



Ref: - NAFED/AZP/REN/2021-22

Dated: 27-07-2021

TENDER NOTICE

Sealed Tenders are invited in two bid systems (Technical & Financial) from experience & reputed Contractors/firm for **REPAIR & RENOVATION WORK OF NAFED AZADPUR BRANCH, DELHI**. Tender documents can be downloaded from website www.nafed-india.com.

- 1.EMD Rs.2,00,000/-.
- 2.Tender Cost: 1,180/- Inc GST.
3. Pre-bid meeting will be held at 1500 Hrs.(IST) on 03-08-2021.
- 4.Last date for Submission of tender on or before 1500 Hrs.(IST) on 17-08-2021 and opening of the same day by 15:30 Hrs.(IST)

NAFED reserves the right to accept or reject any or all tenders without assigning any reason thereof.

Branch Manager (Azadpur)
NAFED, New Delhi

REPAIR & RENOVATION WORK OF NAFED AZADPUR BRANCH, DELHI.

Tender No. NAFED/ AZP/ REN/ 2021-22

Sealed Tenders are invited in two bid systems by National Agricultural Cooperative Marketing Federation of India Ltd. from reputed and experienced Contractors for REPAIR & RENOVATION WORK OF NAFED AZADPUR BRANCH, DELHI.

Tender Documents may be downloaded from the Website <http://www.nafed-india.com> from 27-07-2021 To 17-08-2021 at 13:00 Hrs.(IST) and Pre-bid meeting will be held at 15:00 Hrs.(IST) on 03-08-2021 in the Office of the Branch Manager, NAFED Azadpur, New Sabzi Mandi, D-392, Sarai Pipal Thala Village, Azadpur, Delhi, 110033. Attending the Pre-bid meeting is compulsory for all the intended Vendors or Contractors.

The Techno-commercial bid and price bid in sealed envelopes may be submitted on or before 15:00 Hrs.(IST) on 17-08-2021 in the Office of the Branch Manager, NAFED Azadpur, New Sabzi Mandi, D-392, Sarai Pipal Thala Village, Azadpur, Delhi, 110033.

Opening of Techno Commercial Bids will be on the same day i.e., 17-08-2021 at 15:30 Hrs.(IST) in the Office of the Branch Manager, NAFED Azadpur, New Sabzi Mandi, D-392, Sarai Pipal Thala Village, Azadpur, Delhi, 110033.

Opening of Price Bids will be intimated to the technically qualified bidders later through email.

For further clarifications, please contact Mr. Manoj Kumar, Branch Manager, NAFED Azadpur, New Delhi on Tel. no: - 011-27679014, Mobile: 7503043903

CONTENT SHEETS

1. LEGEND;
2. INSTRUCTIONS TO VENDORS;
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- 5a. INDEX TO CONDITIONS OF TENDER / QUOTATION;
6. THE CONDITIONS OF TENDER / QUOTATION;
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8. MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS;
9. FORM OF TENDER;
10. INTERINTEGRITY PACT
11. ARTICLES OF AGREEMENT; and
12. CONDITIONS OF CONTRACT.

Signature of Contractor:

Address:

Date

Tender Document

LEGEND

Name of the Work : REPAIR & RENOVATION WORK OF NAFED
AZADPUR BRANCH, DELHI.

Name of the Employer : Branch Manager, NAFED Azadpur, New
Sabzi Mandi, D-392, Sarai Pipal Thala Village,
Azadpur, Delhi, 110033.

INSTRUCTIONS TO TENDERERS

Name of the Work : REPAIR & RENOVATION WORK OF NAFED
AZADPUR BRANCH, DELHI.

1. The document supplied to you comprises of items listed in the page, marked in the "Contents" sheet. Please acknowledge receipt of the document by signing in full at the bottom of that page.
2. Please read the terms and conditions of Tender carefully.
3. **Please sign in full at places provided on:**
 - (1) Legend
 - (2) Instruction to Vendors
 - (3) Content Sheet
 - (4) Form of Tender, with witnesses.
 - (5) All pages of Bills of Quantities.
 - (6) All the drawings.
4. Please sign on all the pages of this document and return the complete set including the drawings and bills of quantities, EMD in sealed condition as per the instructions given in the NIT for the submission of Tenders.
5. The Tender without Tender fee and EMD will be rejected without any information.

NAFED, Azadpur, Delhi

Signature of Contractor:

Address:

Date:

TENDER DOCUMENT

INFORMATION PAGE

Name of the Work : **REPAIR & RENOVATION WORK OF NAFED
AZADPUR BRANCH, DELHI.**

Name of the Employer : **Branch Manager, NAFED Azadpur, New Sabzi
Mandi, D-392, Sarai Pipal Thala Village,
Azadpur, Delhi- 110033.**

Tender issued to

Name of the Contractor:

Address:

Date of issue:

Tender is due to be submitted on or before **15:00 Hrs.(IST) on 17-08-2021** at the Office of **Branch
Manager, NAFED Azadpur, New Sabzi Mandi, D-392, Sarai Pipal Thala Village, Azadpur, Delhi-
110033.**

Signature of Contractor:

Address:

Date:

NOTICE INVITING TENDERS

To:

Dear Sir/s,

Sub: REPAIR & RENOVATION WORK OF NAFED AZADPUR BRANCH, DELHI.

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1. **Sealed Tenders in two bid systems are hereby invited on behalf of NAFED, for the subject work, as per details given below:**

E.M.D	: Rs.2,00,000.00.
Cost of Blank Tender	: Rs.1,180/- (Non-Refundable) including GST.
Time of Completion	: 90 Days.

2.1. Organization details:

- a. **Name of Firm;**
- b. **Organizational set up;**
- c. **List of Key Personnel;**
- d. **List of Technical Personnel with relevant qualification, experience etc. and**
- e. **List of relevant equipments / instruments with detail.**
- f. **Office address in Delhi/ NCR region;**

2.2. Eligibility criteria:

- g. List of Similar Projects completed during last 5 years along with copy of the Work Orders, Client's Completion Certificate, etc. (at least one work of 80% of the estimated cost, 2 works of 60% of the estimated cost, 3 works of 40% of the estimated cost, each work completed during the last 5 years). The original WO and Client's Completion Certificate shall be produced on demand during the evaluation of technical bid. (Similar means Civil, Interior, Electrical, AC Work, water proofing and Firefighting in the single work order)
- h. List of Similar Projects in Hand, along with copy of W.O. List of works in hand (Minimum one project of similar nature).
- i. Audited Balance Sheet and Profit & Loss Account Report of last three Years i.e. ending 31st March 2020.
- j. Average Annual turnover Rs. 100 Lakh of last three years (copy of turn over certificate)
- k. Copy of Last Three-year ITRs
- l. Permanent Account Number (PAN) of firm/ Company
- m. Company/ firm/ partnership deed registration certificate.

- n. ESI & PF Registration details (copy of documents fulfilling the obligations towards PF, ESI etc).
 - o. List of empanelment as contractor in Govt deptt/PSUs/Pvt sector. (copy attached)
 - p. Address proof of Local/ Registered office address in Delhi/ NCR region.
 - q. GST Registration details as applicable.
 - r. Current Solvency Certificate from Nationalized / Scheduled Banks for an amount of Rs. 75.0 Lakh.
 - s. Copy of valid license for the company as applicable to be furnished.
 - t. Joint Venture not allowed.
3. The Contract documents consisting of Bills of quantities with Preambles, Form of Tender, Conditions of Tender, Draft Articles of Agreement, CONSULTANT' specifications, Conditions of Contract, Tender Drawings etc., can be downloaded from the Website www.nafed-india.in. Tender Document Fee of INR 1180/- including GST to be submitted by DD along with the Tender Document and receipt to be enclosed in Cover 'A'.

The duly filled in Tenders signed on all pages to be submitted as follows: -

5. Sealed Cover 'A' super scribed as Name of Work Cover 'A' and Supporting documents for eligibility criteria: -

- Supporting documents against eligibility criteria.
- Unconditional acceptance letter (Form of Tender for Works Pg. 30-32)
- Cost of Tender (DD/Cash drawn in favor of NAFED Payable at New Delhi)
- E.M.D (DD/Pay order from any scheduled bank in favour of NAFED Payable at New Delhi)
- The Tender without Tender fee and EMD will be rejected without any information.
- NIT, GCC, NIT, SCC, Technical Specifications.

Sealed Cover 'B' superscribed as Name of Work Cover 'B': -

- Only Price Bid.

Both Covers 'A' & 'B' duly sealed shall be superscribed with the name of work, tender reference No, the name and complete address of the Tenderer, shall be put into a Master envelope and sealed. The Master envelope should also be superscribed with the name of the work and tender reference No, the name and complete address of the Tenderer.

The sealed Tenders shall be submitted in the Office of the REPAIR & RENOVATION WORK OF NAFED AZADPUR BRANCH, DELHI. as per the instructions given above. A CD containing total price bid may be submitted in sealed envelope in Cover 'B' along with the hard copy of Bill of Quantities. However, the signed BOQ will supercede the CD in case of discrepancy.

- Time lines for various activities are as follows:

1	Downloading of Tenders from Web Site w. e. f.	27-07-2021
2	Last date of downloading.	17-08-2021 till 13:00 Hrs.(IST)
3	Pre-bid Meeting for REPAIR & RENOVATION WORK OF NAFED AZADPUR BRANCH, DELHI. @ 15:00 Hrs.(IST) in the Office of NAFED, D-392, New Sabzi Mandi, Azadpur, Delhi - 110033 Attendance Compulsory.	03-08-2021
4	Submission of Sealed Bids up to 15:00 Hrs.(IST)	17-08-2021
5	Opening of Techno - Commercial Bids at Delhi in the Office of NAFED, D-392, New Sabzi Mandi, Azadpur, Delhi - 110033	17-08-2021 at 15:30 Hrs.(IST)
6	Opening of Price Bids will be intimated to the technically qualified bidders later through email.	-----

On opening of the Technical Bids, Tenderers found eligible after evaluation will be separately intimated about the venue and time of opening of the Price Bid at New Delhi. The price bid will be valid for a period of 3 months from the date of submission of the Tender.

6. While the Tender is being called for Interior Works, NAFED reserves right to split the contract for the purpose of convenience and cost advantage.
7. No consideration will be given to a Tender received after the expiry of stipulated period of submission and no extension of time will be allowed for submission of the Tender.
8. The time allowed for the completion of the work is 90 Calendar days from the 7th day after the date of written order to commence the work. Time shall be of the essence of the Contract.
9. Every Tender shall be accompanied by Earnest Money Deposit of Rs. 2,00,000.00 to be submitted in the form of a DD in favour of NAFED, payable at New Delhi. The Tender not accompanied by such Earnest Money are liable to be rejected straight away. (E.M.D in any other form is not accepted).
10. The Earnest Money will be retained in the case of the successful Tenderer as part of the Security Deposit for the due fulfillment of the Contract and will be refunded without any interest thereon to the unsuccessful Contractor as soon as the Employer takes a decision on the Tender or after the expiry of the validity period of the Tenders whichever is later.
11. (a) The Tenderer will submit his Tender after carefully examining the whole of the Tender documents and the conditions of Tender and of Contract, Appendix to the Conditions of Contract, the drawings and specifications, the Bill of Quantities etc. and after inspecting the Site.
(b). Canvassing in connection with Tender is strictly prohibited and Tender submitted by

the Tenderers who resort to canvassing is liable to be rejected. All the Tenderers are required to sign the Integrity Pact enclosed along with GCC.

(c) Tenders not fulfilling any or all of the conditions prescribed or which are incomplete are liable to be rejected.

(d) List of approved makes / manufacturers shall be taken into consideration while quoting the price. (List enclosed).

12. This notice inviting Tender, the conditions of Tender and the duly completed form of Tender will inter alia form part of the Agreement to be executed by the successful Contractor with the Employer.
13. The rates should also include all Taxes, Excise Duties, GST, Octroi, Work Contract Tax, if and all other Duties and Taxes levied by the Central Government/ State Government as on the date of submission of the Tender.
14. As the Project is to be executed within a restricted Time, the Contractor is to bear all costs and process all formalities to allow smooth progress.
15. The NAFED is not liable to accept any or all the Tenders and reserves the right to accept or reject any Tender without assigning any reasons.
16. All the payments should be made to the contractor after deducting the statutory obligations i.e. IT, TDS etc.
17. The Contractor must ensure that all the NOCs/approvals to be obtained from all the consent Govt. Departments i.e., Fire, Electricity, Municipal Corporation, etc. and fee charges will be borne by the contractors.

Yours faithfully,

NAFED, Azadpur, Delhi

Signature of Contractor:

Address:

Date:

TENDER DOCUMENT

INDEX TO CONDITIONS OF TENDER

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30. Integrity Pact
31. Holiday Listing
32. Submission of final bill

Annexure: Safety Code – I.

Model rules for the protection of Health and Sanitary Arrangements & Workers.

THE CONDITIONS OF TENDER

1. Signatures

- (i) In the event of the Tender being submitted by a firm, it must be signed separately by each member 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 shall be produced with the Tender and it must disclose that the firm is registered under the Indian Partnership Act & in case of Pvt. Ltd./ Ltd. Companies tender documents has to be signed by the authorized Directors by the company and attached the copy of Board Resolution.
- (ii) Each and every signature given shall be separately witnessed where ever mentioned. A Contractor or Contractors / Vendors who himself / themselves has / have Tendered or who may tender for the same work shall not witness the Tender of another person for the work. Failure to observe these conditions would render Tenders of the Contractors/Vendor Tendering as well as witnessing the Tenders liable for summary rejection.

2. Quoting Rates.

- (i) Tenderer must quote their rates only on the proper form of the Tender, both in figures and words and both in decimal coinage, in the respective spaces provided therefore. The amount for each item should be worked out in figures only for the probable quantities specified in the bills of quantities but the requisite totals given, both in figures and words, taking into account.
- (ii) Special care is to be taken to write the rates in figures and words in such a way that no interpolation is possible. Erasures and alterations must be avoided, but if errors are made unavoidably while pricing the bills of quantities, the wrong figures and words must be neatly scored out under the wrong figures and words must be neatly scored out under the initials of the Contractor and the correct figures and words neatly re-written but not over-written. Overwriting is not permitted and may entail rejection of the Tender.

3. Rates in figures and words.

In the case of figures, the word 'Rs' should be written before the figure of rupees and the word 'p' written after the decimal figures, i.e. Rs.2.15p; in the case of words, the word 'Rupees' should similarly precede and the words 'Paisa only' should be written at the end, closely following each rate and each amount. The word "only" should not be written in the next line unless the rate quoted is in whole rupees closely followed by the word "only"; the amount should invariably be up to two decimal places.

4. Errors.

Errors in the bills of quantities shall be dealt with in the following manner:

- (I) In the event of a discrepancy between the rates quoted in words and the rates in figures the former shall prevail.
- (II) In the event of an error occurring in the amount column of the bills of quantities as a result of the wrong extension of the unit rate and the quantity, the net rate (subject to (I) above) shall be regarded as firm and extension shall be amended on the basis of the rates.
- (III) All errors in totaling in the amount column and in carrying forward the total shall be corrected.
- (IV) Any omissions to include in the totals shall be corrected.
- (V) The Tender total shall be accordingly amended except that there shall be no rectification of any errors, omissions or wrong estimate, in the prices inserted by the Contractor in the bills of quantities.

5. Quantities liable to vary.

- (i) The quantities furnished in the bills of quantities are only probable quantities liable to alteration by omission, deduction or addition, and it should be clearly understood that the Contract is not a lump sum Contract and the ARCHITECT CONSULTANT/ / NAFED, do not, in any way, assure the Tenderer or guarantee that the said probable quantities are correct or that the work would correspond thereto. Payments will be regulated on the actual quantities of supplies made or work done at the accepted rates.
- (ii) The contractor shall not be paid any extra amount of the contracted amount in case of increase upto 10% of the quantities.

5. A. Drawings, Specifications and bills of quantities.

- (i) The drawings, specifications and the bills of quantities, forming parts of the Contract, are explanatory of and are complementary to one another, representing together the supplies to be made / the works/installations to be carried out.
- (ii) If neither the drawings nor the specifications nor the accepted bills of quantities include any part/parts the intention to include which is nevertheless clearly to be inferred and which are obviously necessary for the proper execution of the work or the completion of the supplies, all such parts shall be supplied or / and executed by the Contractor at no extra charge.
- (iii) Anything contained in one or another of (a) the drawings, (b) the specifications and (c) the accepted bills of quantities and not found in the others will be equally binding as if contained in each of them.

6. Tenderer not to Make Alterations in document/drawings

No alterations which are made by the Tenderer in the drawings, specifications or probable quantities accompanying this notice will be recognized, and if any such alterations are made the Tender will be invalid. Remarks and explanations should be set out in a covering

letter and will become binding only if specifically accepted in writing by the ARCHITECT CONSULTANT NAFED / at the time of acceptance of the Tender.

Any Tender which purports to alter, vary or omit any of the conditions herein is liable to be rejected.

7. Tenderer to gather all information for, bear cost of Tendering.

- (i) The Contractor must obtain for himself on his own responsibility and at his own expense all the information necessary including risks, contingencies and other circumstances to enable him to make a proper Tender and to enter into a Contract with the Employer. He must examine the drawings, specifications, conditions and so on and must inspect the Site of work, and the works in progress and acquaint himself with local conditions, means of access to the work, the nature of the work, in fact all matters pertaining thereto before he submits his Tender.
- (ii) The Tenderer shall also bear all expenses in connection with the preparation and submission of his Tender.
- (iii) Omission, neglect or failure on the part of the Contractor to so obtain requisite and reliable information on any matter affecting his Tender, the Contract and the constructions, completion and maintenance (during Defects Liability Period) of the work shall not relieve the Contractor whose Tender is accepted, from any liability in respect of the Contract.
- (iv) The Tenderer whose Tender is accepted shall not be entitled to make any claim for increase in the rates quoted and accepted excepting in pursuance of any specific provision in the Contract for such and then only in terms of that specific provision, or to make any representation on the ground that he was supplied with any information or given any promise or guarantee of any sort, by the Employer, his Agents and servants, the ARCHITECT CONSULTANT/NAFED or their Representatives or any other persons, unless such information, promise or guarantee is furnished to the Tenderer in advance of the date of receipt of Tenders and in writing under proper Authority.

8. Specialized Items - Makes and Manufacturers, etc.

The Contractor shall furnish the following details while submitting his Tender:

- i. the names of manufacturers of specialized items etc. which he proposes to use in the work.
- ii. the makes and types of fittings, materials, subject to the makes and types stipulated in the specifications, which he proposes to use in the work.
- iii. the details of licenses granted to him and/or to professionally qualified and/or licensed technical personnel on his Staff who will be engaged on the work (and submit, if called for, the licenses for inspection by the CONSULTANT/ARCHITECT/NAFED).

9. Rates for finished works and to include all Taxes, contingent costs.

The rates quoted in the bills of quantities shall, unless specified otherwise, be deemed to be for finished work in-situ, item by item as provided for, and shall include cost for all necessary material and labor, all necessary incidental charges for such as but not limited to water electricity, tools and plant, machinery, sheds, aligning and marking out, clearing Site, etc. access roads, and for all Taxes, GST and any other tax or duty levied by Government, Central or local, or local Authority, if and as applicable and all insurances as provided for in the conditions of Contract till the work is completed in all respects according to the true meaning and intent of the Contract and delivered up.

9. A. Quoted Rates Not Subject to Variation.

The rates shall be firm and not be subject to any variations in exchange rates, in Taxes, Duties, etc. in railway freight and the like, labor rates, etc. The rates are not subject to escalation otherwise than as specifically provided for in the Contract.

10. Employer Will Not Supply Any Materials

The Employer will not unless otherwise provided for herein, supply or procure for the Contractor, materials of any description and the Contractor shall make his own arrangements therefore at his own cost.

11. Tender to Be Open for Acceptance For 3 months.

The Tenders submitted shall remain open for acceptance for a period of THREE months from the date of opening of price-bid. Should any Contractor withdraw his Tender before the expiry of the said period or makes any modifications to his Tender which are not acceptable to the Employer the Tender will be treated as having been rejected or abandoned.

12. Some Rights of NAFED.

- (i) The NAFED does not bind himself to accept the lowest Tender and reserves to himself the right to reject any or all the Tenders received without the assignment of a reason therefore.
- (ii) Further, the NAFED reserves the right to award any component of the project or group of Components to different Contractor or to award the entire work to one Contractor.
- (iii) The NAFED further reserves the right to delete or reduce an item or section of the bills of quantities without assigning any reason whatsoever therefore and no claim will be entertained in this regard.

13. Formal Agreement.

The Tenderer whose Tender is accepted is bound to execute a formal Agreement with the NAFED in accordance with the draft Agreement which will include the notice inviting Tenders,

these conditions, special conditions, if any, the drawings and specifications etc. and other papers stated to be forming part thereof, but his liability under the Contract shall commence from the date of written order to commence work whether the formal Agreement is drawn or not. The selected/ shortlisted Contractor/ Bidder shall bear all expenses in connection with the execution of the said Agreement including fees for stamping and registration of document as required. Failure to execute the formal Agreement in specified time shall entail action against the Contractor as provided for in the Conditions of Contract.

14-II-i Initial Security Deposit:

The EMD of the successful Tenderer will be adjusted against the Initial Security Deposit.

14-II-ii Total Security Deposit:

The total Security Deposit which includes the EMD and Initial Security Deposit will be 10% of the Gross value of the Contract.

15. II Deductions for Retention Money:

The balance of the Security Deposit (being termed Retention Money) shall be realized by deductions from running on – account bills at the rate of 10% of the value of work billed for in such bill until the total of the E.M.D., the Initial Security Deposit and the amount so retained reaches a sum amounting to 10% of the total Contract value.

16. II Refunding Security Deposit:

The Security Deposit will be refunded in two stages; the EMD within 30 days after the issue of completion certificate (as per clause 21 of the agreement) and the balance amount i.e. the Initial Security Deposit will be released after expiry of the Defects Liability Period and subject to provisions of Cl.33 of the Conditions of Contract & Cl. 4 of payment terms on page no.89.

17. No Interest on Deposit / Retention money.

Earnest Money/Retention money will bear no interest whatsoever until the date of their release.

18. Work-Time Chart

- (i) The successful Bidder within two weeks of award of the work to him shall submit to the CONSULTANT/ARCHITECT/NAFED an illustrative and suitably colored work-time chart, in the form of bars or other effective means, showing the item wise / location wise / floor wise progress which they (the Contractor) intend to make to enable them to conveniently and practicably complete the work in all respects within the agreed time as per Contract. The chart will be scrutinized and approved by the CONSULTANT/ARCHITECT/NAFED with suitable modifications, as and if necessary and the approved chart will then form part of the

Agreement, being the basis for assessment of progress under the relevant conditions of Contract.

- (ii) The chart may from time to time (Every Two weeks), during the progress of the work, be reviewed and modified with the approval of the CONSULTANT/ARCHITECT/NAFED, keeping in view the agreed date of completion.

19. CONSULTANT/ARCHITECT/NAFED to Direct, Supervise and Approve Work

The work shall be carried out under the directions and supervisions of and subject to the approval in all respects by the ARCHITECT CONSULTANT/NAFED

20. Tenderer's Representatives.

On acceptance of the Tender the Contractor shall in writing and at once inform the NAFED and the ARCHITECT CONSULTANT NAFED the name of his accredited Representative(s) who will be responsible to take instructions from the ARCHITECT CONSULTANT /NAFED.

21. Assigning Work

The work or any part of it shall not be transferred, assigned or sublet without the written consent of the Employer.

22. Other Agencies at Work.

The shortlisted Contractor shall be required to co-operate and work in co-ordination with and afford reasonable facilities for such other Agencies/specialists as may be employed by the ARCHITECT CONSULTANT /NAFED on other works/sub-works in connection with the Project/scheme of which this work forms part.

23. Work to be insured.

The shortlisted Contractor will be required to insure (Contractors All Risk policy) the work for the value of the Project and keep it insured until one month during the defects liability period the insurance. after the date of taking over the works/installations by the Employer, or otherwise in terms of the Contract, against loss or damage by fire and other usual risks other than the risks excepted in terms of the Contract, with an Insurer whose name is to be approved by the Employer. Copy of Insurance shall be furnished to the Employer.

24. Acts of Government

The shortlisted Contractor is required to comply with all Acts of Government relating ESI, PF, GST Insurance Compensation to labor and the Rules and Regulations made there under from time to time and to submit at the proper times all particulars and statements required to be furnished to the Labor Authorities.

The shortlisted contractor will be required to submit the proof of payments and returns filled on monthly basis for ESI/PF. In case of non-compliance, NAFED will deduct the amount from due payment to contractor and discharge the liability.

25. Safety Code and Model Rules for Health and Sanitation

In carrying out the work the Contractor shall comply with the provisions of the safety code and the model Rules for the protection of health and sanitary arrangements for Workers annexed to these papers.

26. Defects Liability Period:

12 months from date of virtual completion (handing over to NAFED) of work and usual warranty for the machineries.

27. Contractor has to make his own arrangement for water and construction power supply. If the water/power available at Site, Contractor may be allowed to use the same on chargeable basis.

28. Liquidated damage at the rate of 1% per week subject to maximum of 10% on Contract value applicable for the work completed after Contractual delivery date.

29. Govt. NOCs/ Approvals

The Contractor must ensure that all the NOCs/approvals to be obtained from all the consent Govt. Departments i.e. Fire, Electricity, Municipal Corporation, etc. and fee charges will be borne by the contractors.

30. Integrity Pact

The Successful bidder will be required to sign Integrity Pact. It will be assumed that successful bidder have gone through the Integrity Pact (Annexure-I of this Tender document) and have no objections whatsoever in signing the contract.

31. Holiday listing

Notwithstanding anything contained in this EOI documents, NAFED's policy for Holiday-Listing shall apply `` mutatis mutandis ``to this agreement and in the event, the agency(s) while discharging its obligations under the agreement or otherwise, comes(s) within the ambit of the said policy, NAFED's at its sole discretion reserve the rights to suspend/ discontinue dealings or take any curative measures with agency(s) in accordance with the policy in force.

32. Submission of final bill.

The following documents are required to be submitted along with the final bill. Work Completion Certificate / Acceptance Certificate.

No Claim Certificate

No Due Certificate

All test reports / Guarantee Certificate

Site Clearance Certificate

Time Extension if any.

Complete Rate Analysis for extra items if any.

Recommended Schedule of preventive maintenance as per manufacture guidelines.

Guarantee for supply of spares for next 10 years.

Signature of Contractor:

Address:

Date:

SAFETY CODE

(Clause 25 of Conditions of Tender)

1. First Aid Appliances:

There shall be maintained in a readily accessible place, first aid appliances including adequate supplies of sterilized dressings and cotton wool and maintain all medical and welfare requirements as prevailing Laws.

2. Injured Person.

An injured person shall be taken to a Public Hospital without loss of time, in cases where the injury requires hospitalization.

3. Scaffolds.

- I.** Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground or from solid construction except in the case of short duration work which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450mm and a maximum rise of 300mm. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than 1/4 to 1(1/4 horizontal and 1 vertical).
- ii.** Scaffolding or staging more than 4M above the ground floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly bolted, braced or otherwise secured, at least 1m above the floor, or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- iii.** Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4M above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above.
- iv.** Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1M. Wherever there are open excavations in ground they shall be fenced off by suitable railing and danger signals installed at night so as to prevent slipping into the excavations.

- v. Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9M in length while the width between side rails in rung ladder shall in no case be less than 290mm for ladder upto and including 3M in length. For longer ladders this width shall be increased at least 20mm for each additional meter of length.
- vi. A sketch of the ladder and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.

4. Other Safety Measures:

- vii. Adequate safety precautions for storing cylinders etc. All personnel of the Contractor /Vendor working within the plant/work Site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal Workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
- viii. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials at any of the Sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

5. Excavation and Trenching.

- ix. All trenches, 1.25m or more in depth, shall at all times be supplied with at least one ladder for each 30m length or fraction thereof. The ladder shall be extended from bottom of the trench to at least 1m above the surface of the ground. Sides of trenchers which are 1.5m or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated material shall not be placed within 1.5m of the edges of the trenches or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances under mining or undercutting shall be done.
- x. The Contractor shall take all measures on the Site of the work to protect the public from accidents and shall be bound to bear the expense of defense of every suit, action or other proceedings at Law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any such persons or which may with the consent of the Contractor, be paid to compromise any claim by any such person as required by Law.

6. Demolition:

- xi. Before any demolition work is commenced and also during the process of the work:
All roads and open areas adjacent to the work Site shall either be closed or suitably protected.
No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.

- c. All practical steps shall be taken to prevent danger to persons employed from the risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so over loaded with debris or materials as to render it unsafe.

7. Personal Safety Equipment

All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the persons employed on the Site and maintained in a condition suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of the equipments by those concerned.

- a. The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting the following precautions should be taken.
 - i. No paint containing lead or lead products shall be used except in the form of `paste or readymade paint.
 - ii. Suitable face masks should be supplied for use by the Workers when paint is applied in the form of spray or when a surface having lead paint is dry rubbed and scraped.
 - iii. Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
 - iv. When the work is done near any public place where there is risk of drowning all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work

8. Hoisting Machines:

Use of hoisting machines and tackle including their attachments, anchorage and Supports shall conform to the following standards or conditions:

- 1a. These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good repair and in good working order.
 - b. Every rope use in hoisting or lowering materials or as means of suspensions shall be of durable quality and adequate strength and free from patent defects.
9. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in-charge of any hoisting machine including any scaffolding winch or give signals to operator.

10. In case of every hoisting machine and of every chain ring hook, shackle, shovel and pulley block used in hoisting or as means of suspensions the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of and during testing.
11. In case of departmental machines, the safe working load shall be notified by the Engineer. As regards Contractor's/Vendor's machines, the Contractor shall notify the safe working load of the machine to the Engineer whenever he brings any machinery to Site of work and get it verified by the Engineer concerned.
- i. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When Workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary, should be provided. The Workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
 - ii. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use.
 - iii. Adequate washing facilities should be provided at or near places of work.
 - iv. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.
 - v. To ensure effective enforcement of the rules and regulations relating to safety precaution the arrangements made by the Contractor /Vendor shall be open to inspection by the Labor Office Factory inspector, Engineers of the Department or their Representatives.
 - vi. Notwithstanding the above clauses from (i) to (xix), there is nothing in these to exempt the Contractor from the operations of any act or rule in force in the Republic of India

MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY.

ARRANGEMENTS FOR WORKERS

(Clause 25 of Conditions of Tender)

1. Application:

These rules shall apply to all building and construction works covered in this Contract.

2. Definition:

a. 'Work Place' means a place at which on an average 50 Workers are employed in Connection with construction work.

b. 'Large work place' means a place at which an average 500 or more Workers Are employed in connection with construction work.

3. First Aid:

a. At every work place, there shall be maintained in easily accessible place first aid appliances including an adequate supply of sterilized dressings and sterilized cotton wool. The appliances shall be kept in good order and in a large work place shall be placed under the charge of a responsible person who shall readily available during working hours.

b. At large work places, where hospital facilities are not available within easy distance of the works, first aid posts shall be established and be run by trained compounders.

c. Where large work places are remote from regular hospitals, an indoor ward shall be provided with one bed for every 250 Employees.

d. Where large work places are situated in cities, towns in their suburbs and no Beds are considered necessary owing to the proximity of city or town hospitals, Suitable transport shall be provided to facilitate removal of urgent cases to the hospitals. At other work places, some conveyance facilities such as a car shall be kept readily available to take injured person or persons, suddenly ill, to the nearest hospital.

4. Drinking Water: -

i. In every work place, there shall be provided and maintained at suitable places easily accessible to labor sufficient supply of cold water fit for drinking.

ii. Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.

iii. Every water supply storage shall be at a distance of not less than 15m from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well which is within the proximity of latrine drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and water proof.

iv. A reliable pump shall be fitted to each covered well: the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. Washing and bathing places:

i. Adequate washing and bathing places shall be provided, separately for men and women.

ii. Such places shall be kept in clean and drained condition.

7. Provision of shelter during rest:

At every work place, there shall be provided free of cost, two suitable sheds, one for meals and the other for rest separately for men and women for the use of labor. The height of the shelter shall not be less than 3.5m from the floor level, to the lowest part of the roof. The sheds should be roofed with at least thatch and mud flooring will be provided with a dwarf wall around not less than 750mm high. Sheds should be kept clean and the space should be on the basis of at least 0.50 square meters per head.

8. The above rules shall be incorporated in the Contracts and notices inviting Tenders and shall form an integral part of the Contract.

(on the non-judicial stamp paper of Rs.100/- or on the letterhead of the company / firm)

INTEGRITY PACT

National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED), an apex level Co-operative Marketing Federation, registered under the provisions of Multi State Cooperative Societies Act, 2002 (as amended up to date), having its Head Office at Nafed House, Siddhartha Enclave, Ashram Chowk, New Delhi-110014 through (hereinafter referred to as the "The Principal", as the context may require or admit, which expression shall, unless excluded by or repugnant to the subject or context or meaning thereof, be deemed to mean and include its representatives, nominees, affiliates, successors and permitted assigns) of the ONE PART And

And

.....a company incorporated under the Companies Act, 1956 or 2013 or Partnership Firm duly registered vides Deed of Partnership dated..... or Proprietorship Firm, through its Director/Partner/Proprietor Mr./Mrs. and having its registered office at _____ (hereinafter referred to as "Vendor/Bidder/Contractor") which expression shall, unless repugnant or contrary to the context or meaning thereof, be deemed to mean and include its successors, authorized signatories and permitted assigns) of the OTHER PART.....,

PREAMBLE

- A.** The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor (s).
- B.** In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) to monitor the tender process and the execution of the contract with the bidders/contractors/vendors for compliance with the principles mentioned in this Integrity Pact.

Article: 1- Commitments of the Principal

- 1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder (s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an unfair advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Article: 2 – Commitments of the Bidders(s)/Contractor(s)

1. The Bidder(s)/Contractor(s)/Vendor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) /Vendor(s) commit themselves to observe the following principles while participating in the tender process and during the contract execution.
- a) The Bidder(s)/Contractor(s)/Vendor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s)/Contractor(s)/Vendor(s) will not enter with other Bidders into any undisclosed agreements or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c) The Bidder(s)/Contractor(s)/Vendor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s)/Vendor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. **Further details of Indian Agents of Foreign Suppliers shall be disclosed by the Bidder(s)/Contractor(s)/Vendors. Further, all the payments made to the Indian agent/representative have to be in Indian Rupees only.**
 - e) The Bidder(s)/Contractor(s)/Vendor(s) while presenting their bid, will disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f) Bidder(s)/Contractor(s)/ Vendor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/Contractor(s)/Vendor(s) will not instigate their persons to commit offences outlined above or be an accessory to such offences.

Article: 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s)/Vendor(s), before award or during execution has committed a transgression through a violation of Article 2, above or in any other form such as to put their reliability

or credibility in question, the **Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the laid down procedure.**

Article: 4- Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Article 3, or if the Principal is entitled to terminate the contract according to Article 3, the Principal shall be entitled to demand and recover from the Contractor/vendor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Article: 5 – Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other firm/Company/organization in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify its exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banking of business dealings”.

Article: 6-Equal treatment of all Bidders / Contractors /Subcontractors

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Subcontractor.
2. The principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Article: 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s) If the Principal obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or if an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article: 8 - Independent External Monitor

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract

documents, whenever required. It will be obligatory to him /her to treat the information and documents of the Bidders / Contractors as confidential. He /she will report to the Managing Director, Nafed.

3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is also applicable to Sub-contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non- Disclosure of confidential Information' and of 'Absence of Conflict of interest '. In case of any conflict of interest arising out at a later date, IEM shall inform the Managing Director, Nafed and recues himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all the meetings among the parties related to the Project provided such meetings could have any impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, violation of this agreement, he/she will so inform the management to discontinue or take corrective action, or to take relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Managing Director, Nafed within 8 to 10 weeks from the date of reference or intimations to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Managing Director, Nafed, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Managing Director, Nafed has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioners.
9. The word "Monitor" would include both singular and plural.

Article: 9 – Pact Duration

1. This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
2. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Managing Director, Nafed.

Article: 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place: _____

Date _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

FORM OF TENDER FOR WORKS

To,

National Agricultural Cooperative

Marketing Federation of India Ltd. (NAFED)

New Sabzi Mandi, D-392, Sarai Pipal Thala Village,
Azadpur, Delhi, 110033.

Dear Sir/s,

Having duly examined the Tender documents including the drawings, specifications, designs Bill of Quantities relating to the works specified in the underwritten memorandum and having visited the Site of the said works and having acquired all the requisite information relating thereto as affecting this Tender, I/We hereby offer to execute the works specified therein at the rates specified in the Bill of Quantities and in accordance, in all respects, with the specifications, designs, drawings and instructions in writing referred to in the conditions of Tender, the Articles of Agreement, Special Conditions, if any, the Bill of Quantities and Conditions of Contract and with such materials as are specified, by and in all other respects in accordance with such conditions in the Bill of Quantities and Conditions of Contract so far as applicable.

MEMORANDUM

- | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|----------------------------------------------------------------------------------------------------------------------------------------------|
| a. Name of the Work | : | REPAIR & RENOVATION WORK OF NAFED
AZADPUR BRANCH, DELHI. |
| b. Earnest Money | : | Rs. 2,00,000.00 |
| c. Performance Guarantee | : | deleted. |
| d. Percentage to be deducted
From bills (retention money) | : | 10% in each running bill until
the total retention together with
The EMD and Initial Security Deposit
Reaches 10% of Contract Value |
| e. Time allowed for the work
From 7th day after written order
To commence work or after the
Date of handing over Site
Which Ever is later. | : | 90 days. |

BILL OF QUANTITIES

Item no.	Qty.	Description	Unit	Unit Rate in Figures /words	Amount

(Attached)

2 (a) Should this Tender be accepted, in whole or in part, I/we hereby agree (I) to abide by and fulfill all the terms and provisions of the said conditions of Contract annexed hereto and the Conditions of Tender so far as applicable or in default thereof to forfeit and pay to NAFED, Payable at New Delhi the sum of money mentioned in the said conditions. A sum of Rs. 2,00,000.00 is hereby forwarded as EMD to be submitted in the form of a DD in favour of NAFED payable at New Delhi.

I/We agree (I) that should I/We fail to commence the work specified in the above-mentioned memorandum the Employer shall without prejudice to any other right or remedy be at liberty to forfeit the Earnest Money, otherwise the said Earnest Money shall be retained by him towards Security Deposit mentioned in the above memorandum, (ii) to execute all the works referred to in the Tender document upon the terms and conditions contained as referred to therein and to carry out authorized variations.

Our Bankers are

1.

2.

The names of partners of our firm/ Pvt. Ltd./ Ltd. Companies are:

1.

2.

Signature of Contractor:

Address:

Date:

Signature of witness with address

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made the

of the dayof..... 2020

BETWEEN of

..... in the district

of (Hereinafter called "the Employer") of the ONE

PART and

.....

In

the district of (Hereinafter called "the Contractor")

of the OTHER PART.

WHEREAS the Employer is desirous **REPAIR & RENOVATION WORK OF NAFED AZADPUR BRANCH, DELHI.** as per Schedule I to this Agreement and has caused drawings, bills of quantities, and a specification describing the work to be done to be prepared Architect (Hereinafter called "the Consultant").

AND WHEREAS the said drawings as per Schedule II to this Agreement inclusive, the bills of quantities marked and the specifications have been signed by or on behalf of the parties thereto:

AND WHEREAS the Contractor /Vendor has agreed to execute upon and subject to the conditions set forth in Schedule III hereto (hereinafter referred to as "the Said Conditions") the work shown upon the said drawings and described in the said specification and included in the said Bill of Quantities for the sum of Rs. (Rupeesonly).

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In this consideration of the sum of Rs. (Rupees only) to be paid at the times and in the manner set forth in the said

conditions, the Contractor will upon and subject to the said conditions execute and complete the works shown upon the said drawings and described in the said specification and bills of quantities.

2. The Employer will pay to the Contractor the said sum of Rs. (Rupees only) or such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions.

3. The term "the ARCHTECT CONSULTANT" in the said conditions shall mean Architect or in the event of their ceasing to be ARCHTECT CONSULTANT for the purpose of this Contract, such other person as shall be nominated for that purpose by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Arbitrator mentioned in the said conditions. Provided always that no person subsequently appointed to be ARCHTECT CONSULTANT under the Contract shall entitle to disregard or overrule any decision or approval or direction given or expressed by the ARCHTECT CONSULTANT for the time being.

4. The said conditions, specifications and priced bills of quantities shall be read and constructed as forming part of this Agreement, and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the Agreement on their part respectively in such conditions, specifications and priced bills of quantities contained.

5. This agreement has been approved by the Competent Authority of Nafed vide approval dated in the file no. and same is being executed for and on behalf of Nafed through the,who has duly been authorised by the Managing Director of Nafed vide authorisation letter dated Which is enclosed herewith as Annexure.....This agreement is being signed on behalf of through its Director S/o who has duly been authorised by the Board of Directors of the Company vide Board resolution dated..... which is annexed herewith as annexure..”

SCHEDULE – I

REPAIR & RENOVATION WORK OF NAFED AZADPUR BRANCH, DELHI.

SCHEDULE – II

All Tender terms and conditions

As witness our hand the day and year first above written.

Signed by the said Employer:

In the presence of Witnesses

Name :

Name :

Occupation:

Occupation:.....

Address :.....

Address :.....

Signed by the said Contractor (s) / Vendor (s):

In the presence of Witnesses:

Name:

Name:

Occupation:

Occupation:

Address:

Address:

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54. Registers, Records & Statements - Annexure: List of forms
55. Idle Labor etc.
56. Special Conditions
57. Escalation Clause.
58. Tender Drawings.
59. Schedule 'A'.

CONDITIONS OF CONTRACT

1. Interpretation Clause:

- I. In construing these conditions, the specifications, schedule of quantities, and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise requires.
- II. Headings and marginal notes to the 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.
- III. Where the context so requires (i) words importing persons include firms and corporations and (ii) words importing the singular only also include the plural and vice versa.

Employer shall mean: **Branch Manager, Azadpur Branch, New Sabzi Mandi, D-392, Sarai Pipal Thala Village, Azadpur, Delhi, 110033.**

a i) ARCHITECT CONSULTANT (CONSULTANT) shall mean Architect or in the event of their ceasing to be ARCHITECT CONSULTANT for the purposes of this Contract such other person or persons as shall be nominated for that purpose by the Employer subject to such qualifying provisions as may be agreed upon.

b) Contractor shall mean and include his/their legal Representatives, permitted Assigns, or Successors.

c) Site shall mean the land and/or other places, on, into or through which work is to be executed under the Contract or an 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 for use for the purpose of carrying out the Contract.

d) The Contract or this Contract shall mean the Tender Documents comprising the notice inviting Tender, form of Tender, the conditions of Tender, the drawings, and priced bill of quantities with their preambles, the acceptance thereof, and the articles of Agreement, together with the conditions of Contract with its appendix and special conditions, designs, drawings and instructions issued from time to time by the ARCHITECT CONSULTANT/NAFED and all these documents taken together are deemed to form one Contract and shall be complementary to one another.

e) Bill of Quantities variously also termed priced bills of quantities, 'schedule of quantities', 'schedule of rates', shall mean the schedule of quantities originally furnished with the notice inviting Tender, duly priced in by the Contractor and accepted by the Employer for inclusion as a part of the Contract for

determining the consideration payable to the Contractor for executing the work and as part of the Contract Agreement it is also referred to as the Contract Schedule.

f) Notice in writing or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or to the registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

g) Act of Insolvency shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the provincial Insolvency Act or Bankruptcy code or any act amending such original.

h) Net Prices: If in arriving at the Contract amount the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the Tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender the price of that item a similar percentage or proportionate sum provided always that in determining the percentage or proportion of any prime cost items and provisional sums of money shall be deducted from the total amount of the Tender. The expression "net rates" or "net prices" when used with reference to the Contract or accounts shall be held to mean rates or prices so arrived at.

i) The works (or the work) shall unless there be something either in the subject or context repugnant to such construction, be considered 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. Wherever the word "work" is used it shall cover "installation" also under the same definition.

j) Excepted risks are risks due to riots (otherwise than among Contractor's/Vendor's Employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government, damage from air craft, acts of God such as earthquake, lightning, unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Employer or causes solely due to use or occupation in a manner for which the works/installations were not designed, by Employer of the said works/installations in respect of which a certificate of completion has been issued or a cause solely due to faulty design of works.

k) Provisional items shall mean items for which only very approximate quantities have been included in the Tender documents.

l) Virtual completion of works/installations shall mean the approval from the Statutory Authorities / Acceptance from ARCHITECT CONSULTANT / NAFED of the works/installations in accordance with the Contract enabling the ARCHITECT CONSULTANT / NAFED to take over the same.

2.1. Instructions of consultant.

The Contractor shall execute the whole and every part of the work in the most substantial and work man like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications, conforming exactly, fully and faithfully to the designs, drawings and instructions in respect of the work given by the ARCHITECT CONSULTANT/NAFED and under the directions of and under the supervision of and subject to the approval in all respects by the ARCHITECT CONSULTANT/NAFED who may in their discretion and from time to time issue further drawings, and/or written instructions, directions and/or written instructions, details and explanations which are hereafter collectively referred to as " ARCHITECT CONSULTANT/NAFED' Instructions" in regard to :

- a) Variation or modification of the design including structural design, quality or quantity of works or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawings or between the schedule of quantities and/or drawings and/or specifications.
- c) The removal from the Site of any materials brought thereon by the Contractor and the substitution of any other materials therefore.
- d) The dismissal from the works of any persons employed thereupon.
- e) The opening up for inspection of any work covered up.
- f) The amending and making good of any defects under Clause 19
- g) The removal and/or re-execution of any works executed by the Contractors, on account of defects, under Cl.20. The Contractor shall forthwith comply with and duly execute any work comprised in such CONSULTANT/NAFED' instructions provided always that verbal instructions, directions and explanations given to the Contractor /Vendor or his Representative upon the works by the ARCHITECT CONSULTANT/NAFED shall if involving a variation, be confirmed in writing by the Contractor within seven days and if not dissented from in writing within a further seven days by the CONSULTANT, such shall be deemed to be CONSULTANT' instructions within the scope of the Contract.

2.2. Manner of execution of work:

The ARCHITECT CONSULTANT/NAFED shall be entitled to direct at what point or points and in what manner the works are to be commenced, and from time to time carried on.

2.3 Variation to be approved by Employer:

Notwithstanding anything herein contained, the ARCHITECT CONSULTANT/NAFED or his Representative shall not, without prior concurrence in writing of the Employer issue any instructions verbal or in writing which will result in the Employer having to pay the Contractor in all such

instructions issued to the Contractor should forthwith be brought to the notice of the Employer. The Contractor shall submit through the ARCHITECT CONSULTANT a statement of variation giving quantities and rates duly supported by analysis of rates, vouchers, etc. The rates on scrutiny and final acceptance of the Employer under the terms of Clause 17 hereof shall form a supplementary schedule of quantities.

2.4 All requisition for clarifications or matter concerning drawings specifications, and schedule of quantities or Additional instructions or detailed drawings should be placed by the Contractor with the Employer/CONSULTANT at least 10 days in advance of the dates by which such are required by the Contractor /Vendor for commencing (their) implementation.

3. Agreement copies to be supplied:

The Contract shall remain in the custody of the Employer and shall be produced by him at his office as and when required by the ARCHITECT CONSULTANT/NAFED or the Contractor. The Contractor on the signing hereof shall be furnished by the ARCHITECT CONSULTANT/NAFED free of cost with a certified copy of the Agreement and one copy of each of the said drawings issued during the progress of the works. Any further copies of such drawings required by the Contractor shall be paid for by him. The Contractor shall keep one copy each of all drawings on the works and the CONSULTANT/NAFED/Employer or his authorized Representative shall at all reasonable times have access to the same. Before the issue of the final certificate to the Contractor he shall, if so required, forthwith return to the ARCHITECT CONSULTANT/NAFED all drawings and specifications.

4. The Contractor to provide everything necessary:

The Contractor shall be deemed to have satisfied himself before Tendering as to the correctness and sufficiency of his Tender for the works and of the rates and amounts stated in the schedule of quantities and/or the schedule of rates and amounts which rates and amounts shall except as otherwise provided cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

The Contractor shall provide at his own cost all materials (except such materials if any, as may in accordance with the Contract be supplied by the Employer), machinery, plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding, temporary works including access roads, etc. together with carriage therefore to and from the Site, in fact everything necessary or proper for the proper execution of the work, whether original, altered or substituted according to the true intent and meaning of the drawings, schedule of quantities and specifications, original or substituted taken together whether the same may or may not be particularly shown or described therein provided that the same may be reasonably inferred there from, and if the Contractor finds any discrepancy in the drawings, or between the drawings, schedule of quantities and the specifications, he shall immediately and in writing refer to the ARCHITECT CONSULTANT/NAFED who shall decide which is to be followed, subject to:

- i) Anything shown or contained in any one or other of (a) the drawings, (b) specifications and (c) the Contract schedule, and not shown in the others shall be equally binding as if it were contained in each of them.
- ii) Figured dimensions are to be followed in preference to the scale, and large scale details in preference to small scale drags.
- iii) The following order of preference shall apply:
- (a) The drawings, (b) Specifications, covered by Bill of Quantities and their preambles, (c) ARCHITECT CONSULTANT/NAFED specifications, (d) the CPWD Specifications / I.S.S.

4. A. Tools, Storage of Materials, Protective Works and Site Office requirement

(i) CONTRACTOR'S SITE OFFICE

The Contractor shall provide, fix up and maintain in an approved position proper office accommodation for the Contractor's Representative and Staff, which offices shall be open at all reasonable hours to receive instruction notices or communications and clear away on completion of the works and make good all work disturbed.

All drawing maintained on the Site are to be carefully mounted on boards of appropriate size and covered with a coat of approved varnish. They are to be protected from ravages of termite, ants, and other insects. The Contractor shall provide at his own cost all artificial light required for the work.

The Contractor shall provide a suitable temporary hut for watchmen and clear away the same when no longer required and to provide all necessary attendance, lights etc. Required.

(ii) FACILITIES FOR WORKERS, HEALTH OF WORKERS ETC.:

The Contractor shall arrange for temporary latrines for the use of Workers and field Staff and keep the same in clean and sanitary condition, to the satisfaction of the Public Health Authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the works disturbed by these conveniences.

Every precaution shall be taken by the Contractor to prevent the breeding of mosquitoes on the works during the construction, and all receptacles, cisterns water tanks, etc. used for the storage of water must be suitably protected against breeding of mosquitoes. The Contractor shall indemnify the Employer against any breach of rules in respect of anti-malarial measures. The Contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any boarding, gantry, building structure other than those approved by the Employer.

iii) PROTECTIVE MEASURES:

The Contractor shall take full responsibility for the care of the Works and materials and Plant for incorporation therein from the Commencement Date until the date of issue of the Taking-over

Certificate for the whole of the Works, when the responsibility for the said care shall pass to the Employer, provided that

(a) If the ARCHITECT CONSULTANT/NAFED issues a Taking-over Certificate for any Section or part of the Permanent Works the Contractor shall cease to be liable for the care of that Section or part from the date of issue of the Taking-over Certificate, when the responsibility for the care of that Section or part shall pass to the Employer, and (the take over and employees responsibility will start from date all the facility is handed over to AI before that responsibility will be with contractor for safety of equipment.)

(b) The Contractor shall take full responsibility for the care of any outstanding works and materials and plant for incorporation therein which he undertakes to finish during the Defects Liability Period until such outstanding Works have been completed.

(iv) STORAGE OF MATERIALS:

The Contractor shall provide and maintain proper sheds for the proper storage and adequate protection of the materials, etc., and other work that may be executed on the Site including tools and materials of sub-Contractors/sub- Vendors and remove the same on completion. Sheds for storage of cement are to have pucca floor raised above the ground.

(V) TOOLS:

Theodolite, levels, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the Contractor for the due performance for this Contract as instructed by the Site Engineer. All measuring tapes shall be of steel and suitable scaffolding and ladders that may be required for safely taking measurements shall be supplied by the Contractors/Vendors. The mistries and the Supervisors on the works shall

always carry with them a three-meter steel tape, a measuring tape of 30 meters, a spirit level, a plum bob and a square and shall check the work to see it is being done according to the drawings and specifications. The Site Engineer will use any or all measuring instruments or tools belonging to the Contractor as he considers fit for checking the works executed or being executed on the Contract.

The Contractor /Vendor shall throughout the execution and completion of the works and the remedying of any defects therein:

5. Contractor to conform to local regulations

The Contractor shall conform to the provisions of any Act of the Legislature relating to the works and to the Regulations and Bye-Laws of any Authority and of any water, lighting and other companies and/or Authorities with whose systems the structure is proposed to be connected, and shall, before making any variations from the drawings or specifications that may be necessitated by so conforming, give to the ARCHITECT CONSULTANT/NAFED written notice, specifying the variation proposed to

be made and the reason for it, and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions, he shall proceed with the work, conforming to the provisions, Regulations, or bye-Laws in question and any variation so necessitated shall be dealt with under Clauses Nos.13 and 17.

The Contractor shall bring to the attention of the ARCHITECT CONSULTANT/NAFED all notices required by the said Acts, regulations or bye-Laws to be given to any Authority and pay to such Authority, or to any Public Office all fees that may be properly chargeable in respect of the works and lodge the receipt with the ARCHITECT CONSULTANT/NAFED.

The Contractor shall indemnify the Employer against all claims in respect of patent rights and shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may legitimately be incurred in respect thereof.

5. A. The Employer is entitled to deduct all Taxes and rates as per existing Laws and rules, from any moneys due or that may become due to the Contractor.

5. B. "The Contractor shall indemnify the Employer from and against all claims, demands, proceedings, damages, costs and expenses which may be brought or made against the Employer or to which it may be put by reason of the Contractor not conforming to complying with any of the provision or requirements of any Act or Statute, Central or State, Rules, Regulations, Bye-Laws of Local authorities, Panchayat, collector or any other companies relating to or in connection with the works or to Labor or for supply of water, light or other amenities at the Site".

6. Contractor responsible for setting out work:

The Contractor shall on the basis of dimensioned drawings and information necessary for the purpose, furnished by the ARCHITECT CONSULTANT/NAFED, set out the works on Site at his own expense and be responsible for the correctness of the positions, levels, dimensions and alignment of all parts thereof. All benches and datum shall be maintained by the Contractor /Vendor at the Site, as long as required by the ARCHITECT CONSULTANT/NAFED, for them to check, but the checking of any setting out by the Representative of the ARCHITECT CONSULTANT/NAFED or of the Employer shall not in any way relieve the Contractor of the responsibility for the correctness thereof and he shall amend at his own cost and to the satisfaction of the ARCHITECT CONSULTANT/NAFED any error in the setting out or consequential to wrong setting out, found at any stage during the progress of the work or during the Defects Liability Period after completion of the work.

7. Materials to conform to specifications, Tests on Materials, work etc.

(i) All materials and workmanship shall so far as procurable conform strictly to requirements in accordance with the drawings and as described in the schedule of quantities and/or specifications and in accordance with the ARCHITECT CONSULTANT/NAFED instructions, and the Contractor /Vendor shall upon the request of the ARCHITECT CONSULTANT/NAFED furnish proof to his satisfaction that

they so conform and if required shall also furnish all invoices, accounts, receipts and other vouchers for the purpose.

(ii) In the case of all products which are in the approved lists of the I.S.I., no material will be collected at Site which does not bear the I.S.I. mark unless the Institution does not affix its mark on that material.

(iii) The Contractor shall place orders for all materials required in time and in any case not later than the dates fixed in the approved program. Where in the matter of procurement of such materials as are collected or the distribution of which is regulated by Government, Central or Local, or by any other Central or Local Authority, the Employer is obliged to issue any certificate or sign applications for license or permit, by virtue of regulation by such Government or Authority or by Custom or practice, it shall be the sole responsibility of the Contractor to arrange for all the formalities to be completed in time and follow up the matter with the concerned Authorities and to procure the materials in time for incorporation in the works/installations according to the approved program, and the Employer or the ARCHITECT CONSULTANT/NAFED will not assume any responsibility for delays in this regard nor for the payment of fines, penalties, demurrage and so forth due to the Contractor not taking timely action in the process of procurement. The Contractor/Vendor shall not raise any plea quoting delays in the completion of the formalities or of delays by the Authorities concerned for any compensation whatsoever.

(iv) However, the Contractor shall before he places orders for supply, furnish and produce to the CONSULTANT/NAFED, at his own expense, samples of materials including patented products and those under specific makes, including approved makes proposed to be used in the works, well in time, notwithstanding prior approval by ARCHITECT CONSULTANT/NAFED/Employer of such products and makes such prior approval shall not constitute a waiver of the rule regarding approval of samples. In all cases when makers/manufactures have test certificates for their goods/articles/products/processes/equipment, Photostat copies of such certificates shall be produced by the Contractor along with the samples.

(v) The ARCHITECT CONSULTANT/NAFED will within two weeks of the date of supply of samples or within such further period as it may depending upon each case require intimate to the Contractor whether the samples are approved by him or not. If samples are not approved the Contractor shall forthwith arrange to supply to the ARCHITECT CONSULTANT/NAFED for his approval fresh samples complying with the specifications.

(vi) The approved samples, bearing distinct marks of identification of such approval shall be displayed by the Contractor, at his own expense, prominently at the Site, during the entire construction period, and for one month after the date (certified) of virtual completion of the work, for inspection/verification by the ARCHITECT CONSULTANT/NAFED/Employer and their accredited Representatives and concerned authorized officials / organization of Govt. Thereafter the Contractor shall hand over the

said approved samples to the Employer, without any charge accruing to him (Employer), the approved samples remaining in the safe custody of the Contractor till they are so handed over to the Employer.

(vii) The Contractor shall indemnify the Employer or any Agent, servant or Employee of the Employer against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claims being made on or action being brought against the Employer or any Agent, servant or Employee of the Employer in respect of any such matter as aforesaid, the Contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with specific direction issued by the Employer or the ARCHITECT CONSULTANT/NAFED in connection with the Contract, but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor /Vendor only if the use was the result of any drawings and/or specifications issued after conclusion of the Contract.

(viii) All charges on account of GST and other Duties on materials obtained for the works from any source, (other than materials supplied by the Employer) shall be borne by the Contractor.

(ix) The ARCHITECT CONSULTANT/NAFED shall be entitled to have tests carried out on the work or its parts or accessories, either during its progress or on completion, where and when deemed necessary or on any materials to be incorporated/incorporated in the work/installation supplied by the Contractor or otherwise notwithstanding that the work or its parts or accessories or the said materials have been accepted and passed/passed for incorporation and the Contractor shall on being directed to do so promptly arrange for the tests to be carried out excepting in the case of "Mandatory test" listed under " ARCHITECT CONSULTANT/NAFED' Specifications" which he (the Contractor/ the Vendor) shall regularly carry out in routine fashion without having to be given any further directions. Proof loading and tests for check of material will be done in presence of NAFED.

(x) The scope of the Clause regarding tests will cover not only materials/articles of everyday use and of ordinary description but also patented products and those under specific makes, including approved makes, notwithstanding that satisfactory test certificates from makers/manufacturers have produced in accordance with sub-clause iv above.

8. Supervision by Contractor:

The Contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the ARCHITECT CONSULTANT/NAFED may consider necessary until the expiration of the "Defects Liability Period". The Contractor shall also during the whole time the works are in progress, employ a competent and qualified Representative whose name shall be approved by the ARCHITECT CONSULTANT/NAFED and who shall constantly be

in attendance at the works while men are at work. Any directions, explanations, instructions or notices given by the ARCHITECT CONSULTANT/NAFED/Employer to such Representative shall be held to have been given to the Contractor.

If the Contractor fails to appoint and keep on the works a competent and qualified Representative as aforesaid the ARCHITECT CONSULTANT/NAFED shall have powers to suspend the works till such time a competent qualified Representative as aforesaid is posted and the Contractor shall not be entitled to claim extension of time on the plea of such suspension of the works. The Contractor shall also engage on the work an adequate number of qualified and experienced technical persons to ensure that the work is executed to conform strictly to drawings and specifications.

9. Dismissal of Workmen:

The Contractor shall on the instruction of the ARCHITECT CONSULTANT/NAFED/Employer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the ARCHITECT CONSULTANT/NAFED/Employer be incompetent or misconduct himself, and such persons shall not be again employed on the works without the permission of the CONSULTANT/NAFED/Employer. Such dismissal shall not form the basis for a claim for compensation or damages of any kind against the Employer/ARCHITECT CONSULTANT/NAFED or any of his/their Representatives.

10. Access to works:

The Employer, the ARCHITECT CONSULTANT/NAFED and his respective Representative shall at all reasonable times have free access to the works and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give the Employer, the ARCHITECT CONSULTANT/NAFED and his respective Representative, all reasonable facilities necessary for inspection and examination and tests of the materials and workmanship. No person unauthorized by the Employer or the ARCHITECT CONSULTANT/NAFED except the Representatives of Public Authorities shall be allowed on the works at any time. All drawings relating to the work issued to the Contractor together with an authenticated copy of the accepted (priced) schedule of quantities are to be kept at the Site and the Employer/ARCHITECT CONSULTANT/NAFED or their authorized Representatives shall be given access to such drawings, schedules whenever necessary. Prior to dispatch from facility the mandatory tests if required may be carried in presence of NAFED representatives.

11. Site Engineer/Asst. Engineer/Clerk of Works

The terms "Site Engineer/Asst. Engineer/Clerk of Works" shall mean the person appointed, and acting under the orders of the ARCHITECT CONSULTANT/NAFED/Employer to inspect the works in the absence of the ARCHITECT CONSULTANT/NAFED or the Employer; the Contractor shall afford the Site Engineer/Asst. Engineer/Clerk of Works every facility and assistance for inspecting the works and

materials and for checking and measuring the work and materials. Such person/persons shall be considered to act solely as Inspectors.

If any work or materials be not approved by the Site Engineer/Asst. Engineer/Clerk of Works or any such Representative, such work shall be suspended or the use of such material shall be discontinued until the decision of the ARCHITECT CONSULTANT/NAFED is obtained. The work will from time to time be examined by the ARCHITECT CONSULTANT/NAFED, the Site Engineer/Asst. Engineer/Clerk of Works or the ARCHITECT CONSULTANT/NAFED' Representatives, but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed. Subject to the limitation of this Clause the Contractor shall take instructions only from the ARCHITECT CONSULTANT/NAFED.

11. A Office at Site for Site Engineer:

The Contractor shall provide, erect and maintain at his cost separate, simple, water- tight officer accommodation of not less than 15 Sq.m in floor area for the Site Engineer. The accommodation should be well lighted and ventilated and provided with a lockable door and windows, with desks, drawers for drawings, a cupboard and tack board for display of drawings. This accommodation shall be demolished and removed by the Contractor at his own cost when directed.

12. Work not to be sublet:

The whole of the works included in the Contract shall be executed by the Contractor who shall not directly or indirectly transfer, assign or underlet the Contract or any part share thereof or interest therein without the written consent of the Employer; and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

13. Variation not to vitiate the Contract:

1. No alteration, omission or variation shall vitiate this Contract but in case the ARCHITECT CONSULTANT/NAFED thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from or substitutions for the original drawings, specifications, designs and instructions, to be used in the work and shall give notice thereof to the Contractor, in writing, the

Contractor shall alter, add to or omit from or substitute for as the case may require, in accordance with such notice and carry out the amended work on the same conditions in all respects on which he agreed to do the main work, but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from or substitutions in the works or any deviations from any of the provisions of the Contract stipulations, specifications or Contract drawings without the previous consent in writing of the ARCHITECT CONSULTANT/NAFED and the value of such extras,

alterations additions or omissions or substitutions shall in all cases be determined by the ARCHITECT CONSULTANT/NAFED with the prior approval in writing of the Employer in accordance with the provisions of Clause 17 hereof, and shall be added to or deducted from the Contract amount accordingly.

13.2 The supply and execution of any part or the carrying out of any work incidental to the execution of any item or class of work shown in the schedule of quantities shall not constitute a variation entitling the Contractor to extra payment provided that the said item or class of work cannot be executed satisfactorily according to the true intent and meaning of the drawings and specifications without the said part thereof or the said work incidental thereto whether the same may or may not be particularly shown or described in the drawings, specifications and schedule of quantities and provided the same may be reasonably inferred there from.

13.2.1. The time for completion of work shall, in the event authorized variations result in a net addition to the Contract sum in excess of 10%, be extended, on request by the Contractor as follows:

i) in the proportion, which the total executed Contract value including authorized variations bears to the original Contract value, the certificate of the ARCHITECT CONSULTANT/NAFED being conclusive as to such proportions; plus

ii) 25% of the additional time calculated by way of (1) above or such further time as may be considered to be reasonable by the ARCHITECT CONSULTANT/NAFED.

13.3. Similarly, the changing of the position of the work from one to another or to a more difficult position than shown in the drawings or described in the specifications or the Contract schedule, or the carrying out of work under circumstances not contemplated in the specifications or the Contract schedule shall not constitute a variation entitling the Contractor to extra payment.

13. A. No compensation for alterations in or restriction of works:

If at any time after the commencement of the work the Employer for any reason whatsoever does not require the whole or part or parts thereof as specified in the Tender to be carried out, the ARCHITECT CONSULTANT/NAFED shall give notice in writing of the fact to the Contractor who shall have no claim for any compensation whatsoever on account of any profit which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out. Nor shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve curtailment of the work originally contemplated.

14. Errors in bills of quantities:

No error in description or in quantity or by way of omission of items from the schedule of quantities shall vitiate this Contract but shall be rectified and the value thereof as ascertained under Clause 17

herein shall be added to or deducted (as the case may be) from the Contract amount provided that there shall be no rectification of errors in the Contractor's/Vendor's schedule of rates.

15. Measurement of works:

The ARCHITECT CONSULTANT/NAFED may from time to time intimate to the Contractor and the Employer that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified Agent to assist the ARCHITECT CONSULTANT/NAFED or the CONSULTANT/NAFED's Representative in taking such measurements and making calculations and to furnish all particulars or to give all assistance required by either of them. Provided that the Contractor shall give notice of not less than ten clear

days to the ARCHITECT CONSULTANT/NAFED or his Representative in charge of the work before covering up or 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 reach of measurement any work without the consent of the ARCHITECT CONSULTANT/NAFED and his Representative in charge of the work who shall within the aforesaid period of ten days inspect the work and cause the measurements to be made; if, any work be so covered up without the consent of the ARCHITECT CONSULTANT/NAFED or his Representative in charge of the work, the same shall be uncovered at the Contractor's/Vendor's expense, or in default thereof no payment or allowance shall be made for such work or materials with which the same was executed.

Should the Contractor not attend or neglect or omit to send Agent then the measurements taken by the ARCHITECT CONSULTANT/NAFED or a person approved by him shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Indian Standard Method of Measurement, unless otherwise provided for elsewhere in this Contract.

The Contractor or his Agent may at the time of measurement take such notes and details as he may require. All authorized extra works, omissions and all variations made without the ARCHITECT CONSULTANT's knowledge, if subsequently sanctioned by him in writing (with the prior approval in writing of the Employer) shall be included in such measurements.

16. Payment for Item under Lump sum charges

"In the case of any item for which lump sum charges are provided in the Tender payment will be regulated on actual work done on the basis of the lump sum charges as will be assessed to be payable by the Employer/ ARCHITECT CONSULTANT".

17. Price of Variation:

The rates for additional, altered, substituted work shall be arrived at in accordance with the following rules:

- i.** The net rates or prices in the Contract schedule shall determine the valuation of (the rates for) the extra work (item) where such extra work (item) is of similar character and is executed under similar conditions as the work prices therein.
- ii.** If the rates for the extra, altered or substituted (deviated) work are not provided for (available) in the Contract schedule, they shall to the extent possible be derived out of the rates given in that schedule for similar or near similar items. For the purpose of such derivation, where necessary and when so directed, the Contractor shall furnish detailed analysis for the said similar or near similar items in the Contract schedule. For such portions of the analysis for the extra, altered or substituted (deviated) work for which prices cannot be abstracted from the corresponding analysis of rates for the said similar or near similar items in the Contract schedule, market rates substantiated by purchase bills/vouchers shall be adopted, using factors and constants for quantum's of materials, labor T & P and sundries from CPWD/Standard PWD data/analysis, in the order thus written, adding towards profits and overheads an appropriate margin not exceeding 15%. When called upon to do so the Contractor shall submit the required purchase bills/vouchers.
- iii.** In respect of a Contract which incorporates more than one schedule the rate applicable in case (i) above if not provided for in the schedule pertaining to the work in which the addition, alteration or substitution (deviation) occurs, shall be taken as the lowest applicable rate in the other schedule/s: similarly, in case above, if similar or near similar items cannot be found in the schedule pertaining to the work in which the addition, alteration or substitution (deviation) occurs, similar or near similar items from the other schedule/s shall be adopted.
- iv.** In the case of additional, altered or substituted (deviated) work for which rates cannot reasonably be derived as at (ii) and (iii) above, the rates shall be worked out adopting market prices, substantiated by purchase bills/vouchers, using factors and constants for quantum's of material, labor, T & P and sundries from CPWD/Standard PWD/Data Analysis in the order thus written, adding towards profits and overheads an appropriate margin not exceeding 15%. When called upon to do so the Contractor shall submit his purchase bills/vouchers, to the ARCHITECT CONSULTANT.
- v.** Deleted.
- vi.** The questions as to what particular items, being similar or near similar to the additional, altered or substituted (deviated) work in the Contract schedule are to be adopted for derivation of rates for the additional, altered or substituted (deviated) work and whether the said rates

cannot be derived from similar or near similar items in the Contract schedule will be decided by the ARCHITECT CONSULTANT/NAFED.

- vii.** In cases (ii) to (iv) the Contractor is required to submit his analysis of rates adopting the principles enunciated and the ARCHITECT CONSULTANT/NAFED, after scrutinizing the analysis and other papers furnished, will allow such rates as he considers reasonable.
- viii.** Where extra work is of such a nature that it cannot be properly measured or valued the Contractor shall be allowed day work prices at the net rates stated in the Tender or the priced schedule of quantities or, if not so stated, then at rates not exceeding the minimum local day work rates and wages for the district, notified by the concerned Authority, provided that in either case if required by the ARCHITECT CONSULTANT/NAFED, vouchers, muster rolls and other documents required for proper verification of the labor employed and the materials deployed on the said work and the costs thereof be delivered to the ARCHITECT CONSULTANT/NAFED or his Representative at or before the end of the week following that in which the work has been executed. The question as to whether extra work is of such nature that it cannot be properly measured or valued will be decided by the ARCHITECT CONSULTANT/NAFED. The margin to be allowed on actual costs to the Contractor towards profits and overheads shall be an appropriate percentage not exceeding 15%.

18. Unfixed materials:

Where in any certificate (of which the Contractor has received payment) the ARCHITECT CONSULTANT/NAFED has included the value of any unfixed materials intended for and/or placed on or adjacent to the works such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the ARCHITECT CONSULTANT/NAFED. The Contractor shall be liable for any loss or damage to such materials.

19. Removal of improper work, material, etc.

The ARCHITECT CONSULTANT/NAFED shall, during the progress of the work, have full powers to order in writing, removal from the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the ARCHITECT CONSULTANT/NAFED are not in accordance with the specifications or the instructions of the ARCHITECT CONSULTANT/NAFED, or do not conform to approved samples, the substitution of the rejected materials by proper other materials, and the removal and proper re-execution of any work executed with unsound, imperfect or unskilled workmanship or with materials not in accordance with the Contract, notwithstanding that the same may have been passed or/and certified or/and paid for and the Contractor shall forthwith carry out such order at his own cost.

In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay other persons to carry out the same without being answerable or accountable for any loss or damage that may happen or arise in such materials removed and all expenses consequent on or incidental thereto as certified by the ARCHITECT CONSULTANT/NAFED shall be borne by the Contractor, or may be deducted by the Employer from any moneys due or that may become due to the Contractor.

In lieu of re-execution of any work not in accordance with the Contract the ARCHITECT CONSULTANT/NAFED may in their option allow it to remain but will allow for such work reduced rates. The decision of the ARCHITECT CONSULTANT/NAFED to exercise his option in this regard and the quantum of reduction to be made in the rate for the item in question shall be final and binding on the Contractor.

20. Defects Liability Period:

Any defect, shrinkage, settlement or other faults which may appear within the 'Defects Liability Period' stated in the appendix hereto, or if none be so stated, then within 12 months after the virtual completion to ARCHITECT CONSULTANT/ NAFED of the works, arising in the opinion of the ARCHITECT CONSULTANT/NAFED from materials or workmanship not in accordance with the Contract, shall on demand which shall be made within the Defects Liability Period, in writing by the ARCHITECT CONSULTANT/NAFED, and within such reasonable time as shall be stated therein specifying the work, materials or articles complained of notwithstanding that the same may have been passed or / and certified, paid for, be amended and made good by the Contractor at his own proper charge and cost and in case of defaults the Employer may employ and pay other person or persons to amend and make good such defects, shrinkage, settlements or other faults and all damages, loss and expenses consequent or other faults and all damages, loss made good and borne by the Contractor and such damages, loss and expenses shall upon the ARCHITECT CONSULTANT/NAFED's certificate in writing, be recoverable from him (the Contractor) by the Employer or may be deducted by the Employer from any moneys due or that may become due to the Contractor or the Employer may in lieu of such amending and making good by the Contractor a sum to be determined by the ARCHITECT CONSULTANT/NAFED equivalent to the cost of amending and making good such work and in the event of the amount retained under Clause 33 being insufficient, recover the balance from the Contractor, together with any expenses the Employer may ;have incurred in connection therewith. Should any defective work have been done or material supplied by any sub-Contractor/sub-Vendor employed on the works who has been nominated or approved by the ARCHITECT CONSULTANT/Employer as provided in Clauses 12 and 22 the Contractor shall be liable to make the same good in the same manner as if such work or materials had been done or supplied by the Contractor himself and been subject to the provision Clause 2 hereof. The Contractor shall remain liable under the provisions of this Clause notwithstanding the signing by the ARCHITECT CONSULTANT/NAFED of any certificate including the final certificate, or the passing of any accounts.

Clause 21

Completion Certificate

(I) Within 15 (fifteen) days of the virtual completion of the work, the Contractor shall give notice of such completion to the ARCHITECT CONSULTANT/NAFED/Employer along with the pre final bill for the work so completed and within 10 (ten) days of the receipt of such notice and pre- final bill by him the ARCHITECT CONSULTANT/NAFED shall inspect and check the work and if there is no defect in the work shall furnish the Contractor with a certificate of completion, otherwise a provisional certificate of completion indicating the 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 certificate of completion, provisional or otherwise, 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 was executed, all scaffolding, surplus material, rubbish and all huts and sanitary arrangements required for their work people on the Site in connection with the execution of the works and as shall have been erected or constructed by the Contractor(s) /Vendor(s) and cleaned off the dirt from all woodwork, doors, windows, walls, floors or other parts of any building, in, upon or about which the work was executed, or of which he may have had possession for the purpose of the execution thereof; and not until the work shall have been checked and the measurements have been verified by the ARCHITECT CONSULTANT/NAFED.

21.(ii) 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 aforesaid and cleaning off of dirt on or before the date fixed for the completion of the work, original or extended in terms of Clause 28 herein, the Employer after issuing due notice, 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 any such scaffolding or surplus material as aforesaid except for any sum actually realized by sale thereof. And the expense if any, so incurred may be recovered from any money due or that may become due to the Contractor by the Employer.

21.(iii) And if the pre-final bill is not submitted by the Contractor along with his notice of virtual completion of work, the ARCHITECT CONSULTANT/NAFED may withhold the issue of the certificate of virtual completion till after the said pre-final bill is received by them.

21.(iv) And the works shall not be considered as completed until the ARCHITECT CONSULTANT/NAFED has certified in writing that they have been completed and the defects liability period shall commence from such certified date of completion of work.

21.(v) If several sub-works covered by separate schedules are included in the Contract, and if at any time before the completion of the entire work, the Employer takes possession of any of the separate sub-works that may have been duly completed in accordance with the Contract and so certified by the ARCHITECT CONSULTANT/NAFED, notwithstanding any other provision in this Contract in this

regard, a completion certificate may be issued in respect of that sub-work subject to the provisions in the previous sub-clauses (regarding completion certificate) having been complied with in respect of the said duly completed sub-work, the defects liability period for such sub-work may be reckoned from the separate date of completion so certified and that part of the full security deposit that may by proportion (Contract value of this sub-work to the whole Contract value) be attributed to this sub-work may be refunded in accordance with and subject to the provisions of Clause 20. The same principles will apply where different dates of completion are stipulated for different sub-works.

(vi) The previous sub-clause is not applicable where there is a single schedule only for the whole work.

22. Specialists:

All specialists, merchants, tradesmen and others executing any work or supplying and fixing any goods for which prime cost prices or provisional sums are included in the schedule of quantities/and/or specification who may be nominated or selected by the Employer/ARCHITECT CONSULTANT/NAFED shall be deemed to be sub-Contractors/sub-Vendors employed by the Contractor and are herein referred to as nominated sub-Contractors/sub-Vendors.

No nominated sub-Contractors shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection or (save where the ARCHITECT CONSULTANT/NAFED and Contractor shall otherwise agree) who will not enter into a Contract providing.

a) That the nominated sub-Contractor shall indemnify the Contractor against the same obligations in respect of the sub-Contract as the Contractor is under in respect of this Contract.

b) That the nominated sub-Contractor/sub-Vendor shall indemnify the sub- Contractor/sub- Vendor, his servants or Agents or any misuse by him/them of scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.

c) Payment shall be made to the nominated (no Payment can be made by AI to Sub Contractor)sub-Contractor/sub-Vendor within fourteen days of his receipt of the ARCHITECT CONSULTANT's certificate provided that before any certificate is issued the Contractor shall upon request furnish to the ARCHITECT CONSULTANT/NAFED proof that all nominated sub- Contractor's/sub-Vendor's accounts included in previous certificates have been duly discharged, in default whereof the Employer may pay the same upon a certificate of the ARCHITECT CONSULTANT/NAFED and deduct the amount thereof from any sums that may then be due or may become due to the Contractor.

23. Employer may use premises:

The Employer with the concurrence of the ARCHITECT CONSULTANT/NAFED reserves the right to use the premises and any portion of the Site for the execution of any work not included in this Contract which he may desire to have carried out by other persons and the Contractor is to allow all reasonable facilities for the execution of such work but is not required to provide any plant or materials (for the execution of such work) except by special arrangements with the Employer. Such

work shall be carried out in such manner as not to impede the progress of the works included in this Contract and the Contractor is not to be held responsible for any damage or delay which may happen to or be occasioned by such work.

24. Contractor Liable for Damage done:

24.1. The Contractor shall be responsible for all injury to persons, animals, or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-Contractor's Employee whether such injury or damage arises from Carelessness, accident or any other cause whatever in any way connected with the carrying out of the Contract. This Clause shall be held to include, inter-alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, foot-paths, bridges, or ways as well as all damages caused to the buildings and works forming the subject of this Contract by frost or other inclemency of weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation or damages consequent upon such claims.

24.2. The Contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver up the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of Third Party.

24.3.1. The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the Public or other Third Party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the Contract, with an approved Insurer a Policy of Insurance in the joint names of the Employer and Contractor against such risks and deposit such policy or Policies with the ARCHITECT CONSULTANT/NAFED from time to time during the currency of this Contract. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the workmen's Compensation Act or any other statute in force during the currency of this Contract or at Common Law in respect of any Employee of the Contractor or sub-Contractor and shall at his own expense effect and maintain, until the virtual completion of the Contract, with an approved Insurer a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the ARCHITECT CONSULTANT/NAFED from time to time during the currency of the Contract.

24.3.2. The Insurance policies above stated (under Clause 24.3) shall be taken for a minimum sum of Rs. 5.00 Lacs with Indemnity of Rupees 1.00 Lacs per person for any accident.

24.4.1. The Contractor shall be responsible for anything which any be excluded from the Insurances Policies above referred to and also for all other damages to any property arising out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Employer in

respect of any costs, charges or expenses arising out of claim or proceedings and also in respect of award of compensation for damage arising there from.

24.4.2. The Employer with the concurrence of the ARCHITECT CONSULTANT/NAFED shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation, costs, charges and expense arising or accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor.

25. Responsibility for safety of buildings:

The Contractor shall be responsible for the safety of the works (including the materials, temporary buildings and plant) until they are taken over by the Employer and subject to and notwithstanding the provisions of Cl.23 ante they shall stand at the risk, and be in the sole charge of the Contractor, who shall be responsible for and must with all possible speed make good all damage from whatever cause.

25. A. Insurance of the Works:

The Contractor shall, without limiting his or the Employer's obligations and responsibilities insure: -

- (a) The works, together with materials and plant for incorporation therein to the full replacement cost (the term "cost" in this context shall include profit).
- (b) an additional sum of 15 percent of such replacement cost to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the works and of removing debris of whatsoever nature, and
- (c) The Contractor's/Vendor's Equipment and other things brought onto the Site by the Contractor, for a sum sufficient to provide for their replacement at the Site.

The Insurance in previous paragraphs will be in the joint names of the Contractor and the Employer and shall cover.

- (a) the Employer and the Contractor against all loss or damage from whatsoever cause arising, from the start of work at the Site until the date of issue of the relevant Taming Over Certificate in respect of the Works or any Section or part thereof as the case may be, and
- (b) the Contractor for his liability:
 - (i) during the Defects Liability Period for loss or damage arising from a cause occurring prior to the commencement of the Defects Liability Period, and
 - (ii) For loss or damage occasioned by the Contractor in the course of any operations carried out by him.

Any amounts not insured or not recovered from the Insurers shall be borne by the Contractor in accordance with their respective responsibilities.

The Contractor shall without limiting his or the Employer's obligations insure, In the joint names of the Contractor and the Employer, against liabilities for death of or injury to any

person or loss of or damage to any property (other than the works) arising out of the performance of the Contract.

The insurance policy shall include a cross liability clause such that the insurance shall apply to the Contractor and to the Employer as separate insured.

The Employer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any sub-Contractor/sub-Vendor, other than death or injury resulting from any act or default of the Employer, his Agents or servants. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall insure against such liability and shall continue such insurance during the whole of the time that any persons are employed by him on the Works. Provided that, in respect of any persons employed by any sub-Contractor/sub-Vendor, the Contractor's/Vendor's obligations to insure as aforesaid under this sub-clause shall be satisfied if the Sub- Contractor/Sub-Vendor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy, but the Contractor shall require such Sub-Contractor/Sub-Vendor to produce to the Employer, when required, such policy of insurance and the receipt for the payment of the current premium.

The Contractor shall provide evidence to the Employer prior to the start of work at the Site that the insurances required under the Contract have been effected and shall, within 21 days of the Commencement Date, provide the insurance policies to the Employer. When providing such evidence and such policies to the Employer, the Contractor shall notify the ARCHITECT CONSULTANT/NAFED of so doing. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Acceptance. The Contractor shall effect all insurances for which he is responsible with Insurers and in terms approved by the Employer

The Contractor shall notify the Insurers of changes in the nature, extent of program for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of the Contract and shall when required, produce to the Employer the insurance policies in force and the receipts for payment of the current premiums.

If the Contractor fails to effect and keep in force any of the insurances required under the Contract, or fails to provide the policies to the Employer within the period stipulated then and in any such case the Employer effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time **to time deduct the amount so**

paid from any monies due or to become due to the Contractor, or recover the same as a due from the Contractor.

25.B. Policies under Clauses 24 & 25 A:

The policies referred in clauses 24 and 25 A shall all be taken in the joint names of the Employer and the Contractor; the name of the former being placed first.

26. Day of Commencement and Day of Completion:

The date of commencement of the work shall be reckoned as the 7th day from the date of work order and the work shall be completed in all respects within the time stipulated subject nevertheless to the provision for extension of time under Cl.28 herein below. During the construction period the Contractor shall maintain proportionate progress at all times on the basis of the Program Chart submitted by him at the beginning of the work and agreed upon by the Employer/CONSULTANT and forming part of the Agreement. Such program shall make due allowance for bottlenecks in respect of procurement of Scarce/long delivery materials and known circumstances that might cause delay.

27. Liquidated Damages:

If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 28 here in below the Contractor shall pay or allow to the Employer the sum named in the appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete by the date of completion of the work as defined in the Contract, and the Employer may deduct such damages from any moneys due or that may become due to the Contractor

28. Extension of time:

If the Contractor shall desire an extension of time for completion of the work on the grounds of his having been unavoidably hindered by such causes as (a) force majeure or (b) proceedings taken or threatened by or dispute with adjoining or neighboring owners or Public Authorities arising otherwise than through the Contractor's own defaults or

(c) the work or delays of other Contractors/Vendors or tradesmen engaged or nominated by the Employer or the ARCHITECT CONSULTANT/NAFED and not referred to in the schedule of quantities and or specification or (d) strike or lockout affecting any of the building trades or directly the work or (e) delays in the supply of materials stipulated to be supplied by the Employer, or any other ground that may reasonably be held to be valid by the ARCHITECT CONSULTANT/Employer, he shall apply in writing to the ARCHITECT CONSULTANT within 15 days of the date of such hindrance on account of which he desires such extension as aforesaid and the ARCHITECT CONSULTANT, (The delay will be informed to NAFED immediately and will not be used as waiver on penalty if the same has not

been informed earlier., if in his opinion reasonable grounds have been shown therefore, may with the previous approval in writing of the Employer make a fair and reasonable extension of time for completion of the Contract works, but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required of him to proceed with the work expeditiously provided -

a) That the Contractor shall have no claim whatever other than extension of time for the delay in completion of the work due to such hindrance and

b) that the Contractor shall suspend the works whenever called upon to do so in writing by the ARCHITECT CONSULTANT/NAFED and shall be allowed reasonable extension of time for completion of work due to such suspension of work and nothing else.

29. Failure of Contractor to comply with ARCHITECT CONSULTANT' instructions:

If the Contractor, after receipt of written notice from the ARCHITECT CONSULTANT/NAFED requiring compliance within ten days fails to comply with such further drawings/and/or ARCHITECT CONSULTANT/NAFED instructions, the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recovered from the Contractor by the Employer on the Certificate of the ARCHITECT CONSULTANT/NAFED as a debt or may be deducted by him from any moneys due or to become due to the Contractor.

30. Termination of Contract by Employer:

If the Contractor being an individual or a firm commits and "Act of Insolvency", or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or be subject to the supervision of the court and of official assignee or the liquidator in such acts of insolvency or winding up, as the case may be, and shall be unable within 7 days after notice to him to do so, to show to the reasonable satisfaction of the ARCHITECT CONSULTANT/NAFED that he is able to carry out and fulfill the Contract and to give security therefore if so required by the ARCHITECT CONSULTANT/NAFED:

OR if the Contractor (whether an individual, firm or incorporated company)

shall suffer execution to be issued;

OR shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor;

OR shall assign or sublet this Contract without the consent in writing of the Employer first obtained;

OR shall charge or encumber this Contract or any payments due or which may become due to the Contractor there under;

OR if the ARCHITECT CONSULTANT/NAFED shall certify in writing to the Employer that the Contractor;

i) Has abandoned the Contract, or

ii) Has failed to commence the work, or has without any Lawful excuse under these conditions suspended the progress of the works for 14 days after receiving the CONSULTANT' notice to proceed. Or

iii) Has failed to proceed with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or

iv) Has failed to remove the materials from the Site or to pull down and replace work for seven days after receiving from the ARCHITECT CONSULTANT/NAFED written notice that the said materials or work were not approved and were rejected by the ARCHITECT CONSULTANT/NAFED under these conditions, or

v) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring him (the Contractor) to observe or perform the same, or

vi) Has to the detriment of good workmanship or without the consent in writing of the Employer sublet any part of the Contract.

Then and in any of the said cases the Employer may notwithstanding any previous waiver, after giving seven day's notice in writing to the Contractor, determine the Contract, but without thereby affecting the powers of the ARCHITECT CONSULTANT/NAFED or the obligations and liabilities of the Contractor the whole of which shall continue to be in force as fully as if the Contract had not been so determined and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further the Employer by his Agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery, steam or other power utensils and materials lying upon the premises or the adjoining land or roads, and use the same as his own property or may deploy the same by means of his own servants and workmen in carrying on and completing the works or by employing other Contractor or person or persons to complete the work and the Contractor/s/Vendor/s shall not in any way interrupt or do any act, matter, or thing to prevent or hinder such other Contractor/s or other person or persons employed for completing and finishing or using the materials and plant for the works. When the work shall be completed or as soon thereafter as convenient the ARCHITECT CONSULTANT/NAFED shall give notice in writing to the Contractor to

remove his surplus materials and plant, and should be Contractor fail to do so within a period of 14 days after receipt of such notice by him the Employer shall be entitled to sell the same by public auction and give credit to the Contractor for the amount released.

The Contractors account shall also be credited with the amount that would have been payable to him, for the uncompleted work (completed by the Employer through other Contractor/s/ or person or persons as aforesaid) in terms of his Agreement as if the Contract had not been determined and he (the Contractor) had continued to execute the work to its completion. The actual gross expense to the Employer including incidental charges in completing the uncompleted work through other Contractor/s/ or person or persons shall be debited to the Contractor's account if it be not less than the credit for the uncompleted work as above referred; if however, the said debit to be made be less than the said credit, then the amount to be debited shall be equal to the value of the credit given as above referred.

The ARCHITECT CONSULTANT/NAFED shall thereafter ascertain and certify in writing what (if anything) in the final accounting is due to be payable to the Contractor by the Employer or to the Employer by the Contractor for the sale of surplus materials and plant and loss the Employer shall have been put to in procuring the works to be completed. The amount, if any, owing to the Contractor and which shall be so certified shall thereupon be paid by the Employer to the Contractor and vice versa; and the certificate of the ARCHITECT CONSULTANT/NAFED in this regard shall be final and conclusive between the parties

31. Termination of Contract by Contractor:

If payment of the amount payable by the Employer under any certificate of the ARCHITECT CONSULTANT/NAFED shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such certificate, or the Employer commits any "act of insolvency" or if the Employer (being an individual or Firm) shall be adjudged an insolvent, or (being an incorporated Company) shall have an order made against him or pass as effective Resolution for winding up, either compulsory or subject to the supervision of the Court or Voluntarily, or if the official assignee or the Employer shall repudiate the Contract, or if the Official Assignee or the Liquidator in any such winding up shall be unable within fifteen days after notice to him requiring him to do so to show to the reasonable satisfaction of the Contractor that he is able to carry out and fulfill the Contract and to make all payments due, and to become due there under, and if required by the Contractor, to give security for the same, or if the works be stopped for three months under the order of the ARCHITECT CONSULTANT/NAFED or the Employer or by an injunction or other order of any Court of Law, then and in any of the said cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer, through the ARCHITECT CONSULTANT/NAFED, and

he shall be entitled to recover from the Employer, payment for all works executed in terms of the Contract and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contractor.

In arriving at the amount of such payment the net rates contained in the Contractor's/Vendor's original Tender shall be followed or where the same may not apply, valuation shall be made in accordance with Clause 17 hereinbefore.

32. Prime Costs, Provisional sums:

(a) Where 'Prime Cost' (P.C.) prices or provisional sums of money are provided for any goods or work in the specification or Schedule of quantities the same are exclusive of any trade discounts, rebate or allowance, discount for cash, or profit which the Contractor may require and of fixing, but are inclusive of all proper charges for packing, carriage and delivery at Site.

(b) All goods or work for which prime cost prices or provisional sums of money are provided may be selected or ordered from any manufacturers or firms by the ARCHITECT CONSULTANT/NAFED in consultation with the Employer who reserves to himself the right of paying direct for any such goods or work and deducting the said prices or sums from the amount of Contract. Should any goods or work for which prime cost prices or provisional sums are provided or portions of same, be not required, such prices or sums, together with the profits allowed for same and such additional amounts as the Contract may have allowed for carriage and fixing, will be deducted in full from the amount of the Contract. Whether the goods be ordered by the Contractor /Vendor or otherwise, the Contractor shall receive and sign for such goods and be responsible for their safe custody as and from the date of their delivery upon the works, and shall be paid for fixing, where applicable, in terms of the Contract, and in the absence of special provision for such payment for fixing, in the Contract shall fix the same, if required and if called upon to do so, at his own cost. Fixing shall cover unloading, getting in, unpacking and return of empties and other incidental works.

(c) In case provisional quantities of material are contained in the Contract the Contractor shall provide such material to such amounts or to greater or lesser amounts as the ARCHITECT CONSULTANT/NAFED shall direct in writing at the net rates at which he shall have priced such items in his schedule of quantities. Should however any such items be entirely omitted, which omissions shall be at the ARCHITECT CONSULTANT/NAFED's discretion no compensation for the omission of nor profit on such items shall be allowed to the Contractor.

(d) No prime cost sum or sums (or any portion thereof) shall be included in any certificates for payment to the Contractor /Vendor until the receipted accounts relating to them have been produced by the Contractor to the ARCHITECT CONSULTANT/NAFED; such account shall show all discounts and any sum or sums in respect of such discounts shall be treated as a trade discount provided always that should be Contractor in lieu of producing such receipted accounts request the ARCHITECT CONSULTANT/NAFED in writing to issue a certificate on the sub-Contractor/sub-

Vendor direct, the ARCHITECT CONSULTANT/NAFED shall, upon satisfying himself that the sub-Contractor/sub-Vendor is entitled to the same, so issue the certificate, and such sum or sums shall be deducted from the amount of the Contract at the settlement of accounts and any profit or further sum which the Contractor is properly entitled in respect of such sub-Contractor/sub-Vendor, and which is in conformity with the terms of the Contract, shall be allowed to the Contractor at the settlement of accounts as though the amount of such certificates to the sub- Contractor/sub-Vendor had been included in a certificate drawn in favour of the Contractor.

(e) If the Contractor neither produces the receipt nor gives Authority to the ARCHITECT CONSULTANT/NAFED to issue a certificate in favor of such sub-Contractor/sub- Vendor direct, the ARCHITECT CONSULTANT/NAFED, may upon giving the Contractor seven days' notice in writing of his intention to do so issue to the sub- Contractor/sub-Vendor such certificate direct on the Employer and obtain the receipt from the sub-Contractor/sub-Vendor which receipt shall be deemed as discharge for the amount of such certificate as though given by the Contractor. In the event of such fault on the part of the Contractor, he shall not be allowed any profit he may have added in the schedule of quantities upon such sub-Contract.

f) The exercise of the option herein by the Contractor and the issue of certificate to sub-Contractor upon the Contractor's request or the issue to the sub-Contractor's direct of the certificate by the ARCHITECT CONSULTANT/NAFED all as hereinbefore referred, shall not however, relieve the Contractor from any of the liabilities in respect of insufficient, faulty or incomplete work of the sub-Contractor/sub-Vendor for which he may be liable under the terms of the Contract.

(g) If any provisional items are provided for work of a nature usually carried out by the Contractor on the ordinary course of his business Employer shall give the Contractor an opportunity for Tendering for the same without prejudice to the Employer's right to accept any or reject any or all of the Tenders received including that of the Contractor.

33. Certificate and Payment:

1. A bill in triplicate shall be submitted by the Contractor each month as per payment terms neatly recorded by him in an approved form of measurement book, also in triplicate for the work executed in the previous month, and the ARCHITECT CONSULTANT/NAFED shall, consistent with the stipulation in the appendix to these conditions of Contract regarding "value of work for Interim Certificates" (or at closer intervals at his discretion) , check/take the measurements or cause the measurements to be checked/taken for the purpose of having the same to be verified and to the extent work has been executed in accordance with the Contract, issue interim certificate, and the Employer, after technical scrutiny of the bill, shall make payment to the Contractor on the basis of such certificates (as in the Appendix to the conditions of Contract), subject to retention of such sums at the percentage marked in the said Appendix till the whole of the retention money (part of security deposit) is collected where after the installments (interim payments) shall be upto the full value of the work subsequently so

executed and fixed. Further the Security Deposit will be refunded in two stages; the EMD within 30 days after the issue of completion certificate (as per clause 21 of the agreement) and the balance amount i.e. the Initial Security Deposit will be released after expiry of the Defects Liability Period.

2. The ARCHITECT CONSULTANT/NAFED/Employer may in his discretion include in the interim certificate such amount as he may consider proper on account of any materials which are in his opinion non-perishable and are in accordance with the Contract and which have been brought on the Site (but not prematurely) in connection therewith and adequately stored and/or protected against damage by weather or other cause but which have not at the time of advance been incorporated in the work, 75% (inconsistent with the payment terms) of their purchase value on production of vouchers for the same subject to a maximum of basic prices, stated or quoted on stipulation, of Cement and Steel. When materials on account of which such advance has been made under this sub clause are incorporated in the work the amount of the advance shall be deducted from the next payment made under any of the Clauses of this Contract, and in any case within 3 months of the date of payment of each advance.

3. All interim payments aforesaid shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected, or be considered as an admission of the due performance of the Contract, or any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine or affect in any way the powers of the ARCHITECT CONSULTANT/Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the Contract.

4 And when the works have been completed, the ARCHITECT CONSULTANT/NAFED shall have issue the completion certificate in accordance with Clause 21 hereinbefore, the Contractor shall submit the final bill in respect of the Contract works within one month thereafter and the CONSULTANT/NAFED, shall duly check/verify the measurements of the work done and to the extent work has been carried out in accordance with the Contract, issue the certificate on the final bill. The Employer shall make payment to the Contractor on this final bill certificate within 3 (three) months of the date of such certificate by the ARCHITECT CONSULTANT/NAFED, subject to retention of such sums at the percentages specified in the Appendix to the conditions of Contract. Final payment comprising the return of all retention amounts shall be made by the Employer to the Contractor on the basis of the final certificate thereof to be issued in writing by the ARCHITECT CONSULTANT/NAFED after the expiration of the period referred to as "Defects Liability Period" in the Appendix hereto from the date of virtual completion of the work or as soon after the expiration of such period as all the work has been finally completed and after all defects have been made good by the Contractor in accordance with the true intent and meaning of the Contract whichever shall last happen & also to the clause no. 4 in terms of payment terms.

5. Provided always that the issue by the ARCHITECT CONSULTANT/NAFED of any certificate during the progress of the works or at or after their completion shall not relieve the Contractor of his liabilities under C1.2 & 20 nor relieve him of his liability in case of fraud, dishonesty, or fraudulent concealment relating to the works or materials or to any matter dealt with in the certificate and in the case of all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the ARCHITECT CONSULTANT/NAFED shall by itself be conclusive evidence that any work or materials to which it relates are in accordance with the Contract neither will the Contractor have a claim for any amounts which the ARCHITECT CONSULTANT/NAFED might have certified in any INTERIM/PREFINAL BILL and paid by the Employer and which might subsequently be discovered as not respect the Employer's decision shall be final and binding.

6. The ARCHITECT CONSULTANT/NAFED shall have power to withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction.

7. The ARCHITECT CONSULTANT/NAFED may by any certificate make any correction in any previous certificate which shall have been issued by him. No certificate of payment will be issued by the ARCHITECT CONSULTANT/NAFED if the Contractor fails to ensure the works and keep them insured till the issue of the virtual completion certificate. Also certificate of payment may be refused if the Contractor fails to execute the formal Agreement within two weeks of his being called upon to do so.

8. Acceptance of Final Bill by Contractor:

Acceptance by the Contractor /Vendor of payment on the final bill would be conclusive evidence he has no further claim in respect of the work executed, but such acceptance shall not prejudice the Employer's rights under sub-clause 5 above and under Clause 36 hereto (Right of Technical Scrutiny of Final Bill).

34. Deposit bears no interest:

Earnest/Retention money, or the balance of it available with the Employer, shall be refunded to the Contractor in the manner specified in the appendix to the conditions of Contract and shall bear no interest whatsoever until the date of its return, unless otherwise provided for in this Contract.

35. General Provisions:

a) Governing Laws: This agreement will be governed and constructed in accordance with the laws of the republic of India without giving effects to the principles of conflicts of laws. Both parties agreed to submit the jurisdiction at New Delhi and further agreed that any cause of action arising under this agreement may be brought in a court at New Delhi.

b) Further Assurances: The parties hereto shall cooperate with each other, both during and after the term of this agreement, and to execute, when requested, any other document deemed necessary or appropriate by parties hereto to carry the purpose of this agreement.

c) Severability: If any provision of this agreement is held to be invalid or enforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties hereto agree to replace any invalid provision with a valid provision which most closely approximate the intent and economic effect of the invalid provision.

d) Waiver: No term or provision of this agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by either of the parties of any of the covenants, condition or agreements to be performed by the other herein under shall not be construed to be a waiver of any succeeding breach thereof.

e) No Assignment: Neither party may assign or transfer its rights or obligations under this under this agreement without the prior written consent of the other party, and any assignment or transfer in derogations of the foregoing shall be null and void, provided, that either party shall have the right to assign the agreement, without the prior written consent of the party, to the party, to the successor entity in the event of merger, corporate re-organization or sale of all or substantially all of its assets. The terms of this agreement shall be binding upon such assignees.

f) Notice: Any notices required or permitted herein under shall be given to the appropriate party at the address specifies herein or as such other address as the party shall specify in writing. Such notice shall be deemed given: upon personal delivery; if sent by the facsimile, upon confirmation of receipt; or if sent by certified by or registered mail postage etc. 7 days after the date of mailing.

g) Entire Agreement: This agreement together all annexure, specifications and other attachments which are incorporated herein by reference, is the sole and entire agreement between the parties relating to the subject matter hereof. This agreement supersedes all prior understandings, agreements and documentation relating to such subject matter. No supplement, modification or amendments of this agreement shall be binding unless executed in writing by both parties in this agreement. In the event of conflict of provisions of the main body of the agreement and attached annexure, specification or other materials, this agreement shall take precedence.

h) Legal expenses and Attorney fee: In the event of any litigation court proceeding relating to the subject matter of this agreement either solely between the parties hereto, or with any third party, the _____ shall reimburse to NAFED for all reasonable legal expenses, attorney fees and costs resulting there from.

i) Place of execution of agreement: The execution of this agreement will be completed only its execution by the NAFED through its authorized signatory at the registered office at New Delhi after the copies duly executed by theis received by NAFED. Hence, this agreement shall be deemed to have been executed at New Delhi even if thehas prior thereto executed this agreement at any place(s) other than New Delhi.”

36. Applicable Law Jurisdiction and Dispute Resolution:

36.1 The agreement shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of Republic of India and only courts at Delhi and the High Court at Delhi shall have the jurisdiction in all matters arising out of / touching and/or concerning this agreement and parties to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for purposes of any such proceeding. The aforementioned exclusive and irrevocable jurisdictions of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.

36.2 All or any disputes arising out or touching upon or in relation to the terms of this agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996 (as amended up to date) or any statutory amendments/ modifications thereof for the time being in force. The venue of the arbitration shall be at New Delhi, India and language of arbitration shall be English.

36.3 Nothing contained in this clause shall prevent the Nafed from seeking interim injunctive relief against the intending bidders in the courts having jurisdiction over the parties.

37. AMENDMENT:

Any amendment to this Agreement would be enforceable only if made in writing and duly signed by authorized representatives of the parties hereto.

38. FORCE MAJEURE CLAUSE:

38.1 Force Majeure means any event or combination of events or circumstances beyond the control of the parties hereto which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the abilities of the parties to perform obligations under this Agreement, which shall include but not be limited to: (a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters; (b) Explosions or accidents, air crashes and shipwrecks, act of terrorism; (c) Strikes or lock outs, industrial dispute; (e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion; (f) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; (h) Any event or circumstances analogous to the foregoing.

38.2 It is agreed between the parties that the performance of obligations under this contract is subject to force majeure condition which shall mean any event or combination of events or circumstances beyond the control of the parties hereto.

38.3 Neither party will be liable neither for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.

38.4 During the continuance of the Force Majeure, Nafed reserves the right to alter or vary the terms and conditions of this Contract or if the circumstances so warrant, the Nafed may also suspend the agreement for such period as is considered expedient, MSTC agrees and consents that they shall have no right to raise any claim, compensation of any nature whatsoever for or with regard to such suspension.

38.5 The NAFED agrees and understands that if the Force Majeure condition continues for a long period, then the Nafed in its own judgment and discretion, may terminate this Agreement and in such case NAFED agree that the they shall have no right or claim of any nature whatsoever and Nafed shall be released and discharged of all its obligations and liabilities under this Agreement

39. TERMINATION:

In the event of termination by the contractor during the contract period, contractor shall complete unfinished work within the stipulated period.

40. DELETED

41. Right of technical scrutiny of final bill:

The Employer shall have a right to cause a technical examination of the works and the final bill of the Contractor including all supporting vouchers, abstracts, etc., to be made at the time of payment of the final bill. If as a result of this examination or otherwise any sum is found to have been over-paid or over certified it shall be Lawful for the Employer to recover the sum.

42. Employer entitled to recover compensation paid to workmen:

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

43 Labor Laws / Regulations:

a) The Contractor /Vendor shall employ labor in sufficient numbers directly or through sub-Contractor/sub-Vendor to maintain throughout the period of the Contract the rate of progress required according to the approved program of work and of quality to ensure proper workmanship in

accordance with the specifications and drawings and the ARCHITECT CONSULTANT/NAFED's instructions.

b) The Contractor will comply with the provisions of all Acts of Government relating to labor and the rules and regulations made there under from time to time including the payment of wages Act, PF act the Employer's Liability Act, Workmen's Compensation Act and Contract Labor / Regulation and Abolition Act, 1970 and central Rules, 1971. He shall also submit at the proper times all particulars and statements required to be furnished to the labor authorities on being directed to do so by the ARCHITECT CONSULTANT/NAFED.

c) The Contractor shall register and obtain necessary licenses, maintain all registers, records, notices and documents and submit returns as prescribed by various enactments required under various statutes including the Contract labor (Regulation and abolition) Act 1970 and Rules made there under as applicable to the Contractor and ensure compliance of all statutory regulations that are in force and that may become applicable in future from time to time in all matters concerning this Contract.

c) The Contractor shall indemnify the Employer against any liability that may arise due to the non-compliance of any provision under the said Contract labor (Abolition Regulation) Act, 1970 or any encasement affecting the work contemplated under this Contract.

44. Environmental Sanitation:

The Contractor shall comply at his own cost with the order of requirement of any Health Officer of the State or say local authority or of the Employer regarding the Contractor's labor, their housing and accommodation for the prevention of smallpox, cholera, plague, typhoid, malaria and other contagious diseases.

The Contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works. Adequate precautions shall be taken by the Contractor to prevent nuisance of any kind on the works or the lands adjoining the same. The Contractor shall arrange to provide first aid treatment on labor engaged on the works. He shall within 24 hours of the occurrence of any accident in or about the Site or in connection with the execution of the works, report such accident to the Employer and also to the competent authority when such report is required by Law.

45. Apprentices Act:

The Contractor shall comply with the provisions of the Apprentices Act 1961 and the Rules and Order issued there under from time to time. Failure to do so will amount to a breach of Contract and in such cases the Employer may in his discretion terminate the Contract. The Contractor shall also be liable for any pecuniary or other liability arising on account of any violation by him of the provisions of the Act.

46. When Contractor dies:

a- Firm (Individual)

Without prejudice to any rights or remedies under this Contract, if the Contractor dies, the Employer shall have the option of terminating the Contract without compensation to the Contractor.

b- Pvt. Ltd./ Ltd. Company

In case of Pvt. Ltd./ Ltd. Company the work shall be completed by the company in any same term and condition of contract.

47. Theoretical Check.

(If supply is made by Employer to Contractor partially or wholly): After the completion of the work the theoretical quantity of cement to be used on the work shall be calculated on the basis of data, if any herein contained / CPWD / Local PWD data in the order thus written. Over the theoretical quantity so calculated shall be allowed a variation upto 5% plus or minus.

The difference in the quantity of cement actually supplied to the Contractor and the theoretical quantity including the authorized variation, if not returned by the Contractor at the place that may be specified, SHALL BE RECOVERED FOR AT TWICE THE SUPPLY RATE WITHOUT PREJUDICE TO THE PROVISIONS OF THE RELEVANT CONDITIONS REGARDING THE RETURN OF SURPLUS MATERIALS.

In all cases, whether supplied / arranged for by Employer or procured by Contractor himself in the event of it being discovered that the quantity of cement used is less than the quantity ascertained as herein before provided (allowing variations on the minus side as stipulated above), the cost of the quantity of cement not so used shall be recovered from the Contractor on the basis of market rate.

The provision of the foregoing sub-clauses shall apply in the case of steel, if supplied, except that the theoretical quantity shall be taken as the quantity actually fixed and tied or erected in position, as per design or as authorized by the ARCHITECT CONSULTANT/NAFED and measured for payment at the steel work rate in the bills of quantities, including authorized lap pages.

Over this theoretical quantity shall be added a variation upto 5% due to wastage being more or less and scrap steel of lengths less than 2 meters shall form part of the wastages and shall not be taken as steel in good condition.

48. Return of surplus materials:

Notwithstanding anything contained in any or all of the Clauses of this Contract, where any materials for the execution of the work have been supplied by the Employer in whatever manner the Contractor shall hold the said materials economically and solely for the purposes of this Contract and not dispose of them without the permission of the Employer and return if required what may be left with him after the completion of the Contract or at its termination for any reasons whatsoever on being paid or

credited costs at such prices as the ARCHITECT CONSULTANT/NAFED shall determine having due regard to the condition of the materials.

49. Site Drainage:

All water which may accumulate on the Site during the progress of the works or in trenches and excavations from other than the excepted risks (as defined in this Contract) shall be removed from the Site to the satisfaction of the ARCHITECT CONSULTANT / NAFED, at the Contractor's /Vendor's expense.

50. Nuisance:

The Contractor shall not at any time do, cause or permit any nuisance on the Site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties in an near the Site and to the public generally.

51. Watching and Lighting:

The Contractor shall provide and maintain at his own expense all lights, fencing and watching when and where necessary as required by the ARCHITECT CONSULTANT/NAFED for the protection of the works or for the safety and convenience of those employed on the works or the public.

52. General Indemnity:

The Contractor shall indemnify the Employer from and against all claims, demands, proceedings, damages, costs and expenses which may be brought or made against the Employer or to which it may be put by reason of the Contractor not conforming to or complying with any of the provisions or requirements of any Act or statute, Central or State, Rules, Regulations, Bye-Laws of local Authorities, Panchayat, Collector or any Companies relating to or in connection with the works or to labor or for supply of water, light or other amenities at the Site.

53. APPENDIX – HEREINBEFORE REFERRED TO:

CLAUSE	MATTER	PROVISION
20	Defect Liability Period	12 months
26 II	Date of commencement (to be fixed in accordance with provision in Cl – 26 II	
26 II	Date of completion (to be entered here for Agreement purpose, with reference to	

27	Liquidity damages for delay in completion	1% of Contract Value per week
34	Payment & Terms	Refer Cl.34 of Conditions of
33 of Conditions of Contract & 16 of Conditions of Tender	Retention Money	10% in each running bill until the total retention together with the EMD and Initial Security Deposit reaches to 10% of the Contract value.
33 of Conditions of Contract	Installment due after virtual	The Security Deposit will be refunded in two stages; the EMD within 30 days after the issue of completion certificate (as per clause 21 of the agreement) and the balance amount i.e. the Initial Security Deposit will be released after expiry of the Defects Liability Period.
33.1 of –do- 33.1 of –do-	Period for Honoring certification	One month from the date of receipt of certificate from the ARCHITECT CONSULTANT/NAFED for all Tendered/Quotation items and for Quantities upto / within the Tendered/Quotation Quantities – see details in the Clause below.
33.4 of Conditions of Contract	Period for Honoring final certificates	3 (three months) from the date of receipt of final certificate from CONSULTANT.

Payment for quantities and items in the Tendered Bill of Quantities shall be effected from the date of submission of bills to NAFED. Payment for extra items of work / excess over Tendered quantities shall be effected immediately after obtaining necessary sanction from competent authorities. Subject to these conditions, payment shall be effected within 4 (four) weeks.

54. Registers, Records and Statements:

Notwithstanding any provision otherwise, and without any prejudice to any other provision touching the subject of this clause in this Contract, the Contractor is bound to maintain at Site all necessary registers, records and statements, of the progress of work, labor employed and all important materials, collected and consumed on the work, especially cement, steel and such others for which secured advances are paid to him, and tests on work and materials including the mandatory tests, as prescribed elsewhere in this Contract. He shall produce all such registers, records and statements for inspection by the Representatives of the ARCHITECT CONSULTANT / Employer whenever asked for and in respect of the registers and records listed in an Annexure to this Clause, maintain them in the forms prescribed, and forward to the ARCHITECT CONSULTANT / Employer three sets of Xerox copies of extracts, all as indicated in the said Annexure. Failure to comply with the provision of this clause will entail refusal by the ARCHITECT CONSULTANT to certify bills of the Contractor.

55. Idle Labor etc.:

No claim for idle labor, tools, plant, equipment whatever be the reason would be payable under any circumstances.

56. Special Conditions

1) Materials: All materials, workmanship, execution, method of testing etc., shall comply with the relevant current IS codes and Standards of the Bureau of Indian Standards. Necessary stage inspection approvals and final inspection approvals are to be obtained by the Consultant / Client / CONSULTANT periodically for the items supplied by the Contractor.

2) Measurements: The measurements are jointly taken as per the relevant IS codes. The payment for the entire item will be made on the basis of the measurement of actual work executed and no payment will be made for any items which are not required to be executed. The Client / ARCHITECT CONSULTANT reserves the right to modify, add or delete any of the item of work. The Contractor before commencement of the execution should ensure about the corrections of the quantities and if there is any vast variation it should be brought to the notice of the Client / ARCHITECT CONSULTANT and should obtain clearance for such quantity variation.

3) Water & Electricity: Contractor responsibility – transportation & storage of water will be contractors' responsibility. In case water is made available by the Employer, the Contractor is required to pay the necessary charges towards consumption of water based on the meter reading.

Contractor has to make his own arrangements for getting the necessary electrical supply from the source at Site. In case the power source is made available at Site by the Employer, the Contractor is required to pay the cost of electricity consumed based on the prevailing tariff. In case of non-availability of required power, the Contractor has to make his own arrangements through Generators etc., at his own cost.

4) Provident Fund and ESI: The Contractor has to bear full liability for the Provident Fund and ESI scheme payments for Workers working under their rolls as required by Law including the personnel not covered under the ESI & PF Act.

5) Project Team: Full time qualified Site person are to be appointed by the Contractor for this Project exclusively. The names of person and their mobile nos. are to be given immediately on receipt of this letter.

6) Insurance: The Insurances for the work are to be taken by the Contractor as per the statutory permissions of the Labor Regulations Act.

7) Tender Items: The Client / ARCHITECT CONSULTANT reserves the right to add/delete any of the items from the scope of the Contract without assigning any reasons thereof, that may arise during operation or neglect of himself or any Sub-Contracts.

8) No compensation whatsoever shall be paid for idle labor if any.

9) Bills: As per payment terms.

10) Initial Security Deposit is 2% (inclusive of EMD). This Work Order shall be read in conjunction with the General Conditions of Contract, Contractor's Bill of Quantities and all other communication that have transpired between Architect.

Protective Measures: The Contractor / Vendor shall take full responsibility for the care of the works and material and plant for incorporation therein from the commencement date until the date of issue of the taking over Certificate for the whole of the work, when the responsibility for the said the Contractor / Vendor shall pass to the Employer, provided that, If the ARCHITECT CONSULTANT/Employer issues a Taking-over Certificate for any Section or part of the Permanent Works the Contractor / Vendor shall cease to be liable for the care of that Section or part from the date of issue of the Taking-over Certificate, when the responsibility for the care of that Section or part shall pass to the Employer, and

The Contractor / Vendor shall take full responsibility for the care of any outstanding works and materials and plant for incorporation therein which he undertakes to finish during the Defects Liability Period until such outstanding Works have been completed.

13. Storage of Materials:

The Contractor / Vendor shall provide and maintain proper sheds for the proper storage and adequate protection of the materials, etc. at their own cost, and other work that may be executed on the Site including tools and materials of Sub-Contractors / Sub-Vendors and remove the same on completion. Sheds for storage of cement are to have pucca floor raised above the ground.

14. Safety Measures:

a) The Contractor shall be responsible for the safety of all workmen and other persons entering or in the works and shall at his own expense and to the approval of the Client / ARCHITECT CONSULTANT/NAFED take all measures necessary to ensure their safety. Such measures shall include the provisions for helmet (especially where work at a height is involved), provision of gum-boots, gloves, hood etc., to Workers engaged in cement concrete or other works. Scaffolding or other measures required for working at a height shall be strong and rigid and have to be provided with suitable and convenient access. Other safety measures that the Client / ARCHITECT CONSULTANT may direct, depending on the exigencies of the location and nature of work and other relevant factors shall be provided by the Contractor at no extra cost. NAFED shall not be responsible for any accident / injury caused to any of the Contractor's workmen / Staff at Site.

Facilities for Workers, health of Workers etc.:

The Contractor shall arrange for temporary latrines for the use of Workers and field Staff and keep the same in clean and sanitary condition, to the satisfaction of the Public Health Authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the works disturbed by these conveniences.

Every precaution shall be taken by the Contractor to prevent the breeding of mosquitoes on the works during the construction, and all receptacles, cisterns water tanks, etc. used for the storage of water must be suitably protected against breeding of mosquitoes. The Contractor shall indemnify the Employer against any breach of rules in respect of anti- malarial measures. The Contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any boarding, gantry, building structure other than those approved by the Authority.

15. Work Completion: Completion time is the essence of this order. As agreed, the building completed in all respects shall be handed over by the Contractor on or before 45 Calendar Days. For completing the work in time, it may be required to work round the clock /extra hours. All such working shall be at no extra cost to NAFED.

16. Quality: Quality of the work carried out by the Contractor shall be to the highest standard acceptable to ARCHITECT CONSULTANT / Employer. If quality of any item /s found not upto acceptable standard/s, the same shall be redone by the Contractor at no extra cost to NAFED what so ever.

16. ARCHITECT CONSULTANT / Employer reserves the rights to cancel this order at any point of time during the course of the work if the Contractor is found not adhering to the quality and safety standards and get the work completed by the alternative source. Any extra cost incurred for this shall be debited to the Contractor.

17. The Contractor shall bear in mind that the work has to be executed in High Security Area and shall ensure that his Staff/workmen follow all the rules and regulations laid down by the NAFED, SECURITY, etc.

18. The Contractor shall be liable to pay his contributions and the Employees contributions to the State Insurance Scheme in respect of all labor Employees by him for the executions of the Contract in accordance with the provisions of the Employees State Insurance Act, 1948, as amended from time to time. In case the Contractor fails to submit full details of his account of labor employed and the contributions payable, the Engineer-in-Charge shall recover from running bills of Contractor an amount of the contribution assessed by him. The amount SO recovered shall be adjusted against the actual contribution payable for Employees State Insurance

19. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing the work or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any reasons whatsoever and the Corporation shall not be liable for any claims in respect thereof. The Corporation does not accept liability for any sum besides the Tender amount, subject to such variations as are provided for herein.

57. Escalation Clause: No Escalation

58. DELETED

59. SCHEDULE "A"

Condition REFERENCE TO GENERAL CONDITIONS OF CONTRACT Number

Name of work	:	REPAIR & RENOVATION WORK OF NAFED AZADPUR BRANCH, DELHI.
1. Accepting Authority	:	Branch Manager, New Sabzi Mandi, D-392, Sarai Pipal Thala Village, Azadpur, Delhi, 110033.
2. Market Rate percentage addition	:	15% To cover overheads and profit.
3. Earnest money & Security Deposit		
a) Estimated cost of the work	:	Rs.75.00 Lacs.
b) Earnest Money	:	Rs. 2,00,000.00
c) Retention Money	:	(To be deducted from each running bill @ 10% of value of work till the sum so deducted along with Earnest Money already paid amounts to 10%, which will be treated as Security Deposit for the work)
d) Security Deposit & its Refund	:	Security Deposit is the amount as explained In Para 3 (c) above. No interest payable on Security Deposit. Security Deposit to be refunded as defined earlier.
4. Suspension of Work		
(a) Percentage payable to cover Contractor's indirect expenses for suspension exceeding 3 Months	:	Nil.
(b) Percentage payable to cover Contractor's indirect expenses For suspension exceeding 3 months	:	Nil.
5. Time allowed for execution of work	:	90 Calendar Days
6. Authority competent to decide if "Any other cause" of delay is beyond Contractor's control	:	Architect Consultant/ NAFED
7. Distribution return of number and Description by trades of workmen	:	Fortnightly

Employed on works, to be submitted

To Engineer-in-Charge

8. Authority Competent to reduce Compensation amounts : Managing Director, NAFED with the consent of the Architect Consultant only.

9. Defects Liability Period : 12 months from the date of virtual completion of Work

10. Limit of amount in respect of Any claim which Contractor may Recover directly from Insurer : Nil

11. Training of apprentices.....

Category

(a)

(b)

(c)

Etc.

12. Interim bills – as defined earlier.

13. Loans

(a) Interest per annum on sum

Advanced for purchase of

Plant and equipment

: Nil

(b) Ditto as lump sum advance

: Nil

Recovery to be effected

: Nil

14. Authority for appointing

Arbitrator

: MD, NAFED, New Delhi

PAYMENT TERMS

1. **MINIMUM VALUE OF RA BILLS** : Not less than 10% of the Work order value.
2. **LIQUIDATED DAMAGES** : 1%of the Contract Value for every week
Subject to maximum of 10%of the Contract Value.

3. PAYMENT TERMS

a) Progressive Payment : Running account bills of maximum 3 no.
and Final bill.

b) Retention Money : (To be deducted from each running bill @
10% of value of work till the sum so deducted
along with Earnest Money already paid Amounts
to 10%which will be treated as Security Deposit
for the work).

1. Documents to be submitted after issue of LOA:

A copy of CAR policy for the total value of the Contract and the workman Compensation policy to be submitted by the Contractor to the Employer along with the Submission of 1st RA Bill.

2. Documents to be submitted along with Running Bills:

- (a)** It shall be the responsibility of the contractor to submit duly certified measurement sheets for all items executed as per the contract along with summary sheet and Abstract Sheet (HARD & SOFT COPIES in MS EXCEL in the approved format of CONSULTANT / EMPLOYER.
- (b)** Acceptance test Certificates duly certified by ARCHITECT CONSULTANT for the readiness of service after physical inspection.
- (c)** Rate analyses Approved by ARCHITECT CONSULTANT/NAFED for Extra items not covered in the work order but were executed on site as per the instructions of EMPLOYER/CONSULTANT/NAFED.
- (d)** Documents relating to compliance of EPFO requirement such as attendance sheet of the workers duly certified by the Architect Consultant / Nafed representative, wage bill, challan for deposit of PF, and ESIC etc also needs to be submitted alongwith running bills.

3. Documents to be submitted along with Final Bill:

List of items/documents given below.

- (a) Taking over Certificate;
- (b) Successful completion of works alongwith test reports;
- (c) No Claim Certificate;
- (d) No Due Certificate;
- (e) All test reports / Guarantee Certificate;
- (f) Site Clearance Certificate;
- (g) Time Extension if any; and
- (h) Complete Rate Analysis for extra items if any.

4. **Please note that the retention money/ security deposit will only be release to the contractor after defect liability period and getting certificate from the consultant/ Architect.**

And when the works have been completed, the ARCHITECT CONSULTANT/NAFED shall have issue the completion certificate in accordance with Clause 21 hereinbefore, the Contractor shall submit the final bill in respect of the Contract works within one month thereafter and the CONSULTANT/NAFED, shall duly check/verify the measurements of the work done and to the extent work has been carried out in accordance with the Contract, issue the certificate on the final bill. The Employer shall make payment to the Contractor on this final bill certificate within 3 (three) months of the date of such certificate by the ARCHITECT CONSULTANT/NAFED, subject to retention of such sums at the percentages specified in the Appendix to the conditions of Contract. Final payment comprising the return of all retention amounts shall be made by the Employer to the Contractor on the basis of the final certificate thereof to be issued in writing by the ARCHITECT CONSULTANT/NAFED after the expiration of the period referred to as "Defects Liability Period" in the Appendix hereto from the date of virtual completion of the work or as soon after the expiration of such period as all the work has been finally completed and after all defects have been made good by the Contractor in accordance with the true intent and meaning of the Contract whichever shall last happen & also to the clause no. 4 in terms of payment terms.

SPECIAL CONDITIONS OF CONTRACT

1. COMMERCIAL TERMS:

A	Rates finalized / approved shall be:
	- Valid anywhere in Delhi.
	- Valid till the completion of entire work.
	- Firm irrespective of quantities executed in site.
	- Inclusive of all basic materials escalations like fuel /commercial. NAFED may supply construction water/power from the nearest source and the contractor shall be charged as per tariff based on actual consumption through meter. And shall be inclusive of all duties, all taxes, sales tax on works contract, PF, ESI payments etc
	- Inclusive of GST and its cess
	- No escalation will be paid.
	- Taxes shall be deducted at source as applicable.
	- Minimum value of the bill shall be 20% of contract value.
	Note: Quantities indicated in the Bill of Quantities are approximate and it may vary to any extent as per the site conditions, drawings. The unit rates quoted by the Tenderer shall be firm for the entire duration of the contract. No claim shall be entertained on this account.
2. STATUTORY NORMS:	
A	The Contractors shall ensure the following:
	They / their staff who shall be deployed on the site have valid Technical / Skill Licenses issued by appropriate Govt. Authorities like Supervisors / Wiremen Licenses.
B	The contractor shall inform PRINCIPAL along with the quote, the GST Registration Numbers of their firm and the postal address of Commercial tax office with the designation of the concerned officer for PRINCIPAL records for depositing the taxes deducted against their bills during the course of work.
C	The Contractor shall inform the PF, PAN of their Firm to the PRINCIPAL along with quote.
3.	TIME LIMIT:
	The time for the entire completion of work as per the contracts and as per the instruction issued by NAFED/ ARCHITECT CONSULTANT, including Testing and Commissioning, if applicable as per norms will be 75 Calendar Days.

Signature of the Tenderer

Addresses

Date

LIST OF APPROVED OF MATERIALS/ MAKES FOR INTERIOR WORK

Make indicated in the under mentioned list of Approved Makes is for general guidance of contractor. Final choice of make & model out of List of Approved Makes shall be of Architect/ Consultant/Owner.

Sr. No.	Items	Make (s)
1	Teak wood	Cp Teak Wood / Ghana / Nigeria
2	Ply & board	Green / Century / National
3	Glass	Modi / Indo Ashahi / Saint Gobin Float Glass India Ltd.
4	False ceiling & accessories	India gypsum ltd./ Saint Gobin
5	Veneer	Green/Century/ Marino
6	Laminate	Greenlam / Century / Marino
7	Textured wall paint	Asian Paints/ Nerolac
8	Glue/ adhesives	Fevicol / Vamicol
9	Locks	Godrej / Ebco / hettich
10	Aluminium hardware fittings	Jindal /Hindalco
11	Brass hardware	Brass Arts / Vijoy
12	Floor spring	Godrej/ Ozone/dorma
13	Acrylic Emulsion paint & Synthetic Emulsion	ICI / Asian Paint /Nerolac
14	Key board / CPU drawer	EBCO / GODREJ/ hettich
15	Door closer	GODREJ / OZONE / HETTICH / Dorma
16	Screw & bolt	NETTLEFOLDS / GKW / RK

LIST OF APPROVED OF MATERIALS/ MAKES FOR ELECTRICAL WORK

Sr. No.	Items	Make (s)
1	Moulded Case Circuit Breaker With rotary operating handle	Schenider Legrand L&T ABB
2	HRC Fuses with fittings	Siemens Schenider ABB
3	Contactors, Timers	Schenider Siemens Mitsubishi ABB
4	Voltmeter & Ammeter	Schneider Socomec Enersol
5	Current Transformer	Matrix AE Kappa
6	Protective Relays	Schneider Siemens ABB
7	L.T. Cable	Polycab RR Havells
8	DC Miniature Circuit Breaker	Schenider ABB Siemens
9	Distribution Panel	Application Control Panel Contronics Switchgear APC Engineering
10	PVC Copper Wire	Havells Polycab RR
11	Cable Tray / Raceway	Pilco CTM Engineers KME
12	Distribution Boards with Miniature Circuit Breakers, RCCB	Hager Legrand Siemens ABB
13	PVC Conduit	BEC AKG RMCON
14	Modular Switches & Sockets	Havells- Schenider Nort- West
15	LV System Cat6 & Fibre Optic Wire	Siemens Legrand Schneider
16	Telephone Outlet	Siemens Siemon Legrand
17	Light Fixture	Philips Light Technologies Regent

18	Ceiling / wall / Exhaust Fan	Crompton Greaves Havells USHA
19	PA System	Honeywell Bosch
20	Fire Alarm System	Esser Honeywell Siemens Tyco
21	Presence Detector	Hagger Legrand Philips
22	CCTV Camera	Honeywell Bosch CP Plus
23	DVR	Pelco Bosch Panasonic
24	EPABX	Tadiron Siemens Panasonic
25	Online UPS	Uniline/ Luminous

Note: - 1. The Architect/Consultant shall have rights to change/adopt equipment makes/brands etc.

LIST OF APPROVED OF MATERIALS/ MAKES FOR FIRE PROTECTION WORK

S. No.	Item	Makes
	Fire Protection:	
1	Fire Pumps (Multistage Multioutlet)	Kirloskar M&P
2	Jockey Pump/Terrace Pump/Curtain Nozzle Pump	Kirloskar M&P
3	Motor	Kirloskar Siemens Crompton
4	Diesel Engine	Catterpillar Kirloskar Cummins
5	MS / GI Pipes	Tata Jindal (Hissar) Prakash Suriya Apollo
6	G.I fitting	Unik Zoloto 'M'
7	Forged Steel Fittings	True Forge VS Forge
8	C.I. Gate Valve	Kirloskar IVC Sant
9	Cast Steel Gate Valve	Audco L&T
10	Cast Steel Swing Check Valve	Audco L&T
11	Swing Check type NRV (C.I.)	Kirloskar IVC
12	Cast Steel Check Valve (Non-Return Valve)	Audco L&T
		Leader

13	Ball Valve	Zoloto
		Sant
14	Gun Metal Air release valve	Leader
		Zoloto
		Sant
15	Single/Double Headed Hydrant valves, Fire Brigade inlet/drawout, Hose reel drum, shut off nozzle, Branch Pipe, Fire Man Axe Male & Female Coupling	Newage
		Padmini
		Lifeguard
16	20 mm dia rubber pipe for hose reel	Dunlop
		Good Year
		Padmini
		Lifeguard
17	Pressure switch	Danfoss
		Switzer
		Waaree
18	Pressure Gauges	Fiebig
		H Guru.
		Waree
19	Suction Strainers	Dashmesh
		Emerald
		Maharaja Casting
20	Fire Extinguishers (ISI Branded only)	Minimax
		Cease Fire
		Safex
		Lifeguard
21	Anti-corrosive pipe treatment (As per IS:10221 – 1982)	Pypkote (IWL)
		Coatek
22	RRL Hose	Newage
		'CRC'
		Padmini
		Lifeguard
23	Mechanical Seal	Sealol
		Burgman
		Hindustan
24	Foot Valve	Kirloskar
		IVC

25	Antivibration mounting	Resistoflex
		Dunlop
6	Dash Fasteners	Hilti
		Fisher
27	Paint Primer	Asian
		Jenson Nicholson
		Berger
28	Enamel Painting of pipes etc.	Asian
		Jenson Nicholson
		Berger
29	Welding Electrodes	Advani oerlikon
		ESAB
		D&H Secheron
30	Installation control valve	HD
		Viking
		Tyco
31	Deluge Valve	HD
		Viking
		Tyco
32	Pendant / Upright / Powder coated Pendant Sprinkler Heads / Spray Nozzels	Tyco
		Viking
		HD
		Newage
33	Curtain Nozzle	HD
		Viking
		Tyco
34	Powder coated sprinkler rosette	Tyco
		Viking
		HD
		Newage
35	Concealed Sprinkler	Tyco
		Viking
		HD
		Newage
36	Flow Switch	System Sensor
		Potter
		PCD

37	Annunciator Panel for Sprinkler Panel	Safeway
		Agni

LIST OF APPROVED OF MATERIALS/ MAKES FOR NETWORKING WORK

S. No	Items	Makes
1	CAT6 UTP Cable (Each Box Containing 305 Mtrs)	CAT6 UTP Ethernet Cable AMP, D-Link, SYSTIMAX or equivalent
2	CAT5E UTP Cable (Each Box Containing 305 Mtrs) for Voice	CAT5E UTP Ethernet Cable AMP, D-Link, systimax or equivalent
3	Conduit pipe (45 X 25 mm) 2" (ISI Mark)	AKG/ Anchor
4	Conduit pipe (30 X 25 mm) 1 ½ "(ISI Mark)	AKG/ Anchor
5	24 Port Jack Panel (Cat 6)	Supports UTP CAT6 AMP, DLink systimax or equivalent
6	24 Port Jack Panel (Cat 5E)	Supports UTP CAT5E AMP, DLink , systimax or equivalent
7	Patch cord 7 ft (Cat 6)	AMP, DLink, Systimax or Equivalent
8	Patch cord 3 ft. (Cat 6)	AMP, DLink, Systimax or Equivalent
9	Rack (42 U Rack Height)	Wall mount, front glass door (lockable), AC power distribution channel with power sockets & spike suppressor etc. of reputed brand like HCL/DLink or equivalent
10	Wire Manager (ISI mark)	ISI /ISO approved
11	RJ 45 Connector	AMP, DLink, Systimax or Equivalent
12	RJ 11 Connector	AMP, DLink, Systimax or Equivalent
13	Information Outlets (Cat 6)	AMP, DLink, Systimax or Equivalent
14	Information Outlets (Cat 5E)	AMP, DLink, Systimax or Equivalent
15	Face Plates (4 I/O Outlets)	AMP, DLink, Systimax or Equivalent
16	Krone for Voice Ports	D-link, Krone or Equivalent
17	Rizer cable	Havells or Equivalent

Note: - 1. The Architect/Consultant shall have rights to change/adopt equipment makes/brands etc.

PRICE BID
(SCHEDULE OF QUANTITIES)

SCHEDULE OF QUANTITIES

REPAIR & RENOVATION WORK OF NAFED AZADPUR BRANCH, DELHI.

Sub: Repair & Renovation including Civil, Electrical, Plumbing, AC works and Interior Furnishing etc. for NAFED Azadpur Branch, Delhi.

GENERAL NOTES:

- The bill of quantities shall be read in conjunction with the drawings, conditions of contract, specifications, as these documents are jointly explanatory and descriptive of the works included in the Contract.
- The Contractor shall visit, examine the site and ascertain the nature of work to be done and shall accept all the responsibility for the cost of the work involved.
- The rate for all the items such as material or any loose furniture etc. shall be inclusive of the transportation, labour charges irrespective of the floor to be transported to.
- All the material, hardware, sanitary fittings etc. to be used as per the Company's technical specifications and the design of the same must be approved by the Architect prior to its fixing at the site.
- The material to be used, hardware or any other fitting shall be first got for approval as mentioned in the specifications. If the same is not available any equivalent material to be used shall be bought for prior approval by the NAFED authorities or the Architect.
- The site shall be cordoned off by the contractor using metal sheets or any appropriate material. Also safety measures such as covering of external sides of building with hessian cloth if necessary shall be considered as part of contract.

DECLARATION

1. I/We hereby declare that I/We have read and understood the Conditions of Contract, Specifications, drawings, Schedule of Quantities etc. and hereby agree to abide by them. In token thereof, I/We have signed below and at the end of Schedule of Quantities. I/We also understand that otherwise this tender is liable to be rejected.
2. I/We understand that our Tender will not be considered, if the rates for items are not written both in FIGURES AND WORDS.
3. I/We hereby confirm that only the relevant entries asked for have been made within the Tender documents issued to us. I/We also confirm that in the even of any entry in this Tender document, other than the relevant entry, shall make this Tender invalid.
4. I/We hereby agree to obtain the Registration Number under the Contract Labour Act by Registering with the Labour Commissioner and furnish the Registration details to NAFED.

SIGNATURE OF TENDERER WITH RUBBER STAMP

Place:

Date:

REPAIR AND RENOVATION WORKS OF NAFED AZADPUR BRANCH, DELHI

SUMMARY

	CIVIL WORKS	
	PLUMBING & SANITARY FITTINGS	
	INTERIOR WORKS	
	ELECTRICAL WORKS	
	AC WORKS	
TOTAL		

CIVIL WORKS

SL. NO	DESCRIPTION OF ITEM	UNIT	QTY.	RATE (RS.)	AMT(RS.)
1- DISMANTLING AND DEMOLISHING					
	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer - in- charge.	CUM	15		
	Extra for cutting reinforcement bars manually/ by mechanical means in R.C.C. or R.B. work (Payment shall be made on the cross sectional area of R.C.C. or R.B. work) as per direction of Engineerin- charge.	SQM	70		
	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of NAFED/ Architect				
	In cement mortar	CUM	10.00		
	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead :				
	Of area beyond 3 sq. metres	EACH	30.00		
	Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 metres lead.	SQM	25.00		
	Dismantling of flushing cistern of all types (C.I./PVC/Vitrious China) including stacking of useful materials near the site and disposal ofunserviceable materials within 50 metres lead.	EACH	3.00		
	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	SQM	950.00		
TOTAL DISMANTLING AND DEMOLISHING					
2- BRICK WORK					
	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in				
	Cement mortar 1:4 (1 cement : 4 coarse sand)	CUM	22.00		
	Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level.				
	Cement mortar 1:3 (1 cement :3 coarse sand)	SQM	135.00		
TOTAL BRICK WORK					
3- PLASTERING					
	12 mm cement plaster of mix :				
	With cement mortar 1:4 (1cement: 4 coarse sand)	SQM	915.00		
	15 mm cement plaster on rough side of single or half brick wall of mix:				
	1:4 (1 cement: 4 coarse sand)	SQM	125.00		
TOTAL PLASTERING WORK					
4- REINFORCED CEMENT CONCRETE					
	Formwork: Centering and shuttering including strutting, propping, etc., and removal of form for:				
	Stairs, (excluding landings) except spiral-staircases	SQM	8.50		
	Suspended floors, roofs, landings, balconies and access platform with water proof ply 12 mm thick	SQM	105.00		

	Providing and fixing double scaffolding system (cup lock type) on the exterior side of building/structure, upto 25 metre height, above ground level, including additional rows of scaffolding in stepped manner as per requirement of site, made with 40mm dia M.S. tube, placed 1.5 metre centre to centre, horizontal & vertical tubes joint with cup & lock system with M.S. Tubes, M.S. tube chalis, M.S. clamps and staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for execution of work of cleaning and/ or pointing and/ or applying chemical and removing it thereafter. The scaffolding system shall be stiffened with bracings, runners, connecting with the building etc, wherever required, if feasible, for inspection of work at required locations with essential safety features for the workmen etc., complete as per directions and approval of Engineer-in-charge.	SQM	70.00		
	Providing and laying in position machine batched and machine mixed design mix M-25 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying but excluding the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge.				
	All works above plinth level upto floor V level MAKE- ACC/ULTRATECH/ JK LAXMI	CUM	23.50		
	Reinforcement for R. C. C. work including straightening, cutting, bending, placing in position and binding all complete .				
	Mild steel and Medium Tensile steel bars. MAKES- TATA/ SAIL/ ESSAR	KG	4200.00		
TOTAL REINFORCMENT CONCRETE WORK					
5- FINISHING					
	INTERNAL :- Distemping with oil bound washable distemper of approved brand and manufacture to give an even shade : Make- Asian Paint -Interior wall- royal health shield	SQM			
	New work (two or more coats) over and including water thinnable priming coat with cement primer	SQM	975.00		
	Finishing walls with textured exterior paint of required shade :				
	New work (Two or more coats applied @ 3.28 ltr/10 sqm) over and including priming coat of exterior primer applied @ 2.20kg/10 sqm	SQM	50.00		
	EXTERIOR FINISHING: Finishing walls with Acrylic Smooth exterior paint of required shade :				
	New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm) MAKE- Asian paint External wall- apex ultima	SQM	135.00		
TOTAL FINSHING WORK					
9- WOODE / ALUMINIUM WORK (DOOR & WINDOWS)					
	Providing wood work in frames of doors, windows, clerestory windows and other frames, wrought framed and fixed in position with hold fast lugs or with dash fasteners of required dia & length (hold fast lugs or dash fastener shall be paid for separately).				
	Second class teak wood	CUM	0.50		
ALUMINIUM WORK					
	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately) :				
	For fixed portion				
	Powder coated aluminium (minimum thickness of powder coating 50 micron) MAKES- HINDALCO/ BACL/ NALCO	Kg.	100.00		
	For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately). MAKES- HINDALCO/ BACL/ NALCO				
	Powder coated aluminium (minimum thickness of powder coating 50 micron)	Kg.	25.00		

	Providing and fixing double glazed hermetically sealed glazing in aluminium windows, ventilators and partition etc. with 6 mm thick clear float glass both side, having 12 mm air gap, including providing EPDM gasket, perforated aluminium spacers, desiccants, sealant (Both primary and secondary sealant) etc. as per specifications, drawings and direction of Engineer-in-charge complete. MAKES- Saint Gobain/ Ashi/ AIS	sq.m.	22.00		
	Providing and fixing aluminium casement windows fastener of required length for aluminium windows with necessary screws etc. complete.				
	Anodized (AC 15) aluminium	Each.	40.00		
	Providing and fixing aluminium round shape handle of outer dia 100 mm with SS screws etc. complete as per direction of Engineer-incharge				
	Powder coated minimum thickness 50 micron aluminium	Each.	1.89		
	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of Engineer-in-charge . (Cost of aluminium snap beading shall be paid in basic item):				
	With float glass panes of 8 mm thickness (weight not less than 20 kg/ sqm)	sq.m.	1.50		
	Filling the gap in between aluminium/ stone/ wood frame and adjacent RCC/ Brick/ Stone/ wood/ Ceramic/ Gypsum work by providing weather /structural non sag elastomeric PU sealant over backer rod of approved quality as per architectural drawings and direction of Engineer-in-charge complete, complying to ASTM C920, DIN 18540-F & ISO 11600				
	Upto 10 mm depth and 10 mm width	Meter	50.00		
TOTAL WOOD/ ALUMINIUM DOOR & WINDOW WORK					
6- MARBLE & GRANITE WORK					
	Providing and fixing 18mm thick gang saw cut mirror polished premoulded and prepolished) machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations of required size of approved shade, colour and texture laid over 20mm thick base cement mortar 1:4 (1 cement : 4 coarse sand) with joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels. shade/ colour approved by Architect				
	Granite of any colour and shade	SQM	45.00		
TOTAL GRANITE WORK					
7- MS WORKS					
	Providing and fixing in position collapsible steel shutters with vertical channels 20x10x2 mm and braced with flat iron diagonals 20x5 mm size, with top and bottom rail of T-iron 40x40x6 mm, with 40 mm dia steel pulleys, complete with bolts, nuts, locking arrangement, stoppers, handles, including applying a priming coat of approved steel primer complete Spec: (As directed by Architect /Engineer)	Sqm	16		
STAINLESS STAIRCASE RAILING/ WINDOW GRILL					
	Supply, fabrication and instalation of stainless steel (304) railing abricated with standard tube, piles, solid section of stainless steel, welded and grinded, with smooth bend and curve at turning as per design, polishing complete to give finished look, fixing with base slab/ concrete or side wall/ RCC by suitable fastner complete as per instruction of NAFED/ Architect.	KG	225		
TOTAL MS WORKS					
8- FLOORING					
	Kota stone slab flooring over 20 mm (average) thick base laid over and jointed with grey cement slurry mixed with pigment to match the shade of the slab, including rubbing and polishing complete with base of cement mortar 1 : 4 (1 cement : 4 coarse sand) :				
	11.26.1 25 mm thick	SQM	75		

	Providing and laying Vitrified tiles in floor with different sizes (thickness to be specified by the manufacturer), with water absorption less than 0.08% and conforming to IS:15622, of approved brand & manufacturer, in all colours and shade, laid with cement based high polymer modified quick set tile adhesive (water based) conforming to IS : 15477, in average 6 mm thickness, including grouting of joints (Payment for grouting of joints to be made separately). MAKES- Kajaria/ RAK/ Naveen.				
	Size of Tile 600x600 mm	SQM	250.00		
	NOTE:- Tiles of mother's plant will be accepted only.				
	Grouting the joints of flooring tiles having joints of 3 mm width, using epoxy grout mix of 0.70 kg of organic coated filler of desired shade (0.10 kg of hardener and 0.20 kg of resin per kg), including filling / grouting and finishing complete as per direction of Engineer-in-charge.				
	Size of Tile 600x600 mm	SQM	35.00		
	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete.MAKES- Kajaria/ RAK/ Naveen.	SQM	25.00		
	NOTE:- Tiles of mother's plant will be accepted only.				
TOTAL FLOORING WORK					
9- WATER PROOFING					
	Providing and laying integral cement based treatment for water proofing on horizontal surface at all depth below ground level for under ground structures as directed by Engineer-in-Charge and consisting of :				
	(i) 1st layer of 22 mm to 25 mm thick approved and specified rough stone slab over a 25 mm thick base of cement mortar 1:3 (1 cement : 3 coarse sand) mixed with water proofing compound conforming to IS:2645 in the recommended proportion over the leveling course (leveling course to be paid separately). Joints sealed and grouted with cement slurry mixed with water proofing compound.				
	(ii) 2nd layer of 25 mm thick cement mortar 1:3 (1 cement: 3 coarse sand) mixed with water proofing compound in recommended proportions.				
	(iii) Finishing top with stone aggregate of 10 mm to 12 mm nominal size spreading @ 8 cudm/sqm thoroughly embedded in the 2nd layer.				
	Using rough kota stone.	SMT	60.00		
	Providing and laying integral cement based treatment for water proofing on the vertical surface by fixing specified stone slab 22 mm to 25 mm thick with cement slurry mixed with water proofing compound conforming to IS:2645 in recommended proportions with a gap of 20 mm (minimum) between stone slabs and the receiving surfaces and filling the gaps with neat cement slurry mixed with water proofing compound and finishing the exterior of stone slab with cement mortar 1:3 (1 cement : 3 coarse sand) 20 mm thick with neat cement punning mixed with water proofing compound in recommended proportion complete at all levels and as directed by Engineer-in-charge :				
	Using rough Kota stone	SMT	125.00		
	Providing and laying water proofing treatment on roofs of slabs by applying cement slurry mixed with water proofing cement compound consisting of applying:				
	(a)after surface preparation, first layer of slurry of cement @ 0.488 kg/sqm mixed with water proofing cement compound @ 0.253 kg/sqm.				
	(b) laying second layer of Fibre glass cloth when the first layer is still green. Overlaps of joints of fibre cloth should not be less than 10 cm.				
	(c) third layer of 1.5 mm thickness consisting of slurry of cement @ 1.289 kg/sqm mixed with water proofing cement compound @ 0.670 kg/sqm and coarse sand @ 1.289 kg/sqm. This will be allowed to air cure for 4 hours followed by water curing for 48 hours. The entire treatment will be taken upto 30 cm on parapet wall and tucked into groove in parapet all around.				
	(d) fourth and final layer of brick tiling with cement mortar (which will be paid for separately.				
	(For the purpose of measurement the entire treated surface will be measured.)	SMT	90.00		

	TERRACE WATERPROOFING WITH BRICKBAT COBA AND FINISH WITH CHAINA MOSAIC				
	Providing and laying waterproofing treatment of 112 mm average thickness consisting of 12 mm thick layer in Cement Mortar 1:3 with water proofing compound at the rate of 1Kg per bag of cement as base, constructing and laying brick bat coba in cement mortar 1:5 with waterproofing compound at the rate of 1 Kg per bag of cement and having average thickness of 80 mm and finishing with 20 mm thick cement plaster layer in cement mortar 1:3 with water proofing compound at the rate of 1 Kg per cement bag, including all lead, lifts and laid to proper slope to drain off water entirely including Watta at the junction of parapet and work upto a height of 300 mm or as directed and including finishing the top layer of water proofing treatment with chaina mosaic(broken ceramic tiles) as directed and covering the whole treatment with ten years' guarantee, on requisite stamp paper etc. complete Spec: (As directed by Architect/Engineer)	SMT	30.00		
TOTAL WATER PROOFING WORK					
PLUMBING & SANITARY WORKS					
10- WATER SUPPLY & DRAIN, SOIL WAISE, VENT PIPE & FITTINGS					
	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge. MAKES- Finolex/ Ashirwad/ Supreme				
	EXTERNAL				
	15 mm dia nominal bore	MTR	25.00		
	25 mm nominal outer dia Pipes	MTR	15.00		
	32 mm nominal outer dia Pipes	MTR	10.00		
	NOTE:- CPVC pipe accept flowguard only				
	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, i/c fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and the cost of cutting chases and making good the same including testing of joints complete as per direction of Engineer in Charge. Concealed work, including cutting chases and making good the walls etc.				
	INTERNAL				
	15 mm nominal outer dia Pipes	MTR	25.00		
	25 mm nominal outer dia Pipes	MTR	15.00		
	32 mm nominal outer dia Pipes	MTR	10.00		
	150 mm nominal inner dia Pipes	MTR	15.00		
	NOTE:- CPVC pipe accept flowguard only				
	Providing and fixing in position pre-cast R.C.C. manhole cover and frame of required shape and approved quality				
	Rectangular shape 600x450 mm internal dimensions	EACH	2.00		
	Making connection of drain or sewer line with existing manhole including breaking into and making good the walls, floors with cement concrete 1:2:4 mix (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) cement plastered on both sides with cement mortar 1:3 (1 cement : 3 coarse sand), finished with a floating coat of neat cement and making necessary channels for the drain etc. complete :				
	For pipes 100 to 250 mm diameter	EACH	2.00		
	Constructing brick masonry road gully chamber 50x45x60 cm with bricks in cement mortar 1:4 (1 cement : 4 coarse sand) including 500x450 mm pre-cast R.C.C. horizontal grating with frame complete as per standard design :				
	With common burnt clay F.P.S. (non modular) bricks of class designation 7.5	EACH	2.00		
TOTAL WATER SUPPLY & DRAIN, SOIL WAISE, VENT PIPE & FITTINGS					
11- SANITARY FIXTURES, FAUCETS & TOILET REQUISITES					
	Supply & fixing of Stainless Steel jali.	NOS	15.00		
	Providing and fixing Stainless Steel A ISI 304 (18/8) kitchen sink as per IS:13983 with C.I. brackets and stainless steel plug 40 mm, including painting of all fittings and fixtures brackets, cutting and making good the walls wherever required : MAKE- NIRALI				
	Kitchen sink with drain board				
	510x1040 mm bowl depth 225 mm	NOS	1.00		
	Providing and fixing P.V.C. waste pipe for sink or wash basin including P.V.C. waste fittings complete.				
	Semi rigid pipe 32 mm dia	NOS	1.00		

	Providing and fixing C.P. brass long body bib cock of approved quality conforming to IS standards and weighing not less than 690 gms.	NOS	12.00		
	Dismantling W.C. Pan of all sizes including disposal of dismantled materials i/c malba all complete as per directions of Engineer-in- Charge.	NOS	3.00		
	Cleaning and desilting of gully trap chamber, including removal of rubbish mixed with earth etc. and disposal of same, all as per the direction of Engineer-in-charge.	NOS	4.00		
	Providing, Installing & fixing of Wall mounted WC with cistern tank including matching standard seat cover; angle cock etc complete in all respects and make it functional (APPROVED BY ARCHITECT) Make- Hindware, CERA, Parryware. MODEL NO.- CERA - CARLTON, Cat. No.: S1044147	NOS	4.00		
	Providing and fixing Wash basin including pillar cock, waste coupling, angle cock, bottle trap connection pipe etc all required to complete the work and make it functional. (APPROVED BY THE ARCHITECT) Make- Hindware, CERA, Parryware. MODEL NO.- CERA - CORUS, Cat. No. S2020161	NOS	5.00		
	Providing and fixing Urinal with Auto Closing Concealed Urinal Flush Valve along with all necessary required items etc for to complete the work and make it functional.(APPROVED BY THE ARCHITECT) Make- Hindware, CERA, Parryware. MODEL NO.- CERA - CALCIA, Cat. No. S4020107	NOS	4.00		
	Supply & fixing health faucet and complete with all accessories (APPROVED BY THE ARCHITECT) Make- Hindware, CERA, Parryware. MODEL NO.- CERA Single Lever Faucets - F1099101 CERA Single Lever Faucets - F1015151 Victor Bib cock	NOS	4.00		
	Supply & fixing Soap dispenser and complete with all accessories (APPROVED BY THE ARCHITECT)	NOS	4.00		
	Providing & fixing of 6 mm thick looking glass Rectangular Mirror Frameless Modi or Saint-Gobain Mirror make. all complete as per nstructions at site by architect. (SIZE- 24" X 36")	NOS	4.00		
	Providing & fixing Shower PANEL as approved by Architect. (Make- Hindware, CERA, Parryware)	NOS	1.00		
	Internal concealed plumbing works for water supply, drainage and related works per toilet comprising of wash basin, WC, urinals etc all complete in all bathrooms. As per Architect direction.	NOS	4.00		
	Internal concealed plumbing works for water supply, drainage and related works for pantry and kitchen comprising of sink, provision for water heater, aquaguard, etc.	NOS	1.00		
	Dismantling all existing Sanitary & Plumbing fitting and fixtures.	LS	1.00		

TOTAL SANITARY FIXTURES, FAUCETS & TOILET REQUISITES

NOTES:

- 1- In case of omission in quoting any rate, the evaluation will be done considering the highest quoted rate obtained against that item but the work, if awarded, will be on the lowest quoted rate obtained against that item.
- 2- The bidders shall enter both 'Unit Rate' & 'Amount'. In case of any mismatch between 'Total Amount based on Unit Rate' & 'Total Amount as quoted', the higher of the two shall be considered for evaluation and the lower of the two shall be considered for award.
- 3- The quantities indicated against each item above are tentative and are liable to vary depending upon the site requirement. The contractor has to supply / install actual quantities as per advice of NAFED / Architect and accordingly the final contract price shall be worked out.
- 4- The contractor shall not be paid any extra amount of the contracted amount in case of increase upto 10% of the quantities.
- 4- Evaluation of the bids shall be done based on total price against this BOQ.
- 5- All the materials shall be apply on the site after approval of Architect.
- 6- All debris/ malba should be disposed where is marked place by municipal only, no extra payment will be paid to contractor for this works.
- 7- GST Extra.

Place:

Date:

Signature of contractor with seal

INTERIOR WORKS-Repair & Renovation work of NAFED Azadpur Branch, Delhi.					
Interior work					
Sl. No.	PARTICULARS	UNIT	QTY	RATE	AMOUNT
1	DISMANTLING WORKS				
	1- All the rates shall be compulsorily inclusive of the following scaffold items as stated below. No extra rate shall be paid for the scaffolding. 2- No extra rate will be paid for barricading and safety standards adoption prescribed by the National Building Code and its latest revision. 3- The external / internal scaffold would be erected on 100% of the entire area for speedy completion of work. A team of 4 to 6 people shall remain on site for minor adjustment or shifting of planks, shifting of furniture, records of any type etc. as required and directed on site. 4- All debris scarp materials from dismantling work shall be contractor's property as specified and shall be removed away from the site immediately on his own. The contractor shall stack carefully all the re-useable materials like glass, wooden members, aluminium, steel members, ply etc. at a suitable location in confirmation with NAFED authorities and the Architect. 5- For all other dismantling items as specified by the Architect, the contractor should carefully stack all the dismantled material at site as per the instructions of the Architect. All debris associated with the dismantling should however be disposed off by the Contractor.				
	FALSE CEILING DOORS PARTITION (all types) etc, boarding at all the levels including all necessary carting away of all the waste materials from the site, complete with cleaning etc. as directed by the Architect	LS			
2	FALSE CEILING				
i	FALSE CEILING (Gypboard)				
	Providing and fixing Gypsum false ceiling as per India Gypsum specification for ceiling with drops as per drawing including of providing and fixing G.I. Frame work as per specification of India gypsum at a distance of 2'0" c/c both ways complete with 12.5mm board and all necessary perimeter channels etc. No extra payment will be made for the cutting of light points , stained glass,cove lighting etc. The measurement will be taken in one level , rate should include the drops also, no extra amount will be paid for the drops. The joints to be properly mended with paper tapes and gypsum compound all complete. The rate should include the full completion of the ceiling. At the time of handing over the site all necessary repairing work to be considered if required. The work to be completed as per specification , approval of the Architect.No Drop or design(if any)will be considered as extra measurement it will be considered flat ceiling. The work will be complete with three or more coats of plastic paints.	SFT	500		
ii	FALSE CEILING (24"x24" GRID FALSE CEILING)				
	24"x24" Grid False Ceiling Providing and fixing in the true horizontal level false ceiling system of Armstrong world industries. The suspension system shall be the Armstrong Trulock Silhouette revealed profile grid system with 15mm wide flanges incorporating a 3mm or 6mm central recess color black or white revealed Silhouette main runners and cross tees to have mitered ends with birds mouth notches to provide mitered cruciform junctions. Main runners to be spaced at 12mm c/c fixed by using 2mm pre straightened GI Wire.Main tee,rotary stitched of size 15mm x44mmx3600mm at every 1200mm c/c maximum and 1200mm cross tee of size 15mmx44mm x1200mm at every 600 mm c/c maximum and 600mm c/c cross tee of size 15mmx44mmx600mm at every 1200mm c/c maximum and 19mmx19mmx3000 wall angle All as per the design and instructions Architects (make- Armstrong)	SFT	570		
iii	WOODEN VEENER FALSE CEILING				
	Providing and fixing at all height false ceiling of 12 mm thick MR garde plyboard including providing and fixing of frame work made of special sections power pressed from M.S. sheet and galvanized in accordance with zinc coating 600 as per IS: 277 and consisting of angle cleats of size 25 mm wide X 15 mm thick with flanges of 22 mm and 37 mm at 1200 mm centre to centre one flange fixed to the ceiling with dash fastner 12.5 mm dia X 40 mm long with 6 mm dia. Bolts to the angle hangers of 25 X 25 X 5 mm of required length, and other end of angle hanger being fixed with nuts and bolts to 6.1 channels 45 mm X 15 mm X 0.9 mm running at the rate of 1200 mm centre to centre to which the ceiling section 0.5 mm thick bottom wedge of 80 mm with tapered flanges of 26 mm each having clips of 10.5 mm at 450 mm centre to centre shall be fixed in a direction perpendicular to 6.1 channel with connecting clips made out of 2.64 mm dia. X 230 mm long 6.1 mm wire at every junction including fixing the gypsum board with ceiling section	SFT	150		
	0.5 mm thick 27 mm high having flanges of 20 mm and 30 mm long, the perimeter of ceiling fixed to wall/partition with the help of rawl plugs at 450 mm centre to centre with 25 mm long drive – all screws @ 230 mm interval including joining and fixing to a flush finish. The wooden ceiling will be finished with the approved 4 mm veneer finished with two coats of sealer and two coats of melamine polish as per directions and also including the cost of making openings for light fittings, grills, diffusers, cut outs made with frame of perimeter channels suitably fixed finishing of all joints neatly to proper line & level including providing of additional framework for electricals fixtures. including giving trap doors where ever required. Diffusers,cutouts for fire sprinklers etc. as per the specifications approved by architects Including necessary scaffolding supports, suspenders etc. All complete as per drawing and specification and direction of the				

iv	BAFFLE CEILING			
	Providing & fixing Vertical Linear Baffle Ceiling made out of Aluminum Extrusion made of Aluminum alloy grade 6063. The baffle blade shall be in size of 100x 25 x3000mm/150x 25 x3000mm in powder coated finish of approved shade or wood grain finish. The baffle blade shall be suspended using C-channel/ Slotted U-profile powder coated to black color at an oncenter spacing of 150mm.	SFT	150	
	Installation: The C-Channel/U profile of size 20mmX30mmX3750mm shall be suspended at every 1200mm on-centre using 6mm threaded rod/4mm rod/12 gauge hanger wire from the structural soffit at every 1200mm intervals using U-profile hanger/C-channel hanger. Multiple lengths of Uprofile/C-channel shall be connected using U-profile connector/ C-channel connector. The baffle blades shall be suspended from the C-channel/U-profile carrier bars at the required intervals (100/150 /200/250mm) using baffle hangers. Spacing between blades shall be adjusted using the slots in carrier or the special spacer arrangement provided for this purpose. Multiple lengths of baffles shall be connected using Baffle Joiner and ends covered with end caps (Black color)			
	SLIDING FOLDING PARTITION			
	SLIDING FOLDING PARTITION (MANUALLY OPERATED SIZE 3650X2400):- Providing and Fixing of Movable Wall System with (7 no.) of ST Vertical Panels and 1 Adjustable Panel by 100/110mm. The wall internal built is consisting of Steel Frame Galvanized Cold JIS STKM 12 with Aluminium profile S-10.7 F28. The frame must be clad either side with 10-20 mm quality chipboard panels (depending upon the db reduction of the wall) hung in acoustic isolation from the frame and allowed to vibrate independently of the frame. The face panels must be easily removable. The panels must be filled with Acoustic Material Rockwool of high density 45 Kg / M ³ & Damping material of 5mm. 8 Kg / Meter ² to acheive acoustic sound insulation of 55 db.(min.) Each panel to have top and bottom Rubber Retractable Seal with 1500 Newton Force and concave / convex Vertical interlocking profiles. Each panel must be suspended on Extruded Aluminium ceiling mounted track with Steel Cold Ball Bearing Rollers / Trolley of material STKM 12 JIS maintenance free with a multiple ball bearing	EACH	1	
	The rollers must be connected to the element via a shock absorbing mechanism. The individual element must be adjustable in height without opening of the ceiling. Panels are bare MDF finish and able to take any design concept of fabric/ vineer/ leather or any finish product/s. Shutter as per design, handling, loading and unloading, installation, erection, commissioning of all necessary hardwares of GEZE/Dorma/Dividers make or equivalent, complete and all as per manufacturers specifications and as directed by Engineer-in-charge. MAKE- GODREJ / DORMA / OZONE			
3	PARTITION			
	Providing and fixing partition framing shall consist of Heavy duty Aluminium Box Sections 50mm x 50mm @ 600mm c/c both ways Horizontally and Vertically. The vertical alternate frames to be fixed to the ceiling with necessary fixtures. The framing shall be finished with 10 mm MDF BOARD of approved make on both side and finished with 1.00 mm thk. Laminate / Veneer finished with melamine polish. The shade of laminate / veneer and polishing finish to be got approved from the Architect. The skirting should be as per approved laminate/Veneer as per drawing and direction. Rate shall be inclusive of necessary hardware items The work includes spirit polishing on woodwork and teak beading etc. Complete in all respects to the complete			
A	BLOCKED PARTITION			
I	BLOOKED PARTITION UP TO 11'-6" HT. BOTH SIDE LAMINATE	SFT	300	
II	LOW HT. PARTITION UP TO 4'-0" BOTH SIDE LAMINATE FINISH	SFT	60	
5	SOLID / SEMI GLAZED TEAK WOOD DOOR SHUTTER			
	Providing and flxing Solid Panel Door Shutter comprising of the following components fabricated out of SHEESAM wood, as per drawing. SHEESAM wood top and side rail, middle rail and bottom rail as shown of approved quality including providing and flxing 6 nos. 125mm long and 3.5mm thick SS hinges, nail, screw etc. complete as per detail drawing, pattern, Shades, specification and directed by Engineer-in-charge. Protecting till handover. The work to be completed as per approval and satisfaction of the Architect.			
A	35 mm thick Fully Panelled door Shutter Partly in fill with 18mm thick teak solid panel including wood beading/ moulding on panels on both faces of shutters and melamine polish of approved shade and one coat of wood primer including rubbing filling etc on all sides complete as per specification.	SFT.	210	
B	Glazing			
	P/F 12mm toughened glass partition fixed to wooden frame complete, including fixing of one way Frosted vision film as directed by the Architects.	SFT.	50	
C	Glass Door : P/F 12mm toughened glass door with 18" long SS handles, floor spring (Ozone,) etc, locking arrangement of brass make at top of standard make(patch fitting), including fixing of Frosted strip vision film as directed by the Architects. size (2'-9" x 7'-0") as per drawing	Nos.	5	

6	TABLE				
	Providing and fixing tables made out of 19mm thk comm board of approved make cladded with 1.0 mm laminate(taking approval from architect) as per design in all visible areas. All the exposed edges to be covered with wooden lippings and mouldings duly malamine polish. The drawers to be made out of 19mm thk comm. board duly laminated in the front ,sides to be made out of 12mm comm. plyw and bottom to be made out of 6mm comm. ply and it should play in drawer sliding channels. The inside of the drawer and the table to be duly paint . A legrest to be provided duly paint made out of 3"x2" thk wooden section. A shutter to be made by 19mm comm. board cladded with 1.0 mm laminate .The necessary locks handles to be provided in each drawers and shutters. On top of the Branch managers table 8mm thk glass to be placed duly edge polished. The table should have key board tray and tea tray dulyfinished with 1.0 mm laminate. The necessary wire managers to be provided on the tables and provision for lights to be kept if				
	CPU trolly to be provided every where with a provision of castors to be provided .19mm comm. board & 12mm ply panel fix front side as per as per design including the raised level & perforations. The table have 12mm glass panel over wooden panel fix with SS Stud . All the exposed wooden areas to be duly malamine polished The work to be completed as per design and approval of the Architect				
I	MANAGER Table (4'-9" x 2'-6" x 2'-6")	Nos.	2		
II	ASST. MANAGER Table (4'-9" x 2'-3" x 2'-6")	Nos.	3		
III	WORKSTATION (4'-9" x 2'-0" x 2'-6")	Nos.	11		
VI	BM Table				
	Providing & fixing of Branch Manager's Table, made of 19mm commercial plywood of approved make on table top & 12mm thick plywood all outer sides & surfaces (all visible area) shall be finished with 4mm thick teak veneer & high gloss PU coat. Front Modesty panel shall be provided 6mm thick toughen blue lacquered glass panel of approved make & color to be fixed with neutral silicon as per brand specification. All other finishes shall be done as per detail drawings and as per instructions of architect / nafed. Telescopic metal keyboard tray, SS cable manager, 1st drawer shall be 4" thick pencil drawer & other 3 nos shall be equal size drawers with telescopic channels with self-closing locks of approved make shall be provided. Fixed footrest shall be made of 3" x 2" Teak Wood with CPU stand of wooden box bellow. Total work including Veneer & PU shall to be carried out such as to appear as single work & steps suggested in the notes. All the inside surfaces shall be finished with enamel paint of approved make and color. The work shall be measured per unit & shall be paid for including of all materials, labour, transportation, taxes of all kind etc. complete. As per approved hardware list. (Basic rate of veneer Rs. 1500 per sq.mtr.) size of table (7'-0" x 3'-0" x 2'-6")	Nos.	1		
	Side Unit: Providing & Fixing Side Unit having overall size 6'-0" x 1'-3" x 2'-6" with top made of 4 mm thick venner & edges of the table also with venner.Side Unit shall have understructure having verticals made of 19 mm thick plywood finished in veneer and melamine polish on all exposed surfaces. The side unit shall have a provision for keyboard Openable space for CPU and a printer shelf and an openable shutter in 18mm thick plywood with veneer finish as per Drawing				
	Back Unit: Providing & Fixing Back Unit having overall size 6'-6" x 1'-6" x 2'-6" with top made of 4 mm thick veneer& edges of the table also with veneer.Back Unit shall have understructure having verticals made of 18 mm thick plywood finished in veneer and melamine polish on all exposed surfaces as per Drawing				
7	STORAGE				
	Providing and fixing Full height storage 400mm deep made out of 19mm bwp block board finished with 1.0mm laminate in all exposed areas . The drawers to be made out of 19mm BWP block board in the front cladded with 1.0mm laminate(taking approval from architect) .sides to be made out of 12mm plywood and bottom made out of 6mm plywood duly painted in matching tone and it should play on drawer sliding channels . The shutters to be made out of 19mm block board and should play on drawer sliding castors on powder coated channels. The necessary locks , handles, etc to be provided . . Inside of the unit to be enamel painted in matching tone . All the exposed edeges of the boards/plywoods to be coverd with wooden lippings/mouldings duly polished all complete.The work to be completed as per approval and specifaicion of the Architect.				
A	Full height storage (1'-6" wide and 8'-6" high)	SFT	0		
B	Full/Low ht storage(1'-6" wide and 4'-6" high)	SFT	0		
C	Low height storage(1'-6" wide and 2'-6" high)	SFT	190		
10	SOFT BOARD				
	Providing and fixing soft board with necessary framework with 12mm bwp plywood on top 12 jolly board to be fixed finished with fabric @Rs80 , with necessary mouldings duly polished along the periferi.The work to be completed as per approval and satisfaction of the Architect.	Sft	200		
11	PANELLING :-				
ii	PANELLING - LACQUERED GLASS: Panelling with 6mm lacquered glass (St. Gobain "Planileque" or equivalent). Rate to include fixing directly on walls. Rate to include providing 12x18 Brushed BRASS U channel when fixed directly on wall	sqft	50		

13	ROLLER BLINDS				
	Providing and fixing of Roller blinds (Blackout type) on the windows at all heights, all materials and labour etc., complete in all respects as per directions of Engineer having following specifications:- i) Composition: Fibre Glass ii) Thickness:- 0.32mm iii) Weight: 410 gm/sqm iv) Degree of Opacity - 100% Material & Color shade will be as per sample approved by (Model Name- M/V/K/ M/V/K/ R/W/ M/M/G)	Sqft	100		
14	LOOSE FURNITURE				
i	TWO SEATER SOFA FOR BRANCH MANAGER'S CABIN				
	Supply and placing of TWO seater sofa finished with following Features: Black PVC upholstery Slab stock foam with density 28 kg/cubic m at seat and cushions 100% hollow recron filler at seat and cushions Double webbing : S spring + tie bar Tropical wooden structure (Model Name- Marina . Make- Godrei/ Rockworth/ Monarch)	No.	2		
ii	BRANCH MANAGER'S CHAIR				
	Providing and supplying conference room chair in conference room with following Features:- Available only in black colour in High and Full Back variants Auto-balance : Avid automatically adjusts to various weights and heights, eliminating the need for adjusting the tension settings manually Four-position Lock : Back-tilting in four positions facilitates comfort for performing a range of tasks like reading, typing, interacting and relaxing Sliding Seat : The seat depth can be adjusted with ease and convenience, making Avid fit for users of different sizes Height Adjustable Lumbar Pad : An aesthetically striking lumbar pad can be adjusted vertically to provide personalized back support to users of all heights 3D Headrest : The headrest height, angle and left-right adjustment allow for consistency in comfort at all times 4D Armrests : Forward-backward, swivel, height and width adjustments ensure comfort during a range of activities and prevent stiffness and fatigue Avid conforms to BIFMA X 5.1 standards	No.	1		
iii	BRANCH MANAGER VISITOR'S CHAIRS.				
	Providing and supplying of visitors chairs with following Features:- Brake castors in desklet variant Horizontal Stacking possible Extra Large Desklet Scratch resistant materials. (Model Name- Scintilla with arms rest Make- Godrei/ Rockworth/ Monarch)	Nos	4		
vii	OFFICER'S CHAIR				
	Providing and supplying of officers chairs with following Features:- First Indian chair to offer two sizes of seat depth Multi Flex Active butterfly wings shape lumbar pad for ample support to the back Adjustable arms, with Thermoplastic Elastomer top, for soft touch for the forearms Neck rest made up of several wing shaped elements for perfect neck support GREENGUARD Certified (Model Name- Pulse. Make- Godrei/ Rockworth/ Monarch)	Nos.	4		
viii	STAFF'S CHAIR				
	supplying visitors chairs with following Features:- Brake castors in desklet variant Horizontal Stacking possible Extra Large Desklet Scratch resistant materials. (Model Name- Scintilla with arms rest Make- Godrei)	Nos.	11		
iv	VISITOR'S CHAIR				
	Providing and supplying of isitors chairs with following Features:- Brake castors in desklet variant Horizontal Stacking possible Extra Large Desklet Scratch resistant materials. (Model Name- Scintilla with arms rest, Make- Godrej/ Rockworth/ Monarch)	Nos.	11		

v	CENTRE TABLE FOR BRANCH MANAGER CABIN				
a	Providing and supplying of Made inelegantly crafted in wood and metal combinations. They also boast of a premium quality float glass top. The glass and metal are joined using UV technology to give a clean look. (Model Name- ALICE, Make- Godrej/ Rockworth/ Monarch)	Nos	1		
vi	MS SLOTTED ANGLE RACKS with cross bracing (HEAVY DUTY ONLY)				
a	Supply and Installation of MS Slotted Angle Racks of size 3000 MM (HT) X 900 MM (L) X 450 MM (D)(HEAVY DUTY ONLY)	Nos.	37		
b	Providing and making MS slotted angle racks for storage using all slotted angles in MS section of 40mm X 40mm X 14 gauge and all shelves in 20 gauge sheet steel. Slotted angle rack of size 3000 MM (HT) X 900 MM (L) X 450 MM (D) and 7 Shelves making 6 compartments per rack. Shelves shall be provided at equal distance c/c after 4" of bottom shelves & supported on frames on all four sides with vertical supports as per manufacturers' standard specifications MS Slotted angles for storage. The cost also includes for painting of approved shade and for tying the adjacent racks or sideways racks or back to back racks to be nut bolted to each other for proper sturdiness, as directed and as required and no extra payment shall be made in this regard. The work to be completed as per approval and satisfaction of the NAFED/ Consultant.(HEAVY DUTY ONLY)				
c	Note: The contractor shall quote his rate to include the cost of materials as per specification/BOQ, painting, tying material, necessary wastage, labour, other materials, transportation to work site, Insurance, entry tax, way bills & road permits, loading unloading, shifting of material to basement. all other charges as applicable etc. all inclusive.				
TOTAL					
GST Extra					
Place:					
Date:					
Signature of contractor with seal					

ELECTRICAL WORKS- Repair & Renovation work of NAFED Azadpur Branch, Delhi.

ELECTRICAL WORKS

S.No.	Description of items	QTY.	UNIT	RATE	AMOUNT
S.H.-I DISTRIBUTION PANEL & RISING MAIN					
1.0	Supplying after fabrication, floor cum wall, cubicle type fully compartmentalised dust and vermin proof panel with hinged type doors (except bus bar chamber which will be bolted on all sides) made from 2 mm thick CRCA M.S. sheet, M.S. angle Iron, Properly welded & painted, with full length of 25x3 mm copper earth strip, cable & bus alleys as required including caution board interconnections earthing etc. Every switch/ MCCB/ MCB, 'C' Series in separate compartment.				
	Incomer:				
	i) 100 Amp. TP&N MCCB with 25 KA breaking capacity - 1 No				
	ii) 4 strip copper bus bar of 25x6 mSMT full length, with heavy gauge color coded FRLS PVC				
	iii) Phase indicator lamps cluster LED type (Red, Yellow/ Blue) with protection fuses				
	iv) Analogue ammeter 250 Amps with ammeter selector switch and connected through suitable				
	v) Analogue Voltmeter 500 Volts with voltmeter selector switch, 2 Amps HRC fuses with carriers.				
	vi) 100 Amp Changeover -1 No.				
	Outgoing:				
	ii) 40 Amp, TPN MCB .3 Nos. for UPS Supply and LDB.				
	iii) 63 Amp. FP RCCB 'C' Series - 2 Nos . For Power DB . And ATM DB. + 63 Amp. TPN MCB, 'C' Series (1 Spare)				
	LIGHT & POWER - 1 described as above	1	Set		
2.0	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed steel conduit conduit, with modular switch, modular plate, suitable GI box and earthing the point with 1.5 sq.mm. FRLS PVC insulated copper conductor single core cable etc as required.				
2.1	Group C	50	Point		
3.0	Wiring for group controlled (looped) light point/fan point/exhaust fan point/ call bell point (without independent switch etc.) with 1.5 sq. mm FRLS PVC insulated copper conductor single core cable in surface/ recessed steel conduit, and earthing the point with 1.5 sq. mm FRLS PVC insulated copper conductor single core cable etc. as required.				
3.1	Group C	25	Point		
4.0	Wiring for light/ power plug with 2x4 sq. mm FRLS PVC insulated copper conductor single core cable in surface/ recessed steel conduit alongwith 1 No 4 sq. mm FRLS PVC insulated copper conductor single core cable for loop earthing as required. MAKES- RR/ Polycab/ Havells	600	Meter		
5.0	Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed steel conduit as required.MAKES- RR/ Polycab/ Havells				
	CIRCUIT / SUBMAIN WIRING				
5.1	2x1.5 sq mm + 1x1.5 sq mm earth wire	850	Meter		
5.2	2x2.5 sq mm + 1x2.5 sq mm earth wire	750	Meter		
5.3	4x10 sq mm + 2x6 sq mm earth wire	100	Meter		
5.4	4x16 sq mm + 2x6 sq mm earth wire	200	Meter		
6.0	Supplying and fixing suitable size GI box with modular plate and cover in front on surface or in recess, including providing and fixing 3 pin 5/6 amps modular socket outlet and 5/6 amps modular switch, connection etc. as required.	20	Each		
7.0	Supplying and fixing suitable size GI box with modular plate and cover in front on surface or in recess, including providing and fixing 6 pin 5/6 & 15/16 amps modular socket outlet and 15/16 amps modular switch, connection etc. as required.	40	Each		

8.0	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.				
8.1	Telephone socket outlet	25	Each		
9.0	Supplying and drawing following pair 0.5 mm dia FRLS PVC insulated annealed copper conductor, unarmored telephone cable in the existing surface/ recessed steel/ PVC conduit as required.				
9.1	2 Pair	300	Meter		
10.0	Supplying and drawing in existing conduits / cable tray / raceway and testing & commissioning of following multicore PVC insulated PVC sheathed annealed tinned copper conductor 0.61 mm dia telephone wires conforming to ITD-S/SW-113B including terminal joints complete as required. MAKES- RR/ Polycab/ Havells				
10.1	20 Pair Unarmoured Telephone Cable	60	Meter		
11.0	Supply and installation of telephone tag block of IDC type of following sizes in sheet metal enclosure of suitable dimensions fabricated out of 16 SWG sheet steel with castle key lock, hinged type cover including termination of telephone cables, making connections, painting of box etc, complete as required.				
11.1	40 Pair	1	Nos		
12.0	Supply, Installation and Commissioning of EPABX System complete with following specifications as required.				
	EPABX System of 32 lines extendable to 64 lines, No. of Junctions -4, Console Operator-1, ISDN Compatible. Extendable to 64 intercom connection; Internal/External Music on Holding, Operator/Auto-attendant Mode, Remote Programming Day/Night Mode (Manual), Music and Ringing Recordable OGM (outgoing message), Music Duration 20 Seconds Caller ID, Call Transfer, Call Forwarding Manually, Outgoing Call Transfer, Power Failure Transfer, Specific Main Line (CO/Trunk Line) Dialing, Three Way Conference, Do Not Disturb, Auto/Manual Dial-Out Mode Type: Digital, Analog Temperature Range : 0-50 Operating Humidity: 0-95%, Non Condensing, Battery Backup 12 AH, etc.	1	Nos		
13.0	Supplying and fixing following size/ modules, GI box alongwith modular base & cover plate for modular switches in recess etc as required.				
13.1	1 or 2 Module (75mmX75mm) - For Telephone,TV outlet & Data	40	Each		
14.0	Supplying and fixing following way, single pole and neutral, sheet steel, MCB distribution board, 240 V, on surface/ recess, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, interconnections, powder painted including earthing etc. as required. (But without MCB/RCCB/Isolator)				
14.1	8 way , Double door	2	Each		
15.0	Supplying and fixing following way, horizontal type three pole and neutral, sheet steel, MCB distribution board, 415 volts, on surface/recess, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, interconnections, powder painted including earthing etc. as required. (But without MCB/RCCB/Isolator).				
15.1	4 way (4 + 12), Double door	2	Each		
15.2	6 Way (4+18), Double Door	6	Each		
16.0	Supplying and fixing 5 amps to 32 amps rating, 240/415 volts, C series Miniature Circuit Breaker suitable for inductive loads of following poles in the existing MCB DB complete with connections, testing and commissioning etc,as required.				
16.1	Single pole	96	Each		
17.0	Supplying and fixing following rating, double pole, 240 volts, MCB complete with connections, testing and commissioning etc. as required.				
17.1	40 Amp	2	Each		
18.0	Supplying and fixing following rating, four pole, 415 volts, MCB complete with connections, testing and commissioning etc. as required.				
18.1	40 Amp	4	Each		
18.2	63 Amp	4	Each		

19.0	Supplying and fixing of following rating double pole (Single phase and neutral) 240 volts, residual current circuit breaker (RCCB), having a current sensitivity current 100 miliampere in the existing MCB DB complete with connections, testing & commissioning etc. as required.				
19.1	40 Amp	13	Each		
19.2	63 Amp	12	Each		
20.0	Supplying and drawing co-axial TV cable RG-6 grade, 0.7 mm solid copper conductor PE insulated, shielded with fine tinned copper braid and protected with PVC sheath in the existing surface/ recessed steel/ PVC conduit as required.	100	Meter		
21.0	Supplying and fixing of following sizes of medium class PVC conduit along with accessories in surface/recess including cutting the wall and making good the same in case of recessed conduit as required.				
21.1	20 mm dia	50	Meter		
21.2	25 mm dia	180	Meter		
21.3	32 mm dia	10	Meter		
22.0	Supplying and fixing modular blanking plate on the existing modular plate & switch box excluding modular plate as required.	20	Each		
23.0	Supply, erection, testing and commissioning of following sizes of splitter of aluminium die cast body in suitable size of G.I. Box.				
23.1	6 way	1	Each		
24.0	Installation, testing and commissioning of ceiling fan, including wiring the down rods of standard length (upto 30 cm) with 1.5sq. mm FRLS PVC insulated, copper conductor, single core cable etc. as required.	2	Each		
25.0	Supplying and fixing two module stepped type electronic fan regulator on the existing modular plate switch box including connections but excluding modular plate etc. as required.	2	Each		
26.0	Installation, testing and commissioning of pre-wired, fluorescent fitting / compact fluorescent fitting/ LED fittings of all types, complete with all accessories and tube/lamp/ LED etc. directly on ceiling/ wall/ false ceiling with GI Chain included for fixing wherever required, including connections with 1.5 sq. mm FRLS PVC insulated, copper conductor, single core cable and earthing etc. as required.	84	Each		
27.0	Supplying & fixing suitable size GI box with modular plate and cover in front on surface or in recess including providing and fixing 25 A modular socket outlet (near equipment point) and 25 A modular SP MCB, "C" curve (at accessible point) including connections, painting etc. as required.	7	Each		
28.0	Earthing with G.I. earth plate 600 mm X 600 mm X 6 mm thick including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe of 2.7 metre long etc. with charcoal/ coke and salt as required.	2	Each		
29.0	Providing and fixing 25 mm X 5 mm G.I. strip on surface or in recess for connections etc. as required.	40	Meter		
30.0	Supply of FULL GLOW 2'X2' (600 mmX600mm) LED 36W Ultra slim Smart panel (Recessed mounted) of make As specified in tender document or approved by ARCHITECT/ NAFED. MAKES- Regent/ Philips/ Lighting Technologies & MODEL NO- 2' x 2' Light NUANCE- LED 0702-RWIC05950040J9	24	Nos.		
31.0	Supply of Providing & Fixing of 15 W LED commercial type down lighter of make As specified in tender document or approved by ARCHITECT/ NAFED. MAKES- Regent/ Philips/ Lighting Technologies & MODEL NO.- Down Light- Blaire- LED 3445	30	Nos.		

32.0	Supply of 18 W Ultra slim polycarbonate decorative LED Batten with inbuilt heat sink, anti-glare polycarbonate diffuser and energy efficient electronic driver. As specified in tender document or approved by ARCHITECT/ NAFED. MAKE- Regent/ Philips/ Lighting Technologies & MODEL NO.- Regent LED BDD 667	30	Nos.		
33.0	Supply of Ceiling fans 1200 mm double ball bearing make As specified in tender document or approved by ARCHITECT / NAFED (Make- Havells Ambrose/ Crompton high speed SDL098287866).	2	Nos.		
34.0	Supply of Wall mounted fans 400 mm dia. make As specified in tender document or approved by ARCHITECT/ NAFED. MAKES- Usha/ Havells/ Compton Greaves & MODEL NO.- Usha - MIST AIR ICY (WHITE)	12	Nos.		
35.0	Supplying of 230 mm exhaust fan 'Ventilair DX W' with self closing louvers and plastic body with all accessories etc. complete of make As specified in tender document or approved by ARCHITECT/ NAFED (make- Havells FHVVEMTDBS09/Crompton).	5	Nos.		
36.0	Supplying and drawing of UTP 4 pair CAT 6 LAN Cable in the existing surface/ recessed Steel/ PVC conduit as required.				
36.1	1 run of cable	400	Meter		
36.2	2 run of cable	100	Meter		
37.0	Supplying & fixing of the Cats 6 information outlets that should conform or exceed component specifications TIA/EIA-568-B.2-1 standards for physical & electrical Specifications, should be fully unshielded type and should have the tool less mechanism with inbuilt crimping tool complete as required and it should be Third Party certified and tested. (RJ-45 UTP information outlet.) (Legrand/Systimax/Amp).	15	Set		
38.0	Supplying and laying VGA Cable with connector on both ends.	15	Meter		
39.0	Supplying and laying HDMI Cable with connector on both ends. One end to be placed in False ceiling and other on conference table.	15	Meter		
40.0	Supply, installation, testing & commissioning of 1/3 " CCD 720 TVL ,0.0 Lux / F1.4,3.6 mm Lense, Auto Electronic Sensor, Auto Gain Control, Back Light Compensation, DC12V, Colour IR camera suitable for night vision housed in Dummy Dome, with power supply unit	2	Nos.		
41.0	Supply, Installation, Testing & Commissioning of 8 channel DVR, 100 FPS Display, 100 FPS recording, 500 GB HDD, MPEG compression format, with TCP / IP, Internet, LAN, WAN connectivity.	1	Nos.		
42.0	Supply, Installation, Testing & Commissioning of 24" LCD monitor (Samsung) with Keyboard and mouse.	1	Nos.		
43.0	Supply and laying of RG 6 tinned copper conductor co-axial cable in existing conduit.	75	RMT		
44.0	3D LED SIGN BOARDS-Fabrication, supply, installation and commissioning of 3D LED sign boards fabricated out of 3mm thick white coloured acrylic sheet and base 4mm ACP sheet (out door, with IP-65) for NAFED with timer (on each board) of L & T equivalent ACP sheet of Indo-born or equivalent. ACP sheet fitted on double frame fabricated out of 32mm X 32mm MS Square pipe, having 3" depth. All five sides of frame covered with ACP Sheet and back side covered with 26 gauge GI sheet. Acrylic letters fabricated out of 3mm thick acrylic A Grade/imported sheet, having minimum 2" depth. Text matter alphabets raised 2 ½. LED modules of Resang/ powered by Samsung or equivalent make with IP-65 grade to eliminate the letter to the satisfaction of Architect. Power supplies/drivers must be IP-65 of Brylite/Hi sign/ Neon Pro make including NAFED"LOGO". Price must be quoted on per square feet basis. Matters with size of each sign board & font size will provided by Architect	70	Sqft		
	ON LINE UPS 5 KVA				
45.0	Basic cost for Supply-Installation-Testing and Commissioning of 5 KVA, Online UPS for running Computers, Their Peripherals And Accessories etc. as per Technical Specifications and General Terms and Conditions of contract mentioned in the tender document.	1	Each		
46.0	SMF Battery (65ahx12vx16nos) for 2 Hrs Battery back up time along with Battery rack and Battery inter connecting cable.	1	Each		
47.0	Dismantling & dispose or deposit of existing electrical fittings & Fixtures the place which is marked by Architect.	1	LS		
	Total Amount				

NOTES:

- 1- In case of omission in quoting any rate, the evaluation will be done considering the highest quoted rate obtained against that item but the work, if awarded, will be on the lowest quoted rate obtained against that item.
- 2- The bidders shall enter both 'Unit Rate' & 'Amount'. In case of any mismatch between 'Total Amount based on Unit Rate' & 'Total Amount as quoted', the higher of the two shall be considered for evaluation and the lower of the two shall be considered for award.
- 3- The quantities indicated against each item above are tentative and are liable to vary depending upon the site requirement. The contractor has to supply / install actual quantities as per advice of NAFED / Architect and accordingly the final contract price shall be worked out.
- 4- The contractor shall not be paid any extra amount of the contracted amount in case of increase upto 10% of the quantities.
- 4- Evaluation of the bids shall be done based on total price against this BOQ.
- 5- All the materials shall be apply on the site after approval of Architect.
- 6- All debris/ malba should be disposed where is marked place by municipal only, no extra payment will be paid to contractor for this works.
- 7- GST Extra.

Place:**Date:****Signature of contractor with seal**

AC WORKS- Repair & Renovation work of NAFED Azadpur Branch, Delhi.					
AC's WORKS					
SL.	PARTICULAR	Unit	Qty	Rate	Amount
1	<p>Note;</p> <p>1. Each vendor to specify the Make of A.C. they propose to supply.</p> <p>2. Common drain pipes of Split A.C.'s be terminated in any toilet Nahni traps OR else be terminated from external wall up to ground. AC's with COPPER Condenser & Evaporator coils are only to be supplied & installed.</p> <p>3. Pl. enclose Technical Brocher of quoted A.C.'s.</p> <p>4. As built layout drawing of Refrigerant & Drain Piping has to be attached with Final Bill.</p>				
i	Supply, Installation, Testing & Commissioning of 2.0 TR 3 STAR Split inverter A/C with high wall mounted unit.MAKE- Toshiba/OGENERAL/ mitsubishi.Copper Condensor Only & MODEL NO- TOSHIBA- RAS-24U2KCVG-IN	nos	3		
ii	Supply, Installation, Testing & Commissioning of 1.5 TR 3 STAR Split inverter A/C with high wall mounted unit. toshiba/O General / mitsubishi.Copper Condensor Only & MODEL NO- TOSHIBA- RAS-24U2KCVG-IN	nos	1		
iii	Supply, Installation, Testing & Commissioning of 1.0 TR 3 STAR Split inverter A/C with high wall mounted unit. toshiba/O General / mitsubishi.Copper Condensor Only	nos	3		
iv	S.I.T.C. of 3 KVA voltage stabilizers in copper for above capacity Air-Conditioners. (Make: Blue Bird, Obrai)	nos	3		
vi	S.I.T.C. of 5 KVA voltage stabilizers in copper for above capacity Air-Conditioners. (Make: Blue Bird, Obrai)	nos	4		
2	REFRIGERANT PIPING				
i	S.I.T.C. of 19 mm dia & 16 mm dia Copper Refrigerant Pipes with Foam insulation between Indoor & Out door units.with breaking of wall wherever required for 2-3 Tr Cassette/ Inverter Air conditioners.	Mtr.	180		
ii	S.I.T.C. of 13/9 mm dia Copper Refrigerant Pipes with Foam insulation between Indoor & Out door units. with breaking of wall wherever required for 1.5 tone split AC as per specifications, all piping inside the room shall be properly supported with MS hanger & saddles.	Mtr	180		
3	CONTROL AND TRANSMISSION WIRING				
i	S.I.T.C. of 4 core & 4 sqmm Copper conductor flexible cable between Indoor & Outdoor Unit through holes made as above for Cassette / Inverter A.C.	Mtr.	180		
4	DRAIN PIPING				
i	S.I.T.C. of 25/32 mm. PVC conduit pipe to be used as a drain water pipe. Through holes as made above.	Mtr.	180		
5	MS IRON CATWALK/ PLATFORM				
i	S.I.T.C. of L shape / suitable shape M.S. Frame stand for mounting Outdoor Units on wall / On floor with all fixing hardwares. Within above Catwalk for cassette & split A.c.'s.	nos	7		
6	Civil work	Lot	1		
7	Dismantling & disposal or deposit of all existing AC indoor & out door units, etc the place which is marked by Architect.	Lot	1		
TOTAL AC WORKS					
	GST EXTRA				
	<p>NOTE :</p> <p>AC units of Toshiba, O General & Mitshubishi havy industries only; AC's with COPPER Condenser & Evaporator coils are only to be supplied.</p> <p>Only one of these Makes to be quoted.</p> <p>Pl. enclose Tech. Brocher of the quoted Cassette/ Split A.C.</p> <p>A.C.'s having Service centre In/Near the City should be preferred.</p>				
NOTE:					
Place:					
Date:		Signature of contractor with			