

**WEST BENGAL BIOTECH DEVELOPMENT CORPORATION LTD.  
(WBBDCL)**

**INTERIOR DECORATION & OTHER ALLIED WORKS FOR SETTING UP NEW OFFICE  
FOR WBBDCL AT EN-24, SECTOR-V, SALT LAKE, KOLKATA-91**

**Tender Document Consisting of:  
NIT, Instruction to the Tenderers, Form of Tender, Articles of  
Agreement, General Conditions of Contract, Technical  
Drawings, Technical Specification and Schedule of Quantities  
for  
INTERIOR DECORATION & OTHER ALLIED WORKS**

**NOVEMBER 2011**

**WBBDCL****(WEST BENGAL BIOTECH DEVELOPMENT CORPORATION LIMITED)****NIT NO.: 286-WBBDC/7M-7/11****Dt:31.10.2011**

Sealed Tenders are invited from reputed contractors for the following:

- |   |  |   |  |
|---|--|---|--|
| 1 | Name of Work                                 | : | Interior Decoration & other allied works for Setting up of new office for WBBDCL at 2 <sup>nd</sup> and 3rd floor , EN-24, Sec-V, Salt Lake, Kol-91. |
| 2 | Estimated cost & Time allowed for completion | : | Rs.35 Lakh. (approx.)<br>30 (Thirty) days from the date of order.  |
| 3 | Earnest Money Deposit                        | : | Rs.30,000/-  |

**Managing Director, WBBDCL**

**WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT CORPORATION LIMITED**  
**(WEBEL)**

**Notice Inviting Tender**

**NIT NO.:**

**Dt:**

WBBDCL invites sealed tenders from the contractors for the Interior Decoration Works & Other Allied Works for Setting up new office for WBBDCL at 2<sup>nd</sup> and 3<sup>rd</sup> Floor, Sector-V, Salt Lake, Kolkata- 700091. Details of tender are as under:

1. Name of Work : Interior Decoration & other allied works for Setting up of new office for WBBDCL at 2<sup>nd</sup> and 3<sup>rd</sup> floor , EN-24, Sec-V, Salt Lake, Kolkata-91.
2. Estimated cost & Time allowed for completion : 35 Lakh. (approx.)  
30 (Thirty) days from the date of order.
3. Earnest Money Deposit : Rs.30,000 (Rupees Thirty Thousand)) only in form of Demand Draft/Pay Order drawing in favour of West Bengal Biotech Development Corporation Limited.
4. Security Deposit : As per Clause No. 6.1 of Instructions to the Tenderers.
5. Performance Guarantee Bond: As per Clause No. 36 of General Conditions of contract.
6. Availability of tender document: Tender documents will be available at the official website of WBBDCL, <http://www.biotechbengal.gov.in> on and from **01.11.2011. The agencies have to download the same from the website.**
7. The contractors should have the following credentials:
  - Executing similar interior decoration/allied interior work within office building premises in **a single project, of minimum value Rs. 35 Lakh** or **two projects with each of value minimum Rs. 20 Lakh**, under Govt., Semi-Govt., PSU or reputed private companies during last 5 years.
  - Having statutory documents like VAT, Service Tax registration, PAN, PF, ESI etc.
8. Date and time of Pre-bid Meeting (if needed): Not Applicable
9. Last date and time of receipt of tenders : **Up to 12.30 P.M on 08.11.2011**
10. Address at which the tenders are to be submitted : WBBDCL, 4 Camac Street, 2<sup>nd</sup> Floor,

Kolkata- 700016

12. Date, time of Opening of Cover-I : 1.00 pm onwards on 08.11.2011
13. Date, time and Place of Cover-II : 2.00 pm onwards on 08.11.2011
14. Place of Opening of Tender : WBBDCL office at 4, Camac Street (2<sup>nd</sup> Floor).
15. Defects Liability Period : 12 months from the date of virtual completion of work.
16. Validity of offer : For a period of 180 days from the date of opening of tender.
17. Liquidated Damages : As per Cl. 10 of Instructions to the Tenderers.

18. Cover-I : Forwarding letter, Signed-sealed copies of all aforesaid credential and statutory documents, Record Notes of Pre-bid meeting duly signed and stamped, the earnest money in required form.

Cover-II: Shall contain the offered price with the full Tender Document duly filled, **in duplicate** (one Xerox copy of the original Tender Document including blank SOQ has to be made, to be filled in hand and submitted). **All pages of the Tender Document, including the duplicate copy, should have original signature with official seal of the tenderer.**

19. Cover-I will be opened **on 08.11.2011 from 1.00 P.M onwards** in presence of WBBDCL officials for only those Tenderers who will submit cost of Tender Document as above.

**After examining the Cover-I of the tender, WBBDCL will open the Cover-II as per scheduled date and time of only those eligible tenderers who have satisfied the requirements of Cover-I.**

Delays in submission of any part arising out of the postal irregularities/or any other at any stage will not be considered. Also WBBDCL will not be responsible for damage in transit in case of Postal Delivery.

## INSTRUCTIONS TO THE TENDERERS

### 1.0 Scope of Work

Sealed Tenders are invited by West Bengal Biotech Development Corporation Limited (WBBDCL) for Interior Decoration & Other Allied Works for Setting up new office for WBBDCL at 2<sup>nd</sup> and 3rd Floor, Sector-V, Salt Lake, Kolkata- 700091.

### 1.1 Site and Location

The proposed work is to be carried out at 2<sup>nd</sup> and 3<sup>rd</sup> floor, EN-24, Sec-V, Salt Lake, Kolkata-700091.

## 2.0 **Tender Documents**

- 2.1 The work has to be carried out strictly according to the conditions stipulated in tender consisting the following documents and display the best workmanship:

Instructions to Tenderers

General Conditions of Contract

Special Conditions of Contract

Additional Specifications

Schedule of Quantities

Drawing

- 2.2 Complete set of one tender document including relative drawings can be downloaded from the official website of WBDCL, <http://www.biotechbengal.gov.in> as per schedule mentioned in the NIT.

- 2.3 The tender documents are not transferable.

## 3.0 **Site Visit**

- 3.1 The tenderer must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The Tenderer is requested to satisfy himself regarding the availability of water, power, transport and communication facilities, the character, quality and quantity of the materials, labour, the law and order situation, climatic conditions, local authorities requirement, traffic regulations etc;

The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

## 4.0 **Earnest Money**

- 4.1 The tenderers are requested to submit the Earnest Money of Rs.30,000/- (Rupees Thirty Thousand) only In the form of Bank Draft/Pay Order in favour of West Bengal Biotech Development Corporation Limited.

- 4.2 EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD in accordance with clause 4.1 above shall be rejected.

- 4.3 No interest will be paid on the EMD.

- 4.4 EMD of unsuccessful tenderers will be refunded on application within 60 days of award of Contract.

- 4.5 EMD of successful tenderer will be retained as a part of security deposit.

## 5.0 **Initial Security Deposit**

The successful tenderer will have to submit a sum equivalent to 2% of contract value less EMD by means of DD/Pay Order drawn in favour of State Bank of India. Within a period of 7 days of acceptance of tender.

## 6.0 **Security Deposit**

6.1 Total security deposit shall be 5% of contract value. Out of this, 2% of contract value is in the form of initial security deposit which includes the EMD. Balance 3% shall be deducted from the running account bill of the work at the rate of 10% of the respective running account bill i.e. deduction from each running bill account will be 10% till total 3% of contract value is reached. 50% of the total security shall be paid to the contractors on successful completion of work along with the payment of Final Bill. The balance 50% would be paid to the contractors after the defects liability period as specified in the contract. In case EMD exceeds 2% of contract value, then no initial security deposit will be required.

6.2 No interest shall be paid to the amount retained by the Bank as Security Deposit.

## 7.0 **Signing of Contract Documents**

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 7 days from the receipt of intimation of acceptance of his tender by the Bank. However, the written acceptance of the tender by the WBBDCCL will constitute a binding agreement between the WBBDCCL and successful tenderer whether such formal agreement is subsequently entered into or not.

## 8.0 **Completion Period**

Time is essence of the contract. The work should be completed in all respects in accordance with the terms of contract within a period of 30 days from the date of handing over site or the date receipt of letter of acceptance/work order whichever is later.

## 9.0 **Validity of Tender**

Tenders shall remain valid and open for acceptance for a period of six months from the date of opening price bid. If the tenderer withdraws his/her offer during the validity period or makes modifications in his/her original offer which are not acceptable to the WBBDCCL without prejudice to any other right or remedy the WBBDCCL shall be at liberty to forfeit the EMD.

## 10.0 **Liquidated Damages**

The liquidated damages shall be 0.5% per week subject to a maximum of 5% of contract value.

## 11.0 Rates and Prices

### 11.1 In case of item rate tender

11.1.1 The tenderers shall quote their rates for individual items both in words and figures in case of discrepancy between the rate quoted in words and figures the unit rate quoted in words will prevail. If no rate is quoted for a particular item the contractor shall not be paid for that item when it is executed.

The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and the total amount calculated from multiplication of unit rate and the quantity the unit rate quoted will govern and the amount will be corrected.

11.1.2 The tenderers need not quote their rates for which no quantities have been given. In case the tenderers quote their rates for such items those rates will be ignored and will not be considered during execution.

11.1.3 The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the contractor would be paid accordingly.

The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed he should immediately bring to the knowledge of the Architect/ Bank.

11.1.4 Each page of the schedule of quantities shall be signed by the authorized person and cutting or overwriting shall be duly attested by him.

11.1.5 Each page shall be totaled and the grand total shall be given.

11.1.6 The rate quoted shall be firm and shall include all costs, allowances, taxes, levies, labour welfare cess etc.

### **FORM OF TENDER (To be filled up by the Tenderer)**

The Managing Director, West Bengal Biotech Development Corporation Limited  
4 Camac Street, 2<sup>nd</sup> Floor  
Kolkata- 700016

**Re : Interior Decoration & other allied works for Setting up of new office for WBDCL at 2<sup>nd</sup> and 3rd floor , EN-24, Sec-V, Salt Lake, Kolkata-91.**

1. I/We refer to the tender notice published in the newspaper and your Website for Interior Decoration and other allied works for Setting up of new office for WBDCL at 2<sup>nd</sup> and 3rd floor , EN-24, Sec-V, Salt Lake, Kolkata-91.
2. I/We do hereby offer to perform, provide, execute, complete and maintain the works in conformity with the drawings, conditions of contract, specifications, bill of quantities for the sum of Rs..... at the respective rates quoted in the bill of quantities.

- 3. I/We have satisfied myself/ourselves as to the site conditions, examined the drawings and all aspects of the tender conditions. Subject to above, I/We do hereby agree, should this tender be accepted in whole or in part, to :
  - a) Abide by and fulfill all the terms and provisions of the said conditions annexed hereto;
  - b) Complete the works within 30 days from the date of issue of work order or date of handing over of site, whichever is later, as per the work programme enclosed with the tender in two or three shifts if considered necessary by the Owner/Architects at no extra cost to the Owner.
  
- 4. I/We have deposited the earnest money of Rs. 30,000/- (Rupees Thirty thousand) only in the form of Bank Draft/Pay Order. The same will not bear any interest and is liable for forfeiture :
  - i) If our offer is withdrawn within the validity period of acceptance.  
OR
  - ii) If the Contract is not executed within 15 days from the date of receipt of the letter of acceptance without any proper reason.  
OR
  - iii) If the work is not commenced within 7 days after issuance of work order without any proper reason.
  
- 5. I/We understand that you are not bound to accept the lowest or any tender you receive.
  
- 6. Name of Partners/Directors of our Firm :
  - i)
  - ii)
  - iii)
  - iv)

Yours faithfully

Signature.....

Name of Partner/Director of the firm authorized to sign or Name of person having power of attorney to sign the contract (Certified true copy of Power of Attorney should be attached)

Designation

Signature and address of witness    a)    Signature : .....

Name: .....

Address: .....

b) Signature : .....

Name: .....

Address: .....

**ARTICLES OF AGREEMENT  
(ON NON-JUDICIAL STAMP PAPER OF RS.100.00)**

ARTICLES OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ Two thousand eight between West Bengal Biotech Development Corporation Ltd (WBDCL) having its office at 4 Camac Street, 2<sup>nd</sup> Floor, Kolkata 700 016 and any other places (hereinafter referred to as "the OWNER") which expression shall include its successor or successors and assigns) of the ONE PART through the authorized officer Shri \_\_\_\_\_ (designation).

AND  
M/s. \_\_\_\_\_ having its registered office at \_\_\_\_\_ (thereinafter referred to as the 'CONTRACTOR') of the OTHER PART.

WHEREAS the Owner is desirous of Interior Decoration & other allied works for Setting up a new office at 2<sup>nd</sup> and 3<sup>rd</sup> floor EN-24, Sector-V, Salt Lake, Kolkata- 700091 for West Bengal Biotech Development Corporation Ltd, 4 Camac Street, 2<sup>nd</sup> Floor, Kolkata- 700016 (hereinafter called the 'Works').

AND WHEREAS the Owner in order to effectively carry out the said Interior Decoration & other allied works for Setting up Sector-V, Salt Lake, Kolkata 700 091 engaged Creative Concern a firm of Consultants, Architects, Engineers, of DT-21 Golf Green, Phase- I, Kolkata- 700095 (hereinafter referred to as "THE ARCHITECT/CONSULTANTS") to prepare plans, drawings and specifications description of work to be executed for construction of the said works of the project and to assist WBDCL in relevant technical matters.

AND WHEREAS the Owner has caused the plans, drawings and specifications, priced schedule of quantities of the said work to be executed at 2<sup>nd</sup> and 3<sup>rd</sup> floor of EN-24 Sector-V, Salt Lake as per conditions of the contract and special conditions prepared with the assistance of the said Architect/Consultant subject to which the offer of the Contractor shall be accepted.

AND WHEREAS the tender of the Contractor for Interior Decoration and Other allied works for Setting up of new office for WBDCL at 2<sup>nd</sup> and 3rd floor of EN-24 Sector-V, Salt Lake has been approved by the Owner.

WHEREAS the contractor has deposited with the Owner .....  
 .....as Initial Security deposit for the due performance of the agreement. AND WHEREAS the Owner has issued work order therefore to the contractor.

AND WHEREAS the drawings inclusive of the specifications, priced schedule of quantities, conditions of contract and special conditions (hereinafter collectively referred to as the said condition) have been signed by the parties hereto and the contractor has agreed to execute the works upon and subject to the said conditions.

NOW IT IS HEREBY AGREED AS FOLLOWS :

1. In consideration of the payments to be made to the contractor as hereinafter provided the contractor shall upon and subject to the said conditions execute and complete the works shown upon the said drawings etc and such further detailed drawings as may be furnished to the contractor by the said owner through the Architect as described in the said specifications and ----- the said priced schedule of quantities.
2. The Owner will pay to the Contractor the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) (hereinafter called the contract sum) or such other sum as shall become payable hereunder at the time and in the manner specified in the said conditions. However, the actual sum will be paid on the actual value of work done in conformity to tender conditions and Bill of Quantities, irrespective of the contract sum.
3. The term 'the Architect/Consultant' in the said conditions shall mean the said Creative Concern a firm of Consultants, Architects, Engineers, DT-21 Golf Green, Phase-I, Kolkata- 700095 and in the event of the said Architect/Consultant ceasing to be the Architect/Consultant for the purpose of this contract such other person or persons as shall be nominated for the purpose by the Owner.
4. The drawings, agreement and conditions of contract mentioned above shall form the basis of this contract and all disputes to be decided in the manner prescribed in the conditions attached hereto.

5. The said contract comprises the Interior Decoration and Other allied works as above mentioned, and all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the said Owner even though said works may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.
  
6. Notwithstanding what are stated in the special condition, conditions of contract and hereinbefore stated the Owner through the Consultant reserves to himself the right to alter the drawings and the work and of adding to or omitting any items of works from or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract all in the interest of work.
  
7. The said conditions shall be read and be treated as forming part of this agreement and the parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.
  
8. Any dispute arising under this agreement shall be referred to the arbitration to a sole arbitrator appointed with consent of the Owner and the contractor as indicated in the Article of the general conditions. The award of the arbitrator shall be final and binding on both parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first hereinabove written.

WITNESS

EXECUTANTS

1.

1. OWNER

2.

2. CONTRACTOR

\* Common Seal

- In case of the Company, the common seal be affixed pursuant to resolution of Board of Directors in accordance with Articles of Association of the Company the directors etc as the case may be affixing common seal may initial in token thereof and also by putting their names.

## **GENERAL CONDITIONS OF CONTRACT**

### **1.0 Definitions**

“Contract” means the documents forming the tender and the acceptance thereof and the formal agreement executed between WBDCL (Client) and the contractor, together with the documents referred therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Architects/Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

- 1.1 In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

- 1.1.1 WBDCL shall mean West Bengal Biotech Development Corporation Limited having its office at 4 Camac Street, 2<sup>nd</sup> Floor, Kolkata- 700016 and includes the client’s representatives, successors and assigns.

“Architects/Consultants” shall mean Creative Concern a firm of Consultants, Architects, Engineers, of DT-21 Golf Green, Phase-I, Kolkata- 700095.

- 1.1.2 “Site Engineer” shall mean an Engineer-in-Charge appointed by the WBDCL as their representative to give instructions to the contractors.

- 1.1.3 “The Contractor” shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal personal representative of such individual or the composing the firm or company and the permitted assignees of such individual or firms of company.

The expression “works” or “work” shall mean the permanent or temporary work described in the “Scope of Work” and/or to be executed in accordance with the contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

- 1.1.4 “Engineer” shall mean the representative of the Architect/consultant.

- 1.1.5 “Drawings” shall mean the drawings prepared by the Architects and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time „Contract value shall mean the value of the entire work as stipulated in the letter of acceptance of tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

- 1.1.6 "Specifications" shall mean the specifications referred to in the tender and any modifications thereof as may time to time be furnished or approved by the architect/ consultant. "Month" means calendar month.
- 1.1.7 "Week" means seven consecutive days.
- 1.1.8 "Day" means a calendar day beginning and ending at 00 Hrs and 24 hrs respectively.

## **CLAUSE**

### **1.0 Total Security Deposit**

Total Security deposit comprise of :

Earnest Money Deposit  
Initial Security Deposit  
Retention Money

#### **a) Earnest Money Deposit**

The tenderer shall furnish EMD of Rs.30,000 (Rupees Thirty Thousand only) in the form of Demand draft drawn in favour of West Bengal Biotech Development Corporation Limited on any Scheduled Bank. No tender shall be considered unless the EMD is so deposited in the required form. No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded soon after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time the period when he is required to keep his tender open acceptance by the WEBEL or after it is accepted by the WEBEL the contractor falls to enter into a formal agreement or falls to pay the initial security deposit as stipulated or falls to commence the work within the stipulated time.

#### **b) Initial Security Deposit (ISD)**

The amount of ISD shall be 2% of accepted value of tender including the EMD in the form of D/D drawn on any scheduled Bank and shall be deposited within 7 days from the date of acceptance of tender. In case ISD amount comes as less than EMD submitted earlier, that will be adjusted against the total security deposit.

#### **c) Retention Money**

Besides the ISD as deposited by the contractor in the above said manner the retention money shall be deducted from the running account bill at the rate of 10% of the gross value of work done by the contractor and claimed in each bill provided the total security deposit i.e. the ISD plus Retention Money shall both together not exceed 5% of the contract value. 50% of the total security deposit shall be refunded to the contractor without any interest after successful completion of work and settlement of final bill. The balance 50% of the total security deposit shall be refunded to the contractors without interest after the end of defects liability period provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance.

## 2.0 **Language**

The language in which the contract documents shall be drawn shall be in English.

## 3.0 **Errors, Omissions and Discrepancies**

In case of errors, omissions and/or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications etc, the then following order shall apply:

- i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
- ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.
- iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the former shall be adopted.
- iv) In case of difference between rates written in figures and words, the rate in words shall prevail.
- v) Between the duplicate/subsequent copies of the tender, the original tender shall be taken as correct.

## 4.0 **Scope of Work**

The contractor shall carry out complete and maintain the said work in every respect is strictly accordance with this contract and with the directions of and to the satisfaction of the WBBDCCL to be communicated through the architect/consultant. The architect/consultant at the directions of the WBBDCCL from time to time issue further drawings and/or written instructions, details directions and explanations which are hereafter collectively referred to as Architect's /consultant's instructions in regard to the variation or modification of the design, quality or quantity of work or the addition or omission or substitution of any work. Any discrepancy in the drawings or between the BOQ and/or drawings and/or specifications. The removal from the site of any material brought thereon by the contractor and any substitution of any other materials therefore the removal and/or re-execution of any work executed by him. The dismissal from the work of any person employed engaged thereupon. The contractor to submit as built drawing after completion of entire scope of work.

## 5.0 i) **Letter of Acceptance**

Within the validity period of the tender the WBBDCCL shall issue a letter of acceptance either directly or through the architect by registered post or otherwise depositing at the address of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a binding contract between the WBBDCCL and the contractor.

## ii) **Contract Agreement**

On receipt of intimation of the acceptance of tender from WBBDCL, the successful tenderer shall be bound to implement the contract and within fifteen days thereof he shall sign an agreement in a non judicial stamp paper of appropriate value.

## **6.0 Ownership of Drawings**

All drawings, specifications and copies thereof furnished by the WBBDCL through its architect are the properties of the WBBDCL. They are not to be used on other work.

## **7.0 Detailed drawings and instructions**

The WBBDCL through its architects/consultants shall furnish all working drawings to the selected contractor. In case of any further requirement, the contractor will furnish detailed shop drawings of such requirement to the Architect for approval and work shall be executed on the basis of the approved shop drawings.

The work shall be executed in conformity therewith and the contractor prepare a detailed programme schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the WBBDCL through the architect/consultant.

## **8.0 Copies of Agreement**

Two copies of agreement duly signed by both the parties with the drawings and documents shall be handed over to the contractors.

## **9.0 Liquidated Damages**

If the contractor fails to maintain the required progress in terms of Instruction to the Tenderers or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the WBBDCL on account of such breach to pay a liquidated damages at the rate of 0.5% of the contract value per week subject to a maximum of 5% of the contract value.

## **10.0 Materials, Appliances and Employees**

Unless or otherwise specified the contractor shall provide and pay for all materials, labour, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be best quality. The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behavior is found to be unsatisfactory by the WBBDCL/Architect/Consultant he shall be removed from the site immediately. The contractor should form a Project Implementation Unit with technical personnel for the entire work and employ at least one experienced technical professional as Sit-in-Charge for execution of work and should not employ any child labour throughout the tenure of work.

## **11.0 Permits, Laws and Regulations**

Permits and licences required for the execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give notices and comply with the regulations, laws, ordinances, rules, applicable to the contractor. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the WBBDCL in writing under intimation of the Architect/Consultant. If the contractor performs any act which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the WBBDCL any legal actions arising there from.

#### 12.0 **Setting out Work**

The contractor shall set out the work 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 and get it approved by the architect/consultant before proceeding with the work. If at any time any error in this respect shall appear during the progress of the works, irrespective of the fact that the layout had been approved by the architect/consultant the contractor shall be responsible for the same and shall at his own expenses rectify such error, if so, required to satisfaction of the WBBDCL.

#### 13.0 **Protection of works and property**

The contractor shall continuously maintain adequate protection. Of all his work from damage and shall protect the WBBDCL's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss, except due to causes beyond his control and due to his fault or negligence.

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Govt and local bodies' safety laws and building codes to prevent accidents, or injuries to persons or property of about or adjacent to his place of work. The contractor shall take insurance covers as per clause 24.0 at his own cost. The policy may taken in joint names of the contractors and the WBBDCL and the original policy may be lodged with the WBBDCL.

#### 14.0 **Inspection of work**

The WBBDCL/Architect/Consultant or their representatives shall at all reasonable time have free access to the work site and/or to the workshop, factories or other places where materials are lying or from where they are obtained and the contractor shall give every facility to the WBBDCL, Architect/Consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the WBBDCL/Architect/Consultant except the representative of Public authorities shall be allowed on the work at any time.

#### 15.0 **Assignment and subletting**

The whole of work included in the contract shall be executed the contractor and he shall not directly entrust and engage or indirectly transfer assign or underlet the contract or any part or

share thereof or interest therein without the written consent of the WBBDC through the architect and no undertaken shall relieve the contractor from the responsibility of the contractor from active superintendence of the work during its progress.

#### 16.0 **Quality of Materials, Workmanship & Test**

- i) All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Architect/Consultant instructions and shall be subject from time to time to such tests as the architect/consultant may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labour and materials as are normally required for examining measuring sampling and testing any material or part of the work before incorporation in the work for testing as may be selected and required by the architect/consultant.
  
- ii) **Samples**  
 All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature/test certificate of the same shall be provided to the satisfaction of the Architect/consultant. Before submitting the sample/literature the contractor shall satisfy himself that the material/equipment for which he is submitting the samples/literature meet with the requirement of tender specification. Only when the samples are approved in writing by the architect/consultant the contractor shall proceed with the procurement and installation of the particular material/equipment. The approved samples shall be signed by the Architect/ consultant for identification and shall be kept on record at site office until the completion of the work for inspection/comparison at any time. The Architect/Consultant shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials/equipments etc shall be to the account of the contractor.
  
- iii) **Cost of tests**  

The cost of making any test shall be borne by the contractor if such test is intended by or provided for in the specification or Schedule of Quantities.
  
- iv) **Cost of tests not provided for:**  

If any test is ordered by the Architect/Consultant which is either

If so intended by or provided for or (in the cases above mentioned) is not so particularized, or though so intended or provided for but ordered by the Architect/ Consultant to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested or any Government/approved laboratory, then the cost of such test shall be borne by the contractor.

### 17.0 **Obtaining information related to execution of work**

No claim by the contractor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work nor any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of contract.

### 18.0 **Contractor's superintendence**

The contractor shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the Architect/consultant may consider necessary until the expiry of the defects liability period, stated hereto.

### 19.0 **Quantities**

- i) The schedule of quantities (SOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the contract value by 30%. All the amount paid under Clause 20 hereof as well as amounts of prime cost and provisional sums, if any, shall be excluded.
- ii) Variation exceeding 30% : The items of work executed in relation to variation exceeding 30% shall be paid on the basis of provisions of clause 22(e) hereof.

### 20.0 **Works to be measured**

The Engineer-in-Charge of WBBDCCL may from time to time intimate to the contractor that he required the work to be measured and the contractor shall forthwith attend or send a qualified representative to assist the him in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detailed in the specifications. The representative of the WBBDCCL shall take joint measurements with the contractor's representative and the measurements shall be entered in the measurement book. The contractor or his authorized representative shall recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. All authorized extra work, omissions and all variations made shall be included in such measurements.

### 21.0 **Variations**

No alteration, omission or variation ordered in writing by the WBBDCCL/Architect shall vitiate the contract. In case the WBBDCCL/Architect thinks proper at any time during the progress of works to make any alteration in, or additions to or omission from the works or any alteration in the kind or quality of the materials to be used therein, the WBBDCCL/Architect shall give notice thereof in writing to the contractor or shall confirm in writing within seven days of giving such oral instructions the contractor shall after to, add to, or omit from as the case may be in accordance with such notice but the contractor shall not do any work extra to or make any alteration or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the WBBDCCL/Architect and the value of such

extras, alterations, additions or omissions shall in all cases be determined by the WBBDC/Architect and the same shall be added to or deducted from the contract value, as the case may be.

## 22.0 Valuation of Variations

No claim for an extra shall be allowed unless it shall have been executed under the authority of the Architect with the concurrence of the WBBDC/Architect as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

- a)
  - i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
  - ii) Rates for all items, wherever possible should be derived out of the rates given in the priced SOQ.
- b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of works are carried out, otherwise the prices for the same shall be valued under sub clause (c) hereunder.
- c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the WBBDC/Architect of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Architect shall recommended such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate for approval of WBBDC.
- d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender of the SOQ or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the WBBDC/Architect) the workman's name and materials employed be delivered for verifications to the WBBDC/Architect at or before the end of the week following that in which the work has been executed.
- e) It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the contractor shall submit rates duly supported by rate analysis worked on the "market rate basis" for material, labour, hire/running charges of equipment and wastages etc plus 15% towards establishment charges, contractor's overheads and profit. Such items shall not be eligible for any escalation.

## 23.0 Final Measurement

The measurement and valuation in respect of the contract shall be completed within one month of the virtual completion of the work.

## 24.0 Virtual Completion Certificate (VCC)

On successful completion of entire works covered by the contract to the full satisfaction of the WBBDCL, the contractor shall ensure that the following works have been completed to the satisfaction of the WBBDCL.

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour, equipment and machinery.
- b) Demolish, dismantle and remove the contractor's site office, temporary works, structures including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the WBBDCL and not incorporated in the permanent works.
- c) Remove all rubbish, debris etc from the site and the land allotted to the contractor by the WBBDCL and shall clear, level and dress, compact the site as required by the WBBDCL.
- d) Shall put the WBBDCL in undisputed custody and possession of the site and all land allotted by the WBBDCL.
- e) Shall hand over the work in a peaceful manner to the WBBDCL.
- f) All defects/imperfections have been attended and rectified as pointed out by the WBBDCL to the full satisfaction of WBBDCL.

Upon the satisfactory fulfillment by the contractor as stated above, the contractor shall be entitled to apply to the WBBDCL is satisfied of the completion of the work. Relative to which the completion certificate has been sought, the WBBDCL shall within seven (7) days of the receipt of the application for virtual completion certificate, issue a VCC in respect of the work for which the VCC has been applied.

This issuance of a VCC shall be without prejudice to the WBBDCL's rights and contractor's liabilities under the contract including the contractor's liability for defects liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of the WBBDCL against the contractor in respect of works or work at the site and in respect of which the VCC has been issued.

## 25.0 **Work by other agencies**

The WBBDCL/Architect reserves the rights to use premises and any portion of the site for execution of any work not included in the scope of this contract which it may desire to have carried out by other persons simultaneously and the contractor shall not only allow but also extend reasonable facilities for the execution of such work. The contractor however shall not be required to provided any plant or material for the execution of such work except by special arrangement with the WBBDCL. Such work shall be carried out in such manners not to impede the progress of the works included in the contract.

## 26.0 **Insurance of Works**

- 26.1 Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the WBBDCL and the contractor against all loss of damages from whatever cause

arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the WBBDCL and contractor are covered for the period stipulated in clause 8.0 of Instructions to the Tenderers and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

- a) The works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.
- b) The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.
- c) WBBDCL which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the WBBDCL/Architect the policy of insurance and the receipts for payment of the current premiums.

## 26.2 **Damage to the persons and property**

The contractor shall, except if and so far as the contract provides otherwise indemnify the WBBDCL against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect of or in relation thereto except any compensation of damages for or with respect to :

- a) The permanent use or occupation of land by or any part thereof.
- b) The right of WBBDCL to execute the works or any part thereof, on, over, under, in or through any lands.
- c) Inquiries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.
- d) Injuries or damage to persons or property resulting from any act or neglect of the WBBDCL their agents, employees or other contractors not being employed by the contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the WBBDCL, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

## 26.3 **Contractor to indemnify WBBDCL**

The contractor shall indemnify the WBBDCL against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 25.2 of this clause.

#### 26.4 **Contractor's superintendence**

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

#### 26.5 **Third Party Insurance**

26.5.1 Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 25.0 of GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of WBBDCL, or to any person, including any employee of the WBBDCL, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 25.0 thereof.

#### 26.5.2 **Minimum Amount of Third Party Insurance**

Such insurance shall be affected with an insurer and in terms approved by the WBBDCL which approval shall not be reasonably withheld and for at least the amount stated below. The contractor shall, whenever required, produce to the WBBDCL/Architect the policy or policies of insurance cover and receipts for payment of the current premiums.

26.5.3 The minimum insurance cover for physical property, injury, and death is Rs.5.0 lacs per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

#### 26.6 **Accident or Injury to Workmen**

26.6.1 The WBBDCL shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the WBBDCL or their agents, or employees. The contractor shall indemnify and keep indemnified WBBDCL against all such damages and compensation, save and except as aforesaid and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

#### 26.6.2 **Insurance against accidents etc to workmen**

The contractor shall insure against such liability with an insurer approved by the WBBDCL during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the architect such policy of insurance and receipt for payment of the current premium.

Provided always that, in respect of any persons employed by any sub-contractor the contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub contractor shall have insured against the liability in respect of such persons in such manner that WBBDCL is indemnified under the policy but the contractor shall require such sub-contractor to produce to the WBBDCL/Architect when such policy of insurance and the receipt for the payment of the current premium.

#### **26.6.3 Remedy on Contractor's failure to insure**

If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the WBBDCL may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the WBBDCL as aforesaid from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

#### **26.6.4**

Without prejudice to the others rights of the WBBDCL against contractors. In respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages costs, charges, and other expenses paid by the WBBDCL and which are payable by the contractors under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

#### **27.0 Commencement of Work**

The date of commencement of the work will be reckoned as the date of handing over site or the date of issue of letter of acceptance/work order of the tender by the WBBDCL whichever is later.

#### **28.0 Time for Completion**

Time is the essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of 45 (Forty Five) days from the date of placement of order. If required in the contract or as directed by the WBBDCL/Architect, the contractor shall complete certain portions of work before completion of the entire work. However the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

#### **29.0 Extension of Time**

If, in the opinion of the Architect, the work be delayed for reasons beyond the control of the contractor, the Architect may submit a recommendation to the WBBDCCL to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the WBBDCCL through the Architect in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reasons in detail and his justification if any, for the delays. The architect/consultant shall submit their recommendations to the WBBDCCL in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the WBBDCCL the provision of liquidated damages as stated under clause 9.0 of GCC shall become applicable. Further contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

### **30.0 Working during nights and holidays**

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the WBBDCCL, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the WBBDCCL. However the provision of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required/continued with the prior approval of the WBBDCCL at no extra cost.

All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance.

### **31.0 No compensation or restrictions of work**

If at any time after acceptance of the tender WBBDCCL shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out. The WBBDCCL/Architect shall give notice in writing to that effect to the contractor 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 fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bonafide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the WBBDCCL/Architect shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

In case of such stores having been issued from WBBDCCL stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to

the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of WBBDCL shall be final.

### 32.0 **Suspension of work**

i) The contractor shall, on receipt of the order in writing of the WBBDCL (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner so as not cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.

a) On account any default on the part of the contractor, or

b) For proper execution of the works or part thereof for reasons other than the default of the contractor, or

c) For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the WBBDCL.

ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above :

The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be aid on this account.

### 33.0 **Action when the whole security is forfeited**

In any case in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit the WBBDCL shall have the power to adopt any of the following course as they may deem best suited to the interest of the WBBDCL.

a) To rescind the contract (of which rescission notice in writing to the contractor by the WBBDCL shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of WBBDCL.

b) To employ labour paid by the WBBDCL and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and materials (the cost of such labour and materials as worked out by the WBBDCL/Architect shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract the certificate of WBBDCL/Architect as to the value of work done shall be final and conclusive against the contractor.

- c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him shall be borne by original contractor and may be deducted from any money due to him by WBBDCL under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above courses being adopted by the WEBEL the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescind under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Engineer-in-Charge/ Architect will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

#### 34.0 **Owner's Right to Terminate the Contract**

If the contractor being an individual or a firm commit any 'Act of Insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Architect/Consultant that he is able to carry out and fulfill the contract, and to give security therefore if so required by the Architect/Consultant.

Or if the contractor (whether an individual firm or incorporated Company) shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.

Or shall assign or sublet this contract without the consent in writing of the WBBDCL through the Architect/Consultant or shall charge or encumber this contract or any payment due to which may become due to the contractor thereunder.

- a) Has abandoned the contract; or
- b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 3 days after receiving from the WBBDCL written notice to proceed, or
- c) Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed with in the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the WBBDCL or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the

detriment of good workmanship or in defiance of the WBBDCL's or Architect's instructions to the contrary subject any part of the contract. Then and in any of said cases WBBDCL and or the Architect, may not withstanding any previous waiver, after giving seven days notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the WBBDCL or the Architect or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contractor.

When the works shall be completed or as soon thereafter as convenient the WBBDCL or the Architect shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 7 days after receipt thereof by him WBBDCL sale the same by public auction after due publication and shall adjust the amount realized by such auction. The contractor shall have no right to question any of the act of WBBDCL incidental to the sale of the materials etc.

### 35.0 **Certificate of Payment**

The contractor shall not submit interim bills when the approximate value of work done by him is less than Rs.15.00 lacs and the minimum interval between two such bills shall be fifteen days.

The final bill may be submitted by contractor within a period of fifteen days from the date of virtual completion. WEBEL shall pay the amount after issuance of certificate provided there is no dispute in respect of rates and quantities. No interest shall be paid for any delay from the above time period.

The contractor shall submit the interim bills in the prescribed format with all details.

### 36.0 **Arbitration**

All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance thereof of this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or branch of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty days of receipt of the notice to the contractor a panel of three names of persons who shall be presently unconnected with the organisation for which the work is executed.

The contractor shall on receipt of the names as aforesaid, select any one of the persons name to be appointed as a sole Arbitrator and communicate is name to the Employer within thirty days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period

specified, the Competent Authority shall make the selection and appoint the selected person as the Sole Arbitrator.

If the Employer fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt of the named as aforesaid select any one of the persons names and appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and communicate his name to the Employer.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid. The work under the Contract shall, however, continue during the arbitration proceedings and no payment due to payable to the contractor shall be withheld on account of such proceedings. The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing.

The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The fees, if any, of the Arbitrator shall, If required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award including the fees, if any, of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle and amount of costs to be so paid.

The award of the Arbitrator shall be final and binding on both the parties.

Subject to aforesaid the provisions of the Arbitration Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force, shall apply to the arbitration proceeding under this clause.

The Employer and the contractor hereby also agree that arbitration under clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

### 37.0 **Performance Guarantee Bond**

The successful tenderer have to provide Bank Guarantee from any nationalized bank as guarantee towards the due performance of the items of work for an amount being 5% of accepted value of work. The same should remain valid till completion of work and will be returned on demand after successful completion of work.

### 38.0 **Water Supply**

The rates quoted by the contractor includes all expenditure for providing water for the works including that for the work people and all staff at site. No way WBBDCL will be held responsible for continuous supply of water.

#### 39.0 **Power Supply**

The contractor shall at his own cost arrange for necessary power for the work & lighting for the entire period of contract. However, WBBDCL may provide power from their existing source at site on providing suitable electric meter approved by WBBDCL/Architect, WBBDCL will recover from the contractor the power consumed as per prevailing rate from time to time from their running bills/final bill.

#### 40.0 **Treasure Trove etc**

Any treasure trove, coin or object antique which may be found on the site shall be the property of WBBDCL and shall be handed over to the WBBDCL immediately.

#### 41.0 **Method of Measurement**

Unless otherwise mentioned in the schedule of quantities or in mode of measurement, the measurement will be on the net quantities or work produced in accordance with up to date. Rules laid down by the Bureau of Indian Standards. In the event any dispute/disagreement the decision of the WBBDCL/Architect shall be final and binding on the contractor.

#### 42.0 **Maintenance of Registers**

The contractor shall maintain the following registers as per the enclosed proforma at site of work and should produce the same for inspection of WBBDCL/Architect whenever desired by them. The contractor shall also maintain the records/registers as required by the local authorities/Govt from time to time.

- i) Register for specific materials
- ii) Register for hindrance to work
- iii) Register for running account bill
- iv) Register for labour

#### 43.0 **Price Variation**

Not Applicable

#### 44.0 **Force Majeure**

- 44.1 Neither contractor not WBBDCL shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as but not to war, hostilities revolution,

riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However a notice is required to be given within 7 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

- 44.2 As soon as the cause of force majeure has been removed the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.
- 44.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting therefrom having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.
- 44.4 Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more the two parties shall each other to decide regarding the future execution of this agreement.

#### 45.0 **Accidents**

The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the Architect/Consultant. The contractor shall also such report immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

### **APPENDIX**

Name of Work	:	Interior Decoration & other allied works for Setting up of new office for WBDCL at 2 <sup>nd</sup> and 3 <sup>rd</sup> floor , EN-24, Sec-V, Salt Lake, Kolkata-91.
Location	:	EN- 24 Sector-V, Salt Lake, Kolkata- 700091
Scope of Work	:	As mentioned and further detailed in General Conditions of Contract
Defects Liability Period	:	12 months
Date of Commencement	:	From the date of issuance of Work Order or the date on which the contractor is instructed to take possession of the site,

whichever is later.

Date/Time of completion	:	30 (Thirty) days.
Liquidated Damages	:	0.5% of the accepted tender amount per week of delay subject to a ceiling 5% of the accepted contracted sum.
Value of works for interim certificate	:	Rs. 15.0 lacs
Earnest Money	:	Rs.30,000/- by Bank Draft/Pay Order/Banker's Cheque.
Security Deposit	:	Details as per Clause No. 1
Initial Security Deposit	:	2% of the accepted tender value (EMD + ISD)
Performance Guarantee Bond	:	5% of the accepted tender value in form of Bank Guarantee.
Installment after completion certificate (Release of Retention Money)	:	50% on successful completion of the work and settlement of final bill and balance 50% after successful expiry of defects liability period as per details given in Clause No. 1.

### **I – RUNNING A/C BILL**

i)	Name of Contractor/Agency	:
ii)	Name of Work	:
iii)	Sr No. of this bill	:
iv)	No. and date of previous bill	:
v)	Reference to Agreement No.	:
vi)	Date of written order to commence	:
vii)	Date of completion as per agreement	:

Sl. No.	Item Description	Unit	Rate (Rs)	As per Tender	
				Qty.	Amount
1	2	3	4	5	

Upto Previous R/A Bill		Upto Date (Gross)		Present Bill		Remarks
Qty.	Amount (Rs)	Qty.	Amount (Rs)	Qty.	Amount (Rs)	
	6		7		8	9

- Note: 1. If part rate is allowed for any item, it should be indicated with reasons for allowing such a rate.
2. If adhoc payment is made, it should be mentioned specifically.

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Net value since previous bill

### MEMORANDUM FOR PAYMENT

R. BILL NO. \_\_\_\_\_

1. Total amount due since previous bill (D) (A+B) Rs. \_\_\_\_\_
2. PVA on account of escalation in price of steel, cement and other materials and labour as detailed in separate statement enclosed Rs. \_\_\_\_\_
3. Deductions:
- i) Secured Advance paid in the previous R.A. Bill Rs. \_\_\_\_\_
- ii) Retention money on value of works as per accepted tenders : upto date amount Rs. \_\_\_\_\_

Less already recovered (-) Rs. \_\_\_\_\_

Balance to be recovered Rs. \_\_\_\_\_

iii) Mobilisation Advance, if any Rs. \_\_\_\_\_

a) Outstanding amount (Principal + Interest) as on date Rs. \_\_\_\_\_

b) To be recovered in this bill Rs. \_\_\_\_\_

iv) Any other departmental material cost to be recovered as per contract, if any Rs. \_\_\_\_\_

v) Any other departmental service charges to be recovered if any, as per contract (water, power etc) Enclose statement Rs. \_\_\_\_\_

Total deduction as per contractor Rs. \_\_\_\_\_

Net amount payable as per Contract (E-F) Rs. \_\_\_\_\_

(Rupees ..... ) in words

**PROFORMA OF HINDRANCE REGISTER**

Name of Work : Date of start of work :

Name of Contractor : Period of completion :

Agreement No. : Date of completion :

Sl. No.	Nature of Hindrance	Date of occurrence of hindrance	Date of which hindrance was removed	Period of hindrance	Signature SE/PE	Remarks
1	2	3	4	5	6	7

SE = Site Engineer  
 PE = Project Engineer

## **TECHNICAL SPECIFICATION FOR INTERIOR DECORATION WORKS**

### **1.0 WOOD WORK**

#### **1.1 Teak Wood**

Wood shall be of the Indian best quality teak wood. It should be well seasoned and free from sap, knots, warps, cracks and other defects. All wood work shall be planned neatly and truly finished to the exact dimension. All joints shall be neat and strong, truly and accurately fitted and glued before being fitted together.

#### **1.2 Veneers and Plywood**

The veneers and the ply wood shall conform to the IS:851 and IS:303 respectively. It shall be resin bonded suitable for intended use. The contractor shall submit approved samples at the Architect/Owner site office.

#### **1.3 Phenol Bonded Ply Wood**

Commercial ply wood, decorative plywood conforming to IS:303/1975 bonded with phenol formaldehyde synthetic resin of B.W.P type as specified in IS:848/1974 of approved make should be used.

#### **1.4 Phenol Bonded Block Board**

Commercial block board conforming of IS : 1659/1979 bonded with phenol formaldehyde synthetic resin of IS:840/1974 of approved make should be used.

#### **1.5 Decorative Laminates**

Laminate sheets shall be 1 mm or 1.5 mm (as per design requirements) or as specified in the respective items) thick with +0.3 mm tolerance and obtained from any of the following approved manufacturers e.g. Formica, Decolam, Merino and Greenlam & samples should have approval of the Architects/ Employer.

#### **1.6 Shutters**

Shutters shall be modular type as specified in the item of approved manufacturer registered with ISI and shutter shall bear ISI mark. An approved sample shall be deposited in the office of the Owner/Architects at site for reference. Finished thickness of the shutter shall be as mentioned in the item.

#### **1.8 Hardware Fittings**

All hardware fittings for doors shall be either oxidised iron, brass, anodised aluminium as specified in the schedule of quantities. These hardware fittings shall be obtained from approved manufacturers and shall bear ISI mark wherever available. The samples for the fittings shall be submitted to the Owner/Architects for their approval. Hardware fittings for door shutters shall be paid in door shutter

item or separately as given in schedule of quantities. No separate payment shall be made for hardware fittings if not mentioned otherwise in the schedule of quantities. The rate for hardware fittings shall include for supplying, fitting and fixing the fittings with necessary cadmium plated screws, washers bolts, nuts etc. as required. All locks shall be provided with keys in duplicate and rate shall include for the same.

Approved samples of hardware fittings shall be deposited with Owner/Architects for reference.

#### 1.9 Workmanship

- a) The workmanship shall be first class and to the approval of the Owner/ Architects. Scantlings and board shall be accurately sawn and shall be of required width and thickness. All carpenter's work shall be wrought except where otherwise described. The workmanship and joinery shall be accurately set out in strict conformity according to the drawings and shall be framed together and securely fixed in approved manner and with properly made joints. All work is to be properly tenoned shouldered, wedged, pinned, braced etc. and properly glued with approved quality glue to the satisfaction of the Owner/Architect.
- b) **Screws** : Unless otherwise specified all screws to be used in woodwork and joinery shall be of cadmium plated and of approved quality. The size (diameter and length) should conform to those specified in hardware schedule.
- c) **Tolerance** : 1.5 mm (1/16") will be allowed for each wrought face of sizes specified except where described as finished in which case they shall hold to the full dimensions.
- d) **Protection** : All edges of timber frames etc. shall be protected from being damaged during construction by providing rough timber casing securely fixed and other adequate protective measures.
- e) If it is decided by the Owner to provide antitermite treatment, the buildings contractor shall co-ordinate his work suitable as directed by the Owner/Architects.
- f) Door/Windows frames shall have cut rebate. Planted rebates shall not be permitted.
- g) Where door frames are fixed flush with plaster to wall, teak wood cover mould 40 x 12 mm as per drawings shall be provided all round and shall be painted or polish finished to match with finished shutters. This will be paid as a separate item as described in Schedule of Quantities.

#### 1.10 Rates to Include

Apart from other factors mentioned elsewhere in this contract the rate for item of wood work and joinery shall include for the following :-

##### A. Items of scantling :

- i) All labour, materials and equipments for fixing frame work as per drawing excluding the cost of holdfasts, Rawl plugs, or other fasteners etc.

**B. Items of shutters :**

- i) All labour, materials, hardware fittings and equipments for carrying out the work as per drawing.
- ii) Labour for fixing the shutters in position (excluding the cost of fittings) as per drawing.

**1.11 Mode of Measurement**

All measurements shall be as per I.S specifications.

- i) Scantling shall be measured in cum. The sectional area shall be the area of the least square, or rectangles from which the scantling may be cut. The length shall be actual length of timber required for the purposes including the extra portion required for jointing.
- ii) Shuttering shall be measured in square metre for closed door shutters area i.e. rebate to rebate without extra measurement for rebates and/or splayed meeting styles of door.

**2. PAINTING & FRENCH POLISHING****2.1 Painting****a) Material**

Ready mixed oil paints and primer, in general shall be of approved quality, colour and of approved manufacturer. These materials shall be in sealed tins and shall be opened in the presence of the Owner/Architects at site.

**b) Preparation of surface****i) Iron and Steel works**

Surface to be painted shall be thoroughly cleaned, sand papered and/or rubbed with emery cloth, if necessary, to remove grease, mortar or any other foreign materials. In case of rusted surface, it shall be first cleaned with wire brushes till the corroded rust is removed. the prepared surface shall be shiny and free from brush marks, patches, blisters and other irregularities. The surface thus finished shall be got approved for painting.

**ii) Wood work**

All surface to be painted shall be thoroughly cleaned sand papered and removed of all foreign materials. In case of surfaces having knot and nail holes, this shall be filled with knotting and stopping materials. The knotting materials shall consist of pure shellac dissolved in methylated spirit. Stopping materials shall consist of putty. The surface thus treated shall be allowed to dry and then sand papered smooth.

c) **Application**

After preparing the surface, a primer coat shall be applied. The primer coat shall be ready mix of approved make and manufacturer. After the primer coat is applied and perfectly dried, all holes, cracks, etc. which shall remain, shall be filled in with putty and the surface sand papered smooth. Then a second coat of paint of approved shade and manufacturers shall be evenly applied and allowed to dry.

The third coat shall be carefully applied to achieve smooth and even surface after the previous coat has dried up. Minimum 3 coats of paint shall be applied inclusive of a primer coat. If a proper and even surface is not obtained to the satisfaction of the Owner/Architects in 3 coats, contractor shall carry out additional coats of painting to approval, at contractor's expenses. Care shall be taken that dust or other foreign materials do not settle or otherwise disfigure the various coats.

d) **Rates to include**

Apart from other factors mentioned elsewhere in this contract, the rate for the item of painting shall include for the following:

- i) All labour, materials equipment necessary to carry out the work.
- ii) Supplying the approved paint for priming and finishing coats.
- iii) Preparing the surface including knotting and stopping for receiving the priming and finishing coats.
- iv) Scaffolding including its erection and dismantling.
- v) Application of at least one primer coat and two coats of finishing for wood work and at least two finishing coats for steel works unless otherwise specified. If a proper and even surface is not obtained to the satisfaction of the Owner/Architects, contractor shall carryout additional coats of painting to approval at contractor's expense.
- vi) Protection to painted surface till dried and handed over.

e) **Mode of Measurement**

Painting to wood work and steel shall be measured as per I.S. I200 (Part XV) of latest edition.

2.2 **French Polishing**

French polish to be used shall comply with I.S. 348 of latest edition in the requirements of quality.

Before french polish is applied, the surface of wood work shall be prepared in the same manner as for painting. The wood to be polished should be first painted with a filler composed of 1 part of whiting mixed with 0.53 part of methylated spirit. After drying, it should be finely sand papered.

On the wood work thus treated a thin coat of french polish shall be applied and allowed to dry. After drying, the surface shall be lightly rubbed with a fine sand paper prior to the second and third coats. The surface shall show an even polished surface and be approved by the Owner/Architects.

- i) **Rates to Include** : Similar to that of painting.
- ii) **Mode of measurement** : Similar to that of painting.

### 3. **MELAMINE COATING**

The materials shall be of approved brand for wood finish. The application has to be made using sprayer and as per manufacturer's specification.

The surface to be used shall be sand papered using Emery Paper No. 180 or any suitable grade along the grains. After brushing the surface free of loose dust, wood filler shall be applied. Excess filler shall be removed immediately. Allow a gap of 1 h if second coat is required. On drying of the filler, after 8 hrs the surface is to be sand papered again with Emery paper no. 180/220 and the surface is brushed free of loose dust. Sealer coat as per manufacturers specification is then applied in two coats & then sand papered with emery paper no. 240 & finally with emery paper no. 400 & clean thoroughly. Final finish coat is then applied on the finished surface after mixing the base and hardener in a container and allowing the mix to stand for 30 minutes filtered and then applied.

#### **Rates to Include**

- i) Similar to that of painting including cost for applying by spray machine.

### 4. **PLASTIC EMULSION PAINT**

#### 4.1 **MATERIALS**

The emulsion paint and primers in general shall be of approved quality colour and shade of approved manufacturers.

#### 4.2 **SCAFFOLDING**

This shall be double or single as required and directed. If ladders are used, pieces of gunny bags or cloth bags shall be tied on their tops to avoid damage or scratches to the plastered surfaces etc. proper stage scaffolding shall be erected when painting the ceiling.

#### 4.3 **PREPARATION OF THE SURFACE**

The surface to be painted shall be cleaned and all cracks, holes and surface defects shall be repaired

with plaster of paris for spot filling, and with filler prepared with whiting, water and a little quantity paint for filling and levelling the wider areas.

#### 4.4 **PRIMING COAT**

The priming coat of the cement primer of approved quality make shall be applied over the completely dry surface in the manner as recommended by the paint manufacturers. The emulsion paint, the priming coat may be thinned down with 20% water or as recommended by the paint manufacturer. Turpentine or any other solvent shall not be used for thinning the paint.

#### 4.5 **APPLICATION OF EMULSION PAINT**

The recommendation of approved paint manufacturer, whose product is used, shall be followed regarding the preparation of the surface and the application of the priming and finishing coats. The contractor shall arrange for technical assistance and supervision from the paint manufacturer, during the execution of the painting work. After the priming coat has been applied and perfectly dried, all holes, scratches, if any, shall be repaired as mentioned in 'preparation of surface' and then the second coat of approved shade and manufacturer shall be evenly applied and allowed to dry.

The third coat shall be carefully applied to achieve smooth and even surface after the previous coat has dried up. Minimum 3 coats of paint shall be applied inclusive of primer coat. If a proper and even surface is not obtained to the satisfaction of the Owner/Architects in 3 coats, Contractor shall carry out additional coats of painting to approval, at contractor's expenses. Care shall be taken that dust or other foreign materials do not settle or disfigure the various coats.

#### 4.6 **RATES TO INCLUDE**

Apart from other factors mentioned elsewhere in this contract, the rates for the item of plastic emulsion paint shall include for the following :-

- i) All labour, materials and equipment necessary to carry out the work.
- ii) Supplying the approved emulsion paint for priming and finishing coats.
- iii) Preparing the surface for receiving the primer and finishing coats.
- iv) Scaffolding including its erections and dismantling.
- v) Application of one primer coat and minimum two coats of finishing. If a proper and even surface is not obtained to the satisfaction of Owner/Architects in 3 coats mentioned above, the contractor shall carry out additional coats of painting to approval at contractor's expense.
- vi) Protection to painted surface till dried and handed over.
- vii) Expense, if any, for supervision and technical assistance supplied by the approved paint manufacturers.

#### 4.7 **MODE OF MEASUREMENT**

The measurement shall be in square metre. The mode of measurement shall as applicable to that for white washing.

## 5. CEMENT BASED PUTTY

If any plastered surface is to be finished with cement based putty punning, the surface shall be combed slightly with the wire brushes or nails before it is completely set to form key for putty punning. The surface shall be only damped but not soaked before the application of putty punning. The Gypsum for preparing punning shall be approved quality. It shall be dry and free from lumps and shall be suitably packed in water tight bags or containers.

Paste shall be prepared by adding required quantum of water and same shall be used before it sets. No dropping paste shall be used in the work.

Punning shall be applied to the prepared surface with steel trowel to a thickness required to make the surface produce perfectly smooth and even surface, working from top to bottom.

The finished surface shall not show any sign of disintegration, topping or pilling. The surface shall be protected from injury and damage.

5.1 Apart from other factors mentioned elsewhere in this contract, rates for the item (if need to be executed anywhere) shall include the following :

- i) Erecting, dismantling and removing the scaffolding.
- ii) Preparing the surface to receive the said finish.
- iii) Any moulding work if shown in the drawings or as specified.
- iv) Finishing in bends, arises, rounded angles, fair edges, narrow returns, quirk, 'V' joints, splays, drip mouldings, making good to metal frames, junctions with skirting or dados, narrow widths and small quantities, making good round pipes, conduits, timbers, sills, brackets, railings etc. and making good after all the sub-contractors or nominated sub-contractors have done their works.

## 5.2 Mode of Measurements

The measurement shall be in square metre. The mode of measurement shall be as applicable to that for plaster.

**List of materials of Approved Brand and/or Manufacturer for  
Interior Decoration Works**

Sl. No.	Description		Name of Manufacturer
1.	Aluminium extrusions for Doors, partitions etc.	:	HINDALCO/JINDALCO or any other Approved manufacturer conforming to I.S. specifications.
2.	Hindware		
	a) Aluminium	:	M/s. Metako, M/s. Allen, M/s. Crown, M/s Hindal, M/s Indal, M/s Alom, M/s. Ajanta Steel Pvt Ltd or equivalent with ISI mark.
	b) Brass	:	M/s. Brass Arts (India) Pvt Ltd M/s. Vijay Industrial Engineering Corporation
	c) Locks	:	M/s. Efficient Gadgets Ltd, M/s. Godrej M/s. Acme Locks Limited M/s. Secur Industries Ltd M/s. Haffle M/s. Golden Industries Ltd M/s. Dorset
	d) Floor spring	:	M/s. EVRITE Agencies Pvt Ltd M/s. NITA Floor Spring M/s. Haffle Or any other approved manufacturer conforming to ISI mark.
	e) Screw (Stainless Steel)	:	M/s. Nettle Fold/Fisher or any other approved manufacture.
	f) Castors	:	EPCO, EGNI, REGAL, EGL, LGF Symac or any other approved manufacture.
3.	Synthetic enamel paint, Distemper, plastic emulsion paints	:	M/s. ICI India Ltd M/s. Berger Paints (I) Ltd M/s. Asian Paints
4.	Glazing	:	M/s. Hindustan Pilkington M/s. Saint Gobain M/s. Modi Guard or equivalent approved quality
5.	Block Board	:	M/s. Century Plyboards M/s. Green Ply Industries
6.	Door Closure	:	EPCO/HAFFLE/HETTICH/STERLING

Sl. No.	Description		Name of Manufacturer
7.	Ply Board	:	M/s. Century Plyboard M/s. Green Ply Industries
8.	Laminate	:	Greenlam, Marino, Century Mica
9.	Teak/Oak/Mehogany/Walnut Veneer	:	M/s. Green Ply Industries ltd M/s. Century Ply Boards (I) Ltd
10.	Furnishing Fabric	:	M/S. PRAVEEN KUMAR/ CLASSIC FABRIC.
11.	Powder Coating	:	EIGHT PROCESSING (40 TO 50 MICRON) EPOXY FINISH
12.	Metabox	:	HAFFLE/ HETTICH
13.	Hinges	:	HAFFLE/ HETTICH/ LGF Symac
14.	V. Blinds	:	Vista

- Note:
1. If the approved brands mentioned above are not available, equivalent make as may be approved by the Employer/Architects only to be used for the work.
  2. The Architect/Employer shall have the final say about which material amongst the above mentioned shall be used in the project and the contractor shall have no claims on this account.
  3. Any specific make mentioned in the SOQ for a particular item will prevail.

