

INVITATION FOR BID

1. Item rate tenders are invited on behalf of **CENTRAL COTTAGE INDUSTRIES CORPORATION OF INDIA LTD** hereinafter referred to as **CCIC LTD.** from approved and eligible bidders for the work of **GENERAL CIVIL-INTERIOR & ELECTRICAL WORK** at their proposed office at **BEST BUS DEPOT, DINDOSHI, MUMBAI**

1.1 The work is estimated to cost Rs. 32.50 Lakhs. This estimate, however, is given merely as a rough guide.2. Agreement (Contract) shall be drawn with the successful bidder on prescribed Form available in the bidding document. Bidder shall quote his rates as per various terms and conditions of the said form.

3. The time allowed for carrying out the work will be 60 days from the date of written orders to commence the work or from the first day of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

4. The site for the work is available.

5. (i) Bidding documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen on our official website www.thecottage.in. Tender documents, can be downloaded for free from the website.

ii) All bids should be accompanied by an Earnest Money of **Rs.65,000 /-** in form of demand draft of a scheduled bank payable at Mumbai or an irrevocable bank guarantee bond of any scheduled bank or State Bank of India in accordance with the form prescribed issued in favour of CCIC of India Ltd or fixed deposit receipt.

6. Bids, which should be placed in sealed envelope, with the name of work and due date written on the envelopes, will be received by the A.G.M., CCIC LTD., Mumbai, up to **03.00 P.M. on 10.05.2011** and will be opened by him or his authorized representative in his office on the same day at 03.30 P.M.

7. The bidder shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee in form of demand draft of a scheduled bank payable at Mumbai or an irrevocable bank guarantee bond of any scheduled bank or State Bank of India in accordance with the form prescribed issued in favour of CCIC OF India Ltd or fixed deposit receipt within **07** days of the receipt of letter of acceptance.

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

GENERAL CIVIL-INTERIOR & ELECTRICAL WORK at the proposed showroom of CCIC LTD., at **BEST BUS DEPOT, DINDOSHI, MUMBAI**

Copies of other drawings and documents pertaining to the works can be seen on our official website www.thecottage.in. Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the bid documents. Submission of a bid by a bidder implies that he has read this notice and all other bid documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.

9. CCIC LTD., does not bind himself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition is put forth by the bidder shall be summarily rejected.

10. Canvassing whether directly or indirectly, in connection with bids is strictly prohibited and the bids submitted by the bidders who resort to canvassing will be liable to rejection.

11. CCIC LTD., reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.

12. The bid for the works shall remain open for acceptance for a period of sixty days from the date of opening of bids. If any bidder withdraws his bid before the said period or after issue of letter of acceptance, which-ever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then CCIC Ltd shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money.

AGM, CCIC LTD

PART I

GUIDELINES TO BIDDERS

1. General :

The CCIC LTD., wishes to receive bids for the **GENERAL CIVIL-INTERIOR & ELECTRICAL WORK** at their proposed office at **BEST BUS DEPOT, DINDOSHI, MUMBAI**. Throughout these bidding documents, the terms bid and tender and their derivatives (bidder/tenderer, bid/tendered, bidding/tendering, etc.) are synonymous.

2. Eligibility Criteria of Bidder :

This invitation to bid is open to any bidder meeting of the following requirements :

- (a) The bidder shall not be affiliated with a firm or entity that has provided consulting services related to the works to the CCIC LTD., during the preparatory stages of the Works or of the Project of which the works form a part.
- (b) A bidder shall be Qualified / Eligible for the contract as notified by the CCIC LTD., **at Annex A.**
- (c) The bidder shall provide such evidence of their continued eligibility satisfactory to the CCIC LTD.

3. Cost of Bidding Document :

The bidder shall bear all costs associated with the preparation of submission of its bids and the CCIC LTD., will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4. One Bid per Bidder :

Each bidder shall submit only one bid either by himself or as a partner in a joint venture. A bidder who submits or participates in more than one bid will be disqualified.

5. Site Visit :

The bidder is advised to visit and examine the site of work 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 conception of the work.

6. Contents of bidding documents:

The set of bidding document comprises the documents listed in the table below and addenda if any as issued in accordance with clause 8.

Invitation to Bids

Part I Guidelines to Bidders

Part II Forms of Bid & Letter of Acceptance

(a) Contractors bid/tender.

(b) Information regarding qualifications

(c) Letter of Acceptance

(d) Issue of notice to proceed with works

(e) Agreement form

Part III Conditions of the Contract

(a) General conditions of the contract

(b) Special conditions of the contract

Part IV Particular Project Instructions

Part V **TECHNICAL BID**

Part VI- Description of Work and Bill of Quantities alongwith Technical Specifications ARE ATTACHED WITH PART VIII

Part VII Drawings

Part VIII **FINANCIAL** Bidding Data

7. Clarification of Bidding Documents :

To assist in the examination, evaluation and comparison of bids, CCIC LTD., may at its discretion, ask any bidder for clarification of its bid, including breakdown of unit, rate. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought or offered or permitted except as required to confirm the correction of arithmetic errors discovered by CCIC LTD., in the evaluation of the bids.

8. Amendment of Bidding Document :

At any time prior to the deadline for submission of bids, CCIC LTD., may amend bidding documents by issuing addenda. Any addendum thus issued, shall be part of the bidding document and shall be communicated in writing to all bidders of the bidding document. To give perspective bidders, reasonable time in which to take an addendum into account in preparing their bids, the CCIC LTD., shall extend as necessary the deadline for submission of bids.

9. Language of the Bid

All documents relating to the bid shall be in the English language.

10. Bid Prices :

The bidder shall fill in rates and prices for all items of the Work described in the Bill of Quantities, all duties, taxes and other levies payable by the contractor under the contract, or for any other cause, as of the date 10 days prior to the deadline for the submission of the bids.

11. Currency of Bid and Payment

The unit rates and prices shall be quoted by the bidder entirely in Indian rupees.

12. Bid Validity :

Bid shall remain valid for the period of 60 days after the date of bid opening. In exceptional circumstances prior of the original bid validity period, CCIC LTD., may request that the bidders extend the period of validity in a specified additional period. The request and the responses thereto shall be made in writing.

13. Bid Security (Earnest Money)

The Bidder shall furnish as a part of his bid, a Bid security as mentioned in the invitation to bid.

14. Bid Submission :

In case of item rate tenders, the rate shall be quoted by the contractor for every item in words and also in figures and shall match with the amount figure. If rates in words does not tally with rates in figure then the rate which corresponds to the amount shall be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figure or in words then the rate quoted by the contractor in words shall be taken as correct.

The bidder shall seal the bid document and the envelope shall be addressed to CCIC LTD., at the address provided in the bidding document. It should also be written on the envelope the time and date for the bid opening. Bid shall be received by the CCIC LTD., at the address specified and not later than the time and date stipulated in the bidding document.

CCIC LTD., may in exceptional circumstances and at its discretion, extend the deadline for submission of the bids by issuing an Addendum .Any bid received by the CCIC LTD., after the deadline for submission of the bids will be returned unopened to the bidder.

15. Bid Opening :

The CCIC LTD. will open the bids in the presence of bidders' designated representatives who choose to attend, at the time, date and location stipulated in the Bidding Document. The bidders' representatives, who are present, shall sign a attendance sheet evidencing their attendance. Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. The CCIC LTD., shall prepare minutes of the bid opening including the information disclosed to those present.

16. Examination of Bids and Determination of Responsiveness:

Information relating to examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons, not initially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the CCIC LTD., processing of bids or award decisions may result in the rejection of the bidder's bid.

A substantially responsive bid is one that conforms to all the terms and conditions and specifications of the bidding document without material deviation or reservation.

A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the work and which limits in any substantial way, inconsistent with the bidding documents, the CCIC LTD.' s rights or the bidder's obligations under the contract, or whose Rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

If a bid is not substantially responsive, it will be rejected by the CCIC LTD., and may not subsequently be made responsive by correction or withdrawal and the non-conforming deviations or reservations.

17. Award criteria

The CCIC LTD., shall award the contract to the Bidder whose Bid has been determined to be responsive to the bidding documents and who has offered the lowest evaluated Bid Price.

18. Notification of Award and signing of agreement.

The bidder whose bid has been accepted will be notified of the award by the CCIC LTD., prior to expiration of the Bid validity period. This letter of acceptance will state the sum that the CCIC LTD., will pay the contractor in consideration of the execution and completion of the works by the contractor.

The agreement will incorporate all correspondence between the CCIC LTD., and the successful Bidder. **Within 07 days of the receipt of letter of acceptance, the successful bidder shall deliver to the CCIC LTD., a performance security in the prescribed form for an amount equivalent to 5% of the contract price.**

19. Dispute Resolution Mechanism :

The method of dispute resolution is as indicated in the bidding document.

20. Corrupt and fraudulent practices

It is expected that Bidders/Suppliers/contractors under this contract observe the highest standard of ethics during the procurement and execution of this contract.

In pursuance of this policy, the CCIC LTD.,

(a) Defines for purpose of these provisions, the terms set forth below as follows:-

(i) 'Corrupt practice' means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution, and

(ii) 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the CCIC LTD., and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competition levels and to deprive the CCIC LTD., of the benefits of free and open competition.

(b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for contract in question.

Bidders shall be aware of the provision stated in **clause 2.1** and **clause 8.3** of the general condition of the contract.

Part II

TENDER

I/We have read and examined the invitation for bid, Bidding data, Specifications applicable, Drawings & Designs, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the Bidding document for the work. I/We hereby tender for the execution of the work specified for the CCIC LTD within the time specified in Bidding data, viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions given in guidelines to Bidders and in Clause 4.1 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable. We agree to keep the tender open for sixty (60) days from the due date of submission thereof and not to make any modifications in its terms and conditions. A sum of Rs. _____ has been deposited in the form of demand draft/FDR/Bank guarantee of a scheduled bank as earnest money. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that CCIC LTD., shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if/we fail to commence work as specified, I/we agree that CCIC LTD. shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Bidding data and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 4.2 of the Bidding document.

I/we hereby declare that I/we shall treat the Bidding documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Signature of Contractor

Dated _____

Postal Address

Witness:

Address:

Occupation:

ELIGIBILITY CRITERIA

ANNEXTURE-A

S.No.	Criteria
A.	Experience of having successfully executed similar value order for product bided during last 3 years ending on 31.03.2010 at either of the following (attach copy of satisfactory completion certificate / any other documentary proof from the client of the tenderer) <i>Three similar completed works costing not less than 11 lacs each.</i> <i>Or</i> <i>Two similar completed works costing not less than 16 lacs each.</i> <i>Or</i> <i>One similar completed work costing not less than Rs. 25 lacs</i>
B.	Total experience in subject of supply/execution should be minimum of 5 years
C.	Average annual financial turnover during the last 3 years, ending 31 st March of the previous financial year, should be at least Rs.75 lacs (attach copies of audited balance sheet and profit & loss account)
D.	The contractor should posses a valid PF and ESI number in the name of the Firm / Company applying for the bid (attach photocopies of registration documents).

LETTER OF ACCEPTANCE

_____ (date)

To: _____

_____ (name and address of the contractor)

Dear Sirs,

This is to notify you that your Bid dated _____ for execution of the _____ (name of the contract and identification number, as given in the instructions to Bidders) for the Contract Price of Rupees _____ (amount in words and figures as corrected and modified in accordance with the instructions to Bidders) is hereby accepted by our agency.

You are hereby requested to furnish performance Security.

Please acknowledge receipt.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency.

ISSUE OF NOTICE TO PROCEED WITH THE WORKS

To

_____ (name and address of the contractors)

Dear Sirs,

Pursuant to your furnishing the requisite security as stipulated in ITB and signing of the contract for the implementation/construction of _____ a Bid Price of Rs. _____ you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully

(Signature, name and title of signatory authorized to sign on behalf of Employer)

CONTRACT FORM

This Contract made the _____ day of _____ to _____ between
(name and address of CCIC LTD.,) (hereinafter called “the CCIC LTD.”)
and _____

_____ (name and address of contractor) (hereinafter called
“the Contractor” of the other party). WHEREAS the CCIC LTD., is desirous that the Contractor executes.

GENERAL CIVIL-INTERIOR & ELECTRICAL WORK at their proposed office at **BEST BUS DEPOT,
DINDOSHI, MUMBAI**

(name of contract) (hereinafter called “the Works”) and the CCIC LTD., has accepted the Bid by the Contractor for the
execution and completion of such works and the remedying of any defects therein, at a contract price of Rs.

.....

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. In this Contract, words and expressions shall assume the same meanings as are respectively assigned to them in the
conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this
Agreement.

2. In consideration of the payments to be made by the CCIC LTD., to the Contractor as hereinafter mentioned, the
Contractor hereby covenants with the CCIC LTD., to execute and complete the works and remedy the defects therein in
conformity in all aspects with the provisions of the contract.

3. The CCIC LTD., hereby covenants to pay the Contractor in consideration of the execution and completion of the
works and in remedying the defects wherein 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.

4. The following documents shall be deemed to form and be read and construed as part
of this Contract, viz.:

i) Letter of Acceptance

ii) Notice to proceed with the works

iii) Contractor’s Bid

iv) Bidding data

v) General conditions of contract (including special conditions of contract)

vi) Specifications

vii) Drawings

viii) Bill of quantities

ix) Any other documents listed in the contract data as forming part of the contract

IN WITNESS WHEREOF the Parties have caused this Contract to be executed the day and
year first before written.

Binding signature of CCIC LTD., Signed by _____

Binding signature of Contractor Signed by _____

In the presence of
(Witnesses)

1.

2.

GENERAL CONDITIONS & CLAUSES OF CONTRACT**CONTENTS****1.0 Definition and Interpretation**

- 1.1 Definition of Terms
- 1.2 Scope & Performance
- 1.3 Works to be carried out
- 1.4 Sufficiency of Tender
- 1.5 Discrepancies & adjustment of errors
- 1.6 Signing of contract

2.0 General Obligations

- 2.1 Work not to be sublet and action in case of insolvency
- 2.2 Changes in Firm's Constitution to be intimated
- 2.3 Contractor To Indemnify Govt. Against Patent Rights:
- 2.4 Withholding and Lien in respect of Sums due from Contractor
- 2.5 Levy/Taxes Payable By The Contractor:
- 2.6 Conditions for Reimbursement of Levy/Taxes, if Levied after Receipt of Tenders
- 2.7 If the Relation Working in the Department:
- 2.8 Prohibition to Work as Contractor
- 2.9 Apprentices Act's Provisions to be Complied with:

3.0 SECURITY FOR PERFORMANCE:

- 3.1 Performance Guarantee
- 3.2 Recovery of Security Deposit

4.0 Execution of Works

- 4.1 Works to be executed in accordance with specifications, Drawings, orders etc.
- 4.2 Deviations/Variations Extent and Pricing:
- 4.3 Action in case work not done as per Specifications:
- 4.4 Contractor liable for damages, defects, during maintenance period
- 4.5 Contractor shall supply Tools & Plants, etc:
- 4.6 Employment of Technical Staff and Employees

5.0 Materials and Machineries

- 5.1 Materials to be provided by the Contractor:
- 5.2 Dismantled Material Govt. Property:
- 5.3 Arrangement for Water for Construction:

6.0 Measurement and Payment

- 6.1 Measurements of Work Done:
- 6.2 Intermediate Payment
- 6.3 Completion Certificate and Completion Plans:
- 6.4 Payment of Final Bill
- 6.5 Release of Security Deposit after Labor Clearance:
- 6.6 Secured advance
- 6.7 Compensation during warlike situation

7.0 Observance of Labour Regulation

- 7.1 Recovery of compensation paid to workmen:
- 7.2 Ensuring Payment and Amenities to Workers, if Contractor fails:
- 7.3 Labour Laws to be complied:
- 7.4 Payment of Wages:
- 7.5 Arrangement for Safety Provisions:
- 7.6 Submission of Labour Return:
- 7.7 Rules Framed by Govt. to be complied:
- 7.8 Leave and Pay Regulations:
- 7.9 Default of any of the provisions of Contractors' Labour Regulations:
- 7.10 Provision of tents, Water Supply to the Labourer:
- 7.11 Removal of Contractor's Employee:
- 7.12 Minimum Wages Act to be complied with

8.0 Operation Of Contract

- 8.1 Time and extension for delay
- 8.2 Compensation for delay.
- 8.3 When Contract Can Be Determined
- 8.4 Foreclosure of Contract due to abandonment or reduction in scope of work:
- 8.5 Cancellation of Contract in full or part:
- 8.6 Termination of contract after death of contractor

9.0 Dispute Resolution

10. Miscellaneous provisions

11. Laws Governing the Contract

1.0 Definition and Interpretation: In this Contract, unless the context requires otherwise, the following terms shall have the meaning ascribed to them here under :-

1.1 Definition

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

- i) **Works or work** means the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- ii) **Site** means the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- iii) The **Contractor** means the individual, firm or company, whether incorporated or not, undertaking the works and includes the legal representative of such individual, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- v) The **CCIC LTD.**, means the Officer who is authorized and signs the contract shall be in-charge of the work.
- vi) The **Architects appointed** means the officer who shall supervise the work on behalf of the CCIC LTD.,
- vii) **Accepting Authority** means the authority mentioned in Bidding Data.
- viii) **Accepted Risks** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of CCIC Ltd, damage from aircraft, acts of God such as earthquake, lightning and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by CCIC Ltd of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to CCIC LTD's faulty design of works.
- ix) **Market Rate** shall be the rate as decided by the CCIC LTD., on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Bidding Data to cover all overheads and profits.
- (x) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the bid papers or the standard Schedule of Rates of CCIC Ltd mentioned in Bidding Data hereunder, with the amendments thereto issued up to the date of receipt of the bid.
- (xi) **Bid Amount** means the value of the entire work as stipulated in the letter of award.

1.2 Interpretation:

- i) The **Contract** means and includes the documents forming the bids and acceptance thereof and the formal agreement executed between the competent authority on behalf of the President of India and the bidders, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the CCIC LTD., and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- ii) Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and viceversa.
- iii) Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- iv) The original Contract shall remain with the CCIC LTD.,. The contractor shall be furnished, free of cost one certified copy of the contract documents together with all drawings as may be forming part of the bidding documents except standard specifications, Schedule of Rates and similar other printed and published documents. None of these documents shall be used for any purpose other than that of this contract.

1.3 Discrepancies & adjustment of errors:

The several documents forming Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

In the case of discrepancy between the schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed:-

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

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

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

1.4 Sufficiency of Tender:

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender information for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

1.5 Signing of Contract :

The successful bidder, on acceptance of his tender by the Accepting Authority, shall, within 07 days from the stipulated date of start of the work, sign and execute the Contract consisting of:-

- i) The invitation for bids, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto, and
- ii) Standard Form as mentioned in Bidding Data consisting of:
 - a) Various standard clauses with corrections up to the date along with annexure thereto.
 - b) Safety Code.
 - c) Model Rules for the protection of health, sanitary arrangements for workers employed; and
 - d) Contractor's Labour Regulations.

1.6 Works to be carried out:

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good industry practice and recognized principles.

2.0 General Obligations:

2.1 Work not to be Sublet and Action in Case of Insolvency or Attempt to influence contract:

The contract shall not be assigned or sublet without the prior written approval of the CCIC LTD.,. If the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, before or after the execution of the contract be given, promised or offered by the contractor, or any of his servants or agent or associate to any public officer or person in the employ of CCIC Ltd in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the CCIC LTD., shall have power to adopt the course specified in Clause 8.3 hereof in the interest of CCIC Ltd and in the event of such course being adopted, the consequences specified in the said Clause shall ensue.

2.2 Changes in Contractor's organization to be approved:

Where the contractor is a partnership firm, the previous approval in writing of the CCIC LTD., shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where-under the partnership firm would have the right to carry out the works undertaken by the Contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 2.1 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause.

2.3 Contractor To Indemnify CCIC LTD. Against Patent Rights:

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

2.4 Withholding and Lien in Respect of Sums due from Contractor:

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

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the CCIC LTD., will be kept withheld or retained as such by the CCIC LTD., till the claim arising out of or under the contract is determined by the arbitrator (if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the

contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the CCIC LTD., shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

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

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

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the CCIC LTD., or any other contracting person or persons through CCIC LTD., against any claim of the CCIC LTD., or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the CCIC LTD., or with such other person or persons.

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

2.5 Levy/Taxes Payable By The Contractor:

i) Sales Tax or any other tax on materials in respect of this contract shall be payable by the Contractor and the CCIC LTD., shall not entertain any claim whatsoever in this respect.

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

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

2.6 Conditions for Reimbursement of Levy/Taxes, if Levied after Receipt of Tenders :

All tendered rates shall be inclusive of all taxes and levies payable under respective statutes.

However, pursuant to the Constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies, the contractor shall be reimbursed the amount so paid, provided such payment, if any, is not, in the opinion of the CCIC LTD., (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

The contractor shall keep books of accounts and other documents for the purpose of this condition as may be necessary to clearly arrive at such amounts and shall allow inspection of the same by a duly authorized representative of the CCIC LTD., and further shall furnish such other information/document as the CCIC LTD., may require from time to time.

2.7 If the Relation Working in the Department :

The Contractor shall not be permitted to tender for works with the CCIC LTD., office in which his near relative is posted as Accountant or as an officer in any capacity as Architects appointed. He shall also intimate the names of persons who are near relatives to any Officer in the department or who are working with him in any capacity or are subsequently employed by him. Any breach of this condition by the Contractor shall render him liable to be removed from the approved list of contractors of the Department. If, however, the contractor is registered in any other department, he shall be debarred from tendering for any breach of this condition

NOTE: By the term "near relatives" is meant wife, husband, parents and grand parents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

2.8 Prohibition to Work as Contractor

No PERSON appointed of gazetted rank or other gazetted officer employed in / appointed or administrative duties in any department of CCIC Ltd shall work as a Contractor or employee of a Contractor for a period of two years after his retirement from CCIC Ltd service without the previous permission of CCIC LTD in writing. This contract is liable to be cancelled if either the Contractor or any of his employees is found at any time to be such a person who had not obtained the permission of CCIC LTD as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

2.9 Provisions of the Apprentices Act to be Complied with :

The Contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Architects appointed may, in his

discretion, cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

3.0 Security for performance:

3.1 Performance Guarantee :

i) The Contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the contract price in addition to other deposits mentioned elsewhere in the contract for his proper performance and due fulfillment of the terms and conditions of the Contract, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Bid Data from the date of issue of letter of acceptance. This period can be further extended by the CCIC LTD., up to a maximum period as specified in bidding data on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the CCIC LTD.,. This guarantee shall be in the form of Demand Draft/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-). In case a fixed deposit receipt is furnished by the contractor to CCIC Ltd as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt when demanded, the loss caused thereby shall fall on the contractor and on demand the contractor shall forthwith furnish additional acceptable security to CCIC Ltd to make good the deficit.

ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days thereafter. In case the time for completion of work gets enlarged, the Contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work.

After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the Contractor, without any interest.

iii) The CCIC LTD., shall not make a claim under the performance guarantee except for amounts to which the CCIC LTD., is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the Contract) in the event of:

a) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the CCIC LTD., may claim the full amount of the Performance Guarantee.

b) Failure by the Contractor to pay the CCIC LTD., any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Contract, within 30 days of the service of notice to this effect by CCIC LTD.,.

iv) In the event of the Contract being determined or rescinded under provision of any of the Clause/Condition of the Contract, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the CCIC LTD.,. All compensations or the other sums of money payable by the Contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the Contractor by the CCIC LTD., on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the Contractor shall within 10 days make good in Demand draft or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks (if deposited for more than 12 months) endorsed in favour of the CCIC LTD.,, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the Contractor at the rates mentioned above and the Earnest money if deposited at the time of tenders will be treated a part of the Security Deposit.

v) The performance Guarantee shall be continuous and revolving for the whole of the warranty period. In case, the Bank Guarantee is invoked during the warranty period, the Bank Guarantee shall be replenished by an equal amount within 15 days by the contractor.

3.2 Recovery of Security Deposit:

In the alternative to deposit of Performance Guarantee under clause 3.1, the CCIC LTD., may, in its discretion which is final, agree to deduct a sum at the rate of 10% of the gross amount of each running bill of the Contractor till the sum along with the sum already deposited as earnest money, which will amount to security deposit of 5% of the bid value of the work. Such deductions will be made and held by CCIC Ltd by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above

4.0 Execution of Work

4.1 Works To Be Executed In Accordance With Specifications, Drawings, Orders Etc.:

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

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

4.2 Deviations/Variations Extent and Pricing :

The CCIC LTD., shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non availability of a portion of the site or for any other reasons and the Contractor shall be bound to carry out the works in accordance with any instructions given to him in writing

signed by the CCIC LTD., and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the Contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

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

i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus

ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the CCIC LTD.,.

In the case of extra item(s) the Contractor may within 07 days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the CCIC LTD., shall within 15 DAYS of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the Contractor, determine the rates on the basis of the market rates and the Contractor shall be paid in accordance with the rates so determined.

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

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

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

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in Bidding Data, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities the CCIC LTD., shall within 15DAYS of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Bidding Data, and the CCIC LTD., shall after giving notice to the contractor within 15 DAYS of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

The Contractor shall send to the CCIC LTD., once every ten days an up to date account giving complete details of all claims for additional payments to which the Contractor may consider himself entitled and of all additional work ordered by the CCIC LTD., which he has executed during the preceding quarter failing which the Contractor shall be deemed to have waived his right. However, the CCIC LTD., may authorize consideration of such claims on merits.

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

4.3 Action in Case Work not Done as per Specifications :

All works under or in course of execution or executed in pursuance of the contract shall at all times be open and accessible to the inspection and supervision of the CCIC LTD., and The Architect, and the Contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the Contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

If it shall appear to the CCIC LTD., or his authorized subordinates in-charge of the work or to the Architects appointed in charge of Quality Control or his subordinate officers that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract the Contractor shall, on demand in writing which shall be made within six months of the completion of the work from the CCIC LTD., specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the CCIC LTD., in his demand aforesaid, then the Contractor shall be liable to pay compensation at the same rate as under clause 8.2 of the contract (for non-completion of the work in time) for this default.

In such case the CCIC LTD., may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may

reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the Contractor. Decision of the CCIC LTD., to be conveyed in writing in respect of the same will be final and binding on the Contractor.

4.4 Contractor Liable For Damages, Defects During Defects liability period:

If the Contractor or his working staff or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within the period as specified in the Bidding Document after a certificate final or otherwise of its completion shall have been given by the CCIC LTD., as aforesaid arising out of defect or improper materials or workmanship the Contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Architects appointed cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the Contractor, or **from his security deposit or the proceeds of sale thereof** or of a sufficient portion thereof. The security deposit of the Contractor shall not be refunded before the expiry defects liability period after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

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

4.5 Contractor Shall Supply Tools & Plants, etc :

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

4.6 Employment of Technical Staff and Employees :

Contractors Superintendence, Supervision, Technical Staff & Employees

i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the Bid and before commencement of the work, intimate in writing to the CCIC LTD., the name(s), qualifications, experience, age, address(s) and other particulars along with certificates of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Bidding Document. The CCIC LTD., shall within 3 days of receipt of such communication intimate in writing their approval or otherwise of such representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the bid accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from CCIC LTD., and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the CCIC LTD., and/or his designated representative to take instructions. Instructions given to the technical representative(s) shall be deemed to have the same post as if these have been given to the contractor. The principal technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurement of works and whenever so required by the CCIC LTD., and shall also note down instructions conveyed by the CCIC LTD., or his designated representative(s) in the Site Order Book and shall affix his/their signature(s) in token of noting down the instructions and in token of acceptance of measurements/checked measurements/test checked measurements. The representative(s) shall not look after any other work. Substitutes, duly approved by CCIC LTD., of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days. If the CCIC LTD., whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or/is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Bidding Data and the decision of the CCIC LTD., as recorded in the Site Order Book and measurements recorded, checked/test checked in Measurement Books shall be final and binding on the contractor.

Further if the contractor fails to appoint a suitable principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the CCIC LTD., shall have full powers to

suspend the execution of the work until such date as a suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work.

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

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work. The minimum strength of trained and certified workers shall be 5 % of the total strength employed. The accepted certification shall be granted by government authorize organizations. The CCIC LTD., shall be at liberty to object to and require the Contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the CCIC LTD., to be undesirable. Such person shall not be employed again at works site without the written permission of the CCIC LTD., and the persons so removed shall be replaced as soon as possible by competent substitutes.

5.0 Materials and Machineries

5.1 Materials to be Provided by the Contractor :

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

The Contractor shall, at his own expense and without delay, supply to the CCIC LTD., and samples of materials to be used on the work and shall get these approved in advance from the appointed Architects of CCIC LTD. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract.

The Contractor shall, if requested by the CCIC LTD., furnish proof, to the satisfaction of the Architect., that the materials so comply. The Architect., shall within 07 days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Architect., for his approval fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Architect., shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Architect.

The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Architect., may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Architect., and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications.

The CCIC LTD., or their appointed Architect shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the Contractor shall afford every facility and every assistance in obtaining the right to such access.

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

5.2 Dismantled Material Govt. Property :

The Contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as CCIC LTD'S property and such materials shall be disposed off to the best advantage of CCIC according to the instructions / Tender terms in writing issued by the CCIC LTD.,.

5.3 Arrangement for Water for Construction :

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

i) That the water used by the Contractor(s) shall be fit for construction purposes to the satisfaction of the Architects appointed.

ii) The Architects appointed shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Architects appointed, unsatisfactory.

Water if available may be supplied to the contractor by the CCIC LTD., subject to the following conditions:-

The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/their own cost in the event of any temporary break down in CCIC Ltd, water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The CCIC LTD., shall be the final authority to determine the cost recoverable from the Contractor on this account and his decision shall be binding on the Contractor.

He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

iii) The Contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to work shall be refunded after the expiry of this period.

6.0 Measurement and Payment

6.1 Measurements of Work Done :

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

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

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

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

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

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The Contractor shall give not less than seven days' notice to the CCIC LTD., or his authorized representative i.e. The Architect in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the CCIC LTD., or his authorized representative in-charge of the work who shall within the aforesaid period of 03 days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the CCIC LTD.,'s consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

CCIC LTD., or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

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

6.2 Intermediate Payment :

No payment shall be made for work, estimated to cost Rs. Two Lakh or less till after the whole of the work shall have been completed and certificate of completion given.

For works estimated to cost over Rs. Two Lakh, the interim or running account bills shall be submitted by the Contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the CCIC LTD.,.

The Contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/adjustment of advances for material collected, if any, since the last such payment is less than Rs. Two Lakh, in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved.

CCIC LTD., shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the Contractor to submit the bills, Architects appointed shall prepare or cause to be prepared such bills in which event no claims what so ever due to delays on payment including that of interest shall be payable to the Contractor.

Payment on account of amount admissible shall be made by the CCIC LTD., certifying the sum to which the Contractor is considered entitled by way of interim payment at such rates as decided by the CCIC LTD.,.

The amount admissible shall be paid by 31st working day after the day of presentation of the bill by the Contractor to the Architects appointed together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the CCIC LTD.,, the period of 30 working days will be extended to 45 working days.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected.

Any certificate given by the CCIC LTD., relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications.

Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the CCIC LTD., under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

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

6.3 Completion Certificate And Completion Plans:

Within ten days of the completion of the work, the Contractor shall give notice of such completion to the CCIC LTD., and within three days of the receipt of such notice the appointed architect shall inspect the work and if there is no defect in the work, shall furnish the Contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects

(a) to be rectified by the contractor and/or

(b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the CCIC LTD.,. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the CCIC LTD., may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

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

6.4 Payment Of Final Bill :

The final bill shall be submitted by the Contractor in the same manner as specified in interim bills within 45 days of physical completion of the work or within 45 days of the date of the final certificate of completion furnished by the CCIC LTD., whichever is earlier. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by CCIC LTD., will, as far as possible be made within a period of three months, the period being reckoned from the date of receipt of the bill by the Architects appointed, complete with account of dismantled materials.

6.5 Release of Security Deposit after Labour Clearance:

Security Deposit of the work shall not be refunded till the Contractor produces a clearance certificate from the Architect. As soon as the work is virtually complete the Contractor shall apply for the clearance certificate to the Architect under intimation to the CCIC LTD.

The CCIC LTD., on receipt of the said communication, shall write to the Architect to intimate if any complaint is pending against the Contractor in respect of the work.

If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Architect to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

6.6 Secured Advance on non-Perishable Materials :

The Contractor, on signing an indenture in the form to be specified by the CCIC LTD., shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials which are in the opinion of the appointed architect are nonperishable, non-fragile and noncombustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works.

When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/ deducted from the next payment made under any of the clause or clauses of this contract.

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

6.7 Compensation During Warlike Situation :

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the Contractor until the work has been delivered to the CCIC LTD., and a certificate from him to that effect obtained.

In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation (i.e. war, border skirmishes, invasion, act of foreign enemies, rebellion, revolution, insurrection of military or usurped powers, or civil war, action against terrorist/ militants), the Contractor shall, when ordered (in writing) by the CCIC LTD., to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the CCIC LTD., such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the CCIC LTD.,. The Contractor shall be paid for the damages/destruction suffered and for the restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract.

The certificate of the CCIC LTD., regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations

(a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the A.R.P. Officers or the CCIC LTD.,

(b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.

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

7.0 Observance of Labour Regulation

7.1 Recovery Of Compensation Paid To Workmen :

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

7.2 Ensuring Payment and Amenities To Workman, If Contractor Fails:

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, CCIC Ltd is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 7.10 or under the Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Contractors, CCIC LTD will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of CCIC Ltd, under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, CCIC Ltd shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by CCIC LTD to the contractor whether under this contract or otherwise CCIC LTD shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the CCIC LTD full security for all costs for which CCIC LTD might become liable in contesting such claim.

7.3 Labour Laws to be complied:

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

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

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

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

7.4 Payment of Wages:

i) The Contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

ii) The Contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his subcontractors in connection with the said work, as if the labour had been immediately employed by him.

iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the Contractor shall comply with or cause to be complied with the contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

iv) a) The CCIC LTD., concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

b) Under the provision of Minimum Wages (Central) Rules 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the CCIC LTD., shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the CCIC LTD., concerned.

v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, **Minimum Wages Act, 1948**, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the **Contractor's Labour (Regulation and Abolition) Act 1970**, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

vi) The contractor shall indemnify and keep indemnified CCIC LTD against payments to be made under and for the observance of the laws aforesaid and the Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the Contractor to the workmen directly without the intervention of subcontractor and that subcontractor shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the subcontractor from the wage of workmen..

7.5 : Arrangement for Safety Provisions :

In respect of all labour directly or indirectly employed in the work for the performance of the Contractor's part of this contract, the Contractor shall at his own expense arrange for the safety provisions as per. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the Contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.500/- for each default and in addition the CCIC LTD., shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the Contractor.

7.6 Submission Of Labour Return :

The contractor shall submit by the 4th and 19th of every month, to the Architects appointed a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:-

- (1) the number of labourers employed by him on the work,
- (2) their working hours,
- (3) the wages paid to them,
- (4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them.

Failing which the Contractor shall be liable to pay to CCIC LTD, a sum not exceeding Rs.500/- for each default or materially incorrect statement. The decision of the CCIC LTD., shall be final in deducting from any bill due to the Contractor the amount levied as fine and be binding on the contractor.

7.7 Rules Framed By Govt. To Be Complied :

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

7.9 Default of any of the Provisions of Contractors' Labour Regulations :

In the event of the contractor(s) committing a default or breach of any of the provisions , Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Govt. a sum not exceeding Rs500/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the CCIC LTD., shall be final and binding on the parties.

Should it appear to the Architects appointed that the contractor(s) is/are not properly observing and complying with the provisions of the Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R & A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the

CCIC LTD., shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the CCIC LTD., shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s).

7.11 Removal of Contractor's Employee :

The CCIC LTD., may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

8.0 Operation of contract

Time and Extension for Delay :

The time allowed for execution of the Works as specified in the Bidding data or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in letter of acceptance or from the date of handing over of the site whichever is later.

If the Contractor commits default in commencing the execution of the work as aforesaid, CCIC Ltd shall without prejudice to any other right or remedy available in law, beat liberty to forfeit the earnest money & performance guarantee absolutely.

As soon as possible after the Contract is concluded the Contractor shall submit a Time and Progress Chart and get it approved by the CCIC LTD.,. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the CCIC LTD., and the Contractor and further to ensure good progress during the execution of the work, the contractor shall in all cases complete the work as per the schedule.

If the work(s) be delayed by:-

- i) force majeure events, or
- ii) abnormally bad weather, or
- iii) serious loss or damage by fire, or
- iv) civil commotion, local commotion of workmen, strike (excluding by Party's employees) or lockout (excluding by Party's employees), affecting any of the trades employed on the work , or
- v) delay on the part of other contractors or tradesmen engaged by CCIC LTD., in executing work not forming part of the Contract, or
- vi) any other cause which, in the absolute discretion of the authority mentioned in Bidding Data is beyond the Contractor's control and not brought about at the instance of the Contractor claiming to be affected by such event. then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the CCIC LTD., but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the CCIC LTD., to proceed with the works.

Request for rescheduling of work and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

In any such case the authority mentioned in Bidding Data may give a fair and reasonable extension of time. Such extension shall be communicated to the Contractor by the CCIC LTD., in writing, within 15 DAYS of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the CCIC LTD., and this shall be binding on the contractor.

8.2 Compensation For Delay :

If the contractor fails to maintain the required progress in terms of clause 8.1 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to CCIC Ltd, on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the competent authority (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/week (as applicable) that the progress remains below that specified in Clause 8.1 or that the work remains incomplete.

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

- i) Compensation @ 1.0 % per week of delay for delay of work to be computed on per day basis for repairs work up to Rs. 10 Lakh and for all other works 0.5% of the contract value per week of delay subject to maximum of 10% of contract value.

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

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the CCIC Ltd.

8.3 When Contract Can Be Determined:

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

- i) If the contractor having been given by the CCIC LTD., a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

- ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- iii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the CCIC LTD., (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the CCIC LTD.,.
- iv) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the CCIC LTD.,.
- v) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the CCIC LTD.,.
- vi) If the contractor commits any acts mentioned in Clause 2.1 hereof; or
- vii) If the work is not started by the contractor within 1/8th of the stipulated time.

When the contractor has made himself liable for action under any one or more of the cases aforesaid, the CCIC LTD., shall have powers:

- a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the CCIC LTD., shall be conclusive evidence). Upon such determination or rescission, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the CCIC Ltd/ the CCIC LTD.
- b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work.

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

8.5 Cancellation Of Contract In Full Or Part :

If Contractor:

- i) at any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days from the CCIC LTD. or
- ii) commits default to complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the CCIC LTD., or
- iii) fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the CCIC LTD.,; or
- iv) shall offer or give or agree to give to any person in CCIC LTD service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for CCIC Ltd; or
- v) shall enter into a contract with CCIC LTD in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority/CCIC LTD.,or
- vi) shall obtain a contract with CCIC LTD as a result of wrong tendering or other non-bonafide methods of competitive tendering; or
- vii) being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- viii) being a company, shall pass a resolution or the Court shall make an order for the winding up of the company, or a receiver or manager on behalf of the debenture holders or otherwise shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- ix) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or
- x) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Accepting Authority;

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

The CCIC LTD., shall on such cancellation by the Accepting Authority have powers to:

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

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

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

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

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

8.6 Termination Of Contract After Death Of Contractor:

Without prejudice to any of the rights or remedies under this contract if the Contractor dies, the managing Director on behalf of the CCIC Ltd., shall have the option of terminating the contract without compensation to the Contractor.

9.0 Dispute Resolution Mechanism:

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

If any dispute arises between the CCIC LTD., and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after the repudiation or other termination of the Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Architects appointed, the decision of CCIC Ltd., would be final.

All matters of dispute would be settled in the Jurisdiction of Mumbai

10. Miscellaneous provisions:

- (i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Contractor/Consultant shall notify the CCIC LTD of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) Each member/constituent of the Contractor/Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the CCIC LTD for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- (v) The Contractor/Consultant shall at all times indemnify and keep indemnified the CCIC LTD against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (vi) The Contractor/Consultant shall at all times indemnify and keep indemnified the CCIC LTD against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.
- (vii) The Contractor/ Consultant shall at all times indemnify and keep indemnified the CCIC LTD against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- (viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Consultant) for any engagement, service or employment in any capacity in any office or establishment of CCIC Ltd of India or the CCIC LTD.

11. Laws Governing the Contract:

This contract shall be governed by the Laws of India for the time being in force.

Format for Technical Bid

To,
 Central Cottage Industries Corporation of India Ltd.
 34, Chhatrapati Shivaji Maharaj Marg,
 Mumbai – 400 035.

Description of the works : GENERAL CIVIL-INTERIOR & ELECTRICAL WORK at their proposed office at
BEST BUS DEPOT, DINDOSHI, MUMBAI

1.	Name of The Bidder (Company Name)	
2.	Address of Corporate Office	
3.	Address of Dealing Branch Office	
4.	Telephone No	
5.	Fax No.	
6.	Contact Person for the Project With Telephone No, Email	
7.	Details of work experience with proof a) with Govt. bodies/PSUs b) with any other company	
8.	Type of Business	
9.	Details of sister concerns (i) Name and Address (ii) Activities engaged in by sister concerns (iii) Name, address and telephone numbers of proprietors/Directors/Partners of Sister concerns	
10.	Constitution of the Firm Whether proprietor or Partnership or Co.op. society or Company(enclose copy of partnership deed/registration of society/Memorandum and Articles of Association, duly attested) Whether registered or not, in case registered, Registration No. and date/place of Registration or incorporation.	
11.	PF No. ESI No. PAN No. Service tax no.	
12.	Details of proprietor or partners or Directors i.e. their names, address, telephone numbers, CV (Attested copies of registered partnership Deed, Form A&B to be enclosed)	--Please enclose separate annexures--

13.	Does your company have an existing relationship with CCIC? Describe the nature and extent of this relationship. OR If worked with CCIC earlier, give details of the period for which worked and under what name & style	
14.	Financial status Whether Income Tax Assessee or not	
15.	Turnover (enclose a copy each of audited balance sheet, Profit & Loss A/c. as well as Attested copies of Assessment orders>Returns filed with Income Tax Deptt. For the last 3 years)	
	Year 2009-10	
	Year 2008-09	
	Year 2007-08	
16	Experience of having successfully executed similar value order for product bided during last 3 years ending on 31.03.2010	Please enclose supporting documents
17	i) Details of bankers, addresses, telephone numbers and Bank A/c Number ii) Details of credit limits, if any	
18	ISO 9001 Certification details and validity /area	
19	Whether any criminal case or FIR filed against any partner or proprietor or director or convicted by any Court of Law or any case pending under Essential Commodities Act or any other Act pending in any other Court of Law if so, give details.	
20	The amount of earnest money deposited with Demand Draft/Pay Order No, date and the Nationalized Bank on which drawn.(Cheque will not be accepted)	

Declaration:

1. The particulars furnished in the above tender form are true to the best of my / our knowledge and belief and no material fact has been concealed therein.
2. I/We undertake to execute the contract in the event of its being awarded by the CCIC of India Ltd., and in the event of my / our failure to do so the Corporation shall be entitled to forfeit the earnest money deposited by me / us and the Corporation shall be free to assign the contract to any other Agency at my / our risk and cost.
3. I/We carefully have gone through the attached terms and conditions and I/We undertake to abide by the same and execute necessary agreement containing attached terms and conditions or any additional terms & conditions which the CCIC may like to add with mutual consent.
4. I/We hereby declare that I/We am/are proprietors/ partners/Director in other firm, viz. M/s. _____ and these sister concerns have not applied against the same advertisement.

Signature of Authorized Signatory: _____

Name and Title Of Authorized Signatory: _____

Name of Firm/Company: _____

Date : _____

FORMAT FOR FINANCIAL BID

Description of the works : Civil & Electrical Works

S.No.	Particulars	
1.	Name of the Supplier/ Company/ Firm Name	
2.	Address	
3.	Total value of work (Civil & Electrical inclusive of all Taxes and Duties) as per BOQ attached with rates Rupees in Figures : Rupees in Words :	

Date: _____

(Signature of the Proprietor / Partner /
Director)
with Seal

Advertisement

**Central Cottage Industries Corporation of India Ltd.
34, Chhatrapati Shivaji Maharaj Marg,
Mumbai – 400 035.**

TENDER NOTICE

Sealed tenders are invited for Civil & Electrical works and supply of customized fixtures at Company's upcoming showroom at Dindoshi. For details log on to website www.thecottage.in or contact at Phone No.022-22021101/22844181.

**Sd/-
Additional General Manager**



Civil, Carpentry, MS Work & Painting

S. No.	Specifications	Unit	Rate per Unit	Quantity	Amount in INR
SECTION - A DEMOLITION & BRICKWORK					
A01	Dismantling of Brickwork with scaffolding including RCC Patli, plaster, Dado etc.				
	a) Brick work with approved quality burnt bricks				
	115mm Thk	Sqm		52	0.00
	300mm Thk	Sqm		28	0.00
A02	Removing existing Window frames with shutters from walls, including holdfasts and all other hardware and fittings, followed with part wall brickwork dismantling.	Sqm		38	0.00
A03	Removing existing Rolling shutter from wall, including holdfasts and all other hardware and fittings.	Sqm		6	0.00
A04	Removing existing Door frames with shutters from wall, including holdfasts and all other hardware and fittings.	No.		3	0.00
A05	Carting away the Debris from the site and disposing.it in a suitable manner	Cum		30	0.00
	TOTAL OF A :-				0.00
SECTION - B MASONRY, PLASTERING & WATER PROOFING					
B01	Providing and constructing brick work 150mm thick in superstructure with good quality locally available burnt bricks.	Sqm		25	0
B02	Providing and constructing brick work 300mm thick in superstructure with good quality locally available burnt bricks.	Sqm		23	0
B03	Providing and laying 6" high raised floor with brick bat coba waterproofing for toilet area to accommodate nahni trap and drainage pipes with proper slope.	Sqm		5	0
B04	Providing and applying cement plaster in single coat in cement sand mortar 1:4 to all internal surfaces at all levels and in all shapes including surface preparation.	Sqm		100	0
B04	Providing and applying cement plaster in single coat in cement sand mortar 1:4 to all ceiling surfaces at all levels and in all shapes including surface preparation.	Sqm		80	0
B05	Providing and applying cement plaster in double coat in cement sand mortar 1:4 to all external surfaces at all levels and in all shapes including surface preparation.	Sqm		28	0
	TOTAL OF B :-				0
SECTION - C DOORS, WINDOWS, PARTITIONS, GLAZING, RAILING & VENTILATORS					
C01	Providing, making and fixing black Granite frames of approved colour	RM		12	0
C02	Providing and fixing 35 mm thick solid core flush shutter single leaf (Anchor or equivalent confirming to IS:2202 (Part 1):1991 with Laminate (Greenlam 1mm or equivalent) on both sides of size 700 X 2100	No.		2	0
C03	8mm Clear Glass (Saint Goabin or equivalent) annodised, fixed with 40 X 75 Aluminium section (Jindal or equivalent) with suitable Aluminium beading, gasket and silicon sealant.	Sqm		12	0
C04	Providing and fixing Toughned glass double leaf door of 1200 x 2100 size, with fixed glass panes on both sides fixed to wall with necessary (Earl Bihari or equivalent) hardware and fittings	Sqm		12	0
	TOTAL OF C :-				0
SECTION - D CEILING & FALSE CEILING					
D02	Punning with 12mm to 19mm thick layer of super fine plaster of Paris (anhydrous gypsum) applied over selected existing plastered surface on walls and columns finished smooth, surface prepared by hacking and applying a coat of cement slurry if required including all incidentals etc. complete.	Sqm		200	0
D03	Providing and fixing 25 thk Gypsum false ceiling of India Gypsum make with necessary GI section framing as per manufacturer's specifications. Rate to be included all kinds of profiles, cut outs required for light fixtures, Speakers, Smoke detector, trap doors and AC grill in the ceiling.	Sqm		600	0
	TOTAL OF D :-				0
SECTION - E PAINTING					
E01	Providing and applying plastic emulsion of approved colour & shade, cleaning the surface and make it free from dust by scrapping, cleaning etc.	Sqm		800	0
E02	Providing and applying one coat of cement primer, and two coats of Acrylic exterior paint of Asian paints / ICI Paints or equivalent of approved shade .	Sqm		150	0
E03	Providing and applying one coat of cement primer, and two coats of Acrylic exterior paint of Asian paints / ICI Paints or equivalent of approved shade on Boundry wall	Sqm		25	0
E04	Providing and applying one coat of oil based enamel paint (of Asian Paints / ICI Paints or equivalent) including cleaning, red oxide etc. on MS Work and wooden windows etc	Sqm		50	0
	TOTAL OF E :-				0
	Grand Total				0

Notes:

- 1 Cement used to confirm to IS 8112-1989 for 43 grade OPC
- 2 Plywood used to confirm to MR Grade, IS 303:1989
- 3 MDF used to confirm to IS 12406 Grade I
- 4 Laminate to be Greenlam or equivalent make
- 4 SS used should be 304 Grade



Toilet and Plumbing work

S. No.	Specifications	Unit	Rate per Unit	Quantity	Amount
SECTION - F SANITARY FIXTURES & FITTINGS					
1.0	Supplying, installing, testing & commissioning to the entire satisfaction of the CCIC, glazed european water closet with seat cover (Parryware or equivalent)	No.		1	0
2.0	Providing and fixing glazed vitreous wall hung Wash Basin Rectangular of ivory colour. (Parryware or equivalent)	No.		1	0
3.0	Providing & fixing in position 15 mm C.P. brass two way bib cocks of best quality of Jaquar or equivalent make	No.		1	0
4.0	Providing & fixing in position 15 mm C.P. pillar cock with connecting pipes ,nuts washers, etc Jaquar or equivalent make	No.		1	0
5.0	Providing & fixing 15mm C.P. brass angle valve with C.P. copper connecting pipe 450 mm long and nuts, washer and brass flange complete.	No.		2	0
6.0	Providing & fixing flush tank with necessary fittings. (Parryware or equivalent)	No.		1	0
7.0	Providing and Fixing soap dispenser of approved make (of Jaquar or equivalent make)	No.		1	0
8.0	Providing & fixing of concealed stop cock with wall flange and necessary pipes and fittings etc. complete. of Jaquar or equivalent make	No.		1	0
TOTAL - SANITARY FIXTURES & FITTINGS					
SECTION - G INTERNAL DRAINAGE : (SOIL, WASTE, RAIN & VENT WATER PIPES & FITTINGS)					
1.0	Providing fixing, testing and commissioning in position UV stabilised PVC SWR PIPE of Supreme, Finolex, Kisan or Prince make as per IS:13592 Class-b.				
1.1	110 mm dia.	Rm		5	0
1.2	75 mm dia.	Rm		5	0
1.3	50 mm dia	Rm		4	0
2.0	Providing & fixing PVC Heavy Duty Nahni Trap of 75mm dia diameter.	No		3	0
TOTAL - INTERNAL DRAINAGE					
SECTION - H DRAINAGE :(INSPECTION CHAMBER, PVC PIPES AND FITTINGS)					
1.0	Providing & fixing 600 x 600 Inspection chamber for draining rain water	No.		3	0
2.0	Providing & fixing Inspection chamber for drainage system	No.		4	0
3.0	Providing & fixing 110 dia PVC Pipes Supreme, Finolex, Kisan or Prince make as per IS:15593 Class-b	Rm		18	0
SECTION - I WATER SUPPLY AND ACCESSORIES					
1.00	Providing, laying, jointing, fixing, testing & painting as per the approved colour Class-c.				
1.10	12mm Dia	Rm		4.00	0
1.20	20mm Dia	Rm		5.00	0
2.00	Supply, installation, testing and commissioning of gunmetal, male or female threaded isolation control valve 20mm dia	No.		1.00	0
3.00	Installation of PVC Loft Water tank of 2000Lt capacity of Sintex or approved make	No.		1.00	0
4.00	Water connection to water tank with ball valve and stop valve	Nos		1.00	0
5.00	Providing & fixing Stainlerss Steel toilet paper holder of Jaquar or equivalent make	No.		1.00	0
6.00	Providing & Fixing Jet Spray/Health faucet – with all fittings & fixtures. 573 Jaguar make	No.		1.00	0
7.00	Providing & fixing bevelled edge Mirror of 450 x 600 mm fixed on 8 mm waterproof plywood with powder coated aluminum frame.	No.		1.00	0
8.00	Providing and installing Louvered Window of size 750 x 600 mm	No.		1.00	0
TOTAL - MISC ITEMS					
Grand Total					

Notes:

- 1 Cement used to confirm to IS 8112-1989 for 43 grade OPC
- 2 Plywood used to confirm to MR Grade, IS 303:1989
- 3 MDF used to confirm to IS 12406 Grade I



Flooring and allied work

S. No.	Specifications	Unit	Rate per Unit	Quantity	Amount in INR
SECTION - J FLOORING & PAVING					
J01	Fixing Kota flooring (600mm x 600mm), laid over 20 mm thk. Cement mortar bed of CM 1:4(cement :coarse sand)with 3mm spacer and closed jointed & filled up with approved shade cement based (Roff make) grout to approval of the architect including excavation, soling and PCC	SQM		5	0
J01A	Providing and Fixing Kotah Treads and Risers to Steps with necessary champhered edges and as per design	SQM		20	0
J02	Providing / Fixing of Anti-skid / ceramic tiles of 300 X 300 / 450 x 450 size, (of Nitco or equivalent make) for floor, laid over 20-25 mm average thick cement sand mortar bed of 1:4 mix, to proper slopes and grade, fixed with neat cream of cement, closely jointed & filled up with an	SQM		4	0
J03	Providing and fixing ceramic wall tiles of Nitco or equivalent make of size 200 x 300 upto 2.1 height, fixed with neat cream of cement, closely jointed and filled up with approved shade cement based grout to approval of architect.	SQM		19	0
TOTAL OF J :-					0
Grand Total					0

Notes:

- 1 Cement used to confirm to IS 8112-1989 for 43 grade OPC
- 2 Plywood used to confirm to MR Grade, IS 303:1989
- 3 MDF used to confirm to IS 12406 Grade I



Façade & Signage

S. No.	Specifications	Unit	Rate per Unit	Quantity	Amount
SECTION -K DOORS, WINDOWS, PARTITIONS, GLAZING, RAILING & VENTILATORS					
K01	Providing & fixing 16 gauge perforated MS rolling shutter of size 2300 x 2400, with push & pull type system.	sqm		6	0
K02	Providing & fixing 16 gauge perforated MS rolling shutter of size 2490 x 2400, with push & pull type system.	sqm		6	0
K03	Providing & fixing 16 gauge perforated MS rolling shutter of size 2100 x 2400, with push & pull type system.	sqm		5.5	0
K04	Providing & fixing Railing as per detail drawing .				
i	SS brush finish (SS 304 grade)	Rm		12	0
	TOTAL OF K :-				0
	Grand Total				0

Notes:

- 1 Cement used to confirm to IS 8112-1989 for 43 grade OPC
- 2 Plywood used to confirm to MR Grade, IS 303:1989
- 3 MDF used to confirm to IS 12406 Grade I



SCHEDULE OF QUANTITY

ELECTRIFICATION AND ALLIED WORKS OF
PROPOSED SHOW ROOM FACILITY FOR
M/s CCIC at Dionsoshi, Mumbai

Sl.No.	PARTICULARS	DESCRIPTION	QTY	Unit	RATE			AMOUNT
					SUPPLY	INST	TOTAL	
A.	PANELS & DISTRIBUTION BOARDS :							
1	MAIN DISTRIBUTION PANEL		1	No.				-
	Supply, installation, testing & commissioning	Floor/Wall mounted cubicle type panel						
	Type Of Construction	Fabricated from 14/16G CRCA sheet steel compartmentalized, Rust Proofing treatment, busbar chamber & cable alley						
	Access	Front access for switchgears, connectors etc.						
	Operating Voltage	Suitable for 430 V, 3 phase / 4 Wire System , 50 Hz supply						
	Main Control Unit/ Incon	1 No. - 100/125A TPN MCCB, 16KA						
	Protection/Tripping accessories							
	Metering	1 No. - Digital Meter to read A / V / KWH / Hz with selector switch						
	Visual Indication	LED Based Phase indicating lamps, control MCBs						
	Potential Bus/Busbar	1 set - 150A TPN+E						
	Type/Material	Tinned Copper Busbar						
	Insulation	Insulated with heat shrinkable sleeves						
	Feeder section/Outgoing							
	UPS Unit	1 No. - 63A DP MCB						
	AC Units-1Ph	1 No. - 32A SP MCB						
	AC Units-3Ph	2 Nos. - 40/63A TPN MCB						
	Lighting & Raw Power DB	1 No. - 40A TPN MCB Controlling, 12/14 Nos. -- 10/16A MCB, SP [TP DISTRIBUTION] Along with 3x40A DP ELCB [One per Phase] Three Phase with Neutral & Earthing 4 Nos. - 32/40A TP MCB						
	Spare	32/40A SP MCB						
	Spare	32A TPN MCB						
		[All the Lamps shall be of LED Type Only]						
2	Emergency Lighting DB (DBE):		QRO	No.				
	Supply, installation, testing & commissioning	Wall mounted MCB double door DBs fabricated from 16/18 G CRCA sheet steel with powder coated finish & complete with the foll :						
	Controlling Unit	1 No. - 32A DP ELCB, 30mA						
	Feeders/Outgoing Distribution	8 Nos. -- 6/10A MCB, SP, 10 KA Single Phase with Neutral & Earthing						
3	UPS DB (UDB):		1	No.				
	Supply, installation, testing & commissioning	Wall mounted MCB double door DBs fabricated from 16/18 G CRCA sheet steel with powder coated finish & complete with the foll :						
	Controlling Unit	1 No. - 63A DP MCB						
	Feeders/Outgoing Distribution	4/6 Nos. -- 10/16A MCB, SP, 10 KA Single Phase with Neutral & Earthing						
4	MCCB/MCB/Isolator/Changeover Switches							
	Supplying & installing the following TPN/DP Isolators/MCCB/MCB's along with cable boxes suitable for cables as indicated							
a.		32/40/63A TPN MCB in weatherproof steel enclosure(3Ph AC)	2	Nos.				-
b.		20A Metal Clad Socket outlet with 1 No. 20A DP MCB(1Ph AC)	10	Nos.				-
c.		125A TPN MCCB in steel encloser with 125/5A CT	QRO	No.				
d.		32A 3/5 pin industrial socket outlet with lockable facility in steel enclosure for Server room (IEC60309 Type)	QRO	Nos.				

e.		32/40 DP MCB in weatherproof steel enclosure	QRO	Nos.				
		Note :						
		(1) Abbreviation Used:						
		(A) LTG - Lighting						
		(B) EME- Emergency						
		(C) Al / Alu. - Aluminium						
		(D) Cu. - Copper						
		(E) Sw - Switch						
		(F) DB - Distribution Board						
		(G) MS - Mild Steel						
		(H) CT - Current Transformer						
		(H) SFT - Smoke Supperation, Flame retardnt.Temperature Stable						
		(H) FRLS - Fire Retardant Low Smoke						
		(I) HF - Halogen Free						
		TOTAL OF 'A' CARRIED TO SUMMARY						-
B.	CABLING and ACCESSORIES :							
1	Supply, laying, Installation	Following sizes of FR PVC/SWA/PVC						
	Testing & Commissioning	insulated armoured 1100V grade aluminium & copper conductor						
		cables fixed to walls, existing trays by means of saddles, etc.						
a	Four Core	70 sqmm Al.	130	Mtrs.				-
b	Four Core	50 sqmm Al.	QRO	Mtrs.				
c	Four Core	25 sqmm Al.	70	Mtrs.				-
d	Four Core	16 sqmm Cu.	QRO	Mtrs.				
e	Four Core	06 sqmm Cu.	30	Mtrs.				-
f	Three Core	4 sqmm Cu.	205	Mtrs.				-
g	Four Core	2.5 sqmm Cu.	20	Mtrs.				-
h	Single core	16 sqmm Cu	QRO	Mtrs.				
i	Single core	10 sqmm Cu	30	Mtrs.				-
2	Cable end Termination.	Following sizes of FR PVC/SWA/PVC						
		insulated 1100V grade aluminium & copper						
		conductor cable using brass glands and						
		copper crimping lugs.						
a	Four Core	70 sqmm Al.	2	Nos.				-
b	Four Core	50 sqmm Al.	QRO	Nos.				
c	Four Core	25 sqmm Al.	6	Nos.				-
d	Four Core	16 sqmm Cu.	QRO	Nos.				
e	Four Core	06 sqmm Cu.	8	Nos.				-
f	Three Core	4 sqmm Cu.	4	Nos.				-
g	Four Core	2.5 sqmm Cu.	2	Nos.				-
h	Single core	16 sqmm Cu	QRO	Nos.				
i	Single core	10 sqmm Cu	8	Nos.				-
		TOTAL OF 'B' CARRIED TO SUMMARY						-
C	Trunking and Cable Tray Systems - Underfloor :							
1	Supply & Installing	350 x350x 50mm underfloor GI junction boxes	QRO	Nos.				
	Junction Boxes	having the 360x360mm SS cover along with knockouts						
		for pulling of cables. Rate shall be complete with support made of						
		25x5mm MS flat. Supports shall be treated for rust proofing and						
		two coats of black enamel paint						
2	Supply & Installing	250 x250x 50mm underfloor GI junction boxes	QRO	Nos.				
	Junction Boxes	having the 260x260mm SS cover along with knockouts						
		for pulling of cables. Rate shall be complete with support made of						
		25x5mm MS flat. Supports shall be treated for rust proofing and						
		two coats of black enamel paint						
3	Supply & Installing	150 x150x 50mm underfloor GI junction boxes	4	Nos.				-
	Junction Boxes	having the 160x160mm SS cover along with knockouts						
		for pulling of cables. Rate shall be complete with support made of						
		25x5mm MS flat. Supports shall be treated for rust proofing and						
		two coats of black enamel paint						
4	Supply & Installing	100mm wide 38mm wide aluminium extrusions having 16G wall thickness	QRO	Rmt				
	Trunk Way	with appropriate coupler, T's, Bends etc. Complete with fixing screws,						
		accessories etc. Rate shall include minor civil works						
5	Supply & Installing	200 mm wide, 40mm high 3 compartment	QRO	Rmt				
	Trunk Way	box trunking of 16 SWG GI with openable cover						
		including apporiate couplers & fixing hardware etc.						
6	Supply & Installing	100x50mmx14G galvanised steel	10	Rmt				-

		raceway with cover for power /tel/ data wiring including necessary bends, T's, fixing screws, etc. fixed to wall /ceiling etc.						
7	Supply& Installing Perforated GI Cable Tray	Perforated cable tray of 2 mm thick pre-galvanised iron of the following sizes including providing suspender block with 10 mm GI suspension bars Or 200mm Heigh MS stand complete as required						
a.		50x300x50 mm tray	QRO	Mtrs				
b.		50x150x50 mm tray	5	Mtrs				
TOTAL OF *C* CARRIED TO SUMMARY								-
D	WIRING INSTALLATION :							
1	First Light/Fan Primary Point Switch Controlled	Wiring to FIRST light points with 2x2.5sqmm PVC FR insulated copper 1100V grade wire through surface/conceale fixed suitable metal conduit by means of saddles,base etc. including earthing of fixtures and outlet boxes with 2.5sqmm PVC FR copper 1100V grade wire. Complete with cutting/chasing and making good on brick wall with wiring from DB to switch board and to the first light point. Rate shall include cost of modular type controlling switch.[Max. Length 15-18Mtrs]	3	Nos.				
2	Loopes/Secondary Light Point Switch Controlled	Wiring to LOOPED light points with 2x2.5sqmm PVC FR Insulated copper 1100V grade wire through surface/conceale fixed SFT PVC conduit by means of saddles,base etc. including earthing of fixtures and outlet boxes with 2.5sqmm PVC FR copper 1100V grade wire.	8	Nos.				
3	First Light/Fan Primary Point DB Controlled	Wiring to FIRST light points with 2x2.5sqmm PVC FR Insulated copper 1100V grade wire through surface/conceale fixed SFT PVC conduit by means of saddles,base etc. including earthing of fixtures and outlet boxes with 2.5sqmm PVC FR copper 1100V grade wire. Complete with cutting/chasing and making good on brick wall with wiring from DB to switch board and to the first light point. (DB Controlled Points) [Min Length - 18 to 20 Mtrs]	10	Nos.				
4	Loopes/Secondary Light Point DB Controlled	Wiring to LOOPED light points with 2x2.5sqmm PVC FR Insulated copper 1100V grade wire through surface/conceale fixed SFT PVC conduit by means of saddles,base etc. including earthing of fixtures and outlet boxes with 2.5sqmm PVC FR copper 1100V grade wire. (DB Controlled Points)	35	Nos.				
4.1	Wiring to cove Light Fixtures	Wiring to LOOPED light points in coves with 2x2.5sqmm PVC FRLS Insulated copper 1100V grade wire through surface/conceale fixed SFT PVC conduit by means of saddles,base etc. including earthing of fixtures and outlet boxes with 2.5sqmm PVC FRLS copper 1100V grade wire.	190	Nos.				
5	Switch Socket Outlets 5/15A Switch Socket (A)	Wiring to 15/20 A socket outlets using 2 nos. 4 sq.mm. FR PVC insulated copper wires & 1 no. 2.5 sq.mm. PVC insulated earth wire in 25/32 mm. SFT PVC conduit from DB independently Cost to include switch socket outlet with GI back box	1	Nos.				
6	Switch Socket Outlets 5/15A Switch Socket(B)	Wiring to 15 A socket outlets using 2 nos. 2.5 sq.mm. FR PVC insulated copper wires & 1 no. 2.5 sq.mm. PVC insulated earth wire in 20/25 mm. PVC conduit from DB independently Cost to include 16A 3 pin switch socket plate & GI back box.	4	Nos.				
6.1	Switch Socket Outlets 5/15A Switch Socket(c)	same as above (D/6) But loope dpoints Cost to include 16A 3 pin switch socket plate & GI back box.	6	Nos.				
7	Switch Socket Outlets 5A Switch Socket	Wiring to 6A switch socket outlets using 3 Nos. x 1.5 sqmm FR PVC Insulated Copper cable of 600V grade drawn thru' existing trunkig/Conduits with circuit wiring from nearest socket point., surface mounted with all necessary hardware and accessories	5	Nos.				
8	Exhaust Fan Wiring	Wiring to exhaust fans in toilets from lighting circuits. Cost to include 5 A grid switch and fused 5 A socket outlet for fan connection	QRO	Nos.				
9	Workstation Outlet FIRST POINT	Supplying and fixing of 3 Nos. 6A socket + 1 No.10A Switch outlets with all looping and connecting wires, terminal connects,	2	Nos.				

G.	Construction Period Works						
1		Providing of Construction period Electricification work including Lighting arrangement, Power socket outlets as required for 4,500sqft area. Vendor shall provide minimum 10Nos. Of 1x36W FTL fixtures, along with DB's with ELCB Protection. All the Plug Outlets shall be fixed properly with backboxes etc. Contractor shall make avail of one trained electrician at site, round the clock at site	1	Job			-
2	Drawings/records	Preparation of all records, drawings and submitting all "As BUILT" documentation to Client.	1	Job			-
		[Further contractor is responsible to maintain the entire installation in good working conditions till the job is completed / handed over to the owners. The necessary material required to complete the job and to maintain the same is solely responsibility of the contractor. The contractor has to cooperate with all other agencies and maintain the installation and provide necessary temporary power to all other bidders. All complete as required and as per the final direction and approval of the Architect / Consultant.]					
		TOTAL OF 'G' CARRIED TO SUMMARY					-
H	MISCELLANEOUS WORKS:						
1	Supply, Installation	Including T's, bends fixing hardware and necessary accessories					
a.		20 mm SFT-PVC RIGID conduit	40	Mtrs			-
b.		25 mm SFT-PVC RIGID conduit	280	Mtrs			-
c.		25 mm PVC Flexible conduit	40	Mtrs			-
d.		40 mm PVC Flexible conduit	40	Mtrs			-
e.		Providing and fixing Bracket Fan	10	No.			-
g.		Providing and fixing DG set: 62.5KVA approx	1	No.			-
		TOTAL OF 'H' CARRIED TO SUMMARY					-
I	PA/MUSIC SYSTEM						
a	Supply, Laying, Testing and Commissioning	Wiring of speakers with twin Flat 1.5sqmm shielded/op copper cored audio grade wires in 20 mm SFT PVC	8	Nos.			-
	Speaker Point Wiring 1	conduits fixed to underside of slab, complete with all accessories. Wiring from Amplifier/Source to first speaker in the loop					
b	Supply, Laying, Testing and Commissioning	Wiring of speakers with twin Flat 1.5sqmm shielded/op copper cored audio grade wires in 25 mm SFT PVC	8	Nos.			-
	Speaker Point Wiring 2	conduits fixed to underside of slab, complete with all accessories. Wiring from speaker to speaker					
c	Supply, Installation, Testing and Commissioning	6 W Ceiling speakers with line matching transformer with setting and connectors	16	No.			-
	Ceiling Mount Speakers	for volume controllers etc. Along with wooden enclosure for surface installation					
d	Supply, Installation, Testing and Commissioning	100 Watt /100-0V/16-0 ohm amplifier Suitable for PA/Music system with external input facility	1	No.			-
e	Supply, Installation, Testing and Commissioning	Single CD /VCD Player /Changer / twin cassett player having FM/AM Tuner	1	No.			-
	Music Source						
		TOTAL OF 'I' CARRIED TO SUMMARY					-
		SUMMARY					
A		PANELS & DISTRIBUTION BOARDS					-
B		CABLING and ACCESSORIES :					-
C		TRUNKING AND CABLE TRAY SYSTEM					-



Extra Work

S. No.	Specifications	Unit	Rate per Unit	Quantity	Amount
1	Providing & fixing ply boxing with ply framework	sqm		5.00	0
2	Providing & fixing bison panel (confirming to IS14286:1995) with GI or local wood framework	sqm		10.00	0
3	Providing & fixing Fire Extinguishers of 5kg capacity of Ceasfire or equivalent make (for ABC and Electrical fires)	No.		4.00	0
Total					0.00

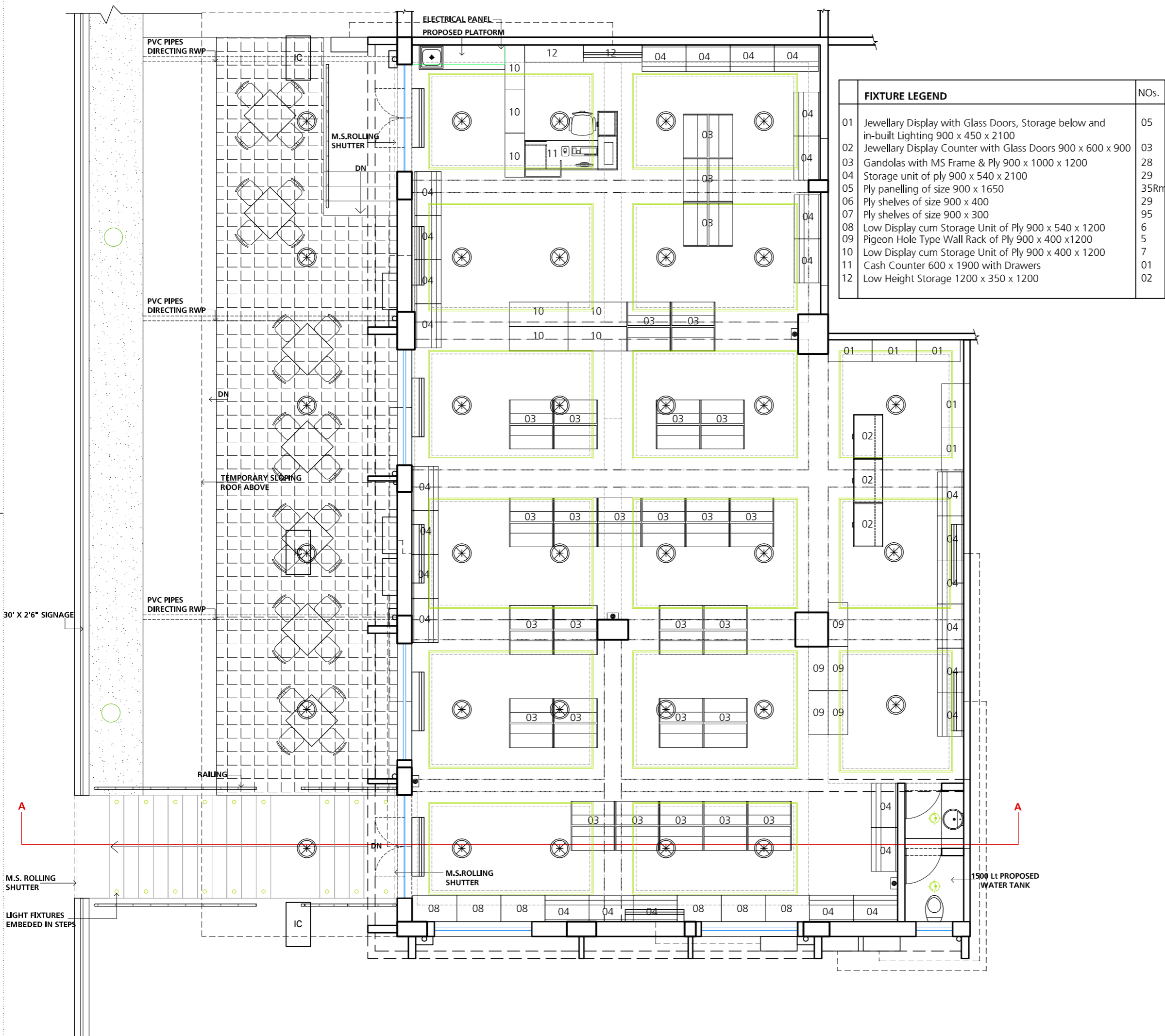
Notes:

- 1 Cement used to confirm to IS 8112-1989 for 43 grade OPC
- 2 Plywood used to confirm to MR Grade, IS 303:1989
- 3 MDF used to confirm to IS 12406 Grade I



BoQ for **Civil and Carpentry (C&C) CCIC Dindoshi**

Sr. No.	Description	Amount
A1	Civil & Finishes	0.00
A2	Toilet	0.00
A3	Flooring	0.00
A4	Façade	0.00
A5	Electrical Work	0.00
A6	Extra work	0.00
Grand Total		0.00



FIXTURE LEGEND		NOs.
01	Jewellery Display with Glass Doors, Storage below and in-built Lighting 900 x 450 x 2100	05
02	Jewellery Display Counter with Glass Doors 900 x 600 x 900	03
03	Gandolas with MS Frame & Ply 900 x 1000 x 1200	28
04	Storage unit of ply 900 x 540 x 2100	29
05	Ply panelling of size 900 x 1650	35Rm
06	Ply shelves of size 900 x 400	29
07	Ply shelves of size 900 x 300	95
08	Low Display cum Storage Unit of Ply 900 x 540 x 1200	6
09	Pigeon Hole Type Wall Rack of Ply 900 x 400 x 1200	5
10	Low Display cum Storage Unit of Ply 900 x 400 x 1200	7
11	Cash Counter 600 x 1900 with Drawers	01
12	Low Height Storage 1200 x 350 x 1200	02

- Notes**
1. ALL DIMENSIONS ARE IN MILLIMETER UNLESS MENTIONED OTHERWISE.
 2. ALL LEVELS INDICATED ARE IN MILLIMETER UNLESS MENTIONED OTHERWISE.
 3. DIMENSIONS & LEVELS INDICATED ARE STRUCTURAL UNLESS OTHERWISE SPECIFIED.
 4. THIS DRAWING, UNLESS OTHERWISE MENTIONED, IS TO BE PLOTTED TO A3 SIZE PAPER.
 5. ONLY WRITTEN DIMENSIONS ARE TO BE FOLLOWED. DO NOT SCALE THE DRAWING.
 6. DIMENSIONS & LEVELS SHOWN ARE TO BE VERIFIED AT THE SITE BEFORE COMMENCEMENT OF WORK; ANY DISCREPANCIES IF NOTED, SHOULD BE BROUGHT TO THE NOTICE, PRIOR TO COMMENCEMENT OF WORK.
 7. RELEVANT SERVICES' DRAWINGS ARE TO BE READ IN CONJUNCTION WITH THIS DRAWING AND PROVISION OF CUTOUTS & SLEEVES TO BE MADE AS REQUIRED.
 8. ALL MATERIALS & FINISHES ARE TO BE AS SPECIFIED AND APPROVED BY THE ARCHITECT OR THE CONSULTANT.

- Legend**
- FIRE EXTINGUISHER
 - AC UNIT
 - COMPRESSOR
 - 1 X 45 WATT POLYCARBONATE
 - 1 X 36W FTL STRIP LIGHT FIXTURE
 - 2 X 18W CFL RECESSED DOWNLIGHT
 - 2x18W CFL RECESSED DOWNLIGHT

Site Address
CCIC AT DINDOSHI

Total Carpet Area in SqFt | 1970

Client & Address
CCIC (Central Cottage Industries Corporation of India Ltd.)
34, Chhatrapati Shivaji Maharaj Marg, Mumbai - 400 039
HO: Jawahar Vyapar Bhavan, Janpath, New Delhi, 110 001 (India)



NO.	DATE	DESCRIPTION OF THE REVISION
02	26 FEB 10	EXISTING LIGHTING INDICATED

PURPOSE OF RELEASE: **TENDER**

DWG NO: **CCIC-DINDOSHI- PD02**

DRAWING: **ELECRICAL LAYOUT PLAN**

DRAWN BY: MINAL	CHKD BY: ANAND	SCALE: 1:75(A3)	DATE: 2 DEC 10	FILE NAME: CCIC-DINDOSHI-LAYOUT PLAN-051205
-----------------	----------------	-----------------	----------------	---

THIS DRAWING IS THE SOLE PROPERTY OF STUDIOBOXX. ITS USE FOR ANY PURPOSE OTHER THAN THAT MENTIONED IS TO BE DONE ONLY AFTER PRIOR APPROVAL.