

INSTITUTE OF NANO SCIENCE AND TECHNOLOGY

Habitat Centre, Sector-64, Phase-X, Mohali-160062

Tender document for

"Construction and Development of INST Campus at Mohali. SH: Providing and fixing of False Ceiling."

Percentage Rate Tender for Works

PART A

Technical / Eligibility Bid

Notice Inviting Tender, Eligibility Criteria, General Conditions of Contract upto Correction Slip No.302

PART B

Particular Specifications, Special Conditions of Contract,

Additional Conditions, Approved makes & Tender Drawings

PART C

Financial Bid

May 2019

Name of work: Construction and Development INST Campus at Sector- 81, Knowledge City, Mohali SH: Providing and fixing of False Ceiling. PART-A TECHNICAL/ELIGIBILITY BID NOTICE INVITING TENDER, ELIGIBILITY CRITERIA, GENERAL CONDITIONS OF CONTRACT

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PART B: For special conditions of contract, Additional conditions, particular specifications

Approved makes & tender drawings and

PART C: For Financial Bid

INSTITUTE OF NANO SCIENCE & TECHNOLOGY

Habitat Centre, Sector-64, Phase-X, Mohali-160062

1.0. Press Notice

NOTICE INVITING TENDER

The Director, Institute of Nano Science & Technology, Mohali (INST), on behalf of Institute of Nano Science & Technology, Mohali invites percentage rate bids from the eligible and registered contractors, in CPWD, Punjab PWD or UT Chandigarh Administration, having experience in Providing and Fixing of False Ceiling.

NIT NO: 2/INST/2019-20

Name of work: Construction and Development INST Campus at Sector- 81, Knowledge City, Mohali. SH: Providing and fixing of False Ceiling.

Estimated Costput to tender	: ₹ 3, 29, 73, 074/-
Earnest Money	:₹6, 59,461/
Period of Completion	: 05 (Five) Months (150 days)
Pre Bid conference on	: 03-06-2019 at INST

Last Date and Time for Submission of Tender: On or before 20-06-2019 till 3.00 PM

For NIT/Tender Documents Details/downloads or any other correction /amendments /modification / extension till the last date of submission of bids, can be downloaded free of cost from the website: www.inst.ac.in or www.eprocure.gov.in

2.0. PART-A: TECHNICAL/ELIGIBILITY BID

2.1 NIT/TENDER DOCUMENT

		NIT
N.I.T.No.: 02	2/INST/2019-20	
Name of work	Construction and Development INST Campus at Sector- 81, Knowledge City, Mohali. SH: Providing and fixing of False Ceiling.	
Estimated Cost		₹ 3,29,73,074/-
Period of Comp	letion	05 (Five) Months
Earnest Money	Deposit:	₹ 6,59,461/-
Performance G	uarantee	5% of tendered value of schedule
Security Deposit		2.5% of tendered value
Tender to be uploaded on website		On 27-05-2019
Last Date of sul in excel sheet b	omission of pre-bid queri y e-mail only.	es On 31-05-2019 Up to 5:00 PM
Date of Pre bid	Meeting & Venue	on 03-06-2019 at 3:00 PM at INST Mohali
Uploading Pre b amendments, if	oid Clarification/ any	On 10-06-2019
Last Date and ti Tender	me of submission of	20-06-2019 up to 3:00 PM INST shall not be responsible for any postal delay
Date and time o Technical/Eligib	f opening of ility bid/Financial Bid	20-06-2019 at 3:30 PM
Validity of offer		60 days from the date of opening of Tender

Certified that this NIT contains Part - A from page 1 to 37, Part – B from page 1 to 38 , and

Part - C from page 1 to 5 .

This NIT amounting to ₹ 3,29,73,074/- (Rupees Three Crore Twenty Nine Lakh Seventy Three Thousand Seventy Four Only) is hereby approved).

PMC Architect, (Tata Consulting Engineers)

(Sikka Architect Associates)

Director, Institute of Nano Science & Technology

Consultant (Engineering)

2.2. INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR TENDERING FORMING PART OF BID DOCUMENT.

The Director, Institute of Nano Science & Technology, Mohali (INST) invites percentage rate bids from eligible and registered contractors in CPWD, Punjab PWD & U.T. Administration, Chandigarh, having experience in **Providing and Fixing of False Ceiling** for the work of :

S. No.	NIT No.	Name of work & Location	Estimated cost put to Tender	Earnest Money	Period of Completion	Last date & time of submission of tender.	Time & date of opening of tender
1	2	3	4	5	6	7	8
1	02/INST/2019- 20	Construction and Development of INST Campus at, Sector-81, Knowledge City, Mohali (Punjab)-140306 SH: Providing and Fixing of False Ceiling	₹3,29,73,074/-	₹ 6,59,461/-	150 days	Upto 03:00 PM on 20.06.2019	At 03.30 PM on 20.06.2019

- 1. The bidder is required to quote his rate in percentage above/below the estimated cost of work i.e. ₹3, 29, 73,074/-.
- 2. The tender document consisting of specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be compiled with and other necessary documents can be seen and Downloaded from website www.inst.ac.in or www.eprocure.gov.in free of cost.
- 3. The intending bidder should read the schedule of quantities, additional conditions, additional specifications, particular specifications, CPWD- 6 and other terms and conditions given in the NIT. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required. The bidder should also read the General Conditions of Contract for CPWD Works 2014 with up to date correction slips, which is available with Government of India Publications.
- 4. Information and Instructions for bidders posted on website shall form part of bid document.
- 5. The Tender can only be submitted after deposing of original EMD in the form of Demand Draft or Pay Order or Banker's Cheque or Fixed Deposit Receipts and Bank Guarantee of any scheduled Bank towards EMD in favour of Director, INST, Mohali, be submitted along with the tender documents.

ELIGIBILITY CRITERIA

The contractors who fulfil the following requirements shall be eligible to apply. **Joint ventures are not accepted.**

- (a) CPWD Class II or above
- (b) For other Contractor enlisted with CPWD (below Class-II), PWD Punjab & U.T. Administration, Chandigarh, who fulfill the following requirements, shall also be eligible to tender.
 - (i) Three similar completed works each costing not less than **₹132.00**Lakh **OR**
 - (ii) Two similar completed works each costing not less than **₹198.00** Lakh **OR**
 - (iii) One similar completed work costing not less than ₹ 264.00 Lakh

Similar work shall mean completed work containing items of **Providing and Fixing False Ceiling**

The definite proof from the appropriate authority not less than Executive Engineer or equivalent rank of having satisfactorily completed the works as mentioned below during the last Seven years ending previous day of last day of submission of Bids

(c) The enlistment of contractors should be valid on last date of submission of tenders. In case only the last date of submission of tender is extended, the enlistment of contractor should be valid on the original date of submission of tender.

Receipt of deposition of original EMD

(Receipt No.....) Date.....)

1	Name of work	Construction and Development of INST Campus at, Sector-81, Knowledge City, Mohali (Punjab)- 140306 SH: Providing and Fixing of False Ceiling
2	NIT No	02/INST/2019-20
3	Estimated Cost	₹ 3,29,73,074/-
4	Amount of Earnest Money Deposit	₹ 6,59,461/-
5	Last date of submission of bid	Upto 3:00 PM on 20.06.2019

(# To be filled by EMD receiving Officer)

1	Name of Contactor	
2	Form of EMD	
3	Amount Earnest Money Deposit	
4	Date of submission of EMD	

Signature, Name and Designation of EMD

Receiving officer (FO. INST)

Along with Office Stamp

CPWD-6 FOR TENDERING

Percentage rate bids are invited on behalf of Institute of Nano Science and Technology, Mohali, from eligible and registered contractors, in CPWD, Punjab PWD or UT Chandigarh Administration, having experience in **Providing and Fixing of False Ceiling** for the work of "Construction and Development of INST Campus at, Sector-81, Knowledge City, Mohali (Punjab)-140306 SH: **Providing and Fixing of False Ceiling.**"

The enlistment of the contractors should be valid on the last date of submission of bids.

In case the last date of submission of tender is extended, the enlistment of contractor should be valid on the original date of submission of bids.

- 1. The work is estimated to cost ₹ 3, 29, 73,074/-. This estimate, however, is given merely as a rough guide.
- 2. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 7 which is available as a Govt. of India Publication and also available on website. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
- 3. The time allowed for carrying out the work will be 150 days (5 months) from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
- 4. The site for the work is available.
- 5. The architectural & structural drawing shall be made available however an approved programme of completion shall be submitted by the contractor after award of the work.
- 6. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract (Corrections Slip upto 302) Form can be seen and downloaded from website <u>www.eprocure.gov.in</u> or <u>www.inst.ac.in</u> free of cost.
- 7. Earnest Money ₹ 6,59,461/- can be paid in the form of Demand Draft or Pay order or Banker's Cheque or Fixed Deposit Receipt (drawn in favour Director, INST, Mohali payable at Mohali) along with Bank Guarantee of any Scheduled Bank wherever applicable in accordance with the Form annexed hereto having validity for 6 months or more from the last date of receipt of tenders shall be submitted with the tender.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or ₹ 20 lakh, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in

shape of Bank Guarantee of any schedule bank having validity for 6 months or more from the last date of receipt of bids.

The original EMD may be deposited by the bidder before opening of Eligibility/ Technical Bid in the office of the **Director**, **Institute of Nano Science and Technology**, **Mohali**, or along with the tender documents in separate envelop **clearly indicating of EMD**, failing which the tender shall be rejected.

The bank details of INST are as follows:

- 1. Account Name : Director, INSTMohali
- 2. Name of Bank : Canara Bank
- 3. Bank Address : Sector-34A, Chandigarh-160022
- 4. Type of Account : CurrentAccount
- 5. Account No. : **2452201001102**
- 6. IFSC Code : **CNRB0002452**
- 7. MICR Code : **160015003**

Certified copy of Enlistment Order and certificate of work experience and other documents as specified in the press notice shall be submitted with the tender.

Bid/ tender documents submitted by intending bidders shall be opened only of those bidders, whose original EMD deposited along with the tender and other documents placed in envelopes are found in order.

The bid documents are to be deposited up to 3:00PM. on 20-06-2019 and shall be opened at 03:30 PM on 20.06.2019.

9.0 **"Submission of Tender"**

Tender shall be submitted by the bidders in three envelopes along with letter of transmittal as attached with this document in the following manner:

Envelope No- 1 shall contain the EMD

Envelope No-2 shall contain signed and stamped documents confirming the eligibility of the bidder (Technical Bid)

Envelope No-3 shall contain singed and stamped price bid (Financial Bid).

Bidder shall clearly mention the envelope No. on each envelope. All envelopes shall be put together in one large envelope and submitted. Addressed to:

The Director,

Institute of Nano Science & Technology Habitat Centre, Sector-64, Phase-X, Mohali-160062

- Sub: NIT No.: 2/INST/2019-20 for the work "Construction and Development of INST Campus at, Sector-81, Knowledge City, Mohali (Punjab)-140306 SH: Providing and Fixing of False Ceiling."
- 10. The bid/ tender submitted shall become invalid if:
 - (i) The bidders is found ineligible.
 - (ii) The bidder does not deposit original EMD with the office of Director INST, Mohali or along with the tender documents in a separate envelope.
 - (iii) The bidder does not submit all the documents as stipulated in the bid document including the copy of receipt for deposition of original EMD in the INST, Office.
 - (iv) If any discrepancy is noticed between the documents at the time of submission of bid by the lowest tenderer in the office of tender opening authority.
 - (v) if a bidder does not quote any percentage above / below on the total amount of the tender or any section / Sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
 - (vi) In the event of tender being submitted by a firm, it must signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.

11. **Opening of technical bid and financial**

After technical evaluation of applications of bidders, a list of short listed bidders will be prepared, whose eligibility documents are found to be in order.

Thereafter the financial bids of only the verified eligible bidders shall be opened at the notified time, date and place in the presence of the qualified bidders or their representatives.

The bid shall remain valid for a period of 60 days from the date of opening of Technical bid.

- 12. The contractor, whose tender/bid is accepted, will be required to furnish performance quarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than ₹ 10000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank (in case guarantee amount is less than ₹ 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The Earnest Money deposited along with tender shall be returned after receiving the aforesaid performance guarantee. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses, registration or proof of applying labour license, registration with EPFO, ESIC and BOCW Welfare Board and Programme Chart (Time and Progress) within the period specified in Schedule F.
- 13. The letter of award shall be issued to the lowest contractor only on receipt of applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or on submitting the proof of applying thereof. No running Account Bill shall be paid for the work till the labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are received from the contractor by the Officer-in-Charge.
- 14. The Contractor shall submit a programme chart (Time & Chart) for each milestone along with performance guidance and get it approved from the INST.
- 15. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidders implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
- 16. The competent authority on behalf of the Director, INST, Mohali does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the

prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.

- 17. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
- 18. The competent authority on behalf of Director, INST reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted
- 19 The contractor shall not be permitted to bid for works in the INST / CPWD Circle (Division in case of contractors of Buildings, Roads & Electricals Category) responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Central Public Works Department or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department/INST.
- 20. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties of INST, Mohali, is allowed to work as a contractor for a period of one year after his retirement from Government/ INST service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or before submission of the bid or engagement in the contractor's service.
- 21. The bid for the works shall remain open for acceptance for a period of Sixty (60) days from the date of opening of financial bids, if any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the re-bidding process of the work.
- 22. This notice inviting Bid shall form a part of the contract document. The successful bidders/ contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:

- a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto
- b) Standard C.P.W.D. Form 7/8 or other Standard C.P.W.D. Form as applicable.
- c) Standard General Condition of Contract for CPWD 2014 (amended upto last date of receipt of tender.
- 23. GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the contractor and Government will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.

Pre-Bid conference shall be held on 03-06-2019 at 11:00 AM at Institute of Nano Science and Technology, Habitat Centre, Sector-64, Phase-X, Mohali-160062 to clear the doubts of intending bidders, if any. The tenderers are requested to submit their questions/queries in writing (also in editable excel format) to the Director, Institute of Nano Science and Technology, Mohali and email to <u>niranjan.singh@inst.ac.in / varender@inst.ac.in</u> up to 5:00 PM on 31-05-2019

Director, INST, Mohali

GOVERNMENT OF INDIA

INSTITUTE OF NANO SCIENCE & TCHNOLOGY, MOHALI

STATE:

Punjab

PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

Tender for the work, "Construction and Development INST Campus at Sector- 81, Knowledge City, Mohali. SH: Providing and fixing of False Ceiling", to be submitted to the Director, INST, Mohali by 3:00 PM on 20.06.2019. To be opened in presence of tenderers who may be present at 3:30 on 20.06.2019 in the office of Director, INST, Mohali.

TENDER

I/We have read and examined the Notice Inviting Tender, Schedule A, B, C, D, E & F, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special Conditions, Schedule of Rate and other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Director, INST, Mohali within the time specified in Schedule 'F', viz. Schedule of Quantities and in accordance in all respects with the Specifications, Designs, Drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of Contract and with such materials as are provided for, by and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for **60 Sixty days** from the date of opening of tender and not to make any modifications in its terms and conditions.

A sum of ₹ 6,59,461/- is hereby forwarded in Cash/ Receipt Treasury Challan/ Deposit at Call Receipt of a Scheduled Bank/ FDR of a Scheduled Bank/ Demand Draft of a Scheduled Bank/ Bank guarantee issued by a scheduled bank as earnest money. If I/we fail to furnish the prescribed Performance Guarantee within prescribed period, I/we agree that the said **Director, INST, Mohali** or his successor in office shall without prejudice to any other right or remedy be at liberty to forfeit the said Earnest Money absolutely. Further, if I/we fail to commence work as specified, I/we agree that **Director, INST, Mohali** or his successors in office shall, without prejudice to any other right or remedy available in law, be at liberty to forfeit the said **Performance Guarantee** absolutely. The said **Performance Guarantee** shall be a **guarantee** to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 & 12.3 of the tender form. **Further, I/We agree that in case of forfeiture of earnest money or Performance**

Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/ We undertake and confirm that eligible similar work(s) has/ have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of INST, Mohali, then I/we shall be debarred for tendering in INST, Mohali in future forever. Also, if such a violation comes to the notice of INST, Mohali before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/ Performance Guarantee

I/We hereby declare that I/we shall treat the tender documents, drawings and other records connected with the work as Secret / Confidential documents and shall not communicate information / derived therefrom to any person other than a person to whom I/we am/are may authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

DatedXX	Signature of Contractor	
Witness:XX.	Postal Address:	
Address:XX.)		>
Occupation:XX.		
	Telephone No.	
	Fax:-	1

E-Mail:-

ACCEPTANCE

The letters referred to below shall form part of

this contract agreement.

For & on behalf of INST, Mohali

i) XXX

Signature.....

- ii) XXX
- iii) XXX
- iv) XXX

Dated:

Authorized Signatory, INST

XXX: To be filled by the INST

XX : To be filled by the Contractor

PERFORMA OF SCHEDULES (A TO F)

SCHEDULE 'A'

Schedule of quantities- As per Part –C of Page – 1-5

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

S. No.	Description of item.	Quantity	Rate in figures & words	Place of	_
			at which the material will	issue	
			be charged to the contrac	tor	
(1)	(2)	(3)	(4)		_ _ (5)
			NIL		

SCHEDULE 'C'

Tools and plants to be hired to the contractor

		NIL	
S.No.	Description.	Hire charges per day	Place of Issue

SCHEDULE 'D'

Extra schedule for specific requirements/ documents for the work, if any.

a) Special Conditions	- Part –B, Page No – 3 to 26
b) List of approved makes	- Part - B, Page No – 27
c) Tender drawingsd) Performance of Guarantee Certificate.	- Part –B—Page No. 27-38 - Part –A- Page No 28-29

SCHEDULE 'E'

0011				
Refe	rence to General Conditions	of	Contract:General Conditions of Contract 2014 with amendments issued up to the last date of submission of tender.	
1.1	Name of work	:	Construction and Development INST Campus at Sector- 81, Knowledge City, Mohali. SH: Providing and fixing of False Ceiling	
1.2	Estimated Cost of work	:	₹ 3,29, 73,074/-	
1.3	Earnest Money	:	₹ 6,59,461/- (To be returned after receiving performance guarantee)	
1.4	Performance Guarantee	:	5% of tendered value	
1.5	Security Deposit	:	2.5% of tendered value	
SCHEDULE 'F':				

General Rules & Directions:

Officer Inviting Tender	: Director, INST, Mohali.

Maximum percentage for quantity of items

of work to be executed beyond which rates

are to be determined in accordance with

Clauses 12.2 & 12.3 Refer Clause-12 below

Definitions:

2(i)	Engineer-in-Charge:	Consultant (Engg), INST
2(ii)	Accepting Authority:	Director, INST, Mohali (Pb)
2(iii)	Percentage on cost of	
	materials and labour to	
	cover all overheads and	
	profits	15%
2(iv)	Standard Schedule of Rates	Delhi Schedule of Rates 2018 with correction slips upto date of receipt of tender.
2(v)	Department : Ir	nstitute of Nano Science and Technology, Mohali.

2(vi)	Standard CPWD Contract Form:	Form GCC 2014, CPWD Form 7 modified & duly amended upto date of submission of tender.					
Claus	se-1:						
(i)	Time allowed for submission of						
	Performance guarantee after date	10 days					
	of issue of letter of acceptance						
(ii)	Maximum allowable extension with	1 to 5 days.					
	late fee @ 0.10% per day of performan	ice					
	guarantee amount beyond the period a	IS					
	provided in (i) above						
Claus	se-2: I. Authority for fixing compension	ation Director, INST, Mohali					
	Under Clause-2:.						
	II. Whether clause-2A shall be	Not, Applicable					
	applicable.						
Claus	se-5: Number of days from the date of is	sue 15 days					
	of letter of acceptable for reckoning	date of start.					
	Mile Stone Table of Mil	estones (Refer Part–A, Page No26)					
	Time allowed for execution of work	c: 150 days					
Autho	ority to decide						
	i. Extension of time	Director, INST, Mohali (Pb.)					
	ii. Re-scheduling of Mile stone	Director, INST, Mohali (Pb.)					
	iii. Shifting of Date of Start in	Director, INST, Mohali (Pb)					
	case of delay in handing over of	site					
Claus	Clause-6, 6A: Clause applicable- (6 or 6A): Clause-6A (Computerized Measurement to be submitted by agency)						

Claus	se-7: Gross work to b	e done together				
	with net paymer	nt / adjustment of				
	advances for ma	aterial collected,	₹. 50.00 Lakh			
	for being eligible	e to interim payment				
Claus	se-10A:					
	List of testing e	quipment to be				
	provided by the	contractor at site lab.	Not a	applicable		
Claus	se-10-B (ii):					
	()	10-B (ii) shall be applicable	Yes			
Claus	se-10C:					
Claus		our expressed as percent of				
	•			Not Applicable		
•	Total value of wor	К.		Not Applicable		
Claus	e-10 CA:	Not Applicable		Applicable		
S r N o	Materials covered under this clause	Nearest Materials (other than cement, reinforcement bars and structural steel) for which All India Wholesale Price Index to be followed:		Base Price and its corresponding period of all the materials covered under clause 10 CA		
				*Base price (in ₹) per MT		
1	Cement:					
	(i) OPC			₹ 4,688/- per MT		
	(ii) PPC	Nil		₹ 4,375/- per MT		
2	TMT Reinforcement bars (Primary Producers)	Nil		₹ 42,500/- per MT		
3	Structural Steel	Nil		₹ 47,304/- per MT		

(* Note:-The Base Price rates taken are ex-stockyard (exclusive of GST) issued vide No.CE(NZ-1)/SE(P)/EE(P)/10CA/1119-H dated 22-05-2019.).

Clause-10-CC:

Clause 10CC	C to be applicable in contracts	Not applicable					
with stipulate	ed period of completion						
exceeding th	e period shown in the next column						
Schedule of component of other materials, Labour, POL etc. for price escalation:							
Component	of civil construction materials (except r	naterials covered under					
clause 10CA) expressed as percent of total value of	of work.					
Component of Applicable	of labour expressed as percent of total	value of work. Not					
Component	of P.O.L. expressed as percent of total	value of work.					
Clause-11:	Specifications to be followed for : 0	C.P.W.D. Specifications 2009 Vo. I & II					
		ith upto date correction slips till receipt f tender.					
Clause-12:							
	Type of Work	Project and original works					
12.2 & 12.3	Deviation limit beyond which						
	clause 12.2 & 12.3 shall apply	50%					
	for Building work.						
12.5(i)	Deviation limit beyond which						
	clause 12.2 & 12.3 shall apply	100%					
	for foundation works						
	(except earth work)						
(ii)	Deviation limit for items in earth	100%					
	work subhead of DSR or related item	S					
Clause-16:	Competent Authority for						
	deciding reduced rates.	Director, INST, Mohali					

Clause-17:

Defect Liability Period

Clause-18:	List of mandatory machinery tools

& Plants to be deployed by the

Contractor at site

As per Annexure-II

12 Months

Clause-25: Dispute Redressal Committee (DRC)

Constitution of Dispute Redressal Committee (DRC)*	Competent Authority to appoint DRC.
Chairman -Dr., S.K. Sinha,Director, CSIO,Chandigarh Member-Dr. S.K.Sardana, , (Rtd. IDES), Member Judge, Chandigarh Disputes Redressal Commission, Chandigarh	Director, INST, Mohali
Member-Dr. Sandeep Chatterjee, Registrar, IIT, Delhi Member- ShriMoloy Roy, (Civil Engineer, Fmr Vice President, JMC Projects India Ltd, Kolkata.	
Member- Shri S.K.Srivastava,(Retd. Spl. DG, CPWD)	
Member- Shri J.K.Chaudhary,(Retd. CE, CPWD) Quorum: Chairman and 3 members	

Note: * Constituted videOffice Order No. 15(3)/2019-INST dated 18-03-2019.

a) The above constitution of Dispute Redressal Committee is subject to change, for which necessary notification shall be issued by the competent authority of the INST, Mohali, if required.

Clause-36 (i)

S r N	Minimum Qualificatio n of Technical	Discipline	Designation (Principal Technical/ Technical	Minimum Experienc e	Num ber	Rate at which recovery shall be made from contractor in the event of non-deployment.		
0	Represent ative		Representative)			Figures	Words	
1	Graduate Engineer	Civil	Principal Technical representative	5 Years	1 No	₹ 25,000/- per month	₹ Twenty Five thousand only per month	
2	Graduate/ Diploma Engineer	Civil	Project/Site Engineer	4/3 Years	1 No	₹ 20,000/- per month	₹ Twenty thousand only per month	

Note:

1. Foremen, Supervisors and Safety Stewards with basic qualification and SHE certificate as per requirement and instruction of Engineer in Charge at site.

- 2. The recovery, if any, for non-deployment of project manager shall be done from date of start of the project and the recoveries for non-deployment of other staff including technical representatives for E&M works starts 'After 60 days' or 'As per site requirement to be mutually decided in consultation with the EIC', whichever is earlier.
- 3. Assistant Engineers retired from Government services who are holding Diploma will be treated at par with Graduate Engineers. Diploma holder with minimum 10 year relevant experience with a reputed construction company can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.
- 4. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form -16 or CPF deduction issued to the Engineers employed by him) along with every account bill/final bill and shall produce evidence if at any times so required by the Engineer-in-charge.
- 5. The CV of technical persons shall be presented to Engineer in charge before deployment in above work for approval. Once inducted they will not be transferred or removed without the permission on Engineer in Charge.

Clause-42:

i) a) Schedule/ Statement for determining

theoretical quantity of cement & bitumen	Delhi	Sche	dule o	f Rates	2018	with
	correct	ion slij	os issue	ed up to	the da	te of
	receipt	of	tende	er and	as	per
	nomen	clature	e of the	items.		

ii) Variations permissible on theoretical quantities.

- a) Cement 2% plus/ minus.
- b) Steel Reinforcement and structure steel

sections for each diameter, section and category. 2% plus/ minus.

- c) Bitumen for all work. 2.5% Plus only & Nil on minus side.
- d) All other materials

Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

		Rates in figures and words at which recovery shall be made from the contractor					
Sr. No.	Description of item	Excess beyond Permissible Variation	Less use from the permissible variation				
1.	Cement:	Nil					
	(i) OPC		₹ 4,688/- per MT				
	(ii) PPC		₹ 4,375/- per MT				
2.	TMT Reinforcement bars	NII	Ŧ 42.500/ mor				
	(i) Primary Producers	Nil	₹ 42,500/- per MT				

The recovery rates as above are excluding GST & Cartage from Stock Yard to site.

TABLE OF MILE STONE (S)

S I · N o	Description of Milestone (Physical & Financial)	Time Allotted in days (From date of start)	Amount to be withheld in case of non-achievement of milestone (% of Tendered Amount)
1	Work upto 1/8th of the tendered amount	35 days	1.00%
2	Work upto 3/8th of the tendered amount	75 days	1.00%
3	Work upto 3/4th of the tendered amount	115 days	1.00%
4	Full Work Completed in all respect.	150 days	1.00%

Name of work: Providing and Fixing of False Ceiling at INST Campus at Sector-81, Knowledge City, Mohali (Pb.)

FORM OF EARNEST MONEY DEPOSIT

(BANK GUARANTEE BOND)

WHEREAS, contractor...... (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated (date) for the construction of (name of work) (hereinafter called "the Tender")

THE CONDITIONS of this obligation are:

(1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;

(2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required; OR (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor,

We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of his first written demand, without the Engineer-in-Charge having to substantiates his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date* after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in-Charge, 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)

*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

FORM OF PERFORMANCE SECURITY

BANK GUARANTEE BOND

We _____ (hereinafter referred to as "the Bank) hereby undertake to (indicate the name of the bank) pay to the Government an amount not exceeding ₹______ (Rupees ______ only) on demand by the Government.

We ______ do hereby undertake to pay the amounts due and payable (indicate the name of the bank) under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding $\mathbf{\xi}$ _____ (Rupees ______ only).

We, the said bank further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

We ______ further agree that the guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.

We ______ further agree with the Government that the government (indicate name of the bank) shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s)

form time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

We _____ lastly undertake not to revoke this guarantee except (indicate the name of Bank) with the previous consent of the Government in writing.

This guarantee shall be valid upto ______ unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to ₹______ (Rupees ______ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the	day of	fo	r
-----------	--------	----	---

(Indicate the name of Bank)

GUARANTEE BOND TO BE EXECUTED BY THE CONTRACTOR

FOR REMOVAL OF DEFECTS AFTER COMPLETION

IN RESPECT OF ALUMINIUM WORK.

WHEREAS THIS agreement is supplementary to a contract (Hereinafter called the Contract) dated and made between the GUARANTOR OF THE ONE PART AND the Government of the other part, whereby the contractor inter alia, undertook to render the work in the said contract recited structurally stable, workmanship, powder coating, anodizing, colouring and sealing etc.

AND WHEREAS THE GUARANTOR agreed to give a guarantee to the affect that the said work will remain structurally stable and guaranteed against faulty material and workmanship, defective anodizing/ powder coating for five years from the date of completion of work.

NOW THE GUARANTOR hereby guarantee that work executed by him will remain structurally stable and guaranteed against faulty material and workmanship, defective anodizing/ powder coating for five years to be reckoned from the date after the expiry of maintenance period prescribed in the contract. The decision of the Engineer-In-Charge with regard to nature and cause of defect shall be final.

During this period of guarantee, the guarantor shall make good all defects and in case of any defect to satisfaction of Engineer-in-charge at his cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-in-charge calling upon him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the guarantor's cost and risk. The decision of the Engineer-in-Charge as to the cost payable by the Guarantor shall be final and binding.

That if the guarantor fails to make good all defects or commits breach there under, then the guarantor will indemnify the principal and his successor against all loss, damage, cost expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and or cost incurred by the Government, the decision of the Engineer-in-charge will be final and binding on both the parties.

IN	WITNESS	WHEREOF	these	presents	have	been	executed	by	the	obligator
			and				by			for
and	and on behalf of the PRESIDENT OF INDIA on the day, month and year first above written.									

SIGNED, sealed and delivered by OBLIGATOR in the presence of:-

SIGNED FOR AND ON BEHALF OF THE PRESIDENT OF INDIA BY in the presence of:-

1.	 2.	

INTEGRITYPACT

То,	
,	
,	

Sub: NIT No.: 2/INST/2019-20 for the work "providing and Fixing of False Ceiling INST Campus, at Sector-81, Knowledge City, Mohali (Pb.)

Dear Sir,

It is hereby declared that Institute of Nano Science & Technology, Mohali is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/ bid documents, failing which the tenderer /bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the Institute Nano Science & Technology, Mohali.

Yours faithfully,

Director,

Nano Science & Technology, Mohali

INTEGRITY PACT

To,

The Director,

Institute of Nano Science & Technology Habitat Centre, Sector-64, Phase-X, Mohali-160062

NIT No.: 2/INST/2019-20 for the work "Providing and Fixing of False Ceiling at INST at Sector-81, Knowledge City, Mohali (Pb.)

Dear Sir,

I/We acknowledge that Nano Science & Technology, Mohali is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Nano Science & Technology, Mohali. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed IntegrityAgreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, Institute of Nano Science & Technology, Mohali shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Institute of Nano Science & Technology, Mohali. INTEGRITY AGREEMENT

This Integrity Agreement is made at on this......day of20......

BETWEEN

Institute of Nano Science & Technology (Hereinafter referred as the **Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

...... (Name and Address of the

Individual/firm/Company) through..... (Hereinafter referred to as the (Details of duly authorized signatory)

"**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or context here of include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No. 4/INST/2018-19) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for "Providing and Fixing of False Ceiling at INST at Sector-81, Knowledge City, Mohali (Pb.)." hereinafter referred to as the "**Contract**".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness /transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses asunder:

Article 1: Commitment of the Principal/Owner

(1) The Principal / Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity

andreason. The Principal/ Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contractexecution.

- (c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biasednature.
- (2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/ Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies andprocedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- (1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contractexecution:
- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
- (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the biddingprocess.
- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PCAct. Further the Bidder(s) /Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part ofthebusiness relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents /representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/ parallel tender for the sameitem.

- (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of theContract.
- (3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose

ofobtainingunjustadvantagebyorcausingdamagetojustifiedinterestofothersand/ortoinfluence the procurement process to the detriment of the Governmentinterests.

(5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tenderingprocess).

Article 3: Consequences of Breach

- Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s) / Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal / Owner's absolute right:
- (1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article2 above or in any other form, such as to put his reliability or credibility in question, the Principal/ Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/ determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by thePrincipal/Owner.
- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that mayhaveaccrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- (3) Criminal Liability: If the Principal/ Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Prevention of Corruption Act, or if the

Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for furtherinvestigation.

Article 4: Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 5years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tenderprocess.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from theTender process or action can be taken for banning of business dealings/ holidaylisting of the Bidder/Contractor as deemed fit by the Principal/Owner.
- (3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusionprematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Associate Agencies

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Associate agencies.
- (2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- (3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is later and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, i.e. Institute of Nano Science & Technology.

Article 7- Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the head quarters of the division of the Principal/Owner who has floated the tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.

- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

- All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender / Contract documents with regard any of the provisions covered under this Integrity Pact.
- IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor) WITNESSES:

1.....

(Signature, name andaddress)

2.

(Signature, name and address) Place: Dated:

False Ceiling: Part-A

FORM 'G'

DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE LAST SEVEN YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF

TENDERS.

1	.oNo.
	Name of work / Project and Location
3	O wner or sponsoring organization
4	Gross amount of work done ofitems/ components mentioned in Cost of work in Crore of rupees
5	b Date of Commencement as per contract
6	Stipulated date of completion
	Actual Date of Completion
8	Whether the work was done on back to back basis—Yes/No
9	Litigation / arbitration cases pending / in progress with details *
	Name and address/ telephone Number of officer to whom reference

FORM 'H' PERFORMANCE REPORT OF WORKS REFERRED TO IN FORMS "C"

1. Name of work/project & location		:
2. Agreement no.		:
3. Estimated cost		:
4. Tendered cost		:
5. Date of start		:
6. Date of completion		
(i) Stipulated date of completion		:
(ii) Actual date of completion		:
7. (a)Whether case of levy of compens	ation	
for delay has been decided or not	?	: Yes / No
(b) If decided, amount of compensation	ו levied	b
for delayed completion, if any.		:
8. PerformanceReport		:
(1) Quality of work	:	Outstanding/Very Good/Good/Poor
(2) Financial soundness	:	Outstanding/Very Good/Good/Poor
(3) Technical Proficiency	:	Outstanding/Very Good/Good/Poor
(4) Resourcefulness	:	Outstanding/Very Good/Good/Poor
(5) General Behaviour	:	Outstanding/Very good/Good/Poor

Executive Engineer or Equivalent

Institute of Nano Science and Technology



INSTITUTE OF NANO SCIENCE AND TECHNOLOGY

Habitat Centre, Sector-64, Phase-X, Mohali-160062

<u>PART-B</u> SPECIAL CONDITIONS OF CONTRACT, ADDITIONAL CONDITIONS, PARTICULAR SPECIFICATIONS, LIST OF TENDER DRAWINGS

Construction & Development of Campus of Institute of Nano Science & Technology at Knowledge City, Sector-81, Mohali (Punjab)]. **SH: Providing and fixing of False Ceiling**.

INDEX

Name of Work: Construction & Development of Campus of Institute of Nano Science & Technology at Knowledge City, Sector-81, Mohali (Punjab)]. SH: Providing and fixing of False Ceiling

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1.1	Special Conditions – General	3-26
2.0	List of Approved Makes	27
3.0	Tender Drawings	27-38

1.0 SPECIAL CONDITIONS OF CONTRACT

- 1.1. Special Conditions General
- 1.1.1. The contents of special conditions take precedence over the general 'Clauses of Contract.
- 1.1.2. The Contractors are advised to inspect and examine the site and its surroundings and satisfy themselves with the nature of site, the means of access to the site, the constraints of space for stacking material / machinery, labour etc., constraints put by local regulations, if any, weather conditions at site, general ground/subsoil conditions etc. or any other circumstances which may affect or influence their tenders. No claim what so ever on account of site constraints mentioned above or any other site constraints, lack of public transport, inadequate availability of skilled, semi-skilled or unskilled workers in the near vicinity, non-availability of construction machinery spare parts and any other constraints not specifically stated here, shall be entertained from the Contractor. Therefore, the Tenderers are advised to visit site and get first-hand information of site constraints. Accordingly, they should quote their tenders. Nothing extra shall be payable on this account.
- 1.1.3. The site is available for work. The Contractor shall carry out survey of the work area, at his own cost, setting out the layout and fixing of alignment of the building as per architectural and Structural drawings in consultation with the Engineer-In-Charge and proceed further ensuring full structural continuity and integrated and monolithic construction. Any discrepancy between the architectural drawings and actual layout at site shall be brought to the notice of the Engineer-In-Charge. It shall be responsibility of the Contractor to ensure correct setting out of alignment. Nothing extra shall be payable on this account. No claims, whatsoever, shall be entertained at a later date for any errors found, on plea that the information supplied by the INST MOHALI in the tender is insufficient or is at variance with the actual site conditions.
- 1.1.4. The contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the tender or works to the extent, the contractor shall be satisfied before submitting the tender as to all relevant matters, including (without limitation):
 - (a) The form and nature of the site, including sub-surface conditions,
 - (b) The hydrological and climatic conditions,
 - (c) The extent and nature of the work and goods necessary for the execution and completion of the works and the remedying of any defects,
 - (d) The laws, procedures and labour practices of the country, and

- (e) The contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services etc.
- 1.1.5. The Contractor shall, if required by him, before submission of the tender, inspect the drawings in the Office of the Institute of Nano Science and Technology, Habitat Centre, Sector-64, Phase-X, Mohali- 160062. The INST MOHALI shall not bear any responsibility for the lack of knowledge and also the consequences, thereof to the Contractor. The information and data shown in the drawings and mentioned in the tender documents have been furnished for general information and guidance only. The Engineer- in-Charge, in no case, shall be held responsible for the accuracy thereof and/or interpretations or conclusions drawn there from by the Contractor and all consequences shall be borne by the Contractor. No claim, whatsoever, shall be entertained from the Contractor, if the data or information furnished in tender document is different or in-correct otherwise or actual working drawings are at variance with the drawings available for inspection or attached to the tender documents. It is presumed that the Contractor shall satisfy himself for all possible contingencies, incidental charges, wastages, bottlenecks etc. likely during execution of work and acts of coordination, which may be required between different agencies. Nothing extra shall be payable on this account.
- 1.1.6. The nomenclature of the item given in the schedule of quantities gives in general the work content but is not exhaustive i.e. does not mention all the incidental works required to be carried out for complete execution of the item of work. The work shall be carried out, all in accordance with true intent and meaning of the specifications and the drawings taken together, regardless of whether the same may or may not be particularly shown on the drawings and/or described in the specifications, provided that the same can be reasonably inferred there from may be several incidental works, which are not mentioned in the nomenclature of each item but will be necessary to complete the item in all respect. All these incidental works / costs which are not mentioned in item nomenclature but are necessary to complete the item shall be deemed to have been included in the rates guoted by the contractor for various items in the schedule of quantities. No adjustment of rates shall be made for any variation in guantum of incidental works due to variation / change in actual working drawings. Also, no adjustment of rates shall be made due to any change in incidental works or any other deviation in such element of work (which is incidental to the items of work and are necessary to complete such items in all respects) on account of the directions of Engineer-In-Charge. Nothing extra shall be payable on this account.
- 1.1.7. The contractor(s) shall give to the local body, police and other authorities all necessary notices etc. that may be required by law and obtain all requisite licenses for temporary obstructions, enclosures etc. and pay all fee, taxes and charges which may be leviable on account of these operations in executing the contract. He shall make good any damage to the adjoining property whether public or private and shall supply and maintain lights either for illumination or for cautioning the public at night.

The contractor shall also provide and erect temporary protective barricades within the plot, if required, to prevent any accident. Nothing extra shall be payable on this account.

The contractor shall maintain it during the complete period of execution and realign it if required, for execution of works.

- 1.1.8. The Contractor(s) shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night. In case of any accident of labours/ contractual staffs the entire responsibility will rest on the part of the contractor and any compensation under such circumstances, if becomes payable, shall be entirely borne by the contractor.
- 1.1.9. The work shall generally be carried out in accordance with the CPWD Horticulture & Landscaping 2018" & "CPWD Specifications2009Vol. I & II" with up to date correction slips, additional/Particular Specifications, architectural/Structural drawings and as per instructions of Engineer-In-Charge. Any additional item of the work, if taken up subsequently, shall also confirm to the relevant CPWD specifications as mentioned above.
- 1.1.10 The several documents forming the tender are to be taken as mutually complementary to one another. Detailed drawings shall be followed in preference to small scale drawings and figured dimensions in preference to scale dimensions.
- 1.1.11. There be any difference or discrepancy between the description of items as given in the schedule of quantities, particular specifications for individual items of work (including special conditions) and I.S. Codes etc., the following order of preference shall be observed.
 - i. Description of items as given in Schedule of quantities
 - ii. Particular specifications
 - iii. Special conditions
 - iv. Additional Condition
 - v. Tender drawings attached
 - vi. CPWD Specifications including correction slips issued up to the last date of uploading/submission of tender.
 - vii. General Conditions of Contract for CPWD Works including correction slips issued up to the last date of uploading/submission of tender.
 - viii. Indian Standards Specifications of B.I.S.
 - ix. Manufacturer's specifications and as decided by the Engineer-In-Charge.
 - x. Sound Engineering practices or well established local construction practices.
- 1.1.12. The works to be governed by this contract shall cover delivery and transportation up to destination, safe custody at site, insurance, erection, testing and commissioning of the entire works including Defect Liability Period as mentioned in the NIT.

The works to be undertaken by the contractor shall inter-alia include the following:

- I. Preparation of detailed SHOP drawings and AS BUILT drawings wherever applicable.
- II. Obtaining of Statutory permissions where-ever applicable and required.
- III. Pre-commissioning tests as per relevant standard specifications, code of practice, Acts and Rules wherever required.
- IV. Warranty obligation for the equipments and / or fittings/fixtures supplied by the contractor.
- V. Contractor shall provide all the shop drawings or layout drawings for all the coordinated services before starting any work or placing any order of any of the services etc. These shop drawings/layout drawings shall be got approved from Engineer-in-Charge before implementation and this shall be binding on the contractor.
- VI. The contractor shall submit material submittals along with material sample for approval of Engineer-In-Charge prior to delivery of material at site.
- 1.1.13. The work shall be carried out in accordance with the approved drawings to be issued from time to time, by the Engineer-In-Charge. Before commencement of any item of work the contractor shall correlate all the relevant architectural and structural drawings, nomenclature of items and specifications etc. issued for the work and satisfy himself that the information available from there is complete and unambiguous. The figure and written dimension of the drawings shall be superseding the measurement by scale. The discrepancy, if any, shall be brought to the notice of the Engineer-In-Charge before execution of the work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and or incomplete information and no claim whatsoever shall be entertained by the INST MOHALI on this account.
 - a. The delay caused on account of non-timely action by the contractor in resolution of the differences whatsoever shall not be considered as valid ground for extension of time unless otherwise accepted by EIC.
- 1.1.14. Unless otherwise provided in the Schedule of quantities vide Part-C, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing extra shall be payable to him on this account.
- 1.1.15. The Contractor(s) shall take instructions from the Engineer-In-Charge regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, services and compound walls are to be constructed. The stacking shall take place as per stacking plan however, if any change is required, the same shall be done with the approval of Engineer-In-Charge.
- 1.1.16. The contractor shall engage specialized agency for carrying out specialized items mentioned in this document. Before engaging such agency, the contractor shall submit the details for the approval of Engineer-In-Charge, the name of the agency

along with their working experience, presentation on method statement and materials being used for execution of such items etc.

- 1.1.17. The Contractor shall bear all incidental charges for cartage, storage and safe custody of Materials, if any, issued by INST MOHALI as well as to those materials also arranged by the contractor.
- 1.1.18. The contractor shall give performance test of the entire installation(s) as per the specifications in the presence of the Engineer-In-Charge or his authorized representative before the work is finally accepted and nothing extra what-so-ever shall be payable to the contractor for such test.
- 1.1.19. The contractor shall make his own arrangements for water and for obtaining electric connections if required and make necessary payments directly to the State Govt. Departments concerned. Contractor shall get the water tested from laboratory approved by the Engineer-In-Charge at regular interval as per the CPWD Specifications. All expenses towards collection of samples, packing, transportation etc. shall be borne by the contractor. Contractor shall neither be allowed to use existing bore well, if any, nor shall be allowed to dig any borewell in the site premises unless he gets permission from the concerned authority. If required, the contractor shall install water treatment plant at site and treat the water to obtain the desired parameter of water quality required for construction as per relevant IS codes.
- 1.1.20. Site test register & MAS Registers to be maintained by contractor:

All test registers and MAS registers issued by the Engineer-In-Charge shall be maintained by the contractor which will be reviewed by the officers of PMC (project management consultant) or the person authorized by INST MOHALI at regular intervals. These may also be reviewed by Engineer in charge as and when required. Frequency of tests will be governed by the CPWD specifications with up to date correction slips.

1.1.21. SECURITY AND TRAFFICARRANGEMENTS

In the event of any restrictions being imposed by the Security agency, INST MOHALI, Traffic or any other authority having jurisdiction in the area on the working or movement of labour/material, the contractor shall strictly follow such restrictions and nothing extra shall be payable to the contractor on such accounts. The loss of time on these accounts, if any, shall have to be made up by augmenting additional resources whatever required.

1.1.21.1. The contractor is required to make his own arrangements to provide huts for labourer's **(Outside Site Campus)** as is acceptable to local bodies and nothing extra shall be paid on this account. He shall make his own arrangements for stores, field office etc. Before tendering, he shall visit the site and assess the manner in which he is able to arrange the above facilities. The Engineer-in- Charge shall in no way be

responsible for any delay on this account and no claim, whatsoever, on this account shall be entertained.

- 1.1.22. No payment shall be made for any damage caused by rain, snowfall, flood or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the govt. property and the work for which payment has been advanced to him under the contract and he shall make good the same at his risk and cost. The contractor shall be fully responsible for safety and security of his material, T&P/Machinery brought to the site by him.
- 1.1.23. The contractor shall construct suitable godowns, yard at the site of work for storing all materials so as to be safe against damage by sun, rain, damages, fire, theft etc. at his own cost and also employ necessary watch and ward establishment for the purpose at his cost. The contractor shall also establish the batching plant and office of the contractor at site free of cost. Before starting such office/ yard the contractor will submit a layout plan to INST MOHALI for approval. This shall be maintained as per the prevailing norms of statutory bodies failing which a suitable penalty shall be imposed on the contractor. The contractor will barricade this area at his own cost and nothing shall be paid on this account.

1.1.24. TIME CONTROL

- (a) After issue of Letter of Acceptance, the Contractor shall submit to the Engineer-In-Charge for approval, the Construction schedule duly signed including Environmental Management Plan showing the general methods, arrangements, order, and timing for all the Micro-activities in the Works along with monthly cash flow forecasts. The same shall be form part of the contract.
- (b) 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.
- (c) The Contractor shall submit to the Engineer-In-Charge for approval an updated Program at intervals no longer than 30 days. If the Contractor does not submit an updated Program within this period, the Engineer-In-Charge may withhold the amount **Rs. 5,000/-** from the next Running Bill and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
- (d) Engineer-In-Charge's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer-In-Charge again at any time. A revised Program shall show the effect of Variations and Compensation Events.

1.1.25. SPECIFICATIONS

The work shall be executed in accordance with the specifications enclosed, the working drawings, the Bill of Quantities and instructions issued from time to time.

Wherever these specifications are found wanting in any way, the C.P.W.D. specifications (Civil & Horticulture) shall apply.

1.1.26. VERIFICATION AT SITE

The Contractor shall verify at the site information regarding existing services, levels, dimensions, etc. as indicated in the drawings and shall remain responsible for the accuracy and maintenance of all dimensions and levels. On verification if any discrepancy is found between what is shown in the drawings and what is actually existing the Contractor before proceeding with further works shall immediately bring the same to the notice of the Engineer-In-Charge.

1.1.27. PROGRAMME OF WORKS AND METHOD OF CONSTRUCTION

The Contractor shall submit to the Engineer-In-Charge prior to the commencement of work, for his approval, a detailed programme in the format as approved by the Engineer-In-Charge. The detailed programme shall necessarily contain but not limited to all the activities in different phases and in different locations, separately specifying there in the start and end of such activity. However, this submission and subsequent approval shall not relieve the contractor of any of his duties or responsibilities under this contract.

1.1.28. NOTICE OF OPERATION

In spite of submission and approval of the work programme the contractor shall not carry out any major operation without the consent of the Engineer-In-Charge.

1.1.29. ORDERING MATERIALS

The Contractor is entirely responsible for assessing the quantities of material to be ordered for using these in permanent works.

1.1.30. WORK DIARY

The Contractor shall maintain site order book on the site in which all remarks, instructions, decisions and the essential details, of the work shall be recorded by the Engineer-In-Charge. The Contractor shall assist in keeping the Site order Book by supplying daily information on the works as required by the Engineer-In-Charge.

1.1.31. CONSTRUCTION RECORDS

The Contractor shall keep and supply to the Engineer-In-Charge full and accurate records of the dimensions and positions of all new work and any other information necessary for the Engineer-In-Charge.

1.1.32. SAFETY OF ADJACENT STRUCTURES OF WORKS

The Contractor shall provide and erect to the approval of the Engineer-In-Charge such supports as may be required to protect efficiently all structures or works which may be endangered by the execution of the works or otherwise take such permanent measures as may be required by the Engineer-In-Charge to protect the structures or works.

1.1.33. KEEPING SITE CLEAN

During the progress of the works and when directed by the Engineer-In-Charge the Contractor shall keep the site clear of all rubbish and debris including that which may be deposited on the site by any sub-contractors until the date of issue of certificate of completion. The cost of keeping the site clean shall be deemed to have been included for in the rates. On completion of the works, the Contractor shall at his own expense clear away and remove from the site not later than 30 days from the date of completion of works all constructional plant, surplus material, rubbish and temporary works of every kind and leave the entire site and works clean and in a workmanlike condition to the satisfaction of the Engineer-In-Charge.

1.1.34. LIGHTING FOR WORK

The Contractor shall at all times provide approved lighting as required for the proper execution and supervision of these works.

1.1.35. PROGRESS REPORT

The Contractor shall submit regular fortnight progress reports to the Engineer-In-Charge in a form as required by him.

1.1.36. CONTRACT RATES

- (i) The Contract rates and prices shall be deemed to; include all labour, materials, use of plant tools, temporary works and buildings, etc. insurance, GST, local taxes and duties establishment charges, profit, supervision, transport, testing and other charges and fees and every expense incurred in the proper and due execution, completion and maintenance of the works, and shall be accepted by the Contractor in full satisfaction and discharge of every obligation imposed upon him by these specifications, schedules of items and drawings. GST TDS, Labour cess, Security and other statutory deductions, if any, shall be deducted from each running bill as applicable.
- (ii) The rates quoted by the Contractor are deemed to be inclusive of site clearance, setting out work, profile, setting lay out on ground, establishment of reference bench mark(s), installing various signage, taking spot levels as directed by Engineer-In-Charge, survey with total station, construction of all safety and protection devices, compulsory use of helmet and safety shoes, and other appropriate safety gadgets by workers, imparting continuous training for all the workers, barriers, preparatory works, construction of clean, hygienic and well ventilated workers housings in sufficient numbers as per drawing supplied by Engineer in charge, working during monsoon or odd season, working beyond normal hours, working at all depths, height, lead, lift, levels and location, implementation of green building norms to achieve desired GRIHA Rating compliances etc. and any other unforeseen but essential incidental works required to complete this work. Nothing extra shall be payable on this account and no extension of time for completion of work shall be granted on these accounts.

- (iii) The rates quoted by the tenderer, shall be firm and inclusive of all taxes and levies.
- (iv) No foreign exchange shall be made available by the Department for importing (purchase) of equipment, plants, machinery, materials of any kind or any other items required to be carried out during execution of the work. No delay and no claim of any kind shall be entertained from the Contractor, on account of variation in the foreign exchange rate.
- Ancillary and incidental facilities required for execution of work like labour camp, (v) stores, fabrication yard, offices for Contractor, watch and ward, temporary ramp required to be made for working at the basement level, temporary structure for plants and machineries, water storage tanks, installation and consumption charges of temporary electricity, telephone, water etc. required for execution of the work, liaison and pursuing for obtaining various No Objection Certificates, completion certificates from local bodies etc., protection works, testing facilities / laboratory at site of work, facilities for all field tests and for taking samples etc. during execution or any other activity which is necessary (for execution of work and as directed by Engineer-in- Charge), shall be deemed to be included in rates quoted by the Contractor, for various items in the schedule of quantities. Nothing extra shall be payable on these accounts. Before start of the work, the Contractor shall submit to the Engineer-In-Charge, a site / construction yard layout, specifying areas for construction, site office, positioning of machinery, material yard, cement and other storage, steel fabrication yard, site laboratory, water tank, etc.
- (vi) For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, notwithstanding the fact that the Contractor may have to pay extra amounts for any reason, to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them.
- (vii) All material shall only be brought at site as per program finalized with the Engineer-In-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.
- (viii) The rate for all items, in which the use of cement is involved, is inclusive of charges for curing.
- (ix) Contractor has to make his own labour hutment arrangements outside the campus, for that he has to identify the areas close to site & take necessary permissions & develop the area with proper facilities like water, sanitation, drains etc. Nothing extra shall be payable on this account to contractor.

1.1.37. AS BUILT DRAWINGS

On completion of work, the Contractor shall submit to the Engineer-In-Charge one original and 2 copies of as built drawings indicating as built civil structures, installed equipment's, piping & valves.

1.1.38. SAMPLES AND PROTOTYPES

The contractor shall submit to the Engineer-In-Charge samples of all materials required for prior approval in writing before placing the order. The Contractor shall also construct prototypes or samples of work as laid down in the contract or as instructed by the Engineer-In-Charge.

Such samples and prototypes after approval shall be retained by the Engineer-In-Charge and shall serve as the standards to be achieved in final construction.

1.1.39. MATERIAL INSPECTION, EXAMINATION & TESTING

All materials and equipment shall be brand new. On arrival of the materials at site they shall be inspected and tested by the Engineer-In-Charge to ensure that the materials conform to the specifications and standards. The Engineer-In-Charge and his representatives shall at all reasonable time have free access to the contractor's/manufacturer's works. They shall have full powers to examine the materials and workmanship of the equipment at the contractor works or at any other place from where the material or equipment is obtained. The contractor shall give every facility to the Engineer-In-Charge and his representatives and necessary help for inspection, examination & testing of the materials. Original test certificates of the manufacturer's shall be submitted by the Contractor for all major equipment before they are accepted by the Engineer-In-Charge. Acceptance of any material or equipment shall in no way relieve the Contractor of his responsibility for meeting the requirements of the contract.

1.1.40. PERMITS & LICENSES

The Contractor shall obtain all permits and/or licenses if required for any part of the work from the local Authorities and pay for any and all fees required for the same.

1.1.41. TRAINING OF PERSONNEL AT SITE

In order to enable the owner's staff to get acquainted with the operation and maintenance of the system, the contractor at no extra cost to the user shall train the user's personnel during the period of installation, testing, commissioning and prior to virtual completion and taking over by user.

1.1.42. STORAGE OF MATERIALS AND SAFE CUSTODY

Lockable storage space, on site shall be made available by the contractor himself and the contractor shall be responsible for watch and ward and safe custody of his equipment and installations till they are formally taken over by the user.

1.1.43. INSURANCE

All equipment, materials, machinery and installations as a whole shall be insured by the contractor until virtual completion and take over by the user. Insurance policy should cover for all kinds of erection risks, fire, theft, or loss in transit. All workers and third party shall be insured in accordance with the Workmen Compensation Act in the event of an accident.

1.1.44. MEASUREMENT

All works shall be measured in accordance with relevant IS Standards not withstanding general or local practices unless where specifically described otherwise in the specific sections of the specifications. All measurements shall be taken by the Engineer-In-Charge representative in the presence of the contractor's authorised representative and shall be jointly signed by both parties. Payments in accordance with the measurements recorded shall be released as per the terms and mode of payment agreed in the contract.

1.1.45. TIME OF COMPLETION

The entire works are required to be completed within 9 Months (Including rainy season) from the 15th day after the date on which the owner issue written orders to commerce the work in following phases:

- (i) Tree Plantation Shall be done in August
- (ii) Balance work shall be done in February.

1.1.46. LIQUIDATED DAMAGES/COMENSATION FOR DELAY

In case the contractor is not able to complete the entire work, in accordance with the contract, within the stipulated completion period or within the period of time extended by the consultant / engineer in charge in writing, then the contractor shall be liable to pay to the owner liquidated damages a sum as stipulated in clause 2 of contract agreement.

1.1.47. TERMINATION OF CONTRACT BY THE OWNER

If the contractor commits any "Act or Insolvency" or shall be adjudged as insolvent or shall have an order for compulsory winding up made against him or pass effective resolution for winding up voluntarily or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by / on behalf of any of the creditors of the contractors, or shall assign the contract without prior written consent of the Engineer-In-Charge shall charge or encumber this contract thereunder, or is the Engineer-In-Charge shall certify in writing that the contractor.

- (a) Has abandoned the contract.
- (b) Has failed to commence works, or has without any lawful excuse under these conditions suspended the progress of the works for seven days after receiving from the Engineer-In-Charge written notice to proceed.

- (c) Has failed to proceed with the work with such due diligence and failed to make such due progress as would enable the works to be completed in accordance with the approved programme of work.
- (d) Has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Engineer-In-Charge written notice that the said materials or work were condemned and rejected by the Engineer-In-Charge under these conditions.
- (e) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to observed and performed by the contractor for seven days after written notice shall have been given to the contractor requiring the contractor to observe or perform the same.
- (f) Has to the detriment of good workmanship or defiance of the Engineer-In-Charge instructions to the contrary of the said clauses, the owner with the written consent of the consultant may not withstanding any previous waiver, after given seven days' notice in writing under the provision of this clause to the contractor, determine the contract without prejudice to the powers of the consultant or the obligations and liabilities of the contract, the whole of which shall continue to be in force as if the contract has not been so determined and as if the work subsequently executed has been executed by / or on behalf of the contractor.

After issue of such notice, the contractor shall not be at liberty to remove from site any plant, tools and materials belonging to which shall have been placed there on for the purposed of the works and the owner shall have lien upon such plant, tools or materials to subsist from the date of such notice and until the notice shall have been complied with.

If the contractor shall fail to comply with the requirements of said notice for 7 days after such notice has been given, the owner shall have powers to enter upon and take possession of the works and site and all plants, tools and materials thereon, and to engage any other person, firm or agency to complete the works, utilizing plant, tools and materials to the extent possible. The owner shall not in any way be responsible for damage or loss of the tools, equipment and materials and the contractor shall not have any compensation on thereof.

Upon completion of the works, Engineer-In-Charge shall certify the amount of expenditure properly incurred consequent on and incidental to the defaults of the contractor as aforesaid and such amount shall be deducted from the payments due to the contractor. If the said amount exceed the payments due to the contractor the owner shall be at liberty to dispose off any of the contractor's tools, materials or plant and apply the proceeds for the payments due from contractor and recover the balance by process of law.

After the work have been completed and after amounts due has been fully recovered from the contractor, Engineer-In-Charge shall give written notice to the contractor to remove the surplus plant and materials from site. If such items are not removed within a period of 14 days of such notice, the owner shall have the power to remove and sell the same holding the proceeds less cost of removal and sale to the credit of the contractor. The owner shall not be responsible for any loss sustained by the contractor from such sales.

1.1.48. LABOUR

1.1.48.1 LABOUR RULES

In respect of all labour directly or indirectly employed on the works by the contractor, the contractor, shall comply with the provisions of the contract labour (Regulation and Abolition) Act 1970, minimum Wages Act 1948, payment of wages act 1936 and any amendments thereof and all legislations and rules of the state and / or central government or other local authority, framed from time to time, governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed on building and construction works and for bonus, retirement benefits, retrenchment / lay off compensation, and all other matters involving liabilities of Employers to Employees. The rules and other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of register etc. will be deemed to be part of the contractor's obligation under the contract. The contractor shall indemnify the owner against any payments to be made under the observance of the above regulations without prejudice to his right to claim indemnify from his sub-contractors.

1.1.48.2: ACCIDENT REPORTING

The contactor shall be responsible for the safety of all employees and / or workers employed or engaged by him on and in connection with the works and shall forthwith report all cases of accidents to any of them, whoever caused and whenever occurring to the authorities concerned as required by law and to the Engineer-In-Charge and shall make every arrangement to render all possible assistance and aid to the victim of the accident.

1.1.48.3 PROVISION OF WORKMEN'S COMPENSATION ACT

The contractor shall at all times indemnify and keep indemnified the owner against all claims for compensation under the provisions of the workmen's compensation act 1923 or any other law for the time being in force by or in respect of any workmen employed by the contractor in carrying out the contract and against all costs and expenses or penalties incurred by the owner in connection there with. In every case in which, by virtue of the provisions of the said act, the owner is obliged to pay compensation to a workman employed by the contractor in executing the works, the owner shall recover from the contractor the amount of the compensation so paid, and without prejudice to the rights of the owner under the said act. The owner shall be at liberty to recover such amount or any part there of the deducting it from the Retention money or from any moneys due by the owner to the contractor. Whether under this contract or otherwise without prejudice to any other remedy that may be available to the owner in law. The owner shall not be bound to contest any claim made against it under the said act, except on the written request of the contractor and upon his giving to the owner full security for all costs for which the owner might become liable in consequence of contesting such claim.

1.1.48.4. ACCIDENT OR INJURY TO WORKMEN

The owner shall not be liable for or in respect of any damages or compensation payable by law in respect of, or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his subcontractor, and the contractor shall indemnify and keep indemnified the owner against all such damages and compensation, and against all claims, damages, proceeding costs, charges and expenses whatsoever in respect thereof or in relation thereto.

1.1.48.5. PROVISION OF MINES ACT

The contractor shall observe and perform all the provisions of the mines act 1952 where applicable or any statutory modifications thereof and shall indemnify and keep indemnified the owner from and against any and all claims under the said act.

1.1.48.6. PRESERVATION OF PEACE

The contractor shall make requisite precautions to prevent any riotous or unlawful behaviour by or amongst his workmen and/or others employed on the works by him, for the preservation of peace and protection of the inhabitants and security or property in the neighbourhood or the works.

1.1.48.7. AGE LIMITS OR LABOUR

The age limit of employment of labour shall be strict accordance with the existing labour regulations.

1.1.48.8. REPORT OF LABOUR EMPLOYED

The contractor shall submit the Daily Labour Report to the project Manager.

1.1.48.9. OBSERVANCE BY SUB-CONTRACTORS

The contractor shall be responsible for the observance of the provisions of aforesaid clauses by the subcontractors employed by him in the execution of the contract.

1.1.49. ESCALATION

No Escalation of any kind is admissible during the period of the project and Contractor shall keep his prices firm during this period. In case of any additional work (the quantity of which is stated elsewhere) in the total scope of work, these quoted rates for the items shall remain valid for the total currency of the contract from the notice of award.

(a) Any extra item / items which might be executed as per approval of Project Manager at site during execution but is not covered in the scope of work. The contractor has

to submit the rate analysis based on lowest market rates for labour and material. On these rates 15 % shall be paid as overheads and contractors profit. If it is an item rate executed through sub contract, the contractor shall be paid 15 % overheads and contractors profit on the sub contract rate.

- 1.1.50. Any reference made to any Indian Standard Specifications, shall imply to the latest version of that standard, including such revisions/ amendments as issued by the Bureau of Indian Standards upto last date of receipt of tender The Contractor shall keep at his own cost all such publications including relevant Indian Standard Codes applicable to the work at site.
- 1.1.51. All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested before covering.
- 1.1.52. Samples including brand/ quality of materials and fittings to be used in the work shall be got approved from the Engineer-In-Charge, well in advance of actual execution and shall be preserved till the completion of the work.
- 1.1.53. The contractor, his authorized representative, workmen etc. shall strictly observe orders pertaining to fire precautions prevailing in the area.
- 1.1.54. Contractor(s) shall study the soil investigation report for the site, available in the office of the Engineer-In-Charge and satisfy himself about complete characteristics of soil and other parameters at site. However, no claim on the alleged inadequacy or incorrectness of the soil data supplied by the department shall be entertained.
- 1.1.55. The tenderer shall see the approaches to the site. In case any approach from main road is required at site or existing approach is to be improved and maintained for cartage of materials by the contractor, the same shall be provided, improved and maintained by the contractor at his own cost.
- 1.1.56. Contractor shall take all precautionary measures to avoid any damage to adjoining property. All necessary arrangement shall be made at his own cost.
- 1.1.57. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night, speed limit boards, red flags, red lights and providing barrier He shall be responsible for all damages and accidents caused to work due to negligence on his part. No hindrances shall be caused to traffic, during the execution of the work.
- 1.1.58. The contractor shall take instructions from the Engineer-In-Charge regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, compound wall, services etc are to be constructed.

- 1.1.59. The contractor shall provide at his own cost suitable weighing, surveying and levelling and measuring arrangements as may be necessary at site for checking. All such equipments shall be got calibrated in advance from laboratory, approved by the Engineer-In-Charge. Nothing extra shall be payable on this account.
- 1.1.60. Contractor shall provide permanent bench marks, flag tops and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the levels and locations, given in the Architectural and plumbing drawings.
- 1.1.61. Water tanks, taps, sanitary, water supply and drainage pipes, fittings and accessories should conform to approved manufacturers specifications where CPWD Specifications are not applicable. The contractor should get the materials (fixtures/fittings) tested from approved labs wherever required at his own cost.
- 1.1.62. The work shall be carried out in accordance with the Architectural drawings and Structural drawings, to be issued from time to time, by the Engineer-In-Charge. Before commencement of any item of work, the contractor shall correlate all the relevant architectural and structural drawings issued for the work, nomenclature of items, specifications etc. and satisfy himself that the information available there from is complete and unambiguous. The figures & the written dimensions of the drawing shall supersede the measurement by scale. The discrepancy, if any, shall be brought to the notice of the Engineer-In-Charge for immediate decision before execution of the work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and/ or incomplete information and no claim, whatsoever shall be entertained on this account.
- 1.1.63. Other agencies may also simultaneously execute and install the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such recesses, holes, openings, trenches etc. as may be required for such related works (for which inserts, sleeves, brackets, conduits, base plates, clamps etc. shall be available as specified elsewhere in the contract) and the contractor shall fix the same at the time of casting of concrete, stone work and brick work, if required, and nothing extra shall be payable on this account.
- 1.1.64. All material shall only be brought at site as per program finalized with the Engineer-In-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.
- 1.1.65. The contractor shall procure the required materials in advance so that there is sufficient time for testing of the materials and approval of the same before use in the work.
- 1.1.66. Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected

against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. In case temporary supporting of such services is required to facilitate the work, the same shall be done by the contractor at no extra cost. In case the existing services are to be shifted permanently, then before dismantling the existing services, alternate/diversion of service lines has to be laid by the contractor so that there is no interruption in use of existing services. The contractor has to plan the alternate suitable route for diversion/shifting of service lines and get the same approved from the Engineer-In-Charge before starting shifting of services. Nothing extra shall be paid except the payment of dismantling and laying of new service lines as per conditions of contract.

- 1.1.67. The contractor shall be responsible for the watch and ward/ guard of the work within his scope.
- 1.1.68. The contractor shall be fully responsible for the safe custody of materials brought by him/ issued to him even though the materials may be under double lock key system.
- 1.1.69. For construction works which are likely to generate malba/ rubbish, contractor shall dispose of malba, rubbish & other unserviceable materials and wastes at his own cost to the notified specified dumping ground and under no circumstances these shall be stacked/ dumped even temporarily, outside the construction premises.
- 1.1.70. The rates quoted by the Contractor are deemed to be inclusive of site clearance, setting out work, profile, establishment of reference bench mark(s), taking spot levels, construction of all safety and protection devices, barriers, preparatory works, working during monsoon, working at all depths, height, lead, lift and location etc until/ unless specified otherwise and any other incidental works required to complete this work. Nothing extra shall be payable on this account.
- 1.1.71. For works below ground level the contractor shall keep that area free from water. If dewatering or bailing out of water is required the contractor shall do it and nothing extra shall be paid except otherwise provided in the items of schedule of quantities.
- 1.1.72. Results of sub-surface investigations conducted at site are indicated in extracts of the report attached. This information about the soil and sub-soil water conditions is being made available to the Contractor, in good faith, for guidance only and the Contractor is advised to obtain details directly as may be considered necessary by him before quoting rates in the tender. No claim whatsoever on account of any discrepancy between the sub-surface strata conditions that may be actually encountered at the time of execution of the work and those given in these tender documents, in-accuracy or interpretation thereof shall be entertained from the Contractor under any circumstances. The ground water table is a variable condition and the information given in the report is only indicative and it may vary from time to time.

- 1.1.73. Any legal or financial implications resulting out of disposal of earth shall be sole responsibility of the contractor. Nothing extra over the schedule shall be paid on this account.
- 1.1.74. The Contractor shall keep himself fully informed of all acts and laws of the Central & State Governments, all orders, decrees of statutory bodies, tribunals having any jurisdiction or authority, which in any manner may affect those engaged or employed and anything related to carrying out the work. All the rules & regulations and byelaws laid down by Collector / MC etc. and any other statutory bodies shall be adhered to, by the contractor, during the execution of work. The Contractor shall also adhere to all traffic restrictions notified by the local authorities. It is clarified that the extra sewage charges (one time charges for commencement of work) required to be paid to the Municipal Corporation/ other statutory bodies shall be paid by the department and need not be considered by the contractor. The water charges (for municipal water connection as well as tanker water) shall be borne by the contractor. Also, if the contractor obtains water connection for the drinking purposes from the municipal authorities or any other statutory body, the consequent sewage charges shall be borne by the contractor. All statutory taxes, levies, charges (including water and sewage charges, charges for temporary service connections and/ or any other charges) payable to such authorities for carrying out the work, shall be borne by the Contractor. The Contractor shall arrange to give all notices as required by any statutory/ regulatory authority and shall pay to such authority all the fees that is required to be paid for the execution of work. He shall protect and indemnify the Department and its officials & employees against any claim and /or liability arising out of violations of any such laws, ordinances, orders, decrees, by himself or by his employees or his authorized representatives. Nothing extra shall be payable on these accounts. The fee payable to statutory authorities for obtaining the various permanent service connections and Occupancy Certificate for the building shall be borne by the Department.
- 1.1.75. Royalty at the prevalent rates shall be paid by the Contractor as per the terms of supply between them on all materials such as boulders, metals, sand and bajri etc. collected by him for the execution of the work, directly to the revenue authority of the state government concerned. Nothing extra shall be payable on this account.
- 1.1.76. No foreign exchange shall be made available by the Department for importing (purchase) of equipment, plants, machinery, materials of any kind or any other items required to be carried out during execution of the work. No delay and no claim of any kind shall be entertained from the Contractor, on account of variation in the foreign exchange rate.
- 1.1.77. The Contractor shall conduct his work so as not to interfere with or hinder the progress of the work being performed by other Contractors or by the Engineer-In-Charge. As far as possible, he shall arrange his work and place, so as not to interfere with the operations of other Contractors or shall arrange his work with that

of the others, in an acceptable and coordinated manner and shall perform it in proper sequence.

- 1.1.78. The Contractor shall assume all liability, financial or otherwise in connection with this contract and shall protect and indemnify the Department from any and all damages and claims that may arise on any account. The Contractor shall indemnify the Department against all claims in respect of patent rights, royalties, design, trademarks of name or other protected rights, damages to adjacent buildings, roads or members of public, in course of execution of work or any other reasons whatsoever, and shall himself defend all actions arising from such claims and shall indemnify the Department in all respect from such actions, costs and expenses. Nothing extra shall be payable on this account.
- 1.1.79. The Contractor shall make all necessary arrangements for protecting from rains, the work already executed and for carrying out the further work, during monsoon including providing and fixing temporary shelters, protections etc. Nothing extra shall be payable on this account. Also, no claims for hindrance shall be entertained on this account.
- 1.1.80. In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained not withstanding any other provisions elsewhere in the contract agreement. Also, the Contractor shall make good, at his own cost, the damages caused, if any.
- 1.1.81. The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupants of the adjacent properties and to the public in general. The Contractor shall take all care, as not to damage any other adjacent property or other services running adjacent to the plot. If any damage is done, the same shall be made good by the Contractor at his own cost and to the entire satisfaction of the Engineer-In-Charge. The Contractor shall use such methodology and equipments for execution of the work, so as to cause minimum environmental pollution of any kind during construction, to have minimum construction time and minimum inconvenience to road users and to the occupants of the buildings on the adjacent plot and public in general, etc. He shall make good at his own cost and to the entire satisfaction of the Engineer in Charge any damage to roads, paths, cross drainage works or public or private property whatsoever caused, due to the execution of the work or by traffic brought thereon, by the Contractor. Further, the Contractor shall take all precautions to prevent any pollution of streams and waterways. All waste or superfluous materials shall be carted away by the Contractor, entirely to the satisfaction of the Engineer-In-Charge. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants/ users of adjoining buildings. No claim what so ever on account of site constraints mentioned above or any other site constraints not specifically stated here, shall be entertained from the Contractor. Therefore, the Contractors are advised to visit site and get

first-hand information of site constraints. Accordingly, they should quote their tender Nothing extra shall be payable on this account.

- 1.1.82. All ancillary and incidental facilities required for execution of work like labour camp, stores, fabrication yard, offices for Contractor, watch and ward, temporary ramp required to be made for working at the basement level, temporary structure for plants and machineries, water storage tanks, installation and consumption charges of temporary electricity, telephone, water etc. required for execution of the work, liaison and pursuing for obtaining various No Objection Certificates, completion certificates from local bodies etc., protection works, barricading, testing facilities/ laboratory at site of work, facilities for all field tests and for taking samples etc. during execution or any other activity which is necessary (for execution of work and as directed by Engineer-In-Charge), shall be deemed to be included in rates quoted by the Contractor, for various items in the schedule of quantities. Nothing extra shall be payable on these accounts. Before start of the work, the Contractor shall submit to the Engineer-In-Charge, a site/ construction yard layout, specifying areas for construction, site office, positioning of machinery, material yard, cement and other storage, steel fabrication yard, site laboratory, water tank, etc.
- 1.1.83. The Contractor shall display all permissions, licenses, registration certificates, bar charts, other statements etc under various labour laws and other regulations applicable to the works, at his site office.
- 1.1.84. No tools and plants including any special T&P etc. shall be supplied by the Department and the Contractor shall have to make his own arrangements at his own cost. No claim of hindrance (or any other claim) shall be entertained on this account. The Contractor shall cooperate with and provide the facilities to the associate-Contractors and other agencies working at site for smooth execution of the work. The Contractor shall :
 - i. Allow use of scaffolding already erected, toilets, sheds etc.
 - ii. Properly co-ordinate their work with the work of other Contractor
 - iii. Provide control lines and benchmarks to his associate-Contractors and the other Contractor
 - iv. Provide electricity and water at mutually agreed rates.
 - v. Provide hoist and crane facilities for lifting material at mutually agreed rates.
 - vi. Co-ordinate with other Contractors for leaving inserts, making chases, alignment of services etc. at site.
 - vii. Adjust work schedule and site activities in consultation with the Engineer-In-Charge and other Contractors to suit the overall schedule completion.
 - viii. Resolve the disputes with other Contractor amicably and the Engineer-In-Charge shall not be made intermediary or arbitrator. The contractor shall indemnify the Department against any claim(s) arising out of such disputes.
- 1.1.85. The contractor shall submit completion plan for Plantation work done by him within thirty days of the completion of the work at his own cost four prints of "as built" drawings to the Engineer-In-Charge. These drawings shall have the following information.

- (a) Location of Plantation with Name of Plant, Dimensions (Height, Girth etc.).
- (b) Final level of all work carried out by him.
- (c) Location of each plan.

In case, the contractor fails to submit the completion plan as aforesaid, the department will get it done through other agency at his cost and actual expenses incurred plus Rs 15,000/- for the same shall be recovered from the contractor.

- 1.1.86. Unless otherwise specified in the Agreement, the rates for respective items shall be all inclusive and apply to the following:
 - i. All lifts & all heights, floors including terrace, leads and depths.
 - ii. All labour, material, tools and plants and other inputs involved in the execution of the item.
- iii. Any of the conditions and specifications mentioned in the tender documents.
- iv. Any legal or financial implications resulting out of disposal of earth, if any.
- v. Payment of Royalty at the prevailing rates, if any, on the boulders, metal, shingle, sand and bajri etc. or any other material collected by him for the work direct to revenue authorities.
- vi. Performance test of the entire installation(s) before the work is finally accepted.
- vii. Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been built in the items.
- viii. All incidental charges for cartage, storage and safe custody of materials brought to site.

1.1.87. SECRECY

- a) The contractor shall take all steps necessary that all persons employed on any work in connection with the contract have notice that the Indian Official Secrets Act 1923 applies to them & will continue so to apply even after the execution of such works under the contract.
- b) The contract is confidential and must be strictly confined to the contractor's own use (except so far as confidential disclosure to sub-contractors or suppliers as necessary) and to the purpose of the contract.
- c) All documents, copies thereof & extracts there from furnished to the contractor shall be returned to the Engineer-In-Charge on the completion of the work/ works or the earlier determination of the contract.

1.1.88. DOCUMENTATION

The Contractor shall render all help and assistance in documenting the total sequences of this project by way of photography, slides, audio/ video recording & other records etc. Nothing extra shall be payable to Contractor on this account. However, cost of photographs, slides, audio/ video graph etc. shall be borne by the Department. The original films shall be the property of the Department. No copy shall be prepared without the prior approval of the Engineer- in – Charge.

1.1.89. PROGRAMME CHART

- a) The Contractor shall prepare an integrated programme chart in MS Project/ Primavera software for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfilment of the program.
- b) The work has to be completed in stages as indicated in the Milestones under Schedule 'F' and the programme should be prepared in such a manner to achieve these Milestones as indicated therein or earlier.
- c) The programme chart should include the following: -
- Descriptive note explaining sequence of the various activities.
- Network (PERT/ CPM / BAR CHART)
- Programme for procurement of materials by the contractor.
- d) If at any time, it appears to the Engineer-In-Charge that the actual progress of work does not conform to the approved program referred above or after rescheduling of milestone, the contractor shall produce a revised programme within 7 (seven) days, showing the modifications to the approved programme to ensure timely completion of the work. The modified schedule of programme shall be approved by the Engineer-in- Charge.
- e) The submission for approval by the Engineer-In-Charge of such programme of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract. This is without prejudice to the right of Engineer-In-Charge to take action against the contractor as per terms and conditions of the agreement.
- f) The Contractor shall submit the progress report using MS Project/ Primavira software with base line programme referred above for the work done during previous month to the Engineer-In-Charge on or before fifth day of each month failing which a recovery of ₹ 500/- shall be made on per day basis is case of delay in submission of the monthly progress report.

1.1.90. PROGRESS AND MONITORING OF WORK:

(a) Apart from the above integrated program chart, the contractor shall be required to submit monthly progress report of the work in a computerized form. The progress report shall contain the following, apart from whatever else may be required as specified:

Construction schedule of the various components of the work through a bar chart for the next three quarters (or as may be specified), showing the milestones, targeted tasks and up to date progress.

Progress chart of the various components of the work that are planned and achieved, for the month as well as cumulative up to the month, with reason for deviations, if any in a tabular format.

Plant and machinery statement, indicating those deployed in the work. Man-power statement, indicating individually the names of all the staff deployed on the work, along with their designations.

Financial statement, indicating the broad details of all the running account payment received up to date, such as gross value of work done, advances taken,

recoveries effected, amount withheld, net payments details of cheque payment received etc.

- (b) For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, not with-standing the fact that the Contractor may have to pay extra amounts for any reason, to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them.
- (c) The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-In-Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Engineer-In-Charge.
- (d) The Contractor shall do proper sequencing of the various activities by suitably staggering the activities within various pockets in the plot so as to achieve early completion. The agency may deploy adequate equipment, machinery and labour as required for the completion of the entire work within the stipulated period specified. Also ancillary facilities shall be provided commensurate with requirement to complete the entire work within the stipulated period. Nothing extra shall be payable on this account. Adequate number/ sets of equipment in working condition, along with adequate stand-by arrangements, shall be deployed during entire construction period. It shall be ensured by the Contractor that all the equipment, Tools & Plants, machineries etc. provided by him are maintained in proper working conditions at all times during the progress of the work and till the completion of the work. Further, all the constructional tools, plants, equipment and machineries provided by the Contractor, on site of work or his work shop for this work, shall be exclusively intended for use in the construction of this work and they shall not be shifted/ removed from site without the permission of the Engineer-In-Charge.
- (e) All material shall only be brought at site as per program finalized with the Engineer-In-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.

1.1.91. SAFETY MEASURES

- 1.1.91.1 Contractor shall take all precautionary measures to avoid any damage to adjoining property. All necessary arrangement shall be made at his own cost.
- 1.1.91.2. Warning/ Caution Boards

All temporary warning/ caution boards/ glow signage display such as "Construction Work in Progress", "Keep Away", "No Parking", Diversions & protective Barricades etc. shall be provided and displayed during day time by the

Contractor, wherever required and as directed by the Engineer-In-Charge. These glow signage and red lights shall be suitably illuminated during night also. The Contractor shall be solely responsible for damage and accident caused, if any, due to negligence on his part. Also he shall ensure that no hindrance, as far as possible, is caused to general traffic during execution of the work. This signage shall be dismantled & taken away by the Contractor after the completion of work, only after approval of the Engineer–in–Charge. Nothing extra shall be payable on this account.

1.1.91.3 Sign Boards

The Contractor shall provide and erect a display board of size and shape as required and paint over it, in a legible and workman like manner, the details about the salient features of the project, as required by the Engineer-In-Charge. The Contractor shall fabricate and put up a sign board in an approved location and to an approved design indicating name of the project, client/ owner, architects, structural consultants, Department etc. besides providing space for names of other Contractors, Associate contractors and specialized agencies. Nothing extra shall be payable on this account.

- 1.1.91.4 Necessary protective and safety equipments shall be provided to the Site Engineer, Supervisory staff, labour and technical staff of the contractor by the Contractor at his own cost and used at site.
- 1.1.91.5. No inflammable materials including P.O.L shall be allowed to be stored in huge quantity at site. Only limited quantity of P.O.L may be allowed to be stored at site subject to the compliance of all rules/ instructions issued by the relevant authorities and as per the direction of Engineer-in- Charge in this regard. Also all precautions and safety measures shall be taken by the Contractor for safe handling of the P.O.L products stored at site. All consequences on account of unsafe handling of P.O.L shall be borne by the Contractor.

3.0 LIST OF PREFERRED MAKES OF MATERIALS

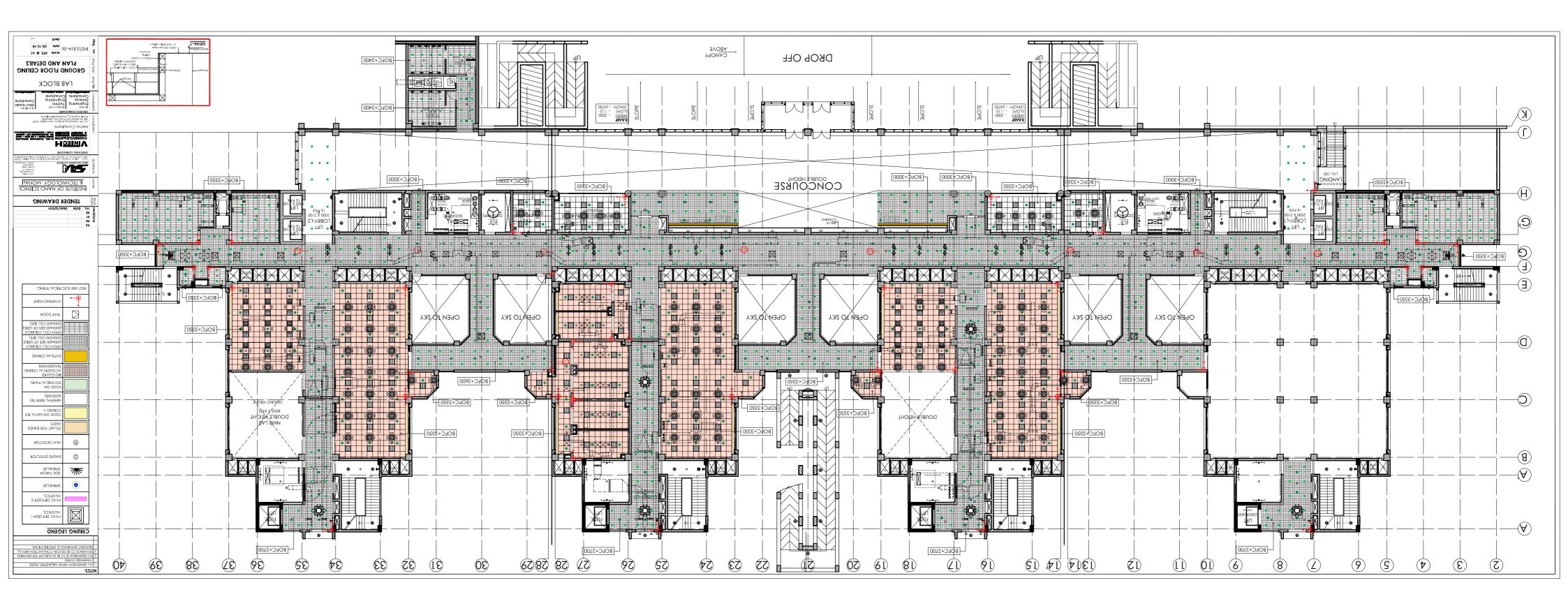
Name of Work:-Construction and Development INST Campus at Sector- 81, Knowledge City, Mohali. SH: Providing and fixing of False Ceiling.

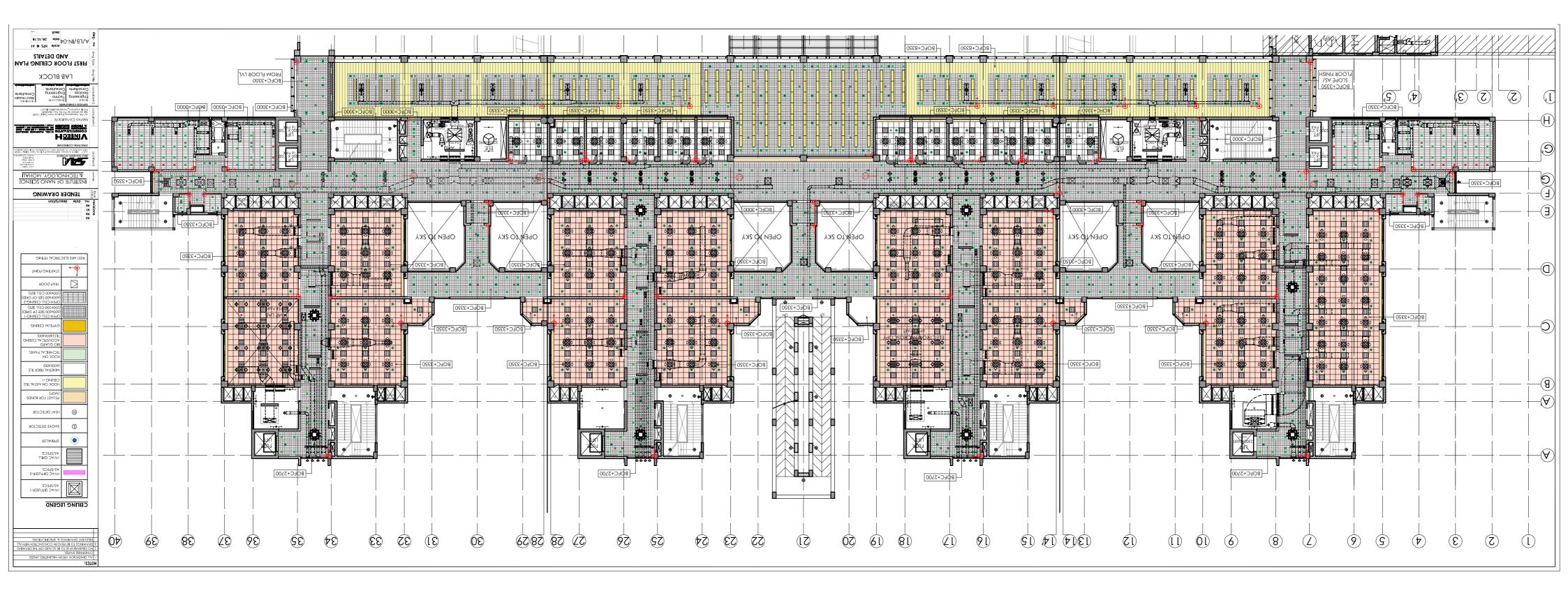
Acceptable makes of materials to be used in the work are enclosed. In case of nonavailability of the same makes, the Engineer-in charge may allow use of alternative makes. Only BIS marked materials shall be used in the work. Non BIS marked materials may be permitted by the Engineer-in-charge only when BIS marked materials are not manufactured.

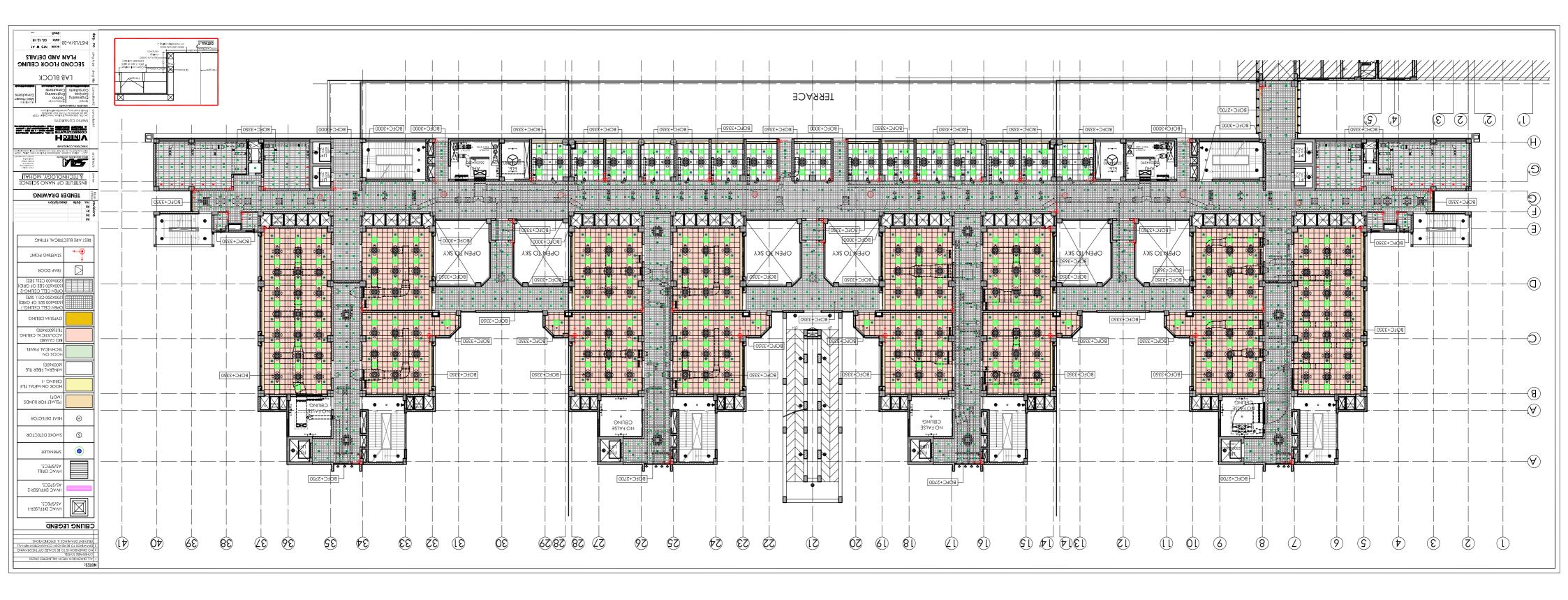
S.N.	MATERIAL	APPROVED MAKES
1.	Gypsum False Ceiling	Saint Gobain, Gyproc, USG Bora
2.	Acoustical False Ceiling	Armstrong, Knauf AMF, USG Boral, Saint Gobain, Dexune.
3,	Metal Modular False Ceiling	Armstrong, Hunter Douglas, Durlum, Techno Acoustics. Dexune
4.	Calcium Silicate False Ceiling	Ramco, Hilux, Aerolite, Dexune.

LIST OF ACCETABLE/APPROVED MAKES FOR FALSE CEILING WORKS

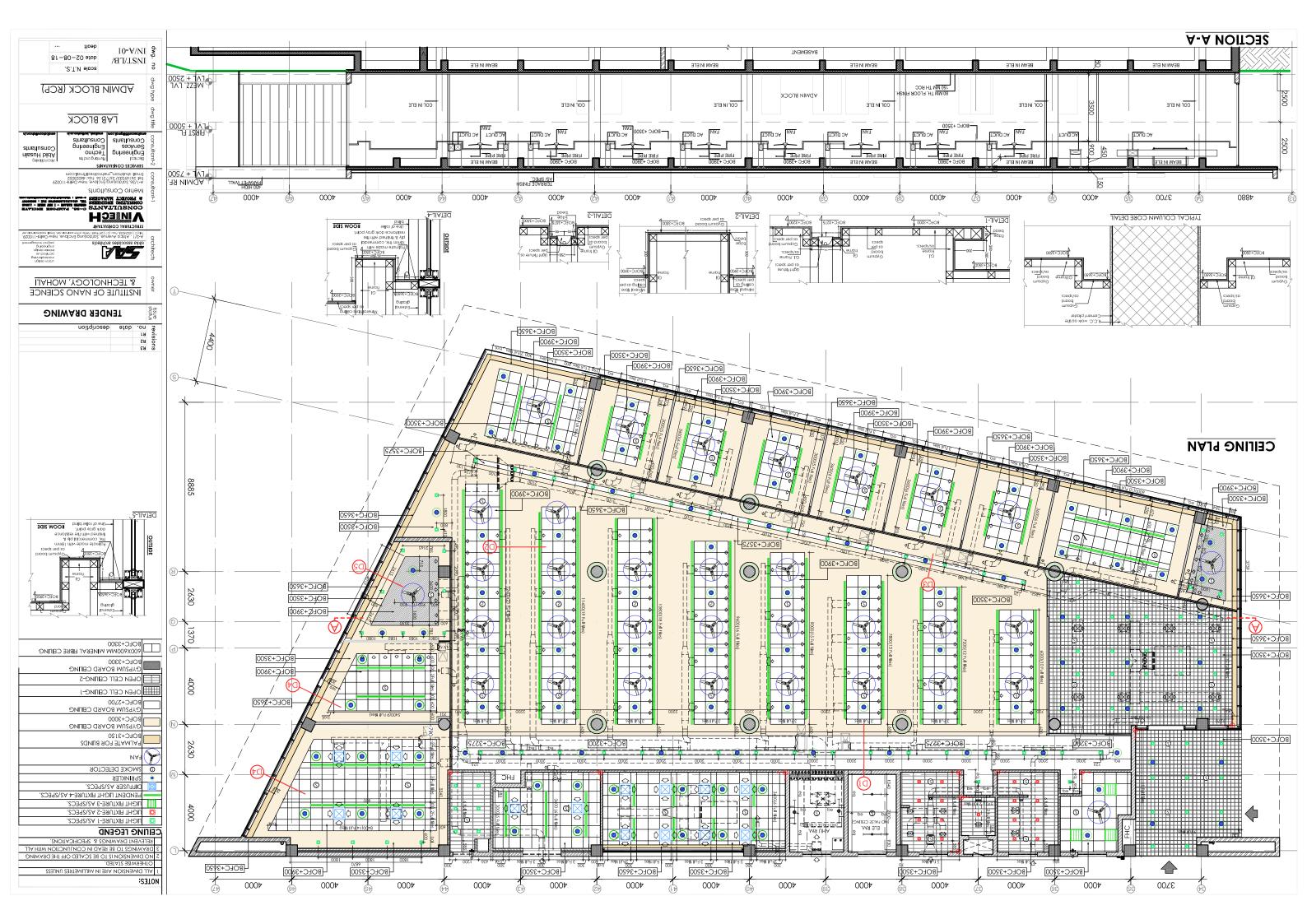
4.0 Tender Drawings for FALSE CEILING WORKS :

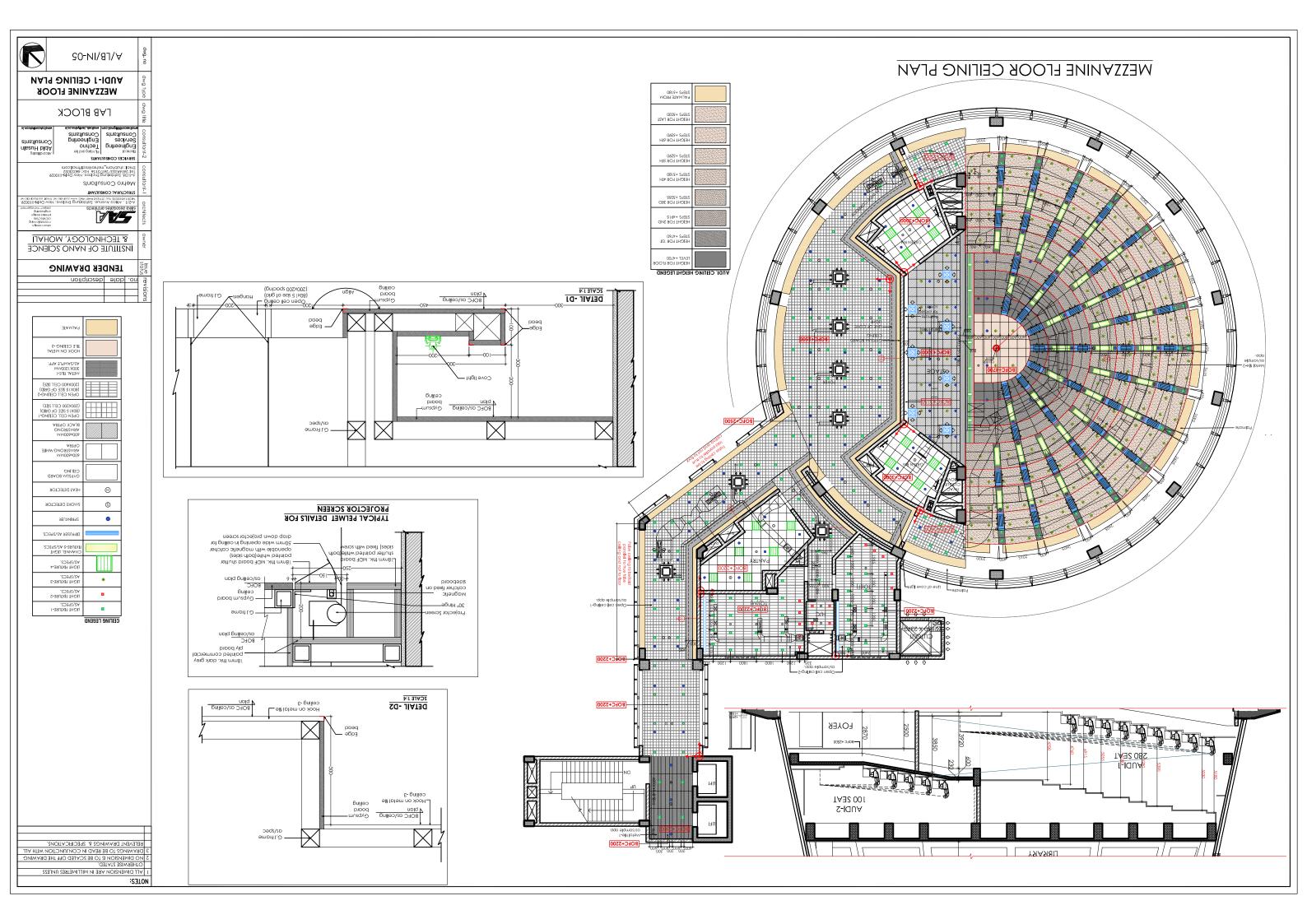


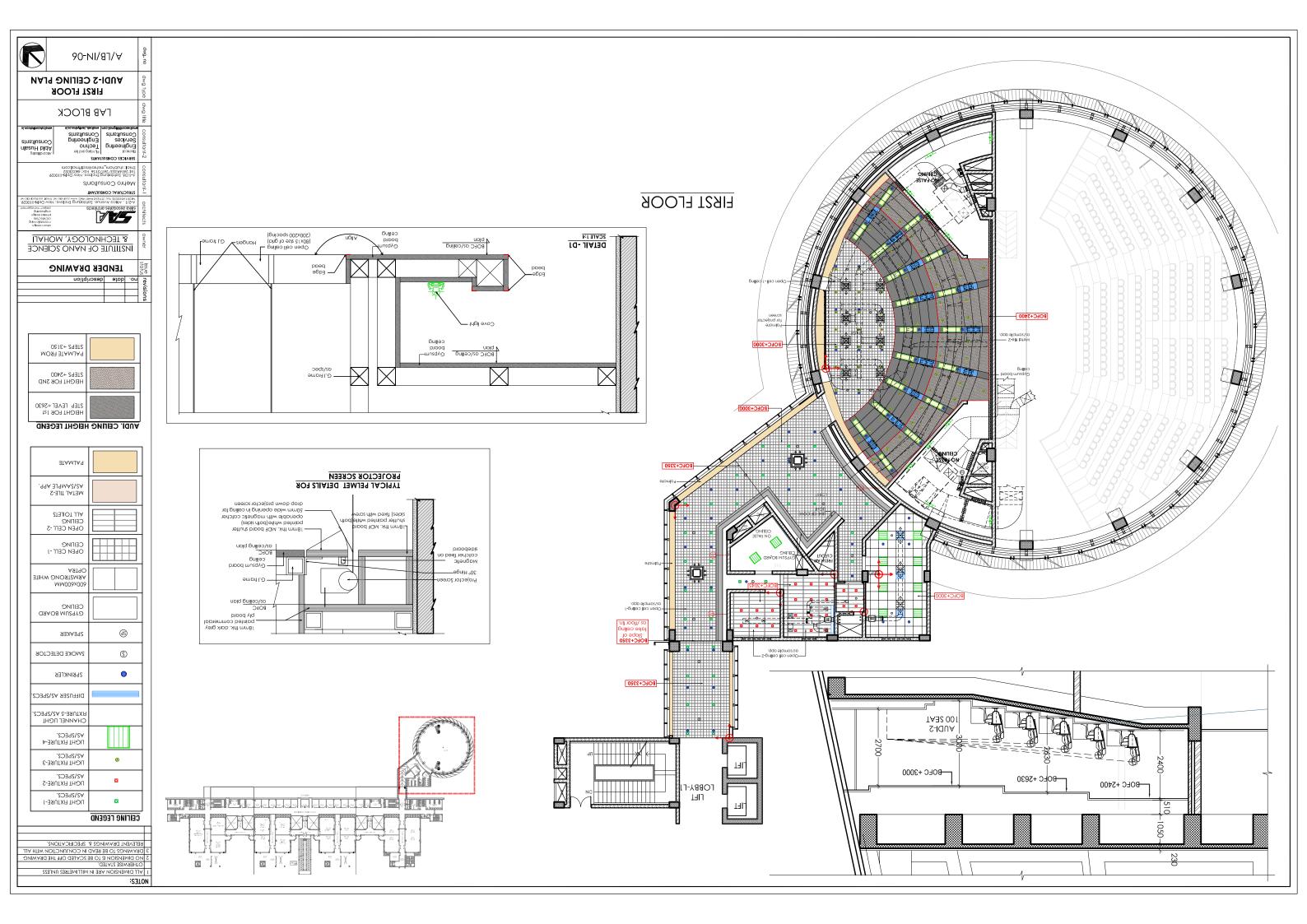


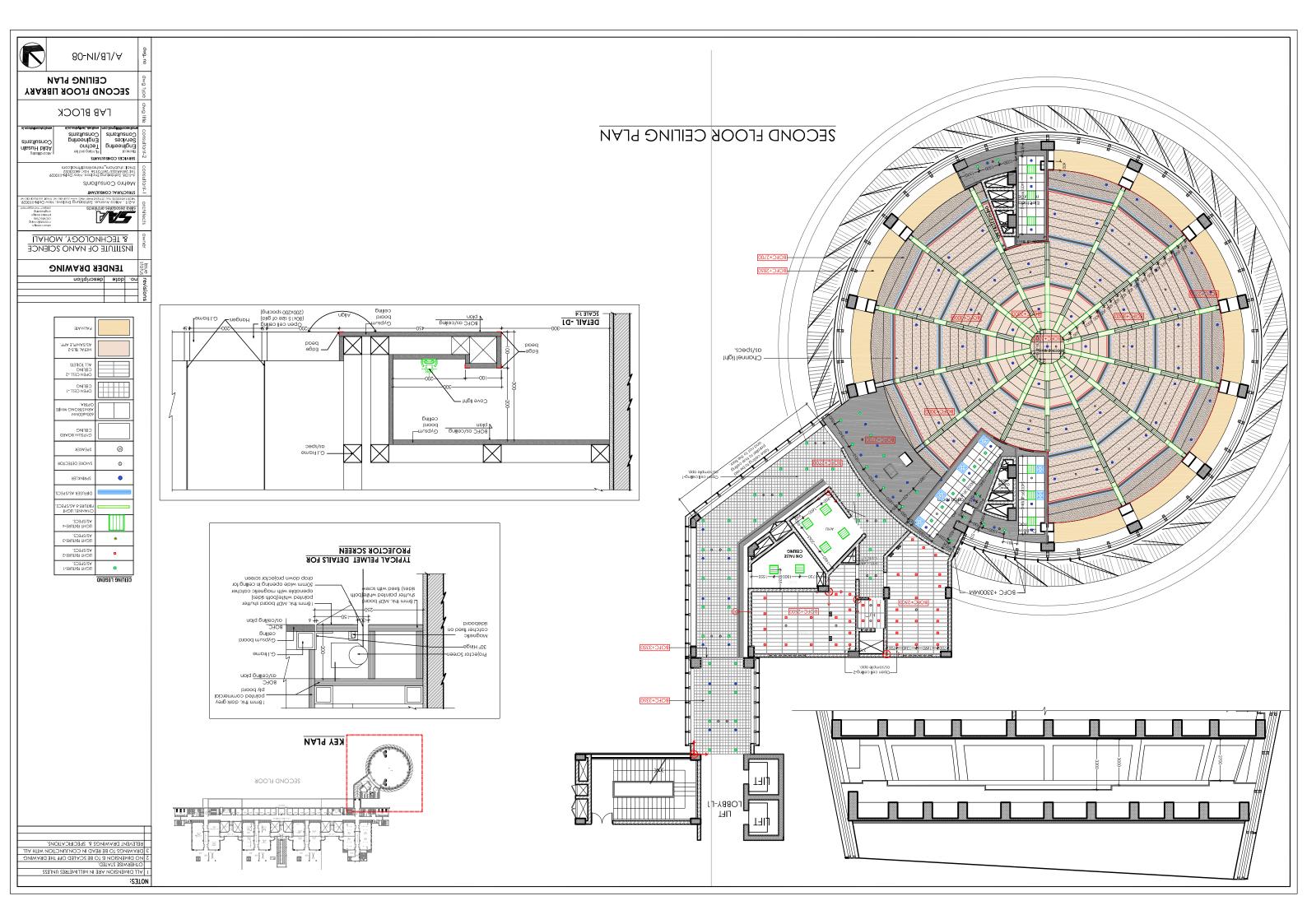




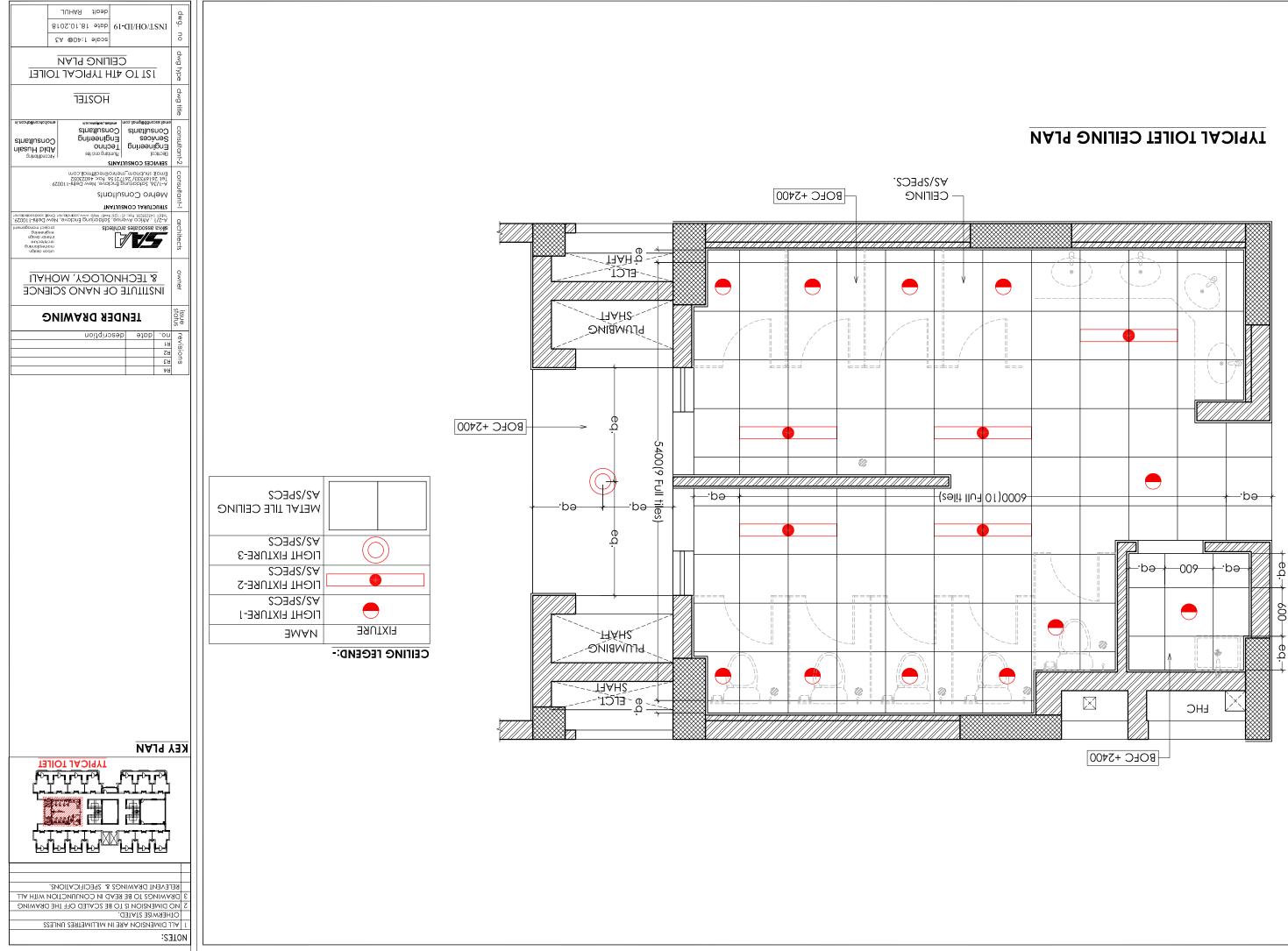


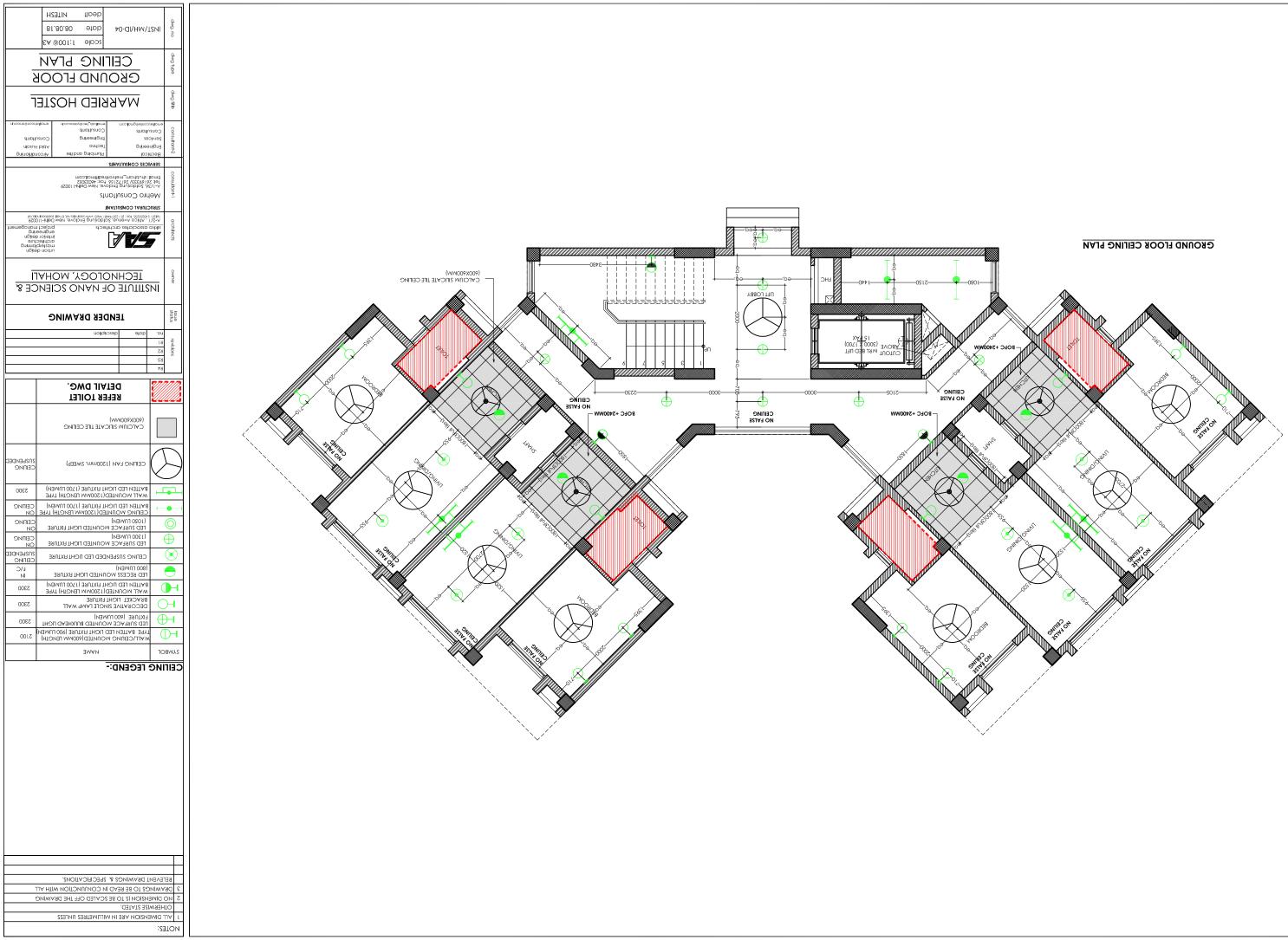












	Schedule of Quantities for False Ceiling Work					
S.No.	Description	Unit.	Quantity	Rate in Figures (in Rs.)	Amount (in Rs.)	
1	2	3	4	5	6	
	Providing and fixing false ceiling at all height including providing and fixing of frame work made of special sections, power pressed from M.S. sheets and galvanized with zinc coating of 120 gms/sqm (both side inclusive) as per IS : 277 and consisting of angle cleats of size 25 mm wide x 1.6 mm thick with flanges of 27 mm and 37mm, at 1200 mm centre to centre, one flange fixed to the ceiling with dash fastener 12.5 mm dia x 50mm long with 6mm dia bolts, other flange of cleat fixed to the angle hangers of 25x10x0.50 mm of required length with nuts & bolts of required size and other end of angle hanger fixed with intermediate G.I. channels 45x15x0.9 mm running at the spacing of 1200 mm centre to centre, to which the ceiling section 0.5 mm thick bottom wedge of 80 mm with tapered flanges of 26 mm each having lips of 10.5 mm, at 450 mm centre to centre, shall be fixed in a direction perpendicular to G.I. intermediate channel with connecting clips made out of 2.64 mm dia x 230 mm long G.I. wire at every					
	junction, including fixing perimeter channels 0.5 mm thick 27 mm high having flanges of 20 mm and 30 mm long, the perimeter of ceiling fixed to wall/partition with the help of rawl plugs at 450 mm centre, with 25mm long dry wall screws @ 230 mm interval, including fixing of gypsum board to ceiling section and perimeter channel with the help of dry wall screws of size 3.5 x 25 mm at 230 mm c/c, including jointing and finishing to a flush finish of tapered and square edges of the board with recommended jointing compound , jointing tapes , finishing with jointing compound in 3 layers covering upto 150 mm on both sides of joint and two coats of primer suitable for board, all as per manufacturer's specification and also including the cost of making openings for light fittings, grills, diffusers, cutouts made with frame of perimeter channels suitably fixed, all complete as per drawings, specification and direction of the Engineer in Charge but excluding the cost of painting with :					
	Note : Rate to include the extra support if required for fixing the lighting fixtures.					
1.1	12.5 mm thick tapered edge gypsum plain board conforming to IS: 2095- Part I	sqm	707.00	1117.65	790179.00	
1.2	12.5 mm thick tapered edge gypsum moisture resistant board	sqm	28.00	1286.2	36014.00	
2	Providing and fixing mineral fibre false ceiling tiles at all heights of approved texture, design and pattern. The tiles should have Humidity Resistance (RH) of 99%, Light Reflectance ?85%, Thermal Conductivity k = 0.052 - 0.057 w/m K, Fire Performance as per (BS 476 pt - 6&7)in true horizontal level suspended on interlocking T-Grid of hot dipped all round galvanized iron section of 0.33 mm thick (galvanized @120 gsm) comprising of main T runners of 15x32 mm of length 3000 mm, cross T of size 15x32mm of length 1200 mm and secondary intermediate cross T of size 15x32 mm of length 600 mm to form grid module of size 600x600 mm suspended from ceiling using galvanized mild steel item (galvanised@80gsm) 50 mm long 8mm outer diameter M-6 dash fasteners, 6 mm diameter fully threaded hanger rod up to 1000 mm length and L-shape level adjuster of size 85x25x2mm, spaced at 1200 mm centre to centre along main 'T'.					
	The system should rest on periphery walls /partitions with the help of GI perimeter wall angle of size24x24X3000 mm made of 0.40 mm thick sheet, to be fixed to the wall with help of plastic rawl plug at 450 mm centre to centre & 40 mm long dry wall S.S. screws. The exposed bottom portion of all T-sections used in false ceiling support system shall be pre-painted with polyester baked paint, for all heights. The work shall be carried out as per specifications, drawings and as per directions of the engineer-in-charge.					
2.1	With size 595X595mm 20 mm thick beveled tegular mineral fibre false ceiling tile (NRC 0.7)	sqm	1983.00	2296.85	4554654.00	

S.No.	Description	Unit.	Quantity	Rate in Figures (in Rs.)	Amount (in Rs.)
1	2	3	4	5	6
2.2	With Size 595X595X16mm thick beveled tegular mineral fibre Anti-microbial false ceiling tile confirming to ISO 5 (class 100) specifications	sqm	5947.00	2128.25	12656703.00
3	CALCIUM SILICATE CEILING :				
3.1	Providing and Fixing 15 mm thick densified tegular edged eco friendly light weight calcium silicate false ceiling tiles of approved texture of size 595 x 595 mm in true horizontal level, suspended on inter locking metal grid of hot dipped galvanised steel sections (galvanising @ 120 grams per sqm including both side) consisting of main 'T' runner suitably spaced at joints to get required length and of size 24x38 mm made from 0.33 mm thick (minimum) sheet, spaced 1200 mm centre to centre, and cross "T" of size 24x28 mm made out of 0.33 mm (Minimum) sheet, 1200 mm long spaced between main'T' at 600 mm centre to centre to form a grid of 1200x600 mm and secondary cross 'T' of length 600 mm and size 24 x28 mm made of 0.33 mm thick (Minimum) sheet to be inter locked at middle of the 1200x 600 mm panel to from grid of size 600x600 mm, resting on periphery walls /partitions on a Perimeter wall angle pre-coated steel of size(24x24X3000 mm made of 0.40 mm thick (minimum) sheet with the help of rawl plugs at 450 mm centre to centre with 25 mm long dry wall screws @ 230 mm interval and laying 15 mm thick densified edges calicum silicate ceiling tiles of approved texture in the grid, including, cutting/ making opening"for services like diffusers, grills, light fittings, fixtures, smoke detectors etc., wherever required. Main 'T' runners to be suspended from ceiling using G.I. slotted cleats of size 25x35x1.6 mm fixed to ceiling with 12.5 mm dia and 50 mm long dash fasteners, 4 mm G.I. adjustable rods with galvanised steel level clips of size 85 x 30 x 0.8 mm, spaced at 1200 mm centre to centre along main 'T', bottom exposed with 24 mm of all Tsections shall be pre-painted with polyster baked paint, for all heights, as per specifications, drawings and as directed by Engineer-in-Charge.				
	Note :- Only calcium silicate false ceiling area will be measured from wall to wall. No deduction shall be made for exposed frames/ opening (cut outs) having area less than 0.30 sqm.The calcium silicate ceiling tile shall have NRC value of 0.50 (Minimum), light reflection > 85%, non- combustible as per B.S. 476 part IV, 100% humidity resistance and also having thermal conductivity <0.043 w/mK.		307.00	1759.75	540243.00

				(in Rs.)
	3	4	5	6
Providing & fixing false ceiling at all height including providing & fixing of framework made of special section, power pressed from M.S. sheets and galvanised with zinc coating of 120 gms/ sqm (both side inclusive) as per IS : 277 and consisting of angle cleat of size 25mm wide x 1.6mm thick with flanges of 27mm and 37mm, at 1200mm c/c, one flange fixed to the ceiling with dash fastener 12.5mm dia x 50mm long with 6mm dia bolts, other flange of cleat fixed to the angle hangers of 25 x10 x0.50mm of required length with nuts & bolts of required size and other end of angle hanger fixed with intermediate G.I chanels 45 x15 x 0.90mm running at the spacing of 1200 mm c/c, to which the ceiling section 0.5mm thick bottom wedge of 80mm with tapered flanges of 26 mm each having lips of 10.5mm, at 450mm c/c, shall be fixed in a direction perpendicular to G.I intermediate channel with connecting clip made out of 2.64mm dia x 230mm long. He perimeter of ceiling fixed to wall/ partitions with the help of Rawl plugs at 450mm centre, with 25mm long dry wall screws of size 3.5 x25mm at 230mm c/c, including jointing & finishing to a flush finish of tapered and square edges of the board with recommended jointing compounds, jointing tapes,finishing with jointing compounds in three layers covering up to 150mm on both sides of joints and two coats of primer suitable for boards, all as per manufacture's specification and also including the cost of making opening for light fittings, grills, diffusers, cut outs made with frame of perimeter channels suitably fixed, all complete as per drawings, specification and direction of the Engineer in charge but excluding the cost of painting with:				
8 mm thick Calcium Silicate Board made with Calcareous & Siliceous materials reinforced with cellulose fiber manufactured through autoclaving process.	sqm	68.00	1273.05	86567.00
Providing and fixing tiled false ceiling of specified materials of size specified size in true horizontal level, suspended on inter locking metal grid of hot dipped galvanized steel sections (galvanized @ 120 grams/ sqm, both side inclusive) consisting of main "T" runner with suitably spaced joints to get required length and of size 24x38 mm made from 0.30 mm thick (minimum) sheet, spaced at 1200 mm center to center and cross "T" of size 24x25 mm made of 0.30 mm thick (minimum) sheet, 1200mm long spaced				
between main "T" at 600 mm center to center to form a grid of 1200x600 mm and secondary cross "T" of length 600 mm and size 24x25 mm made of 0.30 mm thick (minimum) sheet to be interlocked at middle of the 1200x600 mm panel to form grids of 600x600 mm and wall angle of size 24x24x0.3 mm and laying false ceiling tiles of approved texture in the grid including, required cutting/making, opening for services like diffusers, grills, light fittings, fixtures, smoke detectors etc. Main "T" runners to be suspended from ceiling using GI slotted cleats of size 27 x 37 x 25 x1.6 mm fixed to ceiling with 12.5 mm dia and 50 mm long dash fasteners, 4 mm GI adjustable rods with galvanised butterfly level clips of size 85 x 30 x 0.8 mm spaced at 1200 mm center to center along main T, bottom exposed width of 24 mm of all T-sections shall be pre-painted with polyester paint, all complete for all heights as per specifications, drawings and as directed by Engineer-in-charge.				
GI Metal Ceiling Lay in perforated Tegular edge global white color tiles of size 300 x 1200 mm and 0.5 mm thick with 8 mm drop; made of GI sheet having galvanizing of 100 gms/sqm (both sides inclusive) and 20% perforation area with 1.8 mm dia holes and having NRC (Noise Reduction Coefficient) of 0.5, electro statically polyester powder coated of thickness 60 microns (minimum), including factory painted after bending and perforation, and backed with a black Glass fiber acoustical fleece.	sqm	228.00	2153.00	490884

S.No.	Description	Unit.	Quantity	Rate in Figures (in Rs.)	Amount (in Rs.)
1	2	3	4	5	6
5	Providing & fixing Rectangular Hook-on (0.6mm GI Planks in width 500 and length 2400mm) with RH200 hook-on special fall execution as required on the longer edge or shorter edge of the panel in 1.5mm dia perforation in Global White with Soundtex acoustical fleece hot pressed on the back of the perforated panel. The panel shall have a 3mm gasket on one longer edge and one shorter edge of the panels to allow equidistant spacing/groove between every two panels. Panels to be suspended on 1.5mm thick roll formed GMS J-bar of length 3000mm X 44.7mm height. The Plank should have an NRC of 0.70, Fire Performance Class A2-s1.d0 as per ENISO 13501 & suitable for Green Building application, with Recycled content of 25%.				
	Installation : The U-profile of size 20mmX30mmX3750mm to be suspended at every 1200mm on-centre using 6mm threaded rod from the structural soffit no further than 450mm from each wall. U- Profile splice to be used to join longer lengths more than 3.75M. The J-Bar to be suspended on the J-bar hanger connected to the U-profile with the Plug clip. J Bar to be installed perpendicular to the U-Profile with on-centre distance dictated by the hook-on special fall on the longer or shorter edge. J Bars to be connected end to end with J Bar splice. The Planks should be hooked-on to the J Bar from the hook-on edge. Cut tiles dimensions shall be measured before the installation and has to be more than 50% of the panel length along the perimeter on the area to be treated with false ceiling. Wall molding to be used along the perimeter of the area to covered with False Ceiling with necessary hold down clips.	sqm	903.00	6990.00	6311970
6	OPEN CELL CEILING :				
	Providing and fixing in true horizontal level Open cell Aluminum lay-in ceiling tiles with border panels forming flush-tegular edge of size 600mmx600mmx38mm having Fire Performance CLASS 0/Class 1 (BS 476). The tile of specified size in approved shade of RAL laid on white painted Suprafine XL15mm profile grid system comprising Main runners (3000mm), 1200mm and 600mm cross tees with 15mm white flanges and 38mm web height. The grid should be of approved make with 15mm wide T - section flanges color white having rotary stitching on all T sections i.e. the Main Runner with C3 coupling, 1200 mm & 600 mm Cross Tees with Hardened XL2 Clip having a web height of 38 mm and a load carrying capacity of 14 Kgs/M. The T Sections have a Galvanizing of 90 grams per sqm with pull out strength of 100 Kgs.				
	INSTALLATION : To comprise main runner spaced at 1200mm centers securely fixed to the structural soffit by approved hangers at 1200mm maximum centre & not more than 150mm from spliced joints. The last hanger at the end of each main runner should not be greater than 600mm from the adjacent wall. 1200mm long cross tees to be interlocked between main runners at 600mm centre to form 1200 x 600 mm module. Cut cross tees longer than 600mm require independent support. 600 x 600mm module to be formed by fitting 600mm long cross tees centrally between the 1200 mm cross tees.				
6.1	Tile of cell size 200 x 200 mm	sqm	3367.00	1394.00	4693598
6.2	Tile of cell size 200 x 600 mm	sqm	1096.00	1529.00	1675784
7	Providing and fixing Palmette for curtains made up of 18mm thick Commercial Ply including required frame work and painted with fire resistance paint dark gray paint or in desired shade as and where shown in the drawings and direction of the engineer-in- charge.	metre	1164.00	847.00	985908

S.No.	Description	Unit.	Quantity	Rate in Figures (in Rs.)	Amount (in Rs.)
1	2	3	4	5	6
	Providing and fixing in position metal Access Panel / Trap Door from approved manufacturer from 12mm plaster board (MR), outer and inner aluminum frame of 1.5 mm thickness Plus 0.2mm thick powder coating, corner fittings of outer and inner frame made of hot dipped galvanized steel plate of thickness 2.0mm with zinc coating of 200g, Screw (Self-drilling Black Phosphate) mild steel C1018-1022, Sealing Strip, of width 9.0mm and thickness 4.0mm, Snap Lock (Spring Catch / Catch Lock) of plastic ABS, Cold rolled steel Q235 with Hinge thickness of 4.0mm and length:82mm, finished with white powder coat etch primer, having beaded frame and budget lock operated by an square open drive.				
	600 X 600	Each	30	5019.00	150570
	Total in Figures				32973074
	Quoted Rates in Figures (Percentage)		Less(-)/ Al	oove(+)	
	Quoted Rates in Words (Percentage)				