



भारतीय मानक ब्यूरो
9, बहादुर शाह जफर मार्ग, नई दिल्ली -110002

निविदाओं को आमंत्रित करने का नोटिस (NIT)

1. भारतीय मानक ब्यूरो (इसके बाद ब्यूरो या बीआईएस के रूप में संदर्भित) दो बोली प्रणाली (तकनीकी बोली और वित्तीय बोली) के अंतर्गत निम्नलिखित कार्य के लिए ऑनलाइन बोलियां आमंत्रित करता है। **किसी भी अन्य मोड (फैक्स / पोस्ट / ईमेल आदि) द्वारा प्रस्तुत बोलियां स्वीकार नहीं की जाएंगी।**

स्थान	आवश्यकता की अनुसूची	मात्रा	लगभग लागत	बयाना जमा (EMD)
बीआईएस मुख्यालय 9, बहादुर शाह जफर मार्ग, नई दिल्ली -110002	बीआईएस मुख्यालय, नई दिल्ली में मानक भवन के डा लाल सी वर्मन हाल तथा ऑडिटोरियम में टेबल की आपूर्ति और स्थापना कार्य	BOQ के अनुसार	Rs 19 Lacs/- (केवल उन्नीस लाख रूपये)	Rs 95,000/- (केवल पंचानवे हजार रूपये @ 5%)

2. महत्वपूर्ण तिथियाँ
 - a. बोली दस्तावेज डाउनलोड आरंभ तिथि: 12 June 2019 (0900 h)
 - b. बोली प्रस्तुत करने की समाप्ति तिथि: 02 July 2019 (1700 h)

अधिक जानकारी और निविदा दस्तावेज हमारी वेबसाइट www.bis.gov.in पर उपलब्ध हैं

प्रमुख (PMW विभाग) (pmwd@bis.gov.in)



BUREAU OF INDIAN STANDARDS
9, Bahadur Shah Zafar Marg,
New Delhi-110002

NOTICE INVITING TENDERS (NIT)

1. The Bureau of Indian Standards (hereinafter referred to as the Bureau or BIS) invites online bids under Two Bid System viz. Technical Bid and Financial Bid through Central Public Procurement Portal (eprocure.gov.in) from eligible bidders for the following works. **Bids submitted by any other mode email/fax/post etc shall not be accepted:**

Location	Schedule of requirement	Quantity	Approximate Cost	Earnest Money Deposit (EMD)
BIS HQs, 9, Bahadur Shah Zafar Marg, New Delhi - 110002	Supply & Installation Of Tables For Dr. Lal C Verman hall & Auditorium in Manak Bhavan OF BIS HQS, New Delhi	As per BOQ	Rs 19 Lacs/- (Rupees Nineteen Lacs Only)	Rs 95,000/- (Rupees Ninety Five Thousand Only @ 5%)

2. **Critical Dates:**

- a. **Bid Document Download Date:** 12 June 2019 0900 h
c. **Bid Submission End Date:** 02 July 2019 1700 h

Further details and tender document are available on our website www.bis.gov.in

Head, PMW Department (pmwd@bis.gov.in)



भारतीय मानक ब्यूरो
9, बहादुर शाह जफर मार्ग, नई दिल्ली 110002-

BUREAU OF INDIAN STANDARDS
9, Bahadur Shah Zafar Marg,
New Delhi-110002

ई निविदा दस्तावेज़
E-Tender Document for

बीआईएस मुख्यालय, नई दिल्ली में मानक भवन के डा लाल सी वमन हाल तथा ऑडिटोरियम में टेबल का आपूर्ति और
स्थापना कार्य

**SUPPLY & INSTALLATION OF TABLES FOR LAL C VERMAN & AUDITORIUM AT MANAK BHAVAN
BUILDING
OF BIS HQS, NEW DELHI**

(www.bis.gov.in और <https://eprocure.gov.in> से निःशुल्क डाउनलोड के लिए उपलब्ध)
(Available for download free of cost from www.bis.gov.in and <https://eprocure.gov.in>)

Tender Reference Number: PM/98/T

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Section-1: NOTICE INVITING E-TENDER

**Bureau of Indian Standards (BIS)
9, Bahadur Shah Zafar Marg
New Delhi-110002**

1. The Bureau of Indian Standards (hereinafter referred to as the Bureau or BIS) invites online bids under Two Bid System viz. Technical Bid and Financial Bid through **Central Public Procurement Portal (eprocure.gov.in)** from eligible bidders for **Supply & Installation Of Tables For Dr. Lal C Verman hall & Auditorium at Manak Bhawan building of BISHQ** located at 9, Bahadur Shah Zafar Marg, New Delhi. **Bids submitted by any other mode (fax/post/email etc.) shall not be accepted.**

Location	Schedule of Requirement	Quantity	Approximate Cost	Earnest Money Deposit (EMD)
Manak Bhawan building, BIS HQ, 9 Bahadur Shah Zafar Marg, New Delhi-110002	Supply & Installation Of Tables For Dr. Lal C Verman hall & Auditorium	As per BOQ	Rs 19,00,000.00/- (Rupees Nineteen Lakhs Only)	Rs 95,000.00/- (Rupees Ninety Five Thousand Only @ 5%)

NOTE: Earnest Money: The bidder should submit DD/FDR/BG for Rs. 95,000/- for the above EMD. The EMD has to be submitted off line before **17:00 hrs on 02 July 2019** and scanned copy of EMD to be uploaded online before with the bid documents within the dates mentioned in CRITICAL DATE SHEET below.

Publish Date	12 June 2019 (0900 h)
Bid Document Download / Sale Start Date	12 June 2019 (0900 h)
Pre bid meeting	21 June 2019 (1100 h)
Bid Submission Start Date	12 June 2019 (0900 h)
Bid Document Download / Sale End Date	02 July 2019 (1700 h)
Bid Submission End Date	02 July 2019 (1700 h)
Technical Bid Opening Date	04 July 2019 (1100 h)

Head, PMW Department (pmwd@bis.gov.in)

SECTION – II: पात्रता शर्त/ELIGIBILITY CONDITIONS

1. Eligible Bidder:

- (i) Should be a company which has been incorporated/in existence for a minimum period of **5 years** and has a permanent establishment in **Delhi/NCR** (copies of certificate of incorporation and proof of address to be submitted).
- (ii) Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be **at least Rs 16 Lacs**. (Copies of audited balance sheet and PL Statement certified by Chartered Accountant to be submitted)
- (iii) Should have successfully completed Furniture works for a government department/organization during past five years (**between 2014 and 2019**) with following criteria:
 - a) Three Furniture works of minimum value Rs 7.6 Lakhs each, or**
 - b) Two Furniture works of minimum value Rs 9.5 Lakhs each, or**
 - c) One Furniture works of minimum value Rs 15.2 Lakhs**
(Copy of satisfactory completion certificates issued by the client clearly indicating value of work to be submitted)
Furniture work means Supply & installation of office furniture. Furniture works as part of composite works will also be considered, however, value of furniture works completed should be as per above criteria.
- (iv) Should Not have been black listed by the Depts. /Ministries of the Govt. of India/State Govt. /PSUs/Autonomous Bodies (Declaration has to be submitted in the specified format).
- (v) Should have valid registration with CPWD as Class II contractor or above and also have valid GST registration, PAN Card, ESI and EPF registration (copies of supporting documents should be enclosed)

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SECTION III- आवेदकों को निदेश/Instructions to Applicants

1. E-tenders are invited *under two bid system (Technical bid and financial bid)*, by the Bureau of Indian Standards(BIS),from eligible Bidders for **Supply & Installation Of Tables For Dr. Lal C Verma Hall & Auditorium on Ground floor , Manak Bhavan Bahadurshah Jafar Marg, New Delhi**
2. **Issue of Tender Document:**
 - a. The Tender document will be available during the period indicated in the **Critical Date Sheet (Section I)**, on the website of the Bureau (www.bis.gov.in) (**for reference only**) and Central Public Procurement Portal (<http://eprocure.gov.in>).
 - b. **Bid has to be submitted only online at <http://eprocure.gov.in/eprocure/app> in two bid systems i.e. (i) technical bid and (ii) financial bid in the prescribed proforma (see clause 9 for manner of submission of bid)**
 - c. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating in the tender through the website <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost.
 - d. The Bidder shall be all costs associated with the preparation and submission of its bid.
 - e. The Bureau shall, in no case, be responsible or liable for these costs, regardless of the conductor the outcome of the Bidding process.
3. **Language of Bid/Contract:** The language of the Bid shall be in English/Hindi and all correspondence, etc. shall conform to the English /Hindi language.
4. **Pre-bid Meeting:**
 - a) A Pre-bid meeting of all intending Bidders will be held at the scheduled date and time indicated in the **Critical Date Sheet (Section I)**. Intended Bidders will be allowed to seek clarification, if any through online between specified clarification date & time.
 - b) **Intending bidders are advised to visit the site of work before quoting so as to be familiar with the site conditions. No extra charges would be payable due to additional cost involved for adverse site conditions (if any).**

5. Validity of Bids:

The Bids will be valid for a period indicated in **Annexure 7** from the date of its opening.

6. Earnest Money/Bid Security:

- 6.1 The Bidder shall deposit with the Bureau as sum indicated in the **Annexure 13**, as an interest free Earnest Money Deposit (EMD). The Earnest Money shall be deposited in the form of Account Payee Demand Draft (DD)/Fixed Deposit Receipt (FDR)/Banker's Cheque or Bank Guarantee (BG) from any of the commercial banks in favor of **Bureau of Indian Standards, New Delhi payable at New Delhi**. **The EMD shall be valid for a minimum of 90 days from date of opening of bids.** Scanned copy of EMD instrument to be uploaded online at the time of online submission of tender documents and original EMD instrument is to be submitted to the **Head (PMWD), Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi 110002** within the deadline mentioned in **Section I**. Bidders are requested to write their name and full address at the back of the Bank Draft submitted.

- 6.2 Micro Small and Medium Enterprises (MSMEs) are exempted from providing earnest money/bid security. However, bidders claiming such exemption shall submit a scanned copy of valid MSME Registration Certificate issued by the Department of Micro Small and Medium Enterprises, in place of the EMD instrument
- 6.3 Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected. In case the original EMD instrument is posted/couriered, BIS shall not be responsible for loss, misdelivery, delay in receipt or damage of the original instrument.
- 6.4 The failure or omission to deposit the Earnest Money shall disqualify the Bid and the Bureau shall exclude from its consideration such disqualified Bid(s).
- 6.5 Bidder shall not revoke his Bid or vary its terms and conditions without the consent of the Bureau during the validity period of the Bid. If the bidder revokes the bid or varies its terms or conditions, the Earnest Money deposited by it shall stand forfeited to the Bureau without prejudice to its other rights and remedies and the Bidder shall be disqualified to submit a Bid to the Bureau for supply of works during the next twenty-four (24) months effective from the date of such revocation.
- 6.6 If the successful Bidder fails to furnish the performance security or fails to sign the agreement, its Earnest Money Deposit will be forfeited by the Bureau
- 6.7 The Earnest Money of all Bidders shall be refunded on the request of bidder after the successful Bidder furnishes the required Performance Security to the Bureau and signs the contract or within thirty (30) days of the expiry of validity period of Bids, whichever is earlier.

7 **Eligible Bidders**

Only those Bidders, who fulfill the eligibility criteria as mentioned in the **Section II**, are eligible to submit their Bids.

8 **Rate show to be quoted**

- a. The bidders are expected to work out his rates keeping in view the site conditions and arrive at the amount to be quoted. The Bidder shall be deemed to have satisfied itself before Bidding as to the correctness and sufficiency of its Bid and of the rates and prices quoted in their bid, which rates and prices shall, except as otherwise provided, cover all its obligations under the contract and all matters and things necessary for proper fulfilling

his obligations under the contract.

- b. The price quoted shall be **exclusive** of applicable taxes. The taxes as may be levied by the Government from time to time shall be charged by the contractor in addition to the rates quoted in the bid by the contractor.
- c. **The prices are to be quoted by bidders in the BOQ template in the form of an .xls document.** This BOQ template is provided as BoQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with BIS
- d. ***In case different rates are quoted by the bidder for identical items of work, the lower rates shall be considered for determining L1 bid, award of work and payment.***
- e. **Wherever “basic rates” for an item of work have been indicated in the BOQ, bidder shall not quote below the basic rate.**
- f. The rates shall be quoted in Indian Rupee (INR) only. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
- g. **The rate quoted shall be firm throughout the tenure of the contract (including extension of time, if any, granted)** and will not be subject to any fluctuation due to increase in cost of material, labor, octroi or any other levy etc., unless specifically provided in these documents.
- h. The terms price bid, financial bid and commercial bid have been used interchangeably in this tender document. They shall be taken to mean the same thing wherever they appear in this tender document.
- i. ***If a firm quotes NIL charges/consideration, his bid shall be treated as unresponsive and will not be considered***

9. Manner of Submission of Bid

- a) Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.
- b) Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Bidder for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>'. A set of instructions for online bid submission is also given in **Annexure 11** for reference.
- c) Bid documents may be scanned with minimum 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) Bidders may also refer the instructions at **Clause 8** regarding rates how to be quoted i.e. price bids
- e) The documents comprising the technical bid and the price bid are given in **Clause 12**.
- f) Bidder who has downloaded the tender from the BIS website <http://bis.gov.in> and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with BIS.

10. Clarifications of bids

To assist evaluation and comparison of the bids, the Bureau may at its discretion may ask the bidder for clarification of the bid. The clarification will be asked in writing online through the e-procurement portal. The clarification and response from bidder shall also be online through the e-procurement portal (<https://eprocure.gov.in/eprocure/app>)

11. Last Date for Submission

Bids shall be received as per schedule specified in **Section I (Notice Inviting Tender)** not later than the time and date specified in **Annexure 7**. Bids received after the specified date and time for receipt to bids shall not be considered. Hence, such bids shall be rejected.

12. Contents of Bid Document

The tender shall be submitted online in two parts, viz., technical bid and price bid. All the pages of bid being submitted must be sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. **The bids submitted by hand/Post/Telegram/Fax/email shall not be considered.** No correspondence will be entertained in this matter.

12.1 Technical Bid: The following documents are to be uploaded in PDF Format by the Contractor as the **Technical Bid** as per the tender document:

- a) Scanned copy of Check-List of all the documents (as per format at **Annexure 9**);
- b) Scanned copy of EMD as indicated in **Clause 6** above. (Scanned copy to be uploaded and original to be submitted physically within date mentioned at **Section I**)
- c) Scanned copy Details of the firm(s) and scanned copies of following supporting documents (**As per Annexure-2**)
 - i. Proof of address
 - ii. Certificate of incorporation
 - iii. Balance sheet and PL Statements of previous 3 years certified by Chartered Accountant
 - iv. Scanned copy of registration certificate with CPWD as Class II Contractor or above, PAN Card, GST, ESI, EPF registration certificate
- d) Scanned copy of details of building interior works/Furniture works executed during past five years for government department/organization with scanned copies of completion certificate clearly indicating value of work issued by client (**As per Annexure-3**);
- e) Scanned copies of declarations regarding black-listing and /or litigations (**As per Annexure-4**), and Website Downloaded & Non-tampered Tender Document (**As per Annexure 5**) and Tender Acceptance Letter (**As per Annexure 6**)

12.2 Financial Bid: The following are to be furnished by the Contractor as the **Financial Bid** as per the tender document:

- a) Price bid in the form of **BOQ template** BOQ_XXXX.xls available along with this tender document on CPPP website <https://eprocure.gov.in/eprocure/app> (Please see clause 8 above for manner of quoting rates). Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **The BOQ is also given in Appendix 3, Section 6 for reference only.**

13. Corrupt or Fraudulent Practices

13.1 The Bureau requires that the Bidders under this Bid observe the highest standards of ethics during the procurement and execution of such Contracts. Accordingly, the Bureau defines the terms set forth as follows:

- (a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement processor in contract execution; and
- (b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement processor an execution of a contract to the detriment of the Bureau, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Contract amounts at artificial non-competitive levels and to deprive the Bureau of the benefits of the free and open competition.

13.2. The Bureau shall reject a proposal for award, if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question; The Bureau shall deem a firm in eligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

14. Modification and Withdrawal of Offer:

Bidder can modify the bid online before bid submission date and time. Once bid is withdrawn by the bidder then he will not be able to submit the bid again.

15. Opening of Bid

The Bid received before the time and date specified in Tender Notice, will be opened as per the specified program in the office as mentioned in the **Annexure 7**(if possible), in the presence of Bidders or their authorized representatives who choose to remain present on the opening day, at the scheduled time.

16. Short-listing of Bidders

The Bureau will short-list technically qualifying Bidders and Financial Bids of only those Bidders, who qualify in technical bids, will be opened at a date and time to be intimated.

17. Opening of Financial Bids

The Bureau shall open financial bids of technically qualified bidders, on notified date, and the total amounts quoted by the bidder in Bill of Quantities shall then be read out.

18. Acceptance of Bid

Acceptance of Bid shall be done by the Competent Authority of the Bureau. The Bureau is not bound to accept the lowest or any Bid. The Bureau reserves the right to reject any or all Bids received without assigning any reason whatsoever. The acceptance of Bid will be communicated to the successful Bidder in writing by the authorized officer of the Bureau.

19. Issue Of Letter Of Intent

The issue of Letter of Intent shall constitute the intention of the Bureau to place the Order with the successful bidder. The bidder shall within 15 days of issue of Letter of Intent give its acceptance along with **Performance Security (PI refer Clause 3, Section 4)** in conformity with the bid documents.

20. Cancellation Of Letter Of Intent

Failure of the successful bidder to comply with the requirement of submission of Performance Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the EMD, in which case The Bureau may make the offer to any other bidder at the discretion of the Bureau or call for new bids.

21. Post Bid Clarifications

No post bid clarification at the initiative of the bidders shall be entertained and any effort by the bidders to influence the Bureau in the bid evaluation, bid comparison or award of the contract shall result in rejection of the bid.

22. Process to be Confidential

Information relating to the examination, evaluation and comparison of Bids and the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced.

23. Execution of Contract Document and Issue of Work Order

- a. The successful Bidder after deposit of Performance Security, is required to execute an Agreement in duplicate in the form attached (Annexure 8) with the Bid Documents on a stamp paper of proper value (the proper value at present is Rs 100.00/-). The Agreement should be signed within 7 days from the date of issue of performance security bank guarantee. The Contract will be governed by the Agreement, the Conditions of the Contract (CoC) and other documents as specified in the CoC (Section 4).
- b. It shall be incumbent on the successful Bidder to pay stamp duty, legal and charges for the Agreement, as applicable on the date of the execution.
- c. **A Work Order** shall be issued to the Contractor on execution of contract agreement. The commencement date and time for completion will be reckoned from the date of the Work Order.

24. Rights of the Bureau

- a. The Bureau reserves the right to suitably increase/reduce the scope of work. The right to split up works in two or more parts is reserved by the Bureau and also the right to award contract to more than one agency is reserved.

- b. In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the conditions of the Contract, interpretation of the clauses by the Bureau shall be final and binding on all Parties.

25. Amendment to bid documents

At any time, prior to the date of submission of bids, the Bureau may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments. The amendments/Corrigendum will be notified on the Bureau's Website and these amendments will be binding on them. Bidders are advised to visit again BIS website <http://bis.gov.in/> and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

26. Notice to form Part of Contract

Tender Notice and these instructions shall form part of the Contract. The Bidder shall submit the Bid which satisfies each and every condition laid down in this tender document, failing which the Bid shall be liable to be rejected. **Conditional Bids will be rejected.**

All bidders are expected to visit and inspect site conditions further to which only they should quote their best prices. For any clarifications **PI contact: Head, PMW Deptt. BIS, Manakalaya, New Delhi (pmwd@bis.gov.in).**

Section 4: CONDITIONS OF CONTRACT

1 DEFINITIONS:

- i) **“Act of Insolvency”** shall mean any act of insolvency as defined by the Presidency Towns insolvency Act or the provincial Act or any amending Statute.
- ii) **‘Annexure’** referred to in these conditions shall mean the relevant annexure appended to the Tender Document and the Contract.
- iii) **‘Approved’** shall mean approved in writing including subsequent confirmation of previous verbal approval and “Approval” shall mean approval in writing including as aforesaid.
- iv) **‘Bid’** means the Contractor’s priced offer to the Bureau for the supply of the Works at the specified places and remedying of any defects therein in accordance with the provision of the Contract, the installation and services as accepted by the Letter of Acceptance.
- v) **“Bidder”** shall mean the construction company/agency who quotes against the tender enquiry for undertaking the work.
- vi) **“Bill of Quantities”** means the priced and completed Bill of Quantities forming part of the Bid.
- vii) **‘Bureau’** shall mean Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.
- viii) **‘Commencement Date’** means the date on which the work is started on the site (Within 15 days from issue of work order)
- ix) **‘Competent Authority’** shall mean any officer authorized by the Bureau to act on behalf of the Bureau under this contract.
- x) The **“Completion Date”** is the date of completion of the Works as certified by the Bureau.
- xi) **“Consultant”**, shall mean M/s Kothari & Associates, and his (their) heirs, legal representatives, assigns and successors.
- ii) **‘Contract’** shall mean and include the Tender Notice, instructions to bidders, terms and conditions of contract, Letter of Acceptance, the Offer, the Agreement and mutually accepted conditions in the authorized correspondence exchanged with the bidder by the Bureau and any other document forming part of the contract.
- iii) **“Contractor”** shall mean the successful bidder whose tender has been accepted by the Bureau and to whom the order is placed by the Bureau and shall include his heirs, legal representatives, successors etc.
- iv) The **“Contractor’s Bid”** is the completed Bidding documents submitted by the Contractor to the Bureau.
- v) **‘Contract Amount’** shall mean the sum quoted by the Contractor in his bid and accepted by the Bureau.
- vi) A **“Defect”** is any part of the Works not completed in accordance with the Contract.
- vii) The **“Defect Liability Period”** is the 12 months period from the date of

- virtual completion of the work.
- viii) **'Director General'** shall mean the Director General of the Bureau, for the time being holding that office and also his successor and shall include any officer authorized by him.
 - ix) **"Equipment"** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works as well as the equipment already available on the site.
 - x) **'Government'** shall mean the Central Government.
 - xi) **'Letter of Acceptance'** means the formal acceptance by the Bureau.
 - xii) **"Material"** are all supplies, including consumables, used by the contractor for incorporation in the Works.
 - xiii) **"Months"** are calendar months and **"Days"** are calendar days
 - xiv) **"Notice in writing"** or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally) or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
 - xv) **"Plant"** is any integral part of the Works, which is to have mechanical, electrical, electronic, or chemical or biological function.
 - xvi) **"Site"** shall mean the site of the contract works as shown bounded red on the site plan attached hereto including any buildings and erections thereon and any other land adjoining thereto inclusively as aforesaid allotted by the Bureaus authorized representative for the "Contractor's use.
 - xvii) **'Specification'** means the specification referred to in the tender. In case where no particular specification is given, the relevant specification of the Bureau, where one exists, shall apply.
 - xviii) **"Temporary Works"** are works designed, constructed, installed and removed by the Contractor which are needed for construction or installation of the Works.
 - xix) **'Tender'** means formal invitation by the Bureau to the prospective bidders to offer fixed price for supply of Works.
 - xx) **'Time for Completion'** means the time for completing the works(including passing of tests) or any part thereof as stated in the Contract calculated from the Commencement Date (As per work order).
 - xxi) The **"Trained Work Person"** are those employed / proposed to be employed by the Contractor at the Project Site, who have participated and are in possession of a valid Competency Certificate through a program run under the auspices of a University, State Technical Board, Ministry of Government of India.
 - xxii) A **"Variation"** is an instruction given by the Bureau/Consultant, which varies the Works.
 - xxiii) **"Virtual/Provisional Completion"** shall mean that the work is completed as per requirements as certified by the Consultant and accepted by the

Bureau.

- xxiv) **'Works'** shall mean the items to be executed for the Bureau by the Contractor as stated in the Contract and shall include installation and other services that are prescribed in the Tender document.

2. PARTIES TO THE CONTRACT

The parties to the contract shall be the Contractor, whose offer is accepted by the Bureau; and the Bureau.

The person signing the offer or any other document forming the part of Contract on behalf of other persons of a firm shall be deemed to have due authority to bind such person/s or the firm as the case may be, in all matters pertaining to the Contract. If it is found that the person concerned has no such authority, the Bureau may, without prejudice to any other Civil/Criminal remedies, terminate the Contract and hold the signatory and/or the firm liable for all costs and damages for such termination.

3. Performance Security

- a. To ensure due performance of the contract, an interest-free Performance Security, @ 10% of the contract value has to be deposited by the contractor in the form of Bank Guarantee from scheduled bank in favor of 'Bureau of Indian Standards' payable at 'New Delhi' as per proforma as indicated in **Annexure 1**. The performance security has to be deposited by the contractor within **15 days** of date of issue of letter of intent conveying the decision of The Bureau to award the work to the contractor, failing which the award of work would be liable for cancellation and EMD will be forfeited.
- b. **The Performance Security shall be valid up to at least 3 months beyond the contract validity period and shall be retained until all disputes, if any, between both the parties have been settled to the entire satisfaction of the Bureau.** In case it is decided to extend the validity of the contract beyond the initial contract period, the contractor shall, within fifteen (15) days of extension of contract validity by the Bureau, get the bank guarantee extended up to at least 3 months beyond the extended contract validity period.
- c. Any amount due/recoverable from the Contractor under the terms of this Contractor any other account, may be deducted from the amount of Performance Security. In case, the amount of Performance Security is reduced by reason of any such deduction, the Contractor shall, within fifteen (15) days of receipt of notice of demand from the Bureau, make good the deficit. In case, security is deposited by way of bank guarantee by the Contractor, then any penalty for damages liquidated or un-liquidated or for any breach or failure or determination of Contract, not previously paid to the Bureau, shall immediately on demand be paid by the said bankers to Bureau

under and in terms of the said guarantee.

- d. If during the term of this Contract, the Contractor is in default of the due and faithful performance of its obligations under this Contract, or any other outstanding dues by the way of fines, penalties and recovery of any other amounts due from the Contractor, the Bureau shall, without prejudice to its other rights and remedies here under or at the Applicable Law, be entitled to call in, retain and appropriate the Performance Security.
- e. Nothing herein mentioned shall debar the Bureau from recovering from Contractor by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Performance Security.
- f. The performance security shall be released by the Bureau after satisfactory completion of defect liability period i.e. after 12 months of date of virtual/provisional completion of the work.

4. CONTRACT DOCUMENTS:

The several Contract documents forming the Contract shall be taken as mutually explained to one party by the other, but in case of ambiguities or discrepancies the same shall be explained and harmonized by the Competent Authority of the Bureau who shall issue to the Contractor necessary instruction thereon and in such event unless otherwise provided in the Contract the priority of the documents forming the contract shall be as follows:

- i) The Agreement
- ii) Minutes of pre-bid meetings, clarifications
- iii) The Conditions of Contract
- iv) Tender Notice and Tender Document
- v) Letter of Acceptance.
- vi) Any other correspondence exchanged between the parties in connection with the contract.
- vii) The Contractor's Bid

5. Quality of Works

All works by the Contractor shall be in conformity with the specifications laid down in the relevant CPWD specifications and as per technical specifications, tender drawings and bill of quantities laid down in this tender document. In case CPWD specifications and technical specifications specified in this contract are different, the Consultant shall submit a proposal with justification for the specification to be adopted, to the Bureau for approval. Decision of the Bureau in this regard shall

be final. If desired by the Bureau/Consultant, the Contractor shall furnish proof to the satisfaction of the Bureau/Consultant that the works so comply.

6. Inspection

The contractor shall provide an inspection report / certificate that the materials/ installations confirm to all specification contained in the Contract. The Consultant/Bureau will carry out inspection of the works to confirm their conformity to the Contract specification/quality.

The Competent Authority shall be entitled at any time to inspect and examine any works intended to be executed or materials intended to be used / installed either at the factory, godown or at any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.

The Competent Authority shall have full powers to require removal of any or all of the works executed / installed by the Contractor which are not in accordance with the contract specifications or which do not conform in character or quality to the samples approved by the Bureau. In case of default on the part of the Contractor in removing the rejected materials / installations, the Competent Authority of the Bureau shall be at liberty to have them removed by other means. The Competent Authority shall have full powers to procure other proper materials / installations to be substituted for rejected materials / installations and in the event of the Contractor refusing to comply, he may cause the same to be executed by other means. All costs, which may attend upon such removal and / or substitution, shall be borne by the Contractor.

7. Warranty

The Contractor shall be fully responsible for replacement / rectification of defective works at the time of delivery / operation and for those works covered under defect liability period, the contractor shall be responsible during the period of such warranty.

8. Time for Completion and Damages for delay

The Contractor has to commence work within 15 days of receipt of the work order and complete the total work in 45 days.

Should the work not be completed to the satisfaction of the Bureau within the stipulated period, the contractor shall be bound to pay to the Bureau a sum calculated at the rate of **1% of the contract amount** per week delay subject to a

ceiling of **10% of the contract amount** by way of liquidated damages and not as penalty, during which time the work remains un commenced or unfinished after the expiry of the completion date.

9. Risk purchase

In case the Contractor fails to execute the works, the Bureau reserves the right to get it executed from alternate sources at the risk, cost and responsibility of the Contractor.

10. Imposition of fines/penalty

Suitable fine (to be determined by Competent Authority of the Bureau) will be imposed in case of unsatisfactory quality of work or any damage done to The Bureau's property during the course of work.

11. Indemnity:

The Contractor shall indemnify and keep indemnified the Bureau against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation there to under the provisions of various labor laws as amended from time to time.

The Contractor shall indemnify, protect and save the Bureau against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, marks, copy rights etc. Such other statutory infringements.

12. Termination of Contract

The Bureau shall be at liberty at any time to terminate this Contract on giving 24 hours' notice in writing the Contractor for breach of any of the terms and conditions of this Contract for poor quality of the Works, insufficient service or misconduct of the Contractor as to which the decision of the Bureau shall be final and the Contractor shall not be entitled to any change or compensation by reason thereof.

An event of default on the part of the Contractor, which results from the Contractor being unable to fulfill its Service obligations under the Contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:

- (a) In the opinion of the Bureau, the Contractor has repudiated the Contract,
- (b) Without reasonable excuse has failed to commence supply of Works or Services in accordance with this Contract, or failed to complete the supply the Works or provide Services within the time stipulated for completion;
- (c) Despite previous warning from the Bureau, in writing, or otherwise persistently or flagrantly neglecting to comply with any of its obligations

under the Contract;

- (d) Serious discrepancy in the quality of the Works is noticed during the inspection.
- (e) Delays in delivery and installation beyond a period of 365days from the scheduled date of delivery/Installation.
- (f) If the Contractor is in breach of any law or statute governing the supply of Works/Services;
- (g) The Contractor, in the judgment of the Bureau, has engaged in corrupt or fraudulent practices in competing for or in carrying out the Services under the Contract.
- (h) The Contractor enters into voluntary or involuntary bankruptcy, or liquidation;
- (i) The Contractor becomes insolvent;
- (j) A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets;
- (k) Any act is done or event occurs with respect to the Contractor or its assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events;
- (l) The Contractor (in case of a consortium) has modified the composition of the consortium and / or the responsibility of each member of the consortium without prior approval of the Bureau.

It shall also be lawful for the Bureau to terminate the Agreement at any time if the contract is not being performed as per terms and conditions of the agreement and without being liable for loss or damage which the Contractor may suffer by reason of such termination, by giving the Contractor 15 days' notice in writing by the Bureau for such termination. Any such termination shall be without prejudice to any other right of the Bureau under the Contract.

13. Force Majeure Clause:

If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice of happening of such event is given by one party to the other within 21 days from the date of occurrence thereof, neither party shall be by reasons of such event, been titled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Director General of the Bureau as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days,

either party may at its option terminate the contract provided also that the Bureau shall be at liberty to take over from the Contractor at a price to be fixed by Director General, which shall be final, all unused, undamaged and accepted material, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the Bureau may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the Bureau elect to retain.

14. Confidentiality

The Contractor shall not divulge or disclose proprietary knowledge obtained while delivering Works and services under this Contract to any person, without the prior written consent of the Bureau.

15. Publicity

Any publicity by the Contractor in which the name of the Bureau is to be used, should be done only with the explicit written permission of the Bureau.

16. Disputes & Arbitration

The Bureau and the Contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract.

If a dispute(s) of any kind whatsoever that cannot be resolved the same shall be referred to the Arbitrator, appointed by the Director General of the Bureau. The provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.

17. Mode of serving Notice

Communications between Parties which are referred to in the Contract are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

All notices shall be issued by the authorized officer of the Bureau unless otherwise provided in the Contract. In case, the notice is sent by registered post to the last known place or abode or business of the Contractor, it shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

18. Governing language

Governing language for the entire contract and communication there of shall be English only.

19. Law:

The contract shall be governed and interpreted under Indian Laws.

20. Legal Jurisdiction

No suitor other proceedings relating to performance or breach of Contract shall be filed or taken by the Contractor in any Court of law except the competent Courts having jurisdiction within the local limits of Delhi only.

21. Stamp duty:

The Contractor shall bear and pay any stamp duty and registration charges in respect of the Contract.

22. Scope of Work

- a) The scope of the works providing & installation of furniture in Dr. Lal C Verman hall & Auditorium at Manak Bhawan building of BIS HQs, New Delhi as per technical specifications, drawings and bill of quantities at **Appendices 1 to 3**.
- b) Wherever there is conflict between specification mentioned in BOQ (Appendix 3) and that mentioned in Technical Specification (Appendix 1) or drawings, the instructions of the Officer-in-Charge of the Bureau shall be taken to be final.
- c) The Contractor shall carry out and complete the works in every respect in accordance with this contract, read with this tender document, and in accordance with the directions and to the satisfaction of the Bureau / Consultant. The Bureau / Consultant may in their absolute discretion from time to time issue further drawings and or written instructions, details, directions and explanations which are hereafter collectively referred to as "The Bureau / Consultant instructions" in regards to: -
 - i) The variation or modification of the design, quality or quantity of works or the additions or omissions or substitution of any work.
 - ii) Any discrepancy in the drawings or between the Schedule of Quantities and or Drawings and or specifications.
 - iii) The removal from the site of any materials brought thereon by the Contractor and the substitution of other materials therefore.
 - iv) The removal and/or re-execution of any works executed by the Contractor.
 - v) The dismissal from the works of any persons thereupon
 - vi) The opening up for inspection of any work covered up.
 - vii) The amending and making good of any defects.
- d) The Contractor shall forthwith comply with and duly execute any work comprised in such instructions provided always that verbal instructions, and directions explanations given to the Contractor or his foremen upon the works by the Bureau / Consultant shall if involving a variation be confirmed in writing by the Contractor within seven days and not dissented from in writing within a further period of seven days by the Bureau / Consultant. Such shall be deemed to be Bureau / Consultant

Instructions within the scope of Contract.

23. Drawings and Schedule of quantities.

One complete set of the Drawings and Specifications and schedule of Quantities shall be furnished by the Bureau / Consultant to the Contractor, and the Bureau / Consultant shall furnish, within such time as they may consider reasonable one copy of any additional; drawings which in their opinion may be necessary for the execution of any part of the work. Such copies shall be kept on the site of works by contractor and the Bureau / Consultant shall at all reasonable times have access to the same and they shall be returned to the Bureau/Consultant after completion of the work.

24. Contractor to provide everything necessary.

- a) The Contractor shall provide everything necessary for the proper Execution of the work according to the intent and meaning of the Drawings. Priced Schedule of Quantities and Specification taken together whether the same may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy therein he shall immediately and in writing refer the same to the Bureau / Consultant whose decision shall be final and binding. Figured dimensions shall be followed in preference to scale.
- b) In case of water from any source other than municipal or ground water provided by the Bureau, the Contractor shall get it tested at his own cost and use it only after specific written permission from the Bureau / Consultant. The Bureau shall not charge the Contractor for his own unrented ground. The Bureau shall on no account be responsible for the expense incurred by the Contractor for hired ground or water obtained from elsewhere.
- c) The Contractor shall supply, fix and maintain at his cost, during the execution of any works all the necessary centering scaffolding staging, planking timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day, required not only for the proper execution and protection of the said work, but also for the protection of the public and the safety of any adjacent roads, streets, cellars vaults, pavements, walls houses, buildings and all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding, staging planking, timbering strutting showing etc., as occasion shall require or when ordered so to do and shall fully reinstate and make good all matters and things disturbed during the execution of the works to the satisfaction of Bureau / Consultant .

25. Authorities, Notices and patents.

- a) The contractor shall conform to the provisions of any Acts of the Legislature relating to the works, and to the Regulations and Bye-laws of any Authority, and of any Water, Lighting and other companies and/or Authorities with whose systems the structure is proposed to be connected, and shall, before making any variations from the drawing or specifications that may be necessitated by so conforming give to the Bureau / consultant written notice, specifying the variation proposed to be made and the reason for making it, and apply for instructions thereon.
- b) The contractor shall arrange to give all notice required by the said acts, regulations or byelaws to be given to any authority, and to pay to such authority, or to any public officer all fees that may be properly chargeable in respect of the works, and lodge the receipt with the Bureau / consultant.
- c) The contractor shall indemnify the Bureau/ consultant against all claims in respect of patent rights, and shall defend all actions arising from such claims before any such infringement and receive their permission to proceed and shall himself pay all royalties, license fees, damages, costs and charge of all and every sort that may be legally incurred in respect thereof.

26. Setting out works.

The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time any error shall appear during the progress of any part of the work the contractor shall at his own expense rectify such error, called upon, to the satisfaction of the Bureau/ consultant.

27. Contractor immediately to remove all offensive matter.

All soil, fifth or other matter of an offensive nature, taken out of any trench sewer, drains, cesspool or other place shall not be deposited on the surface, but shall be at once carted away by the contractor to some tip or place provided by him.

28. Material and workmanship to conform to Description.

All materials and workmanship so far as procurable be of the respective kinds described in the tender document and in accordance with the Bureau/ consultant instructions and the contractor shall upon the request furnish them with all invoices, accounts receipts and other vouchers to prove that the materials comply therewith.

29. Access.

The Bureau/consultant shall at all reasonable times have free access to the work and or to the workshops, factories or other places where materials are being prepared or constructed for the contract and also to any places where the materials are lying or from which they are being obtained and the contractor shall give every facility to Bureau and their representative necessary for inspections and examinations and test of the materials and workmanship. Except the representative of public authorities no person shall be allowed on the work at any time without the written permission of the Bureau/consultant.

If any work is to be done at the place other than the site of the works the contractor shall obtain the written permission of the Bureau/consultant for doing so.

30. Supervision by trained and qualified workmen.

The contractor shall give all necessary personal superintendence during the execution of the work and as long thereafter as the Bureau/authorized representative may consider necessary until the expiration of the 'Defect Liability Period'. The contractor shall also during the whole time the works are in progress employ qualified work persons approved by the Bureau/consultant who shall be constantly in attendance at the site/building while the men are at work. Any directions, examinations, instructions or notices given by the Bureau/consultant to such trained work person shall be deemed to be given to the contractor. The contractor shall deploy a suitable number of supervisors as per requirement at site and as per the Bureau's instructions.

31. Authorized officer of the Bureau.

The authorized officer of the Bureau as per **Annexure 7** shall have power to give notice to the contractor or to his trained work person of non-approval of any work materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Bureau/consultant is obtained. The work will from time to time be examined by the Bureau/consultant, but such examinations shall not in any way exonerate the contractor from the obligations to remedy any defects, which may be found to exist at any stage of the work or after the same is completed.

32. Dismissal of workmen.

The contractor shall on the request of the Bureau/consultant, immediately dismiss from the works any person employed thereon who may, in their opinion, are deemed unsuitable or incompetent or who may misconduct himself, any such person shall not be again employed or allowed on the works without the permission of Bureau/consultant.

33. Assignment.

The whole of the works included in the Contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor shall be take a new partner without the written consent of the Bureau/consultant, and no subletting shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the work during its progress.

34. Schedule of quantities.

The Schedules of quantities unless otherwise stated shall be deemed to have been prepared in accordance with the method of measurement mentioned in the Specifications, and shall be considered to be approximate and no liability shall attach to the Bureau/consultant for any error that may be discovered therein.

35. Variation in scope of works:

The contractor may when authorized, and shall when directed, in writing by the Bureau/consultant add to, omit from, or vary the works shown upon the Drawings or described in specification or included in the priced schedule of quantities, but the contractor shall make no additions, omission or variations without such authorization or direction.

No claim for any extra shall be allowed unless it shall have been executed under the provisions of the Clause or by the authority of the Bureau/consultant herein mentioned, any such extra is herein referred to as an authorized extra. No variations, i.e., additions, omissions or substitutions, shall vitiate the contract.

If at any time after acceptance of the tender Bureau shall decide to abandon or reduce the scope of work for any reason whatsoever and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work. Further, the contractor shall not have any claim for compensation be reason of an alteration having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

36. Damage to persons and property insurance in respect of.

The Contractor shall at his own expense carry and maintain insurance with reputed insurance companies to the satisfaction of the Bureau as under:

a) Insurance of works:

The Contractor shall take full responsibility for loss, damage and care of plant and works until it is delivered to site, constructed, erected, commissioned and taken over by Bureau. Without limiting such responsibility, the contractor shall in the interest of the work insure the plant and work for their full value plus ten percent until they have been taken over. Such insurance shall cover the equipment and works against loss, damage or destruction by fire, earthquake, theft or any other cause, throughout the duration of the contract period or extended contract period.

b) Insurance of employees:

The Contractor shall accept full and exclusive liability for the compliance of all obligations and responsibilities imposed by the Employees State Insurance Act, 1948 and any liability or penalty which may be imposed by the Central, State or Local Authorities due to the reason of violation by the contractor or sub-contractor of the Employees State Insurance Act, 1948. The Contractor shall agree to fulfill the requirement of the Employees State Insurance Corporation and maintain the declaration forms and all such forms, which may be, required in respect of the contractor's, sub-contractor's employees who are employed in the work provided for or those covered by E.S.I.C. from time to time under the agreement. The Bureau shall retain such sum as may be necessary from the total contract value until the contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948 have been paid by him.

c) Workmen's Compensation:

Insurance shall be affected for all the Contractor's employees engaged for this contract. The Contractor shall also carry and maintain all other insurance, which may be required under any law or regulations from time to time. He should also carry and maintain any other insurance, which may be required by the Bureau.

d) Transit Insurance:

The cost of transit insurance relating to the items to be transported by the contractor to the site of work shall be borne by the contractor and the quoted price shall be inclusive of this cost.

e) Loss or damage and Indemnity Agreement:

The contractor shall be responsible during the progress of work as well as maintenance period for any liability imposed by law for any damage to work or any part thereof or to any of the material or other things including those of Bureau used in performing the

work or for injury to any person or persons or for any property damaged in or outside the site. The contractor shall indemnify and hold the Bureau authorized representatives harmless against all liabilities, claims, loss or injury, including costs, expenses and attorney's fees incurred in the defense of same, arising from any allegation whether groundless or not, of damage or injury to any person or property resulting from the performance of the work or from any material used in the work or from any condition of the work or work site or from any cause whatsoever during the progress and maintenance of the work.

f) Third party insurance:

Before commencing the execution of the works the Contractor, but without limiting his obligations and responsibilities, shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the Bureau, or to any person, including any representative of the Bureau, by or arising out of the execution of works or in the work being carried out by the owner, by or arising out of the provision of clause 17. Such insurance shall be effected with an insurer and in terms approved by the Bureau.

37. Delay and Extension of time.

If in the opinion of the Bureau / consultant the work be delayed:

- a) By force majeure like
 - i) War, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war
 - ii) Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts
 - iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague
 - iv) earthquake, fire, flood or cyclone, or other natural or physical disaster or
- b) By reason of any exceptionally inclement weather or
- c) By reason of proceeding taken or threatened by or disputes with adjoining or neighboring owners or public authorities of
- d) By delays of other contractor or trade men engaged by the Bureau or the consultants and the work not referred to in the schedule of quantities and/or specification or
- e) By reasons of Bureau / consultant's instructions
- f) By reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or

- g) From other cause which the Bureau / consultants may certify as beyond the control of the contractor

The Bureau / consultant shall make a fair and reasonable extension of time for completion of the contract works.

In case of strike or lockout the contractor shall as soon as may be given written notice thereof to the Bureau / consultant, but the contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of Bureau / consultant to proceed with the work.

38. Failure by contractor to comply with Bureau / Consultant's instructions.

If contractor after receipt of written notice from the Bureau / consultant requiring compliance, with such further drawings and/or consultants instructions fails within seven days to comply with the same, the Bureau may pay other persons to execute and such work whatsoever as may be necessary to give effect there to and all costs incurred in connection therewith shall be recoverable from the contractor by the Bureau as a debt or may be deducted by him from any moneys due to the contractor.

39. Labor laws and safety regulations.

(a) Labor Laws:

- (i) Laborers below the age of 18 years shall not be employed on the work.
- (ii) The contractor shall not pay less than what is specified by the law to laborers engaged by him on the work.
- (iii) The contractor shall, at his own expenses, comply with all labor laws and the Bureau shall not be responsible for any recovery/penalty imposed by the respective authorities for violating the labor laws.
- (iv) The contractor shall obtain a valid license under the Contract Labor (R&A) Act 1970, and the Contract Labor (Regulations and abolition) Central Rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work.
- (v) The contractor shall furnish to the Bureau/Consultant, the details of the workers employed on the works. (Names, addresses, phone numbers, and copies of valid and updated government issued photo ID document (such as Aadhaar Card)).
- (vi) The contractor shall comply with the provisions of the existing rules and regulations relating to labor laws.

(b) Minor Accident on Duty:

For cases of minor accident on duty not covered under compensation by insurance, the contractor shall have to compensate the affected person by reimbursing these medical expenses against submission of actual expenditure document.

(c) Provident Fund:

It shall be solely the Contractor's responsibility to complete all provident fund formalities as per statutory regulations.

(d) Safety code

The contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions. While carrying out the work, the contractor should provide for;

- (i) Safety of personnel engaged in the construction.
- (ii) Protection and safety of works and materials during their progress.
- (iii) Sanitary and hygienic conditions of working and living for his workers.

(e) Use of Safety Gadgets:

The Contractor shall have to ensure availability and use of all desired safety gadgets like safety belts, helmets, goggles, hand gloves etc.

(f) Unsafe working condition:

If any activity is found to be progressing without proper and complete safety measures (including use of safety gadgets) being implemented, the contractor may be asked to stop the work unless he fulfills the desired safety norms. Such delays shall not be allowed to be considered for extension in duration of the allotted time period.

(g) First Aid:

The contractor shall provide first aid facilities for his employees and those of his sub-contractors. The requisite first aid box and medicines should always be available at work site.

(h) Contractor's Barricades:

The contractor shall erect and maintain barricades required in connection with his operations to guard or protect:-

-) Excavations
-) (ii) Hoisting Areas
-) (iii) Areas adjudged hazardous by the Bureau/authorized representative.
-) (iv) Charged electrical panels.
-) (v) Bureaus existing property liable to get damaged by contractor's operation.

(i) Preservation of peace:

The contractor shall take precautions to prevent any riotous or unlawful behavior by his workers, for the preservation of peace and protection of inhabitants and the security of property in the neighborhood of the work.

(j) Wherever statutory liability is attached to the Bureau with regard to any contribution under the labor laws or other statutory provisions, it shall be the duty of the contractor to reimburse the same to the Bureau or Bureau will be entitled to deduct the said amount from the pending bills.

40. Samples and Testing.

(a) **The successful Bidder shall provide sample of all materials for approval, whenever required.** The samples shall be submitted for approval well before the commencement of the particular work and give the Bureau/authorized representative a reasonable time for their comments. All materials to be used in execution of project shall be of first class quality; I.S.I. marked (Where applicable) and shall be approved by Bureau/Consultant before its application.

(b) The contractor shall be paying all testing charges required for testing of materials and samples as and when taken by Bureau/Consultant. The Contractor shall arrange necessary labor and transportation to facilitate testing of samples/materials. Frequency of testing materials/samples shall be as per related I.S. codes. As mentioned elsewhere in tender documents as well, the Contractor must establish a testing laboratory at site as directed by Consultants / Owners.

(c) The work should be carried out in truly professional manner, neatly finished with proper line, level and plumb. Cleanliness and finishing of the job is of utmost importance. Hence the job should be done most carefully with best workmanship. For all finishing jobs samples should be approved from the Bureau/Consultant before completely executing the work.

(d) The Bureau/Consultant should be immediately informed for any discrepancy in drawings, specifications and instructions in the execution of job at site before actual execution of particular item having discrepancy.

e) Any item found to be having been executed with poor workmanship or materials of inferior quality then the contractor shall have to rectify /reconstruct the work as specified by Bureau/Consultant. No extra charge will be admissible in such case. If Contractors fails to do so, the Bureau/Consultant reserves the right to rectify / reconstruct the work through some other agency at the risk and cost of contractor

41. Certificate and Payment.

a. Schedule of Rates:

i) The payments to be made to the contractor for various items of works shall be as per the finalized rates in contractor's bid and the rates of extra items finalized from time to time. The basis of calculation of rates of extra items will be as per CPWD's Analysis of Rates applicable for scheduled items and market rate analysis based on prevailing market for non-scheduled items.

ii) The rates finalized in the contractor's bid shall remain firm till the completion of the work including extension of time, if any.

b. Measurement:

Measurements of the various items of the work shall be taken by the Contractor's authorized representative from time to time for maintaining the records and preparing the bills. The Consultant shall verify the measurements jointly with the contractor's representative and submit his recommendation for payment to the Bureau. The Bureau shall be entitled to re-verify the measurement jointly with the contractor's and consultant's authorized representatives.

c. Mode of Measurement:

All measurements shall be in the metric system and in accordance with Indian Standard Specifications IS: 1200 and in accordance with standard engineering practice. If the contractor has any objection regarding the measurements then he shall inform the Bureau/Consultant immediately but not later than 3 days from the date of measurement. The decision given by the Bureau / Consultant shall be final and binding on the contractor.

d. Mobilization Advance:

The contractor shall be paid an interest-free mobilization advance amounting to 10% of the tendered value against bank guarantee from scheduled bank, the same shall be recovered from contractor's running account bill @ 10% of the total work done till full recovery.

e. Lump sums in Tender:

No Lump sum item in the contract.

f. Running Account Payments to be regarded as advances:

All running account payments shall be regarded as payments by way of advances against the final payment only and not as payment for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the performance of the contract or nor shall it conclude, determine or affect in any way the powers of the Bureau under these conditions or any of them as to the final settlement of the accounts or otherwise, or in any other way vitiate or affect the contract. The final bill shall be submitted by the contractor within one month from the date of actual completion of the work, to the Consultant, otherwise the Consultant's and Bureau's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on the Contractor. The payment of final bill shall be done as per clause no.41 h (iii).

g. Payment of Contractor's Bills:

i. The payment due to the contractor shall be made only in Indian Currency by Crossed Account Payee Cheques or through electronic transfer system (RTGS). The cheque shall be released only against submission of duly signed and revenue stamped receipt.

ii. The Bureau reserves the right to carry out post payment audit and technical examination of the bills and work executed including all supporting vouchers etc. The Bureau further reserves the right to enforce recovery of over-payment when detected. Similarly, if any under payment is discovered, the amount shall be paid to the contractor.

iii. Wherever any claim for the payment against the contractor arises as per the contract, the same may be deducted from the bill of the contractor or from his Performance Security.

h. Billing and terms of payment:

i. All Bills shall be raised in the name of "**Bureau of Indian Standards, New Delhi (GSTIN 07AAATB0431G1ZD)**".

ii. The contractor shall submit their correct & complete running bills along with detailed measurement Book as supporting documents as per the agreed schedules and actual measured quantities to the Consultant on monthly basis. **The running accounts bills should not be less than Rs 9.0 lakhs once in a month.** The Consultant after verification of bill as per the Schedule of Item Rates of the order shall forward the bill to The Bureau for release of payment within 30 days. The mobilization advance of 10% of the total work done shall be adjusted against progressive RA bills of the contractor.

iii. **Retention amount:** - 5% of the value of work done from each running bill will be retained as retention amount, which shall be released only after the defect liability

period of 12 months of date of virtual/provisional completion of work. No interest shall be paid on the retention amount.

- iv. **Final Bill:** On completion of work and issuance of virtual/provisional completion certificate by the Bureau (see clause 41 (i)) , the contractor shall submit the final bill with total measurement sheet, at one time and the payment shall be released after checking and necessary corrections/ clarifications if any, required.
- v. **Taxes:** The taxes as may be levied by the Government from time to time shall be charged and indicated separately in each bill by the contractor in addition to the charges for work items as per contractor's bid.
- vi. **TDS:** The payment will be subject to the provisions of the Income Tax Act, 1961 i.e., Tax will be deducted at source with cess/surcharge, at the prevailing rates, from the gross amount of each bill submitted.

i) Virtual/Provisional Completion Certificate & Taking over:

When the Contractor successfully completes the works as per the contract, he shall be eligible to apply for provisional completion certificate in respect of the works. The Bureau shall issue to the Contractor the virtual/provisional completion certificate after verifying from the completion documents submitted by the Consultant and satisfying himself that the work has been completed in accordance with the construction drawings and the contract document. The Contractor, after obtaining the provisional completion certificate, is eligible to present the final bill for the work executed by him under the terms of the contract. The work will not be considered as complete and taken over by the Bureau until all the temporary works, labor hutments etc. are removed and the work site cleared to the satisfaction of the Consultant.

If the contractor fails to comply with the requirements of the above on or before the date for the completion of the works, the Bureau may, at the expense of the contractor, remove the tools and plants and surplus materials and dispose of the same and the contractor shall pay the amount of all expenses incurred.

42. Unfixed material when taken into account to be the property of Bureau

When in any certificate of which the contractor has received payment the consultant have included the value of unfixed materials intended for and/or placed on or adjacent to the works such materials shall become the property of the Bureau for any loss or damage to which the contractor shall be responsible and they shall not be removed from the site except for use upon the works without the written authority of the Bureau/consultant.

43. Defects after completion

The defects, shrinkage, settlements or other faults which may appear within "Defect Liability period" (twelve months after the virtual completion of the works), arising in the opinion of the Bureau / consultants from material or workmanship not in accordance with the contract, shall upon the direction in writing of the Bureau / consultants and within such reasonable time as shall be specified therein, be amended and made good by the contractor, at his own cost. In case of default the Bureau may employ and pay other persons to amend and make good such defects, shrinkage settlements or other faults, and all damage, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damage, loss and expenses shall be recoverable from him by the Bureau from any moneys due or that may become due to the contractor.

44. **Special Work Instructions and Conditions:**

Special Work Instructions and Conditions:

Special attention of the bidders is invited to clauses as under and also to Clause 22 (c) of the Conditions of Contract:

- i. **Bidders may note that above work is to be executed in the area which are already under renovation. Accordingly, the execution of work will be done in such a way that already installed items such as carpets, TV's & other electronics etc are not damaged/harmed. Such jobs which may disturb normal office work would be executed after office hours or on closed days. The schedule of working for different areas shall be mutually decided at the time of execution. All necessary manpower and infrastructure including scaffolding etc shall be provided by the contractor. Nothing extra would be payable on this account.**
- ii. The work of installation of furniture alongwith the cable manager and POP-UP boxes shall be done in coordination with already laid out cables.
- iii. A Contractor not meeting requirements as stated above shall inform The Bureau of any changes and deviations in their specifications. The same shall be reviewed by the Bureau and Consultants and decision taken thereof as to the acceptability of the same.
- iv. **Electricity & water supply shall be provided by the Bureau free of cost at one point.** The contractor shall make his own arrangement for distribution of the same at various work place. The contractor must consider the same while quoting rates.
- v. Physical Sample of all materials shall be presented by the successful bidder for approval before commencement of work.
- vi. Arrangement of scaffolding, if required will be done by contractor at his own cost.
- vii. Arrangement for protection/barricading of execution area during the execution will be done by contractor at his own cost.

- viii. It shall be ensured by the contractor that electrical, internet, telephone or any other services of BIS HQ buildings are not disrupted due to the subject work. In case the same are disrupted ,the services shall be restored at the earliest by the contractor at his own cost and nothing extra would be payable on this account.
- ix. The contractor shall remove malba/waste material& disposed at govt. approved dump yard from the site of work regularly.
- x. The contractor shall provide temporary Office of suitable size for the purpose of their own working & for the PMC staff at his own cost. The structure shall be prefab structure with sandwich panels including electrical & sanitary services. Furniture for 4 members of PMC staff. The location shall be finalized as per the direction of officer-in charge of the Bureau.
- xi. All machinery and tools required for execution of job would be contractor's responsibility.
- xii. **IDLE LABOUR:** Whatever the reasons may be, no claim for idle labor, additional establishment cost of hire and labor charges of tools and plants would be entertained under any circumstances.
- xiii. The contractor shall arrange for shifting/removing of all furniture/ equipment or covering of items with polythene sheets etc. to undertake the work.
- xiv. The Contractor shall produce samples before procurement of the material for approval of the Bureau, before execution for all materials required for works. In respect of materials for which approved makes are not specified as above, the same shall be decided by the Bureau and sample got approved from Bureau before procurement.
- xv. All bidders are expected to visit and inspect site conditions further to which only they should quote their best prices. For any clarifications on site clearances, material movement, material stores required at site etc., PI contact: Head, PMW Deptt.BIS, Manakalaya, New Delhi.

Section 5: अनुबंध /ANNEXURES

Annexure1

FORM OF BANK GUARANTEE BOND FOR PERFORMANCE SECURITY

1. In consideration of Bureau of Indian Standards (hereinafter called 'The Bureau') having agreed to exempt _____ (hereinafter called "the said Contractor(s)') from the demand under the terms and conditions of an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called "the said Agreement of Performance Security for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.

_____ (Rupees _____ Only) we, _____ (hereinafter referred to as (indicate the name of the bank) 'the bank') at the request of _____ [(Contractor (s) do hereby undertake to pay the Bureau an amount not exceeding Rs. _____ against any loss or demand caused to or suffered or would be caused to or suffered by the Bureau by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.

2. We _____ do hereby (indicate the name of the bank) undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Bureau of Indian Standards stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Bureau by reason of breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement or by reasons of the Contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We, undertake to pay to the Bureau any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s) / Supplier (s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s) / Supplier (s) shall have no claim against us for making such payment.

4. We, _____ further agree that the Guarantee (indicate the name of Bank) herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Bureau under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the authorized officer of the Bureau certifies that the terms and conditions of the said Agreement have been fully

and properly carried out by the said Contractor (s) and accordingly of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all liability under this guarantee thereafter.

5. We further agree with the Bureau that (indicate the name of Bank) the Bureau shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time to performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Bureau against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act or commission on the part of the Bureau or any indulgence by the Bureau to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s) / Supplier (s).

7. We ... lastly undertake not to revoke this (indicate the name of bank) guarantee during its currency except with the previous consent of the Bureau in writing. Dated the..... Day of20 For..... (Indicate the name of bank)

Annexure-2
DETAILS TO BE FURNISHED BY THE BIDDERS

1. Name of the Firm/Company:
2. Permanent Address in Delhi/NCR (Proof of address to be enclosed):
3. Telephone No.:
4. Fax No:
5. E-mail:
6. Details of Proprietor/Partner/Director

Name	Address	Qualification and Experience

7. Total experience of the firm in similar works in years (enclose scanned copy of certificate of incorporation showing that firm is in existence for at least 5 years):
8. Annual Turnover of the Firm/Company during previous three Financial Years (Scanned copies of Chartered Accountant certified copies of audited balance sheets and PL statement to be enclosed):

Financial Year	Annual Turnover (Rs.)	CA Certified copies supporting document as above enclosed (Yes/No)
FY 2015-16		
FY 2016-17		
FY 2017-18		

9. PAN Number (Scanned Copy of PAN Card to be enclosed):
10. GST Registration No. (Scanned Copy of Regn. certificate to be enclosed):
11. EPF Registration No. (Scanned Copy of Regn certificate to be enclosed):
12. ESI Registration No. (Scanned Copy of Regn certificate to be enclosed):
13. Details of registration with CPWD as Class II Contractor or above(Scanned Copy of registration certificate to be enclosed).

Enclosures to be uploaded with Annex 2:

Scanned copies of:

- i. Proof of address
- ii. Certificate of incorporation
- iii. Chartered Accountant certified copies of audited balance sheets and PL statement of previous three years
- iv. Scanned Copy of PAN Card, GST, ESI, EPF registration certificate
- v. Scanned copy of registration certificate with CPWD as Class II contractor or above

Annexure-3

**Details of Government building furniture works executed during past five
years for government department/organization
(Refer Eligibility conditions - Section 1 condition 1 (iii))**

Name of the Bidder:

Sl. No.	Details of work executed	Year in which completed	Name, Address, phone number and email ID of the buyer/customer	Value of the works	Remarks

Note: -Upload copy of completion certificate clearly indicating value of work issued by client, along with Annex 3

Annexure-4

Declaration regarding black-listing and / or litigations

I/we here by declare that our firm /agency is not black-listed by any ministry or Department of Central Government/State Government or PSU or other bodies under the Central Government/State Government. I/we further declare that no criminal case is registered or pending against the firm/company or its owner/partners/directors any where in India.

Date the.....dayof 2019

Annexure 5

**DECLARATION FOR WEBSITE DOWNLOADED & NON TAMPERED
TENDER DOCUMENT**

I/We Director(s)/Authorized Signatory of M/s -----, hereby declare that I/We have downloaded the Tender Document from the website <http://www.eprocure.gov.in> or www.bis.gov.in and I/We have not tampered the tender document issued vide TENDER No: _____ dated: _____,

In case at any stage, if it is found that the information given above is false or incorrect, the Bureau shall have the absolute right to take any action as deemed fit without any prior intimation

Annexure 6
TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Bureau of Indian Standards

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: _____

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: www.bis.gov.in OR www.eprocure.gov.in
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), appendices (s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Annexure - 7
Information for bidders

SNo	Item	Information
1.	Availability of tender documents	12 June 2019
2.	Pre-bid Conference	21 June 2019
3.	Earnest Money deposit (Demand Draft)	Rs 95,000/- (@5%)
4.	Performance Security (Bank Guarantee)	10 % of contract value
5.	Validity of Bids	90 days
6.	Opening of Bids:	04 July 2019
7.	Authorized Officer on behalf of the Bureau for this tender/contract	Head, PMW Department, BIS

ANNEXURE 8:

CONTRACT AGREEMENT

This Contract agreement made this _____ day of _____ at _____

Between

_____ (Name and address of Bureau) (hereinafter called "the Bureau)" which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns, **OF THE ONE PART,**

And

_____ (Name and address of contractor) (Hereinafter called "the Contractor" which term or expression unless excluded by or repugnant to the context or meaning thereof, shall be deemed to include its successors and permitted assigns, **OF THE OTHER PART**

And Whereas

The Bureau is desirous that the Contractor executes

_____ (Name and identification number of Contract, Scope of Work, and Time for Completion) (hereinafter called "the Works") and the Bureau 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 amount of

Rs..... (In words Rupees....).The contract amount shall be inclusive of all taxes and duties viz and Insurance.

NOW THIS AGREEMENT WITNESSETH as follows:

- 1. In this Agreement, words and expression 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 Bureau to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Bureau to execute and complete the Works and remedy the defects therein in conformity in all aspects with the provisions of the Contract.
3. The Bureau hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and in the remedying the defects wherein the Contract amount 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 Agreement, Viz:
 - a. Work order
 - b. Letter of acceptance
 - c. Notice to proceed with the works
 - d. Contractor's Bid
 - e. Conditions of contract
 - f. Specifications of works
 - g. Drawings;
 - h. Financial bid for each subheads with schedule of rates.
 - i. Any other documents listed in the tender document as forming part of the contract.

Order of Precedence

The following order of precedence shall prevail for interpretation of the Contract document read in conjunction with addenda/corrigendum issued, Agreed points after Techno-Commercial discussions, Letter of Acceptance and Contract Agreement.

- a) Description in Bill of Quantities
- b) Conditions of Contract and Annexures hereto
- c) Technical Specification
- d) Tender Drawing

In witness whereof the parties have caused this Agreement to be duly executed the day and year first above written.

TheCommon Seal of

Tender Ref No. PM/98/T

Was hereunto affixed in the presence of:

Signed Sealed and Delivered by the said

Binding Signature by and on behalf of the Bureau

Binding Signature by and on behalf of the Contractor

In the presence of

Witness:

(Signature)

Name of Witness

Address

Witness:

(Signature)

Name
of Witness_

Address_____

Tender Ref No. PM/98/T

Annexure 9: Checklist of documents

1. 12.1 Technical Bid:

- a) Scanned copy of Check-List of all the documents (as per format at **Annexure 9**);
- b) Scanned copy of EMD. (Scanned copy to be uploaded and original to be submitted physically within date mentioned at **Section I**)
- c) Scanned copy Details of the firm(s) and scanned copies of following supporting documents (**As per Annexure-2**)
 - i. Proof of address
 - ii. Certificate of incorporation
 - iii. Chartered Accountant certified copies of audited balance sheets and PL statement for last 3 financial years
 - iv. Scanned Copy of PAN Card, GST, ESI, EPF registration certificate
 - v. Scanned copy of registration certificate with CPWD as Class II Contractor or above
- d) Scanned copy of details of Government building furniture works executed during past five years for government department/organization with scanned copies of completion certificate clearly indicating value of work issued by client(**As per Annexure-3**);
- e) Scanned copies of declarations regarding black-listing and/or litigations (**As per Annexure-4**), and Website Downloaded & Non-tampered Tender Document (**As per Annexure 5**) and Tender Acceptance Letter (**As per Annexure 6**)

12.2 Financial Bid

- a) Price bid in the form of **BOQ template** BOQ_XXXX.xls available along with this tender document on CPPP website <https://eprocure.gov.in/eprocure/app> (Bidders to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid)

Annexure 10
Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been

completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Appendix-1

Technical

Specifications

TECHNICAL SPECIFICATIONS OF 'SUPPLY & INSTALLATION OF OFFICE FURNITURE ITEMS ALONG WITH OTHER INTERIOR WORKS'

1. GENERAL

- a) Testing of materials / works shall be carried out as per latest specification / BIS codes from approved test laboratory. The contractor shall carry out all such tests at his own cost & time. The nos. of samples to be submitted for testing and the frequency of testing shall be as specified in the specifications / standards or codes.
- b) All the works shall be carried out in accordance with drawings, specifications, description of item in schedule of quantities/Drawings or as per the direction of ARCHITECT to his full satisfaction. If the substitution of any approved / specified material and make, due to its non – availability, with an alternative one, becomes necessary, the agency must get specific approval of the same before placing order for purchase of materials.
- c) Providing and operating necessary measuring and testing devices and materials are included in the Contractor's scope of work. The quoted price shall be inclusive of the cost of all such tests, which are required to ensure achievement of specified quality. No separate payment for testing shall be made.
- d) All finished work must be truly vertical & horizontal or in any other plane as specified. The rates quoted by the agency must include the cost for taking necessary measures to achieve it.
- e) Any scaffolding used shall be of double vertical supports and no portion of scaffolding shall touch the wall surface.
- f) The workmanship is to be the best available and of a high standard. Use must be made of special trades men in all aspects of the work and allowance must be made in the rates for so doing. Contractor shall maintain uniform quality and consistency in workmanship throughout.
- g) Any work not conforming to specifications or workmanship shall be rejected and the same shall be rectified or removed and replaced with work of the required standard of workmanship at no extra cost to the employer.
- h) Rates quoted for the items shall be valid for carrying out the item of work at any and/ or all floor heights.

2. PLYWOOD

a) Unless otherwise stated, only BWR / BWP grade plywood boards shall be used. Plywood shall comply with standards and specifications. Face veneers may be either commercial or decorative on both sides or one side commercial and the other decorative. Type of face veneer and grade of plywood boards shall be, as specified.

b) CROSS GRAIN/ LONG GRAIN FLEXIPLY: - Shall have flexibility and high bending quality. It can be cold formed to curve surface requirements. Made of gurjan species, exclusively with phenolic resin and conditioned to undergo any sort of rigorous climatic changes such as alternate wetting and drying. Shall not require any external heat or water sprays which are the conventional for post forming.

c) ELASTICITY: - Cross grain 200N/mm²

d) DENSITY: - 0.75gm/cc

e) BENDING RADIUS: -

6mm	10mm diameter
8mm	12mm diameter
12mm	30mm diameter

3. BLOCK BOARDS

All Block boards and formed boards shall be of specified thickness, uniform in colour texture, finish. They shall comply to IS code and shall bear IS marking.

They shall be pressed with exterior quality phenol formaldehyde resin in hot press. Unless otherwise stated grade I (Exterior grade) block board shall be used for construction. Face veneers shall be commercial on both faces.

4. MDF BOARDS

a) MDF of exterior grade with no VOC content shall be used. All MDF board where specified shall be Phenol Formaldehyde bonded and generally conform to IS code and shall bear IS marking.

b) MDF Boards shall not be used in wet areas such as toilets, bathrooms etc. and location subject to direct water. At every joint of the cladding an expansion gap of 3mm to 6mm should be provided.

5. PRE-LAMINATED BOARDS

Pre-laminated boards / high / medium density Fiber boards shall be shall be Phenol Formaldehyde bonded and conforming to IS and shall be with exterior quality adhesive only. Thickness shall be as specified.

6. DECORATIVE TIMBER VENEER PLY

a) 3.5 - 4.0mm thick straight grained matching approved veneers shall be used. The veneer shall be resin bonded & suitable for the intended use the decorative veneer should have attractive appearance due to figure, color, grain, luster etc. The decorative veneer surface shall be selected for figure, texture, color and grain characteristics. All the veneer shall be from one lot and shall be group matched so as to be similar in grain and characters.

Architect's prior approval of the lots is to be obtained before the same is procured. The grains/flowers shall be strictly placed either horizontally or vertically or diagonally and matched as per instructions of the Owner. The decorative veneered surface shall be free from torn grain, dead knots, discoloration and sapwood. Where group match veneers are specified it shall refer to a certain number of decorative matched plywood panels, matching in figure, color and grain as required to form a group to give an overall general effect, the quantity of each group unless mentioned in the schedule shall be restricted to at least one enclosed cabin space, as the case may be. The decorative veneered surfaces with figures shall not be allowed unless specified with schedule. For majority of veneers the contractor shall arrange for selection of finishing material from bulk stocks of the supplier. A joint visit shall be arranged by the contractor along with Architect/Employer for the selection process. This shall have no bearing on the cost to the employer.

b) Fleece Backed decorative veneer ply shall be min 0.5 mm veneer mounted Polyester Fleece back in lieu of plywood backing.

7. LAMINATE SHEETS

Laminate shall be of the brand, catalogue surface finish, colour as specified and approved by the Architect. All laminates shall be in finish as per design intent unless mentioned otherwise. Laminates shall comply with standards and specifications.

8. All fittings and fixtures shall be as specified in Schedule of Items or on drawing by Architect. Approved makes only shall be used for respective items. Fittings shall be guaranteed by the manufacturer for its performance.

9. Adhesives and glue shall be as per IS for exterior quality and water repellent.

10. FASTENERS

All fixing anchor, bolts, screws, nuts, washers or other miscellaneous anchoring / fixing devices shall be of non-magnetic stainless steel and approved by Architect and shall provide adequate strength.

11. HIGH PRESSURE LAMINATE (HPL) / COMPACT LAMINATE PANELS

Compact Laminate shall be as per IS 2046 (Indian Standard) and as per fire retardant BS-476/97 standard. The solid compact laminate (Phenolic Core Board) shall be based on thermostatic resin, homogeneously reinforced with cellulose fiber and laminate on both side with suede finish, scratch and impact resistant, to achieve the cubicles dimensions joint-less partitions.

The cubicle system will be equipped with heat and bacteria resistance. The modular cubicle shall possess 100% resistant properties towards: Water, chemical, impact.

Following criteria shall be involved in selection of compact laminate

- a) No solvent are used in production.
- b) No heavy materials are used.
- c) The energy requirements during curing are extremely low.
- d) Recycling is possible.
- e) More than 60% of raw materials are renewable.
- f) The durability of the product ensures the performance of the composite throughout its entire life cycle.

14. The contractor shall submit for approval of the following:

- a) Literature / Catalogue of product to be used.
- b) Test certificates from independent laboratories conforming that product meets standards specified.
- c) Manufacturers certification that product meets / exceeds specification for the project.
- d) Include data for wood preservative treatment and chemical treatment from manufacturer and certification by treating plant that treated materials comply with requirement.
- e) Literature describing each fabric wall covering product and its suitability for the surface intended shall be submitted. List materials composition of fabric materials including backing.
- f) Samples: 3 nos each of:
 - i) Timber piece - 300x100x60 mm
 - ii) Veneers - 300x300mm
 - iii) Laminates - 300x300 with shade samples
 - iv) Prelaminated board of exterior quality - 300 X 300 mm
 - v) MDF Board of exterior quality - 300 x 300mm
 - v) Samples with polish / paint finish as specified.
 - vi) Fittings and fixtures samples

15. SHOP DRAWINGS

- a) The contractor shall prepare detail drawing for site measurement. Drawings shall indicate each material, its installation, fixing details, finishing, etc. all in plan, elevation, section and typical details and will have to get the same approved from the Architect before execution of work.
- b) Shop drawings should be submitted showing the location of each item, dimensioned plans and elevations, large-scale details, attachment devices and other components.
 - 1. Show details in full size.
 - 2. Show locations and sizes of furring, blocking and hanging strips, including concealed blocking and reinforcement specified in other sections.
 - 3. Show locations and sizes of cutouts and holes for cabling fixtures plumbing fixtures, faucets and other items installed in Architectural woodwork.

16. MOCK-UPS

Before fabricating and installing interior Architectural work, mock-ups should be built for each form of construction and finish required to verify selections made under sample submitted and to demonstrate aesthetic effects and qualities of materials and execution. Build comply with the following requirements, using materials indicated for the completed work:

- 1. Mock-ups should be built in the location and size indicated or, if not indicated, as directed by Architect
- 2. Notify Architect seven days in advance of dates and times when mock-ups will be fabricated and installed.
- 3. Mock ups should demonstrate the proposed range of aesthetic effects and workmanship.
- 4. Approval of Architect for the mock-ups must be obtained before starting interior architectural work fabrication

5. Mock-ups should be maintained during construction in undisturbed conditions as a standard for judging the completed work.

6. Demolish and remove mock-ups when directed.

7. Approved mock-ups may become part of the completed work if undisturbed at time of substantial completion.

17. FABRICATION & INSTALLATIONS

a) Fabrication shall be plumb, straight and level. Surfaces shall be milled plane and finished smooth. For jointing prepare clean cutout and house / joined in best manner using approved adhesive and concealed pins/screws. Mitred joints shall be preferred but basically shall be as shown in shop drawing and approved by Architect. Joints shall be fitted with due accuracy and hairline tight.

b) Work to be installed and fitted in contact of adjoining concrete / masonry shall be fabricated with due allowance for site adjustments but within acceptable tolerances.

Fabrication and assembly shall be completed as far as possible in work shop. Prepared items shall be marked prior to shifting for perfect level, align and fix at site.

c) All exposed veneers work in solid timber and veneers shall be within approvable range of samples approved. Special care shall be taken to ensure that the width of veneers in all related fabrication shall be identical and shall have an even number of veneers of equal near equal widths except where a single veneer is sufficient.

d) Counter tops, counter fronts, shelves, cabinets, dividers, drawers, shall be constructed with specific core and shall be finished as specified in drawing or Schedule of Items or as approved by the Architect at site.

e) Prior to start of any fabrication actual site measurements shall be taken and detail shop drawing corrected accordingly with approval of the Architect.

f) All work shall be finished free from runs, sags or other visual defects, wood shall be thoroughly smoothed and sanded to remove all traces of machines and tool marks. Surface preparation shall be as per IS code of practice or ready to receive specified finish.

g) Supervision and workmen employed shall be experienced in field of carpentry works and shall be able to guarantee workmanship and finish of standards as established and approved by the Architect.

h) Items specified from specific manufacturer with code no. And of approved manufacturer shall be with quality assurance certificate from manufacturer.

i) The installation should be done by an experienced installer who has completed architectural woodwork (Furniture) similar in material, design and extent to that indicated for this project and whose work has resulted in construction with a record of successful in service performance.

j) Fabricator should be experienced in producing architectural woodwork similar to that indicated for this project and with a record of successful in service performance, as well as sufficient production capacity to produce required units.

18. FITTINGS AND FIXTURES

- a) All fittings and fixtures shall be detailed in shop drawings, conforming to specification and shall be fixed as per manufacturer's instructions.
- b) Fittings and fixtures shall make assembly sturdy and securely placed.
- c) Where finishes are to be done on installation remove fixtures and allow painter / polisher to work and on completion re-fix them.

19. PRODUCT HANDLING AND STORAGES

- a) All materials and work shall be protected from damage until final acceptance of work. Cover, ventilate and protect from damage caused by weather, moisture, heat, staining, dirt, abrasions and other causes which may adversely affect appearance or use, or which may cause deterioration of finish warpage, distortion, twisting, opening of joints and seams, delamination, loosening etc of woodwork.
- b) Do not deliver woodwork, until painting, wet work, grinding and similar operations which could damage, soil or deteriorate woodwork have been completed in installation areas.
- c) Damaged or defective items of work in this section are subject to rejection and replacement with new items by contractor at no cost to the Employer.
- d) All materials shall be carefully stored at all times and fully protected from external conditions or contamination.
- e) Wood particle boards shall be stored in packs on a level flat surface in a clean, dry and covering surface with free circulation of air. The edges of boards in a pack shall be in a straight vertical plane.

20. FINISHING

- a) All completed works shall be delivered fully finished in neat and clean condition without any stains, marks, defects, etc. and shall meet with the approval of the Architect. Unless otherwise stipulated all work shall include priming and protective treatments and finishing as required
- b) During the course of work regularly all debris swash excess material shall be cleared and removed from site. On completion clean all places / spaces thoroughly.
- c) Wood work shall be protected from defacement, marring till final completion and hand it over to the Employer.
- d) Repair and replace all defective work prior to final inspection.
- e) Prior to final inspection by the Architect / Employer the contractor to check to ensure proper operations, finish and surroundings.
- f) The approval of work do not relieve the contractor of his liability to maintain to defects liability period at contractor's cost.
- g) Before fabric wall covering is started in any area, it shall be broom cleaned and excessive dust shall be removed. After wall covering operations begin in a given area, broom cleaning will not be allowed. Cleaning shall then be done only with commercial vacuum cleaning equipment.

h) The Contractor shall be responsible for protecting all the mirrors & glasses fixed by him till handing over of mirrors & glasses forming part of this contract. The contractor shall replace at his own expense any broken or damaged mirrors glasses caused through lack of adequate protection or care in installation or handling. All installed materials shall be left in perfect condition to the satisfaction of Architect/ Owner.

i) Upon completion of work, the contractor shall remove all adhesive from the floors, glass and other surfaces. Remove from the premises all rubbish and accumulated materials of whatever nature, not caused by others, and leave this part of the work in clean, orderly and acceptable conditions.

j) All paints / polish shall have VOC within limit as specified in Tender Documents as per Green Building requirements. Paints used in the works shall conform to the respective IS or equivalent, other international standard (if specially specified) and code of practices. These shall be the latest revised.

21. INSTALLATION BRACKETS

Brackets shall be of atomized steel powder coated to give superior finish. Bracket shall accommodate overhead, side or face mounting with clutch assembly on either end of roller.

22. BOTTOM WEIGHT

Bottom of the blind shall be provided with Aluminum tube powder coated in a color matching to the fabric. The fabric shall be enclosed in the suitably created pocket along with the tube. The tube shall be closed from sides with end caps to give a neat look.

23. FURNITURE

a) This section of the specification shall be read in conjunction with the Drawings and other contract documents, and other sections of specifications which shall be deemed to be complimentary to one and another, in particular the technical specifications, painting section etc. The Contractor carrying out this work shall be responsible for providing all labour, plant, tools, materials and everything necessary for the proper execution, completion and maintenance of these works. All furniture shall be of contract quality and suitable for commercial use.

b) DIMENSIONS

All wood sections are approximate and are given for reference to prepare the sample. The size of sections is likely to vary 15%. No deduction or enhancement of rate shall be considered on this account. Figured dimensions shall be taken in preference to scaled dimensions in all cases. Before commencing any works, the Contractor shall verify all measurements on the site.

c) All loose furniture items brought at site shall be kept in wrappers (polythene) sheets to avoid any damage to the item. All materials to be insect and vermin free.

d) METAL FURNITURE

1. Where metal legs, frames and the like are used, these shall be welded, brazed, bolted or riveted as required, finished surface welding, brazing, and riveting shall be well grounded so that no evidence of this is apparent on the final finish of the metal.

2. All legs of case or cabinet furniture, whether of wood or metal, shall be provided with nylon glides or castors unless otherwise shown on the drawings.

3. Metal furniture is to be fabricated from solid sections to the dimensions suitable for stability and rigidity in them with context of contract furniture. All metal parts shall have a protection coating to guard against pitting, rusting or peeling in high humidity climates. Rubber grommets shall be supplied as a cushion between metal base and specified tops. For powder coating only pure polymer shall be used.

e) FINISH

Finishes shall be fully in accordance with the drawings and schedules. Where timber is in natural finish, pieces shall be matched for colour and grain before assembly. Where timber is stained the stain shall be matched throughout.

f) HARDWARE

Hinges, locks, latches, door handles, nails, etc., shall be as specified or as approved substitute equal or be better than the specified. For fixing drawer slides (runner slides), auto closing hinges etc. hole pattern as recommended by the manufacturer. Cup holes shall be punched very accurately mechanically only using a drill bit, drilling template. Drilling positions shall be to suit the kind of hardware used. Marking of drill holes shall be corresponding to hinge type.

g) JOINTS & ADHESIVE

All joints shall be standard mortise and tenon dowel, dovetail, cross halved, tongued & grooved or rebated. Nailed butt joints will not be permitted. Where mortise & tenon joints are used tenons shall fit the mortise exactly. Adhesive shall be as approved for Carpentry and joinery. Lap joints with glue shall be permitted in wood skirting. The designer may require these joinery and joints to be accentuated in various components. Joints shall be allowed only as shown in the drawings. No joint shall be allowed in a structural member of the furniture such as legs, bracing members etc.

h) FASTENINGS & ZIPPERS

Screws, nails etc. shall be of standard iron or wire. Pillow cases shall have concealed non rusting zippers for easy removal of casing and cleaning. All reams must be double safety shifted with quality matching threads.

i) STORAGE, PROTECTION, DELIVERY & INSTALLATION OF FURNITURE & FURNISHINGS ON COMPLETION

Wherever and whenever required all items of loose furniture shall be installed in the positions shown on the drawings, during period inspections (if desired by the Owner) and on completion. All expenses towards transportation (cartage etc. shall be borne by the contractor).

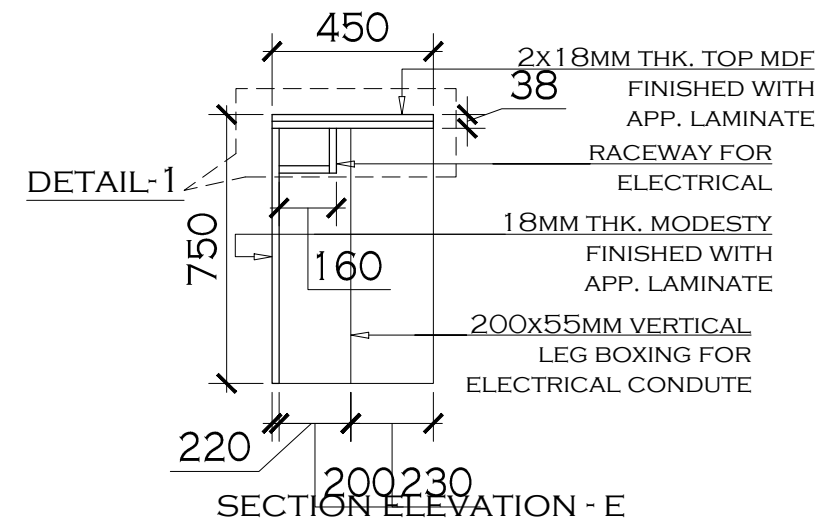
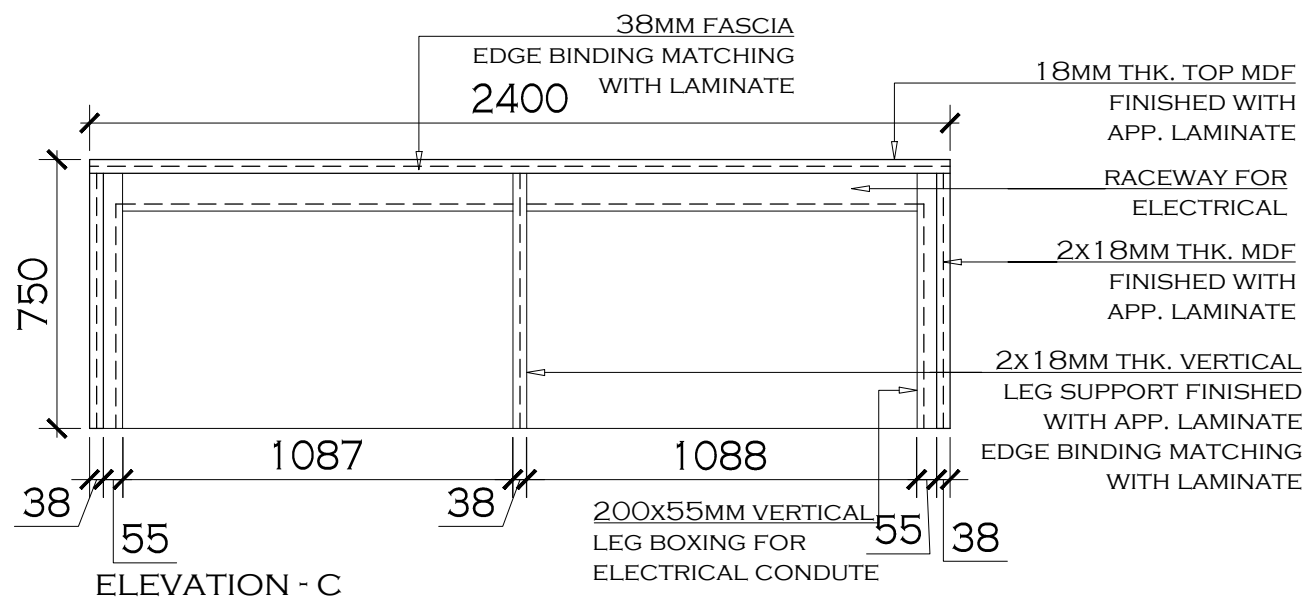
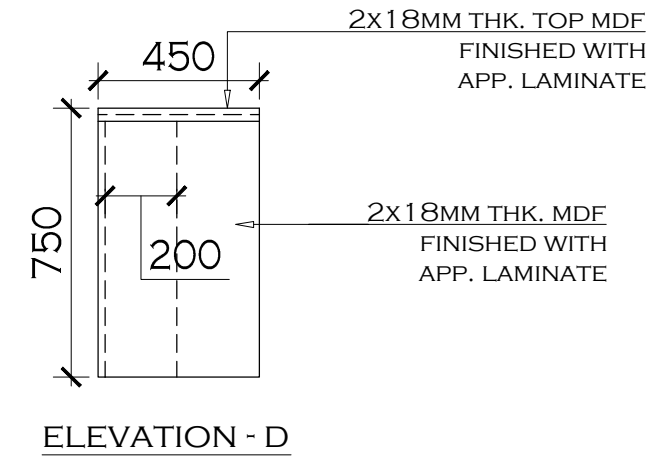
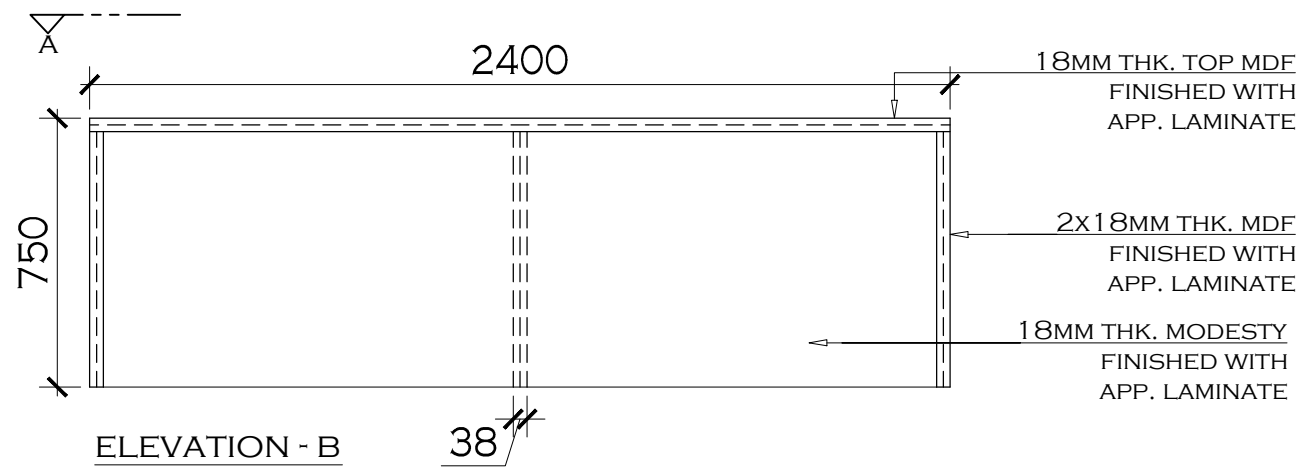
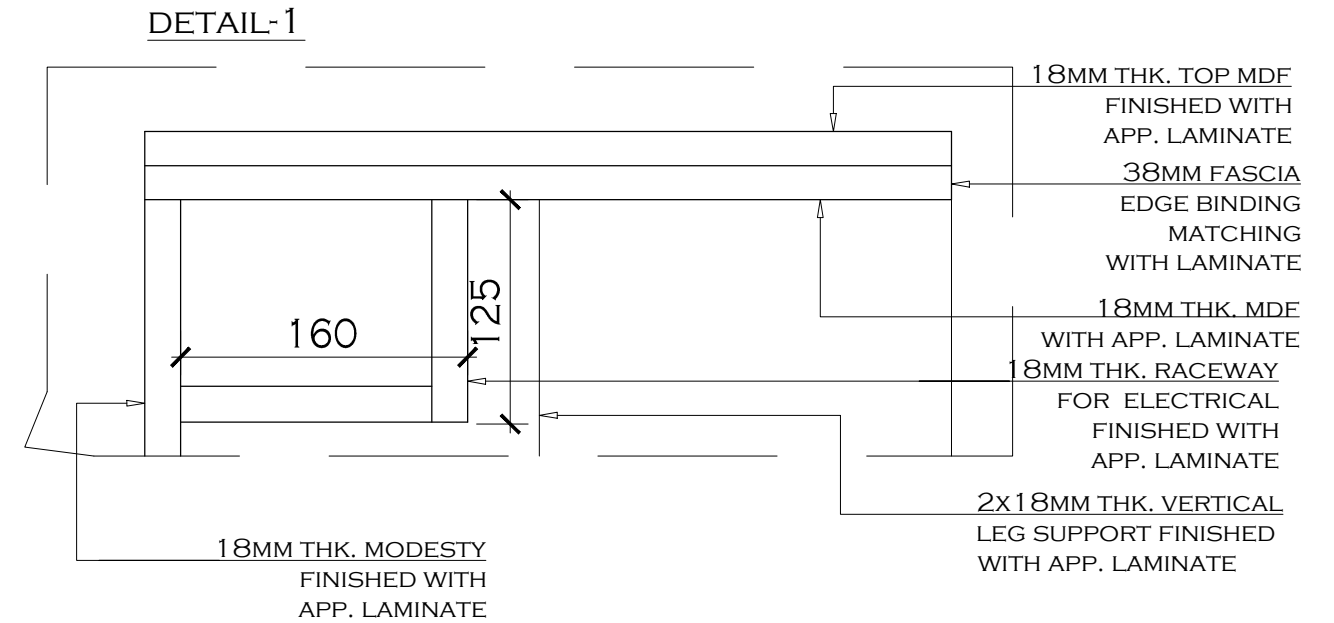
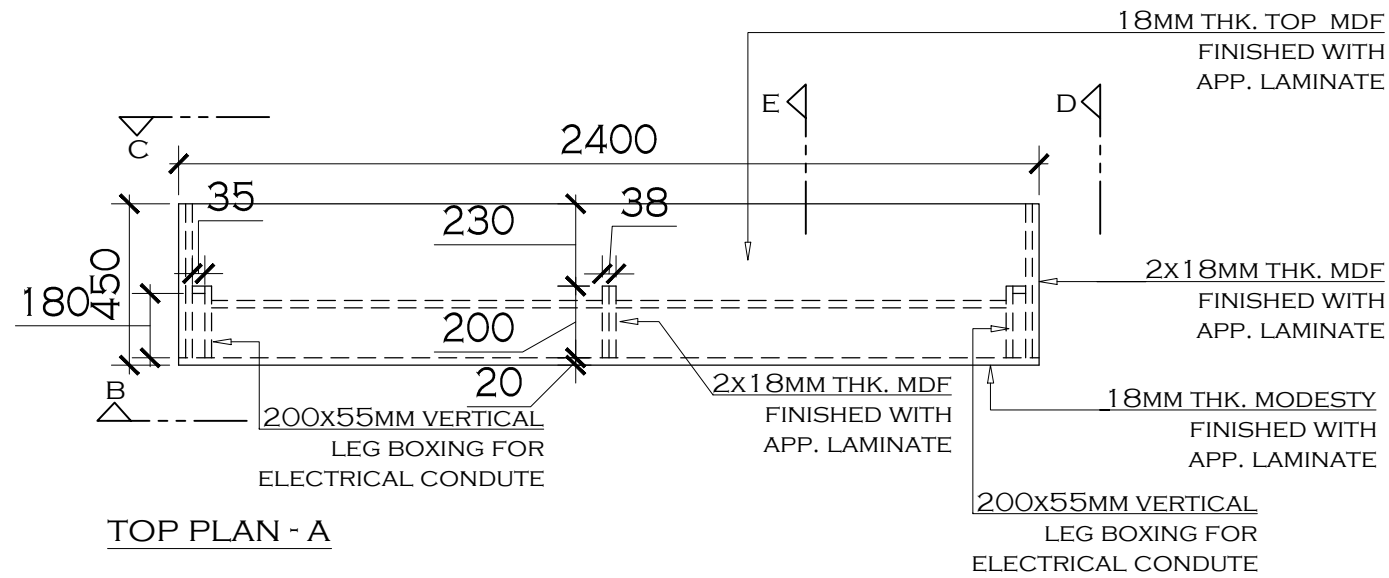
The contractor shall provide storage, protection and guard all fixed items and loose items of furniture, textures, fittings and all other furnishing from dust, fire, damp, theft or any other damage until the date of hand over of the completed works.

The contractor shall make his own investigations to guard against local sources of attack and damage and take all necessary precautions for protection. On the completion of the installation of all work the Contractor shall leave all work clean and perfect. Visual Inspection before covering up: - Timber shall be treated with approved wood preservative before use. Before starting the carpenters work, the contractor shall have the rough timber approved by the Owner.

APPENDIX-2

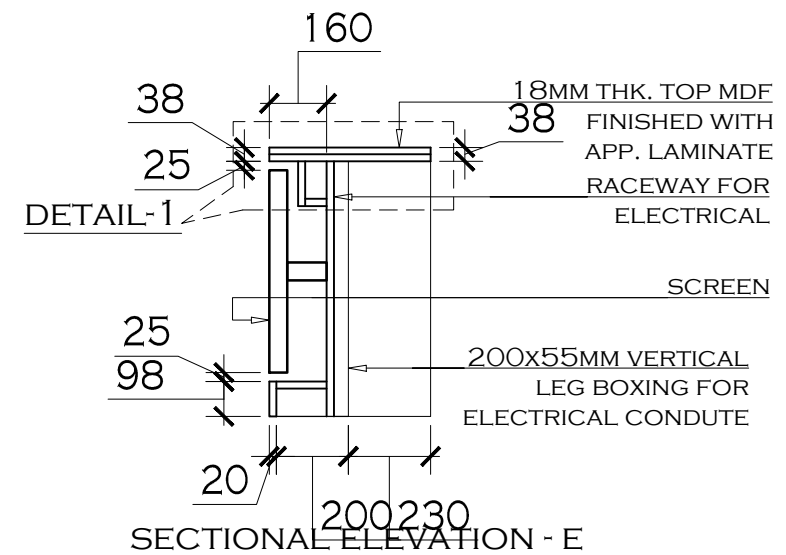
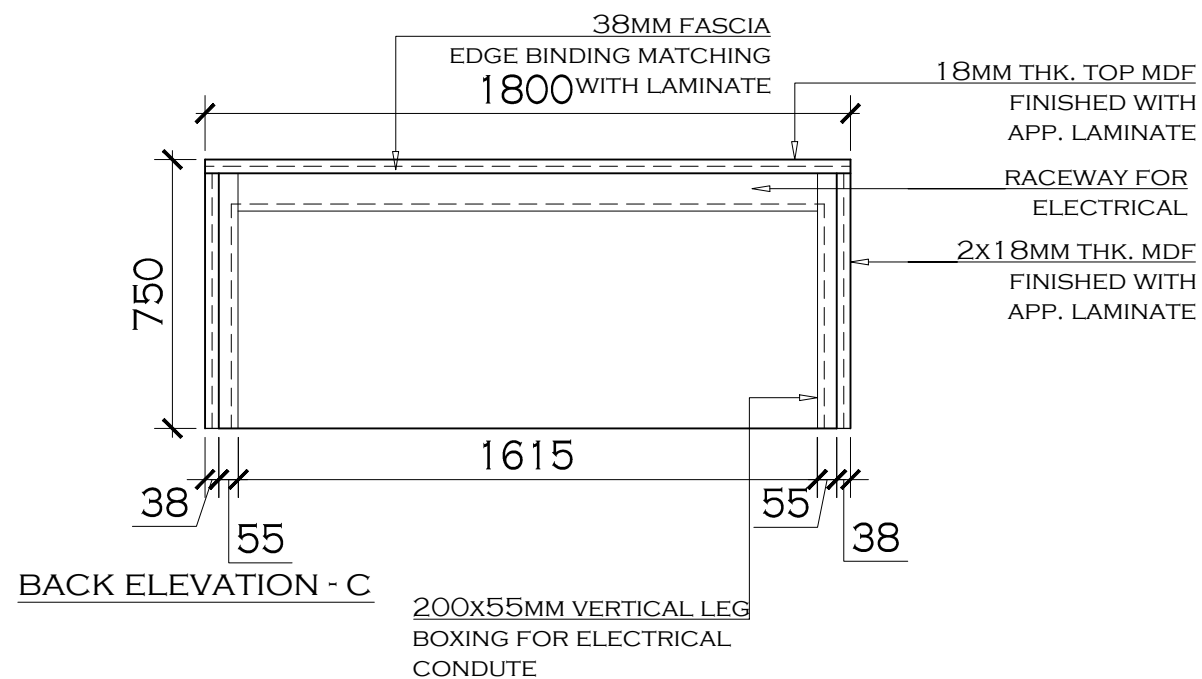
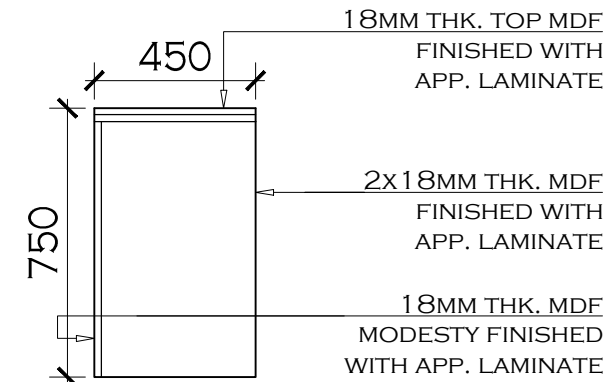
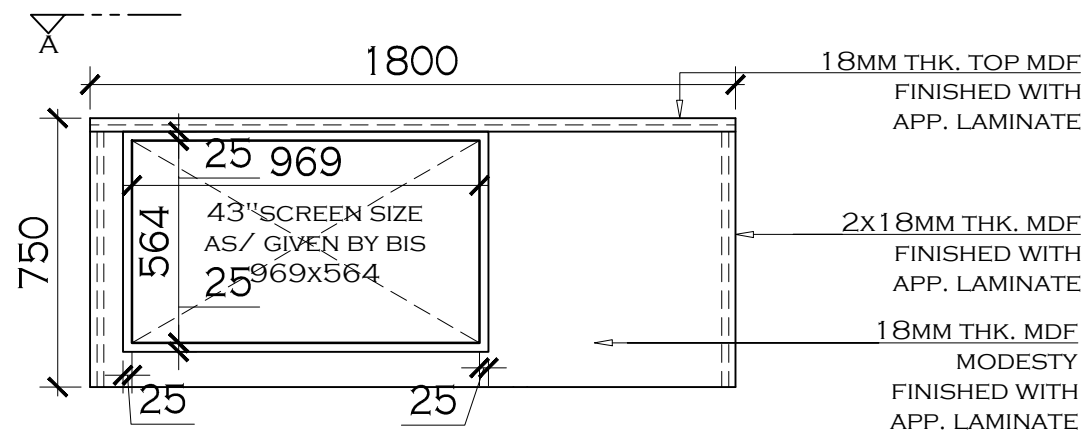
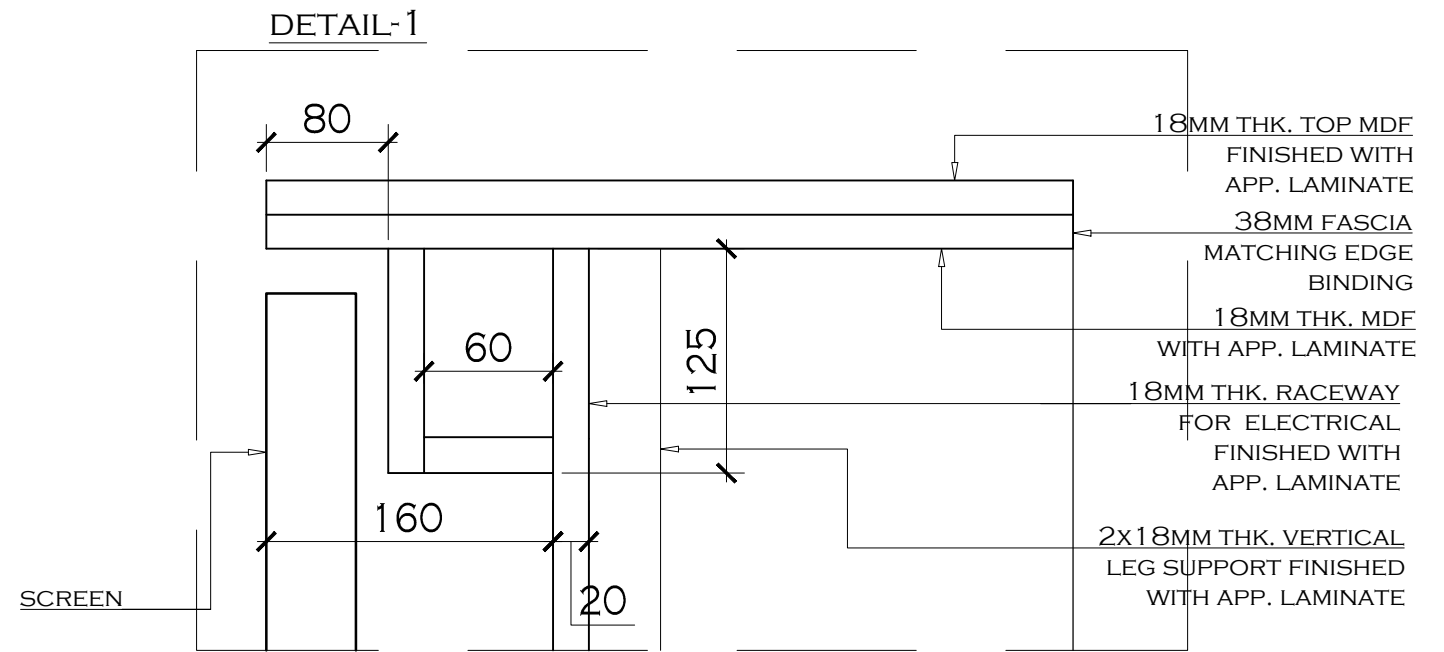
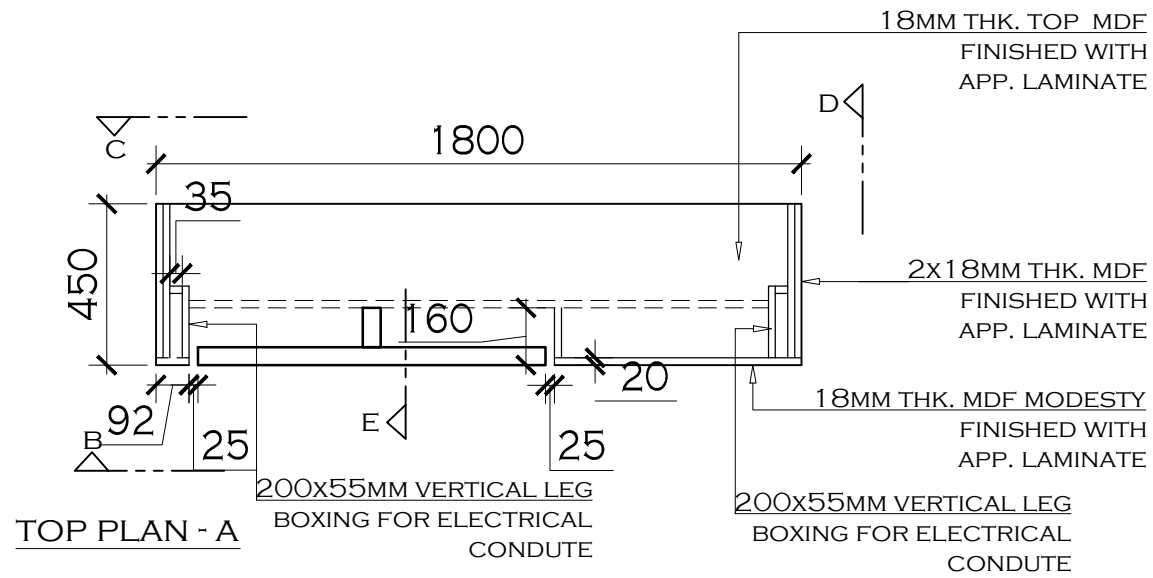
Tender Drawings

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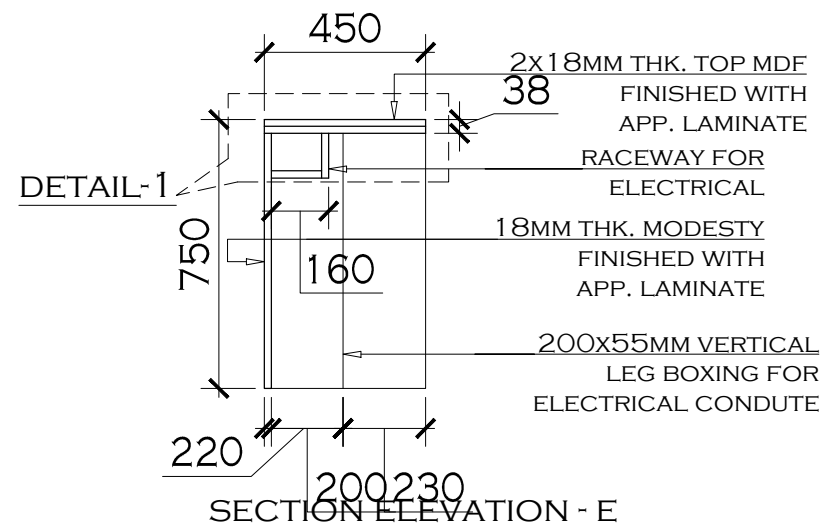
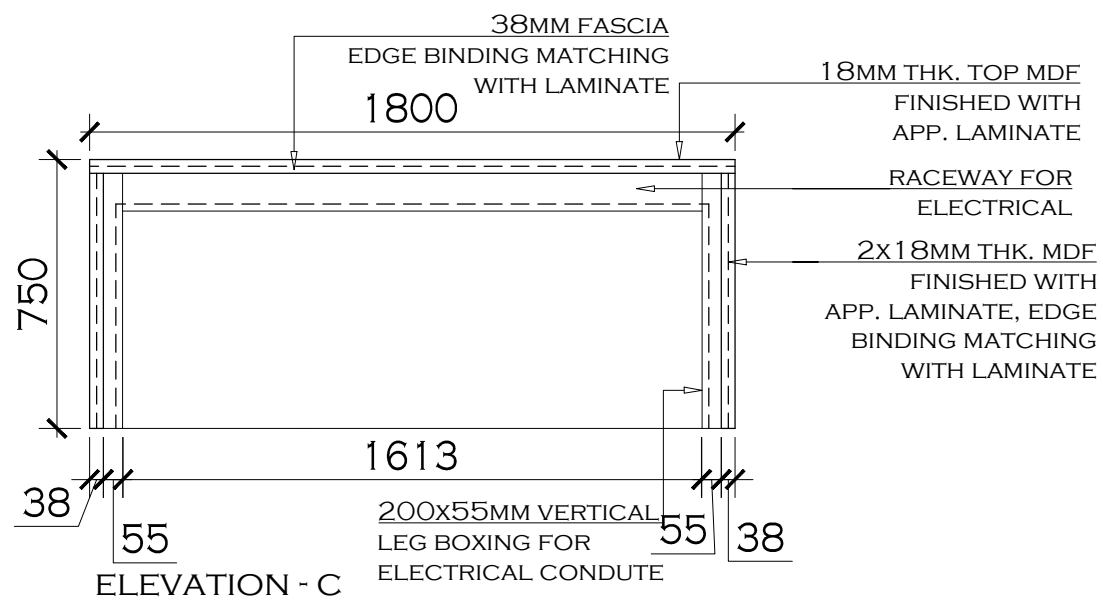
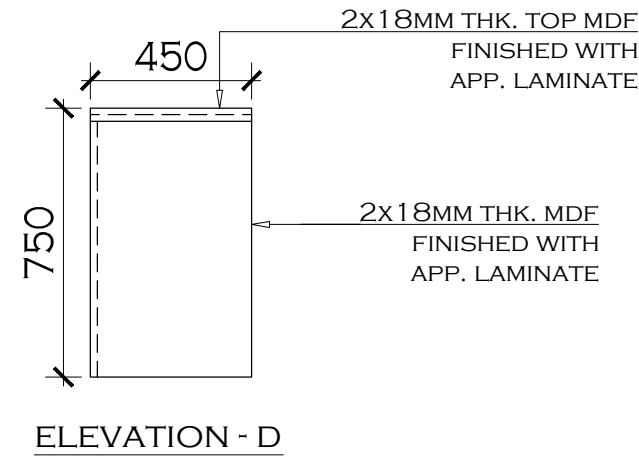
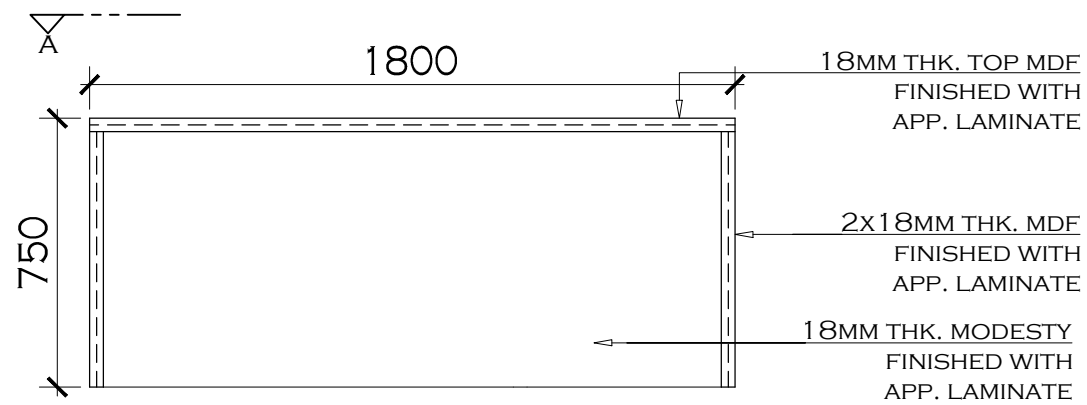
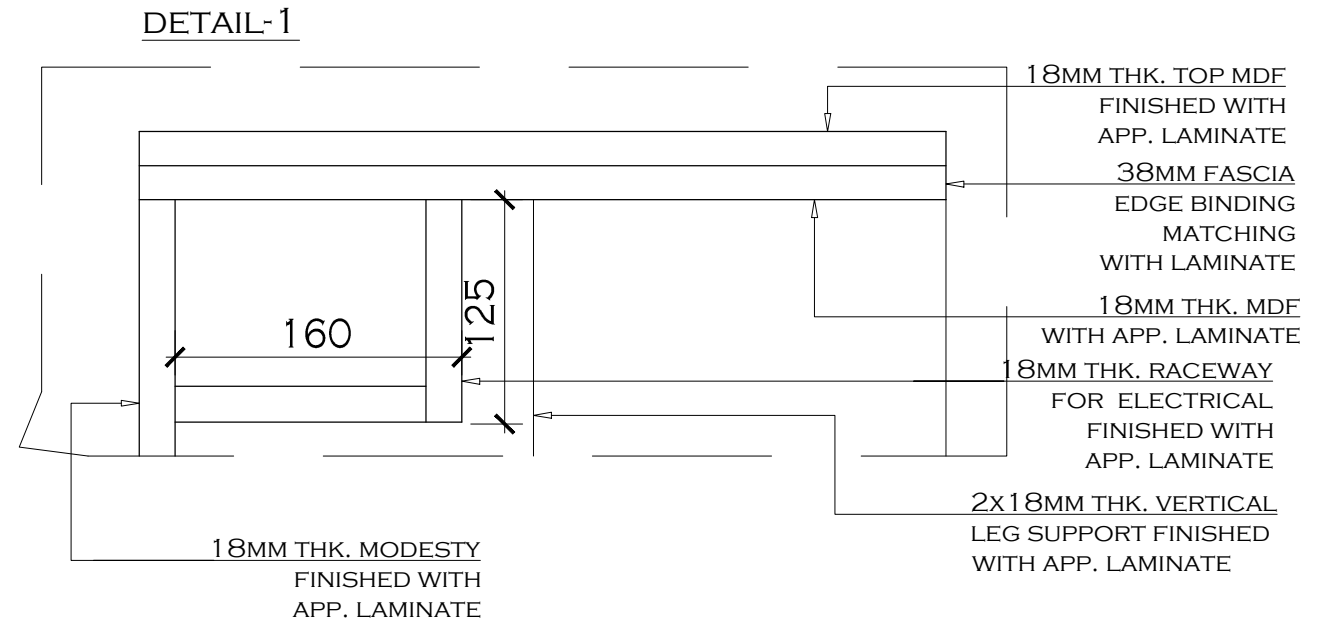
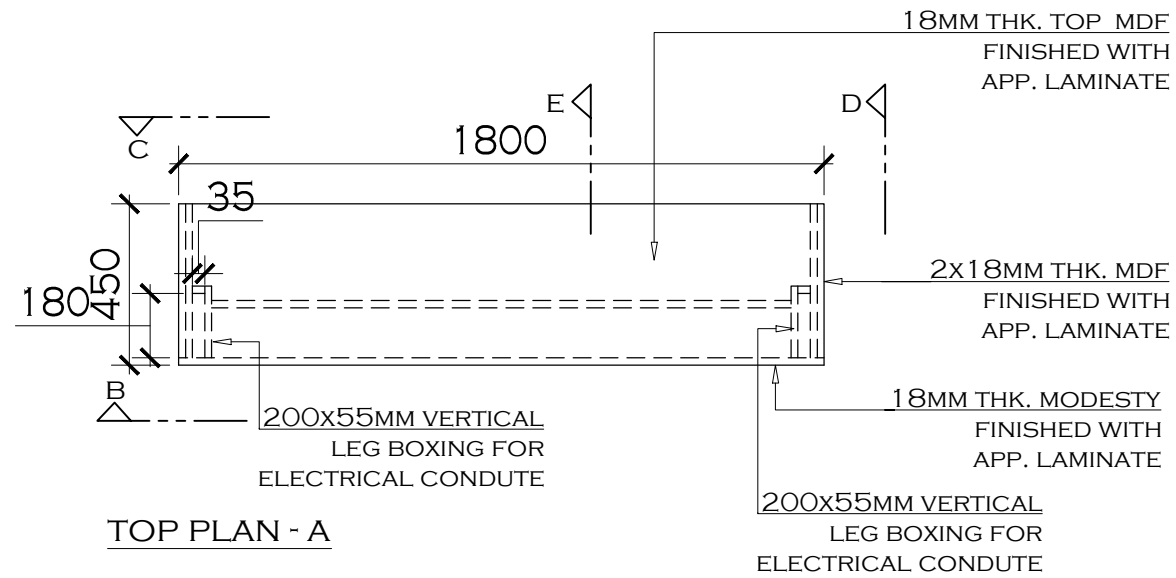


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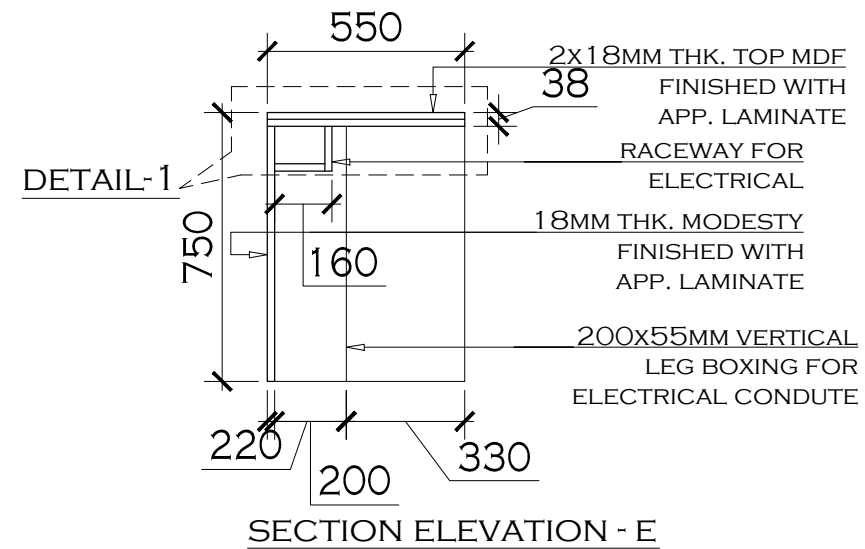
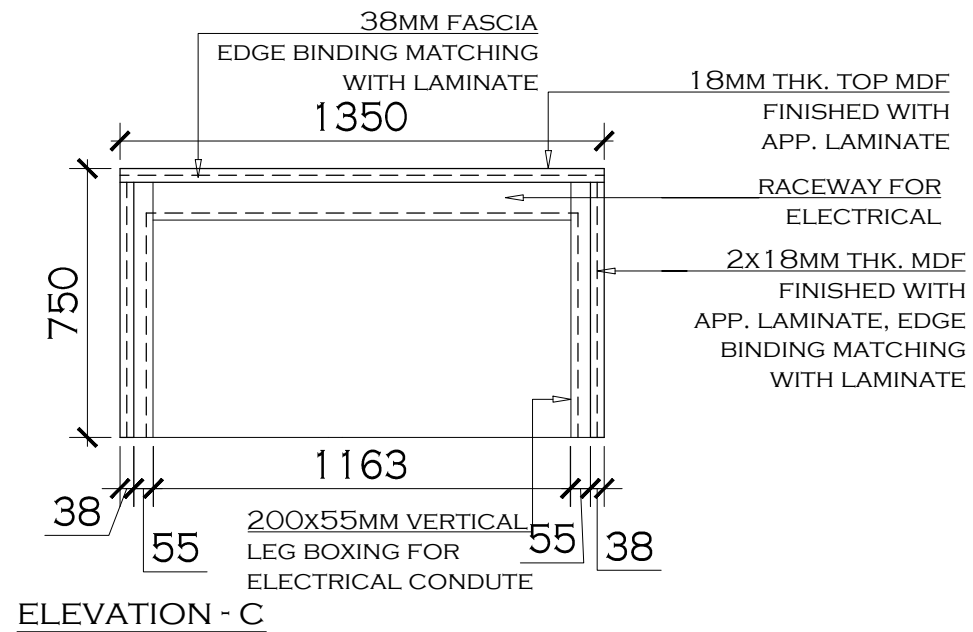
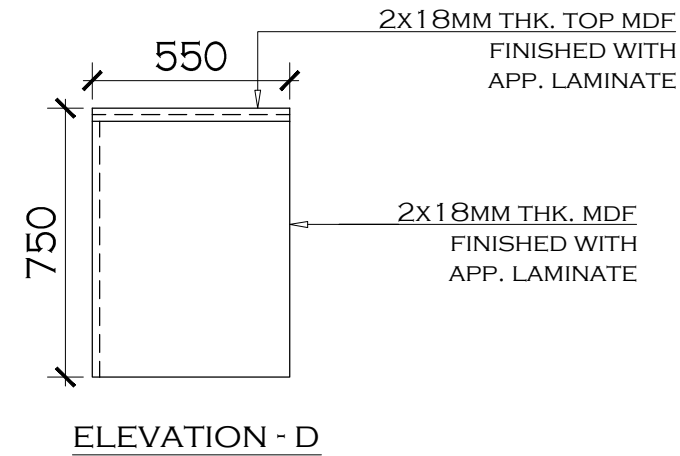
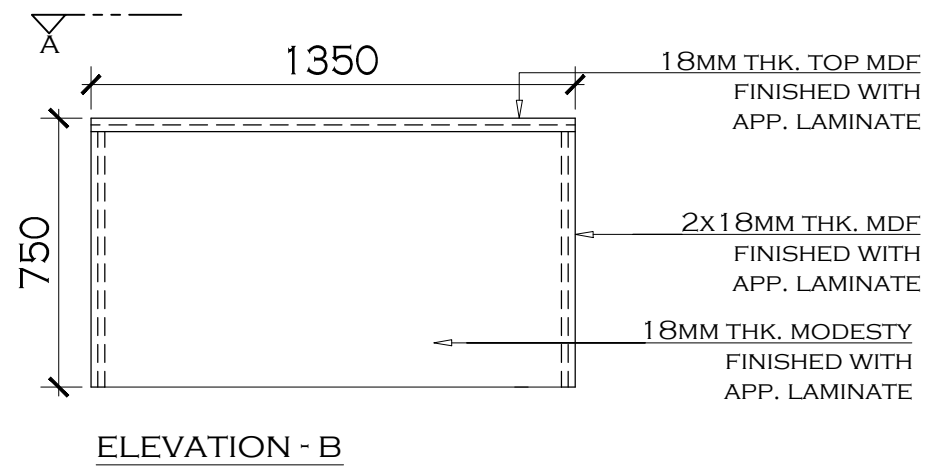
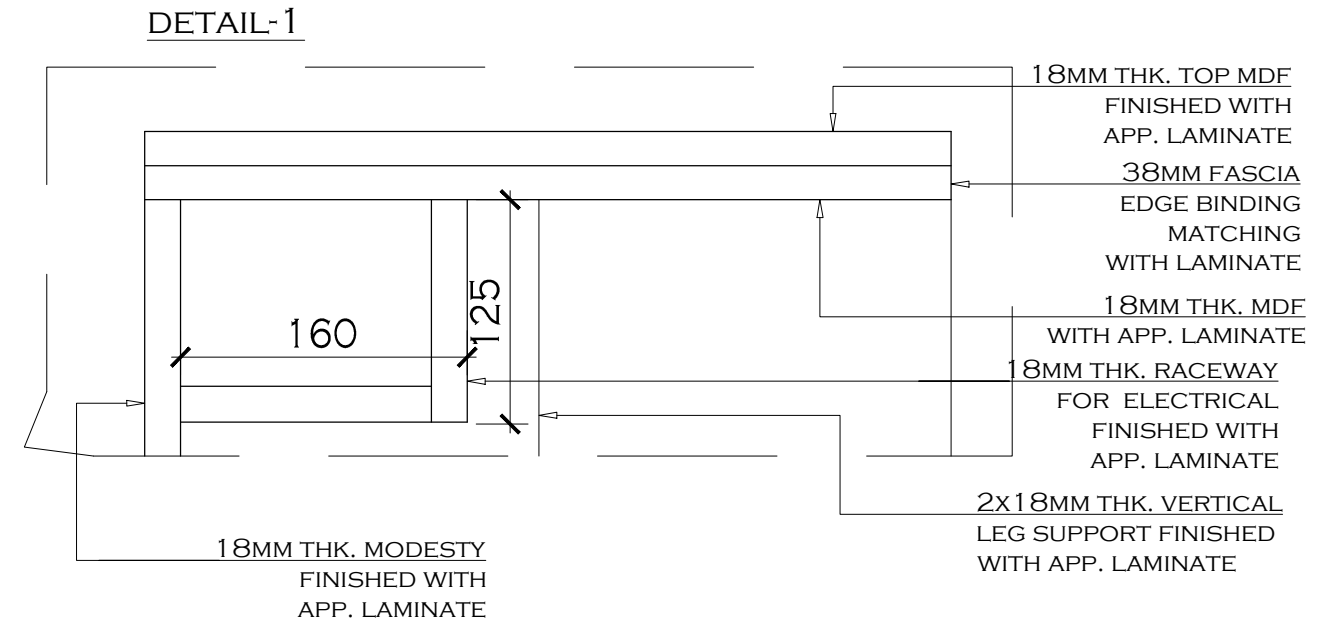
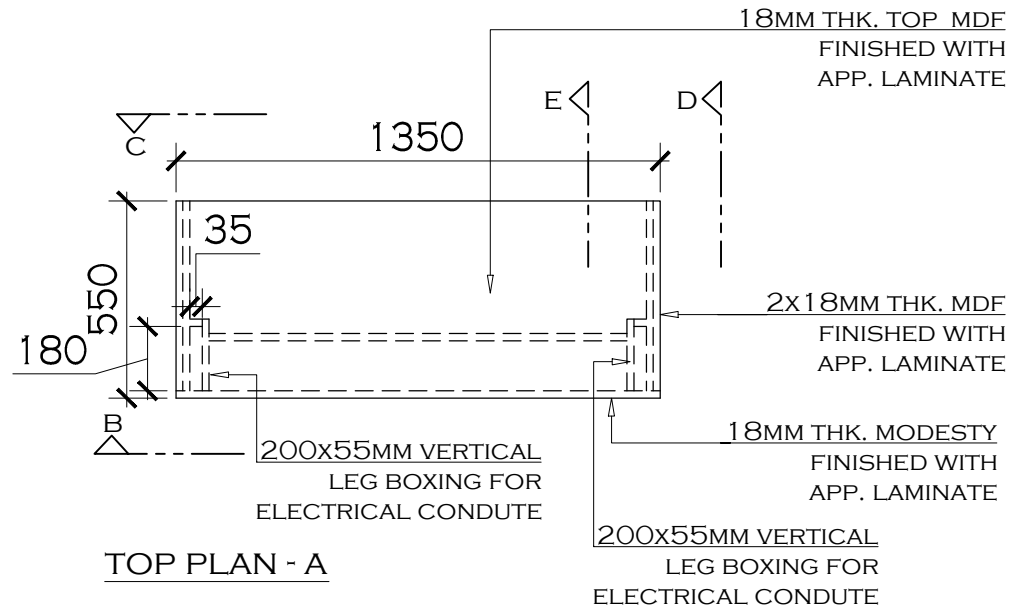
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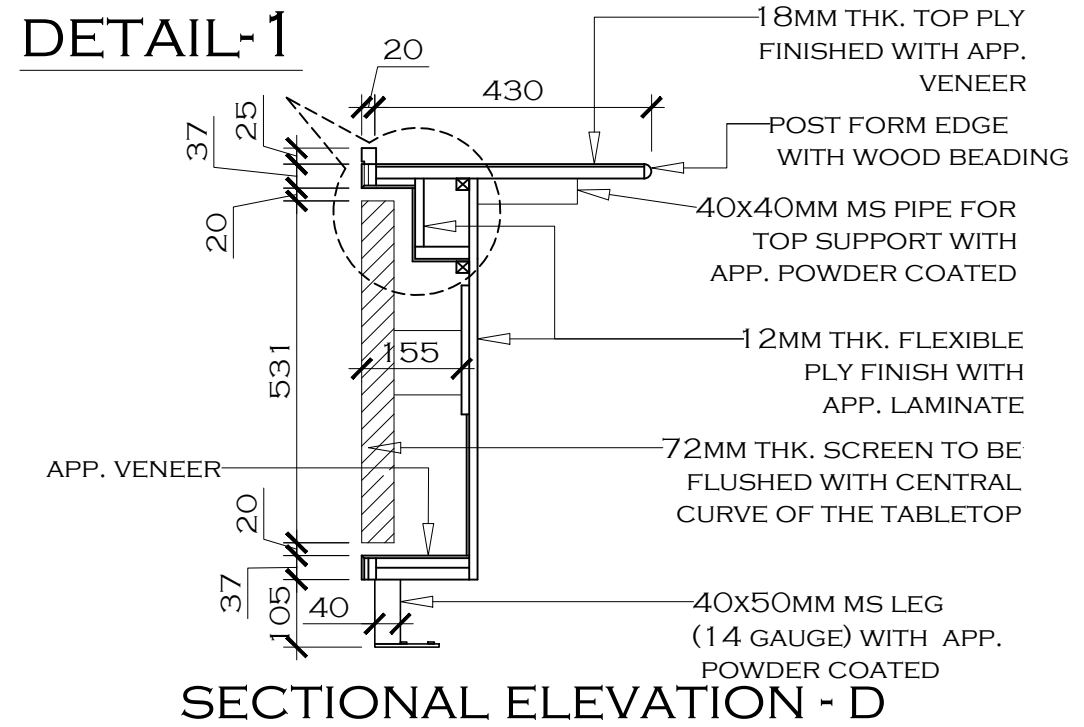
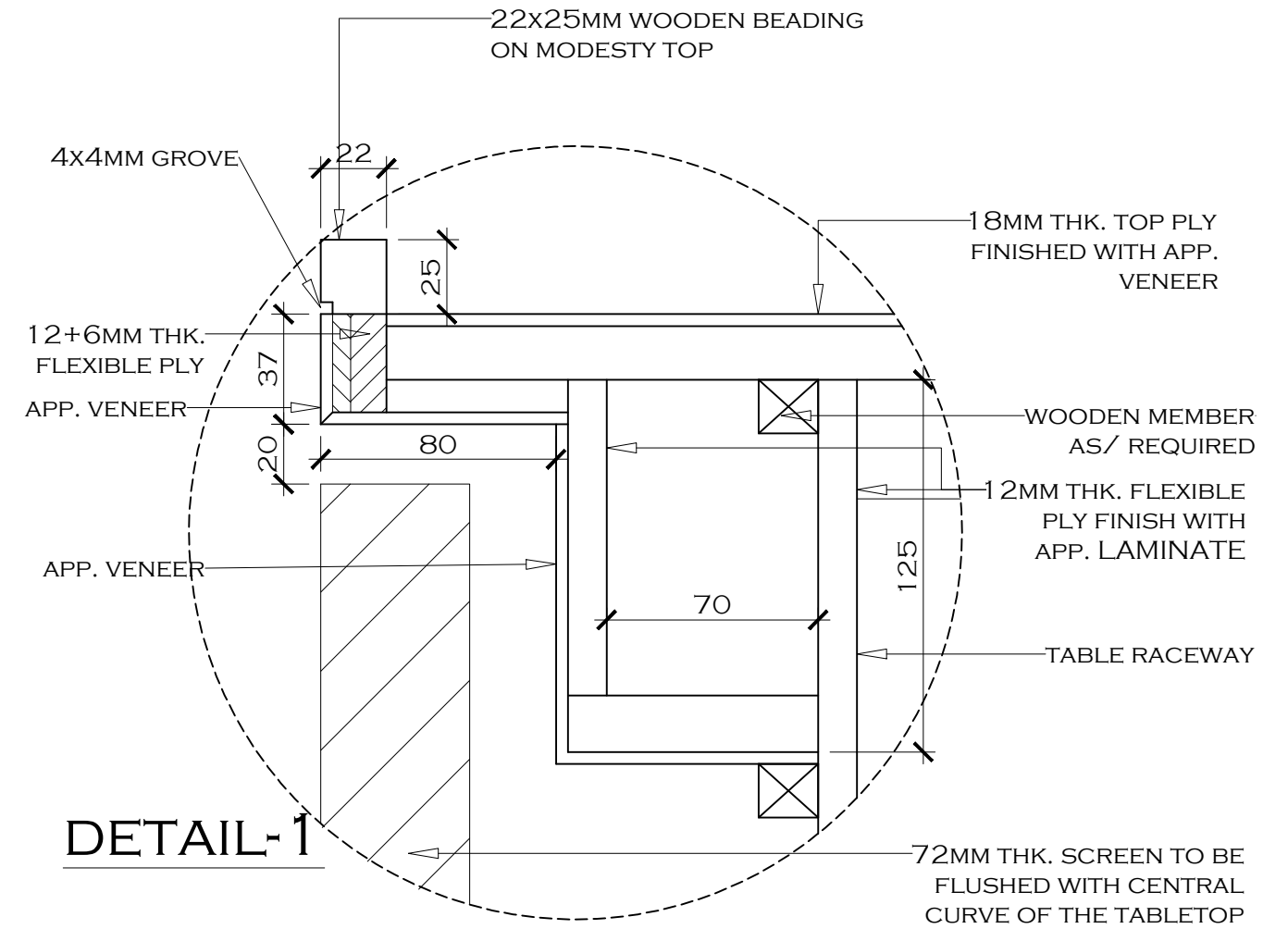
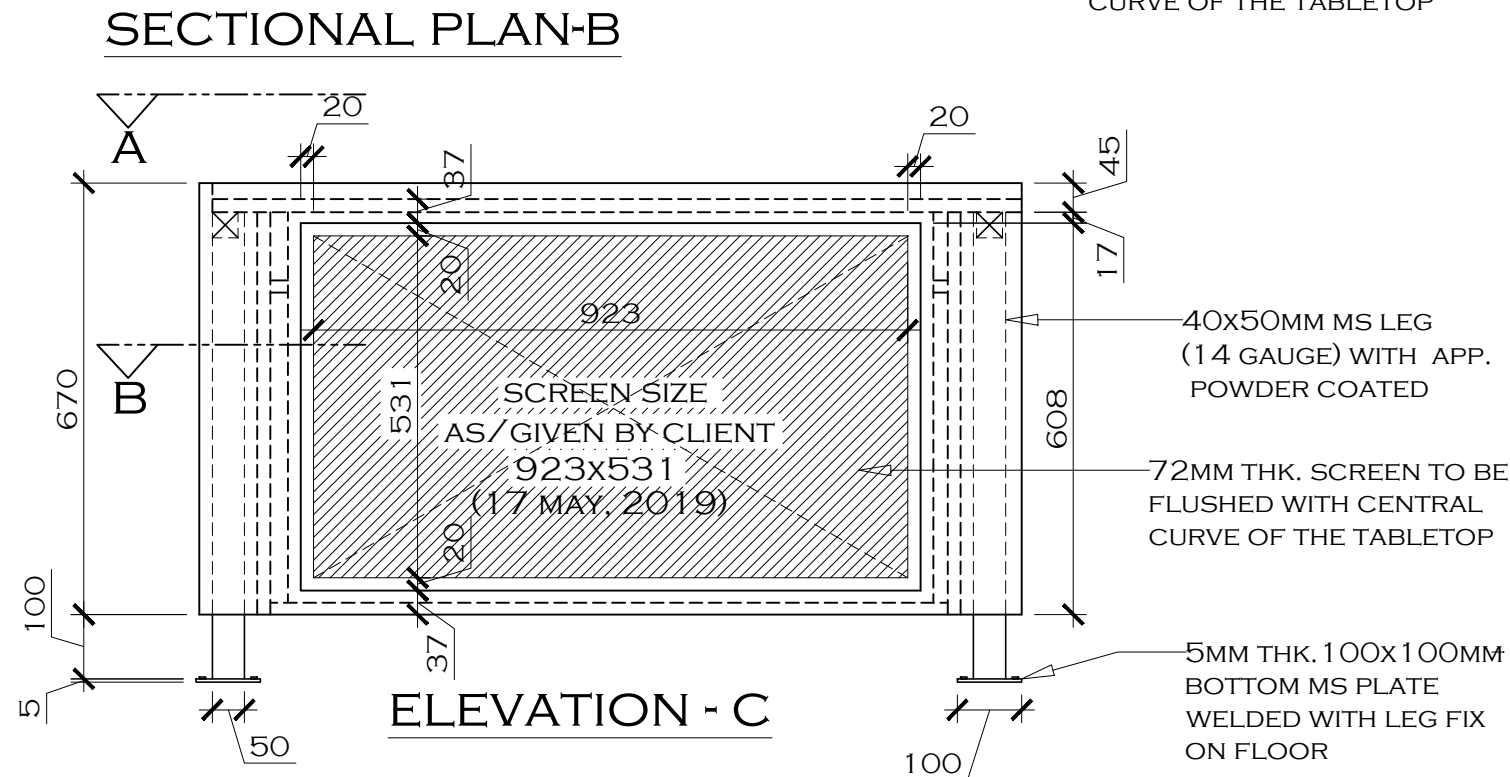
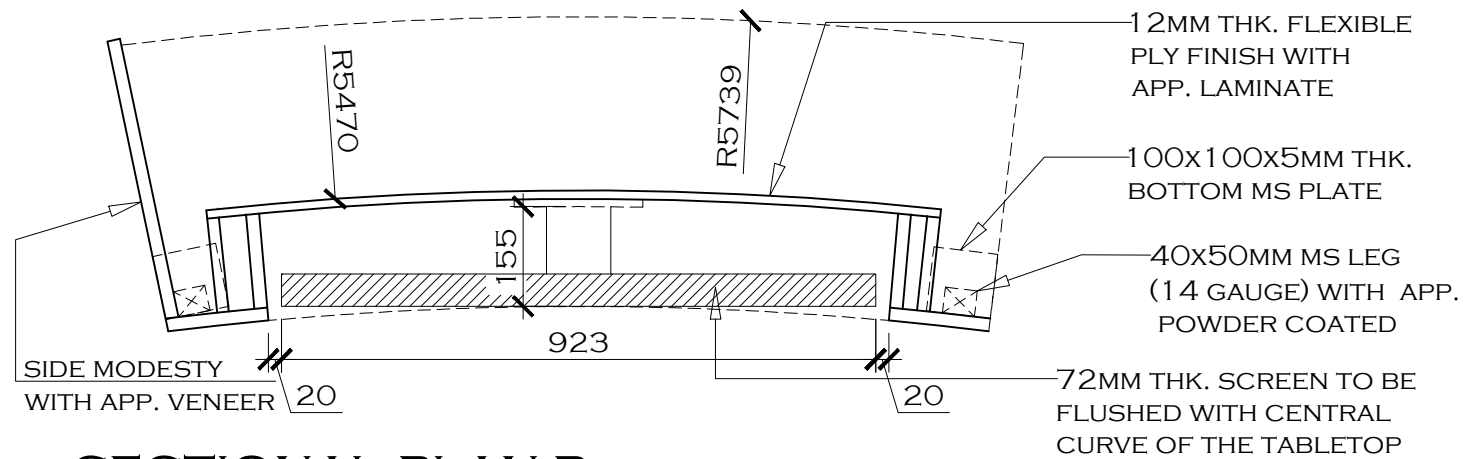
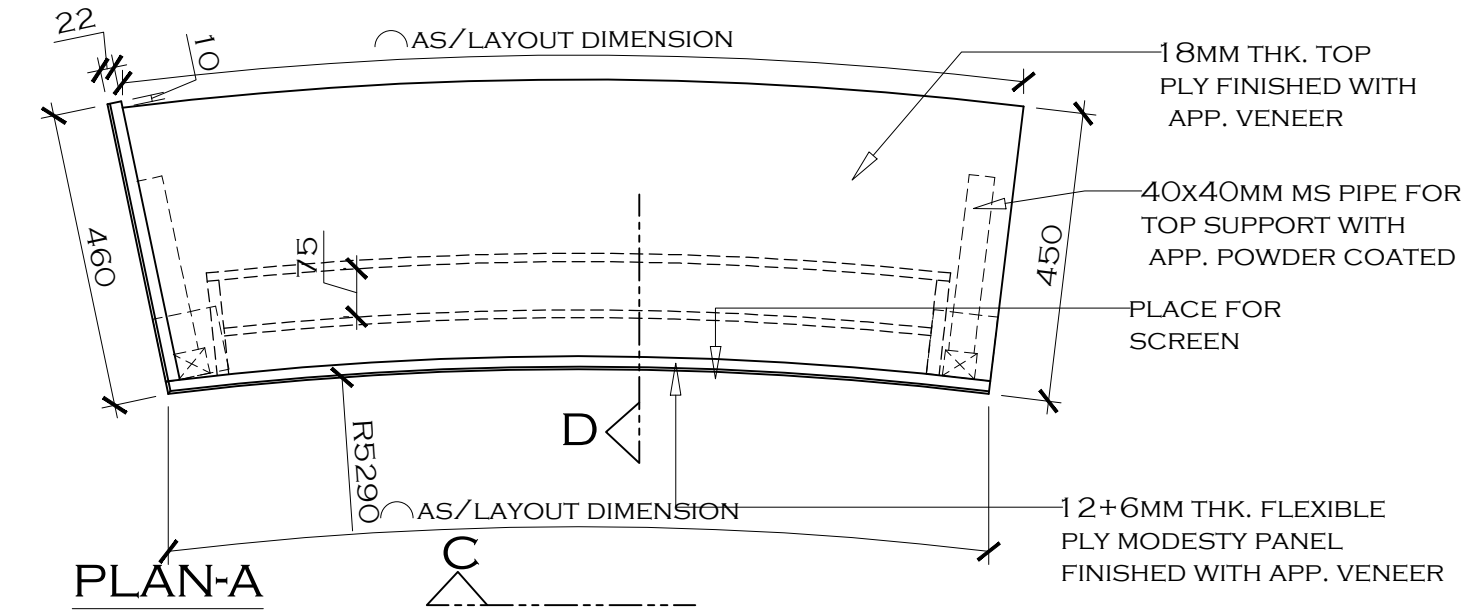
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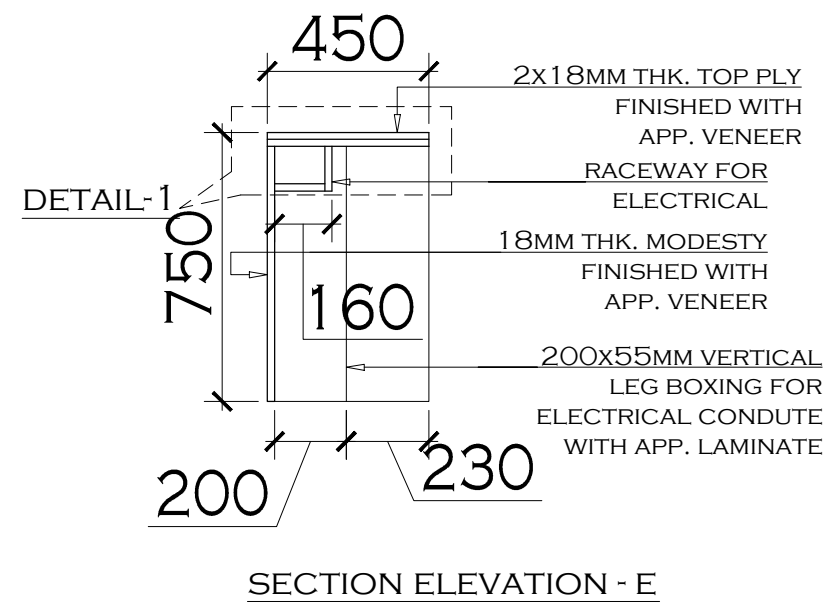
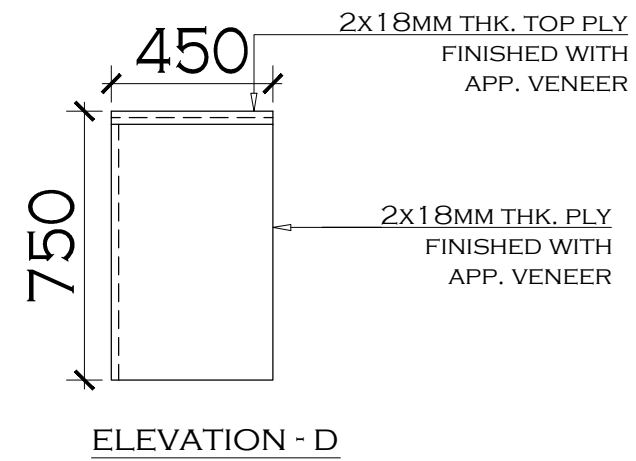
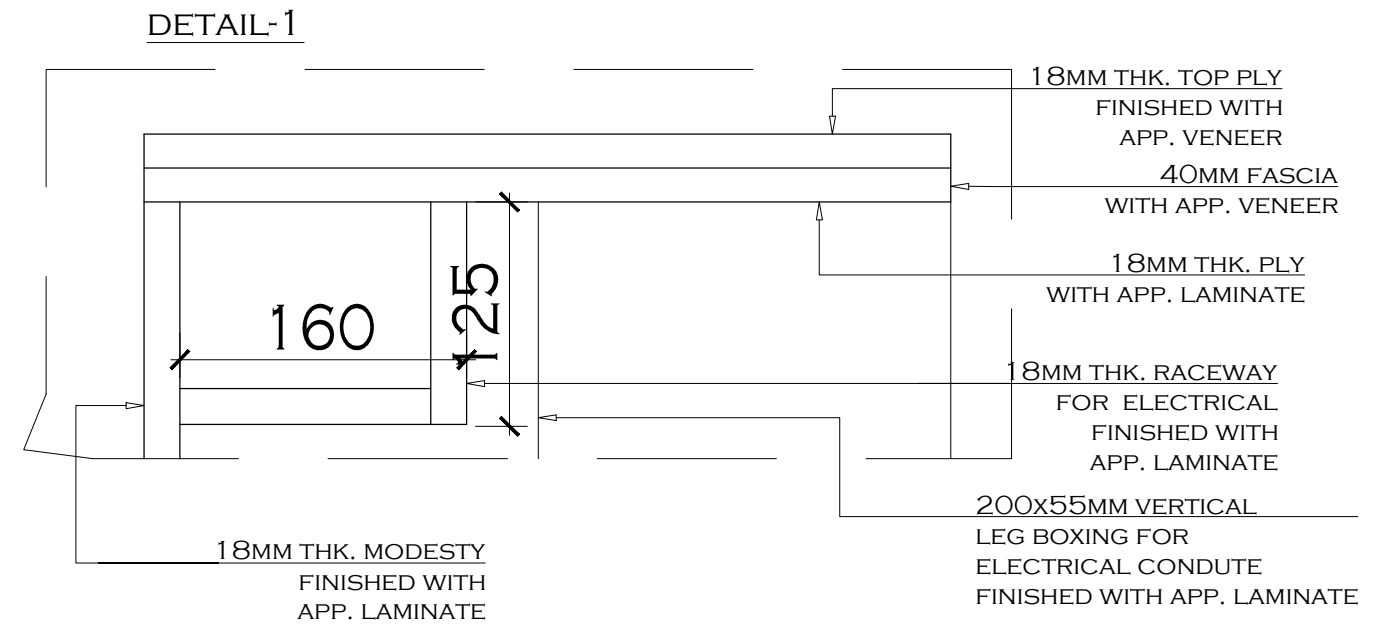
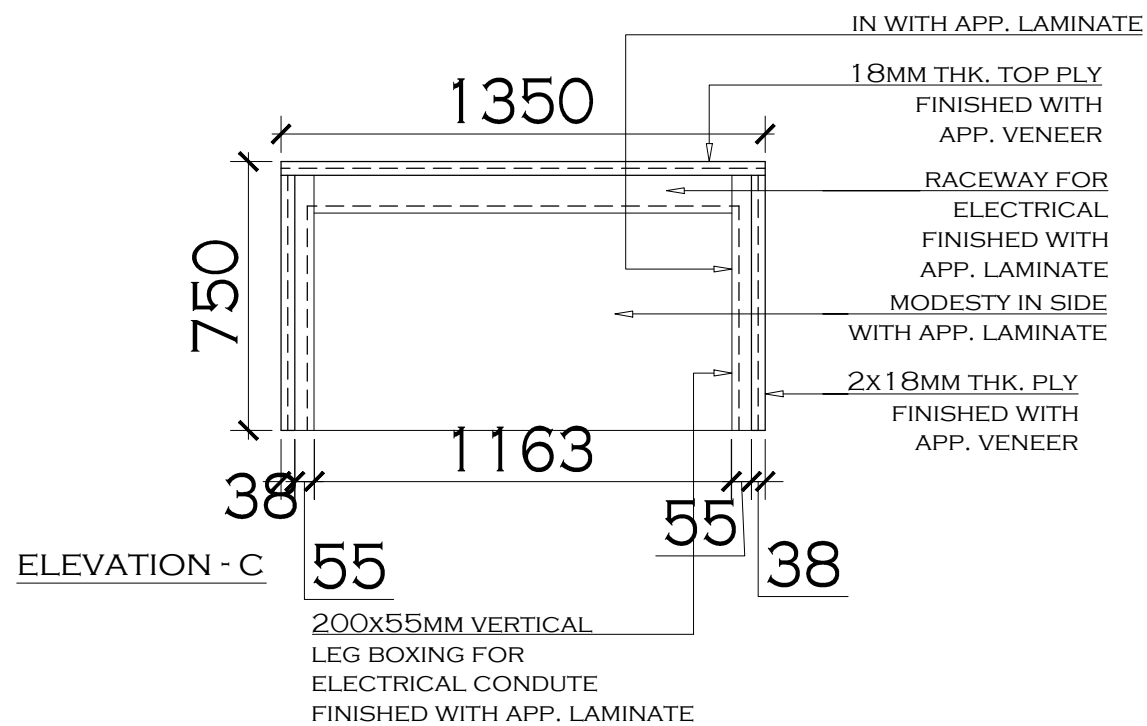
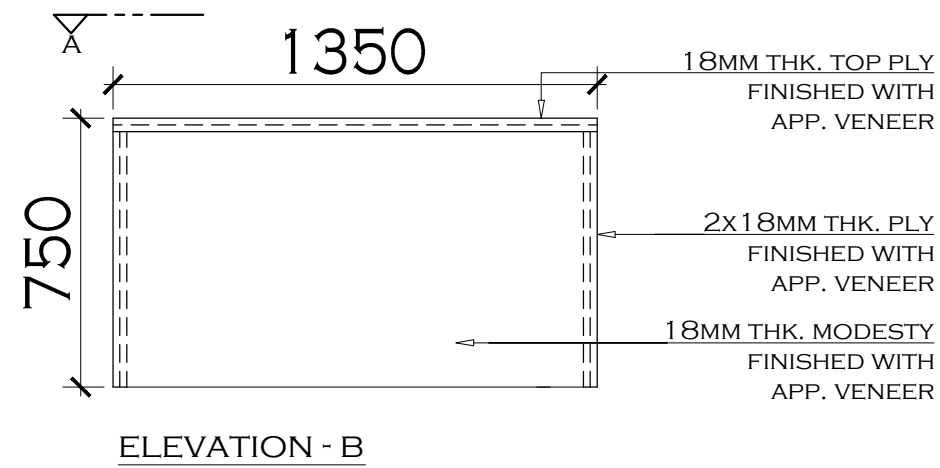
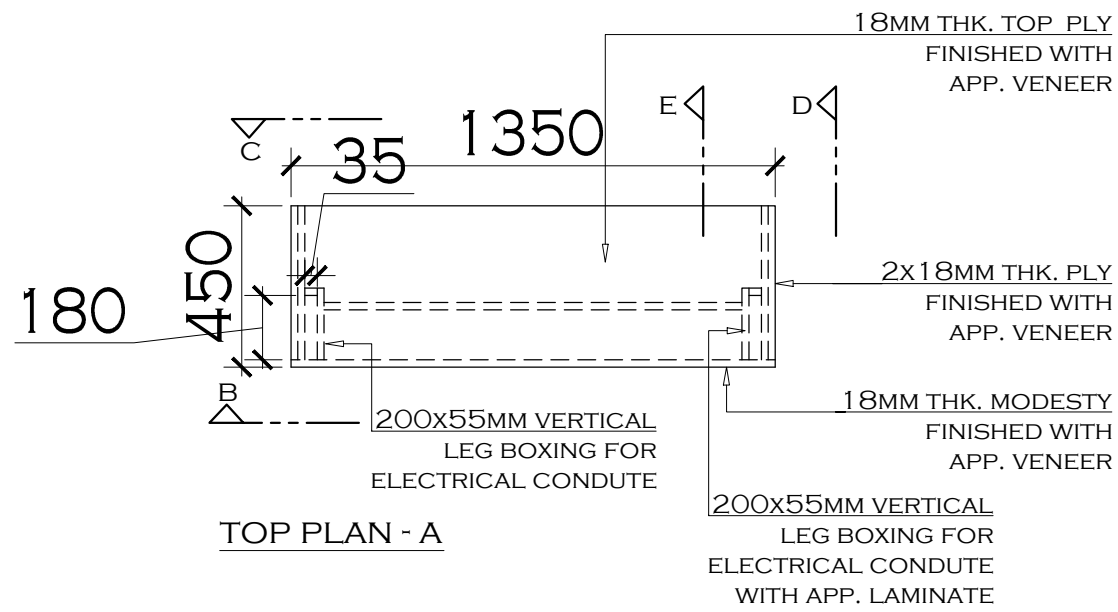
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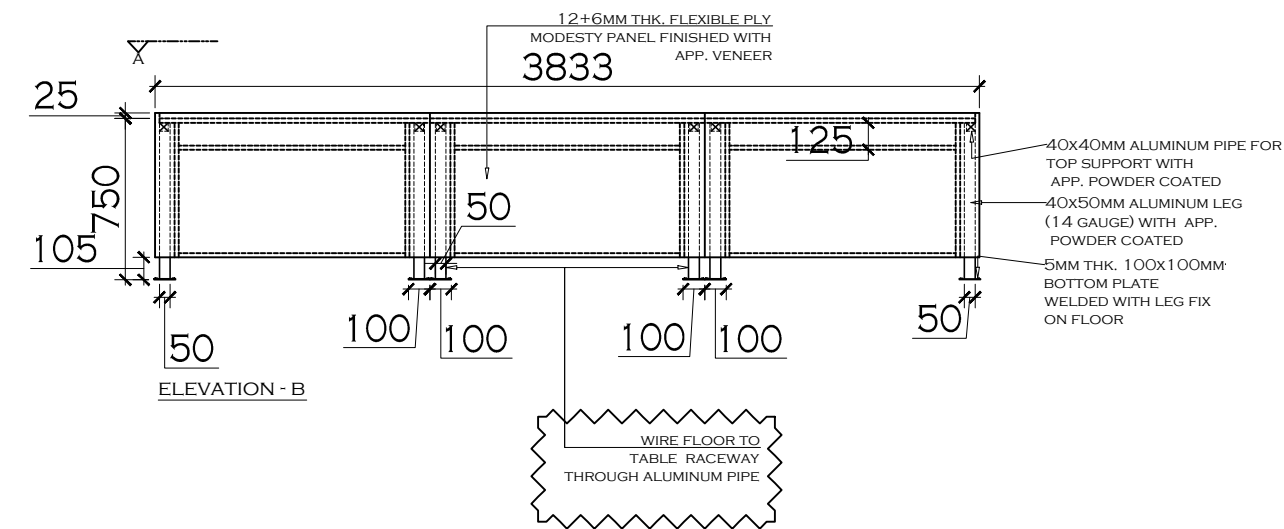
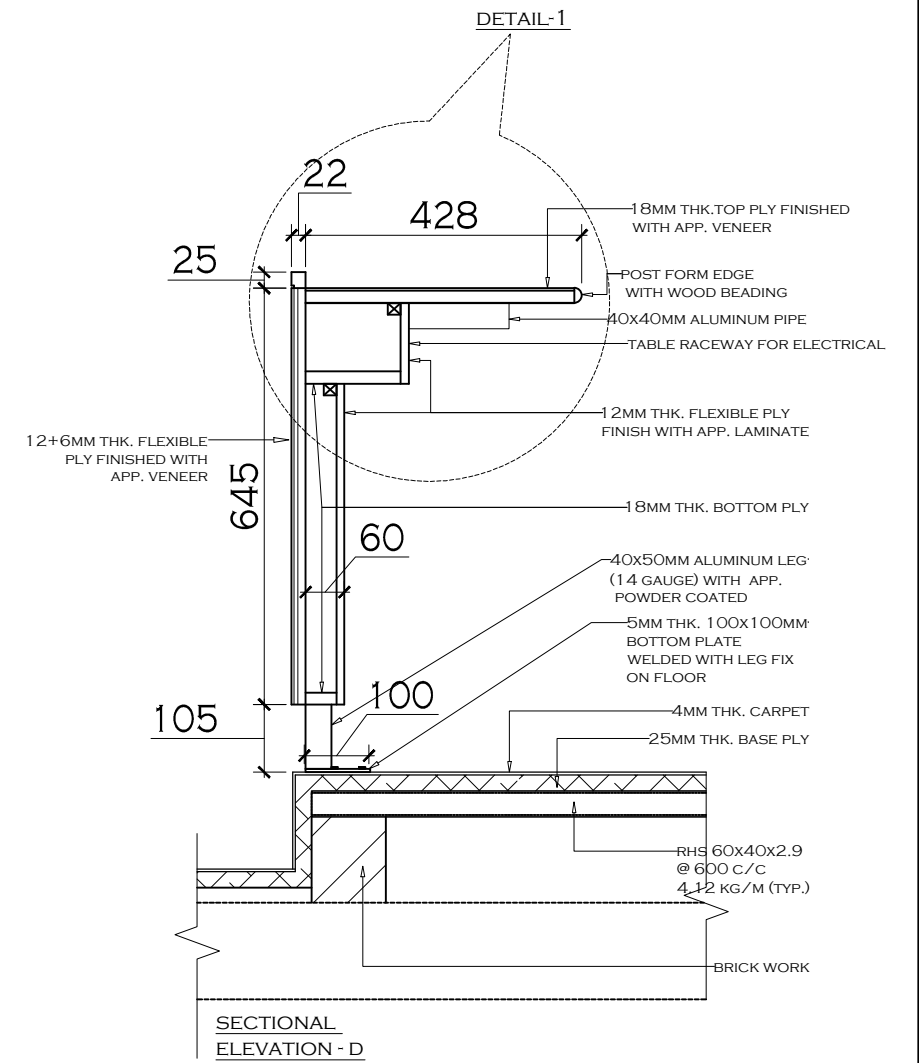
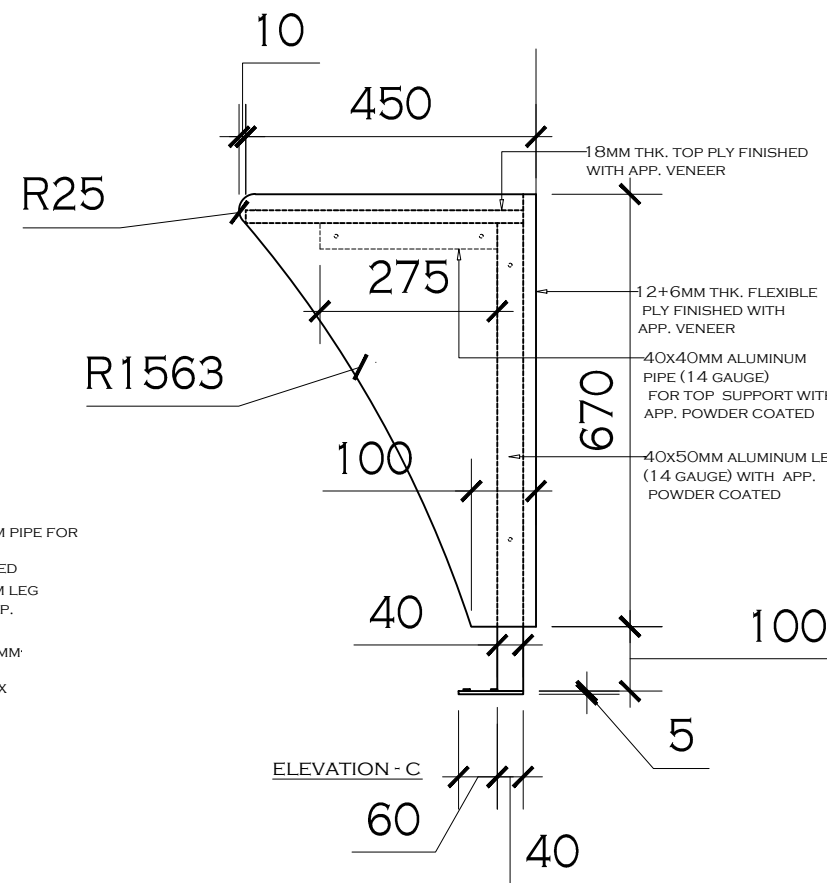
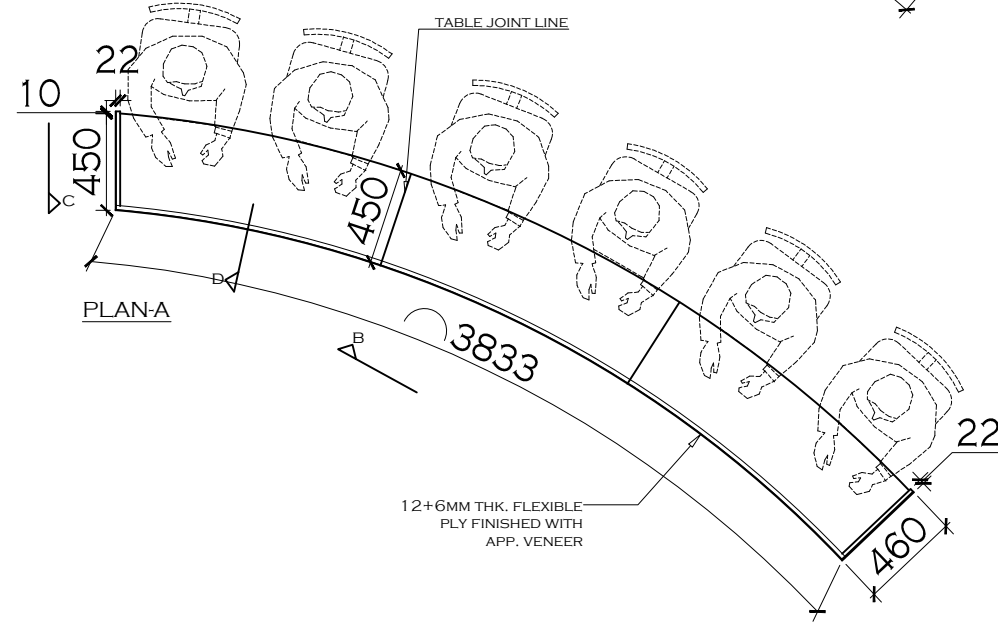
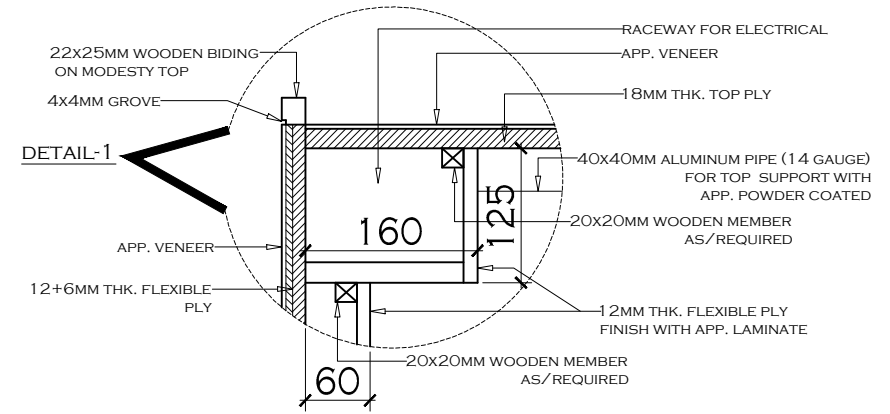
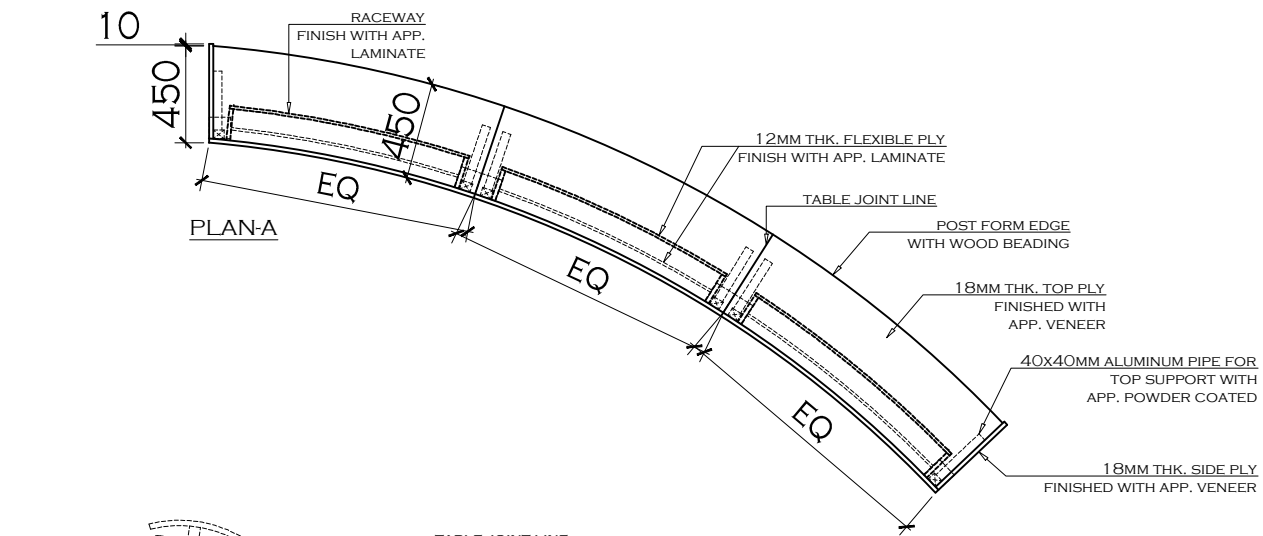


L.C. VERMAN FRONT TABLE



LAL C. VERMAN 2 - SEATER TABLE :- 02 NOS.





REFERENCE DRAWINGS	NO.	NOTES	NO.	NOTES	NO.	REVISIONS	DATE	BY	NO.	REVISIONS	DATE	BY

RENOVATION OF B.I.S. DELHI GROUND FLOOR, MANAK BHAWAN
L.C.VERMAN SEMINAR HALL
FURNITURE LAYOUT & FIXING PLAN

K KOTHARI & ASSOCIATES
ARCHITECTS, ENGINEERS & TOWN PLANNERS
6,SRF FORT ROAD, NEW DELHI-110049
PH: NO.-011-26237720 / 36003, E-MAIL: KOTHARI@PSNL.COM

JOB NO	
DATE	JAN 2019
SCALE	NTS
DRAWING NO.	REV.
BIS/LCV/FUR/02	02

Item Rate BoQ

Tender Inviting Authority: HEAD PMWD BIS

Name of Work: SUPPLY & INSTALLATION OF TABLES FOR LAL C VERMAN & AUDITORIUM AT MANAK BHAVAN BUILDING OF BIS HQS, NEW DELHI

Contract No: PM/98/T

Name of the Bidder/ Bidding Firm / Company :							
PRICE SCHEDULE							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	13	53	55
1	FURNITURE FOR LAL C VERMAN & AUDITORIUM	itemcode1					
1.01	Providing & Fixing of Table for Lal C verman made out of Aluminium powder coated frame work as per drawing in 40mm x 40mm x 2.85mm tubular sections clad with 12mm + 6mm th. Flexible BWR plyboard in front finished with approved laminate. 12mm th. BWR flexible plyboard fixed from inside and 18mm th BWR plyboard fixed on top. All exposed surfaces finished with approved 4mm thick veneer & inside surfaces should have approved 1.0 mm thick laminate All exposed edges should be postforming. Cost will include all necessary hardware fittings, cable manager cutting for fixing electrical popup box to complete the table. size Two Seater (1400mm x 450mm x 750mm (Ground Floor)	itemcode2	20.00	Nos		0.00	INR Zero Only
1.02	Providing & Fixing of Table for Lal C verman made out of Aluminium powder coated frame work as per drawing in 40mm x 40mm x 2.85mm tubular sections clad with 12mm + 6mm th. Flexible BWR plyboard in front finished with approved laminate. 12mm th. BWR flexible plyboard fixed from inside and 18mm th BWR plyboard fixed on top. All exposed surfaces finished with approved 4mm thick veneer & inside surfaces should have approved 1.0 mm thick laminate All exposed edges should be postforming. Cost will include all necessary hardware fittings, cable manager cutting for fixing electrical popup box to complete the table. size Two Seater (1400mm x 450mm x 750mm (Ground Floor) (With provision of TV screen)	itemcode3	2.00	Nos		0.00	INR Zero Only
1.03	Providing & Fixing of Table for Lal C Verman made out of Aluminium powder coated frame work as per drawing in 40mm x 40mm x 2.85mm tubular sections clad with 12mm + 6mm th. Flexible BWR plyboard in front finished with approved laminate. 12mm th. BWR flexible plyboard fixed from inside and 18mm th BWR plyboard fixed on top. All exposed surfaces finished with approved 4mm thick veneer & inside surfaces should have approved 1.0 mm thick laminate. All exposed edges should be postforming. Cost will include all necessary hardware fittings, cable manager cutting for fixing electrical popup box to complete the table. Three Seator of size (2050mm x 450mm x 750mm (Ground Floor)	itemcode4	6.00	Nos		0.00	INR Zero Only

1.04	Supplying and placing in Position Lal C verman straight table for stage from a Greenguard Certified Company having ISO-9001, ISO-140001 and ISO-18001 Certificates. Table top shall be 25 mm thick MDF board exterior garde(Grade-I) IS:14587:1998 Clad with 4 mm thick approved veneer and 1 mm thick backing laminate (.Flat edge Duly sealed with 2 mm thick PVC beading.The modesty shall be 18 mm thick MDF board. MDF board exterior garde(Grade-I) IS:14587:1998 Clad with 1.0 mm thick approved laminate on both sides. Edge Sealed with 2 mm thick PVC beading. Cost will include all necessary hardware fittings, cable manager cutting for fixing electrical popup box to complete the table.(Two Seater table L 1350mm x D450mm x H750mm)	itemcode5	2.00	Nos		0.00	INR Zero Only
1.05	Supplying and placing in Position auditorium table from a Greenguard Certified Company having ISO-9001, ISO-140001 and ISO-18001 Certificates. Table top shall be 25 mm thick MDF board exterior garde(Grade-I) IS:14587:1998 Clad with 1.0 mm thick laminate and 1 mm thick backing laminate (.Flat edge Duly sealed with 2 mm thick PVC beading.The modesty shall be 18 mm thick MDF board. MDF board exterior garde(Grade-I) IS:14587:1998 Clad with 1.0 mm thick approved laminate on both sides. Edge Sealed with 2 mm thick PVC beading. Cost will include all necessary hardware fittings, cable manager cutting for fixing electrical popup box to complete the table.(Four Seater table L 2400mm x D450mm x H750mm)	itemcode6	7.00	Nos		0.00	INR Zero Only
1.06	Supplying and placing in Position auditorium table from a Greenguard Certified Company having ISO-9001, ISO-140001 and ISO-18001 Certificates. Table top shall be 25 mm thick MDF board exterior garde(Grade-I) IS:14587:1998 Clad with 1.0 mm thick laminate and 1 mm thick backing laminate (.Flat edge Duly sealed with 2 mm thick PVC beading.The modesty shall be 18 mm thick MDF board. MDF board exterior garde(Grade-I) IS:14587:1998 Clad with 1.0 mm thick approved laminate on both sides. Edge Sealed with 2 mm thick PVC beading. Cost will include all necessary hardware fittings, cable manager cutting for fixing electrical popup box to complete the table.(Three Seater table L1800mm x D450mm x H750mm)	itemcode7	15.00	Nos		0.00	INR Zero Only
1.07	Supplying and placing in Position auditorium table from a Greenguard Certified Company having ISO-9001, ISO-140001 and ISO-18001 Certificates. Table top shall be 25 mm thick MDF board exterior garde(Grade-I) IS:14587:1998 Clad with 1.0 mm thick laminate and 1 mm thick backing laminate (.Flat edge Duly sealed with 2 mm thick PVC beading.The modesty shall be 18 mm thick MDF board. MDF board exterior garde(Grade-I) IS:14587:1998 Clad with 1.0 mm thick approved laminate on both sides. Edge Sealed with 2 mm thick PVC beading. Cost will include all necessary hardware fittings, cable manager cutting for fixing electrical popup box to complete the table.(Three Seater table L1800mm x D450mm x H750mm) (With provision of TV screen)	itemcode8	2.00	Nos		0.00	INR Zero Only
1.08	Supplying and placing in Position auditorium table from a Greenguard Certified Company having ISO-9001, ISO-140001 and ISO-18001 Certificates. Table top shall be 25 mm thick MDF board exterior garde(Grade-I) IS:14587:1998 Clad with 1.0 mm thick laminate and 1 mm thick backing laminate (.Flat edge Duly sealed with 2 mm thick PVC beading.The modesty shall be 18 mm thick MDF board. MDF board exterior garde(Grade-I) IS:14587:1998 Clad with 1.0 mm thick approved laminate on both sides. Edge Sealed with 2 mm thick PVC beading. Cost will include all necessary hardware fittings, cable manager cutting for fixing electrical popup box to complete the table.(Two Seater table L1350mm x D550mm x H750mm) (For Dice)	itemcode9	2.00	Nos		0.00	INR Zero Only
Total in Figures						0.00	Zero Only
Quoted Rate in Words						INR Zero Only	