



कृषि एवं प्रसंस्कृत खाद्य उत्पाद निर्यात विकास प्राधिकरण  
(वाणिज्य एवं उद्योग मंत्रालय, भारत सरकार)

**Agricultural and Processed Food Products Export Development Authority**

**Ministry of Commerce & Industry Government of India**

TECHNO - COMMERCIAL BID

GENERAL CONDITIONS OF CONTRACT & SPECIAL CONDITIONS OF CONTRACT

TENDER NO: APEDA/GHY/01

**Name of work:** The Interior Development of New Office Premises at Housefed Complex,  
Guwahati for APEDA

**Issued To:**

[Type here]

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**AGRICULTURAL AND PROCESSED FOOD PRODUCTS  
EXPORT DEVELOPMENT AUTHORITY (APEDA)**  
(MINISTRY OF COMMERCE AND INDUSTRY, GOVT. OF INDIA)  
**Ph.:**0361-2221485 [apedagwh@apeda.gov.in](mailto:apedagwh@apeda.gov.in)  
**Website:** <http://apeda.gov.in>

No: APEDA/GHY/01

Date: 25.08.2019

**PRESS NOTIFICATION**

APEDA invites tenders in two bid system from Guwahati based Contractors covered under eligibility criterion of the tender notice of appropriate class for interior work of new office premises for APEDA at Guwahati.

**Name of Work:** INTERIOR DEVELOPMENT OF NEW OFFICE PREMISES FOR APEDA AT HOUSEFED COMPLEX, GUWAHATI, ASSAM

**Estimated Cost:** Rs. 1.30 Crores

**Earnest Money:** Rs. 2.60 Lakhs

**Time of completion:** Six months

The tender forms and other detailed documents can be obtained from the Regional Office of the Asstt. General Manager, Agricultural and Processed Food Products Export Development Authority (APEDA), 4<sup>th</sup> Floor, West Block, Housefed complex, Beltola- Basistha Road, Guwahati-06, Assam on payment of Rs. 5,000/- by D.D in favour of APEDA, Payable at Guwahati till 16.09.2019. The last date for submission of bid would be 26.09.2019.

Details may also be obtained from the website [www.apeda.gov.in](http://www.apeda.gov.in)

Asstt. General Manager  
APEDA, 4<sup>th</sup> floor, West Block,  
Housefed Complex, Beltola-Basistha Road, Guwahati-06, Assam

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Ph.:0361-2221485 [apedagwh@apeda.gov.in](mailto:apedagwh@apeda.gov.in)

Website: <http://apeda.gov.in>

No: APEDA/GHY/01

Date: 25.08.2019

**CPP Portal Tender ID: 2019\_APEDA\_469412**

**TENDER NOTICE**

Sealed item rate tenders in two bid system are invited from approved contractors of appropriate Class of MES/MSME/CPWD/State PWDs/Public Undertakings/Railways and Govt. Sector Construction Agencies for the following works: -

Sl. No	Name of Work	Cost of Tender	Estimated Cost	Earnest Money	Time allowed
1	Interior development of new office premises for APEDA at Housefed complex, Guwahati, Assam.	Rs. 5000/-	Rs. 130,28,000/-	Rs. 2,60,560/-	30 days

Tender documents including contract conditions and schedule of work may be downloaded by the interested contractors who wish to participate from the website [www.apeda.gov.in](http://www.apeda.gov.in) from 10.00 a.m. on 26.08.2019. The contractor would be required to deposit EMD in requisite mode and cost of tender along with the Techno-commercial bid. The layout plan of the work to be executed shall be attached with the tender document for reference. Any further detail required by the contractor may be collected from the regional office of the Assistant General Manager (APEDA), APEDA, 4th floor, West Block, Housefed Complex, Beltola-Basistha Road, Guwahati-06, Assam. The tenders shall be submitted at 3.00 p.m. on or before 26.09.2019 will be opened in the presence of tenderers on 30.09.2019 at 3.30 P.M.

## **BID EVALUATION CRITERIA**

### **ELIGIBILITY CRITERIA:**

Contractors who wish to participate should qualify the following eligibility parameters for quoting the rates:

1. Contractor should be registered in appropriate class of MES/MSME/CPWD/State PWDs/Public Undertakings/Railways and Govt. Sector construction agencies.
2. Contractor should have completed the similar nature of work such as wooden partition work, work stations, False ceiling, electrification, flooring, painting, civil repair and rehabilitation works etc. during the last seven years ending last day of the month previous to the one in which tenders are invited in the concerned Govt. Department/Public Undertaking/Public or Private institutions, hospitals, office premises and completion certificate enclosed as per the following requirements-
  - a) Three works costing not less than 40% of the estimated cost
  - b) Two works costing not less than 50% of the estimated cost
  - c) One work costing not less than 80% of the estimated cost
3. Contractor must have a minimum annual financial turnover of Rs. 50,00,000/- during the last three financial years ending 31<sup>st</sup> March of the previous financial year in which tenders are invited.

Note:

- *The tender is liable to be summarily rejected and EMD forfeited in case of credential of the contractors in regard to Registration and experiences etc. are found to be false. The bidder who takes exception to any of the conditions / clauses of the Tender document shall be disqualified.*

*Tender box shall be available for dropping of physical documents and the Tender in sealed cover super scribing the name of the work should reach the office of the Assistant General Manager (APEDA), APEDA, 4th floor, West Block, Housefed Complex, Beltola-Basistha Road, Guwahati-06, Assam. Guwahati on the above address on or before 26.09.2019 **up to 3.00 p.m.** and the same will be opened on 30.09.2019 at 3.30 p.m. in the presence of tenderers who may wish to be present.*

- *Tenders not accompanied by the Earnest Money Deposit and Tender fee (also for working contractors) in the form of FDR/Demand Draft/Deposit at call Receipt shall be summarily rejected.*
- *The cost of tender fee Rs. 5000/- is non refundable.*
- *The earnest money of Rs. 2,60,560/- is refundable, to the non qualifying bidders within 30 days.*

**(Sunita Rai)**  
**Assistant General Manager**  
**Regional Office-APEDA, Guwahati**

**AGRICULTURAL AND PROCESSED FOOD PRODUCTS  
EXPORT DEVELOPMENT AUTHORITY (APEDA)**  
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Website: <http://apeda.gov.in>

No: APEDA/GHY/01

Date:25.08.2019

CPP Portal Tender ID: 2019\_APEDA\_469412

**NOTICE INVITING TENDER**

(Herein after shall be referred to as NIT)

**Name of work:**      **The Interior Development of New Office Premises at Housefed Complex, Guwahati for APEDA**

1. **AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA)** invites Sealed Item rate tenders in two bid system from approved contractors of appropriate Class of MES/MSME/CPWD/State PWDs/Public Undertakings/Railways and Govt. Sector Construction Agencies for the above mentioned work. Detailed specification and scope of work are given in the bid documents, which are available for examination at the APEDA <http://www.apeda.gov.in>.

2.

2.1	<b>Tender No. and Date</b>	<b>APEDA/GHY/01 Dated 25.08.2019</b>
2.2	Type of tender	Open Two Bid tender.
2.3	Tender Notification Date	25.08.2019
2.4	Cost of tender document (Tender Fee)	<b>Rs. 5000/-</b> (The Government Dept. are exempted from payment of tender fee).
2.5	Estimated Project Cost	<b>Rs. 130,28,000/-</b>
2.6	Earnest Money Deposit (EMD)	2% of the estimated cost i.e. <b>Rs. 2,60,560/-</b>
2.7	Duration of Contract	<b>6</b> (Six) Months
2.8	Site Location	Guwahati, Dist.: Kamrup, Assam
2.9	Start date & time of participation in <a href="http://www.apeda.gov.in">http://www.apeda.gov.in</a>	26.08.2019 From 1000 Hours
2.10	Last date & time of tender download in <a href="http://www.apeda.gov.in">http://www.apeda.gov.in</a>	16.09.2019 up to 1500 Hours
2.11	Last date and time of receipt of bids	<b>26.09.2019</b> up to 1500 Hours.
2.12	Date, time and place of opening of Un-priced techno commercial bid	<b>30.09.2019</b> at 1530 Hours at the address mentioned at para 2(f) of this NIT.
2.13	Date, time and place of opening of financial bids for qualifying bidders	<b>09.10.2019</b> at 1500 Hours at the address mentioned at para 2(f) of this NIT.
2.14	Date, time and place of opening of Pre-Bid Meeting	<b>30.08.2019</b> at 1500 Hours at the address mentioned at para 2(f) of this NIT.
2.15	Performance Security	5% OF THE CONTRACT VALUE
2.16	Security Deposit	10% of each running bill to a maximum of 5% of the contract value.

[Type here]

### **INFORMATION AND INSTRUCTIONS TO TENDERER**

- a) Tender documents shall include contract conditions and schedule of work. The layout plan of the work to be executed shall be attached with the tender document for reference.
- b) Issuance of bid document to any bidder shall not construe that such bidder is considered qualified. Bidder should qualify as per Bid Evaluation Criteria (BEC) as given in Tender document.
- c) Authenticity of the submitted documents is the responsibility of the bidder.
- d) **EMD:** The contractor would be required to deposit EMD in requisite mode and cost of tender along with the Techno-commercial bid. The Earnest Money Deposit (EMD) shall be of value mentioned at 2.6 above in the form of either Bank Draft/ Banker's cheque of Nationalised/ Scheduled Bank drawn in favour of APEDA payable at Guwahati and valid for 90 days from date of submission of bid or Bank Guarantee from Nationalised/ Scheduled Bank in favour of APEDA as per specimen given at Proforma-VII of Techno-Commercial Bid (Volume-I) valid for 30 days beyond the required validity of bid.
- e) **Exemption of Tender Fee:** The DGS&D/MSMEs/NSIC/SSI registered parties (Registered for Civil Contractor/ Works Contract Services only) are exempted from submission of Tender Fee and EMD amount as per the prevailing Govt. Policy. The Bidder has to submit the Notarized copy of the valid registration certificate & Affidavit-cum-declaration as per Annexure - J in support of this exemption along with tender.
- f) Address for communication and submission of physical documents:  
**Regional office of the Assistant General Manager (APEDA), APEDA, 4th floor, West Block, Housefed Complex, Beltola-Basistha Road, Guwahati-06, Assam** The tenders will be opened in the presence of tenderers who wish to be present on 30.09.2019 at 1530 HRS
3. Agreement shall be drawn with the successful tenderer on the prescribed format/form. Tenderer shall quote his rates as per various terms and conditions of the said form and it would form part of the agreement.
4. Telex/Telephonic/Fax/e-mail offers shall not be accepted.
5. The time allowed for carrying out of the work will be 6 (six) months and it shall be reckoned from 10th day of placing of the work order or from the first day of handing over the site, whichever is later in accordance with the phasing, if any, indicated in the tender documents.
6. The site of work is available to be inspected on any working day with prior permission of the Apeda Authority
7. Receipt of application for issue of tender forms will be stopped by 1500 HRS on 16.09.2019 i.e. 14 Days before the date fixed for opening of technical bids. After the tender documents are down loaded by the interested parties from the websites as mentioned in the Tender Notice, the tenderers are also required to strictly observe the conditions as stipulated in the Tender Notice.
8. Tender documents consisting of contract conditions, schedule of quantities, Plan Specifications etc. of the various items of the work to be done along with terms and conditions of the contract to be complied with by the contractor whose tenders may be accepted and other necessary documents, can be seen by him/ them in the office of the Assistant General Manager APEDA, 4th floor, West Block, Housefed Complex, Beltola-Basistha Road, Guwahati-06, Assam between 11.00 a.m. to 4.00 p.m. on every working day except on Saturday, Sundays and Public Holidays.



9. The description of the work is as follows:-

**INTERIOR DEVELOPMENT OF NEW OFFICE PREMISES AT HOUSEFED COMPLEX, GUWAHATI**

- Copies of the drawing and documents pertaining to the works will be open for inspection by the tenderers in the office of the above mentioned officer.
- Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tender as the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender.
- A tenderer shall be deemed to have full knowledge of the site whether he/ they inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
- The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for, in the contract documents.
- Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plants etc. will be issued to him by the Authority and local conditions and other factors having a bearing on the execution of the work.

10. Competent Authority on behalf of **AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA)** does not bind himself to accept the lowest or any other tender and reserves to himself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled and any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

The Public Enterprises who avails benefit of purchase preference should be subjected to adequate penalties for cost overrun etc.

11. **Canvassing** whether directly or indirectly in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

12. Competent Authority on behalf of **AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA)** reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

13. The contractor shall not be permitted to tender for works in the **AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA)** if his near relative is posted as an officer in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the Authority, APEDA (Regional Office), Assam or in the MOC&I, Govt. of India, New Delhi. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Authority.

The contractor shall give a list of **AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA)** employees related to him.

14. No Engineer employed in Engineering or Administrative duties in Engineering Division of the Authority is allowed to work as a contractor and also an employee of contractor for a period of two years of his retirement from Authority service, without the previous permission of the **AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA)**. His contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the **AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA)** as aforesaid before submission of the tender or engagement in the contractor's service.



15. The tender for works shall remain open for acceptance for a **Period of ninety days** from the date of opening of tender. If any tenderer withdraws his tender before the said period or makes any modifications in terms and conditions of the tender which are not acceptable to the Authority, then the Authority shall, without prejudice to any other right, or remedy, be at liberty to forfeit the earnest money. All rates shall be quoted on the paper form of the tender alone.
  16. Tender Notice & Notice Inviting Tender shall form the part of **contract document**. The successful tenderer/ contractor on acceptance of his tender by the accepting authority shall **sign the agreement** within the stipulated date as mentioned in the work order and the contract agreement would consist of
    - a. The Press Notification, Tender Notice, Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming the part of tender documents as issued/ downloaded by the tenderer from the websites at the time of invitation of tender and acceptance thereof together with any correspondence leading there to.
  17. For composite tenders:-
    - (a) The tenderer must associate himself/ herself with agencies of the appropriate class eligible to tender for the other components individually.
    - (b) It will be obligatory on the part of the tenderer to sign the tender documents for all the components (The Schedule of Quantities, Conditions and Special Conditions etc.)
    - (c) After the work is awarded, the contractor will have to enter into separate agreements for each component with the officer concerned.
    - (d) The **Officer-In-charge** of the major component will call tenders for the composite work. The Cost of tender documents and earnest money will be fixed with respect to combined estimated cost put to tender for the composite tender. Security deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of work. The earnest money will become part of the security deposit of the major component of work.
    - (e) On acceptance of composite tender by the Competent Authority, the work order will be issued by the **Officer-In-charge /GM / DGM (P&A)/ AGM** of the major component on behalf of the Authority making it clear in the work order that the contractor will have to execute separate agreements for different components of work with the concerned officers of the respective discipline.
  18. The contractor should quote the rates **in figures** as well as in words on the specified page of the Schedule of work. In the event of signing the tender by the tenderer in an Indian language, the percentage above or below and tendered amount in case of percentage rate tenders and total amount in case of item rate tender should also be written in the same language. In the case of illiterate contractors, the rates or the amounts tendered to be attested by a witness.
  19. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the **Officer-In-charge /GM / DGM (P&A)/ AGM** shall be communicated by the contractor to the **Officer-In-charge /GM / DGM (P&A)/ AGM**
  20. **Goods and service Tax or any other tax** on material and labour in respect of this contract shall be payable by the contractor and **AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA)** will not entertain any claim whatsoever in this respect. The rates quoted by the contractor should be inclusive of all taxes as promulgated by Govt. of India
  21. The tenderer, apart from being a contractor of appropriate class must associate himself with agencies of the appropriate class which are eligible to tender, for (i) Electrical (ii) Sanitary and Water Supply Installation and iii) HVAC
  22. APEDA shall not be responsible for any delay in bid submission due to last minute rush. Also
- [Type here]

APEDA takes no responsibility for delay, loss or non-receipt of physical document sent by post/courier to be reached at address mentioned at para 2(f) of this NIT on or before 15:00 hours 26.09.2019.

**Note:** In case of any unscheduled holiday/closure on the above prescribed closing (tender submission) / opening (tender opening) day of the tender, the next working day will be treated as the scheduled day of closing / opening of the tenders. Time of closing / opening of the tender remain the same.

23. Bidders are requested to go through the **“Instructions to bidder”** in the tender document before filling and submitting the tender.

24. **True copy or attested copy** means photocopy of original document attested by **Notary Public/ Self-attested**

25. The contractor shall submit list of works which are in hand (Progress) in the following form:

Name of Work	Name and Particulars of Divisions of Department/ Organization where work is being executed	Amount of work	Position of work in Progress	Remarks
1	2	3	4	5

(Sunita Rai)  
Assistant General Manager  
Regional Office-APEDA  
For APEDA, Guwahati

**AGRICULTURAL AND PROCESSED FOOD PRODUCTS  
EXPORT DEVELOPMENT AUTHORITY (APEDA)**  
(MINISTRY OF COMMERCE AND INDUSTRY, GOVT. OF INDIA)

**"TENDER & CONTRACT"**  
**ITEM RATE TENDER & CONTRACT FOR WORKS**

**(A) Tender for the work of "INTERIOR DEVELOPMENT OF APEDA OFFICE COMPLEX AT HOUSEFED, GUWAHATI, ASSAM"**

- i) To be submitted by 15.00 HRS on xx.xx.2019 to Regional office of the Assistant General Manager (APEDA), 4th floor, West Block, Housefed Complex, Beltola-Basistha Road, Guwahati-06, Assam
- ii) To be opened in presence of tenderers who may wish to be present at 15.30HRS on xx.xx.2019 in the Regional office of APEDA, Guwahati  
(Refer Details in Tender Notice too)
- iii) Tenders would be opened at 3.30 p.m. on xx.xx.2019

Issued to (applicable to those tenderers who wish to purchase from the concerned GM / DGM (P&A), APEDA, New Delhi

Signature of officer issuing the documents \_\_\_\_\_

Designation: \_\_\_\_\_

Date of issue: \_\_\_\_\_

**TENDER**

I/We have read and examined the Tender Notice, Notice Inviting Tender, Schedule A, B, C, D, E & F, specifications applicable, drawings and designs, general rules and directions, conditions of contract, clauses of contract, additional/ special conditions, schedule of rate and other documents and rules referred to in the conditions of contract and all other contents in the tender documents for the work.

I/We hereby tender for execution of the work specified for the **AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA)** within the time specified in Schedule -F, viz., Schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule 1 of General Rules and Directions and in clause 11 of the Conditions of Contract and with such materials as are provided for by, and in respects in accordance with such conditions so far as applicable.

We agree to keep the tender open for ninety (90) days from the due date of opening i.e. \_\_\_\_\_ and not to make any modifications in its terms and conditions.

A sum of Rs. \_\_\_\_\_ is hereby forwarded in the shape of Demand Draft/ Deposit at Call Receipt / Pay Order of a Schedule Bank as earnest money and cost of the tender \*

If I/We, fail to commence the work specified, I/We agree that the **AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA)** shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by the Authority towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule - F and those in excess of that limit at the rates to be determined in accordance with the provisions contained in Clause 12.2 and 12.3 of the tender form.

[Type here]

I/We hereby declare that I/We shall treat tender documents, drawings and other records connected with the work as secret / confidential documents and shall not communicate information/ derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner pre-judicial to the safety of the Authority.

I/We agree that should I/We fail to commence the work specified in the above Memorandum, an amount equal to the amount of earnest money mentioned in the Tender Notice and the performance guarantee shall be absolutely forfeited to the **AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA)** and same may be at the option of the Competent Authority of the **AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA)** without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extent in terms of the said bond and in the event of deficiency out of any other money due to me/ us under this contract or otherwise.

Dated \_\_\_\_\_

Signature of Contractor

Postal Address

Witness:

Address:

Occupation:

\* Cost of the tender to be deposited along with the EMD would be applicable only to those contractors who will download the tenders from the websites as mentioned in the Tender Notice.

#### **ACCEPTANCE**

The above tender (as modified by you as provided in the letters here under) is Accepted by me for and on Behalf of Authority for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) i.e. \_\_\_\_\_ % age above/below the estimated cost of work of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

The letters referred to below shall form part of this agreement.

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_

For & on behalf of APEDA

Dated:

Signature  
Designation \_\_\_\_\_

**AGRICULTURAL AND PROCESSED FOOD PRODUCTS  
EXPORT DEVELOPMENT AUTHORITY (APEDA)  
(MINISTRY OF COMMERCE AND INDUSTRY, GOVT. OF INDIA)**

**“GENERAL RULES AND DIRECTIONS”**

**General Rules & Directions**

1. All works proposed for execution by contractor will be notified in a form of invitation to Tender Notice pasted in public places and signed by the Officer Inviting Tender or by Publication in Newspapers as well as web sites as indicated in the tender notice as the case may be.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the Security Deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from the bills. Copies of the specifications designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the Officer Inviting Tender shall also be open for inspection by the contractor at the office of Officer Inviting Tender during office hours on working days.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power of attorney to be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.

3. Receipts for payments made on account of work, when executed by a firm, must also be signed by all the partners, except where the contractors are described in their tender as a firm, in which case receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.

**Applicable for Item Rate Tenders only**

4. Any person who submits a tender shall fill up the usual printed form, stating at what rates he is willing to undertake the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which Contain any other conditions of any sort, including conditional rebates, will be summarily rejected. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit separate tender for each. Tenders shall have the name and number of the work to which they refer, written on the envelope.

The rate(s) and/or amounts must be quoted in decimal coinage. Amount must be quoted in full Rupees by ignoring 50 paise and less and considering more than 50 paise as Rs.1.00.

**Applicable for Percentage Rate Tenders only**

4A In case of percentage rate tenders, tenderer shall fill up the usual printed form, stating at what percentage below/ above (in figures as well as in words) the total estimated cost given in the Schedule of Quantities at Schedule –A, he will be willing to execute the work. Tenders, which propose any alteration in the work specified in the said form of invitation of tenders, or in the time allowed for carrying out the work or which contain any other condition or any sort including conditional rebates will be summarily

rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tenders shall have the name and number of the works to which they refer, written on the envelopes.

5. The Officer Inviting Tender or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a tender register/comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall there upon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specification and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest-money forwarded with such unaccepted tenders shall there-upon be returned to the contractor remitting the same without any interest.

6. The Officer Inviting Tenders shall have the right of rejecting all or any of the tenders.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Officer Inviting Tender and the contractor shall be responsible for seeing that he procures a receipt signed by the Officer Inviting Tender or a duly authorized cashier.

8. The tenderers shall sign a declaration under the official's Secret Act, 1923, for maintaining secrecy of the tender documents, drawing or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.

#### **Applicable for Item Rate Tender only**

10. In case of item rate tenders, only rates quoted shall be considered. Any tender containing percentage below/ above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in the figures or in the words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.

#### **Applicable for Percentage Tender only**

10A. In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy. However, if the contractor has worked out the amount of the tender and if any discrepancy is found in the percentage quoted in words and figures, the percentage which corresponds with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct. If the amount of the tender is not worked out by the contractor or it does not correspond with the percentage written either in figures or in words then the percentage quoted by the contractor in words shall be taken as correct.

Where the percentage quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the percentage quoted by the contractor will, unless otherwise proved be taken as correct and not the amount.

11. In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case of the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.



**Applicable for item Rate Tender only**

12. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word Rs. 'Should be written before the figures of rupees and word – P' after the decimal figures, e.g., Rs.2.15 P and in case of words, the word, Rupees 'should precede and the word Paise 'should be written at the end. Unless the rate is in whole rupees and followed by the word only 'it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word only 'should be written closely following the amount and it should not be written in the next line.

**Applicable for Percentage Rate Tender only**

12A. In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word Rs. 'Should be written before the figure of rupees and word P after the decimal figures, e.g., Rs.2.15 P and in case of words, the word Rupees 'should precede and the word Paise 'should be written at the end.

13. The contractor, whose tender is accepted, will be required to furnish the performance guarantee as outlined in clause 1 of the clauses of the contract towards the security deposit and balance security deposit of 5% of tendered value of the work would be deducted in cash from the running accounts Bill payments as outlined in Clause 1 A.

14. On acceptance of the tender, the name of the accredited representative (s) of the contractor who would be responsible for taking instructions from the Officer-In-charge /GM / DGM (P&A)/ AGM shall be communicated in writing to the Officer-In-charge /GM / DGM (P&A)/ AGM.

15. During the execution of work all taxes such as GST, Sales-tax, purchase tax, turnover tax or any other tax on material in respect of this contract shall be payable by the Contractor and **AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA)** will not entertain any claim whatsoever in respect of the same and except the service tax and Swachh Bharat Cess would also be paid by APEDA on the applicable rates as announced by Govt. of India from time to time.

16. The contractor shall give a list of officials and employees related to him and working in **AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA)**

17. The tender for the work shall not be witnessed by a contractor or contractors who himself/ themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

18. The tender for composite work includes in addition to building work all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc. The tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies or appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.

19. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the General Manager (P&A) may in his discretion without prejudice to any other right or remedy available in law 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.



## GENERAL CONDITIONS OF CONTRACT

### **Definitions**

1. The **“Contract”** means the documents forming the tender and acceptance thereof and the formal agreement executed between the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) and the Contractor, together with the documents referred to therein including these conditions, the specification, designs, and instructions, issued from time to time by the GM / DGM (P&A) and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract the following expression shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
  - i) In the expressions **“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.
  - ii) The **“Site”** shall mean the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street 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.
  - iii) The **“Contractor”** shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal personal representative or 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 or firm or company.
  - iv) The **Authority/ Corpn./Department** means the **APEDA**
  - v) The **“GM / DGM (P&A)”** means the General Manager(P&A) who shall supervise and be in charge of the work and who shall sign the contract on behalf of the APEDA.
  - vi) **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Authority on the part of the works in respect of which a certificate of completion has been issued or a cause solely due to faulty design of works.
  - vii) Market rate shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labor at the site where the work is to be executed plus the percentage mentioned in Schedule ‘F’ to cover, all overheads and profits.
  - viii) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates applicable mentioned in Schedule F'hereunder, with the

amendments thereto issued up to the date of receipt of the tender.

- ix) District specifications means the specifications followed by the State Government in the area where the work is to be executed.
- x) Tendered value means the value of the entire work as stipulated in the letter of award.

### **Scope & Performance**

### **Works to be carried out**

### **Sufficiency of Tender**

### **Discrepancies and Adjustment of Errors**

3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. Name of these documents shall be used for any purpose other than that of this contract.
6. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule - A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
7. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule - A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
8. The several documents forming the contract are to be taken as mutually

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explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

8.1 In the case of discrepancy between the Schedule of Quantities, the specifications and / or the Drawings, the following order of precedence shall be observed:-

- i) Description of Schedule of Quantities.
- ii) Particular Specification and Special Condition, if any.
- iii) Drawings
- iv) C.P.W.D. Specifications
- v) Indian Standard Specifications of B.I.S.

8.2. If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be deciding authority with regard to the intention of the documents and his decision shall be final and binding on the contractor.

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

### ***Signing of Contract***

9. The successful tenderer/ contractor, on acceptance of his tender by the Accepting Authority shall, within 15 days from the stipulated date of start of work sign the contract consisting of:
  - i) The Press Notice, Tender Notice all the documents including drawings, if any forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
  - ii) Standard Form as mentioned in Schedule F'consisting of:
    - a) Various standard clauses with corrections upto the date stipulated in 'Schedule F' along with annexure thereto.
    - b) Safety Code.
    - c) Model Rules for the protection of health, sanitary arrangements for workers employed by APEDA or its contractors.
    - d) CPWD Contractor's Labour Regulations to be followed by APEDA in Mutatis Mutandis.
    - e) Special conditions of contract
    - f) Specifications of works

## **SPECIAL CONDITIONS OF CONTRACT**

Name of work: The Interior Development of New Office Premises at Housefed Complex, Guwahati for APEDA

Tenderers/contractors should quote their rates both in figures and in words. If there is any inconsistency in writing then the words applicable rates shall be as per tendered rates in figures and in words, whichever is lower. The schedule of probable quantities must be fully priced and the total of each page shall be given in ink and signed by the bidder. No blank space shall be left.

The quoted rates shall be firm and shall not be subjected to any variations arising from cost of material or labour for the entire duration of the contract.

Specifications shall be interpreted in the following order of decreasing importance: Drawings, Item specifications in the BOQ

Income Tax Deduction for TDS at percentages as applicable from time to time shall be deducted from all payments. All kind of personnel taxes like Sales Tax, Vat, Income tax shall be borne by the contractor and to be included in the quoted rate however service tax and Swachh Bharat Cess shall be borne by APEDA as per government policies.

After acceptance of tender, the bidder will sign the necessary contract papers within one week and produce a Performance security of 10% of the Contract value in the Form of DD/Bankers Check or Bank Guarantee in the prescribed Format. The work shall start within 10 days of receipt of the letter of intent / work order, whichever is earlier.

The Contractor shall co-operate with other contractors and consulting engineers and freely exchange with them such technical information as necessary for the proper execution of the works.

The contract shall be approved by GM(P&A) who will be considered as client for this work.

### **FINAL BILL:**

The contractor should submit his final bill within one week from the date of completion of work, after which no further claims shall be entertained. The contractor shall remain liable to make any deficiency in material used or workmanship detected within 180 days of issue of completion certificate and set right the same within the period to be specified by the client failing which the client shall do the needful at the cost and risk of contractor.

### **MEASUREMENTS:**

The Architect, client's authorized representative and contractor will take measurements jointly, all the measurements shall be done in metric (in mm) system. In case of difference of opinion, the decision of Chairman APEDA shall be final and binding on both the parties. In case of delay in taking joint measurements, the contractor can submit his bill based on measurements taken by him and it will be checked by the Architect and Client's Authorised representative and processed for payment.

### **MATERIALS AT SITE — SECURITY:**

Materials will be stored at the premises entirely at contractors risk and cost. All materials should be insured against fire and theft. Contractor should indemnify the owner from his risk. Contractor will erect lockable STOF for the site materials at his own cost.

### **SAFETY:**

The contractor must ensure that all of his supervisors and workmen engaged in the execution of works strictly adhere to the health and safety guidelines as laid down by the local laws. The work shall be carried out with due diligence on the part of contractor without disturbing the normal working of APEDA.

All contractors will be responsible for providing identification tags for all workers on site all identification cards shall identify the workers name, company and trade. Identification tags are to be worn at all times.

### **TERMS OF PAYMENT:**

A mobilization advance equal to 10% of the contract value will be paid by the client to the contractor against bank guarantee of 15%. In bank guarantee, it should be clearly mentioned that payment should be made to APEDA, if asked for during the validity of bank guarantee. This mobilization advance will be deducted from the running bills on pro-rata basis starting from the first running bill. Such running payments shall be considered as on account and not final settlement in any manner. 5% of the gross amount of running bill shall be deducted as security, which will be released after 180 days of issue of completion certificate.

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Payment of bills (including final payment) shall be made within a period of 15 days after submission of bills duly verified by the Project Management Officer (architect).

Any interim payment requested by the contractor will be paid solely at the discretion of the Client regarding the amount to be paid and the time of payment.

The Client shall have power to make any correction or modification to any previous certificate or to withhold any certificates of the works, in whole or part thereof which are not being carded out to his satisfaction.

**QUALITY:**

All materials used in the works shall be of their respective kinds as specified herein, obtained from sources and suppliers approved by the Architect/Owner and shall comply strictly with the tests prescribed hereafter, or where tests are not laid down in the specifications, with the requirements of the latest issues of the relevant Indian Standards (IS code).

**REJECTION:**

Any materials that have not been found to confirm to the specifications will be rejected forthwith and shall be removed from the site by the Contractor at his own cost within a period of 7 days failing which the client can forfeit the materials and dispose off the same at the risk and cost of contractor.

**PENAL CLAUSE:**

The work shall be undertaken within 10 days of allotment and completed in all respects including clearance of site within 180 days. In case the work is not started within 10 days of allotment of work, the earnest money of the contractor shall stand forfeited and further action shall be taken by the client as per his discretion for getting the whole work and partly executed work completed at risk and cost of the contractor.

Penalty for delay of work without prior approval from APEDA shall be levied @ 0.5 % of the contract value for every 15 days delay in work upto a maximum of 2.0 % of the contract value for 60 days, after which no further extension in time shall be allotted to the contractor. APEDA reserves the right to forfeit the performance guarantee and terminate the contract hence forth.

### **ADDITIONAL CONDITIONS**

1. The contractor will have to make his own arrangement for tools and plants required for the work and the Authority will not supply any tools and plants unless otherwise specified.
2. The contractor must see the proposed site for the work and study specifications and conditions of the tender carefully before tendering. No claim of any sort shall be entertained on account of any site condition or ignorance of specifications and conditions. In case of hindrances If any, because of telephone line, electric cables, over head lines etc. passing over the site the contractor shall be entitled for extension of time under clause 5 of the agreement. No claim of extra payment and damages of any sort shall be entertained on this account.
3. The tenderer should see the approaches and conditions of the sites in case any approach from main road is required at site or existing approach is to be improved and maintained for cartage of building materials by tenderers the same shall be provided, improved and maintained by the successful tenderer at his own cost and nothing shall be paid for the same.
4. The contractor shall make his programme of work in consultation with the GM / DGM (P&A) keeping in view the availability of materials and unavoidable hindrance. No claim whatsoever will be entertained due to delay on this account.
5. The contractor shall quote his rate taking into account the restrictions, if any, on entry/exist of vehicles and labour to/from the site of work as laid down by AGRICULTURAL AND PROCESSED FOOD PRODUCTS



EXPORT DEVELOPMENT AUTHORITY (APEDA) authorities. No claim or compensation on this account shall be entertained from the contractor.

6. The contractor shall consult the GM / DGM (P&A) in writing regarding collection and stacking of materials required for the work. He should not stack materials at any places other than those approved by the GM / DGM (P&A). No excavated earth or building material shall be stacked on area where other buildings roads; services or compound wall are to be constructed.

7. Royalty at prevalent rates shall have to be paid by the contractor on all the boulders, metal shingle sand, earth and bajri etc. selected by him for the execution of the work direct to the concerned authorities. In case of any demand is raised by the authority concerned for producing the receipt of royalties paid on such materials then contractor would be bound to produce the same receipts to the authorities concerned and get a no dues clearance certificate from him. As required by the General Manager (P&A) concerned, same no dues clearance certificate from the authorities concerned would necessarily be produced by the contractor to him. No claim for extra payment on this account will be admissible.

8. The contractor must take all precautions to avoid accidents by exhibiting day and night necessary caution boards, speed limit boards, red flags and red lights and providing barriers. He shall be responsible for all damage and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during execution of work.

9. Any damage done by the contractor or his work-men to any existing work during the course of execution of the work, tendered for, shall be made good by him at his own cost.

10. The contractor shall maintain in good condition all work executed till the completion of entire work allotted to the contractor.

11. No compensation will be payable to the contractor for any damage caused by rains windstorm or floods during execution of work. He should make good all such damages at his own cost and no claim on this account will be entertained. The contractor shall bail out rain water collected during execution of work from the excavated trenches at his own cost. Nothing extra shall be payable on this account.

12. The contractor shall clean the site thoroughly of all rubbish etc. left out of his materials on completion of the work and roughly dress the site around the building line to the satisfaction of the GM / DGM (P&A).

13. Material obtained from the dismantlement:

The contractors, in the course of their own work should understand that all materials

E.g. stone and other materials obtained in the work of dismantling, excavation etc. will be considered AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) property and issued to the contractor (if they require the same for use in the work) at rates approved by the General Manager (P&A) as the case may be.

14. Income tax as well as works contract tax or any other tax/ levy as applicable by the Central / State Govt. shall be recovered on the gross amount of each bills

15. Octroi, Terminal Taxes, Service Tax along with Education Cell, if payable will be borne by the contractors.

16. The work shall be carried out in a manner complying in all respects with the requirements of prevalent byelaws of the local Municipality/Municipal Authority.

17. It shall be obligatory for the contractors to submit purchase vouchers for the bitumen, steel meant for reinforcement for R.C.C. work along with the Test Certificate and paint brought at site for use in the work pertaining to the items incorporated in the contract. It may be noted that no payments shall be released for the items incorporated in the work if the purchase vouchers for the above items brought at site by the contractors are not produced

### **OTHER CONDITIONS:**

1. Conditional tenders are liable to be rejected.
2. Tenders without the earnest money shall not be entertained.
3. Client reserves its right to reject or accept any tender.

The proposals shall be addressed to:

Mr. Sunita Rai

Assistant General Manager

Agricultural and Processed Food Products Export Development Authority (APEDA)

Ministry of Commerce and Industry, Government of India

4th floor, West Block, Housefed Complex, Beltola-Basistha Road, Guwahati-06, Assam

Ph.:0361-2221485 apedagwh@apeda.gov.in

Website: <http://apeda.gov.in>



## CLAUSES OF CONTRACT

### CLAUSE 1: Performance Guarantee

- (i) The contractor shall submit an irrevocable PERFORMANCE GUARANTEE of 5% (Five percent) of the tendered amount in addition to other deposits mentioned in the other contract clauses to ensure performance of contract agreement, (notwithstanding and / or without prejudice to any other provisions in the contract) within 15 days of issue of letter of Intent. This period can further be extended by the GM / AGM upto a maximum period of 7 days on written request of the contractor detailing the reasons for delays in procuring the Bank Guarantee, and the decision of GM / AGM to grant extension or otherwise shall be final. This guarantee shall be in the form of Government Securities or Guarantee Bonds of a any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto.
- ii) A letter of intent shall be issued in the first instance informing the successful tenderer of the decision of the competent authority to accept his tender and award letter shall be issued only after the Performance Guarantee in any of the prescribed form is received. In case of failure by the contractor to furnish the performance guarantee within the specified period. Authority shall without prejudice to any other right or remedy available in law, be at liberty to Forfeit the earnest money absolutely.
- iii) The Performance Guarantee shall be initially valid up to the stipulated ate of completion plus defect liability period. In case the time for completion of work gets enlarged, the contractor shall get the validity of performance guarantee extended to cover such enlarged time of completion of work including defect liability period. The performance guarantee shall be returned to the contractor, without any interest in accordance with the provision of Clause 17.
- iv) The GM / AGM shall not make a claim under the Performance Guarantee except for amounts to which the Authority is entitled under the contract (notwithstanding 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 Guarantee as described herein above, in which event the GM / AGM may claim the full amount of the Performance guarantee.
  - (b) Failure by the contractor to pay Authority 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 GM / AGM.
  - (c) In the event of the contract being determined or rescinded under provisions of any of the clause/ condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Authority

### **Form of Performance Security Bank Guarantee Bond**

1. In consideration of AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) (hereinafter called —The Authority) having agreed under the terms and conditions of agreement No. \_\_\_\_\_ Dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called —the said contractor(s)) \_\_\_\_\_ For the work \_\_\_\_\_ (hereinafter called —the said agreement) having agreed to production of a irrevocable Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, We \_\_\_\_\_ (hereinafter referred to as —the Bank) hereby undertake to pay (indicate the name of the Bank) Authority an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on demand by the Authority
  
2. We \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under (indicate the name of the Bank) Guarantee without any demure, merely on a demand from the Authority stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)
  
3. We, the said bank further undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
  
4. We \_\_\_\_\_ further agree that the guarantee herein contained shall remain in (indicate the name of the bank) and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till GM / AGM on behalf of the Authority certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.
  
5. We \_\_\_\_\_ further agree with the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) that the (indicate the name of the bank) Authority shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (s) or for any forbearance, act if omission on the part of the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) or any Indulgence by the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) to the said contractor (s) or by any such matter or things whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor (s)
7. We \_\_\_\_\_ lastly undertake not to revoke this guarantee except with the (indicate the name of the bank) previous consent of the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) in writing.
8. This guarantee shall be valid up to \_\_\_\_\_. Unless extended on demand by Central Warehousing Authority. Notwithstanding any thing mentioned above, our liability against this guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged  
Dated the \_\_\_\_\_ date of \_\_\_\_\_ for \_\_\_\_\_  
(indicate the name of bank)

#### **Clause 1A (Deduction of Security Deposit)**

“The person/persons who tender(s) may be accepted (herein after called the contractor) shall permit Authority at the time of making any payment to him for work done under the contract to deduct a sum @ 10% of the gross amount each running bill till the sums along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of work. Such deductions shall be made and held by the Authority by way of security deposit unless contractor has deposited the amount of security at the rate mentioned above in cash.

The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the earnest money deposited at the time of tender will be treated a part of the security deposit.

**Note 1:** Govt. papers tendered as security will be taken at 5% (five percent) below its market price or at its face value, whichever is less. The market price of Govt. papers would be ascertained by the GM / AGM at the time of collection of interest and the amount of interest to the extent of deficiencies in value of the Govt. paper will be withheld if necessary.

**Note 2:** Govt. security will include all forms of security mentioned in rule No.274 of G.F. Rules except fidelity bond. This will be subject to observance of the condition mentioned under the rule against each form of security.

**Note 3:** Note 1 and 2 above shall be applicable for both clause 1 and 1A

**CLAUSE 2. : *Compensation for delay***

—If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Authority on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Chief Engineer/Superintending Engineer/Executive Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in clause 5 or that the work remains incomplete

This will also apply to items or group of items for which a separate period of completion has been specified.

*Compensation  
For delay of  
Work*

*@ 1.5% per month of  
delay to be computed  
on per day basis*

Provided always that the total amount of compensation to be paid under this condition shall not exceed 10% of the tendered value or to the tendered value of the item or group of items of work for which a separate period of completion is originally given.

The amount of Compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the Authority. In case, the contractor does not achieve a particular milestone mentioned in schedule F or the reschedule mile stone (s) in terms of clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the contractor. However if the contractor with the progress of work on the subsequent mile stone (s), the withheld amount shall be released in case the contractor fails to make up for the delay in subsequent mile stone, amount mentioned against each mile stone missed subsequently also shall be withheld. However, no interest, whatsoever shall be payable on such withheld amount.

**CLAUSE 3 : When contract to be deter-mined**

Subject to other provisions contained in this clause the GM / AGM 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:

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- i) If the contractor having been given by the GM / AGM 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 unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii) 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 / creditor to appoint a receiver or a manager or which entitles the court to make a winding up order.
- iii) 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 GM / AGM (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.
- iv) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.
- v) 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
- vi) If the contractor commits any acts mentioned in Clause 21 hereof:
- vii) If the work is not started by the contractor within 1/8th of stipulated time.  
When the contractor has made himself liable for action under any of the cases aforesaid, the GM /AGM on behalf of the APEDA shall have powers:
  - a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission, the earnest money deposit, security deposit already recovered and performance guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Central Warehousing Authority.
  - b) Deleted.
  - c) —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 unexecuted out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work.¶

—In the event of above course (s) being adopted by the GM / AGM 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 GM / AGM 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.¶

### **CLAUSE 3A**

“In case, the work can not be started due to reasons not with in the control of the contractor within 1/8th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the earnest money deposit and the performance guarantee of the contractor shall be refunded but no payment on account of interest, loss o

### **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 GM / AGM 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 and the liability of the contractor for compensation shall remain unaffected. In the event of GM / AGM putting in force 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 GM / AGM 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 GM / AGM) all or any tools, plants, material 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 rate to be certified by GM / AGM, whose certificate thereof shall be final and binding on the contractor, clerk of the works, foreman or other authorised agent to remove such tools, plants material 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 GM / AGM may remove them at the Contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the Certificate of the GM / AGM as to the expense 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 & Extension for Delay

The time allowed for execution of the Works as specified in the Schedule F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the 10th day or such time period as mentioned in letter of Award after the date on which the GM / AGM issues written orders to commence the work or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money and performance guarantee absolutely.

5.1 As soon as possible after the contract is concluded the Contractor shall submit a Time and Progress Chart for each milestone and get it approved from 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 date of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in schedule F.

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 GM / AGM in executing work not forming part of the contract or
- vi) Non-availability of stores, which are responsibility of Authority to supply or
- vii) Non-availability or break down of tools and plant to be supplied or supplied by the Authority or
- viii) Any other cause, which, in the absolute discretion of the authority mentioned in Schedule F is beyond the contractor's control then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the GM / AGM but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the GM / AGM to proceed with the works.

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5.3. 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. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.

5.3 —In any such case the authority mentioned in Schedule \_F‘ may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the contractor by GM / AGM in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the GM / AGM and this shall be binding on the contractor.¶

## **CLAUSE 6. Measurement of Work Done**

GM / AGM shall, except or otherwise provided, ascertain and determine by measurement the value in accordance with the contract of work done.

All measurement of all items having financial value shall be entered in Measurement Book and / or level field book so that a complete record is obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by the GM / AGM or his authorised representative and by the contractor or his authorised representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorised representative is not available and the work of recording measurements is suspended by the GM / AGM or his representative, the GM / AGM and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorised representative does not remain present at the time of such measurements after the contractor or his authorised representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of measurement, then such measurements recorded in his absence by the GM / AGM or his representative shall be deemed to be accepted by the Contractor.

The contractor shall, without extra charge, provide all assistance with every appliance labour and other things necessary for measurements and recording levels.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items, which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurements issued by the Bureau of

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Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the GM / AGM or his authorised representative incharge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the GM / AGM or his authorised representative Incharge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the GM / AGMs' being obtained in writing the same, shall be uncovered at the contractor's expense or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

GM / AGM or his authorised representative may cause either themselves or through an other officer of the Authority to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

#### **CLAUSE 7. Payment on intermediate certificate to be regarded as advances**

No payment shall be made for a work, estimated to cost rupees twenty thousand or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rupees twenty thousand the interim or running account bill shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of Authority in triplicate on or before the date of every month fixed for the same by the GM / AGM. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment / adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule F, in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved.

GM / AGM shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, GM / AGM shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by GM / AGM certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the GM / AGM. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the contractor to the GM / AGM or [Type here]

his Asstt. Engineer together with the account of material issued by the Authority or dismantled materials, if any. In the case of works outside the headquarters of the GM / AGM the period of ten working days will be extended to fifteen working days.

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 GM / AGM 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 GM / AGM under the contract or any of such payments be treated as final settlement and adjustments 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 Authority 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.

The GM / AGM in his sole discretion on the basis of a certificate from the Assistant Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.

## **CLAUSE 8. Completion Certificate and completion plans**

Within ten days of the completion of the work, the contractor shall give notice of such completion of the GM / AGM and within three months of the receipt of such notice the GM(P&A)/ DGM(P&A) as the case may be shall inspect the work and if there is no defect in the work shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/ or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his / their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the GM / AGM. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as

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aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the GM / AGM may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

#### **CLAUSE 8 A. Contractor to keep Site Clean**

When the annual repairs and maintenance of works are carried out, splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the contract. In Case the contractor fails to comply with the requirements of this clause, the GM / AGM shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the GM / AGM shall give ten days notice in writing to the contractor.

#### **CLAUSE 8 B :: Completion Plans to be Submitted by the Contractor**

The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part - I internal) 1974 and (Part-II External) 1994 as applicable within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs.15,000 (Rs. Fifteen thousand only) as may be fixed by the GM / AGM concerned and in this respect the decision of the GM / AGM shall be final and binding on the contractor.

#### **CLAUSE 9. 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 final certificate of completion furnished by the General Manager (P&A), APEDA as the case may be, 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 GM / AGM, will, as far as possible be made within the period specified hereinunder, the period being reckoned from the date of receipt of the bill by the GM / AGM or his authorised Asstt. Engineer, complete with account of materials issued by the Department and dismantled materials.

i) If the Tendered value of work is up to Rs.5 lakhs : 3 months

ii) If the Tendered value of work exceeds Rs.5 lakhs : 6 months

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### **CLAUSE 9A: Payment of contractor's Bills to Banks**

Payment due to the contractor may, if so desired by him be made to his bank registered financial, co-operative or thrift societies or recognised financial institutions instead of direct to him, provided that the Contractor furnishes to the GM / AGM (1) an authorisation in the form of a legally valid document such as a power of attorney conferring authority on the bank; registered financial, cooperative or thrift societies or recognised financial institutions to receive payments, and (2) his own acceptance of the correctness of the account made out as being due to him by Authority or his signature on the bill or other claim preferred against Authority before settlement by the GM / AGM of the account or claim by payment to the bank, registered financial, cooperative or thrift societies or recognised financial institutions. While the receipt given by such bank; registered financial, cooperative or thrift societies or recognised financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall, whenever possible, present his bills duly receipted and discharged through his bank, registered financial, cooperative or thrift societies or recognised financial institutions. Nothing herein contained shall operate to create in favour of the bank; registered financial cooperative or thrift societies or recognised financial institutions any rights or equities vis-à-vis the Authority.

### **CLAUSE 10 Materials Supplied by Authority**

Materials, which Authority will supply, are shown in Schedule B which also stipulates quantum, place of issue and rate (s) to be charged in respect thereof. The contractor shall be bound to procure them from the GM / AGM.

As soon as the work is awarded, the contractor shall finalise the programme for the completion of work as per clause 5 of this contract and shall give his estimates of materials required on the basis of drawings/ or schedule of quantities of the work. The Contractor shall give in writing his requirement to the GM / AGM which shall be issued to him keeping in view the progress of work as assessed by the GM / AGM, in accordance with the agreed phased programme of work indicating monthly requirements of various materials. The contractor shall place his indent in writing for issue of such materials at least 7 days in advance of his requirement.

Such materials shall be supplied for the purpose of the contract only and value of the materials so supplied at the rates specified in the aforesaid schedule shall be set off or deducted, as and when materials are consumed in items of work (including normal wastage) for which payment is being made to the contractor, from any sum then due or which may, therefore, become due to the contractor under the contract or otherwise or from the security deposit. At the time of submission of bills the contractor shall certify that balance of materials supplied is available at site in original good condition.

The contractor shall submit along with every running bill (on account of interim bill) material-wise reconciliation statements supported by complete calculations reconciling total issue, total consumption and certified balance (diameter/section-wise in the case of steel meant for reinforcement in R.C.C.  
[Type here]



works) and resulting variations and reasons therefore. GM / AGM shall (whose decision shall be final and binding on the contractor) be within his rights to follow the procedure of recovery in Clause 42 at any stage of the work if reconciliation is not found to be satisfactory. It applies only in case of supply of cement, steel and any other material on fixed issue rate by the Authority. The contractor shall bear the cost of getting the material issued, loading, transporting to site, unloading, storing undercover as required, cutting, assembling and joining the several parts together as necessary. Notwithstanding anything to the contrary contained in any other clause of the contract and all stores/ materials so supplied to the contractor or procured with the assistance of the Authority shall remain the absolute property of Authority and the contractor shall be the trustee of the stores/ materials, and the said stores/ materials shall not be removed/ disposed off from the site of the work on any account and shall be at all times open to inspection by the GM / AGM or his authorized agent. Any such stores, materials remaining unused shall be returned to the GM / AGM in as good a condition in which they were originally supplied at a place directed by him, at a place of issue or any other place specified by him as he shall require, but in case it is decided not to take back the stores/ materials the contractor shall have no claim for compensation on any account of such stores/ materials so supplied to him as aforesaid and not used by him or for any wastage in or damage to in such stores/ materials.

On being required to return the stores/materials, the contractor shall hand over the stores/ materials on being paid or credited such price as the GM / AGM shall determine, having due regard to the condition of the stores/ materials. The price allowed for credit to the contractor, however, shall be at the prevailing market rate not exceeding the amount charged to him, excluding the storage charge, if any. The decision of the GM / AGM shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to account for contravention of the terms of the licences or permit and/ or for criminal breach of trust, be liable to Authority for all advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach. Provided that the contractor shall in no case be entitled to any compensation or damages on account of any delay in supply or non-supply thereof all or any such materials and stores provided further that the contractor shall be bound to execute the entire work if the materials are supplied by the Authority within the original scheduled time for completion of the work plus 50% thereof or schedule time plus 6 months whichever is more if the time of completion of work exceeds 12 months but if a part of the materials only has been supplied within the aforesaid period then the contractor shall be bound to do so much of the work as may be possible with the materials and stores supplied in the aforesaid period. For the completion of the rest of the work, the contractor shall be entitled to such extension of time as may be determined by the GM / AGM whose decision in this regard shall be final and binding on the contractor.

The contractor shall see that only the required quantities of materials are got issued. Any such material remaining unused and in perfectly good/original condition at the time of completion or determination of the contract shall be returned to the GM / AGM at the stores from which it was issued or at a place directed by him by a notice in writing. The contractor shall not be entitled for loading, transporting, unloading and stacking of such unused material except for the extra lead, if any involved, beyond the original place of issue

**CLAUSE 10A. Material to be provided by the Contractor**

The contractor shall, at his own expense, provide all materials, required for the works other than those, which are stipulated, to be supplied by the Authority.

The contractor shall, at his own expense and without delay, supply to the GM / AGM samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred in the contract. The contractor shall, if requested by the GM / AGM furnish proof, to the satisfaction of the GM / AGM that the materials so comply. The GM / AGM shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether the samples are approved by him or not. If samples are not approved, the contractor shall forthwith arrange to supply to the GM / AGM for his approval fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the GM / AGM shall be issued after the test results are received.

The contractor shall at his risk and cost submit the samples of materials to be tested or analysed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the GM / AGM. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risks and cost, make all arrangements and shall provide all facilities as the GM / AGM may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the GM / AGM and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The GM / AGM or his authorised representative shall at all times have access to the works and all workshops and placed where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The GM / AGM shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default the GM / AGM shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The GM / AGM shall also have full powers to require other proper materials to be substituted thereof and in case of default the GM / AGM may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor

**CLAUSE 10 B. Secured Advance on Non-perishable Material**

The contractor, on signing an indenture in the form to be specified by GM / AGM shall be entitled to be paid during the progress of the execution of the work upto 75% of the assessed value of any materials which are in the opinion of the GM / AGM non perishable, non-fragile and non-combustible and are in [Type here]



accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work the amount of such advance shall be recovered/ deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the GM / AGM provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the GM / AGM shall be final and binding on the contractor in this matter. No secured advance, shall however be paid on high risk materials such as ordinary glass, sand, petrol diesel etc.

#### **CLAUSE 10 C.: Payment on Account of Increase in Prices/ Wages due to Statutory Order(s)**

If after submission of the tender the price of any material incorporated in the works (not being a material supplied from the GM / AGM's stores in accordance with Clause 10 thereof) and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes in sales tax) and such increase exceeds 10% of the price and/or wages prevailing at the time of last stipulated date for receipt of the tender including extensions if any for the work, and the contractor thereupon necessarily and properly pays in respect of that material (incorporated in the works) such increased price and/or in respect of labour engaged on the execution of the work such increased wages, then the amount of the contract shall accordingly be varied, provided always that any increase so payable is not, in the opinion of Chief Engineer/ Superintending Engineer/ Executive Engineer (whose decision shall be final and binding on the contractor) attributable to any delay in the execution of the contract within the control of contractor.

Provided, however, no reimbursement shall be made if the increase is not more than 10% of the said prices / wages, and if so, the reimbursement shall be made only on the excess over 10% and provided further that any such increase shall not be payable if such increase has become operative under the contract or extended date of completion of the work in question.

If after submission of the tender, the price of any material incorporated in the works (not being a material supplied from the GM / AGM's stores in accordance with Clause 10 thereof) and/or wages of labour is decreased as a direct result of the coming into force of any such fresh law or statutory rules or order (but not due to any changes in sale tax) and such decrease exceeds 10% of the prices and/or wages prevailing at the time of receipt of the tender for the work. The Authority shall in respect of materials incorporated in the works (not being materials supplied from the GM / AGM's stores in accordance with Clause 10 thereof) and/or labour engaged on the execution of the work after the date of coming into force of such law, statutory rule or order be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of materials and/or wages as they prevailed at the time of the last stipulated date for receipt of tender including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order.

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The contractor shall, for the purpose of this condition, keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorised representative of the Authority and further shall, at the request of the GM / AGM may require any documents so kept and such other information as the GM / AGM may require.

—The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such material and/or wages of labour, give notice thereof to the GM / AGM stating that the same is given pursuant to this condition together with all information relating thereto which he may be in a position to supply.¶

**CLAUSE 10 (CC) Payment due to increase / decrease in prices / wages after receipt of tender for works (time period more than 18 months)**

If the prices of materials (not being materials supplied or services rendered at fixed prices by the Authority in accordance with Clauses 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall not be compensated for such increase and the amount of the contract shall remain same as the period of execution is only considered as 6 months. Any unnatural escalation of price of any particular item shall be brought to knowledge of the employer and alternative options to be presented subjected to approval of the consultant architect.

**CLAUSE 10 D. : Dismantled material - Authority Property**

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work etc., as Authority's property and such materials shall be disposed off to the best advantage of the Authority according to the instruction in writing issued by the GM / AGM

**CLAUSE 10.E.** —Empty cement bags upto an extent of 90% shall have to be returned by the contractor. Empty bags returned short shall be charged at the rate of Rs. 2/- per bag.

**CLAUSE 11. Work to be executed in accordance with specifications drawings order, etc**

The Contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards material and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instruction in writing in respect of the work signed by the GM / AGM and the contractor shall be furnished free of charge one copy of the contract agreement. The contractor shall comply with the provision of the contract and with the care and diligence execute and maintain the works and provide

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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 12 : Deviations/ Variations Extent and Pricing**

The GM / AGM shall have power (i) to make alteration in, omissions from, additions to or substitution for, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and (ii) to omit a part of 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 work in accordance with any instructions given to him in writing signed by GM / AGM, and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be 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 including price on which he agreed to do the main work except as hereafter provided.

**12.1.** 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 GM/AGM.

### **12.2 Deviation, Extra Item and Pricing**

In the case of extra item (s) the contractor may within fifteen days of receipt of order or occurrence of the items claim rates, supported by proper analysis, for the work and Engineer-in-Charge shall within one month of receipt of 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 rates so determined.

### **Deviation, Substituted items, Pricing**

In case of substituted items, the rate for agreement item (to be substituted) and substituted item shall also be determined in the matter as mentioned in the aforesaid para:

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- a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of difference between the market rates of the substituted item and the agreement item to be substituted.
- b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of difference between the market rates of substituted item and the agreement item (to be substituted).

### **Deviation, Deviated quantities, Pricing**

In case of contract items, substituted items, contract - cum- substituted items which exceeds the limit laid down in Schedule \_\_F', the contractor may within 15 days of receipt of order or occurrence of the excess claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the GM / AGM shall within one month of receipt of 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.

**12.3:** The provision of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule \_\_F' and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of receipt of the notice, revise the rates for the work in question within one month of expiry of the said period of fifteen days having regard to the market rates.

**12.4:** The contractor shall send to the GM / AGM once every three months an upto date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the GM / AGM which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Superintending Engineer/Executive Engineer may authorize consideration of such claims on merits.

**12.5:** For the purpose of operation of Schedule \_\_F', the following works shall be treated as works relating to foundation:

- i) For buildings, compound walls plinth level or 1.2 meters (4 feet) above ground level whichever is lower excluding items of flooring and D.P.C. but including base concrete below the floors.
- ii) For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs the bed of floor level.

- iii) For retaining walls where floor levels is not determinate 1.2 metres above the average ground level or bed level.
- iv) For Roads all items of excavation and filling including treatment of sub-base.

**12.6.** Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, 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 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 13.: Foreclosure of contract due to Abandon-ment or Reduction in Scope of Work**

If at any time after the acceptance of the tender Authority 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 GM / AGM 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 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, in addition, a reasonable amount as certified by the GM / AGM for the items hereunder mentioned which could not be utilised on the work to the full extent in view of the foreclosure.

- i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office, storage accommodation and water storage tanks.
- ii) Authority shall have the option to take over contractor's material or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for in Authority in or incidental to the work) provided, however, Authority shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by Authority cost of such materials as detailed by GM / AGM shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- iii) If any materials supplied by Authority are rendered surplus, the same except normal wastage shall be returned by the contractor to Authority at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to Authority stores, if so required by Authority shall be paid.

- iv) Reasonable compensation for transfer of T&P from site to contractor's permanent stores or to his other works, whichever is less. If T&P are not transported to either of the said places, no cost of transportation shall be payable.
- v) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

The contractor shall, if required by the GM / AGM 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.

The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the dates of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Authority as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the GM / AGM shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Authority from the contractor under the terms of the contract.

#### **CLAUSE 14.: Cancellation of contract in full or part**

If contractor:

- i) at any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-Charge ; or
- ii) commits default to 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 GM / AGM; or
- iii) fails to complete the works or items of the work with individual dates of completion, on or before the date (s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the GM / AGM; or
- iv) shall offer or give or agree to give to any person of Authority 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 Authority; or

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- v) shall enter into a contract with Authority 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 Accepting Authority/GM / AGM; or
- vi) shall obtain a contract with Authority as a result of wrong tendering or other non-bonafide methods of competitive tendering; or
- vii) 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; or
- viii) being a company, shall pass resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the court or debenture holders to appoint a receiver or manager; or
- ix) shall suffer an execution being levied on his goods and allow it to be continues for a period of 21 days; or
- x) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise part with the entire works or any portion thereof without the prior written approval of the Accepting Authority;

The Accepting Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to Authority by a notice in writing to cancel the contract as a whole or only such items of work in default from the Contract.

The GM / AGM shall on such cancellation by the Accepting Authority have powers to:

- a) take possession of the site and any materials, constructional plant, implements, stores, etc, thereon; and/or
- b) carry out the incomplete work by any means at the risk and cost of the contractor.

On cancellation of the contract in full or in part, the GM / AGM shall determine what amount, if any, is recoverable from the contractor for completion of the work or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by Authority. In determining the amount, credit shall be given to the contractor for the value of the work executed by him upto the time of cancellation, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

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Any excess expenditure incurred or to be incurred by Authority in completing the works or part of the works or the excess loss of damages suffered or may be suffered by Authority as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Authority in law be recovered from any moneys due to the contractor on any account, and if such moneys are not sufficient the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

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

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

#### **CLAUSE 15: 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 GM / AGM 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 GM / AGM.

- 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

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the contract and of which the suspended work forms a part, and;

- b) If the total period of all such suspensions in respect of an item or group of items of work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the GM / AGM may consider reasonable in respect of salaries and/ or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor. Provided the contractor submits his claim supported by details to the GM / AGM within fifteen days of the expiry of the period of 30 days.
- iii) If the works or part thereof is suspended on the orders of the GM / AGM 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 GM / AGM requiring permission within fifteen days from receipt by the GM / AGM 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 Authority or where it affects whole of the works, as an abandonment of the works by Authority, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the GM / AGM. In the event of the contractor treating the suspension as an abandonment of the contract by Authority, 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 GM / AGM 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 GM / AGM within 30 days of the expiry of the period of 3 months.

Provide further, that the contractor shall not be entitled to claim any compensation from Authority for the loss suffered by him on account of delay by Authority in the supply of materials in Schedule \_B\_ where such delay is covered by difficulties relating to the supply of wagons, force majeure including non-allotment of such materials by controlling authorities, acts of God, acts of enemies of the State/Country or any reasonable cause beyond the control of the Authority.

### **Clause 16 : 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 GM / AGM, his authorised subordinates in charge of the work and all the superior officers, officer of the Vigilance Division of the Authority and Chief Technical Examiners Organisation of the Central Vigilance Commission 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 GM / AGM or his authorised subordinates in charge of the work or to the Chief GM / AGM or his subordinate Officer, Officer of Vigilance Division of the Authority and Chief Technical Examiners Organisation of Central Vigilance Commission that any work has been executed with unsound, imperfect, or unskilful 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 one year of the completion of the work from the GM / AGM specifying the work, materials or articles complained of 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 GM / AGM in is demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the GM / AGM may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority 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 GM / AGM to be conveyed in writing in respect of the same will be final and binding on the contractor.

### **CLAUSE 17. Contractor Liable for Damages, defects during maintenance period.**

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 curb, 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 is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or any defect shrinkage or other faults appear in the work  
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within twelve months (6 months in the case of work costing Rs. Ten Lakh and below except road work) after a certificate final or otherwise of its completion shall have been given by the General Manager (P&A) as the case may be as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon a 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 any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of 12 month (6 month in case of work costing Rs. Ten lakhs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in case of road work if in the opinion of the Engineer-in-charge, half of the security deposit is sufficient to meet all the liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bills has been prepared and passed whichever is later.

In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.

#### **CLAUSE 18. Contractor to supply tools and plant etc.**

The contractor shall provide at his own cost all material (except such special material, if any as may in accordance with the contract be supplied from the GM / DGM (P&A) stores), plant, tools, appliances, implements, 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 specification or other document 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 requirement of the GM / AGM 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 of the measurement of 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 GM / AGM 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 portions thereof.

#### **CLAUSE 18A. Recovery of compensation paid to workman**

In every case in which by virtue of the provision sub Section (1) of Section 12, of the Workman's Compensation Act, 1923, the Authority is obliged to pay compensation to a workman employed by the [Type here]



contractor, in execution of the works. Authority will recover from the contractor the amount of the compensation so paid; and without prejudice to the rights of the Authority under sub section (2) of section 12 of the said Act, the Authority 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 Authority to the contractor whether under this contract or otherwise the Authority shall not be bound to contest any claim made against it under sub Section (1) Section 12, of the said Act, except on the written request of the contractor and upon his giving to Authority full security for all costs for which the Authority might become liable in consequence of contesting such claim.

#### **CLAUSE 18B. Ensuring payment and amenities to workers if contractor fail**

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 Authority is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the work 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 CPWD Contractor's Labour Regulations, or under the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) Contractors, the Authority 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 Authority under Section 20 Sub Section (2) and Section 21 Sub-section (4) of the Contract Labour (Regulation and Abolition) Act 1970 Authority 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 Authority to the contractor whether under this contract or otherwise. Authority shall not be bound to contest any claim made against it under Section 20, Sub Section (1) and Section 21, sub Section (4) of the said Act except on the written request of the contractor and upon his giving to the Authority full security for all costs for which Authority might become liable in contesting such claim.

#### **CLAUSE 19. Labour Laws to be complied by the contractor**

The contractor shall obtain a valid licence 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 licence until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition & Regulation) Act, 1986.

Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.



**CLAUSE 19A.** No labourer below the age of fifteen years shall be employed on the work.

**CLAUSE 19B. 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 defined in the C.P.W.D. Contractor's Labour Regulations 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.
- (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 sub-contractors 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 C.P.W.D. Contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period deductions from wages recovery of wages not paid and deductions unauthorizedly 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) a.) The GM / AGM 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.
- b) Under the provision of Minimum Wages (Central) Rules 1950, the contractor is bound to allow to the labour 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 GM / AGM 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 GM / AGM concerned. In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of Delhi Administration No. F 12 (162) MWO/DAB /43884-91 dated 31.12.79 as amended from time to time are inclusive of wages for the week days of rest, question of extra payment for weekly holiday would not arise.
- (v) 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 Contract

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Labour (Regulation and Abolition) Act 1970 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

- (vi) The contractor shall indemnify and keep indemnified Authority against payments to be made under and for the observance of the Laws aforesaid and the Central Public Work Department Contract Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- (vii) 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.
- (viii) Whatever is the minimum wage for the time being or if the wage payable is higher than 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.
- (ix) 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 19C.** 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 penalty of Rs.200 for each default and in addition the GM / AGM shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

**CLAUSE 19D.** The contractor shall submit, by the 4th and 19th of every month, to the GM / AGM a true statement showing, in respect of the second half of the preceding month and the first half to 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 accident 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

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Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to Authority a sum not exceeding Rs.200 for each default or materially incorrect statement. The decision of the GM / AGM shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.

**CLAUSE 19E.** 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 the Authority from time to time for the protection of health and sanitary arrangements for workers employed by the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) and its contractors.

**CLAUSE 19F.** Leave and pay during leave shall be regulated as follows:

**1. Leave:**

- i. in case of delivery, maternity leave not exceeding 8 weeks, 4 weeks upto 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 the total wages earned on the days when full time work was done during a period of 3 months immediately preceding the date on which she gives notice that she expect to be confined or at the rate of Rupee one only a day whichever is greater.
- [ii] in 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 3 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 6 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 at Appendix I & II and the same shall be kept at the place of work.

**CLAUSE 19G.** In the event of the contractor(s) committing a default or breach of any of the provision of the Central Public Work Department Contractors' 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 Authority 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 GM / AGM shall be final and binding on the parties.

Should it appear to the GM / AGM that the contractor(s) is/are not properly observing and complying with the provisions of C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulations 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 Rule") the GM / AGM shall have power to give notice in writing to the contractor(s) requiring that the said Rule 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 GM / AGM shall have the power to provide the amenities herein before 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 GM / AGM shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodelled and or reconstructed according to approved standard, 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 GM / AGM 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 19H.** 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 GM / AGM.

- 1 (a). The minimum height of each hut at the eaves shall be 2.10 m. (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 1.80 mx 1.50 m (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 urinal being provided for women.

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- (d) The contractor(s) shall construct sufficient number of bathing & washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
- 2 (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 GM / AGM. In case of sun-dried brick, the wall should be plastered with mud gobri on both sides. The floor may be katcha but plastered with mud gobri and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatched or any other materials as may be approved by the GM / AGM 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 GM / AGM. Back to back construction will be allowed.
3. Water Supply—The contractor (s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than 2 gallons of pure and whole-some water per head per day for drinking purposes and 3 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 therefor.
4. The site selected for the camp shall be high ground, removed from jungle.
5. Disposal of Excreta—The contractor(s) shall make necessary arrangement 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 Municipal Committee/authority. The contractor shall provide one sweeper for every 8 seats in case of dry system.
6. Drainage - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.

7. The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
8. 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 19-I.** The GM / AGM 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 requirement.

**CLAUSE 19-J.** It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorisedly during construction and to hand over the GM / AGM vacant possession of complete building. If such building though completed, is occupied illegally, then the GM / AGM will 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 delay in completion and for such delay a levy upto 5% of the tendered value of work may be imposed by the Chief Engineer whose decision shall be final both with regard to justifications and quantum and be binding on the contractor.

However, the GM / AGM through a notice may require the contractor to remove the illegal occupation any time on or before construction and delivery.

#### **CLAUSE 20: 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 there under and other labour laws affecting contract labour that may be brought into force from time to time.

#### **CLAUSE 21: Works not to be sublet. Action in case of insolvency.**

.—The contract shall not be assigned or sublet without the written approval of the GM / AGM. 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, per-requisite, reward or advantage' pecuniary or otherwise, shall either directly or

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indirectly, be given promised or offered by the contractor, or any of his servants or agent to any Public officer or person in the employee of the Authority 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 GM / AGM on behalf of the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) shall have power to adopt the course specified in clause 3 hereof in the interest of Authority and in the event of such course being adopted the consequences specified in the said Clause 3 shall ensue. |

**CLAUSE 22.** 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 Authority without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

**CLAUSE 23 Changes in firms constitution to be intimated**

Where the contractor is a partnership firm, the previous approval in writing of the GM / AGM 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 work 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 21 hereof and the same action may be taken, and the same consequence shall ensure as provided in the said Clause 21.

**CLAUSE 24.** All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the GM / AGM 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.

**CLAUSE 25.: Settlement of disputes & Arbitration**

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship of 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, drawing, 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,  
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termination, completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Managing Director, AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) at the time of dispute or if there be no Managing Director, AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA), the Administrative Head of the said AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) at the time of such appointment

There will be no objection to any such appointment that the arbitrator so appointed is an employee/retired employee of the Authority that he had to deal with the matters to which the contract relates and that in course of his duties as Authority employee, he had expressed views on allow any of the matters in the dispute or difference.

If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever or is heavenly abode, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director or Administrative Head of the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) as aforesaid should act as an arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all.

It is a term of this contract that the party invoking arbitration shall give a list of disputes, with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the GM / AGM that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Authority shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration subject to above, shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate only on such disputes as are referred to him by the appointing authority and give award against each dispute and claim referred to him and in all cases, the arbitrator shall give reasons and would publish the speaking award against each dispute and claim referred to him.

It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claim. The venue of the arbitration shall be such place as may be fixed by the arbitrator in  
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his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

#### **CLAUSE 26: Contractor to indemnify Authority against patent rights**

.The contractor shall fully indemnify and keep indemnified the Authority 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 the Authority in respect of any such matter 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 there from. Provided that the contractor shall not be liable to indemnify the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) 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 GM / AGM in this behalf.

#### **CLAUSE 27.: Lump sum provisions in tender**

When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates, as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the GM / AGM payable of measurement, the GM / AGM may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

#### **CLAUSE 28.: Action where no specifications are specified**

In the case of any class of work for which there is no such specification as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards specifications. In case there are no such specifications in Bureau of Indian Standards, 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 GM / AGM

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**CLAUSE 29 (i) Withholding and lien in respect of sums due from contractor.**

Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the GM / AGM or Authority 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 GM / AGM or the Authority 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 finalisation 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 GM / AGM or the Authority 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 GM / AGM or the Authority or any contracting person through the GM / AGM pending finalisation 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 GM / AGM or Authority will be kept withheld or retained as such by the GM / AGM or Authority till the claim arising out of or under the contract is determined by the Arbitrator, (if the contract is governed by the arbitration clause) or by the competent Court as the 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 GM / AGM or the Authority 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).** The Authority shall have the right to cause an audit and technical examination of the works and the final bill 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 the Authority 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 underpayment shall be duly paid by the Authority to the contractor, without any interest thereon whatsoever.

Provided that the Authority shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payments of any sum paid short where such payment has been agreed upon between the General Manager (P&A) on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the General Manager (P&A)

**CLAUSE 29A.: 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 GM / AGM or the Authority or any other contracting person or persons through GM / AGM against any claim of the GM / AGM or Authority 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 GM / AGM or Authority 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 GM / AGM or the Authority will be kept withheld or retained as such by the GM / AGM or the Authority or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitrator 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 30. Employment of coal mining or controlled area labour not permissible**

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**CLAUSE 31: Unfiltered water supply**

The contractor(s) shall make his/their own arrangements for 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 GM / AGM.
- (ii) The GM / AGM 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 GM / AGM, unsatisfactory.

**CLAUSE 31 A. Department-ally water supply, if available.**

Water if available may be supplied to the contractor by the Authority subject to the following condition.

- (i) Water charges @ 1% shall be recovered on gross amount of the work done.
- (ii) The contractor(s) shall make his/their own arrangements of water connection and the laying of pipe lines from the existing mains of source of supply.
- (iii) The Authority do not guarantee to maintain uninterrupted supply of water and it will be incumbent, on the contractor(s) to make alternative arrangements for water at his/their own cost in the event of any temporary break down in the Authority water mains so that the progress of his/their work is not held up for want of water. No claim of damages or refund of water charges will be entertained on account of such break down.

**CLAUSE 32. (i) Alternate water arrangements.**

Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pumps constructed by the Authority no charge shall be recovered from the contractor on that account. The contractor shall however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The GM / AGM shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.

(ii) The contractor shall be allowed to construct temporary wells in the Authority land for taking water for construction purposes only after he has got permission of the GM / AGM in writing. No charges shall be recovered from the contractor on this account, but contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accident or damage caused due to the construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of work.



**CLAUSE 33. Return of surplus material**

Notwithstanding anything contained to the contrary in the contract, where any materials for the execution of the contract are procured with the assistance of the Authority either by issue from the Authority stocks or purchase made under orders or permits or licences issued by the Authority the contractor shall hold the said materials economically and solely for the purposes of the contract and not dispose of them without the written permission of the Authority and return, if required by the GM / AGM, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the GM / AGM shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charge. The decision of the GM / AGM shall be final and conclusive. In the event of breach of the aforesaid condition the contractor shall in addition to throwing himself open to action for contravention of the term of the licences or permit and /or for criminal breach of trust, be liable to the Authority for all moneys, advantages or profits resulting of which in the usual course would have resulted to him by reason of such breach.

**CLAUSE 34: Hire of Plant and Machinery**

(i) The contractor shall arrange at his own expense all tools, plants, machinery and equipment (herein after referred to as T & P) required for execution of the work except for the plant and machinery listed in schedule C and stipulated for issue to the contractor. If the contractor requires any item of T & P on hire from T & P available with the Authority over and above the T & P stipulated for issue, the Authority will, if such item is available, hire it to the Contractor at the rates to be agreed upon between him and the GM / AGM. In such a case all the conditions hereunder for issue of T & P shall also be applicable to such T & P as is agreed to be issued.

(ii) Plant and machinery when supplied on hire charges shown in schedule 'C' shall be made over and taken back at the Authority's equipment yard/shed shown in schedule 'C' and the contractor shall bear the cost of carriage from the place of issue to the site of work and back. The contractor shall be responsible to return the plant and machinery with condition in which it was handed over to him and he shall be responsible for all damage cost to the said plant and machinery at the site of work or elsewhere in operation and other wise during transit including damage to or loss of plant and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The GM / AGM shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.

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(iii) The plant and machinery as stipulated above will be issued as and when available and if required by the contractor. The contractor shall arrange his programme of work according to the availability of the plant and machinery and no claim, whatsoever, will be entertained from him for any delay in supply by the Authority.

(iv) The hire charges shall be recovered at the prescribed rates from and inclusive of the date the plant and machinery made over upto and inclusive of the date of the return in good order even though the same may not have been working for any cause except major break down due to no fault of the contractor or faulty use requiring more than three working days continuously (excluding intervening holidays and Sundays) for bringing the plant in order. The contractor shall immediately intimate in writing to the GM / AGM when any plant or machinery gets out of order requiring major repairs as aforesaid. The GM / AGM shall record the date and time of receipt of such intimation in the log sheet of the plant or machinery. Based on this if the break down before lunch period or major break down will be computed considering half a day break down on the date of the complaint. If the break down occurs in the post lunch period of major break down will be computed starting from the next working day. In case of any dispute under this clause, the decision of GM / AGM shall be final and binding on the contractor.

(v) The hire charges shown above are for each day of eight hours (inclusive of one hour lunch break) or part thereof.

(vi) Hire charges will include service of operating staff as required and also supply of lubricating oil and stores for cleaning purposes. Power fuel of approved type, fire wood, kerosene oil etc. for running the plant and machinery and also the full time chowkidar for guarding the plant and machinery against any loss or damage shall be arranged by the contractor who shall be fully responsible for the safeguard and security of plant and machinery. The contractor shall on or before the supply of plant and machinery sign an agreement in indemnifying the Authority against any loss or damage caused to the plant and machinery either during transit or at site of work.

(vii) Ordinarily, no plant and machinery shall work for more than 8 hours a day inclusive of one hour lunch break. In case of an urgent work, however, the GM / AGM may, at his discretion, allow the plant and machinery to be worked for more than normal period of 8 hours a day. In that case the hourly hire charges for overtime to be borne by the contractor shall be 50% more than the normal proportionate hourly charges (1/8th of the daily charges) subject to a minimum of half days' normal charges on any particular day. For working out hire charges for over time a period of half and hour and above will be charged as one hour and a period of less than half an hour will be ignored.

(viii) The contractor shall release the plant and machinery every seventh day for periodical servicing and / or wash out which may take about three to four hours or more. Hire charges for full day shall be recovered from the contractor for the day of servicing/ wash out irrespective of the period employed in servicing.

(ix) The plant and machinery once issued to the contractor shall not be returned by him on account of lack of arrangements of labour and materials, etc. on his part, the same will be returned only when they are required for major repairs or when in the opinion of the GM / AGM the work or a portion of work for which the same was issued is completed.

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(x) Log Book for recording the hours of daily work for each of the plant and machinery supplied to the contractor will be maintained by the Authority and will be countersigned by the contractor or his authorised agent daily. In case the contractor contests the correctness of the entries and / or fails to sign the Log Book, the decision of the GM / AGM shall be final and binding on him. Hire charges will be calculated according to the entries in the Log Book and will be binding on the contractor. Recovery on account of hire charges for road rollers shall be made for the minimum number of days worked out on the assumption that a roller can consolidate per day and maximum quantity of materials or area surfacing as noted against each in the annexed statement (see attached annexure).

(xi) In the case of concrete mixers, the contractors shall arrange to get the hopper cleaned and drum washed at the close of the work each day or each occasion.

a) In case rollers for consolidation are employed by the contractor himself, log book for such rollers shall be maintained in the same manner as is done in case of Authority rollers, maximum quantity of any items to be consolidated for each roller day shall also be same as in Annexure to Clause 34 (x). For less use of rollers recovery for less roller days shall be made at the stipulated issue rate.

(xii) The contractor shall be responsible to return the plant and machinery in the condition in which it was handed over to him and he shall be responsible for all damage caused to the said plant and machinery at the site of work or elsewhere in operation or otherwise or during transit including damage to or loss of parts, and for all losses due to his failure to return the same soon after the completion of the work for which it was issued. The GM / AGM shall be the sole judge to determine the liability of the contractor and its extent in this regard and his decision shall be final and binding on the contractor.

(xiii) The contractor will be exempted from levy of any hire charges for the number of days he is called upon in writing by the GM / AGM to suspend execution of the work, provided Authority's plant and machinery in question have, in fact, remained idle with the contractor because of the suspension.

(xiv) In the event of the contractor not requiring any item of plant and machinery issued by Authority though not stipulated for issue in Schedule \_C\_ any time after taking delivery at the place of issue, he may return it after two days written notice or at any time without notice if he agrees to pay hire charges for two additional days without, in any way, affecting the right of the GM / DGM (P&A) to use the said plant and machinery during the said period of two days as he likes including hiring out to a third party.

## **CLAUSE 35: Conditions relating to use of asphaltic materials**

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## **CLAUSE 36 Contractors Superintendence, Supervision, Technical Staff & Employees**

i) The Contractor shall provide all necessary superintendence during execution of the work and as along thereafter as may be necessary for proper fulfilling of the obligations under the contract. The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the GM / AGM the name, qualifications, experience, age, address and other particulars along with certificates, of the principal technical representative to be in charge of the work. The GM / AGM shall within 15 days of receipt of such communication intimate in writing his approval or otherwise of such a representative to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal the contractor shall appoint another such representative according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative shall be appointed by the contractor soon after receipt of the approval from GM / AGM and shall be available at site within fifteen days of start of work.

### **Employment of Technical Staff and employees**

If the contractor (or any partner in case of firm/company) who himself has such qualifications, it will not be necessary for the said contractor to appoint such a principal technical representative but the contractor shall designate and appoint a responsible agent to represent him and to be present at the work whenever the contractor is not in a position to be so present, All the provisions applicable to the principal technical representative under the Clause will also be applicable in such a case to contractor or his responsible agent. The principal technical representative and /or the contractor shall on receiving reasonable notice from the Engineer-in-Charge or his designated representative(s) in charge of the work in writing or in person or otherwise present himself to the GM / AGM and/ or at site of work, as required, to take instructions. Instructions given to the principal technical representative or the responsible agent shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and / or the contractor or his responsible authorised agent shall be actually available at site at least two working days every week, these days shall be determined in consultation with the Engineer-in-Charge as well as fully during important stages of execution of work during recording of measurements of work and whenever so required by the GM / AGM by a notice as aforesaid and shall also note down instructions conveyed by the GM / AGM or his designated representative in the site order book and shall affix his signature in token of noting down the instructions and in token of acceptance of measurements. There shall be no objection if the representative/ agent looks after more than one work and not more than three works in the same station provided these details are disclosed to the GM / AGM and he shall be satisfied that the provisions and the purpose of this clause are fulfilled satisfactorily.

If the GM / AGM, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative or agent is effectively appointed or is effectively attending or fulfilling the provision of this clause, a recovery shall be effected from the contractor as specified in Schedule \_F^ and the decision of the GM / AGM as recorded in the site order book and measurement recorded in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint a suitable technical representative or responsible agent and if such appointed persons are not effectively present or do not discharge their responsibilities satisfactorily, the GM / AGM shall have full powers to [Type here]

suspend the execution of the work until such date as a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative/ responsible agent along with every on account bill/ fixed bill and shall produce evidence if at any time so required by the GM / AGM.

ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The GM / AGM shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the GM / AGM to be undesirable. Such person shall not be employed again at works site without the written permission of the GM / AGM and persons so removed shall be placed as soon as possible by competent substitutes.

#### **CLAUSE 37: Levy/Taxes payable by Contractor**

i) All taxes and duties including service tax and educational cess as applicable on the goods and services being supplied by the contractor during the execution of the work shall be paid by the contractor. Any change in the rates of taxes and duties shall be to the contractor's account.

ii) The contractor shall deposit royalty and obtain necessary permit for supply of the red bajri, stone, kankar, etc. from local authorities.

iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Authority 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 Authority 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 38 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, pursuant to the Constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any  
[Type here]



and the contractor thereupon necessarily and properly pays such taxes/ levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the GM / AGM (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

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 duly authorized representative of the Authority and / or the GM / AGM and further shall furnish such other information/ document as the GM / AGM 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, pursuant to the Constitution (Forty Sixth Amendment) Act, 1982, give a written notice thereof to the GM / AGM that the same is given pursuant to this condition, together with all necessary information relating thereto.

#### **CLAUSE 39. Termination of contract on death of contractor**

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the GM / AGM on behalf of the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) shall have the option of terminating the contract without compensation to the contractor.

#### **CLAUSE 40 If relation working in CPWD then The contractor not allowed to tender**

The contractor shall not be permitted to tender for work in the Authority (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the c(both inclusive). He shall also intimate the names of person who are working with him in any capacity or subsequently employed FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) or in the Ministry of Food, Consumer Affairs & Public Distribution, Govt. of India, New Delhi. Any breach of this condition by the Contractor would render him liable to be removed from the approved list of contractors of this Authority. The contractor would also be debarred from tendering in the Authority for five years for any breach of this condition.

**Note:**—By the terms "near relative" is meant wife, husband, parents and grand parents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in laws.



**CLAUSE 41. : No Engineer to work as Contractor within two years of retirement**

No Engineer or other officer, employed in Engineering or administrative duties, in the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) is allowed to work as a contractor for a period of two year of his retirement from AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) service without the previous permission of the Authority. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such a person who had not obtained the permission of AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) as aforesaid, before submission of the tender or engagement in the contractor's service as the case may be.

**CLAUSE 42. Return of material and recovery for excess material issued**

i) After completion of the work and also at any intermediate stage in the event of non-reconciliation of materials issued, consumed and in balance (see Clause 10), theoretical quantity of materials issued by the Authority for use in the work shall be calculated on the basis and method given hereunder:-

- a) Quantity of cement & bitumen shall be calculated on the basis of quantity of cement & bitumen required for different items of work as shown in the Schedule of Rates mentioned in Schedule \_F'. In case any item is executed for which standard constants for the consumption of cement or bitumen are not available in the above mentioned schedule/ statement or cannot be derived from the same, shall be calculated on the basis of standard formula to be laid down by the GM / AGM.
- b) Theoretical quantity of steel reinforcement or structural steel sections shall be taken as the quantity required as per design or as authorised by GM / AGM including authorized lappages, chairs etc. plus 3% wastage due to cutting into pieces, such theoretical quantity being determined and compared with the actual issues each diameterwise, sectionwise and categoriwise separately.
- c) Theoretical quantity of G.I. & C.I or other pipes, conduits, wires and cables, pig lead and G.I./M.S. sheets shall be taken as quantity actually required and measured plus 5% for wastage due to cutting into pieces (except in the case of G.I./M.S. sheets it shall be 10%), such determination & comparison being made diameterwise & categoriwise.
- d) For any other material as per actual requirements.

ii) Over the theoretical quantities of materials so computed a variation shall be allowed as specified in Schedule \_F'. The difference in the net quantities of material actually issued to the

[Type here]

contractor and the theoretical quantities including such authorised variation, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer-in-Charge within fifteen days of the issue of written notice by the GM / AGM to this effect shall be recovered at the rates specified in Schedule 'F', without prejudice to the provision of the relevant conditions regarding return of materials governing the contract. Decision of GM / AGM in regard to theoretical quantities of materials, which should have been actually used as per the Annexure of the standard schedule of rates and recovery at rates fixed in Schedule II be final and binding on the contract. For non-scheduled items, the decision of the GM / AGM regarding theoretical quantities of materials, which should have been actually used, shall be final and binding on the contractor.

iii) The said action under this clause is without prejudice to the right of the Authority to take action against the contractor under any other conditions of contract for not doing the work according to the prescribed specifications.

#### **CLAUSE 43. Compensation during war like situations**

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the GM / AGM and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for in Authority in the work being damaged or destroyed in consequence of hostilities or war-like operation, the contractor shall when ordered (in writing) by the GM / AGM to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates, in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the GM / AGM, such payments being in addition to compensation upto the value of the work, originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for the compensation shall be assessed by the General Manager (P&A) upto Rs. 5,000/- and by the Chief Engineer for higher amount. The contractor shall be paid for the damage/destruction suffered and for restoring the material at the rates based on analysis of rates tendered for in accordance with the provision of the agreement. The certificate of the GM / AGM regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequences of hostilities or war-like operation (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officer or the GM / AGM (b) for any materials etc, not on the site of the work or for any tools, plants, machinery, scaffolding, temporary building and other things not intended for the work.

[Type here]

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the GM / AGM.

#### **CLAUSE 44. Apprentices Act provisions to be complied with**

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders and issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the GM / AGM 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 45: Release of Security Deposit after labour clearance**

Security deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete, the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the GM / AGM. The GM / AGM, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and / or no communication is received from the Labour Officer to this effect till six months after the date completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due Schedule showing approximate quantity of materials to be supplied by the AGRICULTURAL AND PROCESSED FOOD PRODUCTS EXPORT DEVELOPMENT AUTHORITY (APEDA) under clause 10 of the Conditions of contract of work contracted to be executed and the rates at which they are to be charged for.

Particulars Rates at which the material will be charged to the contractor Place of delivery  
AS PER SCHEDULE B ATTACHED

**Note:** — The person or firm submitting the tender should see that the rates in the above schedule are filled up by the GM / AGM on the issue of the form prior to the submission of the tender. To be filled in by the General Manager (P&A).

**Contractor**  
**Name & Seal with**

**General Manager (P&A)**  
**For & on behalf of A**

[Type here]

## **SPECIFICATION**

### **LIST OF THE MATERIALS OF APPROVED BRAND AND/OR MANUFACTURE –FURNISHING**

Commercial plywood confirming to BIS.	Austin/Fiden/Mayang/Century/ /Mayur/ Archidply/Green Donear
Marine/water proof plywood confirming to relevant BIS.	Austin/Fiden/Mayang/Century/ /Mayur/ Archidply/Green Donear
Flush door confirming to relevant BIS.	Archidply/Austin/Granite/kutty
Block Board confirming to relevant BIS.	Austin/Fiden/Mayang/Century/ /Mayur/ Archidply/Green Donear
One side Laminate sheet (1mm thick)	FORMICA/Archidlam/Century/Green/Marino/ Or any ISI make
One side Laminate sheet (1.5mm thick)	FORMICA/Archidlam/Century/Green/Marino/ Or any ISI make
12mm thick pre-laminated(on both side) particle board	NOVAPAN(indian )Ltd.or ,equivalent
ACP	AL strong,Alstone/Euro Bond or Equivalent
Soft Board	Jolly Board or Equivalent
Veneer	Archidlam/Donear
Veneer-Indian	Donear/Century/Greenlam/Archidply/Time
Melamine Finish	Wood coat pigmented (2 coats) Manufactured by M/s. MRF Ltd./Asian Paints- as per manufacturers specification.
Glazing	TATA float/Modi float/TATA asahi /Saint Gobian.
Glazing (Clear)	Modi/Hindustan/TATA asahi / Saint Gobian.
Mirror	Modi/Hindustan/TATA/Saint /Gobian
Tower bolt	Jyoti/ISI Mark/Flora or equivalent.
Ball catch ordinary	Brass Heavy Duty.
Ball catch magnetic	Earl Bihari Pvt. Ltd.
Handle	Brass lacquer quoted / brush finish
Hinges for cupboards –with stainless steel rod.	Heavy duty
Box Hinges	Lama Imported
Drawer Guide -Telescopic	Efficient/Earl Bihari or equivalent.
Keyboard-indian	Earl Bihari Pvt. Ltd. Or equivalent.
Keyboard-imported with HDP	BTC- first quality
Screws	GKW or equivalent
Lock for drawers –multi lock	Efficient / Godrej.

[Type here]

	Lock for cupboards	Godrej
	Door Lock –Cylindrical lock	YELE / Union/ Godrej
	Door Lock -Mortise	Godrej
	Night latch	Godrej /YELE
	Door Closure	Garnish / Hyper / Everlite
	Floor Spring	Everite / Garnish
	Door stopper	Early Bihari Pvt. Ltd. Or equivalent.
	Aluminium Section	HINDALCO /JINDAL / SHUBAM
	Adhesive for wood	Fevicol /Vamicol
	Rubberised adhesive	SR 998 or SR Express of M/s. Pedilite industries.
	Acrylic sheet	Approved quality
	Asbestos cement sheet	Everest
	False Ceiling sections	India Gypsum Ltd./ Boral
	Plaster of Paris	Approved quality
	Marble	First Quality
	Cement	Larsen & Tubro /acc -43 grade.
	Cement for fixing tiles as dado	Larsen & Tubro /acc-43 grade.
	White Cement	Birla white
	Steel for reinforcement	TATA/Sail conforming to BIS specification.
	Water proofing compounds	Roffe /Cica /Krishna Chemicals/Sunanda Perma quick.
	Vitrifide Tiles	Bell Granito /Jonson /Euro Nitco
	Ceramic tiles	Kajaria/Nitco/Jonson/Somani.
	Sanitary fittings	Parryware/ Jaguar & Co.
	Water supply fixtures	Jaguar & Co./Essco.
	CI Pipe –c Class	TATA /zenith/ISI marked
	Stoneware pipe –Grade A	Dalmia /ISI marked
	Cement pipe	Everest /ISI marked
	PVC Pipe & fittings	Prince /Tribore /ISI marked
	Gate valve	Leader / ISI marked
	Pipe fittings	R Brand / ISI marked
	Colour pigment	Roffe compound
	Toilet Seat cover	Parryware /Jaguar & Co.
	Toilet -Accessories	Jaguare –continental series
	Liquid Soap Container	ASCON Engineers /ISI Marked
	Hand dryer	ASCON Engineers /ISI Marked
	Paint	Nerolac/Asian / Berger /ICI
	Sealant	Silicon – Dow Corning 995 Polysulphide –Pedilite industries.

**NOTE:-**

- *The tender shall use all the material strictly as per the list of approved make as stated above. it is mandatory to take the written confirmation well in advance if the material as stated above is not available and /or the same is not suitable (colour ,size ,shape, texture )as per the site condition.*
- *In case the tenderer wish to verify the detail specification of materials, workmanship etc . the same may be verified from the office of architect before submission of the tender.*
- *Whether a product is equivalent or not will be decided by the engineer –in-Charge only.*

**LIST OF THE METERIALS OF APPROVED BRAND AND / OR MANUFACTURE – ELECTRICAL**

<b>ALL MATERIAL USED MUST HAVE ISI &amp; FIA APPROVED</b>		
	Rigid PVC conduit	Medium Gauge wall thickness ISI & FIA approved & manufactured from virgin material Precision, BEC or equivalent.
	Accessories for conduit	Same make as sr. no 1 above.
	Copper Conductor PVC coated wire ( Flexible)	As per IS: 694-1977 of Finolex (FRLS), National (FRLS)
	Raceways and Junction Box	Legrand
	Switches	Legrand
	Main Switch fuse up to Amps- A.C 23 duty	Legrand/L & T / Hager
	Above 63 Amps – A.C. 23 duty	L & T / Hager
	HRC	L & T / Hager
	MCBs	Legrand ( Load Contact) /L & T/Hager
	Distribution board	MDS/ L&T (Double Door), Factory fabricated duly as per the drawing /Legrand/ Hager
	Rewirable Porcelain Fuse	CPL,KEW.
	Telephone wires	Delton,Finolex as per ITD S/WS -113B
	PVC tape	Steel grip.
	Compound	Shalimar No. 6
	Main Cables down stream up to 35 sq.mm	PVC armoured cable for 1.1 KV as per ISI 1554.KEI/Asian /National/ Polycab
	Branched Cable downstream from 35 sq .mm	KEI /Asian /National /Polycab.
	Glands	Double compression type ,siemens type with rubber ring and double washers (sample to be approved) Comet/ Complex
	Cable Lugs	Dowells, 3-d

[Type here]



Metal Clad Plugs	Legrand
Switch Plate & Switches	Legrand
Connectors /Indicator	Technic, Mimic (Static LED type), Technoplast ,Porcelain
Button holder , Angle holder , ceiling Rose	Anchor, Precision
M.S. Conduit ISI	BEC 16 gauge
M. S Boxes	Fabricated out of 16 gauge continuously welded (sample to be approved )
ELCB	Legrand / Hager
A.C.B. Drawout type (LT)	L & T
Telephone tag block	Chrono India Ltd / Legrand
Capacitor	L & T /Crompton Greaves.
Realy	L & T
MCCB	Legrand/ Hager
Meter	Jaipur , Havells
Light Fixture	HAVELS / Bajaj
Ceiling Fans	Crompton / Orient / Usha
Exhaust Fan	Crompton / Havells. With PVC body
Electronic call bell / timer	Anchor / Precision
TV cable	Finolex
Volt meter & Ammeter (Digital)	Meco , AE
Current Transformer	AE , Kappa
L.T. Panel	L&T or fabricated by cpri approve Fabricator / Hager
Data Telephone (cat5 & Cat 6) cabling & its Components	AMP /D Link
Change over switch	Legrand / L&T /Hager
24 port jack Panel	AMP /D Link
4U/ 9U/12 U / 15 U Rack for jack Panel	Vallrack

**NOTE:-**

- **The tender shall use all the material strictly as per the list of approved make as stated above. it is mandatory to take the written confirmation well in advance if the material as stated above is not available and /or the same is not suitable (colour ,size ,shape, texture )as per the site condition.**
- **In case the tenderer wish to verify the detail specification of materials, workmanship etc . the same may be verified from the office of architect before submission of the tender.**
- **Whether a product is equivalent or not will be decided by the engineer –in-Charge onl**

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## **PROFORMA-I**

### **BID FORM**

To  
APEDA, 4<sup>th</sup> floor, West Block,  
Housefed Complex, Beltola-Basistha Road, Guwahati-06, Assam

**Sub: IFB No. TENDER NO.**

*Gentlemen,*

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work/services in conformity with the said conditions of Contract and Terms of Reference for the sum of \_\_\_\_\_ **“NOT TO BE QUOTED HERE”** (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 5% of Total contract value for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

[Type here]

## **PROFORMA-II**

### **STATEMENT OF NON-COMPLIANCE (IF ANY)**

**(Only exceptions/deviations to be rendered)**

**1.0** The Bidder shall furnish detailed statement of **exceptions/deviations**, if any, to the IFB stipulations, terms and conditions in respect of each Section of Bid Document in the following format:

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

**Signature of Bidder:** \_\_\_\_\_

**Name:** \_\_\_\_\_

### **NOTE:**

APEDA expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids. If the **“Statement of Non-Compliance”** in the above Proforma is left blank (or not submitted along with the Bid), then it would be constructed that the bidder has not taken any exception/deviation to the IFB requirements.

**PROFORMA-III****PROFORMA LETTER OF AUTHORITY**

TO  
**AGM, APEDA**  
4<sup>th</sup> floor, West Block,  
Housefed Complex, Beltola-Basistha Road,  
Guwahati-06, Assam  
India

Dear Sir,

**SUB: APEDA TENDER No. ....**

We \_\_\_\_\_ of \_\_\_\_\_

Confirm that Mr. \_\_\_\_\_

(Name and Address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. \_\_\_\_\_ for **The Interior Development of New Office Premises at Housefed Complex, Guwahati for APEDA** for any commercial / Legal purpose etc.

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

Yours faithfully,

Signature : \_\_\_\_\_

Name & Designation \_\_\_\_\_

For & on behalf of \_\_\_\_\_

**NOTE:** This letter of authority shall be on printed letter head of the bidder, and shall be signed by a person competent and having the power of attorney (Power of attorney shall be annexed) to bind such Bidder.

[Type here]

## **PROFORMA-IV**

### **PROFORMA FOR DECLARATION OF MAKE & MODEL OF ITEMS TO BE PROVIDED**

This is in connection with the Bid submitted by ..... against Tender No. TENDER NO. for The Interior Development of New Office Premises at Housefed Complex, Guwahati for APEDA.  
With reference to above mentioned tender, I / we hereby confirm that if the contract under the above tender is awarded to me / us:

a) I / we will provide the following make & model of items against the corresponding specification as per tender document

b) I / we confirm that we have enclosed the data sheets & specifications from the OEMs / authorized dealers of the OEMs of all the above items along with our bid.

c) I / we also confirm that the make/model of the items offered by us and listed above are currently available in the market and we have enclosed necessary certifications from the OEMs / authorized dealers of the OEMs in this regard along with our bid.

d) I / we also confirm that the make/model of the items offered by us and listed above are equivalent to the desired make/model listed out in the tender and if in the decision of APEDA/EIC, the same is not equivalent with the desired make/model listed out in the tender, I / we will provide replacement make/model as advised by APEDA/EIC, without any additional cost implication.

e) I / we understand and accept that the decision of APEDA regarding the equivalency of offered make/model with the desired make/model shall be final & binding upon me/us and i/we shall make no claim (monetarily or otherwise) in case the make/model offered by me/us is not found to be equivalent with the desired make/model listed in the tender.

f) I / we understand and accept that in case make/model of an item, as declared by me/us along with the bid, is unavailable on account of being out-of-production at the time of execution of the job, then within 7 (seven) days from the date of issue of order by EIC regarding requirement of the item, I/we shall notify APEDA regarding the same with necessary documentary proof and offer replacement make/model with detailed specification sheet from the OEM/ authorized dealer of the OEM without any cost escalation (if any) on account of increase in price. However, in case of price reduction, I/we will pass on the benefit of the same to APEDA. I / we also understand and accept that acceptance of such replacement make/model will solely be at the discretion of APEDA/EIC and will be final & binding on me / us.

Yours faithfully,

Signature : \_\_\_\_\_

Name & Designation \_\_\_\_\_

For & on behalf of \_\_\_\_\_

**NOTE:** This proforma shall be on printed letter head of the bidder, and shall be signed by a person competent and having the power of attorney (Power of attorney shall be annexed) to bind such Bidder.

[Type here]

## **PROFORMA-V**

### **FORMAT OF BID SECURITY (BANK GUARANTEE)**

To:  
 APEDA, GUWAHATI  
 For DGM , 4<sup>th</sup> floor, West Block,  
 Housefed Complex, Beltola-Basistha Road, Guwahati-06, Assam

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of **The Interior Development of New Office Premises at Housefed Complex, Guwahati for APEDA** (hereinafter called "the Bid") against APEDA, 4<sup>th</sup> floor, West Block, Housefed Complex, Beltola-Basistha Road, Guwahati-06, Assam (hereinafter called the Company)'s **IFB No. TENDER NO..**

KNOW ALL MEN BY these presents that we (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "Bank") are bound unto the Company in the sum of (.....\*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

THE CONDITIONS of these obligations are:

- i) If the Bidder withdraws their bid within its original/extended validity.
- ii) If the Bidder modifies/revises their bid sumoto.
- iii) If the Bidder does not accept the order/contract.
- iv) If the Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/order/contract.
- v) If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of any one of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (\*\*) and any demand in respect thereof should reach the Bank not later than the above date.

[Type here]



SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Name of Bank & Address \_\_\_\_\_

Witness \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

Date: \_\_\_\_\_ Place: \_\_\_\_\_

\* The Bidder should insert the amount of the guarantee in words and figures in INR.

\* \* Date of expiry of Bank Guarantee should be minimum 150 days from the date of opening of Technical Bid

**Note:** If Bank Guarantee is submitted towards 'Bid Security', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.

## **PROFORMA-VI**

**[TO BE FILLED-UP / SUBMITTED BY THE VENDOR ON ITS LETTER HEAD FOR  
E-REMITTANCE]**

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

Bank Account Number (in which the Bidder wants remittance against invoices):

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

Service Tax Registration Number:

---

Signature of Bidder with Official Seal

[Type here]

## **PROFORMA-VII**

### **STANDARD FORMAT OF PERFORMANCE SECURITY (BANK GUARANTEE)**

**(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOA)**

To,  
**APEDA**  
**GUWAHATI-781005**  
**ASSAM**

### **ON NON – JUDICIAL STAMP PAPER OF ADEQUATE VALUE** **AS PER STAMP DUTY ACT**

This deed of guarantee made between ..... (**Full address of the issuing Bank**) ..... having the head office at ..... (hereinafter called the “Bank”, which expression, unless repugnant to the context or contrary) to the ONE PART and Agricultural and Processed Food Products Export Development Authority, GUWAHATI, having its Registered Office at DELHI, (hereinafter called “**APEDA**”, which expression shall include its successors and assignees) of the OTHER PART.

Whereas APEDA has placed a contract vide Contract No./**Agreement No.** ..... (hereinafter referred to as the said “Agreement”) for ..... (brief description of the nature of the contract) ..... for the period from.....to ..... with M/s. ....(**Contractor**) ..... (Full address of the contractor) ..... having its Regional Headquarters at .....(hereinafter called the “said Contractor”).

And whereas it is one of the terms of the said Contract/Agreement that the said Contractor shall furnish to APEDA a guarantee to the extent of **Rs.** ..... (Rupees ..... ) towards the security deposit / mobilization advance/ release of retention money/performance security from a Bank. Whereas the Bank has, at the request of the Contractor, agreed to give in favour of APEDA a guarantee in the manner hereinafter appearing which APEDA has agreed to accept.

1. We, the Bank, do hereby undertake to pay to APEDA an amount not exceeding **Rs.**..... (Rupees ..... ) against any loss or damage caused to or suffered or would be caused to or suffered by APEDA by reason of any breach by the said Contractor of any of the terms and conditions contained in the said Agreement.
2. We, the Bank, do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on receipt of a written demand from APEDA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by APEDA by reason of any breach by the said Agreement or by reason of the Contractor’s failure to perform, the said Agreement provided such demand in writing is received by the Bank on or before ..... Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee, subject however, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....

[Type here]

3. We, the 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 Agreement and that it shall continue to be enforceable till all the dues of APEDA under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till APEDA certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee or till..... whichever is earlier. Unless a demand or claim under this guarantee is made on and received by us in writing on or before ..... we shall be discharged from all liabilities under this guarantee thereafter.
4. We, the Bank, further agree with APEDA that APEDA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by APEDA against the said Contractor and to forbear or to enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability during the currency of this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act or omission on the part of APEDA or for any indulgence shown by APEDA to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so relieving us.
5. We, the Bank, undertake not to revoke this guarantee during the currency of this guarantee except with the previous consent of APEDA in writing.
6. This guarantee shall not in any way be affected by the change in the constitution of the contractor or us nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the contractee company or otherwise but shall ensure for and be available to and enforceable by the absorbing, amalgamated or reconstructed company of the contractee.
7. Notwithstanding anything contained in the foregoing our liability under this guarantee is restricted to Rs. .... (Rupees ..... ) our guarantee shall remain in force until..... Unless a claim in writing is received in this office before the close of business on ..... all your rights under this guarantee shall be forfeited and we shall be released and discharged from all liabilities thereunder.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Place: ..... (Address of the Bank/Branch in full)

**AUTHORIZED SIGNATORY WITH SEAL AND  
AUTHORIZATION NUMBER**

**Note:** If Bank Guarantee is submitted towards 'Performance Security', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.

[Type here]

## **PROFORMA-VIII**

### **Information to be furnished by the CONTRACTORS**

1.	Name of the Organisation	
2.	Address of the organisation	
	Phone No	Landline
		Mobile
	Email ID(For Correspondence Purpose)	
3	Year of Establishment	
4	Status of the firm (Whether Company/Firm/Proprietorship/Partnership)	
5	Name of the Proprietor/ Partners/ Directors etc (with professional qualifications)	
6	Whether registered with Registrar of Companies/ firm If so, No. & Date	
7	Names of the Bankers with address:	
8	Registration with Authorities	
	a) Income-tax No. PAN/GIR NO:	
9	b)Service Tax No: (Please furnish copies of above documents	
	c) Registration Number of company/Firm/org.	

[Type here]

10. Turnover of the Company/firm (Please attach copy of audited balance sheet and Profit and loss account for last three years):

Sl. No.	Year	Turnover	Income-tax paid	Service Tax paid
1				
2				
3				
	<b>Average</b>			

11. If you are registered in the panel of other organisations/statutory bodies, such as CPWD, PWD, MES, MSME Banks etc. furnish their names, category and date of registration

A			
B			
C			

13. i) Detailed description and value of works done for others in the past.

ii) Detailed description and value of works IN HAND.

**Please refer PROFORMA – IX**

15. Specify the KEY PERSONAL in the organization.

**Please refer PROFORMA – X**

16. Furnish the names of three responsible persons who will be in a position to certify about the quality as well as past performance of your organization.

i)

ii)

iii)

**Date**

**Signature & Seal of BIDDER**

[Type here]



## PROFORMA – IX(A)

### WORKS EXECUTED

Sl. No.	Name & Address of the Work executed	Name & Address of client with Tel. No.	Value of Work (In lacs)	Stipulated Time of Completion	Actual time of completion with date of start & completion	Performance Certificate enclosed 'Yes' or 'No'	Any other Information
1	2	3	4	5	6	7	8
1.							
2.							
3.							
4.							

**Note:** Copies of work orders / appointment letters along with xerox copies of relevant certificate, satisfactory completion certificate obtained from the client to be enclosed. Please note that, without the self attested copies of Completion Certificates, application is liable to be rejected.

Signature with Seal

[Type here]

**PROFORMA – IX(B)****WORKS IN HAND**

Sl.No.	Name & Address Of Project	Name & Address of client with telephone number	Value of Work (In lacs)	Stipulated Time of Completion - Date of Start -Stipulated Date of completion	Status (%age completed)	Any other information
1	2	3	4	5	6	7
1						

**Note:** Copies of work orders / appointment letters obtained from the client to be enclosed..

Signature with Seal

[Type here]

**PROFORMA – X****KEY PERSONNEL EMPLOYED WITH THE FIRM**

Sl. No	Name	Designation	Qualification	Experience	Since When Working With The Firm	Membership/ License/ Registration Number of respective professional institutions /societies; (like COA, IIA, Institution of Engineers )	Any other Information
1							
2							
3							
4							
5							
6							

Signature with seal

[Type here]

## PROFORMA – XI

(To be printed on a 20 rupee NJ stamp paper)

### AFFIDAVIT CUM DECLARATION

I, ....., S/O....., residing at ....., by age....., by domicile Indian, under the capacity of Sole Proprietor /Partner/Authorised Representative/Constituted Attorney/Karta (choose the correct option) of .....ABC....., (full name of MSME/NSIC/SSI) hereby solemnly declare and affirm as follows:

1. That ABC is a Micro/Small/Medium Enterprise (choose the correct option) and is registered under the Micro, Small and Medium Enterprises Development Act, 2006(hereinafter referred to as the MSMED Act) /National Small Industries Corporation (NSIC) / SSI and has its registered office at .....
2. That ABC avails all benefits under the said Act or NSIC as applicable and complies with all statutory formalities from time to time and has never been in default in this regard. (State the correct status of MSME mentioning stage of Part I and Part II in case the registration of MSME is in process as per relevant Act or registration under NSIC as applicable)
3. That ABC, being a Micro/Small/Medium Enterprise under MSMED Act, 2006 or Small Scale Industry or Enterprise registered under NSIC is entitled to claim exemption from deposit of Tender Fee and Earnest Money for the Tender put under notice by APEDA, having their regional office at APEDA, 4<sup>th</sup> floor, West Block, Housefed Complex, Beltola-Basistha Road, Guwahati-06, Assam (hereinafter referred to as the Authority/Company) i.e. : Tender No..... for .....(name of the Project)

[Type here]

4. That all documents of Bid submitted by ABC before the Company/B&R related to their registration, business activities, credentials and expertise are copies of original certificates and/or documents obtained on production of valid documents and facts.
5. That all the above representation and information disclosed in para 1 to 4 are correct and true to my knowledge and nothing material has been concealed. In case any documents or information are found to be false or forged, the bid submitted by ABC or any Job Order awarded to ABC shall be liable to cancelled by B&R and ABC shall be liable to indemnify B&R against the risk, cost and damage which the latter may suffer due to such acts of ABC.

**IN WITNESS WHEREOF, I,..... of ABC HEREBY AFFIRM THIS AFFIDAVIT CUM DECLARATION ON THIS ..... DAY OF .....**

\_\_\_\_\_  
**(Name)  
Authorised Representative  
(DEPONENT)**

**VERIFICATION**

I, the above named Deponent do hereby verify that the contents of the above Affidavit cum Declaration are true and correct to my knowledge & belief and no part of it is false. Nothing material has been concealed there from.

Verified at Kolkata on this the day of .....

\_\_\_\_\_  
**(Name)  
Authorised Representative  
(DEPONENT)**

(Signature of Notary Public)

[Type here]

## **BILL OF QUANTITIES**

ABSTRACT OF COST : INTERIOR DEVELOPMENT OF APEDA OFFICE COMPLEX AT HOUSEFED, GUWAHATI, ASSAM		
<b><u>ABSTRACT OF COST</u></b>		
A)	GENERAL ITEMS	
B)	CIVIL WORKS	
C)	AUDIO-VISUAL EQUIPMENTS FOR CONFERENCE ROOM	
D)	TOILET - SANITARY AND PLUMBING	
E)	ELECTRIFICATION & AIR CONDITIONING	
F)	CARPENTARY WORKS	
	Total cost of work	



## INTERIOR DEVELOPMENT OF APEDA OFFICE COMPLEX AT HOUSEFED, GUWAHATI, ASSAM

GENERAL ITEMS						
Slno.	Ref.	Items	Qty.	Units	Price ( in Rs.)	Total (in Rs.)
1		<b>DOOR</b>				
		<b>Flush Door Shutter</b>				
	ANALYSIS ITEM 1	Providing and fixing Flush door shutters with necessary hardware and fittings.	30.45	sq.m		
		<b>Glass Door</b>				
	ANALYSIS ITEM 2	Providing and fixing frameless toughened glass door with necessary hardware and fittings.	13.86	sq.m		
		<b>Entrance Solid Door</b>				
	ANALYSIS ITEM 3	Providing and fixing Flush door shutters with necessary hardware and fittings.	3.72	sq.m		
2		<b>LOW HEIGHT PARTITION</b>				
	ANALYSIS ITEM 4	Providing and fixing low height partition upto 1200mm ht. made of sal wood frame work section 46 x 35 mm comprising of vertical and horizontal at 600 c/c or part there of both direction fixed firmly to floors and walls in two parts.Lower part upto 900mm ht. shall have 12 mm B.W.R. plywood fixed on either sides and finished with 1mm thick laminate of approved shade and make as per design and upper part above 900mm ht. upto 1200mm ht. provided with 6mm thick clear float glass fixed with necessary hardwares.	34.04	sq.m		
3						

[Type here]

		FULL HEIGHT PARTITION				
	ANALYSIS ITEM 5	Providing and fixing full height partition upto 2550 mm ht. made of sal wood frame work section 46 x 35 mm comprising of vertical and horizontal at 600 c/c or part there of both direction fixed firmly to floors and walls shall have 12 mm B.W.R. plywood fixed on either sides and finished with 1mm thick laminate of approved shade and make as per design with necessary hardwares.	53.30	sq.m		
4		PARTLY GLAZED FULL HEIGHT PARTITION				
	ANALYSIS ITEM 6	Providing and fixing full height partition upto 2550 ht. made of sal wood frame work section 46 x 35 mm comprising of vertical and horizontal at 600 c/c or part there of both direction fixed firmly to floors and walls in two parts- Lower part upto 1200 ht. shall have 12 mm B.W.R. plywood fixed on either sides and finished with 1mm thick laminate of approved shade and make as per design and upper part above 1200 ht. upto 1500 ht. provided with 8mm thick itching glass paint fixed with timber beading or on both sides. All timber work to be polished with melamine finish.	42.69	sq.m		

5		FALSE CEILING				
		<b>GYPSUM CEILING</b>				
	APWD SOR (13-14) 7.2.1	Supplying, fitting, fixing and painting where necessary (one coat primer and two coats of paint) M/F Suspended Ceiling which includes G.I. perimeter channels of size 0.55mm thick (having one flange of 20mm and another flange of 30mm and a web of 27mm) alongwith perimeter of ceiling, screw fixed to brick wall/ partition with the help of nylon sleeves and screws/ at 610mm c/c. ii) 12.5mm	416.95	sq.m		
		<b>GRID CEILING</b>				
	APWD SOR (13-14) 7.11.1(B)	Providing and fixing Mineral Fiber Acoustic Ceiling Tiles in 600mmX600mm of 15mm thickness of MICROLOOK DUNE RH99 BOARD to be placed in Grid Suspended Ceiling consisting of Main Runner 3600mm long, Cross Tee 1200mm/600mm long and wall angle. The wall angle shall be fixed on PVC Dash Fasteners on the perimeter of the wall by steel screws with a distance 300mm c/c. Grid of module size 600mm X 600mm shall be supported by 4/6 mm dia G.I.wire from the purlins/soffit Tiles of Armstrong or Equivalent make including the cuttings complete as directed.	192.06	sq.m		

[Type here]

		<b>WOODEN CEILING</b>				
	ANALYSIS ITEM 7	Providing and fixing 12mm thick plywood ceiling finished with 1mm thick laminate as per design including fitting and fixing with countersunk screws with the framework complete (framework to be measured and paid separately)	8.71	sq.m		
6		<b>Wall Panelling</b>				
	ANALYSIS ITEM 8	Providing and fixing timber frame work on the wall where required of 25 x 50 mm section upto ceiling ht. and covered with 12 mm thick B.W.R. plywood and finishing with 1mm thick laminated sheet of approved shade and design.	166.90	sq.m		
7		<b>Bamboo Ply Panelling</b>				
	ANALYSIS ITEM 9	Providing and fixing timber frame work on columns where required of 25 x 50 mm section upto ceiling ht. and covered with 12 mm thick bamboo ply of approved shade and design.	35.83	sq.m		
8		<b>LOOP PILE CARPET FLOORING</b>				
	APWD SOR (13-14) 5.12.1	Providing, fitting and fixing loop pile carpet from uniproducs (India) Ltd.of thickness not less than 4mm with maximum 7mm pile height with pile fibre of 100% BCF polypropelene of width 3.66m laid on existing concrete floor with approved transparent polythene and foam sheet to make the floor surface even and sound free complete as directed and specified. vi) Harmony Brand	75.83	sq.m		
9		<b>PLANTER</b>				
	ANALYSIS ITEM 10	Providing and placing in position wooden planter made of 19 mm B.W.P. block board finished with laminated sheet and timber beading complete	10.00	nos.		

[Type here]

10		<b>POT PLANTS</b>				
	ANALYSIS ITEM 11	Providing plants for the planters	10.00	nos.		
11		<b>WALL PICTURES AND MURALS</b>				
	ANALYSIS ITEM 12	Providing Wall pictures and murals for the walls	2.00	nos.		
12		<b>WINDOW BLINDS</b>				
	APWD SOR (13-14) 15.7.1	Supplying, fitting and fixing MAC blinds horizontal and vertical complete as specified and directed by the department at all levels. A) Vertical Blinds (a) Regular iv) 50mm	20.72	sq.m		
13		<b>CURTAINS</b>				
	ANALYSIS ITEM 13		20.72	sq.m		
14		<b>WALLPAPER</b>				
	QUOTATION	Providing and pasting customized wallpaper as per design and as per the manufacturer's specifications.	50.866	sq.m		
		<b>Total</b>				

## INTERIOR DEVELOPMENT OF APEDA OFFICE COMPLEX AT HOUSEFED, GUWAHATI, ASSAM

### INTERNAL CIVIL WORKS

Slno.	Ref.	Items	Qty.	Units	Price ( in Rs.)	Total (in Rs.)
1		<b>BRICKWORK</b>				
	APWD SOR (13-14) 4.1.8	1st class brick nogged wall in cement mortar including racking out joints and curing complete as directed in super structure above plinth up to 1st floor level (protruding M.S rod/Tor steel of column to be embedded in cement mortar and will be measured and paid separately) A) 112mm thick brick wall a) In cement mortar in proportion 1:4	205.65	sq.m		
2		<b>PLASTERING</b>				
	APWD SOR (13-14) 6.2.2	15 mm thick Cement plaster in single coat on single or half brick wall for interior plastering up to 1st floor level including arises, internal rounded angles, not exceeding 80mm girth and finished even and smooth including curing complete as directed.				
		A) On fair side b) In cement mortar 1:4	411.30	sq.m		

[Type here]



3		TOILET FLOORING				
	I	ANTISKID TILES				
	APWD SOR (13-14) 5.11.1	Providing Antiskid Tiles of approved quality size, shape not less than 8mm on floor, skirting over a cement mortar bed 15mm thick of 1:3 (1 cement: 3 coarse sand) approved make fix with Fix-A-Tile (Choksey/Sika/Pedelite/Rouf)/ white cement complete at all level as specified and directed.				
		B) Vitrified i) Normal range b) Deluxe	20.00	sq.m		
	II	DADO				
	APWD SOR (13-14) 5.7.2.2	Providing polished vitrified wall tiles of approved quality, size, shape and thickness not less than 8mm on walls and skirtings over cement mortar bed 10mm thick in prop.1:3(1 cement : 3 coarse sand) including cutting where necessary finished with flush pointing with Fix - A - Tile (Choksey/Sika/Pedelite/Rouf) / white cement slurry mixed with approved pigment to match shade of tiles, mixed with approved pigment to match the shade of the tiles, complete at all levels as specified and directed. (Coloured pigment should be in conformity with colour of tiles and as approved and directed by the Department)				
		iii) of size 300mm x 600mm and above	91.20	sq.m		

4		FINISHING AND PAINTING				
	APWD SOR (13-14) 13.3.4	Providing two coats of Birla White Wall Care Putty (Water Resistant White Cement based putty for concrete/ mortar walls and ceiling both internal and external) after removing all loosely adhering material from the wall surface with the help of emery stone, putty blade or wire brush and moistening the wall with sufficient quantity of clean water as specified and directed by the department. (Total thickness of two coats is maximum 1.5mm) i) Thickness = 1.5mm thick	704.32	sq.m		
	APWD SOR (13-14) 13.2.2d)	Applying one coat of alkali resistance primer of approved brand and manufacture on wall surface after thoroughly brushing the surfaces free from mortar droppings and other foreign matter and including preparing the surface even and sand papered smooth.	704.32	sq.m		
	APWD SOR (13-14) 13.4.7	Wall painting (two coats) with Plastic emulsion paint of approved brand and manufacture (Asian paint/ Berger paint/ ICI paint/ J & N paint/ Nerolac) on new surface to give an even shade after thoroughly brushing the surfaces free from mortar droppings and other foreign matter and sand papered smooth. (a).Plastic Emulsion Paint of approved brand and manufacture (Asian paint/ Berger paint/ ICI paint/ J & N paint/ Nerolac)	704.32	sq.m		
		<b>Total</b>				

[Type here]

## INTERIOR DEVELOPMENT OF APEDA OFFICE COMPLEX AT HOUSEFED, GUWAHATI, ASSAM

## AUDIO-VISUAL EQUIPMENTS FOR CONFERENCE ROOM

Slno.	Items	Qty.	Units	Price (in Rs.)	Total (in Rs.)
1	Bosch / Honeywell Mixer Amplifier 240W	1	Nos.		
2	Bosch Conference Controller Unit	1	Nos.		
3	Avaya Video Conference controller	1	Nos.		
4	Sony 48" LED TV	2	Nos.		
5	30 Watt Wall Mount Speaker	8	Nos.		
6	Bosch Chairman Unit with 18" Gooseneck Mic & base	1	Nos.		
7	Bosch Delegate Unit with 18" Gooseneck Mic & base	20	Nos.		
8	Bosch Extension Cable 10 M	1	Nos.		
9	Popup Box	11	Nos.		
10	Microphone Cable	100	Mtrs.		
11	Speaker Cable	50	Mtrs.		
12	Audio Cable 10 Mtrs (Rack to Popup Box & TV)	11	Nos.		
13	HDMI Cable 10 Mtrs (Rack to Popup Box & TV)	11	Nos.		
14	VGA Cable 10 Mtrs( Rack to Popup Box & TV)	11	Nos.		
15	VGA Cable 02 Mtrs	7	Nos.		
16	HDMI Cable 02 Mtrs	7	Nos.		
17	Audio Aux Cable 02 Mtrs	7	Nos.		
18	PVC sq Conduit, PVC Pipe, Casing	400	Mtrs.		
19	Aten HDMI Splitter 01 In 04 Out	1	No.		
20	Aten VGA Splitter 01 In 04 Out	1	No.		
21	Aten HDMI Auto Switcher 8 In 01 Out	1	No.		
22	Aten VGA Audio Auto Switcher 08 In 01 Out	1	No.		
23	Avaya Video Confering Equipment Single User	1	No.		
24	Equipment Rack with Spike Buster, Fan & Shelf	1	No.		
<b>Total</b>					

[Type here]

## INTERIOR DEVELOPMENT OF APEDA OFFICE COMPLEX AT HOUSEFED, GUWAHATI, ASSAM

### SANITARY & PLUMBING

Slno.	Ref.	Items	Qty.	Units	Price ( in Rs.)	Total (in Rs.)
1		<b>European Water Closet</b>				
	APWD SOR (13-14) 1.3	Providing,fitting and fixing Vitreous China wall hang water closet ( European Type WC pan) with seat and lead,etc(Flushing Cistern to be paid separately) C) Jaquar make I) vi) Fusion	3	nos.		
2		<b>Flushing Cistern</b>				
	APWD SOR (13-14) 1.6	Supplying, fitting and fixing concealed cistern with all internal fittings with CI brackets including fitting and fixing standard size CP flush pipe, union clamps, etc complete as directed and specified ( pipes will be measured separately) C) Jaquar make	3	nos.		
3		<b>Urinal</b>				
	APWD SOR (13-14) 1.7	Providing, fitting and fixing vitreous china flat back type lipped front urinal basin of with automatic flushing cistern with standard flush pipe and CP brass spreader and brass unions etc complete including paintings of fittings and brackets, cutting and making good the walls and floors wherever required. C) Jaquar make a) White (i)	4	nos.		
4		<b>Counter Top Wash Basin</b>				
	APWD SOR (13-14) 1.13.5	Providing vitreous China Counter-top wash basin with CP brass waste coupling of standard pattern, C.P. brass chain with plug, PVC waste pipe including painting of fittings and brackets , cutting and making good the walls and slabs wherever required. (Pillar cock,stop cock, waste coupling are to be paid separately) B) Hindware make (a) ii) Optra	3	nos.		

[Type here]

5		<b>Mirror</b>				
	APWD SOR (13-14) 1.19	Providing, fitting and fixing Decorative Mirror of Agmecco make colour CP frame complete as directed and specified. (A) Parryware make (a)	3	nos.		
6		<b>Shelf</b>				
	APWD SOR (13-14) 1.20.1	Providing, fitting and fixing 550 mm glass shelf with CP guard rail of (iii) Jaquar make (b) Queen	3	nos.		
7		<b>Liquid Soap Container and Dispenser</b>				
	APWD SOR (13-14) 1.23	Providing, fitting and fixing liquid soap dispenser and liquid soap container complete as directed and specified. i) Jaquar make b)	3	nos.		
8		<b>Towel Ring</b>				
	APWD SOR (13-14) 1.26	Providing, fitting and fixing CP towel ring of Jaquar make complete as specified and directed (a) Jaquar make i)	3	nos.		
9		<b>Toilet Paper Holder</b>				
	APWD SOR (13-14) 1.31	Providing, fitting and fixing CP toilet paper holder of Jaquar make complete as specified and directed (a)Jaquar make vii)	3	nos.		
10		<b>Waste Coupling</b>				
	APWD SOR (13-14) 1.32	Providing, fitting and fixing CP Waste Coupling ( half thread HT and Full Thread FT) complete as directed and specified. (b) Sona (iii) Rupa	3	nos.		
11		<b>Bottle trap</b>				
	APWD SOR (13-14) 1.33	Providing, fitting and fixing CP bottle trap J type with outlet pipe and wall flange of following size (b) Sona make for basin etc. complete as directed and specified ii) Bottle trap Indian	3	nos.		
12		<b>HCI Pipes, bends, junctions, tees etc.</b>				
	APWD SOR (13-14) 1.36.4	Supplying, fitting and fixing H.C.I. plain single equal junction / plain tee including bolts and nuts and other fittings as required complete at all levels including below G.L. as directed and specified. (b) Concealed by chiselling or breaking brick wall/ C.C. / R.C.C. and making good to the damages(i) 150 mm dia	7	nos.		

[Type here]

13		<b>CPVC Pipes, bends, junctions, tees etc.</b>				
	APWD SOR (13-14) 1.37.1	Supplying, fitting and fixing P.V.C. pipes of 6kg/cm <sup>2</sup> (Supreme/ Prince) or other ISI approved including joining, fitting and fixing with clamps etc. as necessary complete at all levels including below G.L. as directed and specified.(b) Concealed by chiselling or breaking brick wall/ C.C. / R.C.C. and making good to the damages(i) 160 mm dia	7	nos.		
14		<b>Grating</b>				
	APWD SOR (13-14) 1.41	Providing, fitting and fixing (300 x 230)mm C.I. yard gully hinged Grating complete as directed and specified	4	nos.		
15		<b>Piping</b>				
	APWD SOR (13-14) 3.1.6	Supplying, fitting and fixing CPVC ( Chlorinated Polyvinyl Chloride) pipes having thermal stability for hot and cold water supply including all CPVC plain and brass threaded fitting including clams at 1.0 m spacing. This include jointing of pipes and fitting with one step CPVC solvent cement and testing of joints, complete at all levels as directed and specified. (B) Concealed pipe with cutting chases & making good the walls ( d) 32 mm nominal outer dia pipes	50	RM		
16		<b>Bib Cock</b>				
	APWD SOR (13-14) 3.2.1	Supplying, fitting and fixing C.P. bib cock 15 mm dia of approved brand directed and specified. (II) Jaquar Make (b) Queen's collection (ii) C.P.2-way bibcock with wall flange	3	nos.		



17		<b>Stop Cock</b>				
	APWD SOR (13-14) 3.3.2	Supplying and fitting, fixing Chrome plated (CP) stop cock of approved brand of size as mentioned below and directed and specified (G.I. and CP pipes will be measured and paid separately) I) Jaquar (b) Queen's collection (ii) concealed stop cock with adjustable wall flange	3	nos.		
18		<b>Pillar Cock</b>				
	APWD SOR (13-14) 3.5.1	Supplying and fitting, fixing C.P. pillar cock of 15mm dia of approved brand as specified and directed. (II) Jaquar make (b) Long neck with areator	3	nos.		
19		<b>Basin Mixer</b>				
	APWD SOR (13-14) 3.9.1	Supplying Fitting and fixing C.P. basin mixer complete as directed (III) Jaquar make b) Queen's Collection (i) Central hole basin mixer with regular spout without popup waste system with 450 mm long copper pipes and brass nuts Cat No. 7167	3	nos.		
<b>Total</b>						

## INTERIOR DEVELOPMENT OF APEDA OFFICE COMPLEX AT HOUSEFED, GUWAHATI, ASSAM

### ELECTRIFICATION & AIR CONDITIONING

S/no	Ref.	Items	Qty	Units	Price (in Rs.)	Total (in Rs.)
1		<b>MCB DISTRIBUTION BOARD</b>				
	APWD SOR (13-14) 15.7	Supplying with fitting and fixing sheet steel, phosphatised, powder painted Single door surface mounting TPN MCB DB incorporated with bus-bar, Neutral link, Earth bar and din rail etc fitted on wall with grouting nuts & bolts as reqd. complete with making necessary connection as approved, specified and directed by the deptt.				
	15.7.1.3	8 way TPN MCB box	2	pcs.		
	APWD SOR (13-14) 16.1	Supplying with fitting and fixing single Pole 10 KA 240/415V 50Hz MCB of the following capacity complete with making necessary connection as approved, specified and directed by the deptt.				
	16.1.1.1	6 to 32 A	48	pcs.		
	APWD SOR (13-14) 16.8	Supplying with fitting and fixing 30/100/300mA sensitivity 240/415V 50Hz 4P RCCB of the following capacity complete with making necessary connection as approved, specified and directed by the deptt.				
	16.8.1.3	63 A	2	nos.		
2		<b>POINT WIRING AND SUB MAIN WIRING</b>				
	a)	Wire Length upto 3m	20	nos.		
	b)	Wire Length upto 6m	25	nos.		
	c)	Wire Length above 6m	90	nos.		
3		<b>LIGHTING FIXTURES</b>				
	a)	Wall Bracket	30	nos.		
	c)	Ceiling LED Lights				
		LED Slim Down Lights Round - 12W	35	nos.		

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		LED Slim Down Lights Round - 5W	55	nos.		
		LED Slim Down Lights Square - 12W	51	nos.		
		LED Slim Down Lights Square - 5W	16	nos.		
	27.1.3	Fans	20	nos.		
	27.2.1.9	Exhaust Fans	6	nos.		
4		<b>WIRING FOR DATA AND VOICE OUTLETS</b>				
	I	Providing and laying CAT 6 Cable				
		a)RJ-45 for Data Points(RACEWAYS) AHLKMWW451	20	PTS		
		b)RJ-45 for Data Points(False ceiling and wall) AHLKMWW451	5	PTS		
	II	Providing and laying CAT 5 Cable AHLKMWW451				
		a)RJ-11 forVoice(RACEWAYS)	20	PTS		
		b)RJ-45 for Voice(False ceiling and wall)	5	PTS		
	III	Providing ,laying and connected PVC insulated Copper telephone cable of following sizes including termination .				
		a)25 pair	150	M		
	IV	Providing and fixing of telephone tag block of following sizes housed in GI box with cover of suitable size including termination				
		a)25 pair	2	nos.		
5		<b>FIRE EXTINGUISHERS</b>				
		Supply installation testing & commissioning of ISI marked Fire Exxtinguisher of ABC Type - 2 kg	5	nos.		

6		<b>DESK TOP UNITS</b>				
		Supply installation testing & commissioning of 3+3 Poop-up box for accessing power/data/voice.	6	nos.		
7		<b>SWITCHES, SOCKETS</b>				
	a)	6 A Switch	161	nos.		
	b)	16 A Switch	10	nos.		
	c)	6 A Sockets	55	nos.		
	c)	16 A Sockets	10	nos.		
	d)	Step Fan Regulator	22	nos.		
	e)	T.V.Socket	4	nos.		
	f)	Telephone Socket	15	nos.		
	g)	25 A Power Unit for AC (starter + socket)	18	nos.		
	h)	12 M cover plate	36	nos.		
	i)	12 M GI boxes	36	nos.		
8		<b>AIR CONDITIONER</b>				
	ANALYSIS ITEM	Supplying with installation, testing and commissioning of Hi-wall 3 star rating, non ducted split type air conditioner of the following capacity with cordless remote complete with indoor and outdoor unit, copper pipe and electrical connection upto 5 m between the room unit and outdoor unit as approved by the deptt. and as directed by the department.				
	ANALYSIS ITEM 43	1 ton of reputed make	2	nos.		
	ANALYSIS ITEM 44	1.5 ton of reputed make	2	nos.		
	ANALYSIS ITEM 45	1.8 ton of reputed make	8	nos.		

	ANALYSIS ITEM	Supplying with installation, testing and commisioning cassette type air conditioner of the following capacity with cordless remote complete with indoor and outdoor unit, copper pipe and electrical connection between the room unit and outdoor unit as approved by the deptt.and as directed by the department.				
	ANALYSIS ITEM 46	2.0 TR of reputed make	4	nos.		
	ANALYSIS ITEM 47	2.9 TR of reputed make	2	nos.		
9		<b>GEYSER</b>				
	APWD SOR (13- 14) 38.1	Supplying, fitting and fixing of electric storage water heater (Geyser) of (Havells/Venus/Bajaj/Ramson/Racold/ V Guard/Haier) or equivalent make including necessary connection etc.as required complete and as directed by the Department.				
	38.1.1.1	15 litre capacity	2	nos.		
10		<b>INVERTER</b>				
	APWD SOR (13- 14) SB.16.1	Supplying including installation of Inverter of reputed brand like Sukam, Luminous etc. with battery and its case as per direction and specified by the department				
	SB.16.1. 3	Sine Wave Inverter 1400 VA/240 V	1	nos.		
		<b>Total</b>				

INTERIOR DEVELOPMENT OF APEDA OFFICE COMPLEX AT HOUSEFED, GUWAHATI, ASSAM						
CARPENTRY WORKS						
S/no.	Ref.	Items	Qty.	Units	Price (in Rs.)	Total (in Rs.)
<b>A) WAITING LOBBY</b>						
1		<b>SOFA</b>				
a)	ANALYSIS ITEM 14	Providing and placing at site Godrej/Featherlite or Equivalent make two seater "Novara(Black)" sofa with overall dimension 1420mm(W) x 800mm(D) x 800mm(H)	3	nos.		
b)	ANALYSIS ITEM 15	Providing and placing at site Godrej/Featherlite or Equivalent make one seater "Novara(Black)" sofa with overall dimension 900mm(W) x 800mm(D) x 800mm(H)	2	nos.		
2		<b>CENTER TABLE</b>				
	ANALYSIS ITEM 16	Providing and placing at site; Godrej/Featherlite or Equivalent make centre table "Crystalline" with glass top	3	nos.		
3		<b>RECEPTION TABLE</b>				
	ANALYSIS ITEM 17	Providing and placing at site the Reception table of size 4200x900x750 with built in drawer shelf using 19mm thick BWR plywood (IS-303) of approved make. All the exposed surfaced of the table shall be laminated with 1mm thick lamination of approved colour mentioned in the drawing. The internal surface of the table and the drawer shall be finishing with balancing laminate of 0.8mm thk of approved colour laminate on all sides. Shelves of the drawer shall be made with 12mm thick plywood with two coats of enamel paint over a coat of primer with necessary hardware fixtures. The top of the table finished with 12mm thick glass with machine polished edges as per enclosed drawing.	1	nos.		

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4		<b>RECEPTION CHAIRS</b>				
	ANALYSIS ITEM 18	Providing and placing at site Godrej/Featherlite or Equivalent make office working chair "Revolving Bravo -High Back" with thick cushion seat & back and wider contoured seat and back for better comfort.Center tilt synchronous mechanism with tilt tension adjustment, aesthetic abuse resistant poly propylene armrest, seat height adjustment, The back hinging profile of the chair.	2	nos.		
5		<b>GLASS DISPLAY UNIT</b>				
	ANALYSIS ITEM 19	Providing and placing at site the custom madeglass display unit of size 6180x450x2250 with built in drawer and shelf using 19mm thick BWR plywood (IS-303) of approved make. All the exposed surfaced shall be finished with 1mm thick laminate of approved colour mentioned in the drawing. The internal surface shall be finished with balancing laminate of 0.8mm thk of approved colour laminate on all sides. with necessary hardware fixtures.	1	nos.		
		<b>Total</b>				
<b>B)</b>	<b>CONFERENCE ROOM</b>					
1		<b>CONFERENCE TABLE</b>				
	ANALYSIS ITEM 20	Providing and placing at site Conference table made of 19mm thick B.W.R block board of custom made make as per design. Top of the table to be finished with approved color and shade natural veneer ply and teakwood beading as per design. All wood work to be finished with melamine polish complete with best quality hardware i.e. handle, legs etc. With concealed wire space in the core of the structure of the table to facilitate optimum connectivity and vertical and horizontal wire management accross the length and height of the table for elegant and clean under table space.	1	nos.		

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2		<b>CONFERENCE CHAIR</b>				
a)	ANALYSIS ITEM 21	Providing and placing at site Godrej/Featherlite or Equivalent make Seating "Sedna Hi-back" for conference room.	1	nos.		
b)	ANALYSIS ITEM 22.1	Providing and placing at site Godrej/Featherlite or Equivalent make Seating "ACE conference" for conference room.	20	nos.		
c)	ANALYSIS ITEM 22.2	Providing and placing at site Godrej/Featherlite or Equivalent make Seating "Kareena mid back conference room chair" for conference room.	16	nos.		

3		<b>LOW HEIGHT CABINET- TYPE 1</b>				
	ANALYSIS ITEM 23	Providing and placing at site the custom made table of size 2150x600x750 with built in drawer and shelf using 19mm thick BWR plywood (IS-303) of approved make. All the exposed surfaced of the table shall be finished with 1mm thick laminate of approved colour mentioned in the drawing. The internal surface of the table and the drawer shall be finished with balancing laminate of 0.8mm thk of approved colour laminate on all sides. with necessary hardware fixtures.	2	nos.		
4		<b>LOW HEIGHT CABINET- TYPE 2</b>				
	ANALYSIS ITEM 24	Providing and placing at site the custom made table of size 1200x400x750 with built in drawer and shelf using 19mm thick BWR plywood (IS-303) of approved make. All the exposed surfaced of the table shall be finished with 1mm thick laminate of approved colour mentioned in the drawing. The internal surface of the table and the drawer shall be finished with balancing laminate of 0.8mm thk of approved colour laminate on all sides. with necessary hardware fixtures.	1	nos.		
<b>Total</b>						

c) LIBRARY						
1		<b>READING TABLE</b>				
	ANALYSIS ITEM 25	Providing and placing at site the custom made table of size 2350x900x750. All the exposed surfaced of the table shall be finished with 1mm thick laminate of approved colour mentioned in the drawing with necessary hardwares	2	nos.		
2		<b>STUDY CHAIR</b>				
	ANALYSIS ITEM 26	Providing and placing at site Godrej/Featherlite or Equivalent or Equivalent make Workstation chair "Ventilo Visitor, Blk Mesh+StV01" for study seating.	16	nos.		
3		<b>BOOK SHELF</b>				
	ANALYSIS ITEM 27	Providing and placing at site the custom made shelf of size 900x350x2100 with shelf using 19mm thick BWR plywood (IS-303) of approved make. All the exposed surfaced of the table shall be finished with 1mm thick laminate of approved colour mentioned in the drawing. The internal surface of the table and the drawer shall be finished with balancing laminate of 0.8mm thk of approved colour laminate on all sides. with necessary hardware fixtures.	22	nos.		
4		<b>LIBRARIAN TABLE</b>				
	ANALYSIS ITEM 28	Providing and placing at site the custom made table of size 1350x600x750 with credenza of size 750x400x750 with built in drawer and shelf using 19mm thick BWR plywood (IS-303) of approved make. All the exposed surfaced of the table shall be finished with 1mm thick laminate of approved colour mentioned in the drawing. The internal surface of the table and the drawer shall be finished with balancing laminate of 0.8mm thk of approved colour laminate on all sides. with necessary hardware fixtures. The top of the table finished with 12mm thick glass with machine polished edges as per enclosed drawing.	1	nos.		

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5		<b>LIBRARIAN CHAIR</b>				
	ANALYSIS ITEM 18	Providing and placing at site Godrej/Featherlite or Equivalent or Equivalent make office working chair "Revolving Bravo -High Back" with thick cushion seat & back and wider contoured seat and back for better comfort.Center tilt synchronous mechanism with tilt tension adjustment, aesthetic abuse resistant poly propylene armrest, seat height adjustment, The back hinging profile of the chair.	1	nos.		
6		<b>LOW HEIGHT CABINET</b>				
	ANALYSIS ITEM 29	Providing and placing at site the custom made table of size 4700x450x750 with built in drawer and shelf using 19mm thick BWR plywood (IS-303) of approved make. All the exposed surfaced of the table shall be finished with 1mm thick laminate of approved colour mentioned in the drawing. The internal surface of the table and the drawer shall be finished with balancing laminate of 0.8mm thk of approved colour laminate on all sides. with necessary hardware fixtures.	1	no.s		
		<b>Total</b>				
<b>D)</b>	<b>OFFICER'S CUBICLE</b>					
1		<b>OFFICER'S CHAIR</b>				
	ANALYSIS ITEM 18	Providing and placing at site Godrej/Featherlite or Equivalent or Equivalent make office working chair "Revolving Bravo -High Back" with thick cushion seat & back and wider contoured seat and back for better comfort.Center tilt synchronous mechanism with tilt tension adjustment, aesthetic abuse resistant poly propylene armrest, seat height adjustment, The back hinging profile of the chair.	4	nos.		

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2		<b>CUBICLE TABLE</b>				
	ANALYSIS ITEM 30	Providing and placing at site the custom made table of size 1500x900x750 with credenza of size 1000x450x750 with built in drawer and shelf using 19mm thick BWR plywood (IS-303) of approved make. All the exposed surfaced of the table shall be finished with 1mm thick laminate of approved colour mentioned in the drawing. The internal surface of the table and the drawer shall be finished with balancing laminate of 0.8mm thk of approved colour laminate on all sides. with necessary hardware fixtures. The top of the table finished with 12mm thick glass with machine polished edges as per enclosed drawing.	4	nos.		
3		<b>VISITOR'S CHAIR</b>				
	ANALYSIS ITEM 31	Providing and placing at site Godrej/Featherlite or Equivalent make Visitor chair "Earl Visitor" for seating	8	nos.		
4		<b>LOW HEIGHT CABINET</b>				
	ANALYSIS ITEM 32	Providing and placing at site the custom made table of size 6330x450x750 with built in drawer and shelf using 19mm thick BWR plywood (IS-303) of approved make. All the exposed surfaced of the table shall be finished with 1mm thick laminate of approved colour mentioned in the drawing. The internal surface of the table and the drawer shall be finished with balancing laminate of 0.8mm thk of approved colour laminate on all sides. with necessary hardware fixtures.	2	nos.		
		<b>Total</b>				

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E) WORKSTATION						
1		<b>WORKSTATION DESK</b>				
	ANALYSIS ITEM 33	Providing and placing at site custom made Workstation Desk top size 2840 x 600 x 750 made of 19mm thick B.W.R block board of reputed make as per design with drawer and keyboard units and c.p.u.trolley also.All the exposed surfaced of the table shall be finished with 1mm thick laminate of approved colour mentioned in the drawing. The internal surface of the table and the drawer shall be finished with balancing laminate of 0.8mm thk of approved colour laminate on all sides complete with best quality hardware.	2	nos.		
2		<b>WORKSTATION CHAIR</b>				
	ANALYSIS ITEM 18	Providing and placing at site Godrej/Featherlite or Equivalent or Equivalent make office working chair "Revolving Bravo -Mid Back" with thick cushion seat & back and wider contoured seat and back for better comfort.Center tilt synchronous mechanism with tilt tension adjustment, aesthetic abuse resistant poly propylene armrest, seat height adjustment, The back hinging profile of the chair.	4	nos.		
3		<b>OVERHEAD CABINET</b>				
	ANALYSIS ITEM 34	Providing and placing at site custom made Workstation Desk top size 2840 x 450 x 750 made of 19mm thick B.W.R block board of reputed make as per design with open shelves and shutter units.All the exposed surfaced of the table shall be finished with 1mm thick laminate of approved colour mentioned in the drawing. The internal surface shall be finished with balancing laminate of 0.8mm thk of approved colour laminate on all sides complete with best quality hardware.	2	nos.		
		<b>Total</b>				

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F) RETAINER ROOM 1						
1		<b>RETAINER TABLE</b>				
	ANALYSIS ITEM 35	Providing and placing at site the custom made table of size 2025x900x750 with credenza of size 1975x450x750 with built in drawer and shelf using 19mm thick BWR plywood (IS-303) of approved make. All the exposed surfaced of the table shall be finished with 1mm thick laminate of approved colour mentioned in the drawing. The internal surface of the table and the drawer shall be finished with balancing laminate of 0.8mm thk of approved colour laminate on all sides. with necessary hardware fixtures. The top of the table finished with 12mm thick glass with machine polished edges as per enclosed drawing.	1	nos.		
2		<b>RETAINER CHAIR</b>				
	ANALYSIS ITEM 18	Providing and placing at site Godrej/Featherlite or Equivalent or Equivalent make office working chair "Revolving Bravo -High Back" with thick cushion seat & back and wider contoured seat and back for better comfort.Center tilt synchronous mechanism with tilt tension adjustment, aesthetic abuse resistant poly propylene armrest, seat height adjustment, The back hinging profile of the chair.	1	nos.		
3		<b>VISITOR'S CHAIR</b>				
	ANALYSIS ITEM 31	Providing and placing at site Godrej/Featherlite or Equivalent make Visitor chair "Earl Visitor" for seating	2	nos.		

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4		<b>LOW HEIGHT CABINET</b>				
	ANALYSIS ITEM 36	Providing and placing at site the custom made table of size 2550x450x750 with built in drawer and shelf using 19mm thick BWR plywood (IS-303) of approved make. All the exposed surfaced of the table shall be finished with 1mm thick laminate of approved colour mentioned in the drawing. The internal surface of the table and the drawer shall be finished with balancing laminate of 0.8mm thk of approved colour laminate on all sides. with necessary hardware fixtures.	1	nos.		
		<b>Total</b>				
<b>G)</b>	<b>RETAINER ROOM 2</b>					
1		<b>RETAINER TABLE</b>				
	ANALYSIS ITEM 35	Providing and placing at site the custom made table of size 2025x900x750 with credenza of size 1975x450x750 with built in drawer and shelf using 19mm thick BWR plywood (IS-303) of approved make. All the exposed surfaced of the table shall be finished with 1mm thick laminate of approved colour mentioned in the drawing. The internal surface of the table and the drawer shall be finished with balancing laminate of 0.8mm thk of approved colour laminate on all sides. with necessary hardware fixtures. The top of the table finished with 12mm thick glass with machine polished edges as per enclosed drawing.	1	nos.		
2		<b>RETAINER CHAIR</b>				
	ANALYSIS ITEM 18	Providing and placing at site Godrej/Featherlite or Equivalent or Equivalent make office working chair "Revolving Bravo -High Back" with thick cushion seat & back and wider contoured seat and back for better comfort.Center tilt synchronous mechanism with tilt tension adjustment, aesthetic abuse resistant poly propylene armrest, seat height adjustment, The back hinging profile of the chair.	1	nos.		

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3		<b>VISITOR'S CHAIR</b>				
	ANALYSIS ITEM 31	Providing and placing at site Godrej/Featherlite or Equivalent make Visitor chair "Earl Visitor" for seating	2	nos.		
4		<b>LOW HEIGHT CABINET</b>				
	ANALYSIS ITEM 36	Providing and placing at site the custom made table of size 2550x450x750 with built in drawer and shelf using 19mm thick BWR plywood (IS-303) of approved make. All the exposed surfaced of the table shall be finished with 1mm thick laminate of approved colour mentioned in the drawing. The internal surface of the table and the drawer shall be finished with balancing laminate of 0.8mm thk of approved colour laminate on all sides. with necessary hardware fixtures.	1	nos.		
		<b>Total</b>				
<b>H)</b>	<b>REGIONAL-IN-CHARGE</b>					
1		<b>REGIONAL INCHARGE TABLE</b>				
	ANALYSIS ITEM 37	Providing and placing at site the custom made table of size 2700x900x750 with credenza of size 975x450x750 with built in drawer and shelf using 19mm thick BWR plywood (IS-303) of approved make. All the exposed surfaced of the table shall be finished with 1mm thick laminate of approved colour mentioned in the drawing. The internal surface of the table and the drawer shall be finished with balancing laminate of 0.8mm thk of approved colour laminate on all sides. with necessary hardware fixtures. The top of the table finished with 12mm thick glass with machine polished edges as per enclosed drawing.	1	nos.		
2		<b>OFFICER'S CHAIR</b>				
	ANALYSIS ITEM 22.2	Providing and placing at site Godrej/Featherlite or Equivalent make Seating "Kareena mid back chair".	1	no.s		
3		<b>VISITOR'S CHAIR</b>				
	ANALYSIS ITEM 31	Providing and placing at site Godrej/Featherlite or Equivalent make Visitor chair "Earl Visitor" for seating	3	nos.		

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4		<b>LOW HEIGHT CABINET</b>				
	ANALYSIS ITEM 38	Providing and placing at site the custom made table of size 2550x450x750 with built in drawer and shelf using 19mm thick BWR plywood (IS-303) of approved make. All the exposed surfaced of the table shall be finished with 1mm thick laminate of approved colour mentioned in the drawing. The internal surface of the table and the drawer shall be finished with balancing laminate of 0.8mm thk of approved colour laminate on all sides. with necessary hardware fixtures.	1	nos.		
5		<b>FULL HEIGHT CABINET</b>				
	ANALYSIS ITEM 39	Providing and placing at site the custom made table of size 1925x600x2650with built in drawer and shelf using 19mm thick BWR plywood (IS-303) of approved make. All the exposed surfaced of the table shall be finished with 1mm thick laminate of approved colour mentioned in the drawing. The internal surface of the table and the drawer shall be finished with balancing laminate of 0.8mm thk of approved colour laminate on all sides. with necessary hardware fixtures.	1	nos.		
6		<b>SOFA</b>				
a)	ANALYSIS ITEM 40	Providing and placing at site Godrej/Featherlite or Equivalent or Equivalent make Two seater Silver Sofa "D-Alpina" with overall dimension 1360mm(W) x 850mm(D) X 890mm(H)	1	nos.		
b)	ANALYSIS ITEM 41	Providing and placing at site Godrej/Featherlite or Equivalent or Equivalent make Single seater Silver Sofa "D-Alpina" with overall dimension 930mm(W) x 850mm(D) X 890mm(H)	1	nos.		
7		<b>SIDE TABLE</b>				
	ANALYSIS ITEM 42	Providing and placing at site Godrej/Featherlite or Equivalent or Equivalentmake corner table "Glide"	1	nos.		
		<b>Total</b>				

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I) EXHIBITION ROOM						
1		<b>DISPLAY TABLE</b>				
	ANALYSIS ITEM 43	Providing and placing at site the custom made table of size 3000x1500x750. All the exposed surfaced of the table shall be finished with 1mm thick laminate of approved colour mentioned in the drawing with necessary hardwares	1	nos.		
2		<b>DISCUSSION TABLE</b>				
	ANALYSIS ITEM 44	Providing and placing at site custom made Discussion Table top size 1500 x 750 x 750 made of 19mm thick B.W.R block board of reputed make as per design with drawer and keyboard units and c.p.u.trolley also. All the exposed surfaced of the table shall be finished with 1mm thick laminate of approved colour mentioned in the drawing. The internal surface of the table and the drawer shall be finished with balancing laminate of 0.8mm thk of approved colour laminate on all sides complete with best quality hardware.	2	nos.		
3		<b>DISCUSSION CHAIR</b>				
	ANALYSIS ITEM 31	Providing and placing at site Godrej/Featherlite or Equivalent make Discussion chair for seating	6	nos.		
4		<b>GLASS DISPLAY</b>				
	ANALYSIS ITEM 45	Providing and placing at site the custom madeglass display unit of size 2300x450x2250 with built in drawer and shelf using 19mm thick BWR plywood (IS-303) of approved make. All the exposed surfaced shall be finished with 1mm thick laminate of approved colour mentioned in the drawing. The internal surface shall be finished with balancing laminate of 0.8mm thk of approved colour laminate on all sides. with necessary hardware fixtures.	1	nos.		
		<b>Total</b>				

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<b>K) STORE ROOM</b>						
1		<b>STORE CABINET</b>				
	ANALYSIS ITEM 46	Providing and placing at site the custom made table with shelf using 19mm thick BWR plywood (IS-303) of approved make. All the exposed surfaced of the table shall be finished with 1mm thick laminate of approved colour mentioned in the drawing. The internal surface of the table and the drawer shall be finished with balancing laminate of 0.8mm thk of approved colour laminate on all sides. with necessary hardware fixtures.	1	nos.		
		<b>Total</b>				
<b>L) PANTRY</b>						
1		<b>BASE CABINETS WITH GRANITE TOP</b>				
	ANALYSIS ITEM 47	Providing and placing at site the custom base cabinets with built in drawer and shelf using 19mm thick BWR plywood (IS-303) of approved make and granite top. All the exposed surfaced of the cabinet shall be finished with 1mm thick laminate of approved colour mentioned in the drawing. The internal surface of the cabinets and the drawer shall be finished with balancing laminate of 0.8mm thk of approved colour laminate on all sides. with necessary hardware fixtures.	1	nos.		
2		<b>OVERHEAD CABINETS AND GLASS SHELF</b>				
	ANALYSIS ITEM 48	Providing and placing at site the custom base cabinets with built in drawer and shelf using 19mm thick BWR plywood (IS-303) of approved make and granite top. All the exposed surfaced of the cabinet shall be finished with 1mm thick laminate of approved colour mentioned in the drawing. The internal surface of the cabinets and the drawer shall be finished with balancing laminate of 0.8mm thk of approved colour laminate on all sides. with necessary hardware fixtures.	1	nos.		
		<b>Total</b>				

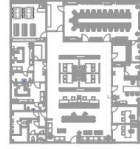
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M)		BUFFET ROOM				
1		<b>SERVICE TABLE WITH GRANITE TOP</b>				
	ANALYSIS ITEM 49	Providing and placing at site the custom made table of size 4500x600x750 with shelf using 19mm thick BWR plywood (IS-303) of approved make. All the exposed surfaced of the table shall be finished with 1mm thick laminate of approved colour mentioned in the drawing. The internal surface of the table and the drawer shall be finished with balancing laminate of 0.8mm thk of approved colour laminate on all sides. with necessary hardware fixtures.	1	nos.		
		<b>Total</b>				
		<b>GRAND TOTAL</b>				

## FURNITURE LAYOUT



## KEYPLAN



**NOTES:**

2. ALL DIMENSIONS ARE IN 1/4" DRAWINGS TO BE READ AND NOT SCALED.
3. THE CONTRACTOR SHALL FURNISH PUMP ONLY FOR THE FINAL DRAWINGS ARE TO BE ISSUED BEFORE THE FINAL DESIGN OF THE DRAWINGS.
4. ALL DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE CONSULTANTS WITHOUT DELAY. A FINAL SET OF WORKS ORIGINATED FROM TO EXECUTION.
5. ALL WORKS TO BE STRICTLY AS PER APPROVED SPECIFICATIONS.
6. ALL HORIZONTAL AND VERTICAL LEVELS TO BE MARKED OUT BY THE CONTRACTOR AND APPROVED BY THE APPROVAL.
7. ALL FRAMING/SUPPORT SYSTEMS TO BE CEILING/HANG PARTS SHALL BE SUBJECT TO APPROVAL OF DRAWINGS TO BE SUBMITTED BY THE CONTRACTOR.
8. THE CONTRACTOR IS TO ENSURE THAT ALL FRAMING/SUPPORT SYSTEMS IS PARTICULARLY FOR CEILING/HANG PARTS TO BE MAINTAINED AT LEVEL OF STRUCTURAL SOUNDNESS AND SAFETY.
9. ALL MATERIALS TO BE USED IN THE WORKS SHALL BE OBTAINED FROM TO EXECUTION OF WORKS.
10. SAFETY MEASURES AND PRECAUTIONS TO BE MAINTAINED DURING EXECUTION.
11. THE CONTRACTOR SUPERSEDE ALL PREVIOUS INTERIOR DRAWINGS ISSUED.

## REVISION

DATE	REMARKS

PROJECT:  
INTERIOR DEVELOPMENT OF NEW OFFICE  
COMPLEX OF APEDA AT HOUSEFED, GUWAHATI

CLIENT:

APEDA: AGRICULTURE & PROCESSED FOOD  
PRODUCTS EXPORT DEVELOPMENT AUTHORITY

DWG PARTICULARS :
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DRG. NO: AC/APDS-03/2016	DRAWN BY: ARCHITA KEDIA
CHECK BY: AR. YADAV	SCALE: 1:100
DATES: 31.03.2016	DEALT BY: AVINASH CHIRANIA

DRAWING TITLE:

## ELECTRICAL LAYOUT

**PRINCIPAL CONSULTANT:**

AR. RITUL SARMA      AR. ALPANA SARMA

**AKRITI**  
ARCHITECTS  
INTERIOR DESIGNERS  
ENGINEERS