniformly distributed per shelf for P1 Type of Configuration. Shelves are mounted on support brackets & shelf level shall be adjustable at approx. 25.4 pitch. There are 4 adjustable shelves per body giving 5 loading levels, if no Cradle pair is provided</p>				

	<p>(b) Size: Shelf Depth for various options: Unit Depth 457 mm Shelf Depth (With Hinged Doors / No Doors) 428 mm Box Files (our Box file size is 275 mm Wide X 345 mm High X 90 mm Thick) shall be accommodated in both 381mm and 457mm deep Allowable safe load per shelf in a given configuration: Safe Shelf load will be determined from the load carrying capacity of understructure and the UDL carrying capacity of the shelf. (minimum of the two). It is tabulated below for all 6 configurations.</p>				
	<p>Accessory: File Cradle Pair: For Storing Instadex File pockets, Cradle pair shall be provided in the 457mm deep body (not in 381mm deep unit) as per the requirement of the customer. It consists of 'Z' angle 1.0 mm Thk sheet & pipe of ½" Dia. There will be 5 pairs per body making 5 levels, if no shelf is provided. Undercarriage: (a) Construction: The Undercarriage shall be a welded frame of HR sheet 3.15 mm thk conforming to IS: 10748. (b) Size: Sizes of Undercarriage: Single Static / Last – 915 x (no. of bays) (Width) X 457 (Depth) X 65 (Height) External Load carrying capacity per understructure PUSH-PULL/ MANUAL TYPE (Configuration – TYPE P1 & P2) - 600 Kg. Maximum (c) Finish: The undercarriage, after pre-treatment, shall be coated with final finish consisting of epoxy polyester powder coat of approved color & shade with a Dry Film Thickness of minimum 40 microns. They are available in the following Colours. • Beige for Body / Shelf / Door & Char Brown for Undercarriage / Drive Cover • Prince Grey for Body / Shelf / Door & Graphite Grey for Undercarriage</p>				

<p>Fittings:</p> <p>(a) Centralized Locking: A Centralized locking arrangement shall be provided through Locking Stiffener mounted onto back of Single Last unit so that it gets locked on channels when all the units are brought together. The handle lock shall be placed at suitable height. This arrangement occupies a space of 100 mm. Where the last unit shall be Twin Movable, hinged doors shall be provided for the end bodies; so in this case locking stiffener shall be mounted onto drive unit cover. Each Drive type units have Locking Knob near the Drive wheel for manual locking of individual units when a person shall use those units. Knob shall be pressed inside when units shall be moved. After the unit shall move, before entering into aisle for accessing, this knob shall be pulled out while engaging into one of the holes provided on the disc inside. If the knob does not come out, move the unit slightly so as to bring the hole in line with locking knob for engagement. End stoppers shall be provided at the end of channels to prevent derailment.</p>				
<p>(b)Door Locking / handle: Hinged doors shall have Recessed Die cast Handle cum lock giving 3 way locking through a lever & shooting bolts. While Sliding doors shall have a die cast lock & separate plastic snap-on handles.</p> <p>(c) Fasteners: The nuts & bolts shall be galvanized / blackodized / Zn Plated.</p>				

	<p>(d) Guide Channels: It shall consist of 'J' section 2 mm thk HR sheet & 25 mm square bright bar – both connected by screws. Prior to the embedding of the guide channels with the help of raul plug & screw, the ground has to be in properly leveled condition.</p> <p>(e) Label Holder: Made from 1 mm thk sheet & having outer dimension of 186mm X 110mm.</p> <p>(f) Movements of the System: Push-Pull Configuration (TYPE-P1/TYPE-P2): Movement of units achieved by pushing or pulling Chrome plated 'C' handle fitted onto 1.6 mm thk plate (mounted on each double & single movable unit) & rigidly fixed at suitable height on body side. Each movable undercarriage has 4 nos. of antifriction ball bearings for rolling onto channels & 4 nos. of antifriction ball bearings for guiding between channels & 'J' section.</p> <p>(g) Aisle Space: Generally, for comfortable movements, the clear aisle space kept on the Handle / Drive Wheel side shall be around 915mm. Also, the aisle for comfortable accessing of inside of units, when rolled apart shall be around 915mm.</p>				
	<p>Create the aisle space between the required units by moving them one by one & not together</p> <p>(h) Weights Dead Weight of the system: (These are Nominal Weights. The Exact Weights may differ slightly. This shall be Only for Internal Purpose from Loading Point of view)</p> <p>SIZE:- WxDxH (mm)915 x 457 x 65</p>				
4.06	<p>providing and supplying storage S6 (Refer image) as per specification below</p> <p>Multi bend construction with press fit fastener free design. Door with equalizing scissor mechanism. 10 lever cam lock. 330 mm clear space. Anti corrosion treated components and oven-baked powder coating Process.</p> <p>DIMENSION OUTER - 1736 x 914 x 300 mm Top, bottom, LH & RH sides and back material thickness = 0.8 mm Removable Glass Door with 3 mm Glass (4 Nos)with equalizing mechanism for easy operation. 4 Nos shelf with stiffener to take more load of material thickness = 0.8 mm. 330mm Clear space for more storage. NET WEIGHT (W/O CARTON) = 55.4Kg. GROSS WEIGHT (WITH CARTON) = 59Kg. K</p>	EACH	39.00		

4.07	providing and supplying storage S7 as per specification below	EACH	5.00		
	<p>The Strong Seamless body</p> <p>A fully-welded, multi-corner bend construction without a single rivet makes the body an integral whole. All five sides and the door are armoured with a specially formulated Double duty barrier material that is encased between strong outer and inner steel bodies. The overall thickness on all five sides is 100 mm, which offer as much resistance as 25mm solid steel. It shall have special outer body thickness of 5mm plate. The total thickness of door is 83 mm. The door shall have 14 mm drill defeat shield. This shall be over the 5 mm armour plate and double duty barrier.</p> <p>The safe shall have brass body 8-lever lock.</p> <p>PRESSURE LOCK BOLT-WORK: - The pressure bolt system balance any pressure exerted on the lock bolt on one side will automatically bring into play equal balancing pressure on the opposite side to neutralise and defeat the attempts to dislodge the lock.</p>				
	<p>FIRE RESISTANCE: - The storage shall be safe from heat of raging fires. The Double thickness Doubled by the Double duty barrier compound which is fire & burglar resistance material is 63 mm for door and 93 mm for the body. The storage shall be able to withstand the one hour fire and impact test carried out by C.B.R.I. Roorkee, India. The safe shall also be with correspondence to time temperate curve as specified in standards ISO: 834-1975 and IS: 3809/1979</p> <p>ANTI CORRISION TREATMENT: - The storage shall have coats of rust-inhibiting paints for more protection</p>				
5	CONSOLES				
5.01	providing and fixing consoles (size as per drawing) as per specification below:-				
	The console top shall be made of 25mm thick and 4mm thick MDF veneered. The surface of the console shall be finished in high gloss polyester finish. The edge shall have steam beach wood beading as per detail(Basic rate of veneer shall be Rs.900/sqmtrs.)				
	CO1(Refer to drawing no. A/11/802)	EACH	4.00		

	CO2(Refer to drawing no. A/11/802)	EACH	3.00		
	CO3(Refer to drawing no. A/11/802)	EACH	6.00		
6	SOFT FURNISHING				
6.01	Providing and fixing in partition and paneling soft board in panels of variable sizes consisting of 12mm thick soft board including fixing approved fabric of range Rs. 200/mt, (minimum) with Steam beach wood beading of section up to 25 mm x 25mm around, with all accessories, eye hooks for hanging wherever required finishing etc. Note:- For the purpose of payment net front area shall be measured.	SQ.MT.	144.24		
6.02	Providing and fixing on straight/ curved partition best quality Steam beach wood moulding of desired shape, including polishing as per specifications and of the following sizes.				
	I) 44mm X 25mm (Moulding M1) II) 87mm X 37mm (Moulding M2) III) 25mm X 12mm (Moulding M3)	R.mtr R.mtr R.mtr	17.00 15.00 18.00		
	NOTE:- Moulding to be used in curved partition shall run in a smooth curve in running length shall be measured.				
6.03	Providing and fixing 100% BCF NYLON TYPE CARPET with the following specification:- Construction loop pile graphics Gauge 1/10 Pile weight (tufted) 260z/Sq.Yd.(881.56g/m**2) primary backing woven polypropylen secondary woven polypropylene. NOTE :- All carpet ends at junction with the tile / stone flooring shall be provided with PVC heavy duty edge profile of appropriate size 7mmx25mm Wherever instructed by the Employer . Net laid area excluding wastage shall be measured for payment.	SQ.MT.	50.00		

6.04	Providing and fixing framing in partition using kiln seasoned pine wood member of size 50mmx25mm fixed on brick wall @ 375mm/cc distance approx and 12 mm thick MDF board to be cladded with 4 mm thick decorative veneer of approved make and shade with groove as per the drawing. Panelling to have steam beach wooden skirting of size 12mmx100mm and wooden top of size 50mmx50mm. (Basic rate of veneer shall be Rs.900/sqmtrs.)				
	P1(Refer drawing no.A/11/801)	SQ.MT.	741.21		
	P2(Refer drawing no.A/11/801)	SQ.MT.	356.35		
	P3(Refer drawing no.A/11/802)	SQ.MT.	21.12		
6.05	Providing and fixing 89mm wide Aluminium Perforated Vertical Blinds of varying size of approved shade as per specification :Vanes made out of spring tempered Aluminium Alloy flexible and resistant to corrosion Vanes shall have a pre-treatment and polyester based enamels finish with microperforation. Head rail of size 40mm wide x 33mm high to be provided with fitting grooves to locate a quick relese clip in installation bracket. For traverse of the vain polyester braided cord and endless ball chain for rotation (or tilting) of vanes through 180 degree in both direction (basic rates of blinds is Rs.800/Sq metrs	SQ.MT.	308.71		
6.06	Providing and fixing "ROMAN BLINDS" of approved cloth (basic rate of fabric Rs.250/- per mtr.) and terricot lining with applique work design as per drawing. Providing suitable wooden section in the ceiling for suspending the blinds.using aluminium rod on equal distance (minimum 300mm) and best quality dori on back side of blind to operate, with required hook on top, both side.	SQ.MT.	356.19		
6.07	Providing and placing in position photo frames along with art work as approved by the employer as per following specifications: Using 2 nos. Clear transparent acrylic sheets 5mm and 6mm thick respectively. Sandwiching the art work using four studs (SI grade aluminum finished in glass blasted and silk anodized). The same studs shall be used for mounting the frame on the wall/ partition. Basic rate for art work Rs. 3500/ - per art work	EACH	172.00		

6.08	Manufacturing and placing in position planter box of size 400mm x 400mm x 400mm, made out of 18 mm thick MDF board. And finished with 1.5mm metallic laminate of colour and design as per employers selection. The top edge shall have 25mm x 18mm steam beach wooden members. Having 24 gauges GI tray inside of planter. The planter box shall have 2 nos. Swivel type brass handles with including painting internally.	EACH	200.00		
6.09	Providing and placing sculpture as per the design and employers choice.(Basic rate of the mural shall be Rs. 15000/-)	EACH	20.00		
6.10	Providing and fixing writing board of approved make as/ drawings	SQ.MT.	11.52		
6.11	Providing and placing MURALS as per the design and employers choice of size 1500mm x 1200mm. (Basic rate of the mural shall be Rs. 35000/-)	EACH	6.00		
Total of Section B		Rs.			
SUMMARY OF WORKS					
Section A (PARTITIONS))					
Section B (FURNITURE)					
TOTAL					

SECTION 5: SPECIFICATIONS

SECTION 6: DRAWINGS

SECTION 7: BILL OF QUANTITIES