



GOVERNMENT OF ASSAM
PROJECT MANAGEMENT UNIT (PMU)
ASSAM PROJECT ON FOREST AND BIODIVERSITY CONSERVATION SOCIETY (APFBCS)
ARANYA BHAWAN, PANJABARI, GUWAHATI – 781037
Tel: +91 361-2733917; Website: www.apfbcn.nic.in ; Email: pd@apfbcn.in ;

***Project: AFD financed Assam Project on Forest & Biodiversity
Conservation - Phase II***

OPEN COMPETITIVE BIDDING
(Single stage - Two envelope bidding)
(For Procurement of Works above Rs. 20 Lakh with e-procurement)

BIDDING DOCUMENT
FOR
UPGRADATION OF ARANYA BHAWAN, PANJABARI, GUWAHATI

NIB No: APFBC/PMU/Phase-II/RWAB/2025/397/12 dated 8th October 2025

Bidding Document Issued from: 9th October 2025.

Section I

Government of Assam

AFD financed

Assam Project on Forest & Biodiversity Conservation- Phase II

Assam Project on Forest & Biodiversity Conservation Society (APFBCS)

Aranya Bhawan, Panjabari, Guwahati- 781037; Website: www.apfbcn.nic.in; Email: pd@apfbcn.in;

No. APFBC/PMU/Phase-II/RWAB/2025/397/12-A

Date: 8th October 2025

Notice Inviting Bids (NIB) for 'Upgradation of Aranya Bhawan, Panjabari, Guwahati'.

1. The Project Director, PMU, APFBC society invites online Bids from eligible Bidders for Upgradation of Aranya Bhawan, Panjabari, Guwahati, as per following details:

Sl.	Work Description	Bid Security (Rs.)	Completion Period
1	Upgradation of Aranya Bhawan, Panjabari, Guwahati	Rs. 4.00 L	3 months

2. Bidding will be conducted through Open Competitive Bidding method and procedures as specified in "The Assam Public Procurement Act, 2017" and "The Assam Public Procurement Rules, 2021". These Act and Rules may be viewed and downloaded from the web-link: <https://sppp.assam.gov.in/#/en/actrules>
3. The Bidding Documents can be downloaded by any prospective bidders from the e-Procurement portal i.e., <http://assamtenders.gov.in> free of cost.
4. Bids must be submitted online at the e-Procurement portal (i.e., <http://assamtenders.gov.in>) on or before the due date for submission mentioned in the critical dates on the e-Procurement portal.
5. Bidders are required to submit Bid Processing Fee as indicated in the e-Procurement portal only i.e. <http://assamtenders.gov.in> and a Bid Security of amount as mentioned in the bid for the item(s) bided, unless otherwise mentioned in the Bidding Documents. Relaxations to Bid Security are allowed to certain class of bidders, if mentioned in the Bidding Document.
6. The Bids will be opened online at 2:30 PM on **29th October 2025** in the presence of Bidders' authorized representatives and any other interested participants via the e-tendering portal: <https://assamtenders.gov.in>.
7. The Bidders are also required to submit the hardcopy of the Technical Bid (with original documents) like Power of Attorney (PoA), Original Bank Guarantee if any, against the Bid Security etc. in the office of the Procuring Entity within bid submission end date as mentioned in the bid document.
8. Bidders who seek to appeal against any decision, action or omission regarding this particular procurement may do so as per Section 38 of the Assam Public Procurement Act, 2017 and Rule 26 of the Assam Public Procurement Rules, 2020. The first and second appellate authority are as mentioned below:

First Appellate Authority	Second Appellate Authority
Shri Sunnydeo Indradeo Choudhary, IFS CCF (Central Assam Circle) & Activity Director (Plantation), APFBCS	Shri Anurag Singh, IFS Project Director, APFBC Society

Sd/-
Project Director
PMU, APFBC Society

Section-II Instructions to Bidders

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Section – II Instructions to Bidders

A. GENERAL

1. Introduction

- 1.1 In connection with the Notice Inviting Bids (NIB) for Procurement of Works **as specified in Section III: Bid Data Sheet (BDS)**, the Employer **as specified in the BDS**, has issued these Bidding Documents for Procurement of Works **as specified in Section V - Works Requirements**.
- 1.2 This Section provides the relevant information as well as instructions to assist prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Employer for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of award of contract.
- 1.3 Before preparing the bid and submitting the same to the Employer, the bidder should read and examine all the terms & conditions, instructions etc. contained in these Bidding Documents. Failure to provide required information or to comply with the instructions incorporated in these Bidding Documents may result in rejection of bids submitted by bidders.
- 1.4 The Bidder, at its own responsibility and risk is encouraged to visit and examine Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Bidder's own expense.
- 1.5 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing and submission of its bid and subsequently processing the same. The Employer shall, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the bidding process.
- 1.6 The successful Bidder will be expected to complete the assigned works by the intended Completion Date as provided **in the BDS**.

2. Language of Bids

- 2.1 Bid submitted by the bidder and all subsequent correspondences and documents relating to the bid exchanged between the Bidder and the Employer, shall be written in English language. However, the language of any printed literature furnished by the Bidder in connection with its bid may be written in any other language, provided the same is accompanied by a self-certified English translation and, for purposes of interpretation of the bid, the English translation shall prevail.

3. Code of Integrity

- 3.1 The Employer and all officers or employees of the Employer, whether involved in the procurement process or otherwise, or Bidders and their representatives or consultants or service providers participating in a procurement process or other persons involved,

directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.

3.2 Govt. of Assam prescribes to the Employer and Bidders to uphold the Code of Integrity, which prohibits officers or employees of Employer or a person participating in a procurement process the following:

- (i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- (ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (iii) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (iv) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- (v) any financial or business transactions between the bidder and any officer or employee of the Procuring Entity, who are directly or indirectly related to tender or execution process of contract;
- (vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (vii) any obstruction of any investigation or audit of a procurement process;
- (viii) making false declaration or providing false information for participation in—
 - a) tender process or to secure a contract;
 - b) disclosure of Conflict of Interest;
 - c) disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other Procuring Entity.

3.3 In case of any breach of the Code of Integrity by a bidder or a prospective bidder, as the case may be, the Employer after giving a reasonable opportunity of being heard, may take appropriate measures including—

- (i) exclusion of the bidder from the procurement process;
- (ii) calling off of pre-contract negotiations and forfeiture or encashment of bid security;
- (iii) forfeiture or encashment of any other security or bond relating to procurement;
- (iv) recovery of payments made by the Employer along with interest thereon at

bank rate;

- (v) cancellation of the relevant contract and recovery of compensation for loss incurred by the Employer;
- (vi) debarment of the bidder from participation in any future procurements of any Procuring Entity for a period not exceeding three years

4. Conflict of Interest

- 4.1 Conflict of Interest for a Procuring Entity or its personnel and Bidders is considered to be a situation in which a party has interests that could improperly influence the performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- 4.2 Govt. of Assam describes the situations in which a Procuring Entity or its personnel may be considered to be in Conflict of Interest include, but are not limited to the following-
 - (i) Conflict of Interest occurs when the private interests of a Procuring Entity or its personnel, such as personal, non-official, extra- professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official;
 - (ii) within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Procuring Entity, employment after retirement from service or of relatives or the receipt of a gift that may place the Procuring Entity or its personnel in a position of obligation;
 - (iii) Conflict of Interest also includes the use of assets of the Procuring Entity including human, financial and material assets, or the use of the office of the procuring entity or knowledge gained from official functions for private gain or to prejudice the position of someone the Procuring Entity or its personnel does not favour;
 - (iv) Conflict of Interest may also arise in situations where the Procuring Entity or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends or someone they favour, to benefit directly or indirectly from the decision or action of the Procuring Entity;
- 4.3 The situations in which bidders participating in a procurement process or their representatives may be considered to be in Conflict of Interest include, but are not limited to the following-
 - a) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Procuring Entity that are directly or indirectly involved in or related to the procurement

process or execution of contract;

- b) If they receive or have received any direct or indirect subsidy from any other bidder;
 - c) If they have the same legal representative for purposes of the bid;
 - d) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another;
 - e) If they participate in more than one bid in the same bidding process;
 - f) If they have controlling partners in common;
 - g) If a bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in anyway;
- 4.4 In the 'Letter of Bid' to be submitted by the bidder, as per format given in "Section VI - Bidding Forms", all bidders shall provide a signed statement that the bidder is neither associated nor has been associated directly or indirectly with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract;
- 4.5 In case of a holding company having more than one independent unit or more than one unit having common business ownership or management, only one unit shall be allowed to submit bid or quote to prevent any conflict of interest. Similar restrictions shall apply to closely related sister or subsidiary companies. Such bidders must proactively declare such sister or subsidiary company or common business or management units in similar lines of business;

5. Eligible Bidders

- 5.1 Bidder shall be a natural person, private entity, government-owned entity or, any combination of these having a formal intent and legal competency to enter into an agreement or contract and are registered under respective Act and Jurisdiction in India or any other country with which India has not banned trade relations.
- 5.2 The bidder should fulfil the registration requirement **as specified in the BDS**.
- 5.3 Bidder should not have a Conflict of Interest as prescribed and specified in ITB Para 4, which materially affects fair competition.
- 5.4 In addition, any bidder participating in the procurement process shall–
- (i) have fulfilled his obligation to pay all such taxes as payable to the Central Government or the State Government or any local authority;
 - (ii) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs

administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;

(iii) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

(iv) not be debarred by any Procuring Entity under the State Government, the Central Government, Autonomous body, Authority by whatever name called under them.

5.5 In the 'Letter of Bid' to be submitted by the bidder, **as per format given in Section VI - Bidding Forms**, all bidders shall provide an Affidavit that the bidder fulfils the eligibility requirements given in ITB Para 5.4;

6. Bidders' Qualification

6.1 Bidders should substantially meet the qualification criteria as stipulated in the **Section IV- Evaluation and Qualification Criteria**.

6.2 Bidders should fill and submit the Forms provided in **Section VI - Bidding Forms** to provide relevant information and documents in support of fulfilment of bidder's qualification, along with its bid.

B. BIDDING DOCUMENTS

7. Content of Bidding Documents

7.1 The Bidding Documents include the following Sections, which should be read in conjunction with any Amendment issued in accordance with ITB Para10.

- Section I Notice Inviting Bids (NIB)
- Section II Instructions to Bidders (ITB)
- Section III Bid Data Sheet
- Section IV Evaluation and Qualification Criteria
- Section V Works Requirements
- Section VI Bidding Forms
- Section VII General Conditions of Contract (GCC)
- Section VIII Special Conditions of Contract (SCC)
- Section IX Contract Forms

7.2 Unless downloaded directly from the e-Procurement portal i.e.

<http://assamtenders.gov.in> Procuring Entity shall not be responsible for the correctness of the Bidding Documents, responses to requests for clarification, the Minutes of the Pre-bid meeting, if any, or Amendment(s) to the Bidding Documents in accordance with ITB Para 10.

- 7.3 Bidders are expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

8. Clarifications of Bidding Documents and Site Visits

- 8.1 A Bidder requiring any clarification of the Bidding Documents shall submit their queries using the clarification tab of the eProcurement portal within the date and time indicated in the critical date section. The Procuring Entity will upload responses to such queries, provided that the queries are received before the date and time indicated in the critical date section or prior to the date and time as scheduled for pre-bid meeting.
- 8.2 The Procuring Entity shall also promptly publish brief description of the query but without identifying its source and its response on e-Procurement portal.
- 8.3 Should the clarification result in changes to the essential elements of the Bidding Documents, the Procuring Entity shall amend the Bidding Documents following the procedure given under ITB Para 10.
- 8.4 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 8.5 The bidder shall identify the source of all the construction materials and shall satisfy itself about availability of the same complying with the requirements of quantity as specified in the respective clauses of specifications prior to submission of the bids. No claim shall be entertained on the plea of non-availability of materials and involvement of extra leads during course of execution at any circumstances.
- 8.6 The Bidder and any of its personnel or agents will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Procuring Entity and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

9. Pre-Bid Meeting

- 9.1 In order to provide response to any doubt regarding Bidding Documents or to clarify issues, a pre-bid meeting may be scheduled, **if specified in the BDS**.

10. Amendments to Bid Documents

- 10.1 At any time prior to the deadline for submission of bids, the Procuring Entity may, pursuant to ITB Para 8 and 9 and for any reason deemed fit by it, amend or modify the Bidding Documents by issuing Amendment(s).
- 10.2 Such Amendment(s) will be published on e-Procurement portal and the same shall be binding on all prospective Bidders.
- 10.3 In order to give reasonable time to prospective bidders to take necessary action in preparing their bids, the Procuring Entity may, at its discretion extend the deadline for the submission of bids and other allied time frames, which are linked with that deadline.
- 10.4 Any bidder who has downloaded the Bidding Documents should check the Amendment(s), if any, issued on the e-procurement portal. The Procuring Entity shall not be responsible in any manner if prospective Bidders miss any Amendment(s) published on e-Procurement portal.

C. PREPARATION OF BIDS

11. Documents Comprising the Bid

- 11.1 The bid shall be submitted online in Two covers (Technical and Financial) on the e-Procurement portal (<https://assamtenders.gov.in>) by the Bidder within due date & time and shall comprise the following:
 - i) Letter of Bid as per Form provided in Section VI – Bidding Forms;
 - ii) Power of Attorney for the Authorised Signatory of the Bid as per format given in Section VI – Bidding Forms
 - iii) Priced Bill of Quantities as per Form: Bill of Quantities, with ITB para 15;
 - iv) Bid Processing Fee as mentioned in the e-Procurement portal, with ITB 20;
 - v) Bid Security furnished in accordance with ITB Para 21;
 - vi) Duly filled Forms along with all attachments, as per Forms provided in Section VI - Bidding Forms;
 - vii) Self-attested copy of Income Tax Registration Certificate / PAN card;
 - viii) Self-attested copy of GSTIN registration;
 - ix) Any other document **as required in the BDS**;
 - x) An Undertaking from the bidders to the effect that they agree and abide by the clauses / conditions of Bidding Documents issued by the Employer and any amendment made there after.

12. Letter of Bid and Priced Bill of Quantities

- 12.1 The Letter of Bid and Priced Bill of Quantities shall be prepared as per the Forms provided in Section VI-Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

- 13.1 Unless otherwise **specified in BDS**, alternative bids shall not be considered.

14. Preparation of Bid

- 14.1 The Bidder shall prepare the Technical Bid comprising of all documents as mentioned in **ITB 11.1**. The bid shall be typed with all pages serially numbered. Corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are duly signed or initialed by the person signing the bid.
- 14.2 The Bidder shall submit both Technical and Price Bid online on the eProcurement portal under **two cover sections** within the due date and time for submission of Bid as per critical dates mentioned in the e-Procurement portal. In addition to the online submission, the Bidder shall have to submit the **hard copy of the Technical Bid**, including necessary original documents such as the original Power of Attorney (PoA), original Bank Guarantee against Bid Security (if any), etc., within the due date and time as mentioned in the critical dates on the e-Procurement portal. **Non-submission of the original hard copy of the Technical Bid shall lead to summary cancellation of the Bid.**
- 14.3 **Bidders while participating in a bid should submit price element(s) in financial bid only. Accordingly, all bidders are advised not to mention any price element(s) in the technical bid, else the offer shall be rejected as non-responsive.**
- 14.4 The bidding documents issued by the Procuring Entity in the e-Procurement portal (i.e., <http://assamtenders.gov.in>) will appear in the "Latest Active Tender". The Bidders/ Guest users can download the Bidding documents only after the due date & time of issue. The publication of the Bidding Document (i.e., Tender) will be for specific period till the due date for submission of bids after which the same will be removed from the list of "Latest Active Tender".
- 14.5 The bidder intending to participate in the bid is required to register in the e-Procurement portal. They are required to submit information about the bidder as sought in the portal. After successful authentication, bidder can participate in the online bidding process.
- 14.6 The Bidder is required to input their login credentials on the e-Procurement portal. The system will do a second stage authentication through the DSC login credentials.
- 14.7 The bidder can upload the technical bids in the technical cover in either ".pdf" or ".rar" format, as specified by the Procuring Entity at the time of tender creation.
- 14.8 The bidder can download the bidding document and undertake the necessary

preparatory work off-line and upload the completed bid at their convenience before due date and time for submission.

15. Bid Prices

- 15.1 The blank Price Bid in the form of BoQ should be downloaded from the e-Procurement portal i.e. <http://assamtenders.gov.in> and saved on Bidder's computer without changing the file name, otherwise price bid will not get uploaded at the time of bid submission. The Bidder should quote the prices in the respective fields before uploading it. Hardcopy of Price bid will not be accepted. Sample Price Bid/ BoQ may be seen at Section VI: Bidding Forms for reference only.
- 15.2 The BoQ should only be submitted online in the e-Procurement portal.
- 15.3 The contract shall be for the whole works as described in **Section V - Works Requirements** based on the priced Bill of Quantities (BoQ) submitted by the Bidder.
- 15.4 The Bidder shall fill the rates and prices and line-item total for all items (if applicable) of the works described in the Bill of Quantities, as identified in **Section VI - Bidding Forms**. Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Entity when executed and shall be deemed covered by the rates and prices for other items of works in the Bill of Quantities.
- 15.5 The price quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, **unless otherwise specified in the BDS**.
- 15.6 All duties, taxes / GST, and other levies payable by the Contractor under the Contract, shall be included in the rates and prices and the total bid price submitted by the Bidder.

16. Bid Currency

- 16.1 The bidders should submit its quote in Indian Rupees only.
- 16.2 Bids, where prices are quoted in any other currency shall be treated as non -responsive and rejected.

17. Documents establishing Bidder's Eligibility

- 17.1 To establish Bidder's eligibility in accordance with ITB Para 5, Bidders shall complete the Letter of Bid, and any other Form(s) included in Section VI: Bidding Forms.
- 17.2 The bidder's registration documents, in accordance with ITB Para 5.2 should be submitted by the bidders.

18. Documents establishing Bidder's Qualification

- 18.1 The documentary evidence of the Bidder's qualifications to perform the contract shall establish to the Employer's satisfaction that the Bidder meets each of the qualification criterion specified in **Section IV - Qualification and Evaluation Criteria**.
- 18.2 Bidders should submit all required information and documents, and fill all the forms as prescribed in **Section VI – Bidding Forms**.

19. Period of validity of Bids

- 19.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Employer in accordance with ITB Para 24.1. A bid valid for a shorter period shall be rejected by the Employer as non-responsive
- 19.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.
- 19.3 The Bidder who agrees to the extension of the period of validity of bids so requested by the Employer shall also extend the period of validity of bid securities submitted by them or submit new bid security to cover the extended period of validity of their bids. A bidder whose bid security is not extended or new bid securities not submitted shall be considered to have refused the request to extend the period of validity of its bids and rejected as non- responsive. The decision of Employer will be final and binding in this regard.

20. Bid Processing Fee

- 20.1 Bidders are required to submit Bid Processing Fee (Non-refundable) as indicated in the e-Procurement portal i.e. <http://assamtenders.gov.in>

21. Bid Security

- 21.1 The Bidder shall furnish as part of its bid, a bid security (Refundable) of the amount as **specified in BDS**.
- 21.2 Bidders belonging to Scheduled Caste (SC), Schedule Tribes (ST) Other Backward Classes (OBC) and any other class of bidders notified by government from time to time may deposit 50% of the stipulated amount of Bid Security, but, in such cases documentary proof regarding their caste issued by the competent authority must also be submitted along with the Bid.
- 21.3 The bid security shall be in any of the following forms at the Bidder's option:
- (a) Fixed Deposit Receipt (FDR) or Term Deposit Receipt (TDR) issued by Scheduled Bank in India; or
 - (b) Bank Guarantee issued by a Scheduled Bank in India; or
 - (c) Deposit through Digital mode **as specified in the BDS**; or
 - (d) Any other form **as specified in the BDS**
- 21.4 In case, bid security is submitted in form of Bank Guarantee, it should be submitted using the form provided in Section VI - Bidding Forms. The Bank Guarantee submitted as Bid Security shall be verified and confirmed from the competent authority of the

concerned issuing Bank.

- 21.5 The Bid Security must remain valid for forty-five(45) days beyond the original or extended validity period of the bid.
- 21.6 Any bid not accompanied by a Bid Security as specified in ITB Para 21.2 and 21.3; and not secured as indicated in para 21.5 shall be rejected by the Employer as non-responsive.
- 21.7 The bid security of a bidder lying with the Employer, if any, in respect of other bids awaiting decision shall not be adjusted towards bid security required under this Bidding Documents.
- 21.8 The bid security originally deposited by a Bidder may be taken into consideration, incase bids are re-invited, if found valid, if so **specified in the BDS**. Such Bidders are required to ascertain validity of bids for consideration in lieu of bid security required under this Bidding Documents.
- 21.9 The Bid Security of unsuccessful bidder shall be released within 15(fifteen) working days after signing of Agreement and deposit of performance security by the successful bidder.
- 21.10 The Bid Security of successful Bidder shall be released upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Para 40. As an alternative, the amount of Bid Security may be adjusted with the amount of performance security required from him or refunded if the successful bidder furnishes the full amount of performance security, if **provided in the BDS**.
- 21.11 In case Employer decides to cancel the procurement process, it shall return the bid security of all bidders after the decision to cancel procurement process.
- 21.12 The Bid Security of the bidder, who withdraws its bid prior to deadline for submission of bids, in case bid withdrawal is permitted, shall be returned after the opening of bids.
- 21.13 The Bid Security deposited by a Bidder shall be forfeited in the following cases:
- (a) when the bidder withdraws or modifies its bid after opening of bids;
 - (b) when the bidder does not deposit the required performance security within the specified period; and
 - (c) if the bidder breaches any provisions of Code of Integrity prescribed for bidders as per ITB Para3.

22. Format and Signing of Bids

- 22.1 Bidders are required to submit their bids online by logging into the eProcurement portal (<https://assamtenders.gov.in>) using their respective DSC (Digital Signature Certificate).
- 22.2 Only the person authorized through the Power of Attorney or other valid authorization (as applicable) shall sign the bid as per the prescribed format. This authorization shall consist of a written confirmation **as specified in the BDS** which shall be attached to

the Bid.

- 22.3 The bid can be submitted using any authorized user ID or digital signature certificate (DSC) of the bidder.
- 22.4 Any corrections in the bid, such as interlineations, erasures, or overwriting, shall be valid only if duly signed or initialed by the person signing the bid.

D. SUBMISSION AND OPENING OF BIDS

23. Sealing, Marking and Submission of Bids

- 23.1 Bidders may submit their original documents viz. original PoA, Bank Guarantee if any against bid security etc. and other requisite documents **as specified in the BDS** by post or by hand or drop in the box earmarked by the Procuring Entity.
- 23.2 In addition to the above, the bidder may also be required to prepare and submit one original set of technical bid if so **indicated in the BDS**.

24. Deadline for Submission of Bids

- 24.1 Bids must be received through e-Procurement Portal no later than the date and time indicated in **critical dates** in the e-Procurement portal.
- 24.2 In cases where the time and date for submission of bids is extended, an amendment to the Bidding Documents shall be issued in accordance with ITB Para 10.
- 24.3 The bidder can resubmit the technical and financial bid on the e-Procurement portal, till the deadline for submission of bids.

25. Late Bids

- 25.1 The Employer's officer authorized to receive the bids shall not receive any bid that is submitted personally by hand after the time and date fixed for submission of bids under any circumstances.
- 25.2 Any bid which arrives by post after the deadline for submission of bids shall be declared and marked as "Late" and returned unopened to the bidder by registered post.

26. Opening of Bids

- 26.1 Technical Bids submitted by the Bidders through e-Procurement Portal shall be opened by the Procuring Entity online on the date and time indicated in the critical dates section of the e-Procurement portal. The bidder can see the bid opening details / status by logging in to the e-Procurement portal, without being physically present for the opening of bids

E. EVALUATION AND COMPARISON OF BIDS

27. Confidentiality

- 27.1 Information relating to the evaluation of bids and recommendation of contract award,

shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communicated to all Bidders

- 27.2 Any effort by a Bidder to influence the Employer in the evaluation or contract award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding ITB Para 27.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.

28. Preliminary Examination of Bids

- 28.1 The Bid Evaluation Committee constituted by the Employer shall conduct a preliminary scrutiny of the opened bids at the beginning to assess the prima-facie responsiveness and record its findings thereof particularly in respect of the following:
- (a) that the bid is signed, as per the requirements listed in the Bidding Documents;
 - (b) that the bid has been sealed as per instructions in the Bidding Documents;
 - (c) the bid is valid for the period, specified in the Bidding Documents;
 - (d) that the bid is accompanied by due Bid security;
 - (e) that the bid is unconditional and that the bidder has agreed to give the required performance security; and
 - (f) whether any other conditions specified in the Bidding Documents are fulfilled.

29. Clarification of Bids

- 29.1 To facilitate the thorough examination, evaluation, comparison and qualification of the bids, the Bid Evaluation Committee may, at its discretion, ask any bidder through the e-Procurement Portal for clarification by a specific date regarding its bid specifically therein that if the bidder does not comply or respond by that date their bid shall be liable to be rejected. The request of the Committee for clarification and the response of the bidder thereto shall be only through the e-Procurement Portal. Depending on the outcome, such bids shall be ignored or considered further;
- 29.2 Any clarification submitted by a bidder with regard to its bid that is not in response to a request by the Committee specifically shall not be considered;
- 29.3 No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Committee in the evaluation of the financial bids;
- 29.4 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted under any circumstances;

- 29.5 All communication generated as above shall be included in the record of the procurement proceedings.

30. Immaterial Non-conformities in Bids

- 30.1 The Bid Evaluation Committee may waive non-conformities in the bid that do not constitute a material deviation, reservation or omission and deem the bid to be responsive;
- 30.2 The bid evaluation committee may request the bidder to submit necessary information or documents which are historical in nature like audited statements of accounts, tax clearance certificate and PAN within a reasonable period of time. However, if a document has been submitted which is unreadable / illegible, or if such document has been submitted partially, the Committee may seek the same for clarification. Failure of the bidder to comply with the request within the given time shall result in the rejection of its bid;
- 30.3 The Bid Evaluation Committee may rectify immaterial non-conformities or omissions on the basis of the information or documentation received from the bidder under ITB Para 30.2.

31. Determination of Responsiveness

- 31.1 The Bid Evaluation Committee constituted by the Employer shall determine the responsiveness of a bid to the Bidding Documents based on the contents of the bid submitted by the Bidder;
- 31.2 A bid shall be deemed to be substantially responsive if it meets the requirements of the Bidding Documents without any material deviation, reservation, or omission where:-
- (a) "deviation" is a departure from the requirements specified in the Bidding Documents
 - (b) "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) "omission" is the failure to submit part or all of the information or documentation required in the bidding documents.
- 31.3 A "material deviation, reservation, or omission" is one that,
- (a) If accepted, shall-
 - (i) effect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the Bidding Documents; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the rights of the Employer or the obligation of the Bidder under the proposed contract; or

- (b) if rectified shall unfairly affect the competitive position of other Bidders presenting responsive bids;
- 31.4 The Bid Evaluation Committee shall examine the technical aspects of the bid in particular to confirm that all requirements of Bidding Documents have been met without any material deviation, reservation or omission;
- 31.5 The Bid Evaluation Committee shall regard a bid as responsive if it conforms to all requirements set out in the Bidding Documents, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Bidding Documents, that is, there is no material deviation, or if it contains errors or oversights that can be corrected without any change in the substance of the bid;
- 31.6 Bids that are not responsive or contain any material deviation shall be rejected. Bids declared as non-responsive shall be excluded from any further evaluation.

32. Nonconformities, Errors and Omissions

- 32.1 Provided that a Bid is substantially responsive, the Bid Evaluation Committee may waive any nonconformities in the Bid.
- 32.2 Provided that a bid is substantially responsive, the Employer or authorized representative may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 32.3 Provided that a bid is substantially responsive, the Bid Evaluation Committee shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

33. Correction of Arithmetical Errors

- 33.1 Provided that the Bid is substantially responsive, the Bid Evaluation Committee shall correct arithmetical errors in the following cases, namely:
 - (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a calculation of the total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall

prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

- 33.2 If the price bid is ambiguous leading to two equally valid total price amounts, the bid shall be treated as non-responsive and rejected.
- 33.3 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB Para 33.1, shall result in the rejection of the Bid.

34. Subcontractors

- 34.1 **Unless otherwise stated** in the BDS, the Employer does not intend to execute any specific elements of the Works by sub-contractors selected in advance by the Employer
- 34.2 The Employer may permit subcontracting for certain specialized works as indicated in Section V. When subcontracting is permitted by the Employer, the specialized sub-contractor's experience shall be considered for evaluation. Section IV describes the qualification criteria for sub-contractors.
- 34.3 Bidders may propose sub contracting as **specified in the BDS**.

35. Evaluation of Bids

- 35.1 The Procuring Entity/ Evaluation Committee shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 35.2 To evaluate a Bid, the Procuring Entity/ Evaluation Committee shall consider the following:
- (a) the additional evaluation factors are **specified in Section IV - Evaluation and Qualification Criteria**
 - (b) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities.
- 35.3 If Bidders are allowed to quote separate prices for different Packages/Lots (contracts), the methodology to determine the lowest evaluated price of the Packages / Lot (contracts) combinations, including any discounts offered, shall be **as specified in BDS and in Section IV - Evaluation and Qualification Criteria**
- 35.4 If the bid of the lowest Evaluated Bidder is seriously unbalanced or, front loaded in the opinion of the Employer/ Evaluation Committee, the Employer/ Evaluation Committee may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer/ Evaluation Committee may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract

- 35.5 If a bid contains several items in the Bill of Quantities, which are unrealistically priced low in comparison to the estimate cost of Works / Schedule of Rates, and which cannot be substantiated by the bidder, the Employer/ Evaluation Committee may reject the bid as non- responsive.

36. Comparison of Bids

- 36.1 The Employer/ Evaluation Committee shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 35.2 to determine the lowest evaluated bid.
- 36.2 The additional criteria for comparison of bid prices of substantially responsive bids are specified in **Section IV - Evaluation and Qualification Criteria**

37. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

- 37.1 The Employer reserves the right to accept or reject any bid, and to cancel / annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the Bidders for which the Employer shall keep record of clear and logical reasons properly for any such action / recall of bidding process. In case of cancellation / annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. AWARD OF CONTRACT

38. Award of Contract

- 38.1 The Employer shall award the Contract to the Bidder whose bid has been accepted after evaluation of bids.
- 38.2 In the event if two or more bidders offering the same Bid Price, the Employer shall identify the bidder for award of contract on the basis of highest available bid capacity and complexity/volume of similar nature of works executed during any one of the last 5 years by the bidder as prime contractor as per the method **as described in Sub-Section C of Section IV – Evaluation and Qualification Criteria.**
- 38.3 The contract shall not be awarded to more than one bidder by splitting the work

39. Notification of Award

- 39.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the selected bidder in consideration of the execution of works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price")
- 39.2 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

- 39.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB Para 39.1, requests in writing the grounds on which its bid was not selected.

40. Performance Security

- 40.1 Within ten (10) working days of the receipt of Letter of Acceptance from the Employer, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using the Performance Security Form included in Section IX - Contract Forms, or another Form acceptable to the Employer.
- 40.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily provided the offered price is at par with the L1 price.
- 40.3 The validity of the performance security shall be for a period of 60 days beyond the contract period (including warranty and defect liability period).

41. Signing of Contract

- 41.1 Promptly after issuing Notification of Award the Employer shall send the successful Bidder the Contract Agreement
- 41.2 Within fifteen (15) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

Section III – Bid Data Sheet (BDS)

The following specific data for the works to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB

ITB Para Reference	Particulars
	A. General
ITB 1.1	The reference number of the Invitation for Bids (IFB) is: APFBC/PMU/Phase-II/RWAB/2025/397/11 The Employer is: Assam Project on Forest and Biodiversity Conservation Society (APFBCS), represented by the Project Director, PMU, APFBCS.
ITB 1.6	Works completion date: (03) months from the date of issue of the work order.
ITB 5.2	The bidders should fulfill the registration requirements stated below: The bidder must be registered with the Assam Public Works Department (APWD) as a Class 1(C) contractor, at a minimum, and must possess a valid registration certificate at the time of bid submission.
	B. Bidding Documents
ITB 9.1	<i>A Pre-Bid meeting shall take place at the following date, time and place:</i> Date: 16th October 2025. Time: 12:30 Hours IST Place: Aranya Bhawan, Panjabari, Guwahati – 781037 (Assam).
	C. Preparation of Bids
ITB 11.1 (viii)	The Bidder shall submit the following additional documents in its Bid: N/A.
ITB 13.1	Alternative Bids shall not be considered.
ITB 15.5	The price quoted by the bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account.
ITB 19.1	The bid validity period shall be 120 days . (Maximum 180 days)
ITB 21.1	Bid security/ EMD amount is Rs. 4.00 Lakh/- [<i>Rupees Four Lakh</i>]
ITB 21.3 (c)	Permitted
ITB 21.3 (d)	Other acceptable forms of Bid Security: N/A
ITB 21.8	In case bids are re-invited, the bid security originally deposited by a Bidder shall not be considered.

ITB 21.10	The bid security <i>shall not be</i> adjusted with the amount of performance security required from him. The bid security of successful bidder shall be refunded upon submission of the full amount of performance security by the successful bidder.		
ITB 22.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of:		
	Constitution of the Bidder	Signatory	Documentation
	Proprietorship	Proprietor	NA
	Partnership Firm	Any one of the Partner duly authorized by the partnership (Partners)	Declaration of Authorized Signatory
	Company	- Employee authorized as signatory vide duly executed Power of Attorney - Director or Key Officials (CEO, CFO & Company Secretary) duly authorized vide Board Resolution.	- Original Power of Attorney Document - Certified copy Board Resolution
	Society/Trust	- Employee authorized as signatory vide duly executed Power of Attorney - Trustee/Office Bearer	- Original Power of Attorney Document - Certified copy Executive Body Resolution
Format for Power of Attorney document given in “Section-VI: Bid Form”			
D. Submission and Opening of Bids			
ITB 23.1	The Bidder shall submit the following additional original documents in its Bid: N/A		
ITB 23.2	A hard copy of the technical bid is required and must be submitted to the employer's office before the bid submission deadline, i.e., 29 th October at 2:00 PM.		
E. Evaluation and Comparison of Bids			
ITB 34.1	The Employer <i>does not intend</i> to execute certain specific parts of the Works by sub-contractors selected in advance.		
ITB 34.2	The Procuring Entity <i>does not intend</i> to permit sub-contracting of specialized works.		
ITB 35.3	Bids will be evaluated for the entire scope of work as a single package.		

Section IV – Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate a bid and qualify the Bidders. in accordance with ITB 35 and 36, no other factors, methods or criteria shall be used. The Bidder shall provide all the information requested in the forms included in Section VI - Bidding Forms.

1. Evaluation - ITB 35.2(a)

In addition to the criteria listed in ITB 35.2 (a) - (b), the following criteria shall apply.

- a) Evaluation of the Bidder's Technical Bid will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in **Section V - Works Requirements**. Such an evaluation shall be based on the qualification criteria listed below.
- b) In the event that multiple bidders submit bids at the same quoted rate, the bidder with the higher cumulative value (in INR) of all completed works of similar nature (as defined in the eligibility criteria) over the last five (5) years shall be recommended for award of the contract.
- c) If two or more bidders have the same cumulative value of similar works, then the bidder with the higher average annual turnover during the last three (3) financial years shall be given preference.

2. Qualification Criteria:

A. Bidder should demonstrate that they fulfill the following qualification Criteria:

- a) The bidder should have achieved an average annual financial turnover of not less than **Rs. 3.00 Crore** during the last three (3) financial years FY: 2022-23, 2023-24 & 2024-25 (defined as billing for works in progress and completed in all classes of civil engineering construction works only). (Attach CA-certified copy of the average Annual Turnover for the last three financial years (i.e., FY 2022-23, FY 2023-24, and FY 2024-25)).
- b) The bidder (as well as its sub-contractor, if any) must be a profit-making entity for the last 3 (three) financial years **[2022-23, 2023-24 & 2024-25]**.
- c) The bidder should have satisfactorily completed, as a prime contractor, at least one similar work of value not less than **Rs. 1.00 Cr** within the last three (3) years. (Attach copies of work orders and completion certificates issued by Government, Public Sector organizations, or Multilateral Agencies for similar works completed within the last three (3) years).

Similar work” shall mean any civil or architectural renovation works involving buildings, including but not limited to facade refurbishment, interior upgrades, structural repairs, or other related improvement works.
- d) Deleted.
- e) Deleted.
- f) Deleted.
- g) Deleted
- h) The bidder should demonstrate that they have availability (either owned or leased or to be purchased) of the following critical equipment for this work: ***[insert list of critical equipment and their minimum number required]***

No.	Equipment Type and Characteristics	Minimum Number required
1		
2		
3	NOT APPLICABLE	
4		

- i) The bidder should have availability for this work, personnel with adequate qualification and experience as required below: ***[insert list of personnel (their position / specialization with required qualification and relevant work experience)]***

Item No.	Position/ Specialization	Relevant academic qualifications	Minimum years of relevant work experience
1	Project Manager	B.E./B.Tech in Civil Engineering (or Diploma with experience)	- Degree holder: 5 years - Diploma holder: 8 years
2	Electrical Engineer	B.E./B.Tech in Electrical Engineering (or Diploma)	- Degree holder: 3 years - Diploma holder: 5 years
3	Architect / Interior Designer	B.Arch or Diploma in Architecture / Interior Design	- 3–5 years in renovation/ interior works
4	Supervisor	Graduate (any discipline)	- 3 years in similar works

- j) The bidder shall have a credit facility of not less than **Rs. 80.00 lakh** or shall demonstrate possession of liquid assets of equivalent value, as certified by a Chartered Accountant.

The bidder should submit Credit line/Letter of Credit/Certificate from Its Banker for meeting the fund requirement for execution of works.

B. To qualify for a package of contracts made up of this contract (in case bids are invited for multiple packages), bidder should demonstrate having experience and resources sufficiently to meet the qualification criteria for the contracts.

C. In case bids are invited in multiple lots, the bid capacity shall be assessed as follows:
The Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

Assessed Available Bid Capacity = (A X N X 2 - B) (Ref. ITB Para 35.3)

Where

A= Maximum value of civil Engineering works executed in any single year during the last five years (updated to the price level of the financial year _____ @5% per year indicated taking into account the completed as well as works in progress.

N= Number of years prescribed for completion of the works for which bids are invited (period of 6 months to be taken as (1/2) half-year and more than six months as one year)

B= Value, at the current price level, of the existing commitments on on-going works to be completed during the period of completion of the works for which bids are invited).

Note: The Statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer-in-Charge, not below the rank of an Executive Engineer or equivalent.

Section V – Works Requirements

Name of Work: Renovation of Aranya Bhawan, Guwahati, Assam

1.1 Preamble

These Specifications cover the items of work in structural and non-structural parts of the Works coming under purview of this document. All work shall be carried out in conformation with this. In general, provisions of CPWD Specifications 2019, and other national standards have been followed. These Specifications are not intended to cover the minute details. All Civil, Electrical & Plumbing work shall be executed in accordance with the aforesaid specifications incorporating best modern practices. All codes and standards referred to in these Specifications shall be the latest revision thereof.

0.0 GENERAL

0.0 Reference mentioned herein shall be applicable to all sections to the extent the context permits and are intended to supplement the provisions in the particular section. In case of any discrepancy/ deviation, the provisions in the particular section shall take precedence.

0.1 The rates for all items of work unless clearly specified otherwise shall include cost of all labour, materials and other inputs involved in the execution of the items.

0.2 FLOOR AND LEVELS

0.2.1 Building

0.2.1.1 Floor 1 is the lowest floor above the ground level in the building unless otherwise specified in a particular case. The floors above floor 1 shall be numbered in sequence as floor 2, floor 3 and so on. The number shall increase upwards.

0.2.1.2 Floor level: For floor 1, top level of finished floor shall be the floor level and for all other floors above floor 1, top level of the structural slabs shall be the floor level.

0.2.1.3 Plinth level: Floor 1 level or 1.2 m above the ground level whichever is lower shall be the plinth level.

0.3 MATERIALS

0.3.1 Samples of all materials to be used on the work shall be got approved by the contractor from the Engineer-in-Charge well in time. The approved samples duly authenticated and sealed shall be kept in the custody of the Engineer-in-Charge till the completion of the work. All materials to be provided by the contractor shall be brand new and as per the samples approved by the Engineer-in-Charge.

0.3.2 Materials obtained by the contractor from the sources approved by the Department shall be subjected to the Mandatory tests. Where such materials do not conform to the relevant specifications, the matter shall be taken up by the Engineer-in-Charge for appropriate action against the defaulters. In all such cases, necessary documents in original and proof of payment relating to the procurement of materials shall be made available by the contractor to the Engineer-in-Charge.

0.3.3 Samples, whether submitted for approval to govern bulk supplies or required for testing before use and also the sample of materials bearing 'Standard mark,' if required for testing, shall be provided free of cost by the contractor. All other incidental expenditure to be incurred for testing of samples e.g. packaging, sealing transportation, loading, unloading etc. except testing charges shall be borne by the contractor.

0.3.4 The materials, supplied by the Department shall be deemed to be complying with the specifications.

0.3.5 Materials stored at site, depending upon the individual characteristics, shall be protected from atmospheric effects due to rain, sun, wind and moisture to avoid deterioration.

0.0.1 Materials like timber, paints etc. shall be stored in such a way that there may not be any possibility of fire hazards. Inflammable materials and explosives shall be stored in accordance with the relevant rules and regulations or as approved by Engineer-in-Charge in writing so as to ensure desired safety during storage.

0.1 SAFETY IN CONSTRUCTION

0.1.1 The contractor shall employ only such methods of construction, tools and plant as are appropriate for the type of work or as approved by Engineer-in-Charge in writing.

1.0 CARRIAGE OF MATERIALS

1.0 GENERAL

The carriage and stacking of materials shall be done as directed by the Engineer-in- Charge. Any tools and plants, required for the work shall be arranged by the Contractor. The carriage of materials includes loading within a lead of 50 metres, unloading and stacking within a lead of 50 metres.

1.1 RESPONSIBILITY FOR LOSS OR DAMAGE

Loading, carriage, unloading and stacking shall be done carefully to avoid loss or damage to the materials. In case of any loss or damage, recovery shall be effected from the Contractor at twice the Departmental issue rates of the materials. If the departmental issue rates of the materials are not available then the recovery shall be effected at twice the prevailing market rates as determined by the Engineer-in-Charge.

1.4 GENERAL CONSIDERATION FOR STACKING AND STORAGE

1.4.1 Planning of Storage Layout

For any site, there should be proper planning of the layout for stacking and storage of different materials, components and equipments with proper access and proper manoeuvrability of the vehicles carrying the material. While planning the layout, the requirements of various materials, components and equipments at different stages of construction shall be considered. For further details refer IS- 4082.

1.4.2 Material shall be stored in such a manner as to prevent deterioration or intrusion of foreign matter and to ensure the preservation of their quality and fitness for the work.

1.5 PROTECTION AGAINST ATMOSPHERIC AGENCIES

Materials stored at site, depending upon the individual characteristics, shall be protected from atmospheric actions, such as rain, sun, winds and moisture to avoid deterioration.

1.6 PROTECTION AGAINST FIRE AND OTHER HAZARDS

1.6.1 Materials like timber, coal, paints, etc. shall be stored in such a way that there may not be any possibility of fire hazards. Inflammable materials like kerosene and petrol, shall be stored in accordance with the relevant rules and regulations so as to ensure the desired safety during storage. Stacks shall not be piled so high as to make them unstable under fire fighting conditions and in general they shall not

be more than 4.5 m in height. The provisions given in IS 13416 (part 5) shall be followed.

1.7 STACKING AND STORAGE OF MATERIALS

1.7.1 Cement

1.7.1.1 In case cement is received in bags. Cement shall be stored at the work site in a building or a shed which is dry, leakproof and as moisture proof as possible. The building or shed for storage should have minimum number of windows and close fitting doors and these should be kept closed as far as possible.

1.7.1.2 Cement shall be stored and stacked in bags and shall be kept free from the possibility of any dampness or moisture coming in contact with them. Cement bags shall be stacked off the floor on wooden planks in such a way as to keep about 150 mm to 200 mm clear above the floor. The floor may comprise of lean cement concrete or two layers of dry bricks laid on well consolidated earth. A space of 600 mm minimum shall be left around between the exterior walls and the stacks.

In the stacks the cement bags shall be kept close together to reduce circulation of air as much as possible. Owing to pressure on the bottom layer of bags sometimes 'warehouse pack' is developed in these bags. This can be removed easily by rolling the bags when the cement is taken out for use. Lumped bags, if any should be removed and disposed off.

1.7.1.3 The height of stack shall not be more than 10 bags to prevent the possibility of lumping up under pressure. The width of the stack shall be not more than four bags length or 3 metres. In stacks more than 8 bags high, the cement bags shall be arranged alternately length-wise and cross-wise so as to tie the stacks together and minimize the danger of topping over. Cement bags shall be stacked in a manner to facilitate their removal and use in the order in which they are received; a label showing date of receipt of cement shall be put on each stack to know the age of cement.

1.7.1.4 For extra safety during the monsoon, or when it is expected to store for an unusually long period, the stack shall be completely enclosed by a water proofing membrane such as polyethylene, which shall close on the top of the stack. Care shall be taken to see that the waterproofing membrane is not damaged any time during use.

1.7.1.5 Cement in gunny bags, paper bags and polyethylene bags shall be stored separately.

1.7.2 In case cement is received in drums

These shall be stored on plane level ground, as far as possible near the concrete mixing place. After taking out the required quantity of cement, the lid of the drum shall be securely tied to prevent ingress of moisture.

1.7.3 In case cement is received in silos

The silos shall be placed near the concrete batching plant. Proper access shall be provided for the replacement of silos.

1.7.4 Different types of cements shall be stacked and stored separately.

1.8 BRICKS

1.8.1 Bricks shall be stacked in regular tiers as and when they are unloaded to minimize breakage and defacement. These shall not be dumped at site.

1.8.2 Bricks stacks shall be placed close to the site of work so that least effort is required to unload

and transport the bricks again by loading on pallets or in barrows. Building bricks shall be loaded or unloaded a pair at a time unless palletized. Unloading of building bricks or handling in any other way likely to damage the corners or edges or other parts of bricks shall not be permitted.

1.8.3 Bricks shall be stacked on dry firm ground. For proper inspection of quality and ease in counting the stacks shall be 50 bricks long, 10 bricks high and not more than 4 bricks in width, the bricks being placed on edge, two at a time along the width of the stack. Clear distance between adjacent stacks shall not be less than 0.8 m. Bricks of each truck load shall be put in one stack.

1.8.4 Bricks of different types, such as clay bricks, clay fly ash bricks, fly ash lime bricks, sand lime (calcium silicate) bricks, auto-clave bricks etc. shall be stacked separately. Bricks of different classification and size consideration (such as, conventional and modular) shall be stacked separately. Also bricks of different types, such as, solid, hollow and perforated shall be stacked separately.

1.9 BLOCKS

1.9.1 Blocks are available as hollow and solid concrete blocks, hollow and solid light weight concrete blocks, autoclaved aerated concrete blocks, concrete stone masonry blocks and soil-based blocks.

1.9.2 Blocks shall be unloaded one at a time and stacked in regular tiers to minimize breakage and defacement. These shall not be dumped at site. The height of the stack shall not be more than 1.2 m. The length of the stack shall not be more than 3.0 m, as far as possible and the width shall be of two or three blocks.

1.9.3 Normally blocks cured for 28 days only should be received at site. In case blocks cured for less than 28 days are received, these shall be stacked separately. All blocks should be water cured for 10 to 14 days and air cured for another 15 days; thus no blocks with less than 28 days curing shall be used in building construction.

1.9.4 Blocks shall be placed close to the site of work so that least effort is required for their transportation.

1.9.5 Blocks manufactured at site shall be stacked at least for required minimum curing period as given in 1.9.3.

1.9.6 The date of manufacture of the blocks shall be suitably marked on the stacks of blocks manufactured at factory or site.

1.10 FLOOR, WALL AND ROOF TILES

1.10.1 Floor, wall and clay roof tiles of different types, such as, cement concrete tiles (plain, coloured and terrazzo) and ceramic tiles (glazed and unglazed) shall be stacked on regular platform as far as possible under cover in proper layers and in tiers and they shall not be dumped in heaps. In the stack, the tiles shall be so placed that the mould surface of one faces that of another. Height of the stack shall not be more than one metre. During unloading, these shall be handled carefully so as to avoid breakage.

1.10.2 Tiles of different quality, size and thickness shall be stacked separately to facilitate easy removal for use in work. Tiles when supplied by manufacturers packed in wooden crates, shall be stored in crates. The crates shall be opened one at a time as and when required for use.

1.10.3 Ceramic tiles and clay roof tiles are generally supplied in cartons which shall be handled with care. It is preferable to transport these at the site on platform trolleys.

1.11 AGGREGATES

1.11.1 Aggregates shall be stored at site on a hard dry and level patch of ground. If such a surface is not available, a platform of planks or old corrugated iron sheets, or a floor of bricks, or a thin layer of lean concrete shall be made so as to prevent contamination with clay, dust, vegetable and other foreign matter.

1.11.2 Stacks of fine and coarse aggregates shall be kept in separate stock piles sufficiently removed from each other to prevent the material at the edges of the piles from getting intermixed. On a large job, it is desirable to construct dividing walls to give each type of aggregates its own compartment. Fine aggregates shall be stacked in a place where loss due to the effect of wind is minimum.

TECHNICAL SPECIFICATIONS

CIVIL WORKS

SI No	DSR No.	Description of Items	Qty	Unit
1	5.3	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases above plinth level up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement with 1:1.5:3 (1 cement : 1.5 coarse sand(zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources).	5.850	cum
2	5.9.5	Centering and shuttering including strutting, propping etc. and removal of form for Lintels, beams, plinth beams, girders, bressumers and cantilevers	31.200	sqm
3	5.22	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level. 5.22A.6 Thermo-Mechanically Treated bars of grade Fe-500D or more.	230.256	kg
4	8.32	Designing, fabricating, testing, installing and fixing in position Curtain Wall with Aluminium Composite Panel Cladding, with open grooves for linear as well as curvilinear portions of the building , for all heights and all levels etc. including: (a) Structural analysis & design and preparation of shop drawings for pressure equalisation or rain screen principle as required, proper drainage of water to make it watertight including checking of all the structural and functional design. (b) Providing, fabricating and supplying and fixing panels of aluminium composite panel cladding in pan shape in metallic colour of approved shades made out of 4mm thick aluminium composite panel material consisting of 3mm thick FR grade mineral core sandwiched between two Aluminium sheets (each 0.5mm thick). The aluminium composite panel cladding sheet shall be coil coated, with Kynar 500 based PVDF / Lumiflon based fluoropolymer resin coating of approved colour and shade on face # 1 and polymer (Service) coating on face # 2 as specified using stainless steel screws, nuts, bolts, washers, cleats, weather silicone sealant, backer rods etc.	468.000	sqm

		(c) The fastening brackets of Aluminium alloy 6005 T5 / MS with Hot Dip Galvanised with serrations and serrated washers to arrest the wind load movement, fasteners, SS 316 Pins and anchor bolts of approved make in SS 316, Nylon separators to prevent bi-metallic contacts all complete required to perform as per specification and drawing The item includes cost of all material & labour component, the cost of all mock ups at site, cost of all samples of the individual components for testing in an approved laboratory, field tests on the assembled working curtain wall with aluminium composite panel cladding, cleaning and protection of the curtain wall with aluminium composite panel cladding till the handing over of the building for occupation. Base frame work for ACP cladding is payable under the relevant aluminium item.s The Contractor shall provide curtain wall with aluminium composite panel cladding, having all the performance characteristics all complete , as per the Architectural drawings, as per item description, as specified, as per the approved shop drawings and as directed by the Engineer-in-Charge. However, for the purpose of payment, only the actual area on the external face of the curtain wall with Aluminum Composite Panel Cladding (including width of groove) shall be measured in sqm. up to two decimal places.		
5	9.48	Providing and fixing M.S. grills of required pattern in frames of windows etc. with M.S. flats, square or round bars etc. including priming coat with approved steel primer all complete. 9.48.1 Fixed to steel windows by welding	550.000	kg
6	10.16	Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete. 10.16.1 Hot finished welded type tubes	11439.800	kg
7	12.1	Providing corrugated G.S. sheet roofing including vertical / curved surface fixed with polymer coated J or L hooks, bolts and nuts 8 mm diameter with bitumen and G.I. limpet washers or with G.I. limpet washers filled with white lead, including a coat of approved steel primer and two coats of approved paint on overlapping of sheets complete (up to any pitch in horizontal/ vertical or curved surfaces), excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required. 12.1.1 1.00 mm thick with zinc coating not less than 275 gm/m ²	1005.300	sqm

8	12.51.1	Providing and fixing precoated galvanised steel sheet roofing accessories 0.50 mm (+0.05 %) total coated thickness, Zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns using self drilling/ self tapping screws complete : 12.51.1 Ridges plain (500 - 600mm)	200.000	Rm
9	12.51.6	Providing and fixing precoated galvanised steel sheet roofing accessories 0.50 mm (+0.05 %) total coated thickness, Zinc coating 120 grams per sqm as per IS: 277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns using self drilling/ self tapping screws complete : 12.51.6 Gutter (600 mm over all girth)	200.000	Rm
10	13.1	12 mm cement plaster of mix : 13.1.1 1:4 (1 cement: 4 fine sand)	1873.800	sqm
11	13.8	15 mm cement plaster on rough side of single or half brick wall finished with a floating coat of neat cement of mix : 13.8.1 1:3 (1 cement: 3 fine sand)	115.200	sqm
12	13.12	18 mm cement plaster in two coats under layer 12 mm thick cement plaster 1:5 (1 cement : 5 coarse sand) and a top layer 6 mm thick cement plaster 1:3 (1 cement : 3 coarse sand) finished rough with sponge.	666.000	sqm
13	11.45	Providing and laying 500x500x40 mm thick Turf paver (Turf pave XD) on 150 mm thick sub grade of compacted bed of 20 mm thick nominal size stone aggregate and base course and filling with 150 mm thick jamuna sand, including spreading, well ramming, consolidating and finishing smooth etc. all complete as per direction of Engineer-in-charge.	433.800	sqm
14	13.43	Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface : 13.43.1 Water thinnable cement primer	2955.600	sqm
15	13.46	Finishing walls with Acrylic Smooth exterior paint of required shade : 13.46.1 New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm)- Weather proof	2955.600	sqm
16	13.50	Applying priming coat: 13.50.3 With ready mixed red oxide zinc chromate primer of approved brand and manufacture on steel galvanised iron/ steel works	2554.000	sqm
17	13.52	Finishing with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's specifications including appropriate priming coat, preparation of surface, etc. complete. 13.52.1 On steel work	589.000	sqm

18	13.53	Painting on G.S. sheet with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade :13.53.1 New work (two or more coats) including a coat of approved steel primer but excluding a coat of mordant solution	1965.000	sqm
19	13.54	Applying a coat of mordant solution on G.S. sheet: 13.54.1 With a solution of 38 gms of copper acetate in a litre of soft water	1965.000	sqm
20	13.80	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	2955.600	sqm
21	13.91	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	2955.600	sqm
22	14.72	Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to seven story height made with 40 mm dia M.S. tube 1.5 m centre to centre, horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube challies, M.S. clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it there after .The scaffolding system shall be stiffened with bracings, runners, connection with the building etc wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Engineer in-charge .The elevational area of the scaffolding shall be measured for payment purpose .The payment will be made once irrespective of duration of scaffolding.	2952.000	sqm
23	16.69	Providing and laying at or near ground level factory made kerb stone of M-25 grade cement concrete in position to the required line, level and curvature, jointed with cement mortar 1:3 (1 cement: 3 coarse sand), including making joints with or without grooves (thickness of joints except at sharp curve shall not to more than 5mm), including making drainage opening wherever required complete etc. as per direction of Engineer-in-charge (length of finished kerb edging shall be measured for payment). (Precast C.C. kerb stone shall be approved by Engineer-in-charge).	5.700	cum

24	16.86	Providing and laying gang saw cut 18 mm thick, mirror polished pre moulded and pre polished machine cut granite stone of required size and shape of approved shade, colour and texture in footpath, flooring cut granite stone of required size and shape of approved shade, colour and texture in footpath, flooring in road side plazas and similar locations, laid over 20mm thick base of cement mortar 1:4 (1cement : 4 coarse sand) including grouting the joints with white cement mixed with matching pigment, epoxy touch ups etc. complete as per direction of Engineer-in-Charge. 16.86.1 With granite stone of area less than 0.50 sqm.	25.000	sqm
25	16.91	Providing and laying factory made chamfered edge Cement Concrete paver blocks in footpath, parks, lawns, drive ways or light traffic parking etc, of required strength, thickness & size/ shape, made by table vibratory method using PU mould, laid in required colour & pattern over 50mm thick compacted bed of sand, compacting and proper embedding/laying of inter locking paver blocks into the sand bedding layer through vibratory compaction by using plate vibrator, filling the joints with sand and cutting of paver blocks as per required size and pattern, finishing and sweeping extra sand. complete all as per direction of Engineer-in-Charge. 18.91.2 80 mm thick C.C. paver block of M-30 grade with approved color design and pattern.	1751.200	sqm
26	RA02	Supplying and Fixing of Acrylic Sign Board as spcified in the drawings in accordance with the Architects Instructions and as specified and directed.	3.510	sqm
27	RA04	Designing, fabricating, installing of Soffit ceiling wooden finished	557.621	sqm
28	RA05	Designing, fabricating, installing of Fenesta make Aluminium windows	1.000	Lot
29	RA07	Providing and fixing of 20W solar street lights with 18Ah battery	20.000	each

Electrical Works				
SI No	Item No	Description of Item	Unit	Quantity
PART-A. SCHEDULE ITEMS				
1.	1.10	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed medium class PVC conduit, with modular switch, modular plate, suitable GI box and earthing the point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable etc. as required.		
	1.10.3	Group C	Point	20.00
2.	1.4	Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed medium class PVC conduit as required.		
	1.14.1	2 X 1.5 sq. mm + 1 X 1.5 sq. mm earth wire	Metre	500.00
3.	1.22	Supplying and fixing metal box of following sizes (normal) on surface or recess with suitable size of phenolic laminated sheet cover in front including painting etc. as required.		
	1.22.5	180 mm x 100 mm x 60 mm deep	Each	7.00
4.	1.24	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.		
	1.24.1	5/6 A switch	Each	20.00
	1.24.4	3 pin 5/6 A socket outlet	Each	5.00
5.	1.26	Supplying and fixing modular blanking plate on the existing modular plate & switch box excluding modular plate as required.	Each	4.00
6.	1.32	Supplying and fixing suitable size GI box with modular plate and cover in front on surface or in recess, including providing and fixing 6 pin 5/6 & 15/16 A modular socket outlet and 15/16 A modular switch, connections etc. as required.	Each	5.00
8.	2826	40mm Dia, G. I. Pipe (medium class)	Metre	60.00
B- NON-SCHEDULE ITEMS				
9.	Market Rate	Supplying, installation, testing and commissioning of the outdoor pole light of Pole Height - 3m, 2x 20W LED, 4000K as required and as directed by the department.	Each	10.00
10.	Market Rate	Supplying, installation, testing and commissioning of the Pluto (Black, Built-In LED) Garden Bollard, 9W, 3000K Dimension- H80 x L20.3 x W20.3 CM as required and as directed by the department.	Each	6.00
11.	Market Rate	Supplying, installation, testing and commissioning of the Nola (Built-In LED Wall Washer) Wall Light (IP65 Rated) 20W, 3000K Dimension- H10.2 x L10.2x W10.2 CM as required and as directed by the department.	Each	8.00
12.	Market Rate	Supplying, installation, testing and commissioning of the Surface mounted Downlighter, 8W 4000K, IP65 as required and as directed by the department.	Each	18.00
13.	Market Rate	Installation of glove light on boundary wall in including making good the damage, connection, testing, commissioning etc. as required.	Each	18.00
14.	Market Rate	Electronic Access to Aranya Bhawan	LS	1

Horticulture Works				
SI No	DSR No.	Description of Items	Qty	Unit
1	6.1	Providing and stacking of Alpinia Variegated (three in one) having ht. 30 cm and above, with fresh and healthy variegated foliage in 25 cm size of Earthen Pot/Plastic Pot & as per direction of the officer-in-charge.	50.000	each
2	6.14	Providing and stacking of Euphorbia milli hybrid variety, having ht. 30 cm to 45 cm with multi branch, full bloom, fresh and healthy leaves in 30 cm size of Earthen Pot/Plastic Pot & as per direction of the officer-in-charge.	50.000	each
3	7.44	Providing and stacking of Foxtail palm of ht. 240-270 cm bottom girth 35 40 cm well developed in big size HDPE bags as per direction of the officer-in-charge.	20.000	each
4	7.77	Providing and stacking of Polyalthia pendula (Ashok Pendula) of height 180-195 cm. in gunny bag of size 30 cm as per direction of the officer-in-charge.	20.000	each
5	7.90	Providing and stacking of Washingtonia filifea palm stem ht. 120-135 cm with 8-10 healthy leaves lush green leaves well developed in big size HDPE Bags as per direction of the officer-in-charge.	5.000	each

Security Room-1				
Sl. No	Item No	Description of Item	Unit	Quantity
1	2.6.1	Earth work in excavation by mechanical means (Hydraulic excavator)/ manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead up to 50 m and lift up to 1.5 m, as directed by Engineer-in charge. 2.6.1 All kinds of soil	Cum	9.02
2	2.26	Extra for every additional lift of 1.5 m or part thereof in excavation / banking excavated or stacked materials. 2.26.1 All kinds of soil (for 1.5-3.0mtrs)	Cum	0.85
3	2.25	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	Cum	8.06
4	2.35.3	Treatment of soil under existing floors using chemical emulsion @ one litre per hole, 300 mm apart including drilling 12 mm diameter holes and plugging with cement mortar 1 :2 (1 cement: 2 Coarse sand) to match the existing floor: 2.35.3.1 With Chlorpyriphos/Lindane E.C. 20% with 1% concentration	Sqm	4.00
5	2.27	Supplying and filling in plinth with sand under floors, including watering, ramming, consolidating and dressing complete.	Cum	1.35
6	11.2	Brick Soling: Dry brick on edge flooring in required pattern with bricks of class designation 7.5 on a bed of 12 mm mud mortar, including filling joints with Jamuna sand, with common burnt clay non modular bricks.	Sqm	11.64
7	4.1	CEMENT CONCRETE (CAST IN SITU) Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level: 4.1.5 1:3:6 (1 Cement: 3 coarse sand (zone-III) : 6 graded stone aggregate 20 mm nominal size)	Cum	0.76

8	11.5	62 mm thick cement concrete flooring with concrete hardener topping, under layer 50 mm thick cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size) and top layer 12mm thick cement hardener consisting of mix 1:2 (1 cement hardener mix : 2 graded stone aggregate, 6mm nominal size) by volume, hardening compound mixed @ 2 litre per 50 kg of cement or as per manufacture's specifications. This includes cost of cement slurry, but excluding the cost of nosing of steps etc. complete.	Sqm	4.00
9	5.1	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level : 5.1.2 1:1.5:3 (1 cement : 1.5 coarse sand (zone-III): 3 graded stone aggregate 20 mm nominal size)	Cum	1.48
10	5.3	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases above plinth level up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement with 1:1.5:3 (1 cement : 1.5 coarse sand(zone-III) : 3 graded stone aggregate 20 mm nominal size).	Cum	3.79
11	5.9	FORM WORK Centering and shuttering including strutting, propping etc. and removal of form for :		
		5.9.1 Foundations, footings, bases of columns, etc. for mass concrete	Sqm	3.60
		5.9.3 Suspended floors, roofs, landings, balconies and access platform	Sqm	4.00
		5.9.5 Lintels, beams, plinth beams, girders, bressumers and cantilevers	Sqm	12.00
		5.9.6 Columns, Pillars, Piers, Abutments, Posts and Struts	Sqm	23.28
		5.9.19 Weather shade, Chajjas, corbels etc., including edges	Sqm	11.46
12	6.1	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in: 6.1.1 Cement mortar 1:4 (1 cement : 4 coarse sand)	Cum	0.68
13	4.11	Providing and laying damp-proof course 50mm thick with cement concrete 1:2:4 (1 cement : 2 coarse sand(zone-III) : 4 graded stone aggregate 20mm nominal size)	Sqm	1.70
14	5.22A	STEEL REINFORCEMENT Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level. 5.22A.6 Thermo-Mechanically Treated bars of grade Fe-500D or more	Kg	602.99
15	6.12	HALF BRICK MASONRY Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundations and plinth in : 6.12.1 Cement mortar 1:3 (1 cement : 3 coarse sand)	Sqm	10.91
16	13.1	12 mm cement plaster of mix : 13.1.2 1:6 (1 cement: 6 fine sand)	Sqm	37.55
17	13.12	18 mm cement plaster in two coats under layer 12 mm thick cement plaster 1:5 (1 cement : 5 coarse sand) and a top layer 6 mm thick cement plaster 1:3 (1 cement : 3 coarse sand) finished rough with sponge.	Sqm	10.91
18	13.8	CEMENT PLASTER WITH A FLOATING COAT OF NEAT CEMENT 15 mm cement plaster on rough side of single or half brick wall finished with a floating coat of neat cement of mix : 13.8.2 1:4 (1 cement: 4 fine sand)	Sqm	4.80

19	21.1	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately) :21.1.2 For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately) 21.1.2.1 Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15)	Kg	20.95
20	21.2	Providing and fixing 12 mm thick prelaminated particle board flat pressed three layer or graded wood particle board conforming to IS: 12823 Grade I Type II, in panelling fixed in aluminum doors, windows shutters and partition frames with C.P. brass / stainless steel screws etc. complete as per architectural drawings and directions of engineerin-charge. 21.2.1 Pre-laminated particle board with decorative lamination on one side and balancing lamination on other side	Sqm	2.21
21	9.97	Providing and fixing aluminium tower bolts, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete : 9.97.2 250x10 mm	Each	1.00
22	9.84	Providing and fixing aluminium extruded section body tubular type universal hydraulic door closer (having brand logo with ISI, IS : 3564, embossed on the body, door weight upto 36 kg to 80 kg and door width from 701 mm to 1000 mm), with double speed adjustment with necessary accessories and screws etc. complete.	Each	1.00
23	9.100	Providing and fixing aluminium handles, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete : 9.100.1 125 mm	Each	2.00
24	9.101	Providing and fixing aluminium hanging floor door stopper, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour and shade, with necessary screws etc. complete. 9.101.1 Single rubber stopper	Each	1.00
25	11.41A	VITRIFIED FLOOR TILES Providing and laying Vitrified tiles in floor in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS:15622, of approved brand & manufacturer, in all colours and shade, laid on 20 mm thick cement mortar 1:4 (1 cement: 4 coarse sand) jointing with grey cement slurry @3.3 kg/sqm including grouting the joints with white cement and matching pigments etc. The tiles must be cut with the zero chipping diamond cutter only . Laying of tiles will be done with the notch trowel, plier, wedge, clips of required thickness, leveling system and rubber mallet for placing the tiles gently and easily.		
	a	11.41A.1 Double charge vitrified tile polished finish of size 11.41A.1.1 Size of Tile 600 x 600 mm	Sqm	4.00

26	11.55	Providing and laying flamed finish Granite stone flooring in required design and patterns, in linear as well as curvilinear portions of the building all complete as per the architectural drawings with 18 mm thick stone slab over 20 mm (average) thick base of cement mortar 1:4 (1 cement : 4 coarse sand) laid and jointed with cement slurry and pointing with white cement slurry admixed with pigment of matching shade including rubbing, curing and polishing etc. all complete as specified and as directed by the Engineer-in-Charge : 11.55.1 Flamed finish granite stone slab Jet Black, Cherry Red, Elite Brown, Cat Eye or equivalent.	Sqm	1.84
27	13.43	Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface 13.43.1 Water thinnable cement primer	sqm	48.46
28	13.41	Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade: 13.41.1 New work (two or more coats) over and including water thinnable priming coat with cement primer	sqm	48.46
29	13.61	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade : 13.61.1 Two or more coats on new work	sqm	48.46
30	13.50	Applying priming coat 13.50.3 With ready mixed red oxide zinc chromate primer of approved brand and manufacture on steel galvanised iron/ steel works	Sqm	7.28
31	13.52	Finishing with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's specifications including appropriate priming coat, preparation of surface, etc. complete. 13.52.1 On steel work	Sqm	7.28
33	10.16	Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete. 10.16.1 Hot finished welded type tubes	Kg	220.95
33	26.93.1	Providing and fixing of façade at all heights with extruded hollow Clay / Terracotta ventilated rainscreen tiles of height 259/ 309/ 409mm and length of 1190 mm of approved texture, design and pattern having Flexural Strength/ Modulus of Rupture of $\geq 14 \text{ N/m}^2$ and maximum water absorption of 10% tested as per ISO 10545-4:2004(E) and ISO 10545-3:1995 respectively in true level fixed to a supporting aluminium framework (Alloy 6063 T5/T6) consisting of vertical 'T' (for intermediates)/ 'L' (for ends/ termination)/ Tubular sections (at corners) of size 80x60x2mm/ 40x60x2mm/ 40x40x2mm respectively, spaced at maximum spacing of 1200mm c/c matching to the tile vertical grid, and horizontal aluminium 'C'-clamps of size 56x34x2 mm thickness of length 150mm at junction of tiles and of length 75mm at wall ends/ corners fixed on top of the vertical sections at spacing of 250/ 300/ 400mm c/c matching to the tile horizontal grid with two numbers of self-drilling / self-tapping SS screws of size 5.5x25 mm with EPDM washers. The vertical 'T'/L/ Tubular' sections shall be fixed to the wall using HDG (hot-dip-galvanized) steel Lbrackets (galvanizing thickness of minimum 80 microns) of size 110x80x6 mm at intermediate vertical aluminium profiles and of size 220x110x12 mm at outer corners and stainless steel grade 304, M10 full threaded anchor fasteners with nylon sleeve 100mm long (for brick work) and M8 expansion anchor fasteners 75mm long for concrete surface, spacing of brackets to be based on a structural/ static calculation. The brackets shall be of length 175mm at junction of two vertical aluminium profiles and of length 100mm at intermediate points of vertical profiles and shall be fixed to the vertical aluminium T / L / Tubular profiles using two numbers self-drilling/ self-tapping SS screws of size 5.5x25 mm with EPDM washers. "EPDM gaskets to be fixed in between brackets and vertical profiles. The tiles shall be mounted on the 'C' clamps such that the tiles are supported at top and bottom at both ends. The tiles shall be mounted on the Cclamps with EPDM profiles in between such that the tiles are supported at top and bottom at both ends. The vertical joint open groove	Sqm	9.49

		between two adjacent tiles shall be 10mm. The tiles and system shall be designed to resist wind load as per IS 875 (Part 3) according to different zones. The tiles shall be installed using the ventilated rain screen principle with provision for natural ventilation of the space between the façade tiles and the structural wall. The work shall be carried out as per specification, drawing and as per direction of the Engineer-in-Charge. Note : Scaffolding wherever required to be paid separately. 26.93.1 With 24mm thickness (+/- 10%) terracotta tiles of grey colour		
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Security Room-2				
SI No	Item No	Description of Item	Unit	Quantity
1	2.6.1	Earth work in excavation by mechanical means (Hydraulic excavator)/ manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge. 2.6.1 All kinds of soil	Cum	9.02
2	2.26	Extra for every additional lift of 1.5 m or part thereof in excavation / banking excavated or stacked materials. 2.26.1 All kinds of soil (for 1.5-3.0mtrs)	Cum	0.85
3	2.25	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.	Cum	8.06
4	2.35.3	Treatment of soil under existing floors using chemical emulsion @ one litre per hole, 300 mm apart including drilling 12 mm diameter holes and plugging with cement mortar 1 :2 (1 cement : 2 Coarse sand) to match the existing floor: 2.35.3.1 With Chlorpyrifos/Lindane E.C. 20% with 1% concentration	Sqm	4.00
5	2.27	Supplying and filling in plinth with sand under floors, including watering, ramming, consolidating and dressing complete.	Cum	1.35
6	11.2	Brick Soling: Dry brick on edge flooring in required pattern with bricks of class designation 7.5 on a bed of 12 mm mud mortar, including filling joints with Jamuna sand, with common burnt clay non modular bricks.	Sqm	11.64
7	4.1	CEMENT CONCRETE (CAST IN SITU) Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 4.1.5 1:3:6 (1 Cement : 3 coarse sand (zone-III) : 6 graded stone aggregate 20 mm nominal size)	Cum	0.76
8	11.5	62 mm thick cement concrete flooring with concrete hardener topping, under layer 50 mm thick cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size) and top layer 12mm thick cement hardener consisting of mix 1:2 (1 cement hardener mix : 2 graded stone aggregate, 6mm nominal size) by volume, hardening compound mixed @ 2 litre per 50 kg of cement or as per manufacture's specifications. This includes cost of cement slurry, but excluding the cost of nosing of steps etc. complete.	Sqm	4.00
9	5.1	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level : 5.1.2 1:1.5:3 (1 cement : 1.5 coarse sand (zone-III): 3 graded stone aggregate 20 mm nominal size)	Cum	1.48

10	5.3	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases above plinth level up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement with 1:1.5:3 (1 cement : 1.5 coarse sand(zone-III) : 3 graded stone aggregate 20 mm nominal size).	Cum	3.79
11	5.9	FORM WORK Centering and shuttering including strutting, propping etc. and removal of form for :		
		5.9.1 Foundations, footings, bases of columns, etc. for mass concrete	Sqm	3.60
		5.9.3 Suspended floors, roofs, landings, balconies and access platform	Sqm	4.00
		5.9.5 Lintels, beams, plinth beams, girders, bressumers and cantilevers	Sqm	12.00
		5.9.6 Columns, Pillars, Piers, Abutments, Posts and Struts	Sqm	23.28
		5.9.19 Weather shade, Chajjas, corbels etc., including edges	Sqm	11.46
12	6.1	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in: 6.1.1 Cement mortar 1:4 (1 cement : 4 coarse sand)	Cum	0.68
13	4.11	Providing and laying damp-proof course 50mm thick with cement concrete 1:2:4 (1 cement : 2 coarse sand(zone-III) : 4 graded stone aggregate 20mm nominal size)	Sqm	1.70
14	5.22A	STEEL REINFORCEMENT Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level. 5.22A.6 Thermo-Mechanically Treated bars of grade Fe-500D or more	Kg	602.99
15	6.12	HALF BRICK MASONRY Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundations and plinth in : 6.12.1 Cement mortar 1:3 (1 cement : 3 coarse sand)	Sqm	10.91
16	13.1	12 mm cement plaster of mix : 13.1.2 1:6 (1 cement: 6 fine sand)	Sqm	37.55
17	13.12	18 mm cement plaster in two coats under layer 12 mm thick cement plaster 1:5 (1 cement : 5 coarse sand) and a top layer 6 mm thick cement plaster 1:3 (1 cement : 3 coarse sand) finished rough with sponge.	Sqm	10.91
18	13.8	CEMENT PLASTER WITH A FLOATING COAT OF NEAT CEMENT 15 mm cement plaster on rough side of single or half brick wall finished with a floating coat of neat cement of mix : 13.8.2 1:4 (1 cement: 4 fine sand)	Sqm	4.80
19	21.1	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately) :21.1.2 For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately) 21.1.2.1 Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15)	Kg	20.95

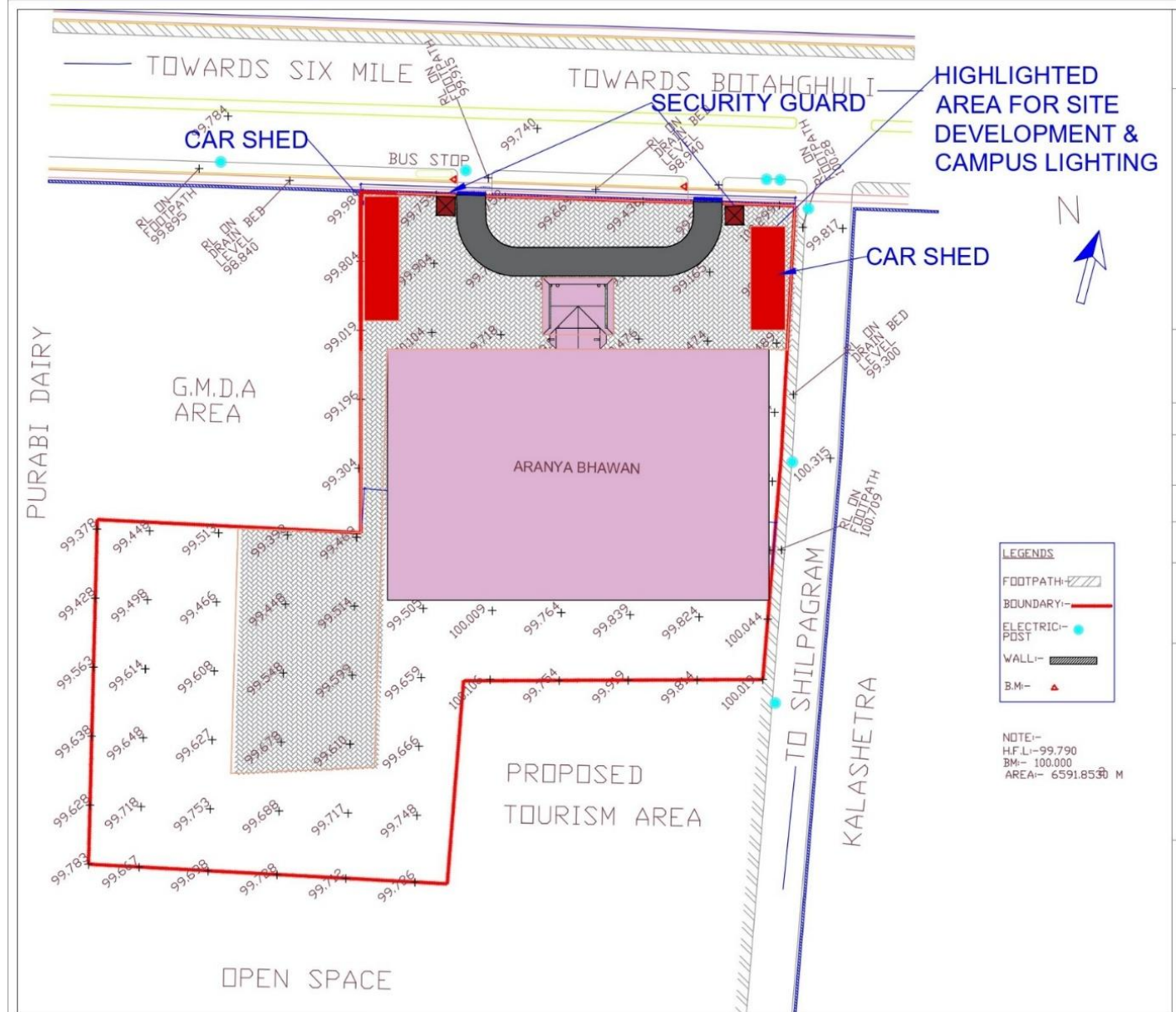
20	21.2	Providing and fixing 12 mm thick prelaminated particle board flat pressed three layer or graded wood particle board conforming to IS: 12823 Grade I Type II, in panelling fixed in aluminum doors, windows shutters and partition frames with C.P. brass / stainless steel screws etc. complete as per architectural drawings and directions of engineer-in-charge. 21.2.1 Pre-laminated particle board with decorative lamination on one side and balancing lamination on other side	Sqm	2.21
21	9.97	Providing and fixing aluminium tower bolts, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete : 9.97.2 250x10 mm	Each	1.00
22	9.84	Providing and fixing aluminium extruded section body tubular type universal hydraulic door closer (having brand logo with ISI, IS : 3564, embossed on the body, door weight upto 36 kg to 80 kg and door width from 701 mm to 1000 mm), with double speed adjustment with necessary accessories and screws etc. complete.	Each	1.00
23	9.100	Providing and fixing aluminium handles, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete : 9.100.1 125 mm	Each	2.00
24	9.101	Providing and fixing aluminium hanging floor door stopper, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour and shade, with necessary screws etc. 9.101.1 Single rubber stopper	Each	1.00
25	11.41A	VITRIFIED FLOOR TILES Providing and laying Vitrified tiles in floor in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS:15622, of approved brand & manufacturer, in all colours and shade, laid on 20 mm thick cement mortar 1:4 (1 cement: 4 coarse sand) jointing with grey cement slurry @3.3 kg/sqm including grouting the joints with white cement and matching pigments etc. The tiles must be cut with the zero chipping diamond cutter only . Laying of tiles will be done with the notch trowel, plier, wedge, clips of required thickness, leveling system and rubber mallet for placing the tiles gently and easily.		
	a	11.41A.1 Double charge vitrified tile polished finish of size 11.41A.1.1 Size of Tile 600 x 600 mm	Sqm	4.00
26	11.55	Providing and laying flamed finish Granite stone flooring in required design and patterns, in linear as well as curvilinear portions of the building all complete as per the architectural drawings with 18 mm thick stone slab over 20 mm (average) thick base of cement mortar 1:4 (1 cement : 4 coarse sand) laid and jointed with cement slurry and pointing with white cement slurry admixed with pigment of matching shade including rubbing, curing and polishing etc. all complete as specified and as directed by the Engineer-in-Charge 11.55.1 Flamed finish granite stone slab Jet Black, Cherry Red, Elite Brown, Cat Eye or equivalent.	Sqm	1.84
27	13.43	Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface 13.43.1 Water thinnable cement primer	sqm	48.46
28	13.41	Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade: 13.41.1 New work (two or more coats) over and including water thinnable priming coat with cement primer	sqm	48.46

29	13.61	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade : 13.61.1 Two or more coats on new work	sqm	48.46
30	13.50	Applying priming coat13.50.3 With ready mixed red oxide zinc chromate primer of approved brand and manufacture on steel galvanised iron/ steel works	Sqm	7.28
31	13.52	Finishing with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's specifications including appropriate priming coat, preparation of surface, etc. complete. 13.52.1 On steel work	Sqm	7.28
33	10.16	Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete. 10.16.1 Hot finished welded type tubes	Kg	220.95
33	26.93.1	Providing and fixing of façade at all heights with extruded hollow Clay / Terracotta ventilated rainscreen tiles of height 259/ 309/ 409mm and length of 1190 mm of approved texture, design and pattern having Flexural Strength/ Modulus of Rupture of ? 14 N/m ² and maximum water absorption of 10% tested as per ISO 10545-4:2004(E) and ISO 10545-3:1995 respectively in true level fixed to a supporting aluminium framework (Alloy 6063 T5/T6) consisting of vertical 'T' (for intermediates)/ 'L' (for ends/ termination)/ Tubular sections (at corners) of size 80x60x2mm/ 40x60x2mm/ 40x40x2mm respectively, spaced at maximum spacing of 1200mm c/c matching to the tile vertical grid, and horizontal aluminium 'C'-clamps of size 56x34x2 mm thickness of length 150mm at junction of tiles and of length 75mm at wall ends/ corners fixed on top of the vertical sections at spacing of 250/ 300/ 400mm c/c matching to the tile horizontal grid with two numbers of self-drilling / self-tapping SS screws of size 5.5x25 mm with EPDM washers. The vertical 'T'/'L' Tubular sections shall be fixed to the wall using HDG (hot-dip-galvanized) steel Lbrackets (galvanizing thickness of minimum 80 microns) of size 110x80x6 mm at intermediate vertical aluminium profiles and of size 220x110x12 mm at outer corners and stainless steel grade 304, M10 full threaded anchor fasteners with nylon sleeve 100mm long (for brick work) and M8 expansion anchor fasteners 75mm long for concrete surface, spacing of brackets to be based on a structural/ static calculation. The brackets shall be of length 175mm at junction of two vertical aluminium profiles and of length 100mm at intermediate points of vertical profiles and shall be fixed to the vertical aluminium T / L / Tubular profiles using two numbers self-drilling/ self-tapping SS screws of size 5.5x25 mm with EPDM washers. "EPDM gaskets to be fixed in between brackets and vertical profiles. The tiles shall be mounted on the 'C' clamps such that the tiles are supported at top and bottom at both ends. The tiles shall be mounted on the Cclamps with EPDM profiles in between such that the tiles are supported at top and bottom at both ends. The vertical joint open groove between two adjacent tiles shall be 10mm. The tiles and system shall be designed to resist wind load as per IS 875 (Part 3) according to different zones. The tiles shall be installed using the ventilated rain screen principle with provision for natural ventilation of the space between the façade tiles and the structural wall. The work shall be carried out as per specification, drawing and as per direction of the Engineer-in-Charge. Note : Scaffolding wherever required to be paid separately. 26.93.1 With 24mm thickness (+/- 10%) terracotta tiles of grey colour	Sqm	9.49

SI No	Item No	Description of Item	Unit	Quantity
1	Market Rate	Site Clearance and Dismantling of Works	LS	1

DRAWINGS: Enclosed below

SITE PLAN



Section VI - Bidding Forms

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Letter of Bid

The Bidder must prepare the Letter of Bid on its letterhead clearly showing the Bidder's complete name and address.

Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.

Date: __[insert date of Bid Submission]

Bid Ref.No.: _____ **[insert number of bidding process]**

To: **[insert complete name of Employer]**

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB10);
- (b) We meet the eligibility requirements and have no Conflict of Interest in accordance with ITB 4;
- (c) We offer to execute in conformity with the Bidding Documents the following Works: **[insert a brief description of Works]**;
- (d) Our bid shall be valid for a period fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (f) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2, other than alternative bids submitted in accordance with ITB13;
- (g) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not debarred by any procuring entity under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority by whatever name called under them
- (h) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity prescribed in ITB Para 3 of the Bidding Documents.
- (i) We hereby certify that we are neither associated nor have been associated directly or indirectly with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract.
- (j) We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority
- (k) We hereby certify that we are not insolvent, in receivership, bankrupt or being wound up, not have our company's affairs administered by a court or a judicial officer, not have its business

activities suspended and are not subjected to legal proceedings for any of the foregoing reasons;

- (l) We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) We accept the appointment of the person named in SCC as the Adjudicator. OR We do not accept the appointment of the person named in SCC as the Adjudicator and propose that (insert name) be appointed as Adjudicator, whose daily fee and biographical data are attached.

Name of the Bidder

Name of the person duly authorized to sign
the Bid on behalf of the Bidder

Title of the person signing the Bid

Signature of the person named above

Date signed

Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

- (a) to provide sufficient information on the quantities of Works to be performed to enable bids to be prepared efficiently and accurately; and*
- (b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.*

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and contents of the Bill of Quantities should be as simple and brief as possible.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary priced Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises.

Where such provisional sums or contingency allowances are used, the Special Conditions of Contract should state the manner in which they shall be used, and under whose authority (usually the Project Manager's).

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final documents.

Sample Bill of Quantities

Item Rate BoQ						
Tender Inviting Authority:						
Name of Work:						
Contract No:						
Bidder Name:						
<u>PRICE SCHEDULE</u> (BOQ template available in e-Procurement portal must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1					0.000	INR Zero Only
2					0.000	INR Zero Only
3					0.000	INR Zero Only
4					0.000	INR Zero Only
5					0.000	INR Zero Only
Total in Figures					0.000	INR Zero Only
Quoted Rate in Words		INR Zero Only				

Form of Bid Security (Bank Guarantee)
[Guarantor letterhead]

Beneficiary: *[Insert name and address of the Employer]*

Bid Ref. No: *[Insert reference number for the Invitation for Bids]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of *[insert description of contract]* under Invitation for Bid Ref. No. *[insert number]* ("the Bid Ref. No.").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in letters]* (*insert amount in numbers*) upon receipt by us of the Beneficiary's complying supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- a) has withdrawn its Bid during the period of bid validity specified by the Applicant in the Letter of Bid, or any extension thereto provided by the Applicant; or
- b) having been notified of the acceptance of its Bid by the Beneficiary during the period of bid validity, fails to execute the Contract Agreement in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's Bidding Documents.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary upon the instruction of the Applicant; and (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period..

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

Technical Proposal Forms

Form TECH-1: Site Organization

[insert Site Organization information]

Form TECH-2: Mobilization Schedule

[insert Mobilization Schedule]

Form TECH-3: Construction Schedule

[insert Construction Schedule]

Form ELIG -1.1: Information Form for Bidder

Date: _____

Bid Ref. No.and title: _____

Bidder's name
Bidder's Constitution or Legal Status: <i>[attach copy of Constitution, Article and Memorandum of Association]</i>
Bidder's year of incorporation:
Bidder's Place of Business / legal address:
Bidder's Registration Status as approved Contractor: <i>[provide details of registering authority, class of registration, and its validity. [attach Registration Certificate(s)]</i>
Bidder's authorized representative information Name: _____ Address: _____ _____ Telephone/Fax numbers: _____ E-mail address: _____
Bidder's authorized Signatory of Bid Name: _____ Address: _____ _____ Telephone/Fax numbers: _____ _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3. ☐ Annual Financial Statement / Audited Balance Sheets of Last 5 (five) Financial Years(F.Y. _____, F.Y. _____, F.Y. _____, F.Y. _____ and F.Y. _____). ☐ Attach Power of Attorney in name of Bidder's Authorized Signatory of Bid ☐ Attach Bidder's Registration Certificate as 'Approved Contractor' 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form ELIG -1.2: Information Form for Sub-Contractors

(to be completed for each Sub-Contractor)

Date:

Bid Ref. No. and title: _____

Sub-Contractor's name:
Sub-Contractor's Constitution or Legal Status: <i>[attached copy of Constitution, Article and Memorandum of Association]</i>
Sub-Contractor's year of incorporation:
Sub-Contractor's Place of Business / legal address:
Sub-Contractor's Registration Status as approved Contractor: [provide details of registering authority, class of registration, and its validity. [attach Registration Certificate(s)]
Sub-Contractor's authorized representative information Name: _____ _____ Address: _____ _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3. ☐ Annual Financial Statement / Audited Balance Sheets of Last 5 (five) Financial Years (F.Y._____, F.Y._____, F.Y._____, F.Y._____ and F.Y._____. ☐ Attach Sub-Contractor's Registration Certificate as 'Approved Contractor' 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Form QUAL-1: Annual Financial Turnover

(Ref: Para2.A.(a) of Section IV: Evaluation and Qualification Criteria)

For Prime Bidder: Name of Bidder: _____

Financial Year	Annual Financial Turnover (Rs. Cr.) (billing for works in progress and completed in all class engineering construction works only)
F.Y.____	
F.Y.____	
F.Y.____	
F.Y.____	
F.Y.____	

Note: Attach Certificate issued by a Chartered accountant)

For Sub-contractor: Name of Sub-Contractor: _____

Financial Year	Annual Financial Turnover (Rs. Cr.) (billing for works in progress and completed in all class engineering construction works only)
F.Y.____	
F.Y.____	
F.Y.____	
F.Y.____	
F.Y.____	

Note: Attach Certificate issued by a Chartered accountant. The credentials of Sub-contractor shall be considered for evaluation of Technical Bid subject to inclusion of proposal of sub-contract in the respective Contract Agreement. Further, work experience certificate of Sub-contractor should be vetted by both Employer and Main Contractor)

Form QUAL-2: Satisfactory Completion of Similar Contracts

(Ref: Para 2.A.(c) of Section IV: Evaluation and Qualification Criteria)

For Prime Bidder: Name of Bidder: _____

Sl. No	Name of Employer	Brief Description of Work	Contract No.	Date of Issue of Work Order/ Contract	Value of Contract (Rs)	Stipulated period of completion of work	Actual date of completion	Remarks Explaining reasons for delay, if any

Note: Attach Certificate issued by Engineer-In-Chief / Competent Authority of Employer

For Sub-Contractor (use separate table for each of the Sub-Contractors): Name of Sub-Contractor: _____

Sl. No.	Name of Employer	Brief Description of Work	Contract No.	Date of Issue of Work Order / Contract	Value of Contract (Rs.)	Stipulated period of Completion of Work	Actual date of completion	Remarks explaining reasons for delay, if any

Note: Attach Certificate issued by Engineer-In-Chief / Competent Authority of Employer

Form QUAL-3: Satisfactory Completion of Electrical Works

(Ref: Para 2.A.(d) of Section IV: Evaluation and Qualification Criteria)

NOT APPLICABLE

Form QUAL-4: License for Executing Anti-Termite Works

(Ref: Para 2.A.(e) of Section IV: Evaluation and Qualification Criteria)

NOT APPLICABLE

Form QUAL-5: License for Executing Fire-Fighting Work

(Ref: Para 2.A.(f) of Section IV: Evaluation and Qualification Criteria)

NOT APPLICABLE

Form QUAL-6: Execution of Minimum Quantities of Works

(Ref: Para 2.A.(g) of Section IV: Evaluation and Qualification Criteria)

NOT APPLICABLE

*Form QUAL-7: Availability of Contractor' Equipment
essential for carrying out Works*

(Ref: Para 2.A.(h) of Section IV: Evaluation and Qualification Criteria)

NOT APPLICABLE

Form QUAL-8: Availability of Contractor's Key Personnel

(Ref: Para 2.A.(i) of Section IV: Evaluation and Qualification Criteria)

Bidders should provide the names and details of the suitably qualified Key Personnel to perform the Contract.

Note: The bidder should also provide Photographs of each Key Personnel along with their PAN Cards.

Key Personnel

1.	Title of position: <i>[insert title]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position: <i>[insert title]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position: <i>[insert title]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

Submit Resume in the format below for each Key Personnel along with Declaration:

Position [#1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
{Paste Photograph}		
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Details		
	Address of employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present employer:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form correctly describes myself, my qualifications and experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	Details
Commitment to duration of contract:	<i>[insert period(start and end dates) for which this Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert the number of days/ week /months /that this Key Personnel will be engaged]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Bid evaluation;
- (b) my disqualification from participating in the Bid;
- (c) my dismissal from the contract.
- (d) I have attached copy of my PAN card

Name of Key Personnel: *[insert name]*

Signature:_____

Date: (day month year):_____

Counter signature of authorized representative of the Bidder:

Signature:_____

Date: (day month year):_____

Form QUAL-9: Availability of Liquid Assets / Credit Facility

(Ref: Para 2.A.(j) of Section IV: Evaluation and Qualification Criteria)

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts

Source of financing	Amount (Rs.)
1.	
2.	
3.	
4.	

Please submit Credit line / Letter of Credit / Certificate from Its Banker for meeting the fund requirement for execution of works.

The bidder shall submit a certificate from a Chartered Accountant confirming liquid assets of not less than Rs. 80.00 lakh or a letter from a scheduled bank certifying an available credit facility or Letter of Credit (LC) of not less than Rs. 80.00 lakh.

Form QUAL-10: Information on Bid Capacity

(Ref: Para 2.C. of Section IV: Evaluation and Qualification Criteria)

A) Works Completed / Executed and Work-in-progress:

Sr. No.	Financial Year	Value of Civil Engineering works executed/ completed/ work-in-progress (Rs. In Lakh)
1		
2		
3		
4		
5		

Note: Certificate issued by Chartered Accountant should be submitted.

B) Existing Commitments and on-going Works:

Description of Work	Place & State	Contract No.	Name and address of Employer	Value of Contract (Rs.)	Stipulated period of Completion	Value of works remaining to be completed (Rs.)	Anticipated date of Completion

Note: Certificate issued by Chartered Accountant should be submitted.

General Conditions of Contract

A. General

1. Definitions

1.1 The terms used in the Contract are defined below:

- a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects
- b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which issued for valuations and for assessing the effects of Variations and Compensation Events
- c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC23
- d) SCC means Special Conditions of Contract
- e) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
- f) Compensation Events are those defined in GCC Clause 42 here under.
- g) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
- h) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub- Clause 2.3 below.
- i) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
- j) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
- k) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- l) Days are calendar days; months are calendar months.
- m) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- n) A Defect is any part of the Works not completed in accordance with the Contract.
- o) The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor on the latter's cost.
- p) The Defects Liability Period is the period named in the SCC pursuant to Sub-Clause 34.1 and calculated from the Completion Date.
- q) Drawings means the drawings of the Works, as included in the

Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

- r) The Employer is the party who employs the Contractor to carry out the Works, as specified in the SCC.
- s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- t) "In writing" or "written" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- u) The Initial Contract Price is the Contract Price mentioned in the Letter of Acceptance.
- v) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the SCC. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- y) The Project Manager is the person named in the SCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- z) The Site is the area defined as such in the SCC.
- aa) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- bb) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- cc) The Start Date is given in the SCC. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- dd) A Subcontractor is a person or corporate body who has a Contract with the Contractor or to carry out a part of the work in the Contract, which includes work on the Site.
- ee) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- ff) A Variation is an instruction given by the Project Manager which varies the Works.
- gg) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the SCC.

2. Interpretation
- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is **specified in the SCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- a) Agreement,
 - b) Letter of Acceptance,
 - c) Contractor's Bid,
 - d) Special Conditions of Contract,
 - e) General Conditions of Contract, including Appendices,
 - f) Specifications,
 - g) Drawings,
 - h) Bill of Quantities, and
 - i) any other document listed in the SCC as forming part of the Contract
3. Language and Law
- 3.1 The language of the Contract and the law governing the Contract shall be English.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the of law or regulations of Union of India and State of Assam
4. Project Manager's Decisions
- 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
5. Delegation
- 5.1 Otherwise specified in the SCC, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
6. Communications
- 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
7. Subcontracting
- 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations

8. Other Contractors
- 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as **referred to in the SCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification
9. Personnel and Equipment
- 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- 9.3 If the Employer/ Project Manager determines, that any employee of the Contractor be determined to have engaged in practices in contravention to Code of Integrity as defined in GCC Clause 25, during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2above.
10. Employer's and Contractor's Risks
- 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
- 11.
- 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Worksor
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
 - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except

loss or damage due to

- (a) a Defect which existed on the Completion Date,
- (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
- (c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risk

12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:

- a) loss of or damage to the Works, Plant, and Materials;
- b) loss of or damage to Equipment;
- c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer/ Project Manager may affect the insurance which the Contractor should have provided and recover the premiums the Employer/ Project Manager has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Data

14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the SCC**, supplemented by any information available to the Contractor.

15. Contractor to Construct the Works

15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

16. The Works to Be Completed by the Intended Completion Date	16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
17. Approval by the Project Manager	17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval. 17.2 The Contractor shall be responsible for design of Temporary Works. 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works. 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required. 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
18. Safety and Protection of the Environment	18.1 The Contractor shall be responsible for the safety of all activities on the Site. 18.2 Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.
19. Discoveries	19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
20. Possession of the Site	20.1 The Employer shall give possession of the Site to the Contractor in full or in parts as specified in the SCC. If possession of a part is not given as stated in the SCC , the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.
21. Access to the Site	21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out
22. Instructions, Inspections and Audits	22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located. 22.2 The Contractor shall keep and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs. 22.3 The Contractor shall permit and shall cause its Subcontractors and sub consultants to permit, the Employer

and/or persons appointed by the Employer to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors

23. Appointment of the Adjudicator
- 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. The name of Adjudicator proposed by the Employer is **provided in the SCC**. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the SCC**, to appoint the Adjudicator within 14 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.
24. Procedure for Disputes Resolution
- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the **rate specified in the SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place **specified in the SCC**
25. Code of Integrity
- 25.1 The Employer and all officers or employees of the Employer, whether involved in the procurement process or otherwise, or Contractors and their representatives or consultants or service providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.
- 25.2 Govt. of Assam prescribes to the Employer and Contractors to uphold the Code of Integrity, which prohibits

officers or employees of Employer or a person participating in a procurement process the following

- (i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- (ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (iii) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (iv) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- (v) any financial or business transactions between the bidder and any officer or employee of the procuring entity, who are directly or indirectly related to tender or execution process of contract;
- (vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly,

25.3 In case of any breach of the Code of Integrity by a contractor, as the case may be, the Employer after giving a reasonable opportunity of being heard, may take appropriate measures including-

- a) exclusion of the contractor from the procurement process;
- b) calling off of pre-contract negotiations and forfeiture or encashment of bid security;
- c) forfeiture or encashment of any other security or bond relating to procurement;
- d) recovery of payments made by the Employer along with interest thereon at bank rate;
- e) cancellation of the relevant contract and recovery of compensation for loss incurred by the Employer;
- f) debarment of the contractor from participation in future procurements of any Procuring Entity for a period not exceeding three years.

B. TIME CONTROL

26. Program

26.1 Within the time **stated in the SCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in

the Activity Schedule.

- 26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period **stated in the SCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
- 26.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

27. Extension of the Intended Completion Date

- 27.1 The Employer on the recommendation of the Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 27.2 The Employer on the recommendation of the Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28. Acceleration

- 28.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 28.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation

29. Delays Ordered by the Project Manager

- 29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

30. Management Meetings

- 30.1 Either the Project Manager or the Contract or may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

31. Early Warning

- 31.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contract or to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 31.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. QUALITY CONTROL

32. Identifying Defects

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

33. Tests

- 33.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

34. Correction of Defects

- 34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is **defined in the SCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 34.2 Every time notice of a Defect is given; the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice at the Contractor's own cost.

35. Uncorrected Defects

- 35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the

Contractor shall pay this amount.

D. COST CONTROL

- | | |
|-----------------------------------|--|
| 36. Contract Price | 36.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item. |
| 37. Changes in the Contract Price | <p>37.1 The Project Manager shall not adjust rates from changes in quantities without the prior approval of the Employer.</p> <p>37.2 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities</p> |
| 38. Variations | <p>38.1 All Variations shall be included in updated Programs produced by the Contractor.</p> <p>38.2 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.</p> <p>38.3 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation.</p> |
| 39. Cash Flow Forecasts | 39.1 When the Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. |
| 40. Payment Certificates | <p>40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.</p> <p>40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.</p> <p>40.3 The value of work executed shall be determined by the Project Manager.</p> <p>40.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed.</p> <p>40.5 The value of work executed shall include the valuation of Variations and Compensation Events.</p> <p>40.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.</p> |
| 41. Payments | 41.1 Payments shall be adjusted for deductions for advance payments and retention, as the case may be. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor may claim interest on the late payment in the next payment. Interest shall |

be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate of interest **as provided in SCC**.

- 41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment asset out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 41.3 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 41.4 The document of Forest Royalty submitted by the bidder during process of payment, certificate shall be verified and confirmed from the competent authority of Forest Department.

42. Compensation Events

- 42.1 The following shall be deemed as Compensation Events:
 - a) The Employer does not give access to a part of the Site pursuant to GCC Sub-Clause 20.1.
 - b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
 - c) The Project Manager does not issue Drawings, Specifications, or instructions required for execution of Works on time
 - d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
 - e) The Project Manager unreasonably does not approve a subcontract to be let.
 - f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
 - g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
 - h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
 - i) The effects on the Contractor of any of the Employer's Risks.
 - j) The Project Manager unreasonably delays issuing a Certificate of Completion.
- 42.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the

Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager, with prior approval from Employer, shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

42.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly by the Employer.

42.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

43. Tax

43.1 The Employer shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price.

44. Currency

44.1 The payments shall be made in Indian Rupees only.

45. Price Adjustment

45.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC and in the manner provided therein.

46. Retention

46.1 Deleted

47. Liquidated Damages

47.1 The Contractor shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor may claim interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 41.1.

48. Bonus

48.1 The Contractor shall be paid a Bonus calculated at the rate specified **in the SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

49. Advance Payment

- 49.1 The Employer shall make advance payment to the Contractor of the amounts **stated in the SCC** by the date **stated in the SCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 49.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

50. Securities

- 50.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form **specified in the SCC**, . The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion

51. Dayworks

- 51.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 51.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.
- 51.3 The Contractor shall be paid for Dayworks subject to obtaining signed Day works forms.

52. Cost of Repairs

- 52.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

53. Completion

- 53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.

54. Taking Over
- 54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
55. Final Account
- 55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
56. Operating and Maintenance Manuals
- 56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the SCC**
- 56.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the SCC** pursuant to GCC Sub-Clause 56.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.
57. Termination
- 57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract
- 57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
 - b) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - c) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
 - d) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
 - e) the Contractor does not maintain a Security, which is required;
 - f) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the SCC; or
 - g) if the Contractor, in the judgment of the Employer, has acted in contravention of the Code of Integrity prescribed in GCC Clause 25, then the Client may, after giving fourteen

(14)days written notice to the Contractor, terminate the Contract and expel him from the Site.

57.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

57.4 Not with standing the above, the Employer may terminate the Contract for convenience.

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

58. Payment upon Termination

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and materials supplied less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **specified in the SCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

58.2 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and materials supplied less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as **specified in the SCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer

58.3 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, materials supplied, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works., and less advance payments received up to the date of the certificate.

59. Property

59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

60. Release from Performance

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

Section VIII. Special Conditions of Contract

Except where otherwise specified, all SCC should be filled in by the Employer prior to issuance of the Bidding Documents. Schedules and reports to be provided by the Employer should be annexed.

A. General	
GCC 1.1 (s)	The Employer is: <i>Assam Project on Forest and Biodiversity Conservation Society (APFBCS), represented by the Project Director, PMU, APFBCS.</i>
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be 3 months from the date of signing the contract.
GCC 1.1 (y)	The Project Manager is the Employer.
GCC 1.1 (aa)	The Site is located at Panjabari, Guwahati-781037 (Assam) and is defined in drawings No. 1 (Site Plan)
GCC 1.1 (dd)	The Start Date shall be the date on which this Agreement is signed by both parties.
GCC 1.1 (hh)	The works consist of the renovation and repair of Aranya Bhawan.
GCC 2.2	Sectional Completions are: N/A
GCC 2.3(i)	The following documents also form part of the Contract: N/A
GCC 5.1	The Project manager <i>[may or may not]</i> delegate any of his duties and responsibilities.
GCC 8.1	Schedule of other contractors: N/A
GCC 9.1	Key Personnel GCC 9.1 is replaced with the following: 9.1 Key Personnel are the Contractor's personnel named in this GCC 9.1 of the Special Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carryout the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid. [insert the names of each Key Personnel agreed by the Employer prior to Contract signature.]

GCC 13.1	The minimum insurance amounts and deductibles shall be: (a) for loss or damage to the Works, Plant and Materials: <i>[insert amounts]</i>. (b) For loss or damage to Equipment: <i>[insert amounts]</i>. (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>[insert amounts]</i>. (d) for personal injury or death: (i) of the Contractor's employees: <i>[amount]</i>. (ii) of other people: <i>[amount]</i>.
GCC 14.1	Site Data are: Aranya Bhawan, Panjabari, Assam
GCC 20.1	The Site Possession timelines shall be: <i>Shall be communicated later.</i>
GCC 23.1	The name of Adjudicator proposed by the Employer is: Shall be decided at a later stage
GCC 23.1 & 23.2	Appointing Authority for the Arbitrator: <i>[insert name of Authority]</i> .
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <i>[Shall be communicated later.]</i>
GCC 24.4	Institution whose arbitration procedures shall be used: For a contract with an Indian firm, arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 (as amended), of the Government of India, as in force on the date of this Contract.
B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within <i>[7]</i> days from the date of the Letter of Acceptance.
GCC 26.3	The period between Program updates is : <i>N/A</i>
	The amount to be withheld for late submission of an updated Program is: <i>N/A.</i>
C. Quality Control	
GCC 34.1	The Defects Liability Period is: <i>180</i> days.
D. Cost Control	
GCC 45.1	Price adjustment shall not apply to this Contract in accordance with GCC Clause 45. Accordingly, the provisions related to adjustment coefficients are not applicable.
GCC 46.1	The proportion of payments retained is: <i>[5%]</i>
GCC 47.1	The liquidated damages for the whole of the Works are <i>0.10% of the contract price</i> per day. The maximum amount of liquidated damages for the whole of the Works is <i>10% of the final Contract Price.</i>
GCC 48.1	The Bonus for the whole of the Works is: <i>N/A</i>

GCC 49.1	An advance payment of 10% of the Contract Price shall be made to the Contractor against the submission of an unconditional and irrevocable Bank Guarantee equivalent to 110% of the advance payment amount, issued by a scheduled commercial bank and in a format acceptable to the Employer. The advance payment shall be recovered proportionately from each interim payment (running bill), commencing from the first payment certificate following the disbursement of the advance, and shall be fully recovered before the final payment is made.
GCC 50.1	Performance Security in the form of any one of the forms viz. Bank Guarantee or FDR or TDR issued by any commercial scheduled Bank or any other form acceptable to the Employer : in the amount of Rs. 5% percent of the Accepted Contract Amount.
E. Finishing the Contract	
GCC 56.1	The date by which operating and maintenance manuals are required is: N/A
GCC 56.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is: N/A.
GCC 57.2 (g)	The maximum number of days is: <i>[insert number; consistent with Clause 47.1 on liquidated damages]</i> .
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is <i>[insert percentage]</i> .

Section – IX Contract Form

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made the.....day of.....,.....,between.....
[name of the Employer].....(hereinafter “the Employer”),of the one part, and.....
[name of the Contractor].....(hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as **[name of the Contract]**. . . .should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Bid
 - (c) the addenda Nos _____(if any)
 - (d) the Particular Conditions
 - (e) the General Conditions of Contract, including Appendices;
 - (f) the Specification
 - (g) the Drawings
 - (h) Bill of Quantities; and
 - (i) any other document **listed in the SCC** as forming part of the Contract;
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year specified above.

Signed by:
for and on behalf of the Employer

Signed by:
for and on behalf the Contractor

in the presence of:

.....
Witness, Name, Signature, Address, Date

in the presence of:

.....
Witness, Name, Signature, Address, Date

Letter of Acceptance

[on letterhead paper of the Employer]

..... **date.**

To: *[insert name and address of the Contractor]*

Subject: **Contract No.**

This is to notify you that your Bid dated _____ *[insert **date of bid submitted by the bidder**]* for the execution of _____ *[insert **brief description of work**]* against Bid Invitation Ref.No. ____ *(insert **Bid Ref. No.**)* is hereby accepted by the Employer for the Contract Amount of Rs. _____ *[insert **amount in numbers and words**]*, as corrected and modified in accordance with the Instructions to Bidders.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the *of* the Performance Security Form included in Section IX, Contract Forms of the Bidding Documents.

Authorized Signature:

Name and Designation of Signatory:

Name of Employer:

Performance Security (Bank Guarantee)

[Guarantor letterhead]

Beneficiary: *[insert name and Address of Employer]*

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_ [insert name of Contractor]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *_ [insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures](_____)* *[insert amount in words]*,¹ such sum being payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any.*

²*Insert the date twenty-eight days after the expected completion date as described in GC Clause 53.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one- time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

Advance Payment Security

[Guarantor letterhead]

Beneficiary: *[Insert name and Address of Employer]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Contractor]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety(90) percent of the Accepted.

Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.