

E-TENDER FOR

**“PROCUREMENT, SUPPLY AND INSTALLATION OF FURNITURES”
FOR KBLPA OFFICE AT JHANSI**

TENDER NO.: WAP/CMU-II/NWDA/KBLPA/JHANSI/FURNISHING/2023/19



**WAPCOS LIMITED (A GOVT. OF INDIA UNDERTAKING)
76-C, INSTITUTIONAL AREA, SECTOR-18, GURGAON, HARYANA-122015**

Table of Contents

Section-I: Notice Inviting Tender (NIT).....	1
Section-II - Instructions to Bidders (ITB).....	4
2.1 Introduction	4
2.2 Scope of Work	4
2.2.1 General	4
2.2.2 Dimensions	4
2.3 Period of Completion	5
2.4 Eligible Bidders	5
2.4.1 Work Experience	5
2.4.2 Joint ventures	6
2.4.3 Certificates of Subsidiary/Group Companies/ Parental Company	6
2.4.4 Financial Strength	7
2.5 Site Location and Site Visit	7
2.6 Cost of Bidding	7
2.7 Tender Documents	8
2.8 Clarification of Bid Documents and Pre-Bid Meeting	8
2.9 Amendment of Bid Documents	8
2.10 Preparation of Bids	9
2.10.1 Language of Bid	9
2.10.2 Bidders Responsibility	9
2.10.3 Documents Required for Physical Submission of Technical Bid	9
2.11 Financial Bid	10
2.12 Bid Price	11
2.13 Currency of Bid and Payment	11
2.14 Bid Validity Period	12
2.15 EMD and Tender Processing Fee	12
2.16 Bidding Condition	13
2.17 Format for Submittal	13
2.18 Power of Attorney	13
2.19 Submission of Bids	13
2.20 Broad Outline of Activities from Bidder's Perspective	14
2.21 Deadline for Submission of Bids	25
2.22 Modification and Withdrawal of Bids	25
2.23 Bidding Documents	26
2.24 Employer's Right to accept any Bid and to reject any or all Bids	26
2.25 Bid Opening and Evaluation	26
2.26 Shortfall Documents	26
2.27 Confidentiality of Bids	26
2.28 Clarification of Bids	26
2.29 Determination of Responsiveness	27
2.30 Corrections of Errors in Bids	27
2.31 Evaluation and Comparison of Bids	27
2.32 Award of Contract	28
2.33 Notification of Award	28
2.34 Signing of the Contract	28
2.35 Performance Security	28
Corrupt or Fraudulent Practices	29
Section-III – Annexures.....	32
Annexure 1 - General Information	33
Annexure 2 – FORMAT FOR BID SECURITY / EMD	34
Annexure 3 – Bid Security Declaration	35
Annexure 4 - Form of Performance Security	36
Annexure 5 - Form of Integrity Pact	39
Annexure 6 - Declaration by the Bidder	46
Annexure 7 - Details of Similar Works Executed during Last 07 Years Meeting the Minimum Eligibility Criteria 2.4.1 i.e., Work Experience	48
Annexure 8 - Financial Information - Turnover	49
Annexure 9 - Financial Information – Profit & Loss	50
Annexure 10- Form of Solvency Certificate	51
Annexure 11 - Format of no Deviation Certificate	52
Annexure 12 - Format for Financial Bid	53
Annexure 13 - Format for Financial Bid	55

Annexure 14 - Undertaking Regarding Blacklisting / Non - Debarment	56
Annexure 15 - Undertaking of Rule 144 (xi) in General Financial Rules (GFRs) 2017	57
Section-IV - General Conditions of Contract.....	59
A. Definitions	59
B. Interpretation	61
C. Discrepancies and Adjustment of Errors	62
D. Sufficiency of Tender	62
E. Clauses of Contract:	63
Clause 1: Performance Security	63
Clause 1A: Recovery of Security Deposit	63
Clause 2: Compensation for Delay	63
Clause 3: When Contract can be Determined	64
Clause 4: Contractor Liable to Pay Compensation Even if Action not Taken under Clause 3	66
Clause 5: Time and Extension for Delay	67
Clause 6: Measurements of Work Done	69
Clause 7: Payment on Intermediate Certificate to be regarded as Advances	69
PAYMENT TERMS	70
Clause 8: Payment of Final Bill	71
Clause 9: Works to be executed in Accordance with Specifications, Drawings, and Orders etc.	71
Clause 10: Deviations/ Variations: Extent	72
Clause 10A: Payments for Change of Scope (Variations):	73
Clause 11: Foreclosure of Contract due to Abandonment or Reduction in Scope of Work	73
Clause 12: Carrying out Part Work at Risk & Cost of Contractor	74
Clause 13: Suspension of Work	75
Clause 14: Action in case Work not done as per Specifications	76
Clause 15: Contractor Liable for Damages, Defects During Warranty/Defect Liability Period	77
Clause 16: Contractor Supply Tools & Plants Etc.	77
Clause 16A: Recovery of Compensation Paid to Workmen	78
Clause 16B: Ensuring Payment and Amenities to Workers, if Contractor Fails	78
Clause 17: Labour Laws to be complied by Contractor	78
Clause 17A	79
Clause 17B: Payment of Wages	79
Clause 17C: Safety Provisions for Labour and Penalty on Default	80
Clause 17 D: Submission of Labour Chart by every fortnight	80
Clause 17 E: Health and Sanitary Arrangements for workers	80
Clause 17 F: Maternity Benefit rules:	81
Clause 17 G: Penalty for Non-Compliance for Labour Regulation	81
Clause 17H: Providing Hutments, W/S, S/I, Drainage, Sanitations etc. for workers	82
Clause 17I: Removal of incompetent Workers	83
Clause 17J: No part of building to be occupied- action on breach thereof	84
Clause 17K: Employment of Skilled/Semi-Skilled Workers	84
Clause 18: Minimum Wages act to be complied with	85
Clause 19: Work not to be Sublet/Action in Case of Insolvency	85
Clause 20: Sums payable by way of compensations	85
Clause 21: Changes in Firm's Constitution to be intimated	85
Clause 22: Works to be Under Directions of Engineer-in-Charge	86
Clause 22A: Life Cycle Cost	86
Clause 23: Settlement of Disputes & Arbitration Amicable Resolution and Mediation	86
23.1 Settlement of Disputes	86
23.2 Arbitration	87
23.3 English Language	88
23.4 Performance during Arbitration	88
23.5 No arbitration for decision on sub-standard work	88
Clause 24: Contractor Indemnify Employer against Patent Rights	88
Clause 25: Action where no Specifications are specified	88
Clause 26: Withholding and Lien in Respect of Sum Due from Contractor	89
Clause 27: Lien in Respect of Claims in Other Contracts	90
Clause 28: Electricity / Water for Works	90
Clause 29: Levy / Taxes Payable by Contractor	90
Clause 30: Conditions for Reimbursement of Levy/Taxes if Levied after Receipt of Tenders:	91
Clause 31: Apprentices act Provisions to be complied with	92
Clause 32: Employer's Financial Arrangements	92
Clause 33: Early Warning	92

Clause 34: Identifying Defects	93
Clause 35: Correction of Defects	93
Clause 36: Uncorrected Defects	93
Clause 37: Payment Certificates	93
Clause 38: Time Compensation Events	94
Clause 39: Termination	94
Clause 40: Payment upon Termination	95
Clause 41: Release from Performance	95
Clause 42: Other Conditions	95
Clause 43: Preference to Make In India	97
Clause 44: Rule 144 (xi) in General Financial Rules (GFRs) 2017	97
Clause 45: Insurance of Works etc.	98
Section-V – Technical Specifications.....	102
1. General:	102
Section – VI Schedule of Quantities.....	113
Section – VII Drawings.....	126

DISCLAIMER

WAPCOS Limited has prepared this document as Project Management Consultant (PMC) on behalf of Ken Betwa Link Project Authority (KBLPA) under National Water Development Authority (NWDA), Ministry of Jal Shakti, Government of India to give information on the Project to the interested Bidder. The information is provided to Bidders on the terms and conditions set out in this document and any other terms and conditions subject to which such information is provided.

The purpose of this document is to provide Bidders with information to assist the formulation of their bid. The information is not intended to be exhaustive. Bidders are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely solely on the information in the document.

The information is provided on the basis that it is non-binding on KBLPA, NWDA or WAPCOS Limited, any of its authorities or agencies or subsidiaries or any of their respective officers, employees, agents or advisors.

KBLPA and WAPCOS Limited reserve the right to not proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting the Bid.

While WAPCOS Limited and KBLPA have taken due care in the preparation of the information contained herein and believe it to be accurate, neither KBLPA nor WAPCOS Limited, any of its authorities or agencies nor any of their respective officers, employees, agents or advisors gives any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

Section-I
Notice Inviting Tender (NIT)

Section-I: Notice Inviting Tender (NIT)

WAPCOS Limited, as a Project Management Consultant on behalf of KBLPA invites open online Percentage Rate (Single Percentage Basis) tender from experienced, competent and eligible Contractors/Suppliers in a two-envelope system for the below mentioned work:

Tender No.	WAP/CMU-II/NWDA/KBLPA/JHANSI/FURNISHING/2023/19
Tender Invitation date	20.06.2023
Name of Work	“Procurement, Supply & Installation of Furniture” for KBLPA office at Jhansi”
Owner	Ken Betwa Link Project Authority (KBLPA) under National Water Development Authority (NWDA), Ministry of Jal Shakti, Government of India
Joint Venture	Joint Ventures / Consortia of firms shall not be allowed
Time limit for Completion of Work	2 Months from the date of commencement of work including 1 year Defect liability period
Date of commence of Work:	Date of commencement of work shall be the date of issue of Letter of Award
Brief Scope of Work	Proprietary Article Certificate (PAC) based “Procurement, Supply & Installation of Furniture etc.” for KBLPA office at Jhansi and rectification of defects during Warranty/Defect Liability Period.
Estimated Cost	Rs. 29.28 Lakhs (Inclusive of GST) Rs. 24.81 Lakhs (Exclusive of GST)
Earnest Money Deposit (EMD) & Tender Processing Fee	Rs. 49,627/- (Rupees Forty Nine Thousand Six Hundred Twenty Seven only) as EMD to be deposited through RTGS/ NEFT Rs. 5,900/- (Rupees Five Thousand and Nine Hundred Only) as Tender Processing Fee in favour of WAPCOS Limited to be deposited through RTGS/ NEFT in the bank account as per the details: Name of Bank: Indian Overseas Bank Bank Account Number: 193502000000290 IFS Code: IOBA0001935 Branch Name: National Horticulture Board (NHB) Building, G-85, Industrial Area, Sector-18, Gurugram-122015, Haryana Micro & Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC) or Udyog Aadhar or any other organization recognized by Ministry of MSME, Govt. of India are exempted from payment of EMD & Tender Processing Fee.
Solvency Certificate	Rs. 9.92 Lakhs (Rupees Nine Lakhs Ninety Two Thousands only) in original from a Scheduled Commercial Bank/Nationalized bank approved by Reserve Bank of India (RBI). The Certificate should be issued between the publishing of NIT & last date of submission of Bids, including extensions if any.
Bid Validity	180 days from the date of submission of Bid
Tender Download start date	20.06.2023

Pre-Bid Meeting	26.06.2023 at 14:00 hrs
Start date of Submission of Tender	21.06.2023 at 14:00 hrs
Last date of EMD Submission	10.07.2023 by 15:00 hrs
Last date of Online Submission of Bid	10.07.2023 by 15:00 hrs
Last date of Physical Bid submission	11.07.2023 by 12:00 hrs
Date & Time of opening of Bid	11.07.2023 by 15:00 hrs

Note: The terms & Conditions of this tender document shall supersede the terms and conditions of GeM bid document.

The bidding document can be downloaded from the website: www.wapcos.co.in, <https://gem.gov.in/>.
The tenders shall be uploaded on <https://gem.gov.in/>.

Further, any information or any issuance of corrigendum/addendum/amendment related to this tender will be available only on the website mentioned above and not be published elsewhere.

The technical bid shall be uploaded on the e-tendering portal and also be submitted physically (Hard Copy) on or before the last date of submission of tender.

The Bidders must read all the terms and conditions of bidding document carefully and only submit the bid if eligible and in possession of all the documents required. The Bidder must ensure that the quoted rate shall be inclusive of all indirect costs such as (and not limited to) Logistics, Accommodation, TA/DA of personnel, Communication, Documentation, Transportation, Travel, Insurance, and other necessary and relevant taxes.

In case the office of WAPCOS Limited, Gurgaon happens to be closed on the last date and time mentioned for any of the event such as opening of technical and financial bids, the said event shall take place on the next working day at the same time and venue.

s/d
(Addl. Chief Engineer)
WAPCOS Limited

Section-II
Instructions to Bidders (ITB)

Section-II - Instructions to Bidders (ITB)

2.1 Introduction

WAPCOS Limited, as Project Management Consultant on behalf of Ken Betwa Link Project Authority (KBLPA) under National Water Development Authority (NWDA), Ministry of Jal Shakti, Government of India, New Delhi invites percentage rate bid from interested Bidders for the “Procurement, Supply & Installation of Furniture” for KBLPA office at Jhansi”, herein after referred to as the Project.

The successful Bidder shall be expected to complete the works by the intended completion date specified in the Contract.

Throughout these bidding documents, the terms 'Bid' and ‘Tender’ and their derivatives (Bidder/ Supplier/Tenderer, Bid/ Tender, Bidding/ Tendering, etc.) are synonymous.

2.2 Scope of Work

2.2.1 General

The scope of work covered in this tender shall be as per the Schedule of Quantities, specifications, drawings, instructions, orders issued to the Contractor from time to time during the entire period of work. The broad items of work covered are as listed but not limited to the following:

“Procurement, Supply & Installation of Furniture” For KBLPA at Jhansi including all ancillary works of civil, mechanical, electrical, plumbing works & assistance/input, supervision required for installation of equipment and associated facilities.

The contractor shall also be responsible to obtain all statutory and local bodies’ approvals, Accreditation, Clearances to occupy and commission the works done by them, if required, preparation of As-Built drawings, preparation of completion report including all repairs, if any, during Warranty/Defect Liability Period as per Clause 2.3 of this Section.

The drawings for this work, which may be referred for tendering, provide a general idea only about the work to be performed under the scope of this Contract. These may not be the final drawings and may not indicate the full range of the work under the scope of this Contract. However, the final drawings shall be prepared and submitted to the Engineer-in-Charge for approval by the selected Contractor. The installation of Furniture including its civil works if any shall be done based on the drawings approved by Engineer-in-Charge. The cost of civil & other works if any which are not mentioned in Schedule of Quantities shall be assessed by the bidder before submission of their Bid & included in their quoted rate and nothing extra shall be paid.

2.2.2 Dimensions

The levels, measurements and other information concerning the existing site as shown on the conceptual / layout drawings are believed to be correct, but the Bidders should verify the same for themselves and also examine the nature of the ground as no claim or allowance

whatsoever shall be entertained on account of any errors or omissions and commissions in the levels or strata turning out different from what is shown on the drawings.

2.3 Period of Completion

The completion period shall be 2 months from the date of commencement of the work. The completion period is for the entire work of planning, execution, approvals, arrangement of materials, items, delivery at site including transportation, construction/ installation, testing, commissioning and handing over of the entire project to the satisfaction of the Engineer-in-charge.

The Warranty/Defect Liability Period shall commence from the date of issue of the Taking over Certificate or Completion Certificate whichever is later. The Warranty/Defect Liability Period shall be provided as per the manufacturer norms or 12 months whichever is more. When the items is under Warranty/Defect Liability Period, it shall be the sole responsibility of the Contractor/Supplier to rectify defect of items, spare parts, replacement items as deemed necessary by the Employer/Owner and install the same without any cost implications to Employer/ Owner.

2.4 Eligible Bidders

The interested Bidders should meet the following minimum eligibility criteria:

2.4.1 Work Experience

- i. Experience of having successfully completed similar works during the last 7 years ending last day of the month previous to the one in which bids are invited:

Three similar works each costing not less than Rs. 9.92 lakhs (Excluding GST)

OR

Two similar works each costing not less than Rs. 12.40 lakhs (Excluding GST)

OR

One similar work costing not less than Rs. 19.85 lakhs (Excluding GST)

Similar work shall mean supply, and installation of Furniture in Office/Commercial / Institutional buildings / etc. during last seven years.

The value of the work done declared in Annexure-6 & Annexure-7 is to be without GST / Taxes. For the works, where the Taxes or GST is not clearly defined, the value of works shall be considered as including GST and GST @18% shall be deducted to establish the value of work done.

In case, the bidder submits experience certificate of composite works, wherein they had supplied & installed Furniture along with other works, in such case, the cost pertains to supply & installation of Furniture, shall be considered as experience of similar works. The bidder shall submit the cost of Furniture including installation upon verification from their Client along with detailed breakup of cost.

The value of executed works shall be brought to the current level by enhancing the actual value of work done at a simple rate of 7% per annum, calculated from the date of completion of last day of the month previous to the one in which applications are invited.

The past experience in similar nature of work and also for additional experience should be supported by certificates issued by the Client's organization. The completion / experience certificates, along with the supporting documents, shall be got verified from the issuing authority / organizations prior to award of works. In case, the works / certificates are not verified by the issuing authority within a time period of 7 days (excluding holidays, Saturday & Sunday), WAPCOS reserves the right to not consider for the award of works.

- ii. The Bidder must not have been blacklisted by any Government agency or Public Sector Undertaking. A certificate shall be attached in this respect.
- iii. The interested Bidder shall be an Indian Registered Company under Companies Act 1956/2013, Proprietorship Firm/ Partnership Firm. Copy of Certificate of Incorporation/ Registration/ Partnership Deed Registration or any other relevant document, as applicable, shall be submitted along with a copy of address proof.
- iv. The bidder, either the authorized Selling Agent / Dealer / Distributor of M/s Godrej & Boyce Mfg. Co. Ltd. or manufacturer itself i.e. M/s Godrej & Boyce Mfg. Co. Ltd. can only participate in the bidding process and submit the requisite document in support of the above requirement.
- v. In case of bidder being the Authorized Selling Agent / Dealer / Distributor of M/s Godrej & Boyce Mfg. Co. Ltd., the experience of only the bidder executing the work shall be considered for eligibility. The valid documentary proof of being the authorized dealer / selling agent / distributor of M/s Godrej & Boyce Mfg. Co. Ltd. shall be submitted along the bid.
- vi. In case, the manufacturer i.e., M/s Godrej & Boyce Mfg. Co. Ltd. bids for the work, the work shall be executed by the manufacturer itself and not through any authorized dealer.
- vii. The Bidder must possess valid License, GST Registration Certificate and PAN card.

2.4.2 Joint ventures

Joint Venture / consortia of firms or companies shall not be allowed to participate in the Bidding process.

2.4.3 Certificates of Subsidiary/Group Companies/ Parental Company

The companies/ firms, who intend to get qualified on the basis of experience of the subsidiary/Group Companies/parental company, shall not be considered and vice versa. In case of a Company/ firm, formed after merger and/ or acquisition of other companies/firms, past experience and other antecedents of the merged/ acquired companies/firms will be considered for qualification of such Company/firm provided such Company/firm continues to

own the requisite assets and resources of the merged/ acquired companies/firms relevant to the claimed experience.

2.4.4 Financial Strength

- i. The average annual financial turnover on works during the immediate last three consecutive financial years, ending March 2022 shall be at least Rs. 12.40 lakhs. Audited Balance Sheet for 5 (five) years ending financial year 2021-22 are to be enclosed. The requisite certificates must be certified by statutory auditor of the firm/company. Any such certificate must carry the UDIN (Unique Document Identification Number). The tender evaluation sheet must carry the verification report of UDIN generated from ICAI Portal.
- ii. Bank Solvency Certificate issued from a Scheduled Commercial Bank/Nationalized bank approved by Reserve Bank of India (RBI) should be at least Rs. 9.92 lakhs (Rupees Nine Lakhs Ninety Thousands only) addressed to the tendering authority quoting the name of the work. The Certificate should be issued between the publishing of NIT & last date of submission of Bids, including extensions if any. The certificate should carry name, designation & power of attorney of the bank official.
- iii. The net worth of the bidder should be positive during the last three financial years ending 2021-22. The requisite certificates must be certified by statutory auditor of the firm/company. Any such certificate must carry the UDIN (Unique Document Identification Number). The tender evaluation sheet must carry the verification report of UDIN generated from ICAI Portal.
- iv. The Bidder should not have incurred any loss (Profit after tax should be positive) in more than two years during the last Five financial years ending on the financial year 2021-22. The Bidders are required to submit detailed Balance Sheet of last five Financial Years (Audited) and also detailed pages of Profit & Loss Account (Audited) for last five years. The requisite certificates must be certified by statutory auditor of the firm/company. Any such certificate must carry the UDIN (Unique Document Identification Number). The tender evaluation sheet must carry the verification report of UDIN generated from ICAI Portal.
- v. The Bidder should be financially sound and should not have applied or be under corporate debt Restructuring on the last date of submission of Bid. The bidder shall submit the undertaking to this effect along with relevant documents.

2.5 Site Location

Site Location - KBLPA Office, Nandanpura, Jhansi, Uttar Pradesh - 284003

2.6 Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of Bid and the Employer in no case will be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

2.7 Tender Documents

The tender documents are as stated below and should be read in conjunction with any corrigendum/modification issued on these documents:

- Notice Inviting Tender (NIT)
- Instructions to Bidders (ITB)
- Annexures for Bid Submission
- General Conditions of Contract (GCC)
- Technical specifications
- Schedule of Quantities
- Drawings

The Bidder is expected to examine carefully the contents of all the above documents. Failure to comply with the requirement of the Bid submission will be at the Bidder's own risk. Bids which are not substantially responsive to the requirement of the bidding document shall be rejected.

2.8 Clarification of Bid Documents and Pre-Bid Meeting

Prospective Bidder requiring any clarification of the bidding documents may notify the Employer via email sent to: mfk@wapcos.co.in at least one working day prior to pre-bid meeting. The queries shall be discussed during the pre-bid meeting and the last date for submission of any further queries of Bidders shall be within two days from the date pre-bid meeting. The Employer will reply to only those queries which received before the scheduled time as mentioned above via e-portal which are essentially required for submission of bids. The Employer will not reply to the queries which are not considered fit like replies of which can be implied /found in the NIT/Tender Documents or which are not relevant or in contravention to NIT/Tender Documents.

The pre-bid meeting shall be held at WAPCOS limited, Gurugram (Haryana), as per the schedule mentioned in the NIT.

Minutes of the meeting, including the text of the questions raised and the responses given will be uploaded on Gem portal only.

While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

2.9 Amendment of Bid Documents

At any time prior to the deadline for submission of bids, the Employer may, for any reason (s), whether at their own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of a corrigendum/ addendum. No modification of Bid shall be permissible after last date of submission, whatever may be the

reason. The Employer may at their discretion may extend the deadline for submission of Tender/ Bid, if considered necessary.

Any corrigendum/ addendum thus issued shall be part of the bidding documents. Prospective Bidders shall download the same from the GeM-portal and submit along with the submission of Bid as token of acceptance.

2.10 Preparation of Bids

2.10.1 Language of Bid

The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged between the Bidder and Employer shall be written in the English language only.

2.10.2 Bidders Responsibility

- a) The Bidder is solely responsible for the details of their Bid and the preparation of bids. In no case shall the Employer be responsible for any part of the tender documents submitted by him. Any Site information given in this tender document is for guidance only. The Bidder is advised to visit and examine the Site of works and its surroundings at their cost and obtain for themselves on their own responsibility, all information that may be necessary for preparing the tender and entering into a Contract.
- b) Irrespective of whether or not the Bidders have attended the pre-bid meeting, they shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the Site and clarifications/ modifications/ additions given in Pre-Bid meeting or addendum issued as per Clause 2.8 of ITB, Section-II of Volume-I, in the preparation and submission of the Bid.
- c) The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

2.10.3 Documents Required for Physical Submission of Technical Bid

The Bid submitted by the Bidder for consideration shall comprise of the following:

I. Technical Bid

The Technical Bid shall be uploaded with colored scanned copies of following documents. All the documents must be Serial wise as stated below and clearly marked page no. on each page.

The Technical Bids shall consist of two separate envelopes (Part-A1 & Part-A2) comprising the documents as mentioned below:

Part-A1:

1. Receipt of payment towards Tender Processing Fees and EMD deposited through RTGS / Bid Security Declaration as per format enclosed in Annexure-2 in case of Exemption for MSEs.
2. Notarized Power of Attorney / Authorization Letter in case of Proprietor firm, to sign the Tender in original as per clause 2.18 of Instructions to Bidders.

The documents submitted in Part-A1 shall be examined first. Any bids not complying with the above-mentioned requirements shall not be evaluated further and shall be summarily rejected.

Part –A2:

This part of Technical Bid shall consist of the documents as mentioned below:

1. Letter of Transmittal.
2. Provident Fund Certificate, ESIC Certificate
3. GST Registration Certificate. If not registered till date of submission of bid, Bidder will give undertaking on their letter head stating that in case the work is awarded they will get registered in GST as per Govt. norms before submission of bills
4. Copy of PAN card.
5. Name, address, details of the organization, Name(s) of the Owner/Partners/ Promoters and Directors of the firm / company as Annexure – 1
6. Form for Bid Security / EMD in Annexure – 2
7. Bid Security Declaration in Annexure – 3
8. Form of Integrity Pact as per format enclosed in Annexure - 5
9. Declaration by Bidder as per format enclosed in Annexure - 6
10. Details of similar type of work executed during last seven years indicating the value of works meeting the minimum eligibility criteria clause 2.4.1 Work Experience as per Annexure – 7
11. Annual Turnover, Net worth and Audited Balance Sheets for Last 5 (Five) years ending on the financial year 2021-22 duly certified by statutory auditor carrying valid UDIN no. generated from ICAI Portal as per Annexure - 8
12. Profit or Loss and Profit/Loss Statements for last 5 (five) years ending on the financial year 2021-22 as per Annexure - 9 duly certified by statutory auditor carrying valid UDIN no. generated from ICAI Portal
13. Solvency Certificate as per format enclosed in Annexure - 10
14. Constitution & Legal Status along with attested copies of Deeds/Articles and Memorandum of Association etc. as Applicable
15. No Deviation Certificate as per Annexure -11
16. Format for Financial Bid - Annexure - 12
17. Undertaking regarding Blacklisting / Non-debarment as Annexure - 14
18. Proof of authorized Selling Agent / Dealer / Distributor or Manufacturer in accordance with clause 2.4.1 (iv) of this section.
19. Undertaking of Rule 144 (xi) in General Financial Rules (GFRs) 2017 as per Annexure-15

No information relating to financial terms of services should be included in the Technical Bid

2.11 Financial Bid

The Financial Bid shall be submitted online only on GeM Portal as per Annexure-13 along with Bid before last date & time of submission of Tender Document.

Annexure-12 shall be filled in PDF & uploaded online only.

2.12 Bid Price

Unless stated otherwise in the Bidding Documents, the Bid Price shall be for the whole scope of work as described in ITB Clause-2.2 and shall include the followings:

- a) The total price quoted by the Bidder shall be firm during the performance of the Contract. Price quoted by the Bidder with any condition shall not be accepted and same is liable to be rejected.
- b) The prices quoted shall also include charges towards freight, forwarding, delivery, installation and commissioning, warranties, insurance charges for satisfactory completion of work as per the direction of Employer/Owner at KBLPA, Jhansi.
- c) Prices quoted by the Bidder shall include all Materials, Tools & Plant, labour, supervision, profit; other levies together with all general risks, liabilities and obligations set out or implied in the contract, applicable Labour Cess, cost of insurance to this contract, all applicable tax liabilities like GST, Income Tax & Surcharges, etc. Any other taxes /cess as per Government directives shall be deducted from each bill paid to the Contractor, from time to time.
- d) The Contractor shall issue Tax Invoices to the Employer showing (i) Basic Amount (ii) GST Amount separately in each bill and the payment of GST amount shall be reimbursed to Contractor only after uploading of GST amount by Contractor on GST portal to avail input benefit of GST by the Employer.
- e) Anti-Profiteering Clause: Upon implementation of GST or any reduction in tax on account of anti-profiteering on supply of goods or services, the benefit of input tax credit shall be passed on to the employer by way of commensurate reduction in prices.
- f) In case of any law requires WAPCOS to pay tax on the contract price on reverse charge basis, the amount of tax deposited by WAPCOS would be considered as per Income tax act, GST Laws or any other law as applicable.
- g) The Employer shall be performing all its duties of deducting TDS and other deductions on payments made to Contractor as per applicable legislation in force on the date of submission of Bid or to be newly/amended introduced during the execution of the Contract.
- h) The Bidder shall keep the contents of his tender and rates quoted by him confidential.
- i) The Bidder shall utilize Indian labour, staff and materials to the maximum extent possible in execution of Works.

2.13 Currency of Bid and Payment

The payment shall be made in Indian Rupees only.

2.14 Bid Validity Period

Bids shall remain valid for acceptance for a period of 180 days (One hundred eighty days) from the date of opening of Bids

The last date for submission of bid shall be reckoned from the last extension of bid, if any.

In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing or by e-mail. A Bidder may refuse the request. A Bidder agreeing to the request will not be required/nor permitted to modify his bid.

2.15 EMD and Tender Processing Fee

Earnest Money of Rs. Rs. 49,627/- shall be deposited through RTGS/ NEFT

Name of Bank: Indian Overseas Bank
Bank Account Number: 193502000000290
IFSC Code: IOBA0001935

2.15.1 No interest shall be paid to the bidder towards EMD, till it is released.

2.15.2 The EMD shall be payable to WAPCOS Limited without any condition(s), recourse or reservations

- i) The Bid will be rejected in case EMD is not submitted (In case EMD is not exempted)
- ii) The EMD of bidders other than the successful bidder will be returned not later than 45 (forty five) days after the expiry of bid validity.
- iii) The EMD of the successful bidder will be discharged after the bidder has furnished the required acceptable Performance Security.
- iv) The EMD shall be forfeited:
 - a) if a bidder withdraws the bid after bid opening during the period of validity;
 - b) In the case of a successful bidder; if the bidder fails to Sign the Agreement within the 15 days from the date of issue of LOA or fail to furnish the required performance security or fail to commence the work within the stipulated time period prescribed in the contract.

The unique transaction reference of RTGS/ NEFT shall have to be uploaded by the Tenderer in the e-tendering system by the prescribed date. The Addl. Chief Engineer will get the earnest money verified from financial department based on the UTR number against each RTGS/ NEFT payment before the tenders are opened.

The Tender Processing Fee shall be submitted as per the details mentioned in the NIT. The bids without Tender Processing Fee and / or EMD shall be summarily rejected and shall not be evaluated further.

2.16 Bidding Condition

The Bidder shall submit offers which comply fully with the requirements of the Bid Document. Any deviation in submitted Bid for the Bidding Documents shall be liable for rejection.

2.17 Format for Submittal

Format for submittal of related information for Bid shall be as per the Annexures of Section-III and shall be strictly adhered to.

The Bid shall contain no overwriting, alternations or additions. Any corrections/cuttings should be signed by the tenderer.

All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

2.18 Power of Attorney

- a) Power of Attorney duly notarized and on a stamp paper of an appropriate value, issued and signed by the member authorizing the person signing the tender documents to sign documents, make corrections/ modifications, to interact with the Employer and act as the contact person shall be submitted along with Technical Bid. The Power of Attorney shall be submitted in original and shall be specific to the Bid submission only. The Power of Attorney shall have been issued after the date of publishing of the tender.
- b) In case of proprietary firm, the Application shall be signed by the Proprietor with full name and name of the firm with his/ her current address.
- c) In case of a limited Company or Corporation, the Application shall be signed by an authorized person holding the Power of Attorney for signing the Application. A certified copy of the Power of Attorney shall accompany the Application.

2.19 Submission of Bids

Online submission of Bid

The complete set of Technical Bid shall also be submitted physically at the address mentioned in NIT on or before the last date of submission of Bid, however, Financial Bid shall be submitted online only.

This tender/ Bid shall follow a Single Stage Two Envelope Bid System i.e., Technical Bid and Financial Bid as given below.

a. Technical Bid

The Technical bid may be declared non-responsive / invalid, if the Bid is not accompanied by the requisite documents as stipulated in clause 2.10.3.

The Technical Bid should not contain any financial information related to Financial Bid.

b. Financial Bid

The Financial Bid shall not include any Commercial or Technical conditions/information. Financial offers shall be submitted as per prescribed format given in Annexure-12 & 13 of Section-III of Bid document in a percentage basis. Financial Bid shall be uploaded on GeM portal only as per given format of Excel uploaded on GeM portal. No hard copy of Financial Bid needs to be submitted.

- c. The Bidders are advised to submit complete details with their bids. In case of discrepancy between the documents physically submitted and documents uploaded on e-tendering website, the Technical Bid Evaluation will be done on the basis of documents uploaded on e-tendering website by the Bidder. The information should be submitted in the prescribed proforma. Bids with incomplete/ambiguous information shall be summarily rejected.

2.20 Broad Outline of Activities from Bidder's Perspective**i) Submission of Bids****Online submission of Bid**

The bidders are required to submit soft copies of their bids electronically on the GeM Portal. The instructions given below are meant to assist the bidders in registering on the GeM Portal, prepare their bids in accordance with the requirements and submitting their bids online on the GeM Portal. More information useful for submitting online bids on the GeM Portal may be obtained at gem.gov.in

ii) General

The Special Instructions (for online submission) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

iii) Broad Outline of Activities from Bidder's Perspective



Bid Participation- Services

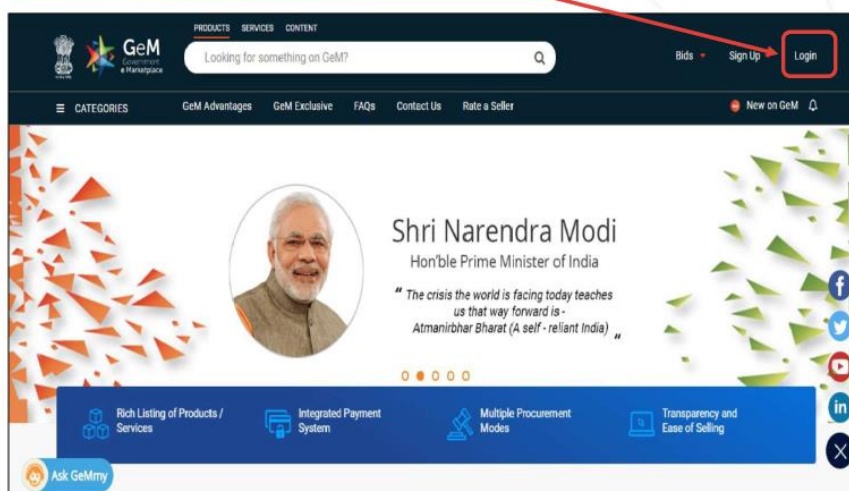
Objective



Welcome!

In this Module, we will introduce you to Bid participation by Seller for Services.

Open gem.gov.in and click on Login.



Not Registered with GeM ? Sign up to experience the Marketplace

[Register as Buyer](#) [Register as Seller](#)

Need help with your Login ?

Raise a Ticket
Agents and experts available on a single platform ready to help you

Contact Us
Email: [helpdesk-gem\(at\)gov\(dot\)in](mailto:helpdesk-gem(at)gov(dot)in)
Call: 1-800-419-3436 / 1-800-102-3436 (8 am - 8 pm Mon to Sat)

Login in to Government e Marketplace | GeM

TYPE CAPTCHA

Type the characters in the box below. *

WQKSFQ

Password shall be entered on next screen post successful GeM login ID and Captcha validation

Submit

WEB INFO **ABOUT GeM** **NEWS & EVENTS** **RESOURCES** **TRAINING** **NEED HELP ?**

GeM
Government e Marketplace

Bids Sign Up

Not Registered with GeM ? Sign up to experience the Marketplace

Register as Buyer Register as Seller

Need help with your Login ?

Raise a Ticket
Agents and experts available on a single platform ready to help you

Contact Us
Email: helpdesk-geomt@govt dot in
Call: 1-800-419-3436 / 1-800-102-3436 (8 am - 8 pm Mon to Sat)

Login in to Government e Marketplace | GeM

GeM User Id *

Password *

Submit Cancel

[Forgot your GeM password ?](#)
[Reset GeM Password](#)

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a Marketplace

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Hello Mansi! Rating not Available

Notifications Data updated 10 yesterday

- 1. Notification of upcoming large Bid for procurement of Batteries by Indian Army. For details click on the link.
- 2. GeM foresees a growth in buyer transactions in Feb. March-2019. In order to accelerate the growth of the platform, we are offering a discount to the Buyers on GeM. Discounts offered on the current display prices for 'your products' will be seamlessly passed on to the buyers. Please send your proposals to bid_cancellation@gem.gov.in
- 3. GeM proposes to proactively forward payment delay issues of MSE sellers to MGNM-Samadhan. Some of the MSE sellers might have already filed the case at MGNM-Samadhan. We request such sellers to send e-mail to mnm-gem@mgnm.gov.in with details such as 'Seller name, MGNM address number, Seller category (Micro/Small/Medium), GEIEM contract number, contract date, CRAC date, total amount payable and incident ID# if any' within 48 hours.
- 4. Sellers are hereby notified that they can decline an order from a buyer who has been flagged by GeM for delayed payments. Decline of such order will not affect seller's ratings, and no incident can be created against such rejection. Please click on the link to check the list of buyers flagged for delayed payments.
- 5. Sellers registered with NSIC (National Small Industries Corporation) are exempted from Vendor assessment.
- 6. Sellers are hereby notified that the incident management policy has been revised. The revised policy, version 12.0 is now available.

Latest Bids View all bids

You are invited to participate in bid (GEM/2019/3/38116)

You are invited to participate in bid (GEM/2019/3/425)


You are invited to participate in bid (GEM/2019/3/434)

Latest Announcement

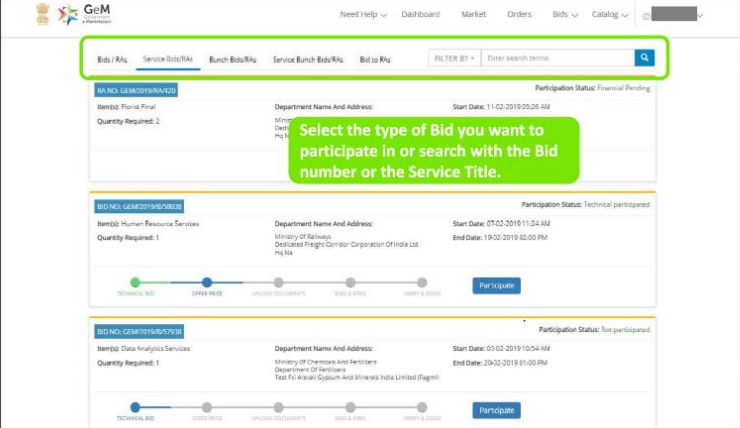
10 September 2018

All Sellers are hereby notified that strict action would be taken against them and their account will be suspended for 30 days as per the provision in IM policy if it is found that:

1. Seller withdraws or modifies or omits or derogates from the bid in any manner during the period ranging from bid publication to bid closing by way of placing of order in favour of his/her vendor/ vendor award including signing off by.




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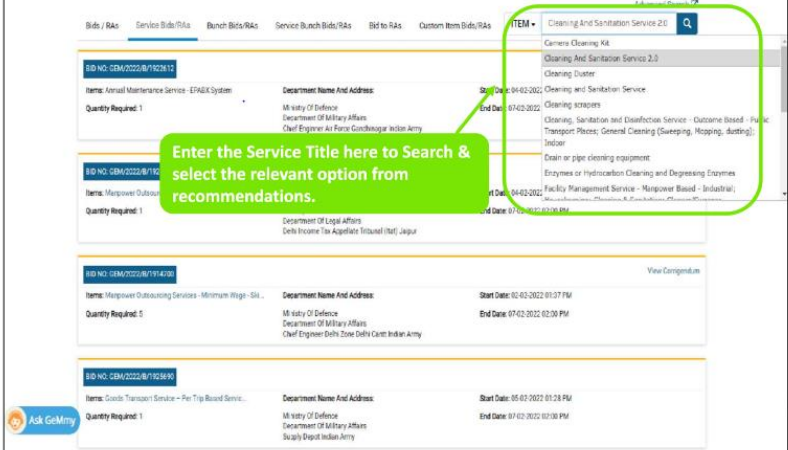


Select the type of Bid you want to participate in or search with the Bid number or the Service Title.

Bid No.	Service Title	Department Name And Address	Start Date	End Date	Participation Status
BID NO: GEM/2019/0504500	Item: Florist Final Quantity Required: 2	Ministry of Defence Chief Engineer Air Force Cardiac Indian Army	11-02-2019 05:25 AM		Participation Status: Financial Pending
BID NO: GEM/2019/0504501	Item: Human Resource Services Quantity Required: 1	Ministry of Railways Dedicated Freight Corridor Corporation of India Ltd	07-02-2019 11:24 AM	19-02-2019 02:00 PM	Participation Status: Technical participated
BID NO: GEM/2019/0504502	Item: Data Analytics Services Quantity Required: 1	Ministry of Chemicals and Fertilizers Department of Fertilizers Tata Fertilizer Limited (Pvt) Ltd	03-02-2019 10:54 AM	29-02-2019 01:00 PM	Participation Status: Not participated



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Enter the Service Title here to Search & select the relevant option from recommendations.

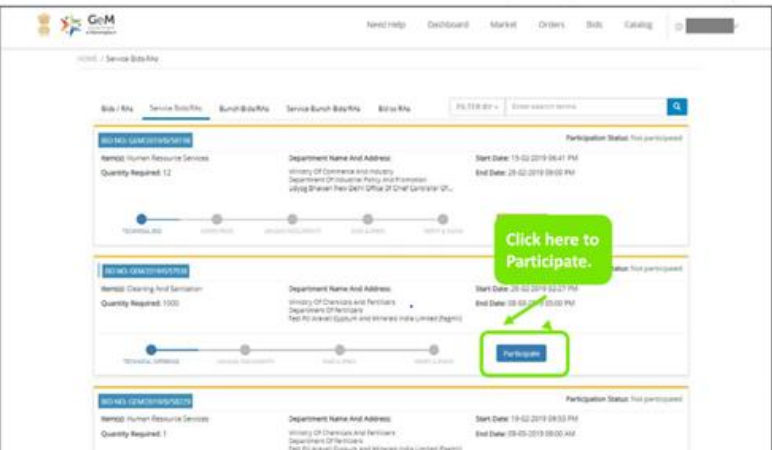
Bid No.	Service Title	Department Name And Address	Start Date	End Date	Participation Status
BID NO: GEM/2020/0702012	Item: Annual Maintenance Service - ETABK System Quantity Required: 1	Ministry of Defence Department of Military Affairs Chief Engineer Air Force Cardiac Indian Army	04-02-2022	03-02-2022	
BID NO: GEM/2020/0702013	Item: Manpower Outsourcing Services - Minimum Wage - 50/- Quantity Required: 5	Ministry of Defence Department of Military Affairs Chief Engineer Air Force Cardiac Indian Army	04-02-2022 01:07 PM	07-02-2022 02:30 PM	
BID NO: GEM/2020/0702014	Item: Goods Transport Service - Per Trip Based Service Quantity Required: 1	Ministry of Defence Department of Military Affairs Supply Depot Indian Army	04-02-2022 01:28 PM	07-02-2022 02:30 PM	

Recommendations:

- Cleaning And Sanitation Service 2.0
- General Cleaning Kit
- Cleaning And Sanitation Service 2.0
- Cleaning Cluster
- Cleaning and Sanitation Service
- Cleaning scrapers
- Cleaning, Sanitation and Disinfection Service - Outcome Based - Public Transport Places: General Cleaning (Sweeping, Hooping, dusting)
- Indoor
- Drain or pipe cleaning equipment
- Enzymes or Hydrocarbon Cleaning and Degreasing Expenses
- Facility Management Service - Manpower Based - Industrial



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Click here to Participate.

Bid No.	Service Title	Department Name And Address	Start Date	End Date	Participation Status
BID NO: GEM/2019/0504500	Item: Human Resource Services Quantity Required: 12	Ministry of Commerce and Industry Department of Production Policy and Transport Chief Engineer Air Force Cardiac Indian Army	15-02-2019 04:47 PM	29-02-2019 09:00 PM	Participation Status: Not participated
BID NO: GEM/2019/0504501	Item: Cleaning And Sanitation Quantity Required: 1000	Ministry of Chemicals and Fertilizers Department of Fertilizers Tata Fertilizer Limited (Pvt) Ltd	03-02-2019 10:54 AM	29-02-2019 01:00 PM	Participation Status: Not participated
BID NO: GEM/2019/0504502	Item: Human Resource Services Quantity Required: 1	Ministry of Chemicals and Fertilizers Department of Fertilizers Tata Fertilizer Limited (Pvt) Ltd	03-02-2019 10:54 AM	29-02-2019 01:00 PM	Participation Status: Not participated

[illegible]

TECHNICAL BID ORDER PRICE UPGRADE DOCUMENTS ENDS & FEES NEW BID

IBA Requirement

BID DETAILS

Add/Update Offer

TECHNICAL OFFERING

Cleaning And Sanitation (1000)
Participate

Additional Required Data/Documents)

Text : TEST

Cleaning : 1551171433.pdf

Specification	Bid Requirement	Offered
Core		
Type of Area:	Indoor Area	Indoor Area
Per Unit:	Per Soft	Per Soft
Add On(s)		
Soap	Liquid Soap	Nothing selected
Broom	Long	Nothing selected

Save and Continue



Cleaning And Sanitation (1000)

Participate

Additional Required Data/Documents)

Text : TEST

Cleaning : 1551171433.pdf

Specification	Bid Requirement	Offered
Core		
Type of Area	Indoor Area	Indoor Area
Per Unit	Per Sqft	Per Sqft
Adden(s)		
Soap	Liquid Soap	Liquid Soap
Broom	Long	Long

Click here to save and continue.

Save and Continue



GeM Government e Marketplace

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HOME / SELLER PARTICIPATION

TECHNICAL BID | OFFER PRICE | UPLOAD DOCUMENTS | BIDDING & OFFER | VERIFY OFF

Bid Requirement

BID DETAILS

Your Offerings

1. TECHNICAL BID

Add/Update Offer

OFFER PRICE

Cleaning And Sanitation^{*}
Quantity: 1000

Actual price: Max price: Rs. 0.99

Total Price for contract period for number of brooms (Package Cost):

Total Price for contract period for number of soaps (Package Cost):

Please fill in your Offer Price.

Please note that this bid will be subjected to a GeM transaction charge of 0.5% (plus GST) of the total order value, in case the final order value exceeds INR 30 Lacs

PRIVACY INFO | ABOUT GeM | NEWS & EVENTS | RESOURCES | TRAINING | NEED HELP ?



1. TECHNICAL BID

Add/Update Offer

OFFER PRICE

Cleaning And Sanitation^{*}
Quantity: 1000

0.98
Max price: Rs. 0.99

Total Price for contract period for number of brooms (Package Cost):

Total Price for contract period for Number of soaps (Package Cost):

Click here to see the Estimated Price.

SHOW ESTIMATION PRICE

Please note that this bid will be subjected to a GeM transaction charge of 0.5% (plus GST) of the total order value, in case the final order value exceeds INR 30 Lacs

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Technical Specifications comparison

You can view the technical specifications comparison.

Consignment	Quantity	Rate Per Square Feet (Per Cleaning Day in INR)	number of brooms	number of brooms Price	Number of soaps	Number of soaps Price	No. of Cleaning Days during the Contract Period	Total Price (INR)
Con 1	1000	0.99	Package	10	Package	10	24	23520
Sub Total								23520
Total Price:								23,520.000 (INR)

Cleaning And Sanitation^{*}
Quantity: 1000


Total Price for contract period for number of brooms (Package Cost):

Total Price for contract period for Number of soaps (Package Cost):

Click here to Proceed

Please note that this bid will be subjected to a GeM transaction charge of 0.5% (plus GST) of the total order value, in case the final order value exceeds INR 30 Lacs

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1. TECHNICAL BID

Add/Update Offer

Offer Price

Please enter Offer Price (Inclusive of all taxes including GST) for the below item(s).


Cleaning & Sanitation - KPMG 1 - Healthcare, Hospitality(Standard Unit Rate Per Frequency Per Cycle)*:	20000	Change Price
Quantity: 1		

Click here to save your price and continue.

DECRYPT & SAVE

Your price will be encrypted with buyer public key. Now you will not be able to view your price. This can be open with Buyer private key.

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Bid Requirement

BID DETAILS

Your Offerings

1. TECHNICAL BID

Add/Update Offer

OFFER PRICE


Specify the offer price (inclusive of all taxes, GST % included) for the below item(s).

Custom Bid New(Lumpsum Cost Of The Specified Service Holistically For Entire Contract Duration)*:

The bidder should fill total lumpsum cost for the entire contract.

Please note that this bid will be subjected to a GeM transaction charge of 0.5% (plus GST) of the total order value, in case the final order value exceeds INR 30 Lacs

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OFFER PRICE

Add/Update Offer

Upload Documents

RA documents

Bidder Turnover*: Choose file | No file chosen

Certificate (Requested in ATD)*: Choose file | No file chosen

Seller*: Choose file | No file chosen

Please Upload Financial Document*: Choose File | No file chosen

Financial and other document to be uploaded by the seller.

Prices for the Spares/Consumables to be provided in the Financial Document PDF.

BidCategory


Are you service MSE for this service*: ☒ Yes ☐ No

MSE Category Certificate: Choose file | No file chosen


Please Note:

1) Sellers providing wrong self-declaration for MSE or MII status or EMD exemption document with respect to the bid will be liable for disqualification, without any further notice.


2) Sellers, please note that furnishing of incorrect/misleading MSE or MII declarations for seeking EMD exemptions and MSE or MII purchase preference in Bids is a violation of GeM Terms and Conditions and such sellers may be disabled from doing any further transactions on GeM, without any further notice.



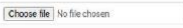
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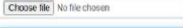
OFFER PRICE 


Add/Update Offer


Upload Documents 

RA documents

Bidder Turnover:  No file chosen

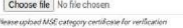
Certificate (Requested in ATC):  No file chosen

Seller:  No file chosen File uploaded

Please Upload Financial Document:  No file chosen

BidCategory

Are you service MSE for this service? ☒ Yes ☐ No

MSE Category Certificate  No file chosen

Please upload MSE category certificate for verification
File uploaded: 1643709634.pdf

Please Note:
1) Sellers providing wrong self declaration for MSE or MI status or EMD exemption document with respect to the Bid will be liable for disqualification, without any further notice.
2) Sellers, please note that furnishing of incorrect/misleading MSE or MI declarations for seeking EMD exemptions and MSE or MI purchase preference in Bids is a violation of GeM Terms and Conditions and such sellers may be disabled from doing any further transactions on GeM without any further notice.


Select "Yes" If you wish to apply for MSE Purchase Preference and Upload the MSE Category Certificate for Verification.




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TECHNICAL BID **OFFER PRICE** **UPLOAD DOCUMENTS** **EMD & EPBG** **VERIFY OTP**


Bid Requirement


BID DETAILS 

Your Offerings

1. TECHNICAL BID 

2. OFFER PRICE 

3. UPLOAD DOCUMENTS 

4. EMD & EPBG 

Add/Update Offer

VERIFY OTP

Please verify OTP to submit your offer.


Click here to receive OTP to verify and submit the offer.

I agree to the Terms & Conditions of the Government e-Marketplace (GeM)

You can check your Bid document here.

Bid Document


Verify OTP




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TECHNICAL BID **OFFER PRICE** **UPLOAD DOCUMENTS** **EMD & EPBG** **VERIFY OTP**


Bid Requirement


BID DETAILS 

Your Offerings

1. TECHNICAL BID 

2. OFFER PRICE 

3. UPLOAD DOCUMENTS 

4. EMD & EPBG 

Add/Update Offer

VERIFY OTP

Please verify OTP to submit your offer.

Mobile OTP verification

Please enter the OTP that has sent to your registered mobile.

Enter OTP: **Verify**


Your mobile authentication successful!
Not received OTP in 9:39 minutes?

Enter the OTP and click on 'Verify' to confirm your participation.

I agree to the Terms & Conditions of the Government e-Marketplace (GeM)

Bid Document

Verify OTP



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HOME / SELLER PARTICIPATION

TECHNICAL BID OFFER PRICE UPLOAD DOCUMENTS EMD & EPBG VERIFY OTP

Bid Number: GEM/2019/W/57938

Participation Status: Participated

You have successfully participated in the Bid.

Withdraw Bid

Bid Requirement

BID DETAILS

Your Offerings

1. TECHNICAL BID
2. OFFER PRICE
3. UPLOAD DOCUMENTS
4. EMD & EPBG
5. Verify OTP & Publish

PRIVACY INFO: Privacy Policy, Terms of Use, Copyright, Return Policy


ABOUT GeM: Introduction to GeM, Careers, MOUs, Testimonials

NEWS & EVENTS: Newsroom, Gallery, Notifications, CCM Schedule

RESOURCES: Terms and Conditions, Buyers, Sellers, Miscellaneous

TRAINING: LMS, Training Calendar, Training Module, Feedbacks

NEED HELP? : FAQs, Video Guides, Return Ticket, Contact Us



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HOME / SELLER PARTICIPATION

TECHNICAL BID OFFER PRICE UPLOAD DOCUMENTS EMD & EPBG VERIFY OTP

Bid Number: GEM/2019/W/57938

Participation Status: Participated

In case you want to withdraw from bid, click here.

Withdraw Bid

Bid Requirement

BID DETAILS

Your Offerings

1. TECHNICAL BID
2. OFFER PRICE
3. UPLOAD DOCUMENTS
4. EMD & EPBG
5. Verify OTP & Publish

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HOME / SELLER PARTICIPATION

TECHNICAL BID OFFER PRICE UPLOAD DOCUMENTS EMD & EPBG VERIFY OTP

Bid Number: GEM/2019/W/57938

Participation Status: Participated

Withdraw Guidelines: You have 2 attempt(s) remaining to re-participate after this withdrawal.

Reason*

Incorrect price quoted

Withdraw Cancel

Bid Requirement

BID DETAILS

Your Offerings

1. TECHNICAL BID
2. OFFER PRICE
3. UPLOAD DOCUMENTS
4. EMD & EPBG
5. Verify OTP & Publish

PRIVACY INFO: Privacy Policy, Terms of Use, Copyright, Return Policy

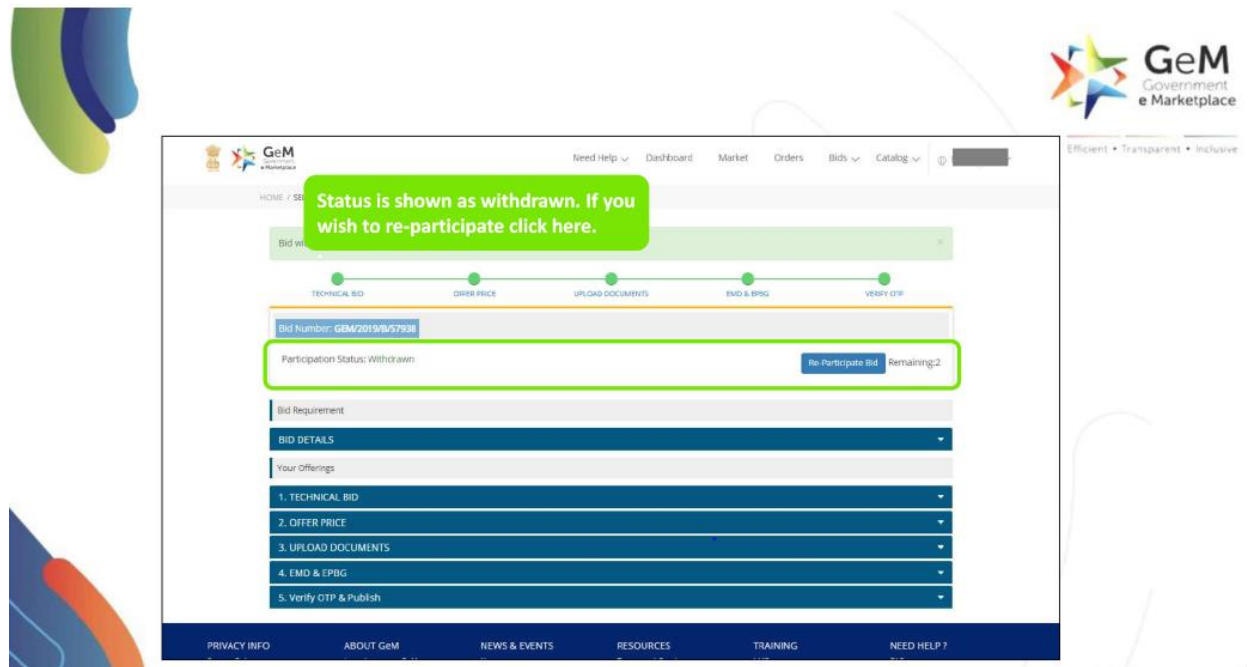
ABOUT GeM: Introduction to GeM, Careers, MOUs, Testimonials

NEWS & EVENTS: Newsroom, Gallery, Notifications, CCM Schedule

RESOURCES: Terms and Conditions, Buyers, Sellers, Miscellaneous

TRAINING: LMS, Training Calendar, Training Module, Feedbacks

NEED HELP? : FAQs, Video Guides, Return Ticket, Contact Us



REGISTRATION

1. Bidders are required to enroll on the GeM (Government e-Marketplace) portal
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the GeM Portal.
4. Bidder then logs in to the site through the secured log-in by entering their user ID / password.

Note: For Detailed process of registration, interested bidders may refer <https://gem.gov.in/> website.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the GeM Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include GeM ID, Organization Name, and Location etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Location, Other keywords etc. to search for a Bid published on the Gem Portal.
2. The bidder should make a note of the unique GeM ID assigned to each Bid, in case they want to obtain any clarification / help from the GeM Helpdesk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Note: *For Detailed process of preparation of bid, interested bidders may refer <https://gem.gov.in/> website.*

SUBMISSION OF BIDS

For Detailed process of bid submission, interested bidders may refer <https://gem.gov.in/> website.

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to upload the required bid documents one by one as indicated in the tender document.
3. Bidder should submit the EMD as per the instructions specified strictly in the tender document. The receipt of submission should be posted/couriered/given along with Technical Bid in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
4. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
5. Upon the successful and timely submission of bids (i.e., after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message.
6. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the GeM Portal Helpdesk.

PHYSICAL SUBMISSION OF BIDS

The Bidder shall follow the procedure as indicated below:

- The Technical Bid shall be wrapped in an envelope addressed to Addl. Chief Engineer, WAPCOS Ltd. Room No. D-14, Institutional Area, Sector-18, Gurugram, Haryana duly super scribing on top, tender number, name of work and time and last date for submission. The envelope should also bear the name and address of the Bidder. The financial bid is not be submitted in sealed cover physically. However, the same is to be uploaded online only.
- The contents of the Technical Bid and Financial Bid shall be as detailed under relevant clauses of ITB herein.
- No responsibility will be accepted by WAPCOS for the misplacement or premature opening of a tender/bid, not sealed or marked as per aforesaid instructions.
- The Bid should be submitted in the office of Sr. General Manager, CMU-II, WAPCOS Ltd. Room No. D-14, Plot No. 76-C, Institutional Area, Sector-18, Gurugram, Haryana.

2.21 Deadline for Submission of Bids

The Employer may, at their discretion, extend the deadline for submission of Bids by issuing an amendment, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

2.22 Modification and Withdrawal of Bids

The Bidder may modify or withdraw his Bid prior to deadline for submission of Bid by giving modification or withdrawal notice in writing to Employer. Any modification shall be done in online bid along with the submission of modified physical bid.

The Bidder's modifications or notice of withdrawal shall be prepared, sealed and clearly marked as "Modification" or "Withdrawal" as appropriate and delivered prior to deadline for submission of Bid in accordance with ITB Clause-2.21.

No Bid will be modified after the deadline for submission of the Bid. Withdrawal of Bid between deadline for submission and expiry of Bid validity will result in suitable actions as per the conditions mentioned in the relevant clauses of contract.

2.23 Bidding Documents

Entire set of Bid Document shall be submitted after filling it wherever required & signing each page as a token of acceptance of all terms & conditions of the Bid.

2.24 Employer's Right to accept any Bid and to reject any or all Bids

The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

2.25 Bid Opening and Evaluation

The Employer shall open the Bids as per the schedule. The Bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid. The Employer will open the Bids in the presence of Bidders' representative who wish to attend on the time, date and venue as mentioned in NIT. The physical Bid shall also be opened on the day of Tender opening.

2.26 Shortfall Documents

The Employer may ask the Bidder for submission of additional documents, if required, in case of shortfall documents during the evaluation of the Bids. Request for documents and the response shall be in writing and no changes in the prices of the Bid shall be sought, offered or permitted. No modification of the Bid and any form of communication with the Employer or submission of any additional documents, not specifically asked for by the Employer, will be allowed and even when submitted, they will not be considered by the Employer.

2.27 Confidentiality of Bids

After the public opening of Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the Award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.

Any effort by a Bidder to influence the Employer in the process of examination, clarification, evaluation and comparison of Bids, and in decisions concerning Award of Contract, may result in the rejection of their Bid.

2.28 Clarification of Bids

To assist in the examination, comparison and evaluation of Bid, the Employer may ask Bidders for clarification of the Bids, if any. But no change in price or substances of Bid will be sought, agreed or permitted. The request for clarification and its response shall invariably be in writing.

To assist in the examination, evaluation, and comparison of Bids, the Employer may, at their discretion, ask the lowest evaluated Responsive Bidder for clarification of his Bids. The request for clarification and the response shall be in writing or e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

No Bidder shall contact the Employer on any matter relating to his Bid from the time of the Bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

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

2.29 Determination of Responsiveness

Prior to detailed evaluation of Bid it will be determined whether each Bid:

- i) has been properly signed.
- ii) is accompanied by required securities.
- iii) is substantially responsive to the requirement of the Bidding document.
- iv) provides necessary clarification or substance.

A Substantially Responsive Bid is one which conforms to all the terms, conditions & specifications without material deviation or reservation which

- i) affects in any substantial way the quality or scope of the work.
- ii) limits in any substantial way the scope of work
- iii) is inconsistent with the Bidding document
- iv) affects unfairly the competitive position of other Bidder(s).

Bids not found Substantially Responsive are liable to be rejected. Conditions if added by the Bidder, which have adverse bearing on the cost and scope of tendered work shall make the Tender/ Bid liable to disqualification.

2.30 Corrections of Errors in Bids

Bids will be checked for any arithmetical error and will be corrected by the Employer irrespective of concurrence of the Bidder. If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected and the Bid Security will be forfeited.

2.31 Evaluation and Comparison of Bids

- a) The Employer shall first evaluate the Technical Bid in accordance with the requirements of the Bidding documents to ensure responsiveness of the Bids. A responsive bid shall only be considered as Technically Qualified. Bid(s) which are not found responsive shall be rejected.
- b) The Employer will evaluate and compare only the Bids determined to be substantially responsive.
- c) The evaluation of financial proposals by the Employer will take into account, in addition to the tender amounts, the following factors:
- d) Arithmetical errors corrected by the Employer in accordance with Clause 2.30 of this Section.

- e) Such other factors of administrative nature as the Employer may consider to have a potentially significant impact on Contract execution, price and payments, including the effect of items or rates that are unbalanced or unrealistically priced.
- f) Evaluation of Financial Bid will be based on percentage above/below or at par quoted by the Contractor.
- g) If the Financial Bids of lowest two Bidders are equal, then the Bidders shall be asked to resubmit the Financial Bid. No upward revision will be allowed.
- h) Any subsequent alteration in prices shall not be given any cognizance.

2.32 Award of Contract

Subject to Clause 2.33 of ITB, the Employer shall award the Contract to the Bidder whose tender has been determined to be substantially responsive, complete and in accordance with the tender documents, and whose total evaluated price for undertaking the entire project as detailed in tender documents is the lowest.

2.33 Notification of Award

Prior to the expiry of the period of Bid validity prescribed by the Employer or any extension thereof, the Employer shall notify the successful Bidder by email / registered letter that his Bid has been accepted.

This “Letter of Award” shall contain the contract price payable to the successful Bidder in consideration of the execution, completion and maintenance of the Works by the successful Bidder as prescribed in the Contract (hereinafter and in the Conditions of Contract called “the Contract Price”). The notification of Award will constitute the part of the Contract agreement.

2.34 Signing of the Contract

Subsequent to receipt of the Letter of Award, on a date and time mutually agreed upon, or as specified in the Letter of Award, the successful Bidder or his authorized representative shall attend the office of Sr. General Manager (CMU-II), WAPCOS Limited, Plot No-76C, Institutional Area, Sector-18, Gurgaon-122015, Haryana for signing of the Contract Agreement. Failure on the part of the successful Bidder to comply with the above requirements will constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security.

2.35 Performance Security

- a) Within 15 (Fifteen) days of receipt of the Letter of Award, but not later than the date of the signing of the Agreement, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 3% of the Contract price:
 - a Bank Guarantee issued by a Scheduled Commercial Bank approved by Reserve Bank of India (RBI) as per Annexure 3 of Bid document; or

- a deposit receipt of a Scheduled Commercial Bank approved by Reserve Bank of India (RBI) in favour of WAPCOS Limited payable at Delhi/ Gurgaon.
- b) The confirmation of the Bank Guarantee shall be sought from the issuing bank through Structured Financial Messaging System (SFMS), as per details given below:
- Indian Overseas Bank
NHB, Gurgaon
Branch Code: 1935
IFSC code: IOBA0001935
Beneficiary: WAPCOS Limited
- This shall also be applicable in respect of confirmation of any extension of the Bank Guarantee as and when required.
- c) The period for submission of the Performance Security can be extended by the competent authority upon written request received from the Bidder stating the reason for delays in procuring the Performance Security to the satisfaction of the Competent Authority.
- d) Failure of the successful Bidder to comply with the requirements of performance security shall constitute sufficient grounds for cancellation of the award.
- e) The Performance Security shall be valid until the date of 60 days after issuing of the Taking Over Certificate or Completion Certificate whichever is later. The performance guarantee shall be returned to the Contractor without any interest.

Corrupt or Fraudulent Practices

It is required that the Bidders /Contractor observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, it is defined, for the purposes of this provision, the terms set forth below as follows:

- “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution
- “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.

The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract.

**SECTION-III
ANNEXURES**

Section-III - Annexures**Letter of Transmittal/ Covering Letter**

From:

To

The Addl. Chief Engineer
WAPCOS Limited

Subject: Submission of bids for the work of _____

Sir,

Having examined the details given in Bid document for the above work, I/we hereby submit the relevant information.

1. I/we hereby certify that all the statement made and information supplied in the enclosed Annexures (Annexure __ to __) and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified solvency certificate and authorize the Employer to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize Employer to approach individuals, our previous employers, firms and corporation to verify our competence and general reputation.
4. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:

Name of work	Certificate from

Certificate:

It is certified that the information given in the enclosed eligibility Bid are correct. It is also certified that I/we shall be liable to be debarred, disqualified/ cancellation of enlistment in case any information furnished by me/us found to be incorrect.

Enclosures:

Seal of Bidder

Date of submission:

Signature(s) of Bidder.

Annexure 1 - General Information

1.	Name of Contractor	
2.	Address for correspondence	
3.	Official e-mail for communication	
4.	Contact Person: Telephone Nos. Fax Nos. Mobile	
5.	Type of Organization:	
6.	Place and Year of Incorporation	
7.	Details of Registration of Proprietor/ Partners / Directors with various Institutions	
8.	Name of Directors/Partners in the organization and their status along with their qualifications.	
9.	Name(s) of the persons along with their qualification and designation, who is authorized to deal with Employer (Attach copy of power of Attorney)	
10.	Details of Awards/Appreciations supported with document to be submitted.	
11.	Bank Details Name of the Bank: Account Number: IFSC Code: Name & Address of the Branch: MICR Code:	

Signature of Bidder with Seal

Annexure 2 – FORMAT FOR BID SECURITY / EMD

(To be given on Company Letter Head)

To,
WAPCOS LIMITED,
76-C, INSTITUTIONAL AREA,
SECTOR-18, GURGAON, HARYANA-122015

Subject- Submission of Bid Security / EMD

Reference- _____

Sir,

With reference to the tender under reference we would like to participate in the tender. As per the Instruction given in tender document, we are forwarding herewith the prescribed Earnest Money Deposit (EMD) as detailed below along with duly filled tender documents.

DETAILS OF EMD SUBMITTED

1	Amount of EMD as per NIT	
2	Amount of EMD submitted through RTGS/NEFT	
3	Unique Transaction Reference of RTGS/NEFT	

OR

As we are registered with NSIC/MSME certificate firms for the work we have quoted, we may please be exempted from submission of Earnest Money Deposit (EMD). Copy of NSIC/MSME certificate is forwarded herewith as instructed in the tender.

DETAILS OF NSIC/MSME CERTIFICATE:

1	Registered with NSIC / MSME certificate	
2	Registration Certificate No. & Date	
3	Registration Certificate valid up to	

(Copy of documentary evidence of having deposited EMD or copy of valid NSIC/ MSME certificate should be uploaded in the appropriate cover while submitting the tender)

SIGNATURE OF BIDDER WITH
SEAL

Annexure 3 – Bid Security Declaration**(For MSME registered Bidders)****(On Rs. 10/- Stamp Paper)**

Whereas, I/we.....(name of agency) have submitted bids for(name of the work)

I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit.

If after the opening of tender, I/We withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,

If, after the award of the work, I/We shall fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

I/We shall be suspended for one year and shall not be eligible to bid for CPWD/State Govt./Central Govt./CPSU's/any other Govt. tenders from date of issue of suspension order.

Signature of the Contractor(s)

Annexure 4 - Form of Performance Security

To
WAPCOS Limited,
76-C, Sector 18, Gurgaon - 122015

In consideration of _____ (Employer's name) hereinafter referred to as "the Employer" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to _____ (Contractor's name & address) hereinafter referred to as "the Contractor" (which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a Contract, by issue of Employer's Notification of Award No. _____ dated _____ and the same having been unequivocally accepted by the Contractor, resulting into a Contract valued at Rs. _____ (Rupees only) for _____ (name of work) hereinafter called "the Contract" and the Contractor having agreed to provide a Contract Performance Security for the faithful performance of the entire Contract equivalent to Rs. _____ (3 % of the said value of the Contract to the Employer). We, _____ (name & address of Bank) hereinafter referred to as "the Bank" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby Guarantee and undertake to pay the Employer, on demand any or, all monies payable by the Contractor to the extent of Rs. _____ (Rupees only) as aforesaid at any time upto _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this Guarantee during its currency without previous consent of the Employer and further agrees that the Guarantee herein contained shall continue to be enforceable till the Employer discharges this Guarantee.

We the said Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges the Guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from, time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract

between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank. The Guarantee shall not be affected by a change in the constitution of the Bank or of the Employer.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other Guarantee that the Employer may have in relation to the Contractor's liabilities.

We the Said Bank do hereby declare that we have absolute and unconditional power to issue this Guarantee in your favour under the Memorandum and Articles of Association or such other constitutional documents of the Bank and the undersigned have full power to execute this Guarantee under the Power of Attorney/ Post Approval Authorization dated _____ of the Bank granted to him / us by the Bank.

We the said Bank do hereby declare and undertake that your claim under the Guarantee shall not be affected by any deficiency or other defect in the powers of the Bank or its officials and the Guarantee shall be deemed to have been issued as if the Bank and its officials have all the powers and authorization to give this Guarantee on behalf of the Bank.

We the said Bank do hereby certify the genuineness and appropriateness of the Stamp paper and stamp value used for issuing the Guarantee. We the said Bank do hereby declare and undertake that your claim under the Guarantee shall not be affected by any deficiency or other defect in the stamp paper or its stamp value.

We the said Bank do hereby declare that our payments hereunder shall be made to you, free and clear of and without and deduction, reduction on account of any reasons including any and all present and future taxes, levies, charges of withholding whatsoever imposed or collected with respect thereto.

Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted to Rs. _____ (Rupees only) and it shall remain in force upto and including _____ and shall be extended from time to time for such period as may be desired by M/s WAPCOS Limited to whom this Bank Guarantee has been given.

Notwithstanding anything contained herein,

- i) Our liability under this Guarantee shall not exceed Rs. _____ (Rupees only)
- ii) This Bank Guarantee shall be valid until the date of 60 days after issuing of the Taking Over Certificate or Completion Certificate by the Engineer-in-Charge, whichever is later; and
- iii) We are liable to pay up to the Guaranteed amount only and only if we receive from you a written claim or demand within the claim period not later than 12 months from the said expiry date relating to default that happened during the period and shall your rights under this Bank Guarantee shall be extinguished and our liability under the Bank Guarantee shall stand discharged unless such written claim or demand is received by us from you on or before _____ being the date of expiry of the claim period. **(Indicate a date 12 months after validity of Guarantee).**

Dated this _____ day of _____ at _____

(Signature)
For the Bank with seal

Name:
Designation:
Power of Attorney No. :

Annexure 5 - Form of Integrity Pact

To,
WAPCOS Limited,
.....
.....

Sub: Submission of Tender for the work of

Dear Sir,

I/We acknowledge that WAPCOS Limited 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 WAPCOS. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the Tender/Bid, Employer 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)

Integrity Agreement

[To be submitted on Stamp paper of minimum Rs. 100 duly attested by Notary / Magistrate]

This Integrity Agreement is made at on this..... day of 2023

BETWEEN

WAPCOS Limited, Gurgaon

hereinafter referred as “the Employer” (which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

(Name and Address of the Contractor)

hereinafter referred to as the “Bidder/ Contractor” (which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

(Details of duly authorized signatory)

Preamble

WHEREAS the Employer has floated the Tender (NIT No.) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, Contract for..... (Name of work) hereinafter referred to as the “Contract”.

AND WHEREAS the Employer 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 Bidders.

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 as under:

Article 1: Commitment of the Employer

- (1) The Employer commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Employer, 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 Employer will, during the Tender process, treat all Bidder(s) with equity and reason. The Employer 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 Contract execution.
 - (c) The Employer shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Employer 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 Employer will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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 Employer 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) commits 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 Contract execution:

- (a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Employer'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 bidding process.
- (c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act.

Further the Bidder(s)/ Contractor(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 Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- (6) 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 the Contract.
- (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 of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Employer interests.
- (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 tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Employer under law or the Contract or its established policies and laid down procedures, the Employer 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 Employer'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 Article 2 above or in any other form, such as to put his reliability or credibility in question, the Employer 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 Employer. Such exclusion may be forever or for a limited period as decided by the Employer.
2. Forfeiture of EMD/Performance Security/Security Deposit: If the Employer 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 Employer apart from exercising any legal rights that may have accrued to the Employer, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Security and Security Deposit of the Bidder/ Contractor.
3. Criminal Liability: If the Employer 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 IPC Act, or if the Employer has substantive suspicion in this regard, the Employer will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years 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 Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/ Contractor as deemed fit by the Employer.
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 Employer may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/ Contractors/Subcontractors

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 Subcontractors/sub- vendors.
2. The Employer will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. The Employer will disqualify Bidders, who do not submit, the duly signed Pact between the Employer 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 more 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 or the Employer.

Article 7: Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Employer, 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 intentions.
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 Employer 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/Contact 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 the Employer)

..... (For and on behalf of the Bidder/ Contractor)

WITNESSES:

1. (Signature, name and address)

2. (Signature, name and address)

Place:

Dated:

Annexure 6 - Declaration by the Bidder**[Affidavit on Non-Judicial Stamp Paper of Rs.10/- duly attested by Notary / Magistrate]**

This is to certify that We, M/s _____, in submission of this offer confirm that:-

We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. We have carefully gone through the Instructions to Bidders (ITB), General Conditions of Contract, Forms & Annexures, Technical Specifications, Schedule of Quantities, etc. to be submitted duly filled up & notarized in the form of Affidavit, where applicable, and time of completion (which is sacrosanct) of work of “_____”.

- i. Our tender is offered taking due consideration of all factors mentioned in tender documents.
- ii. We promise to abide by all the stipulations of the Contract documents and carry out and complete the work to the satisfaction of the Employer.
- iii. We also agree to procure Plants and Machineries at our cost required for the work. We also submit that we have Organizational Structure comprising adequate Technical Personnel in the line of requirement. We also agree to accomplish the job entrusted to us in the stipulated time laid out in document except situations not under our control.
- iv. We have not made any misleading or false representation in the forms, statement and attachments in proof of the qualification requirements;
- v. We do not have records of poor performance such as abandoning the work, not properly completing the Contract, inordinate delays in completion or financial failures etc.
- vi. Business has not been banned with us by any Central / State Government Department/Public Sector Undertaking or Enterprise of Central / State Government.
- vii. We are not barred/ blacklisted presently by any Department, Authority or body corporate under the Govt. of India or any state Govt.
- viii. We have submitted all the supporting documents and furnished the relevant details as per prescribed format.
- ix. We are financially sound and have not applied or be under corporate debt restructuring.
- x. List of Similar Works satisfying Qualification Criterion as indicated hereinafter, does not include any work which has been carried out by us through a Subcontractor on a back-to-back basis.

- xi. The information and documents submitted with the tender by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
- xii. We understand that in case any statement/information/document furnished by us or to be furnished by us in connection with this offer, is found to be incorrect or false, our business dealing will be banned.

SEAL, SIGNATURE & NAME OF THE BIDDER (Authorized Person Signing this document)

Annexure 7 - Details of Similar Works Executed during Last 07 Years Meeting the Minimum Eligibility Criteria 2.4.1 i.e., Work Experience

Sl. No.	Name of work and its location	Name of Client	Date of Start	Date of Completion	Date of issue of Completion Certificate	Cost of the work on completion	Cost of the Work on current cost level	Litigation / Arbitration cases pending / in progress with details	Reference and Page No. of Documentary Proof
1.									
2.									
3.									
4.									
5.									
6.									

Certified that the Completion Certificates of above works are enclosed with the Tender Documents. Details mentioned in the above Form are as per Completion Certificates and have not been presumed. If any detail is not mentioned in the Work Completion Certificate, documentary proof of detail is to be submitted with the Completion Certificate.

Signature of Bidder with Seal

Annexure 8 - Financial Information - Turnover

Financial Analysis: Details to be furnished duly supported by figures in balance sheet for last 5 years duly certified by the Chartered Accountant/statutory auditor carrying valid UDIN no generated from ICAI Portal, as submitted by the applicant to the Income Tax Department

Years	Annual turnover	Net Worth as on last date of the financial year
2019-2020		
2020-2021		
2021-2022		
Average		

**Signature of Chartered Accountant
(with Seal)**

Signature of Bidder(s) (with Seal)

UDIN No.

Annexure 9 - Financial Information – Profit & Loss

Profit/ Loss Statement: Details to be furnished duly supported by figures in profit/ loss statement sheets for last 5 years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department

Years	PROFIT	LOSS
2017-2018		
2018-2019		
2019-2020		
2020-2021		
2021-2022		

**Signature of Chartered Accountant
(with Seal)**

Signature of Bidder(s) (with Seal)

UDIN No.

Annexure 10- Form of Solvency Certificate

(from a Scheduled Commercial Bank/Nationalized bank approved by Reserve Bank of India (RBI))

To

WAPCOS Limited,

76-C, Sector 18, Gurgaon - 122015

Name of the work: Tender for “Procurement, Supply & Installation of Furnitures etc.” For
KBLPA at Jhansi.

This is to certify that to the best of our knowledge and information that M/s.
.....having marginally noted address, a
customer of our Bank are/is respectable and can be treated as good for any engagement upto a
limit of Rs(Rupees.....).

This certificate is issued without any Guarantee or responsibility on the Bank or any of the officers.

(Signature) For the Bank with seal

Name:

Designation:

Power of Attorney No. :

NOTE:

1. Solvency certificate shall be on letter head of the Bank

Annexure 11 - Format of no Deviation Certificate

(To be submitted on Bidder's Letter Head)

To

The Addl. Chief Engineer,
WAPCOS Limited,

Subject: No Deviation Certificate for ----- (name of Work /Project)

Dear Sir,

With reference to above this is to confirm that as per Tender conditions we have visited site before submission of our Offer and noted the job content and site condition etc. We also confirm that we have not changed/modified the above tender document and in case of observance of the same at any stage it shall be treated as null and void.

We hereby also confirm that we have not taken any deviation from Tender Clause together with other reference as enumerated in the above referred Notice Inviting Tender and we hereby convey our unconditional acceptance to all terms & conditions as stipulated in the Tender Document without any exception including any corrigendum / addendum and replies to pre-bid queries. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null and void.

Yours faithfully,

Signature, name and designation of
the Authorized signatory)

Name and seal of Bidder

Date:

Place:

Annexure 12 - Format for Financial Bid

(On the letter head of the Company)

To
The Addl. Chief Engineer
WAPCOS Limited

Sub: Submission of Financial of Bid

Sir,

Having reviewed and fully understood all the requirements of Bid submission provided in the tender document, pertaining to **(Name of Work)** _____, I/we hereby submit our Financial Proposal on percentage rate (Single Percentage Basis) as per scope of work and other terms & conditions mentioned in tender document. I/we hereby also submit that

I/We have read and examined the all the Sections/Volumes of Bid document i.e. Notice Inviting Tender, Instruction to Bidders, General Conditions of Contract, Schedule of Quantities, Specifications, Drawings, etc. and all other contents in the bid document for the work of _____. I/we hereby also submit I/we have assessed the complete scope of work whether it is clearly mentioned in tender document or not and I/we shall not be paid any additional amount for the item(s) which are not mentioned in the tender document.

I/We hereby agree for the execution of the work within the specified time as mentioned in the bidding document.

I/We hereby submit that our percentage rate & quoted amount includes all associated costs with the project including any out of pocket / mobilization expenses, any other item(s) which are not mentioned in the tender document, buildings and other construction workers welfare cess, insurance, TDS, taxes, royalties, as applicable as per Government norms, in accordance with Clause 29 of GCC (Section-IV). We shall be reimbursed only the actual amount of GST on submission of proof of deposit of GST. It also includes the cost towards packing, forwarding, insurance, freight and delivery installation, testing and commissioning, etc.

I/we hereby agree that if at any time during the entire period of contract the Employer observes that I/we have not deposited the GST to the Government as per norms, the same shall be deducted from any amount payable to us.

I/We hereby submit that I/We have gone through the Scheduled of Quantities and agree that the rate provided against each item(s) of Scheduled of Quantities are correct and the Employer are not bound to share with us the detail analysis of the rate(s) of items. I/we agree that the payment shall be made as per rate provided in the Schedule of Quantities and actual quantity executed at site as per the direction of Engineer-in-Charge.

I/We agree to keep the bid open for One hundred eighty (180) days from the last date of submission of Bid, including extension, if any.

I/we understand that you are not bound to accept the lowest evaluated Bid or any other bid

that you may receive.

If our Bid is accepted, we commit to submit a Performance Security in accordance with the Bidding Documents.

I/We agree to be bound by this offer if we are the selected Contractor for this project.

For and on behalf of:

Signature:

Name of Authorized Signatory:

Designation:

Annexure 13 - Format for Financial Bid

(To be submitted on GeM portal only)

- a) No conditions should be attached.
- b) In case of difference between the words and figures, words would prevail.
- c) Prices includes all tax/cess (except GST), as applicable and insurance to this contract, etc. GST shall be payable extra as per prevailing rates.
- d) The contractor shall issue Tax Invoices to WAPCOS Limited showing (i) Basic Amount (ii) GST Amount separately and the payment of GST will be made to contractor only after uploading of bill by contractor on GST portal “to avail Input benefit of GST”
- e) “WAPCOS shall be performing all its duties of deducting TDS and other deductions on payments made to contractor as per applicable legislation in force on the date of submission of bid or to be newly/amended introduced during the execution of the contract

We agree to be bound by this offer if we are the selected contractor for this project

Annexure 14 - Undertaking Regarding Blacklisting / Non - Debarment

[To be submitted on Bidder's Letter Head]

To
WAPCOS Limited
.....
.....

This is to certify that we have taken the cognizance of Blacklisting Policy of WAPCOS Ltd. Further, we hereby Confirm and declare that we, M/s _____, is not blacklisted/De-registered/debarred by any Government Department/Public Sector Undertaking /Private Sector/ or any other agency for which we have Executed / Undertaken the works/ Services during the last 5 Years.

Date:

(Signature, name and designation
of the Authorized Signatory)

Place:

Name and seal of Bidder

Annexure 15 - Undertaking of Rule 144 (xi) in General Financial Rules (GFRs) 2017

UNDERTAKING

[Rule 144 (xi) in the General Financial Rules (GFRs), 2017]

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

Date:

Place:

(Signature, name and designation of the Authorized signatory)

Name and seal of Bidder

Section-IV
General Conditions of Contract (GCC)

Section-IV - General Conditions of Contract

A. Definitions

In the Contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -

1. **Applicable Law** means the laws and any other instruments having the force of law in India.
2. **“Employer”** means **WAPCOS Limited** who proposes to get the works executed as mentioned in the Contract on behalf of **Ken Betwa Link Project Authority (KBLPA) under National Water Development Authority (NWDA), Ministry of Jal Shakti, Government of India, New Delhi**
3. **WAPCOS Limited** shall means a company registered under the Indian Company Act 1956, with its registered office at New Delhi or its Administrative officers or its Engineer or other employees authorized to deal with any matter with which these persons are concerned and authorized on its behalf.
4. **“Principal Employer/Owner/Client/Competent Authority”** KBLPA who has appointed WAPCOS Ltd. as Project Management Consultant for the work of “Procurement, Supply & Installation of Furniture etc.” for KBLPA at Jhansi and shall act as an Employer to implement the project.
5. **“Project Management Consultant”** means WAPCOS Limited.
6. **“Project”** means “Procurement, Supply & Installation of Furniture etc.” for KBLPA at Jhansi.
7. **‘Approval’** means approved by WAPCOS Limited on behalf of KBLPA in writing.
8. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the Employer on behalf of the KBLPA and the Contractor/Supplier, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one Contract and shall be complementary to one another.
9. **“Contract Price”** or Contract value means the sum indicated in the Letter of Award for the performance of the Services, in accordance with conditions of the Contract, and includes adjustments in accordance with the Contract.
10. The **“Bidder/Tenderer/Contractor/Supplier”** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company who are participating in Bidding process and will Execute the project after award of the Works as Contractor/Supplier.
11. **Engineer-in-Charge** means the Engineer as may be duly appointed and authorized in

writing by the Employer to act as “Engineer-in-Charge” on its behalf for the purpose of the Contract, to perform the duty set forth in this General Condition of Contracts and other Contract documents.

12. **Estimated Cost** means estimated cost put to tender for inviting Financial Bid from the interested Bidders.
13. **Effective Date** means the date on which this Contract comes into force and effect pursuant.
14. **In writing** means communicated in written form with proof of receipt.
15. **Language** means all documents and correspondence in respect of this Contract shall be in English Language.
16. **Letter of Award (LOA)** shall mean the Employer’s letter or notification conveying his acceptance of the tender subject to such conditions as may have been stated therein.
17. **Month** means English Calendar month ‘Day’ means a Calendar Day of 24 Hrs. each.
18. **“Bid” or “Bids” or “Tender”** shall mean the offer submitted by a Bidder in accordance with this document for the above project.
19. **Schedule of Rate** means Delhi Schedule of Rates.
20. **Works or Work** shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the Contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
21. The words Tenderer, Bidder, Applicant, Contractor, Supplier shall have the same meaning.
22. The words Project Management Consultant, Consultant shall have the same meaning.
23. The words WAPCOS Ltd., WAPCOS Limited, WAPCOS shall have the same meaning.
24. The words Engineer-in-Charge, Engineer shall have the same meaning
25. **Shop Drawings:** Shop drawing are drawings or set of drawings produced by the Contractor, Supplier, Manufacturer, Subcontractor, or Fabricator.
26. The **Sites or Locations** shall mean the land/or other places on, into or through which work is to be executed under the Contract or any adjacent land, path or street through which work is to be executed under the Contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the Contract.
27. The Contractor's Bid is the completed Bidding document submitted by the Bidder to the Employer and includes Technical and Financial bids;
28. A Defect is any part of the Works not completed in accordance with the Contract;
29. The Warranty/Defects Liability Period shall be 12 months and shall commence from the date of issue of the Taking Over Certificate or Completion Certificate whichever is later.
30. **Items** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works
31. **Intended Completion Date** is the date on which it is intended that the Contractor shall complete

the Works. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

32. Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
33. Plant is integral part of the Works, which is to have a mechanical, electrical, electronic or chemical or biological function.
34. Specification means the Specification of the works included in the Contract and any modification or addition made or approved by the Employer.
35. A Sub Contractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
36. Temporary Works are works designed, constructed, installed, and removed by the Contractors, which are needed for construction or installation of the Works;
37. "Permanent Works" means the permanent works to be executed and maintained in accordance with the Contract
38. A Variation or Change in Scope is an instruction given by the Engineer-in-Charge, which varies and change the scope of Works.

B. Interpretation

- I. In interpreting the Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their general meaning under the language of the Contract unless specifically defined. The Employer provides instructions clarifying queries about the Conditions of Contract.
- II. If sectional completion is specified in the Contract, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).
- III. The documents forming the Contract shall be interpreted in the following order of priority:
 - Contract Agreement
 - Letter of Award / notice to proceed with the works
 - Schedule of Quantities
 - Corrigendum/ Addendum
 - General Conditions of Contract
 - Technical Specifications
 - Drawings
 - Indian Standards Specifications of BIS
 - Correspondence with the Bidders (as applicable)
 - Contractor's Financial Bid

C. Discrepancies and Adjustment of Errors

- i) The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale.
- ii) In the case of discrepancy between the schedule of Quantities/Building Components, the Specifications and/ or the Drawings, the following order of preference shall be observed: -
 - a. Description of Schedule of Quantities.
 - b. Particular Specification and Additional Condition, if any.
 - c. Drawings.
 - d. Indian Standard Specifications of B.I.S
- iii) If there are varying or conflicting provisions made in any one document forming part of the Contract, the Engineer-in-Charge shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the Contractor.
- iv) Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the Contract.

D. Sufficiency of Tender

- i) The Contractor shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his Bid for the Works and of the rates and prices stated in the Schedule of Quantities, which Bid rates and prices shall, except in-so far as it is otherwise provided in the Contract, cover all his obligations under the Contract, and all matters and things necessary for the proper execution/completion and maintenance of the works.
- ii) The Contractor shall, subject to the provisions of the Contract, and with due care and diligence, execute and maintain the Works and provide all labour, including the supervision thereof, materials, constructional plant and all other things, whether of a temporary or permanent nature, required in and for such execution and maintenance, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.
- iii) The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of construction, provided that the Contractor shall not be responsible, except as may be expressly provided in the Contract, for the design or specification of the Permanent Works, or for the design or specification of any Temporary Works prepared by the Engineer-in-Charge.
- iv) The Contractor shall promptly inform the Engineer-in-Charge of any error, omission, fault and other defect in the design of or specifications for the Works which are discovered when reviewing the Bidding Documents or in the process of execution of the Works.
- v) All instructions and orders given by the Engineer-in-Charge at Site are to be maintained in the Site Order Book and shall be taken to have been conveyed to the Contractor for his compliance.

- vi) Rectification of defects (if any) in Warranty/Defects Liability Period.
- vii) Clearance of site before Handing over of the facilities after fulfilling all the Obligations as per the Contract

E. Clauses of Contract:

Clause 1: Performance Security

- i) The Contractor shall submit an irrevocable Performance Security of 3% (Three percent) of the tendered amount in addition to other deposits mentioned elsewhere in the Contract for his proper performance of the Contract agreement, (not withstanding and/or without prejudice to any other provisions in the Contract) within period and as per format as well as other conditions as specified in Clause 2.35 of Section-II of volume-I
- ii) The Engineer-in-Charge shall not make a claim under the performance Security except for amounts to which the Employer is entitled under the Contract (not withstanding and/or without prejudice to any other provisions in the Contract agreement) in the event of:
 - (a) Failure by the Contractor to extend the validity of the Performance Security as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Security.
 - (b) Failure by the Contractor to pay Employer any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
- iii) In the event of the Contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the Performance Security shall stand forfeited in full and shall be absolutely at the disposal of the Employer.
- iv) The Performance Security shall be valid until the date of 60 days after issuing of the Taking Over Certificate or Completion Certificate whichever is later. The performance guarantee shall be returned to the Contractor without any interest.

Clause 1A: Recovery of Security Deposit

- i) The Bidder whose tender may be accepted (hereinafter called the Contractor/Supplier) shall permit Employer at the time of making any payment to him for work done under the Contract to deduct a sum at the rate of 5% of the gross amount of each running and final bill.
- ii) The Security Deposit as deducted above shall be released within 60 days of successful completion of 12 months of Warranty/Defect Liability as Certified by the Engineer-in-Charge or till the final bill has been prepared and passed whichever is later.

Clause 2: Compensation for Delay

- 3.1 In the event of failure to installation of the items within the stipulated date/period in accordance with the samples and/or specifications as specified in the contract documents and in the event of breach of any of the terms and conditions mentioned in the contract

document, WAPCOS shall have the right:

- 3.1.1 To recover from the Contractor/Supplier, a sum not less than 1.0% (One percent) of the contract price as aforesaid for each week or part of a week during which the installation of such items may be in arrears, limited to 10% of Contract price. To cancel the supply order or a portion thereof, and if so desired to purchase the items at the risk and cost of the defaulting Supplier.
- 3.1.2 To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed Liquidated Damages.
- 3.1.3 To forfeit the performance security full or in part.

Clause 3: When Contract can be Determined

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the Contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this Contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the Contract in any of the following cases:

- i. If the Contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii. If the Contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- iii. If the Contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer-in-Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the Contractor will be unable to complete the same or does not complete the same within the period specified.
- iv. If the Contractor persistently neglects to carry out his obligations under the Contract and/or commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- v. If the Contractor shall offer or give or agree to give to any person in the Employer's

service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for WAPCOS Limited.

- vi. If the Contractor shall enter into a Contract with the Employer in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.
- vii. If the Contractor had secured the Contract with the Employer as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- viii. If the Contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- ix. If the Contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- x. If the Contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- xi. If the Contractor assigns, transfers, sublets (engagement of labour on a piece- work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge.

When the Contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Employer shall have powers:

- a) To determine the Contract as aforesaid (of which termination notice in writing to the Contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Security Deposit already recovered and Performance Security under the Contract shall be liable to be forfeited and shall be absolutely at the disposal of the Employer.
- b) After giving notice to the Contractor to measure up the work of the Contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another Contractor to complete the work. The Contractor, whose Contract is determined as

above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Engineer-in-Charge, the Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the Contract. And in case action is taken under any of the provision aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this Contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Note:

Actions under Clause 2 and 3 are independent.

The compensation under Clause 2 is for loss caused due to delay in performance, whereas, the compensation under Clause 3 is for consequential losses due to non-performance of the Contract. Hence, the Employer is entitled to compensation under Clause 3 and Clause 2 independently. Hence, the Employer is empowered to take action under Clause 2 for levy of compensation depending on liability of Contractor under Clause 2 based on the delay at the stage of Clause 3 action, before determination.

Clause 4: Contractor Liable to Pay Compensation Even if Action not Taken under Clause 3

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause 3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor and the liability of the Contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the Contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the Contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the Contractor, or procured by the Contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the Contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the Contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the Contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Contractor.

Clause 5: Time and Extension for Delay

The time allowed for execution of the Works as specified in the Contract or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in Contract. If the Contractor commits default in commencing the execution of the work as aforesaid, the Employer shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Performance Security absolutely.

5.1 As soon as possible but within 7 (seven) days from the date of commencement of work, the Contractor shall submit a Time and Progress Chart for each milestone and get it approved by the Engineer-in-Charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Employer and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the Contractor shall in all cases in which the time allowed for any work, exceeds 15 days (save for special jobs for which a separate programme has been agreed upon) complete the work as per scheduled date of completion.

In case of non-submission of construction programme by the Contractor, the program approved by the Engineer-in-Charge shall be deemed to be final.

The approval by the Engineer-in-Charge of such programme shall not relieve the Contractor of any of the obligations under the contract.

- (i) If at any time, it appears to the Engineer-in-Charge that the actual progress of work does not conform to the approved programme referred above or after rescheduling of milestones, 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.
- (ii) The submission for approval by the Engineer-in-Charge of such programme or such particulars shall not relieve the Contractor of any of the 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.

The Contractor shall furnish to the Engineer-in-Charge progress report in triplicate on 5th & 20th day of every month also indicating the following:

Sl. No.	Item of work	Scheduled progress for the month	Actual short- fall if any	Reasons for short- fall	Steps taken to make-up the short-fall

The Contractor shall employ sufficient number of skilled and unskilled labour required for the work for maintaining the progress of work as stipulated in the Time schedule. The trade-wise labour strength should be intimated to the Engineer-in-Charge in writing. The skilled labour shall be increased if required by Engineer-in-Charge to maintain progress of the work. However, no additional payment shall be made for the same.

5.2 If the work(s) be delayed by:-

- (i) Force majeure, or
- (ii) Abnormally bad weather, or
- (iii) Serious loss or damage by fire, or
- (iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) Delay on the part of other Contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- (vi) Non-availability or break down of tools and Plant to be supplied or any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.

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

The Contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub-clause 5.2.

- 5.3** In case the work is hindered by the Employer or for any reason / event, for which the Employer is responsible, the Engineer-in-Charge, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub-clause and sub-clause 5.2 to the extent the delay is covered under sub-clause 5.2 the Contractor shall be entitled to only extension of time and no compensation/damages.

- 5.4** Request for rescheduling of Milestones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form to the Engineer-in-Charge. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired. With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the Contractor shall

produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the work. An amount as deemed appropriate by the Engineer-in-Charge shall be deducted on per day basis in case of delay in submission of the revised programme.

5.4.1 In any such case the Engineer-in-Charge may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. Engineer-in-Charge shall finalize/ reschedule a particular mile stone before taking an action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 21 days of the date of receipt of such request from the Contractor in prescribed form. In event of non-application by the Contractor for extension of time Engineer-in-Charge after affording opportunity to the Contractor, may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.

5.5 In case the work is delayed by any reasons, in the opinion of the Engineer-in-Charge, by the Contractor for reasons beyond the events mentioned in sub clause 5.2 or sub clause 5.3 or sub clause 5.4 and beyond the justified extended date; without prejudice to right to take action under Clause 3, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The Contractor shall be liable for levy of compensation for delay for such extension of time.

Clause 6: Measurements of Work Done

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

Clause 7: Payment on Intermediate Certificate to be regarded as Advances

The interim or running account bill shall be submitted by the Contractor for work executed on the basis of recorded measurements on the format of the Employer in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. Contractor shall submit the bill with all requisite certificates/ documents. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken where necessary, the requisite measurement of the work within 15 working days. Observations if any shall be conveyed by the Engineer-in-Charge to the Contractor within 25 working days. Contractor shall resubmit the bill after compliance of observations. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment at such rates as decided by Engineer-in-Charge. The amount shall be paid by 30 working days after the day of presentation of the corrected bill by the Contractor to the Engineer-in-Charge or his representative, subject to fulfillment of clause 37 of this section. Any delay in release of payment by Employer shall not entitle the Contractor to any compensation / interest from Employer.

All such interim payments shall be regarded as payment by way of advances against final payment

only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the Contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the Contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the Employer to take action under the terms of this Contract for delay in the completion of work, if the extension of date of completion is not granted by the Competent Authority.

It is clearly agreed and understood by the Contractor that notwithstanding anything to the contrary that may be stated in the agreement between Employer and the Contractor; the Contractor shall become entitled to payment only after Employer has received the corresponding payment(s) from the Owner for the work done by the Contractor. Any delay in the release of payment by the Owner to Employer leading to a delay in the release the corresponding payment by Employer to the Contractor shall not entitle the Contractor to any compensation/interest from Employer.

All payments shall be released by way of e-transfer through RTGS in India directly at their Bank account by Employer.

PAYMENT TERMS

The main scope of work for each item shall be governed by “Bill of Quantity” and all payments shall be made accordingly to following guidelines.

On receipt and delivery of items at KBLPA, Jhansi and verification of same by WAPCOS	60% of cost of the items in consideration, as mentioned in Schedule of Quantities
On Successful satisfactory Installation of items and verification of same by WAPCOS/KBLPA	20% of cost of the items in consideration, as mentioned in Schedule of Quantities
On overall Completion or handing over of the items to the Employer/Owner, whichever is later	Balance payment will be made after supply & installation of furniture complete in all respect after submission of final bill/invoices duly signed and verified by the Engineer In-charge of WAPCOS at site and receipt of the corresponding payment from KBLPA.

- If the firm didn't deliver the furniture within the stipulated time, WAPCOS reserves the right to

forfeit the Bank Guarantee or charge 10% of interest per annum on advance released.

- The Warranty certificate for above furniture to be submitted to Engineer-in-charge WAPCOS having one (1) year onsite warranty starting from the date of installation of furniture.
- The payment will be made according to the actual executed / installed quantities by the Bidder/Agency in respect of Bill of Quantities. The actual executed / installed quantities will be assessed after the joint verification / measurement with Engineer-in-Charge of WAPCOS.

Clause 8: Payment of Final Bill

The final bill shall be submitted by the Contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in- Charge whichever is earlier. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will be made within six months, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized representative.

The "As Built" Drawings and completion report shall be submitted by the Contractor within 30 days from the date of completion works

Clause 9: Works to be executed in Accordance with Specifications, Drawings, and Orders etc.

The Contractor shall execute the work as per the sequence submitted by Contractor and approved by Engineer-in-Charge from time to time so that all other items of the work to be executed by other agencies are completed progressively along with the main work.

The Contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The Contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the Contractor shall be furnished free of charge one copy of the Contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the Contract.

The Contractor shall comply with the provisions of the Contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the Contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

Clause 10: Deviations/ Variations: Extent

10.1 The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, (ii) increase or decrease the quantity of any work included in the Contract, (iii) change the character or quality or kind of any such work, (iv) change any specified sequence, or timing of construction of any part of the Works and (v) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the Contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions, etc. shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work.

No such variations shall in any way vitiate or invalidate the Contract, but the effect if any, of all such variations shall be valued in accordance with Clause – 10A.

Provided that where the issue of an instruction to vary the Works is necessitated by some default of or breach of Contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor.

10.2 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the Contractor, as follows;

- i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
- ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

10.3 The unit rate mentioned in Schedule of Quantities (SoQ) for the individual items shall apply for the quantities mentioned in Schedule of Quantities plus hundred percent (100%) of SoQ

When such deviations exceed the above limit then the rates for such variations and the altered, additional and substituted item shall be determined in accordance with procedure indicated under clause-10A of Section-IV.

10.4 Any operation incidental to, or necessary for proper execution of the item included in the Schedule of quantities or in the Schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the Tenderer or the rate given in the said Schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

Clause 10A: Payments for Change of Scope (Variations):

The rates for extra / additional, substituted items and deviated items of Work as are required to be executed due to variations, as stated in Clause-10 above shall be payable in the manner as stated hereunder:

10A.1 In the case of extra item(s) (items that are completely new) deviated item(s) beyond the specified limit as mentioned in Clause 10.3 above, the Contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, which shall include invoices, vouchers etc. from Manufacturer's specification for the work failing which the rates approved by Engineer-in-Charge shall be binding and the Engineer-in-Charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the Contractor, determine the rates on the basis of the market rates and the Contractor shall be paid in accordance with the rates so determined. Market Rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the time of commencement of execution of the item, where the work is to be executed, plus 15% percentage towards all overheads and profits.

Under no circumstances the Contractor shall at any stage, suspend the work on account of non-settlement on rates of such deviated, altered, additional or substituted items.

Clause 11: Foreclosure of Contract due to Abandonment or Reduction in Scope of Work

If at any time after acceptance of the tender, Engineer-in-Charge shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor and the Contractor shall act accordingly in the matter. The Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The Contractor shall be paid at Contract rates, full amount for works executed at site and the material provided at site. The Employer shall have the option to take over Contractor's materials or any part thereof either brought to site or of which the Contractor is legally bound to accept delivery from Suppliers (for incorporation in or incidental to the work). For materials taken over or to be taken over by the Employer, cost of such materials as detailed by Engineer-in-Charge shall be paid.

The Contractor shall, if required by the Engineer-in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

In the event of action being taken under Clause 11 to reduce the scope of work, the Contractor may furnish fresh Performance Security on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 60 days beyond

that. Wherever such a fresh Performance Security is furnished by the Contractor the Engineer-in-Charge may return the previous Performance Security.

Clause 12: Carrying out Part Work at Risk & Cost of Contractor

If Contractor:

(i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Engineer-in-Charge; or

(ii) Commits default in complying with any of the terms and conditions of the Contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or

Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge. The Engineer-in-Charge without invoking action under clause 3 of GCC may, without prejudice to any other right or remedy against the Contractor which have either accrued or accrue thereafter to the Employer, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:

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

(b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the Contractor.

The Engineer-in-Charge shall determine the amount, if any, is recoverable from the Contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the Contractor, the liability of Contractor on account of loss or damage suffered by the Employer because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the Contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original Contractor under the terms of his Contract, the value of Contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the Contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the Contractor provided always that action under this clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the Employer are less than the amount payable to the Contractor at his agreement rates, the difference shall not be payable to the Contractor.

Any excess expenditure incurred or to be incurred by the Employer in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by the Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to the Employer in law or per as agreement be recovered from any money due to the Contractor on any account, and if such money is

insufficient, the Contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the Contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the Contractors' unused materials, implements, etc. and adjust the proceeds of sale thereof towards the dues recoverable from the Contractor under the Contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the Contract.

In the event of above course being adopted by the Engineer-in-Charge, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the Contract.

Clause 13: Suspension of Work

- i. The Contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the Contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
 - a) on account of any default on the part of the Contractor or;
 - b) for proper execution of the works or part thereof for reasons other than the default of the Contractor; or
 - c) For safety of the works or part thereof.

The Contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

- ii. If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
 - a) the Contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the Contract and of which the suspended work forms a part, and;
- iii. If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub para (i) above, the Contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the Contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by the Employer or where it affects whole of the works, as an abandonment of the works by the Employer, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the Contractor treating the suspension as an abandonment of the Contract by the Employer, he shall have no claim to payment of any compensation on account of

any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the Contractor provided the Contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 2 months.

Clause 14: Action in case Work not done as per Specifications

All works under or in course of execution or executed in pursuance of the Contract, shall at all times be open and accessible to the inspection and supervision of the Client, Engineer-in-Charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Employer or any organization engaged by the Employer for Quality Assurance and of the Chief Technical Examiner's Office, and the Contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the Contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

If it shall appear to the Engineer-in-Charge or his authorized subordinates in charge of the work of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Employer for Quality Assurance, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the Contract, the Contractor shall, on demand in writing which shall be made within the specified time given by the Engineer-in-Charge, notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the Contractor shall be liable to pay compensation at the same rate as under Clause 2 of GCC (for non-completion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the Contract but may accept such items at reduced rates as the authority specified in Contract may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the Contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the Contractor.

Clause 15: Contractor Liable for Damages, Defects During Warranty/Defect Liability Period

The Warranty/Defect Liability Period shall be 12 (Twelve) months.

The Warranty/Defect Liability Period shall commence from the date of issue of the Taking Over Certificate or Completion Certificate whichever is later. The Warranty period shall be provided as per the manufacturer norms or 12 months whichever is more. When the item is under Warranty/Defect Liability Period, it shall be the sole responsibility of the Contractor/Supplier to rectify defect of item, spare parts, replacement items as deemed necessary by the Employer/Owner and install the same without any cost implications to Employer/ Owner.

If the Contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within 12 months after a certificate, final or otherwise of its completion, shall have been given by the Engineer-in-Charge as aforesaid arising out of defective or improper materials or workmanship, the Contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense, or in default, the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due, or at any time thereafter may become due to the Contractor, or from his Security Deposit, or the proceed of sale thereof or of a sufficient portion thereof.

The Security Deposit of the Contractor shall be refunded in accordance with Clause 1A (ii) of GCC.

Clause 16: Contractor Supply Tools & Plants Etc.

The Contractor shall provide at his own cost all materials, machinery, tools & plants as specified in Contract. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the Contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The Contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the Contractor and the expenses may be deducted, from any money due to the Contractor, under this Contract or otherwise and/or from his Security Deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

Clause 16A: Recovery of Compensation Paid to Workmen

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, the Employer is obliged to pay compensation to a workman employed by the Contractor, in execution of the works, the Employer will recover from the Contractor, the amount of the compensation so paid; and, without prejudice to the rights of the Employer under sub-section (2) of Section 12, of the said Act, the Employer shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the Employer to the Contractor whether under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the Contractor and upon his giving to the Employer full security for all costs for which the Employer might become liable in consequence of contesting such claim.

Clause 16B: Ensuring Payment and Amenities to Workers, if Contractor Fails

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, the Employer is obliged to pay any amounts of wages to a workman employed by the Contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Contractor, the Employer will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Employer under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, the Employer shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the Employer to the Contractor whether under this Contract or otherwise the Employer shall not be bound to contest any claim made against in under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the Contractor and upon his giving to the Employer full security for all costs for which the Employer might become liable in contesting such claim.

Clause 17: Labour Laws to be complied by Contractor

The Contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The Contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The Contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfill these requirements shall attract the penal provisions of this Contract arising

out of the resultant non-execution of the work.

Clause 17A

No labour below the age of fourteen years shall be employed on the work.

Clause 17B: Payment of Wages

- i. The Contractor shall pay to labour employed by him either directly or through Subcontractors, wages not less than fair wages as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- ii. The Contractor shall, notwithstanding the provisions of any Contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his Subcontractors in connection with the said work, as if the labour had been immediately employed by him.
- iii. In respect of all labour directly or indirectly employed in the works for performance of the Contractor's part of this Contract, the Contractor shall comply with or cause to be complied with the Contractor's Labour Regulations made by the Employer from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- iv. The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the Contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the Contract or non-observance of the Regulations.
- v. Under the provision of Minimum Wages (Central) Rules, 1950, the Contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the Contractor by the Engineer-in-Charge concerned.
- vi. The Contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, Employees Provident Fund & miscellaneous provisions act 1952, Employees state insurance act 1948 or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.
- vii. The Contractor shall indemnify and keep indemnified the Employer against payments to be made under and for the observance of the laws aforesaid without prejudice to his right to claim

indemnity from his sub- Contractors.

- viii. The laws aforesaid shall be deemed to be a part of this Contract and any breach thereof shall be deemed to be a breach of this Contract.
- ix. Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the Contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise. The Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

Clause 17C: Safety Provisions for Labour and Penalty on Default

In respect of all labour directly or indirectly employed in the work for the performance of the Contractor's part of this Contract, the Contractor shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the Contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition, the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the Contractor.

Clause 17 D: Submission of Labour Chart by every fortnight

The Contractor shall submit by the 5th and 20th of every month, to the Engineer-in-Charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively: -

- (1) The number of labourers employed by him on the work,
- (2) Their working hours,
- (3) The wages paid to them,
- (4) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (5) The number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them. Failing which the Contractor shall be liable to pay the Employer, a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge shall be final in deducting from any bill due to the Contractor; the amount levied as fine and be binding on the Contractor.

Clause 17 E: Health and Sanitary Arrangements for workers

In respect of all labour directly or indirectly employed in the works for the performance of the Contractor's part of this Contract, the Contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary

arrangements for workers employed by the Employer and its Contractors.

Clause 17 F: Maternity Benefit rules:

Leave and pay during leave shall be regulated as follows: -

1. Leave:

- (i) In the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,
- (ii) In the case of miscarriage - upto 3 weeks from the date of miscarriage.

2. Pay:

- (i) In the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined.
- (ii) In the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

3. Conditions for the grant of Maternity Leave:

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

- 4. The Contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix -I and II, and the same shall be kept at the place of work.

Clause 17 G: Penalty for Non-Compliance for Labour Regulation

In the event of the Contractor(s) committing a default or breach of any of the provisions of the Employer, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and' Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the Contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the Contractor(s) is/are not properly observing and complying with the provisions of the C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary

arrangements for work-people employed by the Contractor(s) (hereinafter referred as “the said Rules”) the Engineer-in-Charge shall have power to give notice in writing to the Contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the Contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the Contractor(s). The Contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the Contractor(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the Contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the Contractor(s).

Clause 17H: Providing Hutments, W/S, S/I, Drainage, Sanitations etc. for workers

The Contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-Charge.

(i)

(a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sq.ft.) for each member of the worker’s family staying with the labourer.

(b) The Contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6’x5’) adjacent to the hut for each family.

(c) The Contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.

(d) The Contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

(ii)

(a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be kutcha but plastered with mud gobri and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the

Engineer-in-Charge and the Contractor shall ensure that throughout the period of their occupation, the roofs remain water-tight.

(b) The Contractor(s) shall provide each hut with proper ventilation.

(c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.

(d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.

(iii) **Water Supply** - The Contractor(s) shall provide adequate supply of water for the use of labourers.

The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The Contractor(s) shall also at his/ their own cost make arrangements for laying pipe lines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.

(iv) The site selected for the camp shall be high ground, removed from jungle.

(v) **Disposal of Excreta** - The Contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the Contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the Contractor and paid direct by him to the Municipality/authority. The Contractor shall provide one sweeper for every eight seats in case of dry system.

(vi) **Drainage** - The Contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.

(vii) The Contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.

(viii) **Sanitation** - The Contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

Clause 17I: Removal of incompetent Workers

The Engineer-in-Charge may require the Contractor to dismiss or remove from the site of the work any person or persons in the Contractors' employ upon the work who may be

incompetent or misconduct himself and the Contractor shall forthwith comply with such requirements.

In respect of maintenance/repair or renovation works etc. Where the labour have an easy access to the individual houses, the Contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. The Engineer-in-Charge will display a list of Contractors working in the colony/Blocks on the notice board in the colony and also at the service centre, to apprise the residents about the same.

Clause 17J: No part of building to be occupied- action on breach thereof

It shall be the responsibility of the Contractor to see that the building under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy up to 5% of tendered value of work may be imposed by the Employer whose decision shall be final both with regard to the justification and quantum and be binding on the Contractor.

However, the Employer, through a notice, may require the Contractor to remove the illegal occupation any time on or before construction and delivery.

Clause 17K: Employment of Skilled/Semi-Skilled Workers

The Contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The Contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the Contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of Contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by Contractor at the rate of Rs. 600 per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.

For work costing more than Rs. 10 Crores, and upto Rs. 50 Crores, the Contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 20% of the unskilled workers engaged in the project in co-ordination with the Employer & National Skill

Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen. For works costing more than Rs. 50 Crores, the Contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled worker engaged in the project in co-ordination with the Employer & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen. The cost of such training as stated above shall be borne by the Government. The necessary space and workers shall be provided by the Contractor and no claim what so ever shall be entertained.

Clause 18: Minimum Wages act to be complied with

The Contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting Contract labour that may be brought into force from time to time.

Clause 19: Work not to be Sublet/Action in Case of Insolvency

The Contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge. And if the Contractor shall assign or sublet his Contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the Contractor, or any of his servants or agent to any public officer or person in the employ of WAPCOS Limited in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the Contract, the Engineer-in-Charge on behalf of the Employer shall have power to adopt the course specified in Clause 3 of GCC hereof in the interest of the Employer and in the event of such course being adopted, the consequences specified in the said Clause 3 of GCC shall ensue.

The Contractor may sub-Contract any portion of specialised work only, with the approval of the Engineer-in-Charge. Sub-contracting does not alter the Contractor's obligations. The sub-contracting Contractor shall be of repute.

Clause 20: Sums payable by way of compensations

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Employer without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Clause 21: Changes in Firm's Constitution to be intimated

Where the Contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement

where under the partnership firm would have the right to carry out the works hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the Contract shall be deemed to have been assigned in contravention of Clause 19 of GCC and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 19 of GCC.

Clause 22: Works to be Under Directions of Engineer-in-Charge

All works to be executed under the Contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

The Engineer-in- Charge may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

Clause 22A: Life Cycle Cost

The Contractor shall be responsible for safety, quality and soundness of the buildings including structural elements beyond maintenance period. The Contractor shall have obligation to rectify such defects minimum up to 5 (five) years from the date of completion of work. The defects have to be rectified within a reasonable time not exceeding forty-five days after issue of notice by Engineer-in-Charge. If Contractor does not take corrective action within 45 days, then action for debarring of the agency shall be taken by the appropriate authority.

Clause 23: Settlement of Disputes & Arbitration Amicable Resolution and Mediation

23.1 Settlement of Disputes

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- i) If the Contractor considers any work demanded of him to be outside the requirements of the Contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the Contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request Engineer-in-Charge in writing for written instruction or decision. Thereupon, the Engineer-in-Charge shall give his written instructions or decision within a period of one month from the receipt of the Contractor's letter.

- ii) In case the Contractor is not satisfied with the decision of Engineer-in-Charge, he may proceed for arbitration as detailed in Clause 23.2 hereinafter.
- iii) It is a term of Contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.
- iv) Performance of this Agreement/ Contract shall continue during arbitration proceedings or any other dispute resolution mechanism pursuant to Clause 23.2. No payment due or payable by the Employer shall be withheld on account of pending reference to the arbitration or other dispute resolution mechanism except to the extent that such payment of dispute.

23.2 Arbitration

Any dispute, controversy of claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled through following mechanism:

- a. Firstly, the aggrieved party shall write a letter to the other party detailing its grievances and calling upon the other party to amicably resolve the dispute by convening a joint meeting. Accordingly, the parties as per their convenience shall jointly convene the said meeting(s), wherein minutes of the said meeting(s) shall be prepared and countersigned by all the parties. It is mandatory to prepare minutes of meeting(s) and to be countersigned by all the parties, irrespective of the outcome of the said meeting(s).
- b. In the event the parties are unable to reach on any settlement in the said meeting(s), then the aggrieved party shall mandatorily resort to pre-litigation mediation mechanism with Delhi High Court Mediation Cell, New Delhi.
- c. It is only upon failure of the pre-litigation mediation mechanism with Delhi High Court Mediation Cell, then the aggrieved party shall resort to resolution of disputes through arbitration of a Sole Arbitrator. The appointing authority of Sole Arbitrator is CMD, WAPCOS Limited, to which neither of the parties have any objection nor they shall ever object.
- d. Subject to the parties agreeing otherwise, the Arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (amended as on date).
- e. It is also acknowledged and accepted that the Employer is only working as intermediary between the Contractor/Supplier and the Principal Employer/Owner/Client, thus in the event, any dispute arises under the present agreement and referred to Arbitration for adjudication, then subject to corresponding clause in the Contract between Principal Employer/Owner/Client & the Employer, Principal Employer/Owner/Client shall also be made party to the said Arbitration proceedings. Also, the award including costs if any passed against the Employer and costs incurred in the proceedings shall be the sole responsibility of Principal Employer/Owner/Client. The said clause if found inapplicable, even then the other terms of the Arbitration Clause shall survive and shall be acted upon.

- f. The place/seat of arbitration shall be Delhi and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Delhi. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian Law. The award of the arbitrator shall be final and conclusive and binding upon the Parties.
- g. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of India and the Parties submit to sole & exclusive jurisdiction of courts at Delhi.”

23.3 English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

23.4 Performance during Arbitration

Pending the submission of and/or decision on a Dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under the Contract without prejudice to a final adjustment in accordance with such award.

23.5 No arbitration for decision on sub-standard work

The decision of Engineer-in-Charge regarding the quantum or reduction as well as justification thereof in respect of payment for sub-standard work which may be decided to be accepted will be final and would not be open to arbitration.

Clause 24: Contractor Indemnify Employer against Patent Rights

The Contractor shall fully indemnify and keep indemnified the Employer against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the Contract. In the event of any claims made under or action brought against Employer in respect of any such matters as aforesaid, the Contractor shall be immediately notified thereof and the Contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the Contractor shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

Clause 25: Action where no Specifications are specified

In the case of any class of work for which there is no such specifications as referred to in Clause

9 of GCC, such work shall be carried out in accordance with Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards specifications then the work shall be carried out as per Manufacturers' specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

Clause 26: Withholding and Lien in Respect of Sum Due from Contractor

i) Whenever any claim or claims for payment of a sum of money arises out of or under the Contract or against the Contractor, the Engineer-in-Charge or the Employer shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the Contractor and for the purpose aforesaid, the Engineer-in-Charge or the Employer shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Engineer-in-Charge or the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the Contractor under the same Contract or any other Contract with the Engineer-in-Charge of the Employer or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.

It is an agreed term of the Contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or Employer will be kept withheld or retained as such by the Engineer-in-Charge or the Employer till the claim arising out of or under the Contract is determined by the arbitrator (if the Contract is governed by the arbitration clause) by the competent Employer case may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the Contractor. For the purpose of this clause, where the Contractor is a partnership firm or a limited company, the Engineer-in-Charge or the Employer shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

ii) Employer shall have the right to cause an audit and technical examination of the works and the final bills of the Contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the Contractor under the Contract or any work claimed to have been done by him under the Contract and found not to have been executed, the Contractor shall be liable to refund the amount of over-payment and it shall be lawful for Employer to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the Contractor was paid less than what was due to him under the Contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Employer to the Contractor, without any

interest thereon whatsoever.

Provided that the Employer shall not be entitled to recover any sum overpaid, nor the Contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Employer on the one hand and the Contractor on the other under any term of the Contract permitting payment for work after assessment by Employer.

Clause 27: Lien in Respect of Claims in Other Contracts

Any sum of money due and payable to the Contractor (including the Security Deposit returnable to him) under the Contract may be withheld or retained by way of lien by the Engineer-in-Charge or the Employer or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or the Employer or such other person or persons in respect of payment of a sum of money arising out of or under any other Contract made by the Contractor with the Engineer-in-Charge or the Employer or with such other person or persons.

It is an agreed term of the Contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the Employer will be kept withheld or retained as such by the Engineer-in-Charge or the Employer or till his claim arising out of the same Contract or any other Contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

Clause 28: Electricity / Water for Works

The Contractor(s) shall make his/their own arrangements for Electricity / water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions:

- (i) That the water used by the Contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.
- (ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of Contractor(s) if the arrangements made by the Contractor(s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.

Clause 29: Levy / Taxes Payable by Contractor

- (i) The Contract price is inclusive of Goods and Service Tax (GST) and any other taxes, levies, royalties together with all general risks, liabilities and obligations set out or implied in the Contract, applicable Labour Cess, cost of insurance to this Contract, all applicable tax liabilities, Income Tax & Surcharges, etc. However, only the payment of GST shall be reimbursed by the Employer to the Contractor as per procedure laid down in sub-clause (ii) of this clause.
- (ii) The Contractor shall issue Tax Invoices to Employer showing (i) Basic Amount (ii) GST Amount separately for each running account bill including final bill and the payment of

GST amount shall be reimbursed to the Contractor only after uploading of GST amount by Contractor on GST portal to avail input benefit of GST by Employer.

- (iii) Notwithstanding anything contained in clause 29 (i & ii), the Contractor shall ensure payment of appropriate tax on the supplies made under the Contract. The Contractor shall comply with all applicable provision of Goods and Service Tax (GST) levied by Union Government and State Governments. The Contractor shall get himself registered and discharge his obligations for payment of taxes, filing of returns etc. under the appropriate provisions of law in respect of all the taxes, duties, levies, cess, etc. The Employer would have right to seek necessary evidence that the Contractor is registered under the law and duly discharging its obligations under the tax law, enabling the Employer to avail input tax credit.
- (iv) In case any law requires the Employer to pay tax on the Contract price on reverse charge basis, the amount of tax deposited by Employer would be considered as paid to the Contractor and, accordingly, the price payable to the Contractor would stand reduced to that extent.
- (v) In case the Contractor does not deposit the tax payable on execution of the Contract, or has not provided the tax invoice to Employer showing the amount of tax, or has not uploaded the document in computerized tax network as per prevailing law, leading to non-availability of inputs credit of the tax to Employer, the amount equivalent to such tax shall be deducted from the any amount payable to Contractor.
- (vi) The Employer shall deduct royalty charges from each running account bill including final bill of Contractor as per the rules of State Government at rates prevailing at the time of execution and deposit the same to the Government. The royalty charges shall be applicable for the material i.e. red bajri, stone, kankar, sand, moorum, etc. or any other materials as per the rules of State government. The Contractor shall obtain necessary permit from local authorities, if required.

If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Employer and does not any time become payable by the Contractor to the State Government, Local authorities in respect of any material used by the Contractor in the works, then in such a case, it shall be lawful to the Employer and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the Contractor.

Clause 30: Conditions for Reimbursement of Levy/Taxes if Levied after Receipt of Tenders:

- (i) All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, if any further new tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the Contractor thereupon necessarily and properly pays such taxes/levies/cess, the Contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Employer attributable to delay in execution of work within the control of the Contractor.

However, effect of variation in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.

Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the Contractor only if the Contractor necessarily and properly pays such increased amount of taxes/levies/cess.

Provided further that such increase including GST shall not be made in the extended period of contract for which the Contractor alone is responsible for delay as determined by authority for extension of time under provision of contract.

- (ii) The Contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Employer and/or the Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
- (iii) The Contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

Clause 31: Apprentices act Provisions to be complied with

The Contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the Contract and the Employer may, in his discretion, cancel the Contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Clause 32: Employer's Financial Arrangements

“The Contractor acknowledges that under the present Contract agreement, the Employer is only working as intermediary between KBLPA being Principal Employer/Owner/Client and Contractor. Thus, the Contractor unconditionally acknowledge that the payments under the present Contract shall be made proportionately by the Employer only on back-to-back basis i.e., after 21 days subject to receipt of payment KBLPA being Principal Employer/Owner/Client. The Contractor also unconditionally agree that in the event the payment or part thereof, under the present Contract is not received from KBLPA, then WAPCOS and/or any of its Employee/Officer shall not be responsible to pay any amount to Contractor. The said condition shall supersede any and all other conditions of Contract/Agreement/Work Order/Arrangement between the parties.”

Clause 33: Early Warning

33.1 The Contractor is to intimate the Engineer-in-Charge at the earliest opportunity of specific likely future events or circumstances that may adversely affect the work resulting delay in the execution. The Engineer-in-Charge may require the Contractor to provide an estimate of the

expected effect of the future event or circumstance on the Completion Date direct them to take suitable action to avoid such delay or get suitable extension to completion date.

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

Clause 34: Identifying Defects

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

Clause 35: Correction of Defects

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

35.2 Every time notice of a Defect is given; the Contractor shall correct the notified Defect within the time specified by the Engineer-in-Charge's notice. However, no payment shall be released for the defective work.

Clause 36: Uncorrected Defects

If the Contractor shall fail correct a Defect within the time specified by the Engineer-in-Charge, the Employer shall be entitled to employ and pay other persons to carry out the same and if such work is the work which, in the opinion of the Engineer-in-Charge, the Contractor was liable to do at his own expense under the Contract, then all expenses consequent there on or incidental thereto shall be recoverable from the Contractor by the Engineer-in-Charge from any money due or which may become due to the Contractor.

Clause 37: Payment Certificates

37.1 The Contractor shall submit to the Engineer-in-Charge statements of the value of the work completed.

37.2 The Engineer-in-Charge shall check the Contractor's statement as per Clause 7 of GCC and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in contract documents.

37.3 The value of work executed shall include the valuation of Change in Scope (Variation), if any.

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

Clause 38: Time Compensation Events

38.1 The following are Time Compensation Events unless they are caused by the Contractors:

38.2 The Employer does not give access to the site or a part of the Site. If any Event would prevent the work being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Contractor will react competently and promptly to the event and shall submit information demonstrating the effect of the Event and the required extended time period for completion.

38.3 The Engineer-in-Charge shall examine the information furnished by the Contractor and shall recommend to the Employer by how much time the Intended Completion Date shall be extended. The Employer shall decide/ sanction the required extension of time due to such event. However, no payment/compensation will be given to the Contractor due to such extensions of time.

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

Clause 39: Termination

39.1 The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.

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

- The Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer-in-Charge;
- The Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- The Engineer-in-Charge gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer-in-Charge;
- The Contractor does not maintain a secrecy which is required;
- The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract; and
- If the Contractors, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

39.3 For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive

the Borrower of the benefits of free and open competition."

39.4 When either party to the Contract gives notice of a breach of Contract to the Engineer-in-Charge for a cause other than those listed under Sub Clause 44.2 in above, the Engineer-in-Charge shall decide whether the breach is fundamental or not.

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

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

Clause 40: Payment upon Termination

40.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractors, the Engineer-in-Charge shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractors, the difference shall be a debt payable to the Employer.

40.2 If the Contract is terminated at the Employer's convenience, the Engineer-in-Charge shall issue a certificate for the value of the work done, less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract and less taxes due to be deducted at source as per applicable law. No payment shall be made for expenditure towards removal of Items, repatriation of the Contractor's personnel employed solely on the Works and the Contractor's costs of protecting and securing the Works.

40.3 All materials on the Site, Plant, Items, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of the Contractor's fundamental breach of Contract.

Clause 41: Release from Performance

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

Clause 42: Other Conditions

1. The Contractor shall make his own arrangements for obtaining electric connection and water Connection/arrangement (if required). The water charges and electricity charges as charged by the Owner and Local Authorities shall be borne by the Contractor. No dispute in this regard shall be entertained.

2. The Contractor shall dispose of all the dismantled materials, debris, and garbage waste outside of the campus of the works at his own cost and provide clear and clean site at the time

of handing over the works

3. Handing Over of the Project: Firm will hand over the project to Owner /Client after successful completion of each component of the project in all respect and complete satisfaction of Engineer-In-charge. The partial handing over of furniture shall not be considered. Firm shall also provide necessary Certificate/NOC/Warranty required before handing over the project to the client. The warranty period will be one year from the date of last invoice.

4. No damage to the existing structure shall be allowed, so firm has to execute the work accordingly.

5. The firm shall invariably repair/replace the items which defective are as per direction of Engineer-in-charge. The firm shall proceed with further arrangement of furniture in the buildings and provide necessary workmen for shifting /relocating if required as per instructions Engineer-in-charge during the installation. No extra claim whatsoever beyond the payments due at agreement rates will be entertained from the firm on this account.

6. The firm shall get the furniture tested if required to the satisfaction of Engineer-in-charge & KBLPA.

7. The material used shall conform to the quality and as per Specification provided under "Bill of Quantities".

8. It must be ensured that all materials to be used in work bear BIS certification mark. In cases where BIS certification system is available for a particular material/product but not even a single producer has so far approached BIS for certification the material can be used subject to the condition that it should confirm to desired specification and relevant BIS codes. In such case written approval/consent of the Engineer-In-Charge may be obtained before use of such material in the work.

9. If the work is carried out in more than one shift or during night, no claim on this account shall be entertained. The firm has to take permission from the police & local authorities etc. if required for work during night hours. No claim / hindrance on this account shall be considered if work is not allowed during night time.

10. Once the work is completed and the firm shall be responsible to attend defect pointed out by WAPCOS and then hand over the furniture to the client.

11. Firm should hand over the warranty certificate to WAPCOS. The warranty should start from the date of last invoice till one (1) year with onsite assistance as and when required.

12. Firm shall not divert any advance payments or part thereof for any work other than that needed for completion of the contracted work. All advance payments received as per terms of the contract are required to be invested in the contracted work to ensure advance availability of resources in terms of materials, labour needed for required pace of progress for timely completion of the work.

13. Preference to Make in India

The bidder at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement of the tender. They shall also give details of the location(s) at which the local value addition is made.

In cases of procurement for a value in excess of Rs 10 Crores, the bidder shall be required to

provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

The Contractor shall submit a certificate/Undertaking accordingly.

Clause 43: Preference to Make In India

- The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017-Revision' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no.-P45021/2/2017-PP (BE-II) as amended on 16.09.2020 shall be applicable to the bidding process and award of the contract shall be done accordingly.
- Verification of Local Content
 - i. The bidder at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement of the tender. They shall also give details of the location(s) at which the local value addition is made.
 - ii. In cases of procurement for a value in excess of Rs 10 Crores, the bidder shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

Clause 44: Rule 144 (xi) in General Financial Rules (GFRs) 2017

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means:-
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or

- f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- iv. The beneficial owner for the purpose of clause 44 (iii) above will be as under:
- 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercise control through other means.
- Explanation-
- 2. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company;
 - 3. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - 4. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - 5. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone of together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profit of such association or body of individuals;
 - 6. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - 7. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Clause 45: Insurance of Works etc.

45.1 Contractor is required to take Contractor’s All Risk policy from Nationalized insurance company in the joint name with Employer and bear all costs towards the same for the full period of execution of works including the Defect Liability Period for the full amount of contract against all loss of damage from whatever cause arising other than excepted risks for which he is responsible under the terms of the contract and in such

manner that the Employer and the Contractor are covered during the period of construction of works and/or also covered during the period of Defect Liability for loss or damage.

- a. The Works and the Temporary works to the full value of such works.
- b. The materials, constructional plant, centering, shuttering and scaffolding materials and other things brought to the site for their full value.

Whenever required by Employer, the Contractor shall produce the policy or the policies of insurance and the receipts for payment of the current premium.

45.2 Insurance under Workmen Compensation Act

Contractor is required to take insurance cover under the Workman Compensation Act, 1923 amended from time to time from Nationalized insurance company and pay premium charges thereof. Wherever required by Employer the Contractor shall produce the policy or the policies of Insurance and the receipt of payment of the current premiums.

45.3 Third Party Insurance

Contractor is required to take third party insurance cover for an amount of 5% (five percent) of contract value from Nationalized insurance company for insurance against any damage, injury or loss which may occur to any person or property including that of Employer / Owner, arising out of the execution of the Works or Temporary works. Wherever required by Employer the Contractor shall produce the policy or the policies of Insurance and the receipt of payment of the current premiums.

45.4 If the Contractor shall fail to effect and keep in force the insurances referred to above, or any other insurance which he may be required to effect under the terms of the Contract, then and in any such case the Employer on advice of the EIC may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any moneys due or which may become due to the Contractor, or recover the same as debt due from the Contractor.

45.5 The Contractor shall at all times indemnify Employer and Owner against all claims, damages or compensation under the provision of Payment of wages act-1936, Minimum Wages Act-1948, Employer's liability Act-1938, the workmen's compensation Act-1947, Industrial Disputes Act-1947 and Maternity Benefit Act-1961 or any modifications thereof or any other law in force or as consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of the Contractor or not, against all costs, charges and expenses of any suit, action or proceedings arising out of such incident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any such claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act 1923 or any modification thereof or any other law relating thereto.

45.6 The Contractor, in case of re-building or reinstatement after fire, shall be entitled to

such extension of time for completion as the EIC may deem fit, but shall, however not be entitled to reimbursement by the Employer or any shortfall or deficiency in the amount finally paid by the Insurer in settlement of any claim arising as set out herein.

SECTION-V
Technical Specifications

Section-V – Technical Specifications

1. General:

- 1.1 The items shall be inspected by officer(s) nominated by Employer/Owner as per the specifications of the items as mentioned hereinafter. During inspection, if any nonconformity is observed, the same shall be communicated by the inspecting officials and after removing the defects/nonconformity, as the case may be, the final approval shall be obtained by the Contractor/Supplier from the authorized representative of Employer/Owner. No items shall be dispatched by the Contractor/Supplier to project site prior approval of the Engineer-in-Charge. Any items supplied at site without prior approval of Employer/Owner shall be liable for rejection and any financial implications on this account shall be borne by the Contractor/Supplier.
The approval of Employer/Owner to supply the items at site shall not relieve the Contractor/Supplier to discharge his duties & obligations set forth in the contract.
- 1.2 The cost of visit of Employer & Owner to Manufacturer unit shall be borne by the Contractor/Supplier.
- 1.3 The inspection charges shall be borne by the Contractor/Supplier.
- 1.4 Generally, the items supplied shall be of the best quality and workmanship and comply with the contract or supply order in all respects. The items supplied shall be in accordance with specification unless any deviation is authorized and specified in the contract or WAPCOS supply order or any amendment thereto.
- 1.5 The supplier shall, at his own expenses, afford to the Employer/Owner all reasonable facilities as may be necessary for satisfying itself, that the supplied items are being and/or have been manufactured in accordance with the required particulars/specifications.
- 1.6 The Employer/Owner shall have the right to put any of the supplied material or any part thereof to such tests as Employer/Owner may think fit and proper. The supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Employer/Owner or on its behalf.
- 1.7 No sub-contracting will be allowed for installation or maintaining system/items /instrument.
- 1.8 Firms, which have earlier supplied similar items to KBLPA and have not completed required installation/commissioning/after sales service/warranty replacements etc. their offers will not be considered for further evaluation and no enquiries thereafter will be entertained.
 - 1.9 All the items/ items's must be supplied with operating/service manuals and other necessary accessories for its use in KBLPA, Jhansi.

2. OTHER TERMS & CONDITIONS

- 1.1 The purpose of certain specific conditions is to get or procure best Items/service etc. for KBLPA, Jhansi.
- 1.2 Warranty/Defect Liability Period: The following conditions are included in the Warranty/Defect Liability Period: -
 - i. The Warranty/Defect Liability Period shall commence from the date of issue of the Taking Over Certificate or Completion Certificate whichever is later. The Warranty period shall be provided as per the manufacturer norms or 12 months whichever is more. When the item is under Warranty/Defect Liability Period, it shall be the sole responsibility of the Contractor/Supplier to rectify defect of items, spare parts, replacement items as deemed necessary by the Employer/Owner and install the same, without any cost implications to Employer/ Owner.

- ii. Onsite demonstration to the users after installation shall be provided free of cost within the time as intimated by the Employer.
- 1.3 Supply means, “Supply, Installation, demonstration of the whole system and demonstration on the site as per the requirement of Employer/Owner”.
- 1.4 WAPCOS Limited will not provide any accommodation/ transportation for the Engineers/Representatives for attending Installation, Commissioning, Demonstration etc. it is the absolute responsibility of the principal supplier/Indian agent to make their own arrangements.
- 1.5 No sub-contracting will be allowed for installation or maintaining system/items /instrument during or after warranty period

Specifications of Items

LIST OF FURNITURE

S.No.	Item Details
1	<p>Providing and placing of Executive Table with ERU and Pedestal. Overall size of table: 2400mm (W) X 900mm (D) X 750mm (H). The table is made of 68mm Thick (+1mm) combination of MDF, Particle Board and Solidwood (batton construction) with top Veneer face coated with clear lacquer. Side Panel: 683 x 600. Made of 60mm Thick (+1mm) combination of MDF, Particle Board and Solidwood (batton construction) with top Veneer face coated with clear lacquer. Modesty Panel: 2240 x 600. Made of 17mm Thick (1mm) Particle Board with Veneer face, coated with Clear lacquer. All thickness edges are edge banded with matching lipping. The Size of ERU: 1200 (W) x 440 (D) x 650 (H) and their top Panel: 1200 x 440. Made of 22mm Thick (±1mm) Particle Board. Side Panel: 440 x 546. Made of 17mm Thick (±1mm) Particle Board. Back Panel: 1164 x 546. Made of 17mm Thick (±1mm) Particle Board. Bottom Panel: 1200 x 440. Made of 17mm Thick (1mm) Particle Board. Hinged Door Panel: 340 x 542. Made of 17mm Thick (±1mm) Particle Board. Shelf Panels: 546 x 404 and 344 x 404. Made of 16mm Thick (±1mm) Particle Board. The pedestal Size: 443 (W) x 510 (D) x 635 (H) and their top Panel: 443 x 510. Made of 22mm Thick (+1mm) Particle Board. Side Panel: 490 x 549. Made of 17mm Thick (±1mm) Particle Board. Back Panel: 408 x 548. Made of 16mm Thick (±1mm) Particle Board. Bottom Panel: 408 x 473. Made of 16mm Thick (±1mm) Particle Board. Drawer Front: 440 x 158 (Top Drawer) & 440 x 190 (Middle & Bottom drawers). Made of 17mm Thick (+1mm) Particle Board. Surface Finish: Veneer Face, coated with Clear Lacquer. All thickness edges are edge-banded with matching lipping. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.</p>
2	<p>Providing and placing of Back Unit Credenza. Overall size: 2110(W) x 410 (D) x 2000 (H). The top Panel: 2211 x 410. Made of 22mm Thick (±1mm) Pre-laminated Particle Board. Side Panel: 1978 x 390. Made of 17mm Thick (±1mm) Particle Board. Back Panels: 3 nos Made of 4mm Thick (±1mm) Pre-laminated MDF. Bottom Panels: 3 nos Made of 16mm Thick (±1mm) Pre-laminated Particle Board. Top Hinged Door Panel: 440 x 1150. Made of 17mm Thick (±1mm) Particle Board. Glass Door Panel: 440 x 1150. Made of 17mm Thick (±1mm) Particle Board frame with tempered glass. Bottom Hinged Door Panel: 440 x 766. Made of 17mm Thick (±1mm) Pre-laminated Particle board. Shelf 3 nos Made of 22mm Thick (±1mm) Pre-laminated Particle Board. Partition Panels: 1978 x 390. Made of 16mm Thick (±1mm) Pre-laminated Particle Board. Surface Finish (Side Panels/Doors): Veneer Face, coated with Clear lacquer. Surface Finish (All other panels) Pre-laminated. All thickness edges are edge banded with matching lipping. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.</p>
3	<p>Providing and placing of High Back Executive Chair. Seat: The cushioned seat is made of injection moulded plastic outer and inner. Plastic inner is upholstered with pure leather and moulded high resilience polyurethane foam, Seat size: 476mm W x 492mm D. Back: The back is cushioned and made up of PU foam with insitu moulded MS ERW round tube of size, upholstered with pure leather. Back size: 475mm W x 770mm D. Armrest: The armrest top is moulded from polyurethane, upholstered with pure leather and mounted on a drop lift adjustable type tubular armrest support made up of MS ERW tube having chrome plated finish. The armrest hieght adjustable upto 65mm in 5 steps. The adjustable tilting mechanism shall be designed with the following features : 360° revolving type, front-pivot for tilt with feet resting on ground and contionuous lumbar support ensuring more comfort, Tilt tension adjustment can be operated in seating position, 5-position tilt limiter giving options of variable tilt angle to the chair, seat/backtilting ratio 1:2, the mechanism housing is made up of HPDC aluminium black powder coated. Seat Depth Adjustment: Seat depth adjustment is integrated in the seat through a sliding mechanism. Seat depth adjustment range is 60mm. Adjustable Back Support: Back frame is connected to the up/down mechanism housed in plastic T spine. It can be adjusted in the range of 74mm for the comfortable back support to suit individual need. Height Adjusment: The pneumatic height adjustment has an adjustment stroke of 100mm. Pedestal: The pedestal is high pressure die cast polished aluminium and fitted with 5 nos. twin wheel castors. The pedestal is 650mm pitch centre dia. Twin Wheel Castors: 5 nos. twin wheel castors are injection moulded in plastic having 60mm wheel diameter and assembled to pedestal. Product Certification: Greenguard(UL), IAQ Gold, BIFMA Lvl 2,</p>

	Green Pro certified. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.
4	Providing and placing of Visitor Chair. Overall size of chair: 600mm (W) X 640mm (D) X 980mm (H) and seat height (SH) is 460mm. Seat: The cushioned seat is made of injection moulded plastic outer and inner. Plastic inner is upholstered with pure leather and moulded high resilience polyurethane foam, Seat size: 476mm W x 492mm D. Back: The back is cushioned and made up of PU foam with insitu moulded MS ERW round tube of size, upholstered with pure leather. Visitor Tubular frame: The tubular frame is cantilever type & made of 02.54±0.03 cm x 0.2±0.016 cm thk S.S 202 tube. The back connected to frame through chrome plated high pressure die cast connector piece. Product Certification: Greenguard(UL), IAQ Gold, BIFMA Lvl 2, Green Pro certified. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.
5	Providing and placing of 2 Seater Sofa. Size: 1460mm (W) X 905mm (D) X 855mm (H), Seat Height: 450mm, Seat Foam: The seat is made up of PU foam with an additional top layer of supersoft PU foam, upholstered with fabric or leatherette, Back Foam: The back is made up of PU foam with two additional top layer of supersoft foam, upholstered with fabric or leatherette, Understructure: Understructure is made up of 12mm thick hot pressed plywood [moisture resistance & Termite proof as per IS: 303] & pinewood of cross sections devoid of major knots & surface defects, 6 nos. per seat & 3.8mm dia zigzag spring assembly is mounted over understructure for cushioning purpose, Leg: It is a welded assembly made in Stainless steel tube & plate with plastic endcap. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.
6	Providing and placing of Centre Table. The top is made of 10mm thick black tinted Toughened glass UV glued with bushes made in 202 grade for fixing with understructure. Understructure: It is a welded assembly made in SS202 grade having dia. 12+/-0.04 as per IS:1762. Overall Size of Table: 1120mm (W) X 600mm (D) X 349mm (H). Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge. Providing and placing of Corner Table. The top is made of 10mm thick black tinted Toughened glass UV glued with bushes made in 202 grade for fixing with understructure. Understructure: It is a welded assembly made in SS202 grade having dia. 12+/-0.04 as per IS:1762. Overall Size of Table: 600mm (W) X 600mm (D) X 349mm (H). Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.
7	Providing and placing of Executive Table. Overall size: 1350mm (W) X 750mm (D) X 750mm (H). The top panel is made from 25 ±0.5 mm THK Pre Laminated Boards as per IS-12823 with 2 mm Thick PVC beading on all sides and side panel is made from 18 ±0.5 mm THK Pre Laminated Boards as per IS-12823 with 0.8 mm PVC beading on all sides. Modesty 1 & 2 panel is made from 18 ±0.5 mm THK Pre Laminated Boards as per IS-12823 with 0.8 mm Thick PVC beading on all edges. Pedestal: The size of pedestal is 390mm (W) X 435mm (D) X 520mm (H) and the Wooden panel is made from 18±0.5 mm THK Pre Laminated Boards as per IS-12823 with PVC beading on all sides. The panel is made from 9 ±0.5 mm THK Pre Laminated Board. Certification: The company should be ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.
8	Providing and placing of Mid Back Revolving Chair. The seat are made up of 1.2cm. thick hot-pressed plywood. The back is made of injection moulded glass filled nylon and upholstered using net fabric. BACK SIZE : 450 mm (W) x 653 mm (H), SEAT SIZE : 470 mm. (W) x 495 mm. (D), Overall Height- 1140mm-1282mm, Seat Height- 440mm-540mm. The Polyurethane foam is moulded with density = 55 +/-2 kg/m ³ and Hardness = 16 +/- 2 at 25% compression. The armrests are up-down adjustable of 8.5 +/- 0.5 cm. Armrest top has an integrated layer of thermoplastic elastomer. The mechanism is designed with the following features: -360 revolving type. -Upright position locking. -Tilt tension adjustment. The pneumatic height adjustment has an adjustment stroke of 10.0 cm. The pedestal is injection moulded in black 30% glass-filled Nylon and fitted with 5 nos. twin wheel castors. The pedestal is 66.0cm pitch-center dia. (76.0 cm with castors.) The twin wheel castors are injection moulded in Black Nylon. Product Certification: Greenguard(UL), IAQ Gold, BIFMA Lvl 2, Green Pro certified. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.

9	Providing and placing of Storage Unit with a width of 500mm and depth of 500mm (520mm including door) and Ht. 2025mm(including 45mm leveler). The construction shall be aesthetically appealing completely knock down construction. Legs shall be fitted with screw type leveler and material shall be from combination of CRCA 0.5 mm & 0.8 mm . The shelving shall be height wise adjustable shelf mounting , each full shelf shall have a load capacity of 40 kg UDL max. and 4 nos. of full adjustable shelves. A4 size box file(85 W x 285 D x 345 H mm) can be stored vertically on all five loading levels. Finish shall be epoxy powder coated to the thickness of 50 microns(+/-10). The doors shall be 20mm in thickness and made from combination of CRCA 0.5 mm & 0.8 mm thickness. Steel Hinged Door with shelf closing hinges. The handle shall be aesthetically appealing, Ergonomic, Made of Aluminium. The locking shall be 3 way and Finish shall be Epoxy Powder coated to the thickness of 50 microns. Product Certification: IAQ Gold, Greenguard(UL) certified. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.
10	Providing and placing of Executive Table. Overall size: 1350mm (W) X 750mm (D) X 750mm (H). The top panel is made from 25 ±0.5 mm THK Pre Laminated Boards as per IS-12823 with 2 mm Thick PVC beading on all sides and side panel is made from 18 ±0.5 mm THK Pre Laminated Boards as per IS-12823 with 0.8 mm PVC beading on all sides. Modesty 1 & 2 panel is made from 18 ±0.5 mm THK Pre Laminated Boards as per IS-12823 with 0.8 mm Thick PVC beading on all edges. Pedestal: The size of pedestal is 390mm (W) X 435mm (D) X 520mm (H) and the Wooden panel is made from 18±0.5 mm THK Pre Laminated Boards as per IS-12823 with PVC beading on all sides. The panel is made from 9 ±0.5 mm THK Pre Laminated Board. Certification: The company should be ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.
11	Providing and placing of High Back Revolving Chair with headrest. The seat are made up of 1.2cm. thick hot-pressed plywood. The back is made of injection moulded glass filled nylon and upholstred using net fabric. BACK SIZE : 450 mm (W) x 650 mm (H), SEAT SIZE : 470 mm. (W) x 495 mm. (D), Overall Height- 1140mm-1282mm, Seat Height- 440mm-540mm. The Polyurethane foam is moulded with density = 55 +/-2 kg/m ³ and Hardness = 16 +/- 2 at 25% compression. The armrests are up-down adjustable of 8.5 +/- 0.5 cm. Armrest top has an integrated layer of thermoplastic elastomer. The mechanism is designed with the following features: ·360 revolving type. ·Upright position locking. ·Tilt tension adjustment. The pneumatic height adjustment has an adjustment stroke of 10.0 cm. The pedestal is injection moulded in black 30% glass-filled Nylon and fitted with 5 nos. twin wheel castors. The pedestal is 66.0cm pitch-center dia. (76.0 cm with castors.) The twin wheel castors are injection moulded in Black Nylon. Product Certification: Greenguard(UL), IAQ Gold, BIFMA Lvl 2, Green Pro certified. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.
12	Providing and placing of Executive table with ERU. Overall size of table: 1650mm (W) X 750mm (D) X 750mm (H) and Size of ERU: 900mm(W) X 500mm(D) X 750mm(H). The table is made of 25 mm thick MDF – one side pre-laminate board confirming to IS-14587:1998 with 0.4 mm PVC membrane pressed on to top. Soft closing access flap within-build power box are provided on work surface for wire management. The ERU top is made of 25 mm thick MDF one side pre-laminate board confirming to IS-14587:1998 with 0.4mm PVC membrane pressed on to top. The modesty panel of table is made of 25 mm thick MDF one side pre-laminate board confirming to IS-14587:1998 with 0.4mm PVC membrane pressed on to top. The understructure is made of 25 mm thick Pre-laminated twin board of E1-P2 grade and approved shade confirming to IS-12823:1990, edge banded with matching 2 mm thick PVC lipping. The pedestal is made of 25 mm thick Pre-laminated twin board of E1-P2 grade and approved shade confirming to IS-12823:1990, edge banded with matching 2 mm thick PVC lipping. Handles are provided for ease of opening. Pedestals are provided with lock for security. Certification: The product should be Greenguard, , IAQ Gold, Greenpro certified and the company should be ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.
13	Providing and placing of High Back Executive Chair, Size: 761mm (W) X 761mm (D) X 1127mm-1302mm (H), Seat: The Cushioned Seat is made of injection molded plastic outer & inner, plastic inner is upholstered with leatherette and moulded High Resilience (HR) Polyurethane foam, Back: The Cushioned back is made of PU foam with insitu molded MS E.R.W. Round Tube, and it upholstered with Leatherette, Armrests of Chair: The Armrests top is moulded from polyurethane (PU) and mounted on to a drop lift adjustable type tubular armrest support made of M.S.E.R.W. tube having chrome plated finish, the armrest height adjustable up to 65mm in 5 steps, Mechanism of Chair: 360 Degree revolving

	<p>type chair, Front pivot for tilt with feet resting on ground and continuous lumbar support ensuring more comfort, Tilt tension adjustment can be operated in seating position, 5- position Tilt limiter giving option of variable tilt angle to the chair, Seat/ Back tilting ratio of 1:2, The mechanism housing is made up of HPDC aluminium black powder coated. Seat depth adjustment is integrated in the seat through a sliding mechanism. Seat depth adjustment range is of 60mm. Back frame is connected to the up/down mechanism in plastic T spine. It can be adjusted in the range of 7.42±0.5 comfort the comfortable back support to suit individual need. The pneumatic height adjustment has an adjustment stroke of 100mm. The pedestal of Chair is high pressure die cast polished aluminium & fitted with 5 nos. of twin wheel castors. The pedestal is 650mm pitch centre dia. 5 nos. of twin wheel castors are injection molded in plastic having 60mm wheel diameter and assembled to pedestal. Product Certification: Greenguard(UL), IAQ Gold, BIFMA Lvl 2, Green Pro. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.</p>
14	<p>Providing and placing of Visitor Chair. Overall size of chair: 600mm (W) X 640mm (D) X 980mm (H) and seat height (SH) is 440mm, Seat: The Cushioned Seat is made of injection molded plastic outer & inner, plastic inner is upholstered with leatherette and moulded High Resilience (HR) Polyurethane foam, Back: The Cushioned back is made of PU foam with insitu molded MS E.R.W. Round Tube, and it upholstered with Leatherette. Visitor Tubular frame: The tubular frame is cantilever type & made of 02.54±0.03 cm x 0.2±0.016 cm thk S.S 202 tube. The back connected to frame through chrome plated high pressure die cast connector piece. Product Certification: Greenguard(UL), IAQ Gold, BIFMA Lvl 2, Green Pro. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.</p>
15	<p>Providing and placing of Executive table with ERU & pedestal. Overall size: 1200mm (W) X 600mm (D) X 750mm (H) and the size of ERU is 900mm (W) X 450mm (D) X 750mm (H). The top panel is made from 25 ±0.5 mm THK Pre Laminated Boards as per IS-12823 with 2 mm Thick PVC beading on all sides and side panel is made from 18 ±0.5 mm THK Pre Laminated Boards as per IS-12823 with 0.8 mm PVC beading on all sides. Modesty 1 & 2 panel is made from 18 ±0.5 mm THK Pre Laminated Boards as per IS-12823 with 0.8 mm Thick PVC beading on all edges. Pedestal: The size of pedestal is 390mm (W) X 435mm (D) X 520mm (H) and the Wooden panel is made from 18±0.5 mm THK Pre Laminated Boards as per IS-12823 with PVC beading on all sides. The panel is made from 9 ±0.5 mm THK Pre Laminated Board. Certification: The company should be ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.</p>
16	<p>Providing and placing of High Back Executive Chair, Size: 761mm (W) X 761mm (D) X 1127mm-1302mm (H), Seat: The Cushioned Seat is made of injection molded plastic outer & inner, plastic inner is upholstered with leatherette and moulded High Resilience (HR) Polyurethane foam, Back: The Cushioned back is made of PU foam with insitu molded MS E.R.W. Round Tube, and it upholstered with Leatherette, Armrests of Chair: The Armrests top is moulded from polyurethane (PU) and mounted on to a drop lift adjustable type tubular armrest support made of M.S.E.R.W. tube having chrome plated finish, the armrest height adjustable up to 65mm in 5 steps, Mechanism of Chair: 360 Degree revolving type chair, Front pivot for tilt with feet resting on ground and continuous lumbar support ensuring more comfort, Tilt tension adjustment can be operated in seating position, 5- position Tilt limiter giving option of variable tilt angle to the chair, Seat/ Back tilting ratio of 1:2, The mechanism housing is made up of HPDC aluminium black powder coated. Seat depth adjustment is integrated in the seat through a sliding mechanism. Seat depth adjustment range is of 60mm. Back frame is connected to the up/down mechanism in plastic T spine. It can be adjusted in the range of 7.42±0.5 comfort the comfortable back support to suit individual need. The pneumatic height adjustment has an adjustment stroke of 100mm. The pedestal of Chair is high pressure die cast polished aluminium & fitted with 5 nos. of twin wheel castors. The pedestal is 650mm pitch centre dia. 5 nos. of twin wheel castors are injection molded in plastic having 60mm wheel diameter and assembled to pedestal. Product Certification: Greenguard(UL), IAQ Gold, BIFMA Lvl 2, Green Pro. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.</p>

17	Providing and placing of Visitor Chair. Overall size of chair: 600mm (W) X 640mm (D) X 980mm (H) and seat height (SH) is 440mm, Seat: The Cushioned Seat is made of injection molded plastic outer & inner, plastic inner is upholstered with leatherette and moulded High Resilience (HR) Polyurethane foam, Back: The Cushioned back is made of PU foam with insitu molded MS E.R.W. Round Tube, and it upholstered with Leatherette. Visitor Tubular frame: The tubular frame is cantilever type & made of 02.54±0.03 cm x 0.2±0.016 cm thk S.S 202 tube. The back connected to frame through chrome plated high pressure die cast connector piece. Product Certification: Greenguard(UL), IAQ Gold, BIFMA Lvl 2, Green Pro. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.
18	Providing and placing of Executive table with ERU. Overall size of table: 1800mm (W) X 900mm (D) X 750mm (H) and Size of ERU: 1200mm(W) X 500mm(D) X 750mm(H). The table is made of 25 mm thick MDF – one side pre-laminate board confirming to IS-14587:1998 with 0.4 mm PVC membrane pressed on to top. Soft closing access flap within-build power box are provided on work surface for wire management. The ERU top is made of 25 mm thick MDF one side pre-laminate board confirming to IS-14587:1998 with 0.4mm PVC membrane pressed on to top. The modesty panel of table is made of 25 mm thick MDF one side pre-laminate board confirming to IS-14587:1998 with 0.4mm PVC membrane pressed on to top. The understructure is made of 25 mm thick Pre-laminated twin board of E1-P2 grade and approved shade confirming to IS-12823:1990, edge banded with matching 2 mm thick PVC lipping. The pedestal is made of 25 mm thick Pre-laminated twin board of E1-P2 grade and approved shade confirming to IS-12823:1990, edge banded with matching 2 mm thick PVC lipping. Handles are provided for ease of opening. Pedestals are provided with lock for security. Certification: The product should be Greenguard, , IAQ Gold, Greenpro certified and the company should be ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.
19	Providing and placing of High Back Executive Chair, Size: 761mm (W) X 761mm (D) X 1127mm-1302mm (H), Seat: The Cushioned Seat is made of injection molded plastic outer & inner, plastic inner is upholstered with leatherette and moulded High Resilience (HR) Polyurethane foam, Back: The Cushioned back is made of PU foam with insitu molded MS E.R.W. Round Tube, and it upholstered with Leatherette, Armrests of Chair: The Armrests top is moulded from polyurethane (PU) and mounted on to a drop lift adjustable type tubular armrest support made of M.S.E.R.W. tube having chrome plated finish, the armrest height adjustable up to 65mm in 5 steps, Mechanism of Chair: 360 Degree revolving type chair, Front pivot for tilt with feet resting on ground and continous lumbar support ensuring more comfort, Tilt tension adjustment can be operated in seating position, 5- position Tilt limiter giving option of variable tilt angle to the chair, Seat/ Back tilting ratio of 1:2, The mechanism housing is made up of HPDC aluminium black powder coated. Seat depth adjustment is integrated in the seat through a sliding mechanism. Seat depth adjustment range is of 60mm. Back frame is connected to the up/down mechanism in plastic T spine. It can be adjusted in the range of 7.42±0.5 comfort the comfortable back support to suit individual need. The pneumatic height adjustment has an adjustment stroke of 100mm. The pedestal of Chair is high pressure die cast polished aluminium & fitted with 5 nos. of twin wheel castors. The pedestal is 650mm pitch centre dia. 5 nos. of twin wheel castors are injection molded in plastic having 60mm wheel diameter and assembled to pedestal. Product Certification: Greenguard(UL), IAQ Gold, BIFMA Lvl 2, Green Pro. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.
20	Providing and placing of Visitor Chair. Overall size of chair: 600mm (W) X 640mm (D) X 980mm (H) and seat height (SH) is 440mm, Seat: The Cushioned Seat is made of injection molded plastic outer & inner, plastic inner is upholstered with leatherette and moulded High Resilience (HR) Polyurethane foam, Back: The Cushioned back is made of PU foam with insitu molded MS E.R.W. Round Tube, and it upholstered with Leatherette. Visitor Tubular frame: The tubular frame is cantilever type & made of 02.54±0.03 cm x 0.2±0.016 cm thk S.S 202 tube. The back connected to frame through chrome plated high pressure die cast connector piece. Product Certification: Greenguard(UL), IAQ Gold, BIFMA Lvl 2, Green Pro. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.

21	Providing and placing of Storage Unit with a width of 500mm and depth of 500mm (520mm including door) and Ht. 2025mm(including 45mm leveler). The construction shall be aesthetically appealing completely knock down construction. Legs shall be fitted with screw type leveler and material shall be from combination of CRCA 0.5 mm & 0.8 mm . The shelving shall be height wise adjustable shelf mounting , each full shelf shall have a load capacity of 40 kg UDL max. and 4 nos. of full adjustable shelves. A4 size box file(85 W x 285 D x 345 H mm) can be stored vertically on all five loading levels. Finish shall be epoxy powder coated to the thickness of 50 microns(+/-10). The doors shall be 20mm in thickness and made from combination of CRCA 0.5 mm & 0.8 mm thickness. Steel Hinged Door with shelf closing hinges. The handle shall be aesthetically appealing, Ergonomic, Made of Aluminium. The locking shall be 3 way and Finish shall be Epoxy Powder coated to the thickness of 50 microns. Product Certification: IAQ Gold, Greenguard(UL) certified. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.
22	Providing and placing of 2 Seater Sofa. Size: 1460mm (W) X 905mm (D) X 855mm (H), Seat Height: 450mm, Seat Foam: The seat is made up of PU foam with an additional top layer of supersoft PU foam, upholstered with fabric or leatherette, Back Foam: The back is made up of PU foam with two additional top layer of supersoft foam, upholstered with fabric or leatherette, Understructure: Understructure is made up of 12mm thick hot pressed plywood [moisture resistance & Termite proof as per IS: 303] & pinewood of cross sections devoid of major knots & surface defects, 6 nos. per seat & 3.8mm dia zigzag spring assembly is mounted over understructure for cushioning purpose, Leg: It is a welded assembly made in Stainless steel tube & plate with plastic endcap. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.
23	Providing and placing of Corner Table. The top is made of 10mm thick black tinted Toughened glass UV glued with bushes made in 202 grade for fixing with understructure. Understructure: It is a welded assembly made in SS202 grade having dia. 12+/-0.04 as per IS:1762. Overall Size of Table: 600mm (W) X 600mm (D) X 349mm (H). Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.
24	Providing and placing of Metal Frame Table. Overall Size: 1365mm W X 680mm D x 735mm H. Worksurface: The panels are made from 18 +/- 0.5mm thk Pre-laminated boards as per with 2mm thick PVC edge banding on all sides. Tubular Frame: Dia. 25.4 +/- 0.3mm x 1.2 +/- 0.096 mm thk MS ERW Tube. 3 Storage Drawers on both sides with 0.6mm thk CRCA as per IS-513 for shell and Drawer front and 0.5mm thk CRCA for Drawer Tray & back. Lock & Handles: Cam Lock and Plastic Handles. Product Certification: Greenguard(UL), IAQ Gold, Green Pro certified. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.
25	Providing and placing of High Back Revolving Chair with headrest. The seat are made up of 1.2cm. thick hot-pressed plywood. The back is made of injection moulded glass filled nylon and upholstred using net fabric. BACK SIZE : 450 mm (W) x 650 mm (H), SEAT SIZE : 470 mm. (W) x 495 mm. (D), Overall Height- 1140mm-1282mm, Seat Height- 440mm-540mm. The Polyurethane foam is moulded with density = 55 +/-2 kg/m ³ and Hardness = 16 +/- 2 at 25% compression. The armrests are up-down adjustable of 8.5 +/- 0.5 cm. Armrest top has an integrated layer of thermoplastic elastomer. The mechanism is designed with the following features: ·360 revolving type. ·Upright position locking. ·Tilt tension adjustment. The pneumatic height adjustment has an adjustment stroke of 10.0 cm. The pedestal is injection moulded in black 30% glass-filled Nylon and fitted with 5 nos. twin wheel castors. The pedestal is 66.0cm pitch-center dia. (76.0 cm with castors.) The twin wheel castors are injection moulded in Black Nylon. Product Certification: Greenguard(UL), IAQ Gold, BIFMA Lvl 2, Green Pro certified. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.



26	<p>Providing and placing of Storage LFC- 3 Drawer. Overall Size: 1072mm W x 1200mm H X 460mm D. CONSTRUCTION & MATERIAL: Construction is a knockdown construction of 25mm thk and 18mm thk Pre-Laminated boards with metal cladding of 0.8mm thk C.R.C.A (as per IS:513) from outside. Side metal cladding is coated with Epoxy polyester powder of 50±10 microns thickness. Top: Storage units are provided with 11mm thk bent metal tops made of 0.8mm thk C.R.C.A (as per IS:513). The metal tops are coated with Epoxy polyester powder of 50±10 microns thickness. DRAWER FRONT: Drawer Fronts are made of 18mm thk Pre-laminated boards with decorative laminate on one side and backing laminate on the other side. HANDLE: Aesthetically appealing recessed handles of Aluminium extrusion are provided for easy opening and closing. LOCKING MECHANISM: Lock with shooting bolt arrangement. LEVELER: Screw type adjustable leveler with plastic base provides vertical adjustment for floor unevenness and leveling of units. BACK PANELS: BACK panels are made of 18mm thick Pre-Laminated boards with options of Decorative laminate as well as Fabric finishes. Storage units consist of split back top panel and split back bottom panel separated by an Aluminium extrusion. DRAWER SPECIFICATIONS: Drawers are mounted through High quality full extension precision ball slides for smooth movement. File Hangers (Front & back file hanger- Imo. each/drawer) are provided for anchoring Ezee files in side to side-Lateral direction. Anti-tipping safety arrangement is provided to ensure that when one drawer is opened for use, it does not allow other drawers to be opened. Anti-rebound mechanism in slides prevents drawer from coming out again after it is pushed in. Uniformly distributed load capacity per drawer (tested as per BIFMA standard). Product Certification: Greenguard (UL), IAQ Gold, Green Pro certified. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.</p>
27	<p>Providing and placing in position 18 Seater Conference Table consists of 2 no. of Head Module unit of size- 1800mm W x 850mm D, 4 nos. of 2-seater unit of size (Each)- 1350mm W x 600mm D and 2 nos. of 2-seater unit of size (Each)- 675mm W x 600mm D. Work Top of Table: Made of 36mm thick MDF one side pre-laminate board conforming to IS14587:1998 with 0.4mm PVC membrane pressed on to top and having chamfered edge. Plastic ABS access flap is provided for easy access to wires and cables. Understructure of Table: The Under-structure consists of mixture of 25mm and 18mm Pre-laminated twin board of E1-P2 grade and approved shade conforming to IS-12823:1990, Edge banded with matching 2 mm thick PVC lipping. Aluminium alloy 63400 - WP profile is used for connecting panels together. Modesty Panel of Table: Made of 18mm Thick Pre-laminated twin board of E1-P2 grade and approved shade conforming to IS-12823:1990, Edge banded with matching 2 mm thick PVC lipping. Powder coated accent metal strip provided below work surface to enhance aesthetics. It is made of 0.8mm CRCA as per IS 513, epoxy polyester powder coated (DFT 40-60 microns). Wire Management: An array of panels made of 0.8mm CRCA MS IS: 513, epoxy polyester powder coated is used for flow of wires and cables, provision to mount Anchor Roma 6 module plate is provided below worktop, Cutout on top with two piece injection moulded plastic part polymer component is fitted to pull out audio, video cables onto worktop and connect device charger to power socket below worktop. Product Certification: Green Pro, Greenguard(UL), IAQ Gold certified. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.</p>
28	<p>Providing and placing of Mid Back Chair for conference table. Size: 761mm (W) X 761mm (D) X 1127mm- 1302mm (H), Seat: The Cushioned Seat is made of injection molded plastic outer & inner, plastic inner is upholstered with leatherette and moulded High Resilience (HR) Polyurethane foam, Back: The Cushioned back is made of PU foam with insitu molded MS E.R.W. Round Tube, and it upholstered with Leatherette, Armrests of Chair: The Armrests top is moulded from polyurethane (PU) and mounted on to a drop lift adjustable type tubular armrest support made of M.S.E.R.W. tube having chrome plated finish, the armrest height adjustable up to 65mm in 5 steps, Mechanism of Chair: 360 Degree revolving type chair, Front pivot for tilt with feet resting on ground and continuous lumbar support ensuring more comfort, Tilt tension adjustment can be operated in seating position, 5- position Tilt limiter giving option of variable tilt angle to the chair, Seat/ Back tilting ratio of 1:2, The mechanism housing is made up of HPDC aluminium black powder coated. Seat depth adjustment is integrated in the seat through a sliding mechanism. Seat depth adjustment range is of 60mm. Back frame is connected to the up/down mechanism in plastic T spine. It can be adjusted in the range of 7.42±0.5 comfort the comfortable back support to suit individual need. The pneumatic height adjustment has an adjustment stroke of 100mm. The pedestal of Chair is high pressure die cast polished aluminium & fitted with 5 nos. of twin wheel castors. The pedestal is 650mm pitch centre dia. 5 nos. of twin wheel castors are injection molded in plastic having 60mm wheel diameter and assembled to pedestal. Product Certification: Greenguard(UL), IAQ Gold, , BIFMA Lvl 2, Green Pro certified. Company</p>




	Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.
29	Providing and placing of Executive Table with ERU and Pedestal. Overall size of table: 2400mm (W) X 900mm (D) X 750mm (H). The table is made of 68mm Thick (+1mm) combination of MDF, Particle Board and Solidwood (batton construction) with top Veneer face coated with clear lacquer. Side Panel: 683 x 600. Made of 60mm Thick (+1mm) combination of MDF, Particle Board and Solidwood (batton construction) with top Veneer face coated with clear lacquer. Modesty Panel: 2240 x 600. Made of 17mm Thick (1mm) Particle Board with Veneer face, coated with Clear lacquer. All thickness edges are edge banded with matching lipping. The Size of ERU: 1200 (W) x 440 (D) x 650 (H) and their top Panel: 1200 x 440. Made of 22mm Thick (±1mm) Particle Board. Side Panel: 440 x 546. Made of 17mm Thick (±1mm) Particle Board. Back Panel: 1164 x 546. Made of 17mm Thick (±1mm) Particle Board. Bottom Panel: 1200 x 440. Made of 17mm Thick (1mm) Particle Board. Hinged Door Panel: 340 x 542. Made of 17mm Thick (±1mm) Particle Board. Shelf Panels: 546 x 404 and 344 x 404. Made of 16mm Thick (±1mm) Particle Board. The pedestal Size: 443 (W) x 510 (D) x 635 (H) and their top Panel: 443 x 510. Made of 22mm Thick (+1mm) Particle Board. Side Panel: 490 x 549. Made of 17mm Thick (±1mm) Particle Board. Back Panel: 408 x 548. Made of 16mm Thick (±1mm) Particle Board. Bottom Panel: 408 x 473. Made of 16mm Thick (±1mm) Particle Board. Drawer Front: 440 x 158 (Top Drawer) & 440 x 190 (Middle & Bottom drawers). Made of 17mm Thick (+1mm) Particle Board. Surface Finish: Veneer Face, coated with Clear Lacquer. All thickness edges are edge-banded with matching lipping. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.
30	Providing and placing of Back Unit Credenza. Overall size: 2110(W) x 410 (D) x 2000 (H). The top Panel: 2211 x 410. Made of 22mm Thick (±1mm) Pre-laminated Particle Board. Side Panel: 1978 x 390. Made of 17mm Thick (±1mm) Particle Board. Back Panels: 3 nos Made of 4mm Thick (±1mm) Pre-laminated MDF. Bottom Panels: 3 nos Made of 16mm Thick (±1mm) Pre-laminated Particle Board. Top Hinged Door Panel: 440 x 1150. Made of 17mm Thick (±1mm) Particle Board. Glass Door Panel: 440 x 1150. Made of 17mm Thick (±1mm) Particle Board frame with tempered glass. Bottom Hinged Door Panel: 440 x 766. Made of 17mm Thick (±1mm) Pre-laminated Particle board. Shelf 3 nos Made of 22mm Thick (±1mm) Pre-laminated Particle Board. Partition Panels: 1978 x 390. Made of 16mm Thick (±1mm) Pre-laminated Particle Board. Surface Finish (Side Panels/Doors): Veneer Face, coated with Clear lacquer. Surface Finish (All other panels) Pre-laminated. All thickness edges are edge banded with matching lipping. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.
31	Providing and placing of High Back Executive Chair. Seat: The cushioned seat is made of injection moulded plastic outer and inner. Plastic inner is upholstered with pure leather and moulded high resilience polyurethane foam, Seat size: 476mm W x 492mm D. Back: The back is cushioned and made up of PU foam with insitu moulded MS ERW round tube of size, upholstered with pure leather. Back size: 475mm W x 770mm D. Armrest: The armrest top is moulded from polyurethane, upholstered with pure leather and mounted on ot a drop lift adjustable type tubular armrest support made up of MS ERW tube having chrome plated finish. The armrest hieght adjustable upto 65mm in 5 steps. The adjustable tilting mechanism shall be designed with the following features : 360° revolving type, front-pivot for tilt with feet resting on ground and contionuous lumbar support ensuring more comfort, Tilt tension adjustment can be operated in seating position, 5-position tilt limiter giving options of variable tilt angle to the chair, seat/backtilting ratio 1:2, the mechanism housing is made up of HPDC aluminium black powder coated. Seat Depth Adjustment: Seat depth adjustment is integrated in the seat through a sliding mechanism. Seat depth adjustment range is 60mm. Adjustable Back Support: Back frame is connected to the up/down mechanism housed in plastic T spine. It can be adjusted in the range of 74mm for the comfortable back support to suit individual need. Height Adjusment: The pneumatic height adjustment has an adjustment stroke of 100mm. Pedestal: The pedestal is high pressure die cast polished aluminium and fitted with 5 nos. twin wheel castors. The pedestal is 650mm pitch centre dia. Twin Wheel Castors: 5 nos. twin wheel castors are injection moulded in plastic having 60mm wheel diameter and assembled to pedestal. Product Certification: Greenguard(UL), IAQ Gold, BIFMA Lvl 2, Green Pro certified. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.





32	<p>Providing and placing of Visitor Chair. Overall size of chair: 600mm (W) X 640mm (D) X 980mm (H) and seat height (SH) is 460mm. Seat: The cushioned seat is made of injection moulded plastic outer and inner. Plastic inner is upholstered with pure leather and moulded high resilience polyurethane foam, Seat size: 476mm W x 492mm D. Back: The back is cushioned and made up of PU foam with insitu moulded MS ERW round tube of size, upholstered with pure leather. Visitor Tubular frame: The tubular frame is cantilever type & made of 02.54±0.03 cm x 0.2±0.016 cm thk S.S 202 tube. The back connected to frame through chrome plated high pressure die cast connector piece. Product Certification: Greenguard(UL), IAQ Gold, BIFMA Lvl 2, Green Pro certified. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.</p>
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Section – VI Schedule of Quantities



Renovation work of office of NWDA, Jhansi			
Cost Estimate - Abstract			
S.No.	Item of Work	Amount in Rs.	
		Non DSR Items @18%GST	
A	Furniture Works	2928008	
	Total Construction Cost	2928008	
	say	29.28	Lakhs




Furniture Works-KBLPA Jhansi								
A		Furniture Works (Non - DSR Items)						
S.No.	Area/ Room	Item Description	Qty	Unit	Basic Rate	Unit Rate @18% GST	Amount @18% GST	Image
1	ACEO Room	Providing and placing of Executive Table with ERU and Pedestal. Overall size of table: 2400mm (W) X 900mm (D) X 750mm (H). The table is made of 68mm Thick (+1mm) combination of MDF, Particle Board and Solidwood (batton construction) with top Veneer face coated with clear lacquer. Side Panel: 683 x 600. Made of 60mm Thick (+1mm) combination of MDF, Particle Board and Solidwood (batton construction) with top Veneer face coated with clear lacquer. Modesty Panel: 2240 x 600. Made of 17mm Thick (1mm) Particle Board with Veneer face, coated with Clear lacquer. All thickness edges are edge banded with matching lipping. The Size of ERU: 1200 (W) x 440 (D) x 650 (H) and their top Panel: 1200 x 440. Made of 22mm Thick (±1mm) Particle Board. Side Panel: 440 x 546. Made of 17mm Thick (±1mm) Particle Board. Back Panel: 1164 x 546. Made of 17mm Thick (±1mm) Particle Board. Bottom Panel: 1200 x 440. Made of 17mm Thick (1mm) Particle Board. Hinged Door Panel: 340 x 542. Made of 17mm Thick (±1mm) Particle Board. Shelf Panels: 546 x 404 and 344 x 404. Made of 16mm Thick (±1mm) Particle Board. The pedestal Size: 443 (W) x 510 (D) x 635 (H) and their top Panel: 443 x 510. Made of 22mm Thick (+1mm) Particle Board. Side Panel: 490 x 549. Made of 17mm Thick (±1mm) Particle Board. Back Panel: 408 x 548. Made of 16mm Thick (±1mm) Particle Board. Bottom Panel: 408 x 473. Made of 16mm Thick (±1mm) Particle Board. Drawer Front: 440 x 158 (Top Drawer) & 440 x 190 (Middle & Bottom drawers). Made of 17mm Thick (+1mm) Particle Board. Surface Finish: Veneer Face, coated with Clear Lacquer. All thickness edges are edge banded with matching lipping. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.	1	Each	132621	156493	156493	
2	ACEO Room	Providing and placing of Back Unit Credenza. Overall size: 2110(W) x 410 (D) x 2000 (H). The top Panel: 2211 x 410. Made of 22mm Thick (±1mm) Pre-laminated Particle Board. Side Panel: 1978 x 390. Made of 17mm Thick (±1mm) Particle Board. Back Panels: 3 nos Made of 4mm Thick (±1mm) Pre-laminated MDF. Bottom Panels: 3 nos Made of 16mm Thick (±1mm) Pre-laminated Particle Board. Top Hinged Door Panel: 440 x 1150. Made of 17mm Thick (±1mm) Particle Board. Glass Door Panel: 440 x 1150. Made of 17mm Thick (±1mm) Particle Board frame with tempered glass. Bottom Hinged Door Panel: 440 x 766. Made of 17mm Thick (±1mm) Pre-laminated Particle board. Shelf 3 nos Made of 22mm Thick (±1mm) Pre-laminated Particle Board. Partition Panels: 1978 x 390. Made of 16mm Thick (±1mm) Pre-laminated Particle Board. Surface Finish (Side Panels/Doors): Veneer Face, coated with Clear lacquer. Surface Finish (All other panels) Pre-laminated. All thickness edges are edge banded with matching lipping. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.	1	Each	93012	109754	109754	



3	ACEO Room	Providing and placing of High Back Executive Chair. Seat: The cushioned seat is made of injection moulded plastic outer and inner. Plastic inner is upholstered with pure leather and moulded high resilience polyurethane foam, Seat size: 476mm W x 492mm D. Back: The back is cushioned and made up of PU foam with insitu moulded MS ERW round tube of size, upholstered with pure leather. Back size: 475mm W x 770mm D. Armrest: The armrest top is moulded from polyurethane, upholstered with pure leather and mounted on ot a drop lift adjustable type tubular armrest support made up of MS ERW tube having chrome plated finish. The armrest hieght adjustable upto 65mm in 5 steps. The adjustable tilting mechanism shall be designed with the following features : 360° revolving type, front-pivot for tilt with feet resting on ground and contionuous lumbar support ensuring more comfort, Tilt tension adjustment can be operated in seating position, 5-position tilt limiter giving options of variable tilt angle to the chair, seat/backtilting ratio 1:2, the mechanism housing is made up of HPDC aluminium black powder coated. Seat Depth Adjustment: Seat depth adjustment is integrated in the seat through a sliding mechanism. Seat depth adjustment range is 60mm. Adjustable Back Support: Back frame is connected to the up/down mechanism housed in plastic T spine. It can be adjusted in the range of 74mm for the comfortable back support to suit individual need. Height Adjusment: The pneumatic height adjustment has an adjustment stroke of 100mm. Pedestal: The pedestal is high pressure die cast polished aluminium and fitted with 5 nos. twin wheel castors. The pedestal is 650mm pitch centre dia. Twin Wheel Castors: 5 nos. twin wheel castors are injection moulded in plastic having 60mm wheel diameter and assembled to pedestal. Product Certification: Greenguard(UL), IAQ Gold, BIFMA Lvl 2, Green Pro certified. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.	1	Each	41157	48565	48565	
4	ACEO Room	Providing and placing of Visitor Chair. Overall size of chair: 600mm (W) X 640mm (D) X 980mm (H) and seat height (SH) is 460mm. Seat: The cushioned seat is made of injection moulded plastic outer and inner. Plastic inner is upholstered with pure leather and moulded high resilience polyurethane foam, Seat size: 476mm W x 492mm D. Back: The back is cushioned and made up of PU foam with insitu moulded MS ERW round tube of size, upholstered with pure leather. Visitor Tubular frame: The tubular frame is cantilever type & made of 02.54±0.03 cm x 0.2±0.016 cm thk S.S 202 tube. The back connected to frame through chrome plated high pressure die cast connector piece. Product Certification: Greenguard(UL), IAQ Gold, BIFMA Lvl 2, Green Pro certified. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.	4	Each	29321	34599	138396	
5	ACEO Room	Providing and placing of 2 Seater Sofa. Size: 1460mm (W) X 905mm (D) X 855mm (H), Seat Height: 450mm, Seat Foam: The seat is made up of PU foam with an additional top layer of supersoft PU foam, upholstered with fabric or leatherette, Back Foam: The back is made up of PU foam with two additional top layer of supersoft foam, upholstered with fabric or leatherette, Understructure: Understructure is made up of 12mm thick hot pressed plywood [moisture resistance & Termite proof as per IS: 303] & pinewood of cross sections devoid of major knots & surface defects, 6 nos. per seat & 3.8mm dia zigzag spring assembly is mounted over understructure for cushioning purpose, Leg: It is a welded assembly made in Stainless steel tube & plate with plastic endcap. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.	2	Each	32826	38735	77470	




6	ACEO Room	Providing and placing of Centre Table. The top is made of 10mm thick black tinted Toughened glass UV glued with bushes made in 202 grade for fixing with understructure. Understructure: It is a welded assembly made in SS202 grade having dia. 12+/-0.04 as per IS:1762. Overall Size of Table: 1120mm (W) X 600mm (D) X 349mm (H). Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.	1	Each	12760	15057	15057	
7	ACEO Room	Providing and placing of Corner Table. The top is made of 10mm thick black tinted Toughened glass UV glued with bushes made in 202 grade for fixing with understructure. Understructure: It is a welded assembly made in SS202 grade having dia. 12+/-0.04 as per IS:1762. Overall Size of Table: 600mm (W) X 600mm (D) X 349mm (H). Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.	1	Each	8478	10004	10004	
8	OSD & Steno Room	Providing and placing of Executive Table. Overall size: 1350mm (W) X 750mm (D) X 750mm (H). The top panel is made from 25 ±0.5 mm THK Pre Laminated Boards as per IS-12823 with 2 mm Thick PVC beading on all sides and side panel is made from 18 ±0.5 mm THK Pre Laminated Boards as per IS-12823 with 0.8 mm PVC beading on all sides. Modesty 1 & 2 panel is made from 18 ±0.5 mm THK Pre Laminated Boards as per IS-12823 with 0.8 mm Thick PVC beading on all edges. Pedestal: The size of pedestal is 390mm (W) X 435mm (D) X 520mm (H) and the Wooden panel is made from 18±0.5 mm THK Pre Laminated Boards as per IS-12823 with PVC beading on all sides. The panel is made from 9 ±0.5 mm THK Pre Laminated Board. Certification: The company should be ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.	2	Each	31727	37438	74876	
9	OSD & Steno Room	Providing and placing of Mid Back Revolving Chair. The seat are made up of 1.2cm. thick hot-pressed plywood. The back is made of injection moulded glass filled nylon and upholstred using net fabric. BACK SIZE : 450 mm (W) x 653 mm (H), SEAT SIZE : 470 mm. (W) x 495 mm. (D), Overall Height- 1140mm-1282mm, Seat Height- 440mm-540mm. The Polyurethane foam is moulded with density = 55 +/-2 kg/m ³ and Hardness = 16 +/- 2 at 25% compression. The armrests are up-down adjustable of 8.5 +/- 0.5 cm. Armrest top has an integrated layer of thermoplastic elastomer. The mechanism is designed with the following features: ·360 revolving type. ·Upright position locking. ·Tilt tension adjustment. The pneumatic height adjustment has an adjustment stroke of 10.0 cm. The pedestal is injection moulded in black 30% glass-filled Nylon and fitted with 5 nos. twin wheel castors. The pedestal is 66.0cm pitch-center dia. (76.0 cm with castors.) The twin wheel castors are injection moulded in Black Nylon. Product Certification: Greenguard(UL), IAQ Gold, BIFMA Lvl 2, Green Pro certified. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.	2	Each	10888	12848	25696	





10	OSD & Steno Room	Providing and placing of Storage Unit with a width of 500mm and depth of 500mm (520mm including door) and Ht. 2025mm(including 45mm leveler). The construction shall be aesthetically appealing completely knock down construction. Legs shall be fitted with screw type leveler and material shall be from combination of CRCA 0.5 mm & 0.8 mm . The shelving shall be height wise adjustable shelf mounting , each full shelf shall have a load capacity of 40 kg UDL max. and 4 nos. of full adjustable shelves. A4 size box file(85 W x 285 D x 345 H mm) can be stored vertically on all five loading levels. Finish shall be epoxy powder coated to the thickness of 50 microns(+/-10). The doors shall be 20mm in thickness and made from combination of CRCA 0.5 mm & 0.8 mm thickness. Steel Hinged Door with shelf closing hinges. The handle shall be aesthetically appealing, Ergonomic, Made of Aluminium. The locking shall be 3 way and Finish shall be Epoxy Powder coated to the thickness of 50 microns. Product Certification: IAQ Gold, Greenguard(UL) certified. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.	2	Each	17351	20474	40948	
11	JE Room	Providing and placing of Executive Table. Overall size: 1350mm (W) X 750mm (D) X 750mm (H). The top panel is made from 25 ±0.5 mm THK Pre Laminated Boards as per IS-12823 with 2 mm Thick PVC beading on all sides and side panel is made from 18 ±0.5 mm THK Pre Laminated Boards as per IS-12823 with 0.8 mm PVC beading on all sides. Modesty 1 & 2 panel is made from 18 ±0.5 mm THK Pre Laminated Boards as per IS-12823 with 0.8 mm Thick PVC beading on all edges. Pedestal: The size of pedestal is 390mm (W) X 435mm (D) X 520mm (H) and the Wooden panel is made from 18±0.5 mm THK Pre Laminated Boards as per IS-12823 with PVC beading on all sides. The panel is made from 9 ±0.5 mm THK Pre Laminated Board. Certification: The company should be ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.	4	Each	31727	37438	149752	
12	JE Room	Providing and placing of High Back Revolving Chair with headrest. The seat are made up of 1.2cm. thick hot-pressed plywood. The back is made of injection moulded glass filled nylon and upholstred using net fabric. BACK SIZE : 450 mm (W) x 650 mm (H), SEAT SIZE : 470 mm. (W) x 495 mm. (D), Overall Height- 1140mm-1282mm, Seat Height- 440mm-540mm. The Polyurethane foam is moulded with density = 55 +/-2 kg/m 3 and Hardness = 16 +/- 2 at 25% compression. The armrests are up-down adjustable of 8.5 +/- 0.5 cm. Armrest top has an integrated layer of thermoplastic elastomer. The mechanism is designed with the following features: ·360 revolving type. ·Upright position locking. ·Tilt tension adjustment. The pneumatic height adjustment has an adjustment stroke of 10.0 cm. The pedestal is injection moulded in black 30% glass-filled Nylon and fitted with 5 nos. twin wheel castors. The pedestal is 66.0cm pitch-center dia. (76.0 cm with castors.) The twin wheel castors are injection moulded in Black Nylon. Product Certification: Greenguard(UL), IAQ Gold, BIFMA Lvl 2, Green Pro certified. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.	4	Each	11853	13987	55948	



13	EEC Room	Providing and placing of Executive table with ERU. Overall size of table: 1650mm (W) X 750mm (D) X 750mm (H) and Size of ERU: 900mm(W) X 500mm(D) X 750mm(H). The table is made of 25 mm thick MDF – one side pre-laminate board confirming to IS-14587:1998 with 0.4 mm PVC membrane pressed on to top. Soft closing access flap within-build power box are provided on work surface for wire management. The ERU top is made of 25 mm thick MDF one side pre-laminate board confirming to IS-14587:1998 with 0.4mm PVC membrane pressed on to top. The modesty panel of table is made of 25 mm thick MDF one side pre-laminate board confirming to IS-14587:1998 with 0.4mm PVC membrane pressed on to top. The understructure is made of 25 mm thick Pre-laminated twin board of E1-P2 grade and approved shade confirming to IS-12823:1990, edge banded with matching 2 mm thick PVC lipping. The pedestal is made of 25 mm thick Pre-laminated twin board of E1-P2 grade and approved shade confirming to IS-12823:1990, edge banded with matching 2 mm thick PVC lipping. Handles are provided for ease of opening. Pedestals are provided with lock for security. Certification: The product should be Greenguard, , IAQ Gold, Greenpro certified and the company should be ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.	1	Each	62401	73633	73633	
14	EEC Room	Providing and placing of High Back Executive Chair, Size: 761mm (W) X 761mm (D) X 1127mm-1302mm (H), Seat: The Cushioned Seat is made of injection molded plastic outer & inner, plastic inner is upholstered with leatherette and moulded High Resilience (HR) Polyurethane foam, Back: The Cushioned back is made of PU foam with insitu molded MS E.R.W. Round Tube, and it upholstered with Leatherette, Armrests of Chair: The Armrests top is moulded from polyurethane (PU) and mounted on to a drop lift adjustable type tubular armrest support made of M.S.E.R.W. tube having chrome plated finish, the armrest height adjustable up to 65mm in 5 steps, Mechanism of Chair: 360 Degree revolving type chair, Front pivot for tilt with feet resting on ground and continuous lumbar support ensuring more comfort, Tilt tension adjustment can be operated in seating position, 5-position Tilt limiter giving option of variable tilt angle to the chair, Seat/ Back tilting ratio of 1:2, The mechanism housing is made up of HPDC aluminium black powder coated. Seat depth adjustment is integrated in the seat through a sliding mechanism. Seat depth adjustment range is of 60mm. Back frame is connected to the up/down mechanism in plastic T spine. It can be adjusted in the range of 7.42±0.5 comfort the comfortable back support to suit individual need. The pneumatic height adjustment has an adjustment stroke of 100mm. The pedestal of Chair is high pressure die cast polished aluminium & fitted with 5 nos. of twin wheel castors. The pedestal is 650mm pitch centre dia. 5 nos. of twin wheel castors are injection molded in plastic having 60mm wheel diameter and assembled to pedestal. Product Certification: Greenguard(UL), IAQ Gold, BIFMA Lvl 2, Green Pro. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.	2	Each	20820	24568	49136	


15	EEC Room	Providing and placing of Visitor Chair. Overall size of chair: 600mm (W) X 640mm (D) X 980mm (H) and seat height (SH) is 440mm, Seat: The Cushioned Seat is made of injection molded plastic outer & inner, plastic inner is upholstered with leatherette and moulded High Resilience (HR) Polyurethane foam, Back: The Cushioned back is made of PU foam with insitu molded MS E.R.W. Round Tube, and it upholstered with Leatherette. Visitor Tubular frame: The tubular frame is cantilever type & made of 02.54±0.03 cm x 0.2±0.016 cm thk S.S 202 tube. The back connected to frame through chrome plated high pressure die cast connector piece. Product Certification: Greenguard(UL), IAQ Gold, BIFMA Lvl 2, Green Pro. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.	4	Each	17327	20446	81784	
16	AE Room	Providing and placing of Executive table with ERU & pedestal. Overall size: 1200mm (W) X 600mm (D) X 750mm (H) and the size of ERU is 900mm (W) X 450mm (D) X 750mm (H). The top panel is made from 25 ±0.5 mm THK Pre Laminated Boards as per IS-12823 with 2 mm Thick PVC beading on all sides and side panel is made from 18 ±0.5 mm THK Pre Laminated Boards as per IS-12823 with 0.8 mm PVC beading on all sides. Modesty 1 & 2 panel is made from 18 ±0.5 mm THK Pre Laminated Boards as per IS-12823 with 0.8 mm Thick PVC beading on all edges. Pedestal: The size of pedestal is 390mm (W) X 435mm (D) X 520mm (H) and the Wooden panel is made from 18±0.5 mm THK Pre Laminated Boards as per IS-12823 with PVC beading on all sides. The panel is made from 9 ±0.5 mm THK Pre Laminated Board. Certification: The company should be ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.	2	Each	33338	39339	78678	
17	AE Room	Providing and placing of High Back Executive Chair, Size: 761mm (W) X 761mm (D) X 1127mm-1302mm (H), Seat: The Cushioned Seat is made of injection molded plastic outer & inner, plastic inner is upholstered with leatherette and moulded High Resilience (HR) Polyurethane foam, Back: The Cushioned back is made of PU foam with insitu molded MS E.R.W. Round Tube, and it upholstered with Leatherette, Armrests of Chair: The Armrests top is moulded from polyurethane (PU) and mounted on to a drop lift adjustable type tubular armrest support made of M.S.E.R.W. tube having chrome plated finish, the armrest height adjustable up to 65mm in 5 steps, Mechanism of Chair: 360 Degree revolving type chair, Front pivot for tilt with feet resting on ground and continuous lumbar support ensuring more comfort, Tilt tension adjustment can be operated in seating position, 5-position Tilt limiter giving option of variable tilt angle to the chair, Seat/ Back tilting ratio of 1:2, The mechanism housing is made up of HPDC aluminium black powder coated. Seat depth adjustment is integrated in the seat through a sliding mechanism. Seat depth adjustment range is of 60mm. Back frame is connected to the up/down mechanism in plastic T spine. It can be adjusted in the range of 7.42±0.5 comfort the comfortable back support to suit individual need. The pneumatic height adjustment has an adjustment stroke of 100mm. The pedestal of Chair is high pressure die cast polished aluminium & fitted with 5 nos. of twin wheel castors. The pedestal is 650mm pitch centre dia. 5 nos. of twin wheel castors are injection molded in plastic having 60mm wheel diameter and assembled to pedestal. Product Certification: Greenguard(UL), IAQ Gold, BIFMA Lvl 2, Green Pro. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.	2	Each	20820	24568	49136	

18	AE Room	Providing and placing of Visitor Chair. Overall size of chair: 600mm (W) X 640mm (D) X 980mm (H) and seat height (SH) is 440mm, Seat: The Cushioned Seat is made of injection molded plastic outer & inner, plastic inner is upholstered with leatherette and moulded High Resilience (HR) Polyurethane foam, Back: The Cushioned back is made of PU foam with insitu molded MS E.R.W. Round Tube, and it upholstered with Leatherette. Visitor Tubular frame: The tubular frame is cantilever type & made of 02.54±0.03 cm x 0.2±0.016 cm thk S.S 202 tube. The back connected to frame through chrome plated high pressure die cast connector piece. Product Certification: Greenguard(UL), IAQ Gold, BIFMA Lvl 2, Green Pro. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.	4	Each	17327	20446	81784	
19	EE Room	Providing and placing of Executive table with ERU. Overall size of table: 1800mm (W) X 900mm (D) X 750mm (H) and Size of ERU: 1200mm(W) X 500mm(D) X 750mm(H). The table is made of 25 mm thick MDF – one side pre-laminate board confirming to IS-14587:1998 with 0.4 mm PVC membrane pressed on to top. Soft closing access flap within-build power box are provided on work surface for wire management. The ERU top is made of 25 mm thick MDF one side pre-laminate board confirming to IS-14587:1998 with 0.4mm PVC membrane pressed on to top. The modesty panel of table is made of 25 mm thick MDF one side pre-laminate board confirming to IS-14587:1998 with 0.4mm PVC membrane pressed on to top. The understructure is made of 25 mm thick Pre-laminated twin board of E1-P2 grade and approved shade confirming to IS-12823:1990, edge banded with matching 2 mm thick PVC lipping. The pedestal is made of 25 mm thick Pre-laminated twin board of E1-P2 grade and approved shade confirming to IS-12823:1990, edge banded with matching 2 mm thick PVC lipping. Handles are provided for ease of opening. Pedestals are provided with lock for security. Certification: The product should be Greenguard, , IAQ Gold, Greenpro certified and the company should be ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.	1	Each	82775	97675	97675	

20	EE Room	Providing and placing of High Back Executive Chair, Size: 761mm (W) X 761mm (D) X 1127mm-1302mm (H), Seat: The Cushioned Seat is made of injection molded plastic outer & inner, plastic inner is upholstered with leatherette and moulded High Resilience (HR) Polyurethane foam, Back: The Cushioned back is made of PU foam with insitu molded MS E.R.W. Round Tube, and it upholstered with Leatherette, Armrests of Chair: The Armrests top is moulded from polyurethane (PU) and mounted on to a drop lift adjustable type tubular armrest support made of M.S.E.R.W. tube having chrome plated finish, the armrest height adjustable up to 65mm in 5 steps, Mechanism of Chair: 360 Degree revolving type chair, Front pivot for tilt with feet resting on ground and continuous lumbar support ensuring more comfort, Tilt tension adjustment can be operated in seating position, 5-position Tilt limiter giving option of variable tilt angle to the chair, Seat/ Back tilting ratio of 1:2, The mechanism housing is made up of HPDC aluminium black powder coated. Seat depth adjustment is integrated in the seat through a sliding mechanism. Seat depth adjustment range is of 60mm. Back frame is connected to the up/down mechanism in plastic T spine. It can be adjusted in the range of 7.42±0.5 comfort the comfortable back support to suit individual need. The pneumatic height adjustment has an adjustment stroke of 100mm. The pedestal of Chair is high pressure die cast polished aluminium & fitted with 5 nos. of twin wheel castors. The pedestal is 650mm pitch centre dia. 5 nos. of twin wheel castors are injection molded in plastic having 60mm wheel diameter and assembled to pedestal. Product Certification: Greenguard(UL), IAQ Gold, BIFMA Lvl 2, Green Pro. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.	1	Each	20820	24568	24568	
21	EE Room	Providing and placing of Visitor Chair. Overall size of chair: 600mm (W) X 640mm (D) X 980mm (H) and seat height (SH) is 440mm, Seat: The Cushioned Seat is made of injection molded plastic outer & inner, plastic inner is upholstered with leatherette and moulded High Resilience (HR) Polyurethane foam, Back: The Cushioned back is made of PU foam with insitu molded MS E.R.W. Round Tube, and it upholstered with Leatherette. Visitor Tubular frame: The tubular frame is cantilever type & made of 02.54±0.03 cm x 0.2±0.016 cm thk S.S 202 tube. The back connected to frame through chrome plated high pressure die cast connector piece. Product Certification: Greenguard(UL), IAQ Gold, BIFMA Lvl 2, Green Pro. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.	2	Each	14684	17327	34654	
22	EE Room	Providing and placing of Storage Unit with a width of 500mm and depth of 500mm (520mm including door) and Ht. 2025mm(including 45mm leveler). The construction shall be aesthetically appealing completely knock down construction. Legs shall be fitted with screw type leveler and material shall be from combination of CRCA 0.5 mm & 0.8 mm . The shelving shall be height wise adjustable shelf mounting , each full shelf shall have a load capacity of 40 kg UDL max. and 4 nos. of full adjustable shelves. A4 size box file(85 W x 285 D x 345 H mm) can be stored vertically on all five loading levels. Finish shall be epoxy powder coated to the thickness of 50 microns(+/-10). The doors shall be 20mm in thickness and made from combination of CRCA 0.5 mm & 0.8 mm thickness. Steel Hinged Door with shelf closing hinges. The handle shall be aesthetically appealing, Ergonomic, Made of Aluminium. The locking shall be 3 way and Finish shall be Epoxy Powder coated to the thickness of 50 microns. Product Certification: IAQ Gold, Greenguard(UL) certified. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.	2	Each	17351	20474	40948	

23	EE Room	Providing and placing of 2 Seater Sofa. Size: 1460mm (W) X 905mm (D) X 855mm (H), Seat Height: 450mm, Seat Foam: The seat is made up of PU foam with an additional top layer of supersoft PU foam, upholstered with fabric or leatherette, Back Foam: The back is made up of PU foam with two additional top layer of supersoft foam, upholstered with fabric or leatherette, Understructure: Understructure is made up of 12mm thick hot pressed plywood [moisture resistance & Termite proof as per IS: 303] & pinewood of cross sections devoid of major knots & surface defects, 6 nos. per seat & 3.8mm dia zigzag spring assembly is mounted over understructure for cushioning purpose, Leg: It is a welded assembly made in Stainless steel tube & plate with plastic endcap. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.	1	Each	32826	38735	38735	
24	EE Room	Providing and placing of Corner Table. The top is made of 10mm thick black tinted Toughened glass UV glued with bushes made in 202 grade for fixing with understructure. Understructure: It is a welded assembly made in SS202 grade having dia. 12+/-0.04 as per IS:1762. Overall Size of Table: 600mm (W) X 600mm (D) X 349mm (H). Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.	1	Each	8478	10004	10004	
25	Workstation Area	Providing and placing of Metal Frame Table. Overall Size: 1365mm W X 680mm D x 735mm H. Worksurface: The panels are made from 18 +/- 0.5mm thk Pre-laminated boards as per with 2mm thick PVC edge banding on all sides. Tubular Frame: Dia. 25.4 +/- 0.3mm x 1.2 +/- 0.096 mm thk MS ERW Tube. 3 Storage Drawers on both sides with 0.6mm thk CRCA as per IS-513 for shell and Drawer front and 0.5mm thk CRCA for Drawer Tray & back. Lock & Handles: Cam Lock and Plastic Handles. Product Certification: Greenguard(UL), IAQ Gold, Green Pro certified. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.	8	Each	23945	28255	226040	
26	Workstation Area	Providing and placing of High Back Revolving Chair with headrest. The seat are made up of 1.2cm. thick hot-pressed plywood. The back is made of injection moulded glass filled nylon and upholstred using net fabric. BACK SIZE : 450 mm (W) x 650 mm (H), SEAT SIZE : 470 mm. (W) x 495 mm. (D), Overall Height- 1140mm-1282mm, Seat Height- 440mm-540mm. The Polyurethane foam is moulded with density = 55 +/-2 kg/m 3 and Hardness = 16 +/- 2 at 25% compression. The armrests are up-down adjustable of 8.5 +/- 0.5 cm. Armrest top has an integrated layer of thermoplastic elastomer. The mechanism is designed with the following features: ·360 revolving type. ·Upright position locking. ·Tilt tension adjustment. The pneumatic height adjustment has an adjustment stroke of 10.0 cm. The pedestal is injection moulded in black 30% glass-filled Nylon and fitted with 5 nos. twin wheel castors. The pedestal is 66.0cm pitch-center dia. (76.0 cm with castors.) The twin wheel castors are injection moulded in Black Nylon. Product Certification: Greenguard(UL), IAQ Gold, BIFMA Lvl 2, Green Pro certified. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.	8	Each	11853	13987	111896	

27	Workstation Area	<p>Providing and placing of Storage LFC- 3 Drawer. Overall Size: 1072mm W x 1200mm H X 460mm D. CONSTRUCTION & MATERIAL: Construction is a knockdown construction of 25mm thk and 18mm thk Pre-Laminated boards with metal cladding of 0.8mm thk C.R.C.A (as per IS:513) from outside. Side metal cladding is coated with Epoxy polyester powder of 50±10 microns thickness. Top: Storage units are provided with 11mm thk bent metal tops made of 0.8mm thk C.R.C.A (as per IS:513). The metal tops are coated with Epoxy polyester powder of 50±10 microns thickness. DRAWER FRONT: Drawer Fronts are made of 18mm thk Pre-laminated boards with decorative laminate on one side and backing laminate on the other side. HANDLE: Aesthetically appealing recessed handles of Aluminium extrusion are provided for easy opening and closing. LOCKING MECHANISM: Lock with shooting bolt arrangement. LEVELER: Screw type adjustable leveler with plastic base provides vertical adjustment for floor unevenness and leveling of units. BACK PANELS: BACK panels are made of 18mm thick Pre-Laminated boards with options of Decorative laminate as well as Fabric finishes. Storage units consist of split back top panel and split back bottom panel separated by an Aluminium extrusion. DRAWER SPECIFICATIONS: Drawers are mounted through High quality full extension precision ball slides for smooth movement. File Hangers (Front & back file hanger- Imo. each/drawer)are provided for anchoring Ezee files in side to side-Lateral direction. Anti-tipping safety arrangement is provided to ensure that when one drawer is opened for use, it does not allow other drawers to be opened. Anti-rebound mechanism in slides prevents drawer from coming out again after it is pushed in. Uniformly distributed load capacity per drawer (tested as per BIFMA standard). Product Certification: Greenguard (UL), IAQ Gold, Green Pro certified. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.</p>	8	Each	37167	43857	350856	
28	Conference Room	<p>Providing and placing in position 18 Seater Conference Table consists of 2 no. of Head Module unit of size- 1800mm W x 850mm D, 4 nos. of 2-seater unit of size (Each)- 1350mm W x 600mm D and 2 nos. of 2-seater unit of size (Each)- 675mm W x 600mm D. Work Top of Table: Made of 36mm thick MDF-one side pre-laminate board conforming to IS-14587:1998 with 0.4mm PVC membrane pressed on to top and having chamfered edge. Plastic ABS access flap is provided for easy access to wires and cables. Understructure of Table: The Under-structure consists of mixture of 25mm and 18mm Pre-laminated twin board of E1-P2 grade and approved shade conforming to IS-12823:1990, Edge banded with matching 2 mm thick PVC lipping. Aluminium alloy 63400 - WP profile is used for connecting panels together. Modesty Panel of Table: Made of 18mm Thick Pre-laminated twin board of E1-P2 grade and approved shade conforming to IS-12823:1990, Edge banded with matching 2 mm thick PVC lipping. Powder coated accent metal strip provided below work surface to enhance aesthetics. It is made of 0.8mm CRCA as per IS 513,epoxy polyester powder coated (DFT 40-60 microns). Wire Management: An array of panels made of 0.8mm CRCA MS IS: 513, epoxy polyester powder coated is used for flow of wires and cables, provision to mount Anchor Roma 6 module plate is provided below worktop, Cutout on top with two piece injection moulded plastic part polymer component is fitted to pull out audio, video cables onto worktop and connect device charger to power socket below worktop. Product Certification: Green Pro, Greenguard(UL), IAQ Gold certified. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.</p>	1	Each	222712	262800	262800	

29	Conference Room	<p>Providing and placing of Mid Back Chair for conference table. Size: 761mm (W) X 761mm (D) X 1127mm- 1302mm (H), Seat: The Cushioned Seat is made of injection molded plastic outer & inner, plastic inner is upholstered with leatherette and moulded High Resilience (HR) Polyurethane foam, Back: The Cushioned back is made of PU foam with insitu molded MS E.R.W. Round Tube, and it upholstered with Leatherette, Armrests of Chair: The Armrests top is moulded from polyurethane (PU) and mounted on to a drop lift adjustable type tubular armrest support made of M.S.E.R.W. tube having chrome plated finish, the armrest height adjustable up to 65mm in 5 steps, Mechanism of Chair: 360 Degree revolving type chair, Front pivot for tilt with feet resting on ground and continuous lumbar support ensuring more comfort, Tilt tension adjustment can be operated in seating position, 5-position Tilt limiter giving option of variable tilt angle to the chair, Seat/ Back tilting ratio of 1:2, The mechanism housing is made up of HPDC aluminium black powder coated. Seat depth adjustment is integrated in the seat through a sliding mechanism. Seat depth adjustment range is of 60mm. Back frame is connected to the up/down mechanism in plastic T spine. It can be adjusted in the range of 7.42±0.5 comfort the comfortable back support to suit individual need. The pneumatic height adjustment has an adjustment stroke of 100mm. The pedestal of Chair is high pressure die cast polished aluminium & fitted with 5 nos. of twin wheel castors. The pedestal is 650mm pitch centre dia. 5 nos. of twin wheel castors are injection molded in plastic having 60mm wheel diameter and assembled to pedestal. Product Certification: Greenguard(UL), IAQ Gold, , BIFMA Lvl 2, Green Pro certified. Company Certification: ISO-9001, 14001, 45001, 50001, Greenguard(UL), BIFMA and AIOTA certified. The item should be as per certifications and specifications as per the direction of Engineer-In-Charge.</p>	18	Each	19431	22929	412722	
		Sub-Total (I) @ 18 % GST					2928008	

Section – VII Drawings

