



INTERIOR, CIVIL, ELECTRICAL, AIR-CONDITIONING & ITS ASSOCIATED WORKS OF NAFED BRANCH OFFICE AT NBCC COMMERCIAL COMPLEX, GOMTINAGAR EXTENSION, LUCKNOW..

Tender No. NAFED/RPR/Interior/T-2022-23

Sealed Tenders are invited in two bid systems by National Agricultural Cooperative Marketing Federation of India Ltd. from reputed and experienced Contractors for Interior Renovation worksof NAFED Branch Office at NBCC Commercial Complex, Gomti Nagar extension Lucknow.

Tender Documents may be downloaded from the Website <http://www.nafed-india.com> from 06/09/2024 to 06/10/2024 and Pre-bid Queries may be mailed by 15/09/2024 1500Hrs. at naflkn@nafed-india.com

The Techno-commercial bid and price bid in sealed envelopes may be submitted on or before on 09/10/2024 1500 Hrs. in the Office of State Head, NAFED, NAFED Warehousing Complex, Chattha Meel Chauraha, Bakshi Ka Talab, and Lucknow 226201

Opening of Techno Commercial Bids will be on the same day i.e. 09/10/2024 at 1530 Hrs. in the Office of State Head, NAFED, NAFED Warehousing Complex, Chattha Meel Chauraha, Bakshi Ka Talab, and Lucknow 226201. Opening of Price Bids will be on 11/10/2024 at 1630 Hrs. or any other suitable date to be notified for eligible Bidder.

For further clarifications, please contact State Head NAFED, Lucknow on Mob- [9599879799](tel:9599879799)

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9. FORM OF TENDER;
10. ARTICLES OF AGREEMENT; and
11. CONDITIONS OF CONTRACT.

Signature of Contractor:

Address:

Date:

Tender Document

LEGEND

Name of the Work : Interior, Civil, Electrical, Air-Conditioning & Its associated works of Nafed Branch Office.

Place of Work : NBCC Commercial Complex, Gomtinagar Extension, Lucknow

Name of the Employer : State Head,
NATIONAL AGRICULTURAL COOPERATIVE
MARKETING FEDRATION OF INDIA LTD.(NAFED)

Branch Office: NAFED Warehousing Complex, Chattha Meel Chauraha, Near Bakshi Ka Talab, Lucknow 226201

Head Office, NAFED House, Siddartha enclave, Ring Road, Ashram Chouk, New Delhi 110014

INSTRUCTIONS TO TENDERERS

Name of the Work : **Interior, Civil, Electrical, Air-Conditioning & Its associated works of Nafed Branch Office at NBCC Commercial Complex, Gomtinagar Extension, Lucknow.**

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.

NAFED, Lucknow

Signature of Contractor:Address:

Date:

TENDER DOCUMENT

INFORMATION SHEET

Name of the Work : Interior, Civil, Electrical, Air-Conditioning & Its associated works of Nafed Branch Office at NBCC Commercial Complex, Gomtinagar Extension, Lucknow

Name of the Employer : State Head,
NATIONAL AGRICULTURAL COOPERATIVE
MARKETING FEDERATION OF INDIA LTD.(NAFED)

Branch Office: NAFED Warehousing Complex, Chattha Meel Chauraha, Near Bakshi Ka Talab, Lucknow 226201

Head Office, NAFED House, Siddartha enclave, Ring Road, Ashram Chouk, New Delhi 110014

Tender issued to

Name of the Contractor:

Address:

Date of issue:

Tender is due to be submitted on or before **1500 Hrs. on 09/10/2024** at the Office of NAFED Warehousing Complex, Chattha Meel Chauraha, Bakshi Ka Talab, and Lucknow 226201.

Signature of Contractor:

Address:

Date:

NOTICE INVITING TENDERS

To:

Dear Sir/s,

Sub: Interior, Civil, Electrical, Air-Conditioning & Its associated works of Nafed Branch Office NBCC Commercial Complex, Gomtinagar Extension, Lucknow.

- 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. 8,05,300.
Cost of Blank Tender GST	: Rs. 590/- (Non-Refundable) GST Included.
Time of Completion	: 120 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 equipment / instruments with detail.**

2.2. Eligibility criteria:

- a. 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 Interior, Electrical, Firefighting)
 - b. List of Similar Projects in Hand, along with copy of W.O. List of works in hand (Minimum one project of similar nature).
 - c. At least one the works completed by the consultant should be from Central Govt/Central Autonomous Bodies/Central Public-Sector Undertaking. The certificates of private organization must be supported with TDS certificate.
 - d. Audited Balance Sheet and Profit & Loss Account Report of last three Years i.e. ending **31st March 2023.**
 - e. Average Annual turnover Rs. 10 crore or more of last three years (copy of turn over certificate)
 - f. Copy of Last Three-year ITRs
 - g. Permanent Account Number (PAN) of firm/ Company
 - h. Company/ firm/ partnership deed registration certificate.
 - i. ESI & PF Registration details (copy of documents fulfilling the obligations towards PF, ESI etc.).
 - j. List of empanelment as contractor in Govt Deptt. /PSUs/Pvt sector. (copy attached)
 - k. GST Registration details as applicable.
 - l. Contractor working in Pvt Sector shall also upload documents in support of payment received & Tax deducted at source (TDS) certificate with all other documents as given in NIT.
 - m. Copy of valid license for the company as applicable to be furnished.
 - n. 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 590/- 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' superscripted as Name of Work Cover 'A' and Supporting documents foreligibility criteria: -

- Supporting documents against eligibility criteria.
- Unconditional acceptance letter (**Form of Tender for Works Pg. 29-31**)
- Cost of Tender (DD/Cash drawn in favor of NAFED Payable at Lucknow)
- E.M.D (DD/Pay order from any scheduled bank in favour of NAFED. payable at Lucknow)
- NIT, GCC, NIT, SCC, Technical Specifications, Tender drawings.

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

- Only Price Bid.

Both Covers 'A' & 'B' duly sealed shall be superscripted 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 superscripted 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 State Head, NAFED Warehousing Complex, Chattha Meel Chauraha, Near Bakshi Ka Talab, Lucknow 226201, on or before 1500 Hrs. on 09/10/2024 as per the instructions given above. A pen drive 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 pen drive in case of discrepancy.

- Time lines for various activities are as follows:

1	Downloading of Tenders from Web Site w. e. f.	06/09/2024
2	Last date of downloading.	06/10/2024
3	Pre-bid Meeting-	NA
4	Submission of Sealed Bids at NAFED Office Lucknow up to 1500 Hrs.	09/10/2024
5	Opening of Techno - Commercial Bids at NAFED Office Lucknow in the 1530 Hrs.	09/10/2024
6	Opening of Price Bids at NAFED Office Lucknow at 1630 Hrs. (Change of date will benotified if any)	11/10/2024

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 Lucknow. 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, Civil, Electrical, Air-Conditioning & Its associated 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 120 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. 8,05,300** to be submitted in the form of a DD in favour of **NAFED, payable at** Lucknow. 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. 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.
14. 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.
15. All the payments should be made to the contractor after deducting the statutory obligations i.e. IT, TDS etc.
16. 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, Lucknow

Signature of Contractor:

Address:

Date:

TENDER DOCUMENT

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5. a	Drawings, specifications and bills Of quantities ((I) to (iii))
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29. Submission of final bill
30. Holiday Listing
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32. **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 **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 up to 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 **CONSULTANT** 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 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 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.

9A. 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 (i) Initial Security Deposit:

The EMD of the successful Tenderer will be refunded after the submission of Initial Security Deposit.

14 (ii) Total Security Deposit:

The total Security Deposit which includes Initial Security Deposit will be limited to a ceiling of 10% of the Gross value of the Contract.

15. Deductions for Retention Money:

The balance of the Security Deposit (being termed Retention Money) shall be realized by deductions from running account bills at the rate of 10% of the value of work billed for until retained reaches a sum amounting to 10% of the total Contract value.

16. Refunding Security Deposit:

The Security Deposit will be refunded in two stages; 50% of the Amount within 30 days after the issue of certificates of virtual completion and the balance 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 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 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 NAFED, keeping in view the agreed date of completion.

19. 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 NAFED, all directions/approval made by consultant/Architect requires final approval of NAFED.

20. Tenderer's Representatives.

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

26. Defects Liability Period:

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

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

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

28. 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.

29. 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 NoDue Certificate

All test reports / Guarantee Certificate

Site Clearance Certificate

Time Extension if any.

Complete Rate Analysis for extra items if any.

Two set of working Manuals (as built) and as completed Drawing of all equipment installed from manufacturer.

Recommended Schedule of preventive maintenance as per manufacture guidelines.

Guarantee for supply of spares for next 5 years.

30. HOLIDAY LISTING: The vendors / contractors/ Tenderers are expected to adopt the ethics of highest standards and a very high degree of integrity, safety and quality consciousness, commitment and sincerity towards the work undertaken and dealing with NAFED in such matters. Also, while participating in the tender and performing the contracts, Contractors are required to meet certain performance criteria and adherence to the terms and conditions of the tender / contract. NAFED shall have the right to remove from the list of approved suppliers / contractors /Tenderers or to ban business dealings, if any agency has been found to have committed misconduct or fraud or poor performance or anything unethical not expected from a reputed agency. The guidelines and procedures for Holiday Listing as adopted by NAFED and available separately in NAFED website shall be applicable in the context of all tenders floated and consequently, all Orders / Contracts / Purchase Orders placed, by Nafed.

Notwithstanding anything contained in this bid documents, NAFED's policy for Holiday Listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, NAFED's at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with agency (s) in accordance with the policy in force.

31. Tender Drawings. Enclosed.

Signature of Contractor:

Address:

Date:

SAFETY CODE

(Clause 32 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 4 M 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 up to 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:

- i. 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.
- ii. 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.

- i. 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.
- ii. 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:

- i. 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.

- ii. 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 Contractor's 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 equipment 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 equipment(s) 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 Contractor's 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 32 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 Areemployed 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.

FORM OF TENDER FOR WORKS

To,

**State Head,
National Agricultural Cooperative Marketing
Federation of India Ltd. (NAFED)**
NAFED Warehousing Complex, Chattha Meel
Chauraha, Near Bakshi Ka Talab, Lucknow 226201

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 | : | Interior, Civil,Electrical, Air-Conditioning & Its associated works of Nafed Branch Office at NBCC Commercial Complex, Gomtinagar Extension , Lucknow-226010 |
| b. Earnest Money | : | Rs. 8,05,300. |
| 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 Initial
Security Deposit Reaches 10% of Contract
Value |
| e. Time allowed for the work | : | 120 days. |

From 7th day after written order to commence work or after the Date of handing over Site whichever is later.

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 Lucknow the sum of money mentioned in the said conditions. A sum of Rs. **8,05,300** are hereby forwarded as EMD to be submitted in the form of a DD in favour of NAFED payable at Lucknow.

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..... 2024 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 **State Head, NATIONAL AGRICULTURAL COOPERATIVE MARKETING FEDRATION OF INDIA LTD.(NAFED) Branch Office:** NAFED Warehousing Complex, Chattha Meel Chauraha, Near Bakshi Ka Talab, Lucknow 226201. 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. (Rupees only).

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 CONSULTANT" in the said conditions shall mean Architect or in the event of their ceasing to be 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 CONSULTANT under the Contract shall entitle to disregard or overrule any decision or approval or direction given or expressed by the 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.

SCHEDULE – I

Interior, Civil, Electrical, Air-Conditioning & Its associated works of Nafed Branch Office at NBCC Commercial Complex, Gomtinagar Extension, Lucknow.

SCHEDULE – II

Respective Drawings

SCHEDULE – III

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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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: **State Head, NATIONAL AGRICULTURAL COOPERATIVE MARKETING FEDRATION OF INDIA LTD.(NAFED) Branch Office:** NAFED Warehousing Complex, Chattha Meel Chauraha, Near Bakshi Ka Talab, Lucknow 226201 **a i) CONSULTANT (CONSULTANT)** shall mean Architect or in the event of their ceasing to be 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 meanand 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 underthe 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 CONSULTANT/NAFED and all these documents taken together aredeemed 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 CONSULTANT / NAFED of the works/installations in accordance with the Contract enabling the 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 workman 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 CONSULTANT/NAFED and under the directions of and under the supervision of and subject to the approval in all respects by the 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 "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 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 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 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 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 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 CONSULTANT/NAFED or the Contractor. The Contractor on the signing here of shall be furnished by the 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 work place 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 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 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 drawings.
- iii) The following order of preference shall apply:
 - (a) The drawings, (b) Specifications, covered by Bill of Quantities and their preambles, (c) 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 whenno 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 thesame in clean and sanitary condition, to the satisfaction of the Public Health Authorities and shall cause such latrines and soil to the 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 fixor 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 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 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 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 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 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 NAFED, for them to check, but the checking of any setting out by the Representative of the NAFED 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 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 NAFED instructions, and the Contractor /Vendor shall upon the request of the 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/ 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 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 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 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 forth with arrange to supply to the 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 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 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 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 "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.

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

10. Access to works:

The Employer, the 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 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/ 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/ 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 NAFED/ Employer to inspect the works in the absence of the 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 NAFED is obtained. The work will from time to time be examined by the NAFED, the Site Engineer/ Asst. Engineer/ Clerk of Works or the NAFED's 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 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:

No alteration, omission or variation shall vitiate this Contract but in case the 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 NAFED and the value of such extras, alterations additions or omissions or substitutions shall in all cases be determined by the 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.

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 therefrom.

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 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 NAFED.

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 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 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 NAFED or 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 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 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 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 NAFED/ NAFED's Representative 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 NAFED'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".

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.

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.

- ii. 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.
- iii. 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 NAFED.
- iv. Deleted.
- v. 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 NAFED.
- vi. In cases (ii) to (iv) the Contractor is required to submit his analysis of rates adopting the principles enunciated and the NAFED, after scrutinizing the analysis and other papers furnished, will allow such rates as he considers reasonable.
- vii. 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 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 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 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 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 NAFED. The Contractor shall be liable for any loss or damage to such materials.

19. Removal of improper work, material, etc.

The 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 CONSULTANT/NAFED are not in accordance with the specifications or the instructions of the 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 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 NAFED may in their option allow it to remain but will allow for such work reduced rates. The decision of the NAFED to exercise his option in this regard and the quantum of reduction to be made in the rate for them 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 NAFED of the works, arising in the opinion of the 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 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 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 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 NAFED / 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 NAFED of any certificate including the final certificate, or the passing of any accounts.

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 NAFED 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 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 NAFED.

- (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.
- (iii) And if the pre-final bill is not submitted by the Contractor along with his notice of virtual completion of work, the NAFED may withhold the issue of the certificate of virtual completion till after the said pre-final bill is received by them.
- (iv) And the works shall not be considered as completed until the NAFED has certified in writing that they have been virtually completed and the defects liability period shall commence from such certified date of virtual completion of work.
- (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 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 virtual 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/ 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 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 NAFED to Sub Contractor) sub-Contractor/sub-Vendor within fourteen days of his receipt of the NAFED's certificate provided that before any certificate is issued the Contractor shall upon request furnish to the 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 NAFED's satisfaction 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 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 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 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 may be excluded from the Insurance 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 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.

- (d) 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 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 affected 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 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 affect 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 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 the work or delays of other Contractors/Vendors or tradesmen engaged or nominated by the Employer 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 Employer, he shall apply in writing to the Employer within 15 days of the date of such hindrance on account of which he desires such extension as aforesaid and the Employer, (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 endeavor 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 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 NAFED's instructions:

If the Contractor, after receipt of written notice from the NAFED requiring compliance within ten days fails to comply with such further drawings/and/or 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 satisfaction from 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 NAFED that he is able to carry out and fulfill the Contract and to give security therefore if so required by the 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 NAFED's representative 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 NAFED's 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 NAFED's written notice that the said materials or work were not approved and were rejected by the 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 days' notice in writing to the Contractor, determine the Contract, but without thereby affecting the powers of the 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 NAFED shall give notice in writing to the Contractor to remove his surplus materials and plant, and should the 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 another 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 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 NAFED's representative 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 NAFED representative 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 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 NAFED's representative, 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 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 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 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 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 NAFED in writing to issue a certificate on the sub-Contractor/sub-Vendor direct, the 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 NAFED to issue a certificate in favor of such sub-Contractor/sub- Vendor direct, the 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 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 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 up to the full value of the work subsequently so executed and fixed.

2. The NAFED 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 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 virtually completed and the NAFED shall have issued 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 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 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 NAFED's representative officials 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 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 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 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 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 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 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 Lucknow and further agreed that any cause of action arising under this agreement may be brought in a court at Lucknow.

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 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 office at Lucknow after the copies duly executed by theis received by NAFED. Hence, this agreement shall be deemed to have been executed at Lucknow even if thehas prior thereto executed this agreement at any place(s) other than Lucknow.”

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 Lucknow and the High Court at Lucknow 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** 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 authorised 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; (d) War and hostilities of war, riots, bandh, act of terrorism or civil commotion;
 - (e) 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;
 - (f) 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, I/We 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** I/We 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 I/We 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:

If at any time after the commencement of the work the Owner for any reason whatsoever does not require the whole or part thereof as specified in the tender to be carried out, the Owner shall have the right to terminate this Agreement and Owner's shall communicate the termination by giving a notice in writing to the contractor. The Owner without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving 30 days' notice in writing in case Contractor fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Contractor or by its staff or agent. Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall continue by the Contractor during the period of termination notice and the same must be satisfied before this agreement is terminated. The Owner may also put in place any other agency/contractor for carrying out the remaining work and expenditure incurred on same shall be recovered from the Contractor. The contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have derived from the execution of the work in full, but which he did not derive in consequences the full amount of the work not having been carried out. 63 The Contractor shall not have any claim or compensation by reason of any alterations having been made in the original specification, or the designs and instruction on which shall involve any containment of the work originally contemplated. However, in case of part cancellation, the Contractor shall be paid such amount as is commensurate to the actual work done by him till such termination notice is received.

40. Integrity Pact

Integrity Pact (IP) Integrity Pact as decided by NAFED has to be signed by the Applicant as per

“Annexure – A”.

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 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 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.

- d) 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" labor, their housing and accommodation for the prevention of smallpox, cholera, plague, typhoid, malaria and other contagiousdiseases.

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 accidentin 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 byLaw.

45. Apprentice Act:

The Contractor shall comply with the provisions of the Apprentice 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 Employershall 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 andcondition 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 up to 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 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 up to 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 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 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 a 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 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 maybe 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	5% in each running bill until the total retention together with the EMD and Initial Security Deposit reaches to 3% of the Contract value.
33 of Conditions of Contract	Installment due after virtual	50% of the Amount within 30 days after the issue of certificate of virtual completion and the balance amount will be returned 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 NAFED for all Tendered/Quotation items and for Quantities up to/ 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 NAFED’s Official.

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 bond 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, asprescribed elsewhere in this Contract. He shall produce all such registers, records and statements forinspection by the Representatives of the NAFED/ Employer whenever asked for and in respect of theregisters and records listed in an Annexure to this Clause, maintain them in the forms prescribed, and forward to the NAFED/ 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 NAFED 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 NAFED's officials 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 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 and should obtain clearance for such quantity variation.

3) **Water & Electricity:** Contractor responsibility – transportation & storage of water will be contractor's 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 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 1%. 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, Contractor & NAFED.

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 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 Employer 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

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 90 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 Employer. If quality of any item /s found not up to acceptable standard/s, the same shall be redone by the Contractor at no extra cost to NAFED what so ever.

16. 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 NAFED/ Employer's Officials 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 maybe, 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 NAFED shall not be liable for any claims in respect thereof. The NAFED 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. Tender Drawings

59. SCHEDULE "A"

Condition REFERENCE TO GENERAL CONDITIONS OF CONTRACT Number

Name of the Work : **Interior, Civil, Electrical, Air-Conditioning & Its associated works of Nafed Branch Office at NBCC Imperia, Lucknow.**

1. Accepting Authority : **State Head**
NATIONAL AGRICULTURAL COOPERATIVE
MARKETING FEDRATION OF INDIA LTD.(NAFED)

Branch Office: NAFED Warehousing Complex, Chattha Meel Chauraha, Near Bakshi Ka Talab, Lucknow 226201

Head Office, NAFED House, Siddartha enclave, Ring Road, Ashram Chouk, New Delhi 110014

2. **Market Rate percentage addition** : 15% To cover overheads and profit.

3. Earnest money & Security Deposit

A) Estimated cost of the work : **Rs. 1,36,49,414**

B) Earnest Money : **Rs. 8,05,300.**

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** : Nil.

For suspension exceeding 3 months

5. **Time allowed for execution of work:** **120 Calendar Days**

6. **Authority competent to decide if "Any other cause" of delay is beyond Contractor's control** : **NAFED**

7. **Distribution return of number and** : **Fortnightly**

Description by trades of workmen Employed on works, to be submitted To Engineer-in-Charge

8. Authority Competent to reduce: State Head, NAFED

Compensation amount

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

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

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 20% 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 nos.** 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 EMPLOYER

(b) Acceptance test Certificates duly certified/ followed by NABL Test Lab, ISO, BIS, IS specification for the readiness of service after physical inspection.

- (c) Rate analyses Approved by NAFED for Extra items not covered in the work order but were executed on site as per the instructions of NAFED.

3. Documents to be submitted along with Final Bill:

List of items/documents given below.

- (a) Taking over Certificate;
- (b) Successful completion of works along with 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 NAFED/ end users.

SPECIAL CONDITIONS OF CONTRACT

1. COMMERCIAL TERMS:

A	Rates finalized / approved shall be:
	- Valid anywhere in Lucknow.
	- Valid till the completion of entire work.
	- Firm irrespective of quantities executed in site.
	<ul style="list-style-type: none"> • 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 service tax and its Cess/ GST • 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 sales tax 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:
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The time for the entire completion of work as per the contracts and as per the instruction issued by NAFED, including Testing and Commissioning, if applicable as per norms will be 60 Calendar Days.

Signature of the Tenderer

Addresses

Date

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 a Proprietorship firm or a Cooperative organization or a Partnership firm duly registered under the provisions of Indian Partnership Act of 1932 or a Company registered under the relevant provisions of Companies Act of 1956 or 2013 (In case of Partnership Firm, the intending bidders shall submit a self-attested copy of partnership deed along with authorization in favour of signatory of the bidder documents, while in case of a Company, the Intending Bidder shall submit Certificate of Incorporation, Memorandum of Articles of Association and a Board Resolution in favour of authorized signatory, duly certified by a Company Secretary) 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 forThe 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 bidder (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 255 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 256

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. 258
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)

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.

National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED)

NBCC Commercial Complex, Gomtinagar Extension, Lucknow -226010

Mob- 9599879799, Email: naflkn@nafed-india.com

LIST OF APPROVED MAKE FOR CIVIL, INTERIOR, ELECTRICAL Air Conditioning & Other allied works			
S.No	Item	Item/ Code/ Model No.	Make
1	Civil Item		
2	Clay/ Fly Ash Bricks		Manufactured As per IS Specifications
3	Grey cement 43 grade/53 grade		J.K., Birla , J.P. , A.C.C. , Ambuja , Ultratech , or equivalent make.
4	Fine Sand		fine sand as per IS Code specifications
5	Aggregate		Graded aggregate 20mm as per IS Code specifications
6	Reinforcement Steel		Sail/ Tata or any ISI Mark
7	Epoxy Grouting	Epoxy Grouting	Durabuild, Laticrete, Choksey, Ultratech Epoxy or equivalent make
8	Vitrified Floor Tiles	as per used at site	Kajaria , Somani , Asian , Johnson, Orientbell or previously used tile brand at site
9	Ceramic Wall Tiles	as per matching office schemes & Given in the Drawings	Kajaria , Somani , Asian , , Johnson, Orientbell or previously used tile brand at site
10	Granite Stone		As approved by Owner/ representative
11	Commercial Board		Century ply, Green Ply, Duro, Merino, Archid
	WPC Board		Greenply, ADORO, Innovista, Woodcraft, Echon
12	Plywood		Century ply, Green Ply, Duro, Merino, Archid
13	Laminate		Century ply, Green Ply, Duro, Merino, Archid
14	Wood Adhesive		favicol or Equivalent ISI Mark as approved by EIC/ owner
14	Toughened Glass		Saint gobain ,Modi guardians, Asahi (AIS), Dorma or Equivalent
15	Full Glazed Door floor Sprig		Dorma, Hafle, Geze
	Full Glazed Door Fittings, Lock Handle etc.		Dorma, Hafle, Geze, Ozone, Godrej
16	Float glass/One vision Glass		Saint gobain ,Modi guardians, Asahi (AIS)
17	Frosted Heat/ Sunlight Control film		3M, or Equivalent
18	Aluminum Section		Jindal , Indal , Hindalco , Man
19	Steel Glazed Door		ISI Mark
20	Dash Fastener/ Chemical Fastener		Fisher/ Hilti/ Bosch or ISI Mark
21	Flush doors		Century ply, Green Ply, Duro board or Equivalent ISI Mark MR grade
22	Partition Chanel/ Ceiling Chanel		Saint Gobain , Armstrong Jindal or Equivalent Saint Gobain , Lafarge
23	Ceiling Gypsum board		Good make

24	POP		Hunter Douglas, Saint Gobain, Armstrong or Equivalent
25	Tiled False Ceiling/ Metal Ceiling		Saint Gobain , Armstrong Jindal or Equivalent Saint Gobain , Lafarge
26	Acoustical/ Acoustical Wall Paneling		Anutone or Equivalent
27	Designer Wall Paneling		Euro Pratik, Maria Décor, Hunter Douglas or equivalent
28	White Cement		J.K. , Birla , TATA or Equivalent
29	Putty Acrylic/ Cement base		J.K. , Birla , Burger , TATA or Equivalent
30	Paint Interior (Low VOC)		Nerolac, Asian, Burger, ICI
31	Paint Exterior (Low VOC) High SRI		Nerolac, Asian, Burger, ICI
32	All other paint like primer , oil bound distemper & synthetic enamel / Textural paint (Low VOC)		Nerolac, Asian, Nerolac, Asian, Burger, ICI
33	Polish/ Melamine Polish		Nerolac, Asian, Burger, ICI
34	Blinds (Horizontal / Vertical) fabric	As per consultant choice	Aerolux, Vista, Mac,
35	Blinds PVC Vertical	As per consultant choice	Aerolux or equivalent
36	Sofa, Center/ Corner		Godrej, Featherlight, Wipro
37	Chairs		Stellar/ Methodex/ Bonton/ HOF Godrej, Featherlight, Wipro
38	Key board / CPU draw		EBCO / GODREJ/ hettich
39	Confrence Table		Godrej, Featherlight, Wipro,
40	White Boards		Pragati Systems
41	Notice Boards		
42	Stainless Steel & Its work		SS 304
43	PVC/ uPVC/ CPVC pipe/ fitting		Finolex , Supreme , Astral
44	Plumbing Items Like (Faucets, Tap, Valve, Shower, Wall/ Sink Mixers, Pillar Cock, Cirstern etc.		Escco Jaquar, Hindware, Parryware
45	Sanitary Installation Items Like WC, Urinal, Wash Basin & its fittings		Jaquar, Hindware, Parryware
46	PVC pipe / fitting		Finolex , Supreme , Astral , Ashirvad
47	Polyethylene Water Tank		Syntex, or Equivalent
48	Modular Plate, Switches, Socket, Blanking Plate, etc		Anchor Roma/ Legrand/ MK/ Schneider
49	FPLS PVC insulated Copper wire / Telephone wire/ TV Cable		R.R. kable / Finolex / Polycab / anchor ISI Mark Havy Duties
50	PVC Conduit		ISI Mark Havy Duties
51	Modular Switch Box		D-Link, Finolex
52	CAT-6, Telephone Cables		Siemens/ Legrand/ Schneider (Any one make

53	MCCB, MCB, DB, Busbar Metal Plug etc		shall be followed for all panels) ISI Mark, as per IS Specifications
54	Earthing Material/ works		Dowels/ Multi/ COMET
55	LUGS, Thimble, Cable Glands		Crompton, Havells, Orient, Usha, Bajaj
56	Celing/ Wall/ Exhaust/ Fresh Air, etc. FAN		Crompton, Havells, Orient, Usha, Bajaj
57	XLPE Insulated PVC sheathed 1.1 KV grade A1. conductor armoured UG cable.		R.R. kable / Finolex / Polycab/ anchor
58	Cubical panel board / APFC Panel		L&T / Siemens / GE / ABB / Schneider/ Enercon or CPRI Approved manufacturer. As per IS specifications
59	Indicating Lamps (LED type) Push Button Selector		L&T/Siemens/ AE/ BCH/ Enercon/ Neptunel/ Conserve/ Secure/ Keycee
60	Light Fittings/ LED Lights/ Downlighters		Philips/ Crompton/ GE/ Wipro/ Bajaj
61	Rope/ Strip Lights		Syska, Philips, Crompton, or Equivalent ISI Mark Indian LTD. Compapy
62	Fire Alarm Systems/ Panel		Siemens, Panasonic, bosch, Honeywell
63	addressable photothermal detector/ response indicator/ addressable programmable sounder/ control module/ MCP/ horn cum strobe etc		Siemens, Panasonic, bosch, Honeywell
64	PA System		Philips/ Sony/ Ahuja/ Pioneer
65	Speakers Ceiling/ Wall Hung, Mount in Metal Box or in ABS/ Any other PA System Speakers		Philips/ Sony/ Ahuja/ Pioneer
66	Speaker Cable		R.R. kable / Finolex / Polycab (All with ISI marked)
67	instant water geyser		Crompton /Bajaj/ Racold/ Havells
68	Refrigerator		Whirlpool/ Panasonic / godrej / LG / SAMSUNG
69	Water Puriefier		Kent/ eureka forbes/ Havells/ Blue Star/ PureIT
70	LED TV		Panasonic/ Samsung/ LG/ Sony
71	Projector		BenQ/ Epson/ Panasonic./Sony/ canon
72	HVAC/ VRV/ VRF/ Split Acs		Samsung/ Daikin/ Ogeneral/ mitsubishi/ LG
73	Copper Pipe		ISI Mark, as per IS Specifications
74	EPABX & IP/PBX		Panasonic/ Crystel/ Matrix/ Avaya/ Alcatel
75	Telephone or Instruments/ KTS/ Operator Console etc.		Panasonic/ Crystel/ Matrix/ binatone/ beteel/ panasonic or equivalent

76	Astronomical time switch		L&T / Siemens / GE / ABB / Schneider/ Enercon or Equivalent ISI Mark, As per IS specifications
77	Concrete additive		Fosroc , Cico-T.L. Sika , Latecrete , Pidilite , Choksey Chemical
78	CAT-6, Patch Cord		D-Link, Finolex
79	Patch Panel		D-Link, Digisol, Cisco
80	6 U Cabinet		D-Link, Digisol, Cisco or ISI Mark, as per IS pecifications
81	IP/ Dome/ Bullet Camera		Dahua/ Cplusplus/ Hifocus / Hikvision
82	NVR		Dahua/ Cplusplus/ Hifocus / Hikvision
83	Hard Disk		WD/ Seagate/ Toshiba/ Samsung
84	Structural Steel		Tata, Jindal, Prakash or ISI Mark
85	Pre laminated particle board		Nova pan , Archidlam , Green Lam , Marino , Century
86	Tiles & stone fixing adhesive		Latecrete , Bal
87	Water proofing compound		As approved as per specifications
88	Anti termite treatment		As approved as per specifications
89	Anodized aluminum fitting		Diamond , Quality or Equivalent
90	Door Windows Accessories Screw/ Hinges etc.		Maruti , A-one , Alvin or Equivalent
91	Acrylic Sheet		PT, Acast, Mitsubishi
92	ACP sheet		Alstrong , Aluco bond or Equivalent
93	Gypsum board		Saint Gobain , Lafarge , India gypsum
94	Poly carbonate sheet		As approved as per specifications
95	Colour sheet		As approved as per specifications
96	G.I. pipe		Tata , Jindal , National ,
97	S.S. Kitchen Sink		reused of site or ISI mark
98	Passive Infrared (PIR) technology based occupancy sensor		Svarochi, Legrand or Equivalent
99	Passive Infrared (PIR) technology based occupancy sensor with day light dimming		Svarochi, Legrand or Equivalent
100	Fire Extinguisher		Cease Fire / Minimax / safex / Getech / Safe Guard
101	Screw & bolt		NETTLEFOLDS / GWK / RK

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
13	Ball Valve	Leader 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
		Tyco Viking

35	Concealed Sprinkler	HD
		Newage
36	Flow Switch	System Sensor
		Potter
37	Annunciator Panel for Sprinkler Panel	PCD
		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, systemax or equivalent
2	CAT5E UTP Cable (Each Box Containing 305 Mtrs) for Voice	CAT5E UTP Ethernet Cable AMP, D-Link, systemax or equivalent
3	Conduit pipe (45 X 25 mm) 2" (ISI Mark)	ISI / ISO Approved
4	Conduit pipe (30 X 25 mm) 1 ½" (ISI Mark)	ISI / ISO Approved
5	24 Port Jack Panel (Cat 6)	Supports UTP CAT6 AMP, DLink systemax or equivalent
6	24 Port Jack Panel (Cat 5E)	Supports UTP CAT5E AMP, DLink , systemax or equivalent
7	Patch cord 7 ft (Cat 6)	AMP, DLink, Systemax or Equivalent
8	Patch cord 3 ft. (Cat 6)	AMP, DLink, Systemax 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, Systemax or Equivalent
12	RJ 11 Connector	AMP, DLink, Systemax or Equivalent
13	Information Outlets (Cat 6)	AMP, DLink, Systemax or Equivalent
14	Information Outlets (Cat 5E)	AMP, DLink, Systemax or Equivalent
15	Face Plates (4 I/O Outlets)	AMP, DLink, Systemax or Equivalent
16	Krone for Voice Ports	Dlink, 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

INTERIOR, CIVIL, ELECTRICAL, AIR-CONDITIONING & ITS ASSOCIATED WORKS OF NAFED BRANCH OFFICE AT NAFED Warehousing Complex, Chattha Meel Chauraha, Near Bakshi Ka Talab, Lucknow 226201.

Sub: Providing & fixing partitions, false ceiling, and other miscellaneous civil works, electrical, CCTV, other allied electrical, Plumbing works etc. in Existing building **at NBCC Commercial Complex, Gomtinagar Extension, Lucknow.**

- 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.

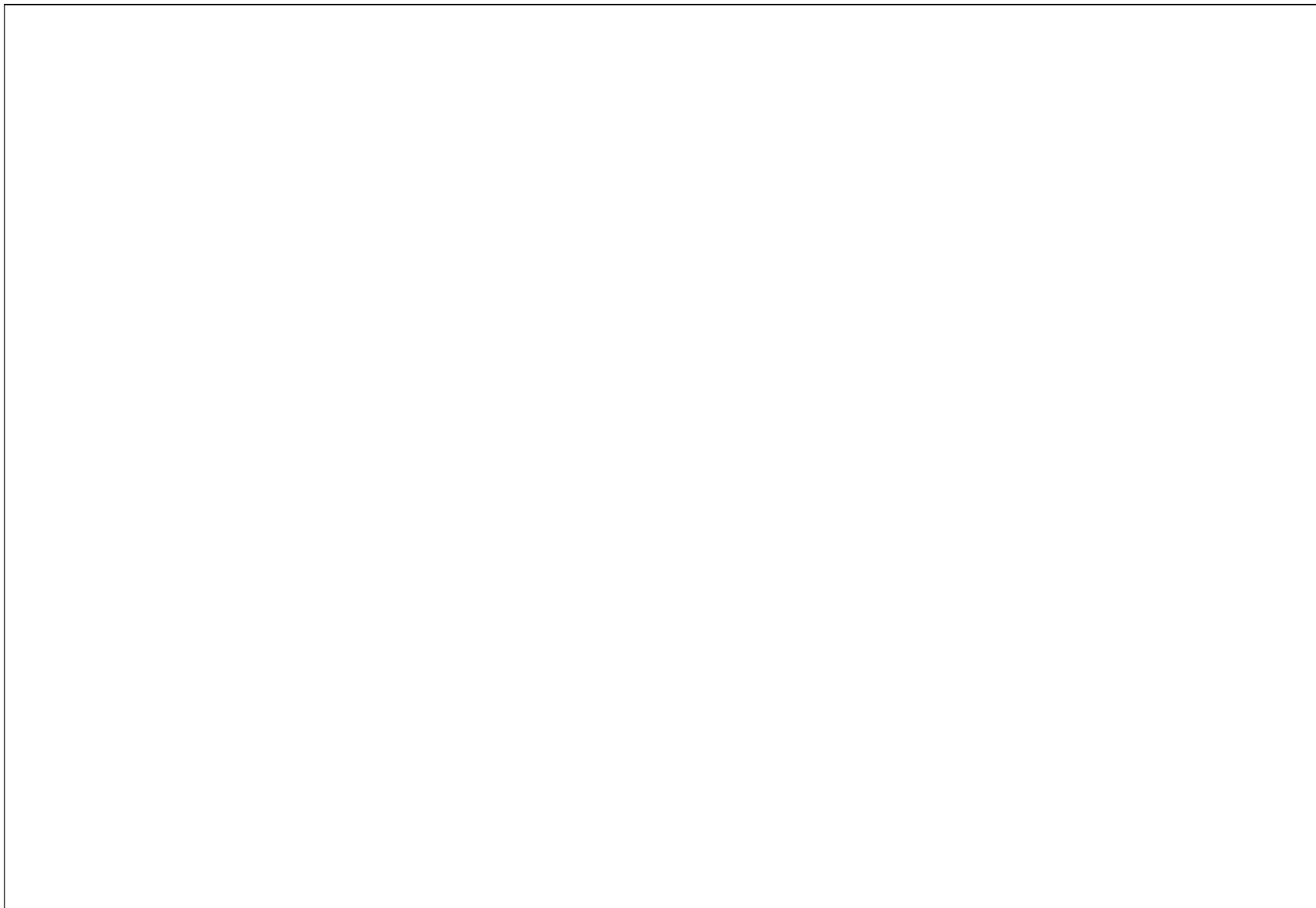
DECLARATION

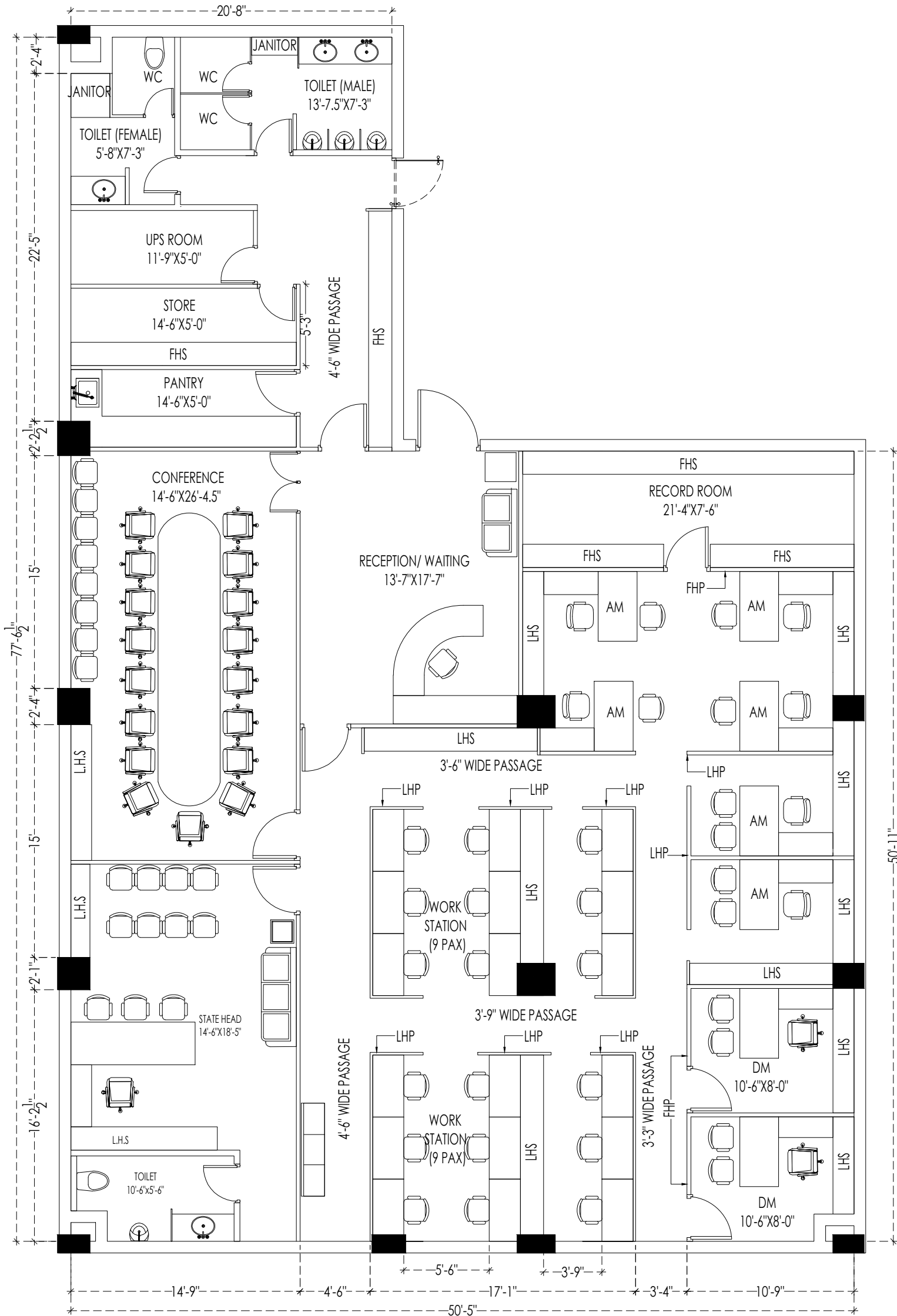
1. I/We hereby declare that I/We have read and understood the Conditions of Contract, Specifications, drawings, Schedule of Quantities etc. and hereby agree to abide by them. In token thereof, I/We have signed below and at the end of Schedule of Quantities. I/We also understand that otherwise this tender 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 Tenderdocuments 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:



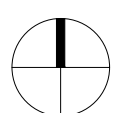


LEGEND	
LHP-	LOW HEIGHT PARTITION
LHS-	LOW HEIGHT STORAGE
FHP-	FULL HEIGHT PARTITION
FHS-	FULL HEIGHT STORAGE

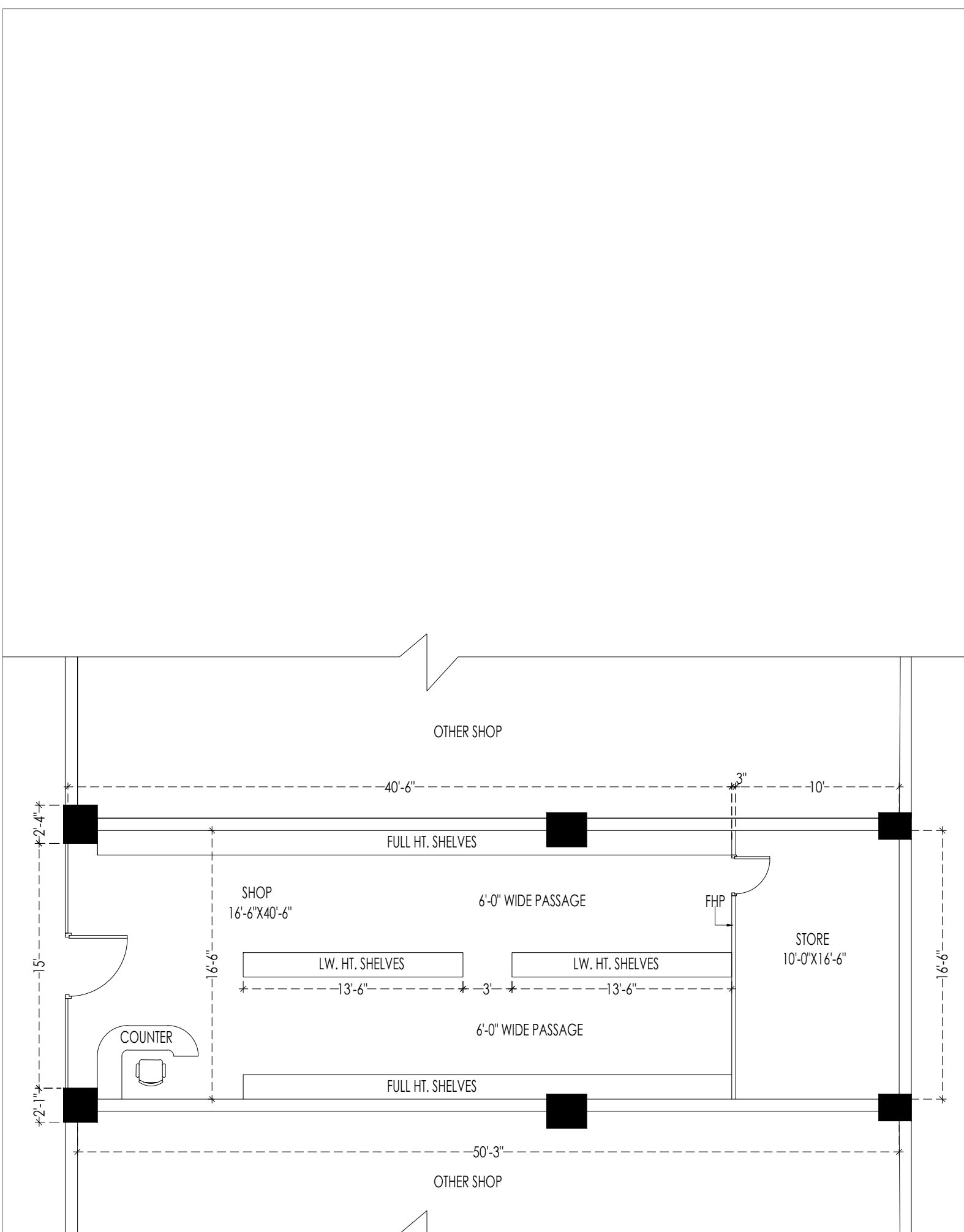
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CLIENT NAME:
 NAFED ,LUCKNOW
 Job Title:
 PROPOSED OFFICE FOR NAFED AT LUCKNOW

Drawing Title :
 LAYOUT PLAN

Date : 27.02.2024	Chkd. by : SK	North : 
SCALE : NTS	Dealt by : PUJA	
Drg. No. : SKA/NFD/LKO/AR/001		NORTH

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LEGEND	
FHP-	FULL HEIGHT PARTITION
LHS-	LOW HEIGHT STORAGE
FHS-	FULL HEIGHT STORAGE

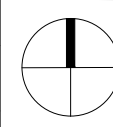
Architects :
s. kumar & associates
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 • Engineering
 • Interior Designing
 • Project Management

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 NAFED ,LUCKNOW

Job Title :
 PROPOSED SHOP FOR NAFED AT LUCKNOW

Drawing Title :
 LAYOUT PLAN

Date : 17.11.2023	Chkd. by : SK	North :  NORTH
SCALE: NTS	Dealt by : PUJA	
Drg. No. : SKA/NFD/LKO/AR/002		

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