



DELHI MUMBAI INDUSTRIAL CORRIDOR DEVELOPMENT  
CORPORATION LTD.

**REQUEST FOR QUALIFICATION CUM PROPOSAL**  
**FOR**  
**“Works of Interiors of New Office Space for DMICDC at Jeevan  
Bharti Building, Connaught Place, New Delhi on  
TURN KEY Basis”**

CLIENT:  
**DMICDC Limited**  
341-B, 3<sup>rd</sup> Floor, Hotel Ashok,  
50-B, Diplomatic Enclave,  
Chanakyapuri, New Delhi – 110 021

# Table of Contents

<b>SECTION 01: NOTICE INVITING TENDERS.....</b>	<b>6</b>
<b>SECTION 02: DISCLAIMER AND INSTRUCTIONS TO BIDDERS FOR E-TENDERING .....</b>	<b>8</b>
<b>SECTION 03: INTRODUCTION.....</b>	<b>17</b>
3.1. BACKGROUND.....	17
3.2. PROJECT OBJECTIVES.....	17
3.3. BRIEF DESCRIPTION OF THE BIDDING PROCESS .....	18
3.4. DATA SHEET .....	19
<b>SECTION 04: INSTRUCTIONS TO BIDDERS (ITB).....</b>	<b>21</b>
4.1. SCOPE OF BID .....	21
4.2. ELIGIBILITY OF BIDDER.....	21
4.3. CHANGE IN COMPOSITION OF THE JOINT VENTURE. ....	24
4.4. NUMBER OF BIDS AND COSTS THEREOF .....	24
4.5. SITE VISIT AND VERIFICATION OF INFORMATION.....	24
4.6. ACKNOWLEDGEMENT BY BIDDER .....	25
4.7. RIGHT TO ACCEPT OR REJECT ANY OR ALL APPLICATIONS/ BIDS.....	25
4.8. CLARIFICATIONS AND AMENDMENTS TO TENDER DOCUMENTS .....	28
4.9. PREPARATION AND SUBMISSION OF BID .....	28
4.10. MODIFICATIONS/ SUBSTITUTION/ WITHDRAWAL OF BIDS .....	29
4.11. EVALUATION PROCESS.....	29
4.12. CONFIDENTIALITY .....	30
4.13. CLARIFICATIONS OF BIDS/ SHORTFALL DOCUMENTS .....	30
4.14. BID SECURITY.....	31
4.15. PRICES TO BE IN FIGURES AND WORDS.....	32
<b>SECTION 05: CRITERIA FOR EVALUATION .....</b>	<b>35</b>
5.1. EVALUATION PARAMETERS .....	35
5.2. TECHNICAL CAPACITY FOR PURPOSES OF EVALUATION .....	35
5.3. FINANCIAL INFORMATION FOR PURPOSES OF EVALUATION.....	35
5.4. QUALIFICATION OF BIDDERS .....	35
5.5. OPENING OF FINANCIAL BID .....	36
5.6. SELECTION OF BIDDER .....	36
<b>SECTION 06: SPECIAL CONDITIONS OF CONTRACT .....</b>	<b>39</b>
6.1. ORDER OF PRIORITY OF CONTRACT DOCUMENTS .....	39
6.2. CONTRACT AGREEMENT.....	39
6.3. CONTRACTOR'S REPRESENTATIVE.....	39
6.4. SUBCONTRACTING .....	39

6.5.	PROVISIONS OF EFFICIENT AND COMPETENT STAFF .....	40
6.6.	DESIGN AND CONSTRUCTION PHASE .....	40
6.7.	SPECIFICATIONS AND DRAWINGS .....	41
6.8.	TERMS OF PAYMENT .....	41
6.9.	PERFORMANCE BANK GUARANTEE.....	43
6.10.	RETENTION MONEY .....	44
6.11.	COMPLETION PERIOD .....	44
6.12.	DEFECT LIABILITY PERIOD .....	45
6.13.	PROGRAMME OF WORK .....	45
6.14.	CO-ORDINATION WITH OTHER AGENCIES.....	45
6.15.	APPROVALS .....	45
6.16.	BASE RATES.....	45
6.17.	JOINT AND SEVERAL LIABILITY .....	46
6.18.	LIQUIDATED DAMAGES .....	46
6.19.	INSURANCE .....	46
6.20.	SUPPLY OF WATER AND ELECTRIC POWER .....	48
6.21.	IMPLEMENTATION OF QUALITY MANAGEMENT SYSTEM .....	48
6.22.	COMPLIANCE TO PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 .....	48
6.23.	BONUS FOR EARLY COMPLETION .....	49

**SECTION 07: GENERAL CONDITIONS OF CONTRACT .....51**

7.1.	DEFINITIONS.....	51
7.2.	HEADING AND MARGINAL NOTES .....	54
7.3.	NOTICES, CONSENTS, APPROVALS, CERTIFICATES AND DETERMINATION .....	54
7.4.	MEASUREMENTS AND ARITHMETIC CONVENTIONS.....	54
7.5.	SINGULAR, PLURAL AND GENERAL .....	54
7.6.	COMMUNICATION AND LANGUAGE OF CONTRACT.....	54
7.7.	LANGUAGE OF CONTRACT .....	55
7.8.	LAWS GOVERNING THE CONTRACT.....	55
7.9.	CONTRACTOR'S UNDERSTANDING .....	55
7.10.	COMMUNICATION BETWEEN EMPLOYER/ENGINEER AND CONTRACTOR .....	55
7.11.	NOTICES TO EMPLOYER AND ENGINEER.....	55
7.12.	CHANGE OF ADDRESS .....	56
7.13.	CHANGE IN CONSTITUTION OF FIRM .....	56
7.14.	OBLIGATIONS OF THE EMPLOYER .....	56
7.15.	DUTIES OF ENGINEER AND ENGINEER'S REPRESENTATIVE.....	56
7.16.	OBLIGATIONS OF THE CONTRACTOR .....	56
7.17.	COMMENCEMENT OF WORK.....	57
7.18.	ACCESS TO SITE OF WORK.....	57
7.19.	SETTING OUT.....	58
7.20.	TEMPORARY WORKS.....	58

7.21. INDEMNITY BY THE CONTRACTOR.....	58
7.22. DAMAGE TO LIFE AND PROPERTY.....	59
7.23. SAFETY OF PUBLIC AND PUBLIC UTILITIES .....	59
7.24. OTHER SAFETY PROVISIONS .....	60
7.25. CARE OF WORKS .....	60
7.26. DISMANTLED MATERIALS .....	61
7.27. WORK DURING NIGHT .....	61
7.28. STORES, YARDS .....	61
7.29. MATERIALS AND ITEMS TO BE PROVIDED BY THE CLIENT .....	61
7.30. TOOLS, PLANT AND EQUIPMENT.....	62
7.31. PLANT AND MATERIALS OF THE CONTRACTOR.....	62
7.32. REMOVAL OF CONSTRUCTIONAL PLANT/MATERIALS FROM SITE .....	62
7.33. LOSS OR DAMAGE TO CONSTRUCTIONAL PLANT/MATERIALS.....	62
7.34. ASSISTANCE TO CONTRACTOR FOR RE-EXPORT OF PLANT .....	62
7.35. ASSISTANCE TO CONTRACTOR FOR CUSTOMS CLEARANCE.....	62
7.36. CONTRACTOR TO KEEP SITE CLEAR.....	63
7.37. HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS .....	63
7.38. ENGAGEMENT OF LABOUR.....	63
7.39. WAGES OF LABOUR .....	64
7.40. REPORTING OF ACCIDENTS INVOLVING LABOUR.....	64
7.41. REPAIR TO DAMAGES .....	65
7.42. MATERIALS AND WORKMANSHIP.....	65
7.43. REMOVAL OF IMPROPER MATERIALS AND WORKS .....	65
7.44. EXAMINATION OF WORK BEFORE COVERING UP.....	66
7.45. SUSPENSION OF WORKS ORDERED BY THE ENGINEER .....	66
7.46. DELAY AND EXTENSION OF CONTRACT PERIOD .....	66
7.47. DEATH OF CONTRACTOR / PARTNER.....	68
7.48. EMPLOYMENT OF RETIRED OFFICERS / ENGINEER OF EMPLOYER/ ENGINEER.....	68
7.49. MODIFICATION TO CONTRACT.....	68
7.50. RATES FOR ITEMS OF WORK TO BE ALL INCLUSIVE .....	69
7.51. CHANGE OF SCOPE.....	69
7.52. PROCEDURE FOR CHANGE OF SCOPE .....	70
7.53. LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS .....	72
7.54. MODE OF PAYMENT AND TAX DEDUCTION AT SOURCE .....	72
7.55. TESTS ON COMPLETION .....	73
7.56. COMPLETION CERTIFICATE.....	73
7.57. DEFECT LIABILITY CERTIFICATE.....	74
7.58. UNFULFILLED OBLIGATIONS .....	75
7.59. PRODUCTION OF VOUCHERS .....	75
7.60. FORCE MAJEURE .....	75
7.61. SETTLEMENT OF DISPUTES.....	76

7.62. JURISDICTION OF COURTS.....	76
7.63. UNFORESEEABLE DIFFICULTIES.....	76
7.64. SECURITY OF SITE .....	77
7.65. QUALITY ASSURANCE, MONITORING AND SUPERVISION .....	77
7.66. GODOWN / WORKER ACCOMMODATION.....	77
7.67. MINOR CIVIL WORKS .....	77
7.68. TERMINATION.....	77
<b>SECTION 08: BROAD SCOPE OF WORK .....</b>	<b>83</b>
8.1. PROJECT BACKGROUND AND WORKS DESCRIPTION .....	83
8.2. PROJECT GOALS .....	84
8.3. COMPONENTS.....	84
8.4. ITEMS TO BE PROVIDED BY THE EMPLOYER.....	97
8.5. AREA UNDER SCOPE OF WORKS .....	97
<b>SECTION 09: LIST OF MAKES .....</b>	<b>99</b>
<b>SECTION 10: FORM OF AGREEMENT .....</b>	<b>122</b>
<b>TECHNICAL SPECIFICATIONS .....</b>	<b>124</b>
<b>APPENDIX – I – LETTER COMPRISING OF TECHNICAL BID.....</b>	<b>142</b>
<b>APPENDIX – I – ANNEX – I – DETAILS OF THE BIDDER .....</b>	<b>146</b>
<b>APPENDIX – I – ANNEX – II A – TECHNICAL CAPACITY OF THE BIDDER.....</b>	<b>148</b>
<b>APPENDIX – I – ANNEX – II B – FINANCIAL CAPACITY OF THE BIDDER .....</b>	<b>149</b>
<b>APPENDIX – I B – LETTER COMPRISING THE FINANCIAL BID.....</b>	<b>150</b>
<b>APPENDIX – I B – ANNEX – I PRICE BID.....</b>	<b>151</b>
<b>APPENDIX – II FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID .....</b>	<b>153</b>
<b>APPENDIX – III FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF JOINT VENTURE....</b>	<b>155</b>
<b>APPENDIX – IV FORMAT FOR JOINT BIDDING AGREEMENT FOR JOINT VENTURE.....</b>	<b>157</b>
<b>APPENDIX – V – FORMAT FOR PERFORMANCE SECURITY.....</b>	<b>162</b>
<b>APPENDIX - VI – FORM FOR GUARANTEE FOR ADVANCE PAYMENT .....</b>	<b>164</b>
<b>APPENDIX – VII – INTEGRITY PACT .....</b>	<b>167</b>
<b>APPENDIX – VIII – NON – DISCLOSURE AGREEMENT .....</b>	<b>172</b>
<b>ANNEXURE – X – CONCEPT LAYOUT PLAN.....</b>	<b>177</b>
<b>DESIGN INTENT .....</b>	<b>179</b>

# **Section 01: Notice Inviting Tenders**

**“DMICDC”**  
**Delhi Mumbai Industrial Corridor Development Corporation Limited**  
**NATIONAL COMPETITIVE BIDDING (NCB)**

**Request for Qualification (RfQ) cum Request for Proposal (RfP) for Works of  
Interiors of New Office Space for DMICDC at Jeevan Bharti Building, Connaught  
Place, New Delhi on TURN KEY Basis  
(Ref No: DMIC/2019/01/01)**

DMICDC is inviting Tender for the Works of Interiors of New Office Space for DMICDC at 8<sup>th</sup> Floor, Tower 1, Jeevan Bharti Building, Connaught Place, New Delhi - 110001 on “TURNKEY” Basis. It is envisaged to have a world class design and execution for the new office space including modern amenities in the office space. The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed in the RfQ cum RfP document uploaded on the website: [www.dmicdc.com](http://www.dmicdc.com) or from Central Public Procurement Portal (<http://eprocure.gov.in>).

Interested applicants are requested to submit their responses to the RfQ cum RfP online at Central Public Procurement Portal on or before 21<sup>st</sup> January 2019, 1500 Hrs. The RFP submissions will necessarily have to be accompanied with a Demand Draft INR 50,000 (Indian Rupees Fifty Thousand only) plus GST @18% and Refundable Bid Security of INR 10,00,000 (Indian Rupees Ten Lakhs only) in favour of “Delhi Mumbai Industrial Corridor Development Corporation Limited”, payable at New Delhi, India, as a non-refundable processing fee.

Applicant who wish to participate in online bidding will have to procure digital certificate as per IT Act, 2000 to sign their electronic bids. Offers which are not digitally signed will not be accepted. Applicant shall submit their offer in electronic format on CPP Portal only.

**Delhi Mumbai Industrial Corridor Development Corporation Ltd**  
Room No. 341-B, 3<sup>rd</sup> Floor, Hotel Ashok, Diplomatic Enclave,  
50-B Chanakyapuri, New Delhi -110 021  
Tel No: 011-2611 8884-8; Fax: 011-2611 8889 CIN: U45400DL2008PLC172316  
Email: [contactus@dmicdc.com](mailto:contactus@dmicdc.com), [tenders@dmicdc.com](mailto:tenders@dmicdc.com)

# **Section 02: Disclaimer and Instructions to Bidders for E- Tendering**



## DISCLAIMER

1. This RFQ cum RFP document is neither an agreement nor an offer by the Delhi Mumbai Industrial Corridor Development Corporation Limited (DMICDC). The purpose of this RFQ cum RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFQ cum RFP.
2. DMICDC does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFQ cum RFP document and it is not possible for DMICDC to consider particular needs of each party who reads or uses this RFQ cum RFP document. This RFQ cum RFP includes statements which reflect various assumptions and assessments arrived at by Employer in relation to this tender. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analyse and check the accuracy, reliability and completeness of the information provided in this RFQ cum RFP document and obtains independent advice from appropriate sources.
3. DMICDC will not have any liability to any prospective Construction Company/ Firm/ Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFQ cum RFP document, any matter deemed to form part of this RFQ cum RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of DMICDC or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. DMICDC will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFQ cum RFP.
4. DMICDC will not be responsible for any delay in receiving the proposals. The issue of this RFQ cum RFP does not imply that DMICDC is bound to select the Bidder or to appoint the Selected Bidder, as the case may be, for this tender and DMICDC reserves the right to accept/reject any or all of proposals submitted in response to this RFQ cum RFP document at any stage without assigning any reasons whatsoever. DMICDC also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFQ cum RFP Bid.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DMICDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. DMICDC reserves the right to change/ modify/ amend any or all provisions of this RFQ cum RFP document. Such revisions to the RFQ cum RFP/ amended RFQ cum RFP will be made available on the website of DMICDC.

## Instructions to Bidder for e-Tendering

### A. Enrolment process on the Tender web-site

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

### B. Tender search

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

### C. Preparation of bids

- Make folders with the name of the tender number so as to identify the folders easily during the bid document uploading.
- File and Folder name should not contain any special characters (&, #, etc.) or space in between.
- Download the tender document, ITB (Instruction to Bidders) of the required tender in that folder.
- Scan the Bid Security fee instruments/ Tender fee instruments for offline payments if any.
- In the case of offline payment, the details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.
- Scan and keep ready Pre-qualification documents like life certificates, PAN etc. if any.
- Prepare the technical bid document and then convert into PDF.
- Prepare the Price Bid i.e. fill up required figures in the downloaded word document. The Price Bid file with the same name has to be uploaded while uploading the financial bids. If there is any change in Name it may not get uploaded or give an error.
- Keep all the documents in the same folder for the easy bid document upload.
- The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. It will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date. For any clarifications from the TIA (Tender inviting authority), the bid number can be used as a reference.

#### D. Submission of bids

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. Offers which are not digitally signed will not be accepted. Applicant shall submit their offer in electronic format on CPP Portal only.
3. Bidder should prepare the Bid Security (EMD) as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the

scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

4. The Price Bid format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the Price bid file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Price bid file is found to be modified by the bidder, the bid will be rejected.
5. The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.
7. Any document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid-openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### E. Password maintenance

- The length of the password should be of 8 to 32 characters.
- The password should be of any English lowercase and uppercase (a-z and A-Z) characters.
- The password must contain at least one number between 0-9.
- The password must contain at least one special character from these [! @ # \$ ^ \* \_ ~]

- Sample password is just like Admin123\$, India2000#, etc.

#### F. About DSC

- Digital Signature Certificates (DSC) is the digital equivalent (that is electronic format) of physical paper certificates.
- Like physical documents are signed manually, electronic documents, for example e-forms are required to be signed digitally using a Digital Signature Certificate. Transactions that are done using Internet if signed using a Digital Signature certificate becomes legally valid.
- Bidders have to procure Class 2 or 3 signing certificates only. Only Class 2 or 3 is valid for e-tendering purpose.
- The Certifying Authorities are authorized to issue a Digital Signature Certificate with a validity of one or two years. The maximum period for which the DSC is issued is only two years. On the expiry of the term, the Digital Signature Certificate can be revalidated by paying the fees again.
- Digital Signatures are legally admissible in a Court of Law, as provided under the provisions of IT.
- Digital Signature Certificate (DSC) is not required by Companies but by individuals. For example, the Director or the Authorized signatory signing on behalf of the Company requires a DSC.
- Each user logs in to the tender site thro' the secured log in by giving the user id/ password allotted during registration & then by giving the password of the DSC. The DSC password will get locked if successively wrong password is given many times.

#### G. DSC providers for Private firms

- A licensed Certifying Authority (CA) issues the digital signature. Certifying Authority (CA) means the authority that has been granted a license to issue a digital signature certificate under Section 24 of the Indian IT-Act 2000.
- The vendors like TCS ([www.tcs-ca.tcs.co.in](http://www.tcs-ca.tcs.co.in)), Sify, MTNL, nCode ([dsc@ncodesolutions.com](mailto:dsc@ncodesolutions.com)), e-Mudhra ([www.e-mudhra.com](http://www.e-mudhra.com)) are issuing DSC's for bidders.
- The time taken by Certifying Authorities to issue a DSC may vary from three to seven days.

#### H. Advantage of “My Space” on CPP Portal

- The bidder can upload Non-Sensitive frequently asked documents prior at any point of time once he logs in to the Bid. These are not encrypted.
- These can be anything like GST, PAN Certificate, VAT Certificate, Equipment Details, Manpower Details, Copies of Balance Sheet of last few years, Details of quantity of work executed etc.
- In some cases, the TIA might have uploaded a format while in many cases it may just be a scanned copy of the original which needs to be uploaded.
- This will avoid repeated upload of common documents and also save space and time.

#### I. System requirements

- Windows XP with latest service pack
- Loaded IE 7.0 or above
- Loaded JRE 1.6 or above
- Antivirus Software with latest definition.
- Internet connectivity
- Scanner to scan the documents if required
- Printer and PDF Creator.

#### J. Assistance to Bidders

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
- For any technical queries for online-submission please call the 24x7 Helpdesk numbers of E-procure. The Helpdesk numbers +91120-4200462/ 4001002/ 4001005 +918826246593, email: [support-eproc@gov.in](mailto:support-eproc@gov.in)

#### K. Preparation & Submission of BIDs:

- Detailed tender documents for RFQ cum RFP may be downloaded from e-tender portal of the Employer from the dates as per "Important Information" and tender may be submitted online following the instruction appearing on the screen. A manual containing the detailed guidelines for e-tendering is also available on e-tender portal of the Employer.
- The following documents shall be prepared and scanned in different files (in PDF or ZIP or JPEG format) and uploaded during the online submission of BID. The scanning of the pages

to be uploaded shall be done in not more than 100 dpi. The documents as per **Clause 4.7.6** of RFQ cum RFP shall also be submitted in "ORIGINAL" to The Delhi Mumbai Industrial Corridor Development Corporation DMICDC before the prescribed date & time for submission of BIDs.

### **Technical Bid**

- (a) Letter comprising the Technical Bid) Appendix-I;
- (b) Power of Attorney for signing the BID as per the format at Appendix-II;
- (c) if applicable, Power of Attorney for Lead Member of Joint Venture as per the format at Appendix-III of RFQ cum RFP;
- (d) if applicable, Joint Venture as per the format at Appendix-IV of RFQ cum RFP
- (e) Certificates in accordance with Appendix-I (all annexure)
- (f) Copy of BID Security of **Rs. 10,00,000/-** (Rupees Ten Lakhs only) in the form of Demand Draft / Pay Order payable in favour of "Delhi Mumbai Industrial Corridor Development Corporation Limited" payable at "New Delhi".
- (g) Copy of tender processing fee of **Rs. 50,000/-** (Rupees Fifty Thousand only) + Applicable GST in the form of DD in favour of "Delhi Mumbai Industrial Corridor Development Corporation Limited" payable at "New Delhi".
- (h) Registration copies of GST
- (i) Integrity pact as per Appendix-VII
- (j) Non-Disclosure Agreement as per Appendix-VIII

### **Financial Bid**

- (a) Letter comprising the Financial Bid - Appendix-I B
- (b) Price Bid- Appendix-I B Annex- I

# Section 03:

## Introduction



## Section 03: Introduction

### 3.1. Background

Delhi - Mumbai Industrial Corridor (DMIC) is India's most ambitious infrastructure programme aiming to develop new industrial cities as "Smart Cities" and converging next generation technologies across infrastructure sectors.

The Government of India (GoI) is taking the lead in developing the Delhi Mumbai Industrial Corridor (DMIC), as a global manufacturing and investment destination utilising the high capacity 1504 km long western Dedicated Railway Freight Corridor (DFC), as the backbone. In essence, the DMIC project is aimed at the development of futuristic industrial cities in India which can compete with the best manufacturing and investment destinations in the world.

The iconic Delhi Mumbai Industrial Corridor (DMIC) project was conceived as a symbol of Indo-Japan strategic partnership during the visit of the Hon'ble Prime Minister of India to Tokyo in December, 2006. A Memorandum of Understanding (MOU) was signed between Ministry of Commerce & Industry, Government of India (MoC&I) and the Ministry of Economy, Trade and Industry, Government of Japan (METI) on this occasion to promote Japanese investments in India and explore opportunities for mutual cooperation as part of Special Economic Partnership Initiatives (SEPI) under the 'Common Economic Partnership Agreement (CEPA)' to be reached between India and Japan. Four Japanese Consortia are working in partnership with DMICDC to develop and implement Smart City practices.

DMICDC is inviting Tender for the Works of Interiors of New Office Space for DMICDC at 8<sup>th</sup> Floor, Tower 1, Jeevan Bharti Building, Connaught Place, New Delhi - 110001 on TURNKEY Basis. It is envisaged to have a world class design and execution for the new office space including modern amenities in the office space.

### 3.2. Project Objectives

The office space for DMICDC is proposed to have 50 to 55 work desks, 6 executive cabins, 2 senior executive cabins, 2 dedicated meeting rooms of varied sizes and 1 meeting room cum breakout space as detailed in this tender. It is also proposed to have a reception at the entrance, a VIP waiting lounge, a dedicated experience zone and required basic utilities as detailed in this tender.

### 3.3. Brief Description of the Bidding Process

- 3.3.1. The Employer has adopted a Two Bid System (collectively referred to as the "Bidding Process") for selection of the bidder for award of the Project. Under this process, the bid shall be invited under two parts. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first part (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this RFQ cum RFP. (The "Bidder", which expression shall, unless repugnant to the context, include the members of the Joint Venture). Prior to making the Bid, the Bidder shall pay to the Employer a sum of Rs. 50,000/- (Rupees Fifty Thousand Only + Applicable GST) as the cost of Tender Processing Fee and Refundable Bid Security of Rs. 10,00,000/- (Rupee Ten Lakhs). The Financial Bid under the second part shall be opened only for those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFQ cum RFP.
- 3.3.2. The Bidding Document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the tender can only be submitted after uploading the mandatory scanned documents such as:
- a) Demand Draft / Pay Order towards cost of tender processing fee,
  - b) Demand Draft / Pay Order against Bid Security & All other documents shall be as per Notice Inviting e-tender / RFQ cum RFP
- 3.3.3. Interested bidders are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of not less than 180 days from the date specified in **Clause 3.4** for submission of BIDs (the "Bid Due Date").
- 3.3.4. Method of Selection: The client will select the applicant whose bid is technically responsive and who will quote the lowest amount for the said works. The detailed description of the works (Scope of work) to be carried out is enclosed at "Section 8 – Broad Scope of work".

### 3.4. Data Sheet

1. Name of Client : Delhi Mumbai Industrial Corridor Development Corporation Limited
2. Name of Work : Works of Interiors of New Office Space for DMICDC at 8th Floor, Tower 1, Jeevan Bharti Building, Connaught Place, New Delhi – 110 001 on TURNKEY Basis.
3. Estimated Cost of Works : Rs. 2.71 Crores (Exclusive of  
(This estimate however, is given merely as a rough guide) Applicable GST)
4. BID Security : Rs. 10,00,000/-
5. Bid Processing Fee : Rs. 50,000/- (Plus GST)
6. Completion Time from the date of award : 60 days
7. Date of uploading RFQ cum RFP : **01.01.2019**
8. Pre-bid Meeting : **07.01.2019 (1100 Hrs)**
9. Bid Due Date : **21.01.2019 (1500 Hrs)**
10. Physical Submission of Tender Documents/ Power of Attorney etc. : **21.01.2019 (1500 Hrs)**
11. Validity of bids : 180 days from Bid due date
12. Commencement of Work : Within 01 day of date of LOA

# Section 04:

## Instructions to Bidders

## Section 04: Instructions to Bidders (ITB)

### 4.1. Scope of Bid

- 4.1.1. The Employer wishes to receive Bids for Selection of experienced and capable Contractor for the “Works of Interiors of New Office Space for DMICDC at 8<sup>th</sup> Floor, Tower 1, Jeevan Bharti Building, Connaught Place, New Delhi – 110 001 on Turnkey Basis including Defects Liability Period of 1 (One) years.”

### 4.2. Eligibility of bidder

- 4.2.1. For determining the eligibility of Bidder for their qualification hereunder, the following shall apply:
- a) The Bidder may be a single entity or a group of entities (not exceeding 3 entities) coming together to implement the Project. However, the Bidder, applying individually or as a member of a Joint Venture, as the case may be, cannot be member of another group of entity. The term Bidder used herein would apply to both a single entity and a Joint Venture.
  - b) A Bidder may be a company or a combination of companies with a formal intent to enter into a Joint Venture agreement or under an existing agreement to form a Joint Venture. A Joint Venture shall be eligible for consideration subject to the conditions set out in **Clause 4.2.3** below.
  - c) A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if: -
    - i. the Bidder, its Member or any constituent thereof and any other Bidder, its Member or any constituent thereof have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of the Bidder, its Member thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member, as the case may be), in the other Bidder, its Member is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956/2013. For the purposes of this **Clause 4.2.1 (c)**, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over

an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub – clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- ii. a constituent of such Bidder is also a constituent of another Bidder; or
  - iii. such Bidder, or any Associate thereof, receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member thereof; or
  - iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
  - v. such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or
  - vi. such Bidder, or any Associate thereof, has participated as a consultant to the Employer in the preparation of any documents, design or technical specifications of the Project.
- d) A Bidder shall be liable for disqualification and forfeiture of BID Security, if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement. In the event any such adviser is engaged by the selected Bidder or Contractor, as the case may be, after issue of the LOA or execution of the Agreement for matters related or incidental to the project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without Prejudice to any other right or remedy or the Authority, including the forfeiture and appropriation of the BID Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For the avoidance or doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFQ cum RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

4.2.2. To be eligible for the bidding, the bidder, shall fulfil the following conditions of eligibility:

**(A) Technical Capacity:**

- (i) Firms eligible to bid in the tender should have undertaken comprehensive architectural design, interior design, execution of civil and interior works. Bidders with previous experience of working with Government bodies, PSUs etc will be preferred.
- (ii) "Similar Works" shall mean – "**Civil & Interior works** including, but not limited to, MEP works Viz. carpentry, plumbing, firefighting, electrical, fire alarm systems, Information & communication technology & HVAC works including commissioning of centralized Air conditioning works executed on Turnkey / Design & Build / EPC basis of Office/ Retail Spaces with minimum carpet area of 7500 sq. ft" with reputed organization/department including all external & internal services in last 3 (Three) years.

For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder, over the past 3 (three) financial year preceding the Bid Due Date viz FY 2015 – 16, FY 16 – 17, FY 2017 - 18 should have executed "Similar works" as defined below and copy of completion certificate must be enclosed:

- a) At least three similar completed work – Rs. 1.08 crs each, or
  - b) At least two similar completed work – Rs. 1.36 crs each, or
  - c) At least one similar completed work – Rs 2.17 crs
- (iii) The bidder shall be holding a valid "A" Class electrical contracting licence as on the date of submission of the bid. For a bidding consortium, the lead member of the consortium shall be holding a valid "A" class electrical contracting licence on the date of submission of the bid.

**(B) Financial Capacity:**

- (i) Average annual turnover during last three financial years ending 31<sup>st</sup> March of the previous financial year i.e. FY 2017 - 2018, should be at least Rs. 81 Lakhs (Rupees Eight-One Lakhs Only). The Bidder should submit attested copies of Balance sheet and auditor's report / CA Certificate for the Financial Year viz FY 2015 – 16, FY 16 – 17, FY 2017 – 18.
- (ii) Net Worth: The Bidder shall have a minimum Net Worth (the "Financial Capacity") of Rs. 68 Lakhs (Rupees Sixty-Eight Lakhs only) at the close of the preceding financial year i.e. FY 2017 - 18.

For the purposes of this RFQ cum RFP, net worth (the "Net Worth") shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the

audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

All the above items should be certified by the Statutory Auditor / CA of the company.

**4.2.3. In case of a Joint Venture (not exceeding 3 entities)**

- (i) Requirement of Clause 4.2.2 (A) (i) shall be met by lead member of the JV members. The requirement of Clause 4.2.2 (A) (ii) the threshold technical capacity should be satisfied collectively by all JV members.
- (ii) The Technical and Financial Capacity of all the Members of Joint Venture would be taken into account for satisfying the above conditions of eligibility. Further, Lead Member shall meet at least 60% requirements of Financial Capacity required as per Clause 4.2.2 (B) and each of other JV members shall meet at least 30% requirement of Financial capacity as per Clause 4.2.2 (B) For avoidance of doubt it is further clarified that the Joint Venture must collectively and individually satisfy the above qualification criteria. JV as a whole shall cumulatively / collectively fulfil the 100% requirement.

**4.3. Change in composition of the Joint Venture.**

Change in the composition of a Joint Venture will not be permitted by the Employer during the Bid Stage and after the award of work till the scope is completed in all respects

**4.4. Number of Bids and costs thereof**

- 4.4.1. No Bidder shall submit more than one Bid for the Project. The Bidder applying individually or as a member of a Joint Venture shall not be entitled to submit another Bid either individually or as a member of any Joint Venture, as the case may be.
- 4.4.2. The Bidder shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. The Employer will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

**4.5. Site visit and verification of information**

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to the risk, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site, whether he inspect it or not and no extra charges consequent on any misunderstandings or he inspect it or not and no extra charges consequent on any



misunderstandings or otherwise shall be allowed. Concept Layout Plan is attached for reference.

The dimensions/ area statement highlighted in the concept plan are indicative in nature only.

#### **4.6. Acknowledgement by Bidder**

- 4.6.1. Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself of the scope and specifications of the work to be done.
- 4.6.2. The Employer shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFQ cum RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Employer.

#### **4.7. Right to accept or reject any or all Applications/ Bids**

- 4.7.1. Notwithstanding anything contained in this RFQ cum RFP, the Employer reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Employer rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 4.7.2. The Employer reserves the right to reject any Application and/ or Bid if:
  - (a) at any time, a material misrepresentation is made or uncovered, or
  - (b) The Bidder does not provide, within the time specified by the Employer, the supplemental information sought by the Employer for evaluation of the Bid.

If the Bidder is a Joint Venture, then the entire Joint Venture may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified/ rejected, then the Employer reserves the right to:

- (i) invite the next lowest Bidder to match the price bid of the first lowest bidder
- (ii) Take any such measure as may be deemed fit in the sole discretion of the Employer, including annulment of the Bidding Processes.

4.7.3. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the Defects Liability Period, that one or more of the bid conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the LOA or entering into the turnkey Agreement, and if the Bidder has already been issued the LOA or has entered into the turnkey Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ cum RFP, be liable to be terminated, by a communication in writing by the Employer to the Bidder, without the Employer being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Employer may have under this RFQ cum RFP, the Bidding Documents, the turnkey Agreement or under applicable law.

4.7.4. The Employer reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ cum RFP. Any such verification or lack of such verification by the Employer shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Employer thereunder.

4.7.5. Checklist for Submission

The Bidder shall submit the BID online along with other supporting scanned documents as mentioned below:

S. No.	Check List for Physical Submission of Technical Bid Documents to DMICDC Office	Attached	
		Yes	No
1	Tender Processing Fee <b>Rs. 50,000/- (Plus applicable GST) (non-refundable)</b>		
2	Bid Security in form of DD / Pay Order <b>Rs. 10,00,000/-</b>		
3	Joint Bidding Agreement, if applicable		
4	Power of Attorney for Authorized Representative		
5	Power of Attorney for Lead Member of Joint Venture, if applicable		

S. No.	Check List for online submission of Technical Bid Documents	Attached	
		Yes	No
1	Tender Documents Duly Signed & Stamped		
2	(Letter comprising the Technical BID) Appendix-I;		
3	Tender Processing Fee <b>Rs. 50,000/- (Plus applicable GST) (non-refundable)</b>		
4	Bid Security in form of DD / Pay Order <b>Rs. 10,00,000/-</b>		
5	Power of Attorney for Authorized Representative		
6	Joint Bidding Agreement (if applicable)		
7	Power of Attorney for Lead Member of Joint Venture, if applicable		
8	Integrity Pact as per Appendix - VII		
9	Non-Disclosure Agreement as per Appendix-VIII		

10	Copy of PAN & GST		
11	Proof of average annual financial turnover of firm during last 3 years ending 31 <sup>st</sup> March 2018 (i.e. 2015-16, 2016-17 & 2017-18) equal or more than 30% of the estimated cost. The copies of Balance sheet and auditor's report / CA Certificate for the Financial Year viz FY 2015 – 16, FY 16 – 17, FY 2017 – 18		
12	Proof of having successfully completed similar works during last 3 years ending last 31 <sup>st</sup> March 2018 (i.e. 2015-16, 2016-17 & 2017-18) equal or more than as per following:		
	a. At least 3 similar completed works costing more than or amount equal to 40% of the estimated cost. The copies of completion certificate are to be enclosed <b>OR</b>		
	b. At least 2 similar completed works costing more than or amount equal to 50% of the estimated cost. The copies of completion certificate are to be enclosed <b>OR</b>		
	c. At least 1 similar completed works costing to more than or amount equal to 80% of the estimated cost. The copies of completion certificate are to be enclosed		
13	All the above certificates /documents shall be submitted by the firms duly signed with seal and uploaded online. The original shall be produced for verification as and when required.		

S. No.	Check List for online submission of Financial Bid Documents	Attached	
		Yes	No
1	Letter comprising the Financial Bid- Appendix-I B		
2	Price Bid - Appendix-I B Annex- I		

#### 4.7.6. Physical Submission of Technical Bid Documents to DMICDC Office

Each of the documents to be submitted physically shall be placed in a sealed envelope and addressed to: The Employer's address details as given below:

ATTN. OF: CEO & MD, DMICDC  
ADDRESS: Room No. 341-B, III Floor,  
Hotel Ashok, Diplomatic Enclave,  
50-B, Chanakyapuri, New Delhi – 110021  
FAX NO: +91-11-26118889  
E-MAIL: [tenders@dmicdc.com](mailto:tenders@dmicdc.com)

4.7.7. If the envelopes are not sealed and marked as instructed above, the Employer assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

- 4.7.8. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

#### **4.8. Clarifications and Amendments to Tender Documents**

- 4.8.1. Interested Parties may seek clarification on this tender document within 7 days from date of floating of tender document. Any request for clarification must be sent to below mentioned email address:

Email: [tenders@dmicdc.com](mailto:tenders@dmicdc.com) The Client will endeavour to respond to all the queries.

- 4.8.2. Amendment of tender documents:

At any time prior to the deadline for submission of Bid, the Employer may, for any reason, whether at its own initiative or in response to clarifications requested by the Bidder, modify the RFQ cum RFP by the issuance of Addenda.

Any Addendum thus issued will be published only on the website <https://eprocure.gov.in/eprocure/app> and [www.dmicdc.com](http://www.dmicdc.com)

In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Employer may, in its sole discretion, extend the Bid Due Date.

#### **4.9. Preparation and submission of Bid**

- 4.9.1. Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

- 4.9.2. Format and signing of Bid Application

The Bidder shall provide all the information sought under this RFQ cum RFP. The Employer will evaluate only those Bids that are received online in the required formats and complete in all respects and Bid Security, Tender Document Fee, POA and are received in Hard copies. Incomplete and /or conditional Bids shall be liable to rejection.

#### 4.9.3. Bid Due Date

Bids should be submitted online before 1500 hours IST on the Bid Due Date, and physical documents should be submitted at the address provided in the Data Sheet before 1500 hours IST on the Bid Due Date in the manner and form as detailed in this RFQ cum RFP.

The Employer may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders.

#### 4.9.4. Late Bids

Bids received by the Employer after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

### 4.10. Modifications/ substitution/ withdrawal of Bids

4.10.1. The Bidder may modify, substitute or withdraw its e- BID after submission prior to the BID Due Date. No BID shall be modified, substituted or withdrawn by the Bidder on or after the BID Due Date & Time.

4.10.2. Any alteration / modification in the BID or additional information supplied subsequent to the BID Due Date, unless the same has been expressly sought for by the Employer shall be disregarded.

4.10.3. For modification of e-BID, bidder has to detach its old BID from e-tendering portal and upload / resubmit digitally signed modified BID.

4.10.4. For withdrawal of BID, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-BID.

4.10.5. Before withdrawal of a BID, it may specifically be noted that after withdrawal of a BID for any reason, bidder cannot re-submit the e-BID.

### 4.11. Evaluation Process

#### Evaluation of Technical Bids

4.11.1. Bids for which a notice of withdrawal has been submitted shall not be opened.

4.11.2. The Employer will subsequently examine and evaluate Bids in accordance with the provisions set out in this tender document.

- 4.11.3. Bidders are advised that qualification of Bidders will be entirely at the discretion of the Employer. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 4.11.4. Any information contained in the Bid shall not in any way be construed as binding on the Employer, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 4.11.5. The Employer reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all bid (s) without assigning any reasons.
- 4.11.6. If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Employer may, in its sole discretion, exclude the relevant project/similar work from computation of the Eligible Score of the Bidder.
- 4.11.7. In the event that a Bidder claims credit for an Eligible Project and such claim is determined by the Employer as incorrect or erroneous, the Employer shall reject such claim and exclude the same from computation, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Employer reserves the right to reject the Application and / or Bid in accordance with the provisions of this tender document.
- 4.11.8. After evaluation of Technical Bids as per the Evaluation Criteria, the Employer will inform the technically responsive Bidders whose financial bids shall be opened. The Employer shall notify other bidders that they have not been technically responsive. The Employer will not entertain any query or clarification from Bidders who fail to qualify.

#### **4.12. Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the qualified Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Employer in relation to or matters arising out of, or concerning the Bidding Process. The Employer will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Employer may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Employer or as may be required by law or in connection with any legal process.

#### **4.13. Clarifications of Bids/ Shortfall Documents**

4.13.1. To facilitate evaluation of BIDs, the Employer may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Employer for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

4.13.2. If the Bidder does not provide clarifications sought under **Clause 4.13.1** above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Employer may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Employer.

#### **4.14. BID Security**

4.14.1. The BID Security (Refundable) of **Rs. 10,00,000/-** is to be submitted through Pay Order/Demand Draft drawn in favour of Delhi Mumbai Industrial Corridor Development Corporation Limited payable at New Delhi.

No interest will be payable on BID SECURITY. In the case of successful bidder, earnest money deposit will be adjusted towards the security deposit or it may be forfeited in case the successful bidder refuses to accept the award of supply or fails to complete the required formalities within the specified and permitted time. The earnest money is refundable to the unsuccessful bidders only after the finalization of the tender. The tender without BID Security will be summarily rejected.

- a) Any BID not accompanied by the BID Security shall be summarily rejected by the Employer as non-responsive.
- b) Bid Security of the unsuccessful Bidder(s) will be returned within 30 days, without any interest, upon the selected bidder signing the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- c) The Selected Bidder's BID Security will be returned within 30 days, without any interest, upon the selected bidder signing the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Employer may, at the Selected Bidder's option, adjust the amount of BID Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Agreement.
- d) The Employer shall be entitled to forfeit and appropriate the BID Security as Damages inter alia in any of the events specified in Clause below herein below. The Bidder, by submitting its BID pursuant to this RFQ cum RFP, shall be deemed to have acknowledged and confirmed that the Employer will suffer loss and damage on account of withdrawal of its BID or for any other default by the Bidder during the period of BID validity as specified in this RFQ cum RFP.

- e) The BID Security shall be forfeited and appropriated by the Employer as damages payable to the Employer for, inter-alia, time cost and effort of the Employer without prejudice to any other right or remedy that may be available to the Employer under the bidding documents and / or under the Agreement, or otherwise, under the following conditions:
- i. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in GCC of this RFQ cum RFP;
  - ii. If a Bidder withdraws its BID during the period of Bid validity as specified in this RFQ cum RFP and as extended by mutual consent of the respective Bidder(s) and the Employer;
  - iii. In the case of Selected Bidder, if it fails within the specified time limit –
    - 1. to sign and return the duplicate copy of LOA.;
    - 2. to sign the Agreement within the time frame as mentioned in the Turnkey Agreement;
    - 3. to furnish the Performance Security within the period prescribed therefore in the Agreement or in this RFQ cum RFP; or
    - 4. fail to commence the work within the stipulated time period prescribed in the contract.
- f) In case the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.

4.14.2. Within 7 (Seven) working days from the date of Letter of Award, the successful bidder shall furnish a performance security of 5 % of Contract Value in accordance with the provisions and format given in the agreement.

#### **4.15. Prices to be in Figures and Words**

The BID shall be furnished in the format exactly as per **Appendix-I B Annex-I**, clearly indicating the BID amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

In case, there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected. When there is a difference between the prices in figures and words, the price in words shall prevail.



Such discrepancy in an offer shall be conveyed to the Bidder by asking him to respond by a target date and if the bidder does not agree or rectifies the discrepancy, the same is liable to be rejected.

- a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- c) Whenever there is a difference between the Financial Quote (as submitted by the Applicant) and the corrected value (after arithmetic verification), the lower of the two values will prevail.

# Section 05:

## Criteria for Evaluation

## Section 05: Criteria for Evaluation

### 5.1. Evaluation parameters

- 5.1.1. Only those Bidders who meet the eligibility criteria specified in Section 4, Clause No. 4.2 above shall qualify for evaluation under this Section 5. Bids of firms/ Joint Venture who do not meet these criteria shall be rejected.
- 5.1.2. The Bidder's competence and capability is proposed to be established by the following parameters:
  - a) Technical Capacity
  - b) Financial Capacity

### 5.2. Technical Capacity for purposes of evaluation

- 5.2.1. Eligible Experience in respect of each category shall be measured only for Similar Works submitted along with Completion Certificates.

For a work to qualify as an Eligible work for the similar work (**Clause 4.2.2**) category the Bidder should have executed the works fully during the 3 (Three) financial years immediately preceding the Bid Due Date submitted along with the Completion Certificate. For the avoidance of doubt, construction works shall not include supply of goods or equipment alone except when such goods or equipment form part of a turn-key construction contract / EPC contract/Design Build Contract for the work mentioned.

### 5.3. Financial information for purposes of evaluation

- 5.3.1. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor / CA shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports / CA Certificate and Balance Sheet for 3 (Three) years.
- 5.3.2. The Bidder must establish the minimum Financial Criteria specified in **Clause 4.2.2 (B)**, and provide details as per format at **Annex-II B of Appendix-I**.

### 5.4. Qualification of Bidders

- 5.4.1. The Bidders meeting the qualification requirements as per this RFQ cum RFP shall be notified officially after due verification of their credential information in support of qualification.

5.4.2. The bidder shall also upload the following documents along with the bid to enable the Employer to have an insight into the understanding of the tender and preparedness of the bidder toward the tender:

- a) Company profile: - The bidder should provide a company profile showcasing all the projects and works undertaken by it in the past with all the relevant information therein.
- b) Project Approach & execution methodology. Softwares to be used for planning and material control.
- c) A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of Bidding Document.
- d) The technical evaluation as specified in this tender will be carried out only for those Applicants who submit the EMD amount and tender fee as prescribed in this tender.

## **5.5. Opening of Financial Bid**

5.5.1. Based on this technical evaluation, a list of technically qualified Applicants shall be prepared. Only the Financial Proposals of technically qualified Applicants will be opened. The Applicant quoting the lowest amount shall be preferred for award of project (the "Selected Applicant") while the second ranked Applicant will be kept in reserve.

5.5.2. The Financial Proposals will be opened publicly in the presence of Bidders' representatives who choose to attend. The name of the Bidder and the quoted prices will be read aloud and recorded when the Financial Proposals are opened. Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.

## **5.6. Selection of Bidder**

5.6.1. The Bidder whose BID is adjudged as responsive in terms of provisions of this tender document and who quotes lowest price shall be declared as the selected Bidder (the "Selected Bidder").

If the Bid of the successful Bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.

In the event that the Employer rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.

- 5.6.2. In the event that two or more Bidders quote the same BID price (the "Tie BIDs"), the Employer shall identify the Selected Bidder by the following criteria
- i. The bidder who has executed larger carpet area of Office spaces in last 3 (Three) years will be considered as selected bidder.
  - ii. In case of a tie, bidder qualify or does not qualify under above clause, then the bidder who has executed a larger value of contracts will be considered as the "selected bidder".
- 5.6.3. After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Employer to the Selected Bidder and the Selected Bidder shall, within 3 (three) working days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Employer may, unless it consents to extension of time for submission thereof, appropriate the BID Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.
- 5.6.4. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the bidder to execute the Agreement within a period of 7 working days from the issuance of LoA. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

# Section 06:

## Special Conditions of Contract

## Section 06: Special Conditions of Contract

### 6.1. Order of Priority of Contract Documents

Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e. a document appearing earlier shall override the document appearing subsequently:

- 1) Agreement
- 2) Letter of Acceptance of Tender
- 3) Special Conditions of the Contract
- 4) General Conditions of Contract
- 5) Broad Scope of work
- 6) Drawings
- 7) Relevant codes and Standards
- 8) Technical Specifications

### 6.2. Contract Agreement

The Contractor shall enter into and execute the Contract agreement in the form of agreement (Section: 10) within 07 working days from the date of issue of Letter of Acceptance. The stamp papers of the requisite value as per the prevailing laws shall be provided by the Contractor at his own cost. Original agreement shall be retained by the Employer/Engineer and a certified copy shall be made available to the Contractor.

### 6.3. Contractor's Representative

When the Contractor is not in a position to be present, he shall keep responsible representative at site or work place during all working hours, who shall present himself to the Engineer, Engineer's Representative or their Assistants. The instructions and orders given to the Contractor's representative shall be deemed to have the same force as if they have been given to the Contractor. The Contractor should furnish the necessary Power of Attorney in favour of his representative for the purpose of this clause. Failure on part of the Contractor to comply with this provision shall constitute a breach of Contract and may lead to action under **Clause 6.5**.

### 6.4. Subcontracting

- 6.4.1. The Contractor may subcontract only upto 30% of the contract value. The Contractor shall not subcontract the whole of the works. The Contractor shall not subcontract any part of the works without the prior consent of the Engineer in writing. Any such consent shall not relieve the Contractor from any of his liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his representative, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor.
- 6.4.2. Provided always that execution of specific works by petty contactors, or on piecework basis, under the personal supervision of the Contractor, shall not be deemed to be subcontracting under this clause.

### **6.5. Provisions of Efficient and Competent Staff**

- 6.5.1. The Contractor shall employ and keep on the works at all times efficient and competent staff to give necessary directives to his workers to see that they execute works in a safe and proper manner. The Contractor shall employ only such supervisors and workmen as are capable, careful, and skilled.
- 6.5.2. The Contractor shall appoint and nominate a key personal, preferably an Architect, who will head the Contractor's design unit and shall be responsible for preparation of preliminary and detailed designs & shop drawings and their approval during execution from the client / employer.
- 6.5.3. The Engineer shall be at liberty to object to and order the Contractor to remove forthwith from the works, any person employed by the Contractor in or about the execution of works or maintenance of works, who, in the opinion of the Engineer, mis-conducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Engineer to be undesirable and such person shall not be employed again in the works without the written permission of the Engineer. Any person so removed from the works shall be replaced within 7 working days by a competent substitute.

### **6.6. Design and Construction Phase**

The dimensions/ area statement highlighted in the concept plan are indicative in nature only.

The Design Phase shall immediately commence upon issuance of LOA to the Contractor. Contractor's submittals during Design Phase for the Scope of Works shall include the following stages: -

- i. Working Drawings (WD)
- ii. Shop Drawings (SHD)



### iii. As-Built Drawings (ABD)

However, their approval shall be taken by the contractor from the employer and Employer shall duly communicate approvals or any comments therein with a period of 3 working days. If no response is received from employer within the stipulated period of 3 working days, it may be construed as deemed approval.

## 6.7. Specifications and Drawings

6.7.1. The Contractor shall keep at site in good condition one copy of latest approved Specifications and Drawings and also such other Contract documents as may be necessary and make them available to the Client/Employer/Engineer or his Representative at all reasonable times. Any specification & drawing shall not be used on any other work or communicated to a third party by the Contractor.

### 6.7.2. Adherence to Specifications and Drawings

The work shall be executed in perfect conformity with the specifications and drawings of the Contract issued to the Contractor by the Engineer from time to time. If the Contractor does any work or part of work in a manner contrary to the specifications or drawings without the approval of the Engineer, he shall bear all the costs arising there from including dismantling and reconstruction strictly in accordance with the specifications and drawings and shall be responsible for all the losses/delays to the Employer/Engineer. The term drawings in this sub-clause also includes the drawings prepared by the Contractor and approved by the Engineer.

### 6.7.3. Meaning & Intent of Specifications and Drawings

If any ambiguity arises as to the meaning and intent of any portion of the specifications and drawings or as to execution or quality of any work or material or as to the measurement of the works, the decision of the Engineer thereon shall be final and binding.

## 6.8. Terms of Payment

Payment shall be made on account against the (Running Account) R.A. Bills only to be produced by the Contractor and verified by the Engineer In Charge / Authorized Officer of DMICDC. The R.A. Bills can be put up maximum once as per the payment schedule.

Schedule of Completion of works and Payment Terms: The work shall be completed as per the following milestones. The payment shall be released against each item only on completion of the respective milestone or part thereof.

### Payment Schedule

Sr. No.	Deliverables Description	Payment Percentage
1.	Demolition, Design & Drawing approval by client	15%
2.	50% Material Supply	10%
3.	Completion of flooring	10%
4.	False Ceiling and Partitions Completion	10%
5.	Completion of 75% works	15%
6.	After Successful completion of works	35%
7.	Retention After Successful completion of One year	5%

- 6.8.1. Advance Payment: - The Employer shall make an interest-bearing advance payment @ 10% simple interest per annum - (the "Advance Payment"), equal in amount to 10 (ten) percent of the Contract Value, for mobilization expenses and for acquisition of equipment. Advance Payment will be payable only after signing of contract and submission of an irrevocable and unconditional guarantee from a Bank for an amount equivalent to 110% (one hundred and ten per cent) of such instalment. Advance payment can only be claimed by the contract in only one instance.
- 6.8.2. The advance payment shall be repaid through percentage deductions from the stage payments determined by the Employer in accordance with stage payment schedule as per **Clause 6.8**, as follows:
- i. Deductions shall commence from Payment Schedule Second Item i.e. 50% material supply; and
  - ii. Deductions shall be made at the rate of 25% (Twenty Five percent) of each Payment as per payment schedule with interest until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid along with interest prior to the time when 75% (Seventy Five percent) of the Contract Value has been certified for payment.
- 6.8.3. If the Advance Payment has not been fully repaid prior to Termination under **Clause 7.68**, as the case may be, the whole of the balance then outstanding shall immediately become due and payable by the Contractor to the Authority. Without prejudice to the provisions of **Clause 6.8.2**, in the event of Termination for Contractor Default, the Advance Payment shall be deemed to carry interest at the rate of 10% (ten per cent) per annum from the date of Advance Payment to the date of recovery by encashment of the Bank Guarantee for the Advance Payment. For the avoidance of doubt, the aforesaid interest shall be payable on each instalment of the Advance Payment, regardless of whether the instalment or any part thereof has been repaid to the Authority prior to Termination.
- 6.8.4. The retention money of 5% of the contract value will be deducted from final bill and will be payable to the contractor at the end of defect liability period.

6.8.5. All applicable statutory deduction to be done by the client before release of any payment to the Contractor.

## 6.9. Performance Bank Guarantee

6.9.1. The Contractor shall, for the performance of its obligations hereunder during the Construction Period, provide to the Employer performance security, within 07 (Seven) working days of the date of LOA. Performance Security may be furnished in the form of an Account Payee Demand Draft, Bank Guarantee, Fixed Deposit Receipt from a nationalized or commercial scheduled bank, issued/confirmed from the bank in an irrevocable and unconditional Guarantee in the form set forth in **Appendix V** (the "Performance Security") for an amount equal to 5.0% (five percent) of the Contract Value. The Performance Security shall be valid until 60 (sixty) days after the Defects Liability Period. Until such time the Performance Security is provided by the Contractor pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security, the Employer shall release the Bid Security to the Contractor.

6.9.2. In the event the Contractor fails to provide the Performance Security within 07 (seven) working days of the date of LOA, it may seek extension of time for a period not exceeding 5 (five) days on payment of Damages for such extended period in a sum calculated at the rate of 0.5% (zero point five per cent) of the Contract Value for each day until the Performance Security is provided.

### 6.9.3. Extension of Performance Security

The Contractor may procure the extension of the validity of the Performance Security, as necessary, at least 2 (two) months prior to the date of expiry thereof. Upon the Contractor providing an extended Performance Security, the previous Performance Security shall be deemed to be released and the Employer shall return the same to the Contractor within a period of 7 (seven) business days from the date of submission of the extended Performance Security.

### 6.9.4. Appropriation of Performance Security

Upon occurrence of a Contractor's Default, the Employer shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Contractor's Default. Upon such encashment and appropriation from the Performance Security, the Contractor shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Contractor shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Employer shall be entitled to terminate the

Agreement in accordance with **Clause 7.68 of GCC**. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Contractor shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the Contractor's Default, and in the event of the Contractor not curing its default within such Cure Period, the Employer shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in accordance with **Clause 7.68 of GCC**.

#### 6.9.5. Release of Performance Security

The Employer shall return Performance security after successful completion of the Defect Liability Period.

### 6.10. Retention Money

#### 6.10.1. Retention Money:

Retention money for the contract shall be recovered from final bill of the Contractor @ 5% of Contract value.

No interest shall be payable to the Contractor on the amount retained in cash towards retention money.

#### 6.10.2. Release of Retention Money:

The Retention Money shall be released to the Contractor after preparation of final bill and acceptance of the same by the Contractor and after the expiry of the defect liability period specified in the Contract, reckoned from the date on which the Engineer shall have issued the Certificate of Completion comprising the whole of works. The retention money shall be released after all failures, defects, imperfections, shrinkages and faults have been rectified by the Contractor to the satisfaction of the Engineer and Defect Liability certificate is issued by the Engineer.

Upon occurrence of a Contractor's Default, the Employer shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant amounts from the Retention Money as Damages for such Contractor's Default.

### 6.11. Completion Period

The work is required to be completed within a period as specified in the 'Appendix to Tender' from the date of issue of letter of acceptance. The completion period indicated in the tender documents is for the entire work of planning, designing, supplying, installation, testing, commissioning, taking all statutory approvals/license and handing over of the entire system to the satisfaction of the Engineer-in-charge.

## **6.12. Defect Liability Period**

- 6.12.1. All equipment & works shall be guaranteed for a period of 12 months from the date of taking over the installation by the department against unsatisfactory performance and/or break down due to defective design / installation / workmanship / material. The Contractor shall be responsible for removing all the defects, free of cost, of all the equipment or components, or any part thereof, during the defect liability period as specified in the Appendix to Tender by way of repair/ rectification / replacement.
- 6.12.2. In case it is felt by the Engineer-In-Charge that undue delay is being caused by the contractor in rectifying the defects, the same will be got done by the Engineer-In-Charge at the risk and cost of the contractor. The decision of the Engineer-in-Charge in this regard shall be final.

## **6.13. Programme of Work**

The Contractor shall submit the programme for completion of work to the Engineer for his approval within 7 days from the date of receipt of letter of acceptance. Unless otherwise directed, the programme shall be in the form of Bar-Chart showing proposed execution of quantities of principal items of work. The programme shall be related to the capability of equipment proposed to be deployed and site conditions. The Contractor shall also provide in writing methodology for execution of major items of work as desired by the Engineer in Chief. The submission and approval of such programme shall not relieve the Contractor of any of his duties or responsibilities or obligations under the contract. The Engineer shall have full power and authority during the progress of work, to issue such instructions as may be necessary for the proper and adequate execution of the work.

## **6.14. Co-Ordination with Other Agencies**

Work shall be carried out in such a manner that the work of other Agencies operating at the site is not hampered due to any action of the Contractor. Proper Co-ordination with other Agencies like LIC, NDPL, BSES, MCD, NDMC, Police, Suppliers of Bought out items that will be provided by the employer etc. will be Contractor's responsibility. In case of any dispute, the decision of DMICDC shall be final and binding on the contractor. No claim whatsoever shall be admissible to the contractor on this account.

## **6.15. Approvals**

Obtaining all statutory/ departmental/ building management approvals for the complete execution of the works shall be deemed to be included in quoted rates and shall be the sole responsibility of contractor.

## **6.16. Base Rates**

All the base rates mentioned in the Contract are FOR site and includes applicable taxes, loading/unloading, lifting, transportation etc.

### **6.17. Joint and several liability**

If the Contractor has formed a Consortium of two or more persons for implementing the Project:

- a) these persons shall, without prejudice to the provisions of this Agreement, be deemed to be jointly and severally liable to the Employer for the performance of the Agreement; and
- b) the Contractor shall ensure that no change in the composition of the Consortium is affected without the prior consent of the Employer.

Without prejudice to the joint and several liability of all the members of the Consortium, the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Contractor for the Contract Value. The Contractor shall ensure that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the Employer shall be entitled to rely upon any such action, decision or communication of the Lead Member. The Employer shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the inter se allocation of payments among members of the Consortium.

### **6.18. Liquidated Damages**

If the delay in the completion of the whole works or a part of the works, beyond stipulated completion period, is due to the Contractor's failure or fault, and the Engineer feels that the remaining works or the portion of works can be completed by the Contractor in a reasonable and acceptable short time, then, the Engineer may allow the Contractor extension or further extension of time, for completion, as he may decide, subject to the following:

The contractor shall pay a penalty at rate of 0.5% (half percent) of the total Contract Value applicable for each day of delay in completion date or part thereof subject to a maximum of 10% of the total contract value.

### **6.19. Insurance**

6.19.1. Depending on the nature of work, Contractor's All Risk (CAR) shall be obtained by Contractor at his own cost as per the requirement. At the time of taking policy, possible time over-run, if any, may be taken into account in deciding the period/validity of the policy. The above insurance shall cover the risks normally covered under the CAR policy. Any item not covered under the above policy shall be the responsibility of the Contractor.

6.19.2. Before commencing of works, it shall be obligatory for the Contractor to obtain, at his own cost, insurance cover in the joint name of the Contractor and Employer from reputed companies under the following requirements:

- a) Liability for death of or injury to any person or loss of or damage to any property (other than the work) arising out the performance of the Contract.
- b) Construction Plant, Machinery and Equipment brought to site by the Contractor.
- c) Any other insurance cover as may be required by the law of the land.

The Contractor shall provide evidence to the Employer/Engineer before commencement of work at site that the insurances required under the contract have been affected and shall within 30 days of the commencement date, provide the insurance policies to the Employer/Engineer. The Contractor shall, whenever, called upon, produce to the Engineer or his representative the evidence of payment of premiums paid by him to ensure that the policies indeed continue to be in force.

The Contractor shall also obtain any additional insurance cover as per the requirements of the Contract.

The Employer/Engineer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or his sub-contractor or petty contractor. The Contractor shall indemnify and keep indemnified the Employer/Engineer against all such damages and compensation for which the Contractor is liable.

The Policies of the Contractor shall remain in force throughout the period of execution of the works and till the expiry of the defect liability period except for any specific insurance covers necessary for shorter period.

If the Contractor fails to effect or keep in force or provide adequate cover as acceptable to the Engineer in the insurance policies mentioned above, then in such cases, the Engineer may affect and keep in force any such insurance or further insurance on behalf of the Contractor. The recovery shall be made at the rate of 1.5 times the premium/premiums paid by the Engineer in this regard from the payment due to the Contractor or from the Contractor's Performance Security. However, the Contractor shall not be absolved from his responsibility and/or liability in this regard.

## **6.20. Supply of Water and Electric Power**

For the execution of the works, the Contractor shall be responsible for procuring of all power, water and other services that it may require. The distribution of the same for the execution of works including proper lighting, ventilation etc. shall be the sole responsibility of the Contractor. No claims for the same made by the Contractor shall be entertained at any cost by the Employer. The contractor, at no additional costs, shall also make arrangements for the usage of the same by other agencies/ contractors appointed by the Employer.

## **6.21. Implementation of Quality Management System**

6.21.1. The Contractor shall follow and implement Quality Management System as per IS/ISO-9001-2000.

6.21.2. The Contractor shall execute the work following the safety policy of PNBHFL which shall include providing safety equipment, safety shoes, helmets to all workers, erecting of safety barricades and displaying safety posters and instructions about awareness for safety.

6.21.3. The Contractor shall arrange timely calibration of all his measuring and testing equipment at his own cost from reputed laboratory and supply of calibration certificates to the Engineer.

6.21.4. The Contractor shall ensure maintenance and overhauling of all his plant and machinery to satisfy the requirements of IS/ISO-9001-2000.

6.21.5. The Contractor shall arrange to provide test certificates issued by manufacturers for materials supplied by him or arrange to test the materials at his own cost in a reputed laboratory and supply test certificates to the Engineer.

The Contractor shall implement full process control by issue of work instructions and check lists and maintaining latest drawings, specifications and codes.

## **6.22. Compliance to Public Procurement (Preference to Make in India), Order 2017**

The contractor shall ensure strict compliance to PPP-MII Order 2017 and its subsequent amendments issued by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.

Also, all the guidelines pertaining to Government of India must be followed for procurement.



## **6.23. Bonus for Early Completion**

- 6.23.1. In the event that the Project Completion Date occurs 15 days prior to the Scheduled Completion Date, the Contractor shall be entitled to receive a payment of bonus equivalent to 1% (one per cent) of the Contract Value. Provided, however, that the payment of bonus, if any, shall be made only after the issue of the Completion Certificate.
- 6.23.2. For the avoidance of the doubt, the Parties agree that for the purpose of determining the bonus payable hereunder, the Contract Value shall always be deemed to be the amount specified Definitions clause under GCC, and shall exclude any revision thereof for any reason. The Parties also agree that bonus shall be payable only if each work for which Extension of Time has been granted is completed within respective Extended Time.

# Section 07:

## General Conditions of Contract

## Section 07: General Conditions of Contract

### 7.1. Definitions

In the Contract, as herein after defined, the following word expressions shall have the meanings hereby assigned to them, except where the context requires otherwise.

- a) **"Client or Employer or Owner"** means the Delhi Mumbai Industrial Corridor Development Corporation Ltd., (DMICDC in abbreviation) acting through its CEO & MD or any other authorized officer and shall include their legal successors in title and permitted assignees.
- b) **"Engineer or Engineer in Charge or Engineer's Representative"** means the officer or TPI authorized by the Employer to act on his behalf and for the purpose of operating the contract.
- c) **"TPI or Third-Party Inspector"** means an independent Agency hired/engaged by the employer for supervision of works. For all practical purposes, the contractor would report to TPI for all day to day activities.
- d) **"Contractor"** means the individual, firm, Company, Corporation or joint venture whether incorporated or not, who enters into the Contract with the Employer/Engineer, and shall include its heirs, executors, administrators, successors, legal representatives, as the case may be.
- e) **"Contractor's Representative"** shall mean the person responsible for execution of the contract who shall be so declared by the Contractor and who shall be authorized under a duly executed power of attorney to comply the instructions and to use, receive materials issued by the Engineer to the Contractor for works. He shall be capable of taking responsibility for proper execution of works.
- f) **"Sub-Contractor"** means the individual, firm, Company, Corporation, Joint Venture or Consortium, having direct Contract with the Contractor and to whom any part of the work has been sublet by the Contractor and shall include his heirs, his executors, administrators, successors, legal representatives, as the case may be.
- g) **"Other Contractors"** means the individual, firm, Company, Corporation, Joint Venture or Consortium employed by or having a Contract directly or indirectly with the Client/Employer/Engineer other than the Contractor.
- h) **"Tenderer or Bidder"** means the individual, firm, Company or Corporation, Joint Venture submitting a bid/tender.
- i) **"Scheduled Bank"** means a bank included in the second schedule to the Reserve Bank of India Act, 1934, or modification thereto.

- j) **"Contract"** shall mean and include the, Agreement or Letter of Acceptance, the accepted Bill of Quantities and Rates, the General Conditions of Contract, Special Conditions of Contract, Appendix to Tender, Form of Bid, Instructions to the Tenderers, Drawings, Specifications and other Tender Documents.
- k) **"Tender or Bid"** means the offer (Technical and Financial) made by individual, firm, Company, corporation or joint venture for the execution of the works.
- l) **"Specifications"** means the specifications referred to in the Contract and any modification thereof or addition thereto, or as may from time to time be furnished or approved in writing by the Engineer.
- m) **"Drawings"** means the Concept Drawings annexed to the Contract or referred in it and shall include any modifications of such Drawings and further Drawings as may be issued or approved by the Engineer.
- n) **"Bill of Quantities (BOQ)"** means list of items of work, their quantities and rates.
- o) **"Original Contract Value"** means the sum stated in the letter of Acceptance/Contract Agreement.
- p) **"Contract Value / Contract Price"** means the original contract value subject to the adjustments in accordance with the provisions of the Contract.
- q) **"Temporary Works"** means all enabling works of every kind required for the execution of the works.
- r) **"Permanent Work(s) / Work(s)"** means the works (other than temporary works) to be executed in accordance with the Contract or part/s thereof as the case may be and shall include extra or additional, altered or substituted items of work as required for performance of the Contract.
- s) **"Construction Plant"** means all machinery, appliances or things of whatsoever nature required for the execution, completion and maintenance of the works, but does not include material or other things intended to form or forming part of the permanent works.
- t) **"Site"** means the land and/or other places on, under, in or through which the works are to be carried out, and any other lands or places provided by the Client/Employer/Engineer for the purpose of the Contract.
- u) **"Material/s"** means all equipment, components, fittings and other materials including raw materials, which form part of the permanent works.

- v) **"Test"** means such tests as prescribed in the Contract or by the Engineer or Engineer's Representatives, whether performed by the Contractor or by the Engineer or his Representative, or any agency approved by the Engineer.
- w) **"Approval or Approved"** means approval in writing including subsequent written confirmation of previous verbal approval.
- x) **"Defect Liability Period"** means the specified period of defects liability from the date of completion of the work as certified by the Engineer.
- y) **"Letter of Acceptance"** means the letter from the Employer or the Engineer to the Contractor, conveying acceptance of the Tender.
- z)
  - i) **"Month"** means the Gregorian calendar month.
  - ii) **"Day"** means the calendar day.
  - iii) **"Time"** expressed by hours of the clock shall be according to the Indian Standard time.
  - iv) **"Tender Date"** means closing date fixed for receipt of tenders as per RPF or extended by subsequent notification.
- aa) **"Rupees"** (or Rs. in abbreviation) shall mean Rupees in Indian currency.
- bb)
  - i) **"corrupt practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner, whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning this Contract, or any official of the Government or the State Government etc before or after the execution thereof (including in course of performance under or pursuant to this Contract), at any time prior to the expiry of one (1) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of this Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or this Contract, who at any time has been or is a legal, financial or technical adviser to the Client in relation to any matter concerning the Project;
  - ii) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;

iii) **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Client under or pursuant to the Contract;

iv) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Employer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

v) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **7.2. Heading and Marginal Notes**

The top heading and marginal notes given in the tender or Contract documents are solely for the purpose of facilitating reference and shall not be deemed to be part thereof and shall not be taken into consideration in the interpretation or consideration thereof.

## **7.3. Notices, consents, Approvals, Certificates and Determination**

Wherever in the Contract provision is made for giving or issue of any notice, consent, approval certificate or determination, it shall be in writing and the words notify, certify or determine shall be construed accordingly.

## **7.4. Measurements and Arithmetic Conventions**

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down

## **7.5. Singular, Plural and General**

Words importing the singular only also include the plural and vice versa where the context requires. Similarly, words importing masculine gender also include the feminine gender.

## **7.6. Communication and Language of Contract**

All notices, communications, references and complaints by either party to the Contract shall be in writing in English. Communication from only authorized representative of the Contractor shall be entertained.

## **7.7. Language of Contract**

The Contract document shall be drawn up in English.

## **7.8. Laws Governing the Contract**

The Contract shall be governed by the laws in force in India.

## **7.9. Contractor's Understanding**

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

## **7.10. Communication Between Employer/Engineer and Contractor**

### **7.10.1. Instructions in writing**

Instructions given by the Engineer shall be in writing, provided that if for any reason the Engineer considers it necessary to give any instructions orally, the Contractor shall comply with such instructions. Confirmation in writing of such oral instruction given by the Engineer, whether before or after carrying out of the instructions, shall be deemed to be instructions within the meaning of this sub-clause.

The Contractor shall also be bound to carry out any instructions issued by Client as confirmed by the Engineer.

7.10.2. All certificates, notices, written orders or letters, to be given by the Employer or the Engineer to the Contractor, shall be deemed to have been served, if the same are delivered to the Contractor or his authorised representative, or delivered or left at or posted to the given address of the Contractor or Contractor's registered office or principal place of business or communicated electronically. Such documents shall be deemed to have been received on the day they are left or delivered, or in the case of postal transmission, on the day they would ordinarily have reached but not exceeding 7 days from the date of posting inclusive of day of posting, in any case.

## **7.11. Notices to Employer and Engineer**

All notices to be given to the Employer or to the Engineer, under the terms of the contract, shall be served by sending by Speed/Registered post or by delivering the same or electronically, to the respective nominated addresses.

## **7.12. Change of Address**

Either party may change the nominated address by prior written notice to the other party.

## **7.13. Change in constitution of Firm**

In case of any change in the constitution of Contractor's firm, the same shall forthwith be notified by the Contractor to the Engineer and the Employer.

## **7.14. Obligations of the Employer**

7.14.1. The Employer shall, at its own cost and expense, undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder. All communications relating to contract management, project management, design management up to handover on this project shall be submitted to the Engineer in Chief for final approval of Employer.

7.14.2. The Scope of the Project, Project Facilities, Specifications and Standards and the criteria for testing of the completed Works are for reference purposes and their responsibility shall finally rest with the contractor.

7.14.3. The Employer shall ensure release of timely payments, advances, extra item approvals.

## **7.15. Duties of Engineer and Engineer's Representative**

### **7.15.1. Duties and Authority of Engineer**

The Engineer shall carryout the duties specified or implied in the Contract including issue of instructions, decisions, certificates and orders, as are specified in the contract, or necessary for the observance / administration of the Contract and expeditious and timely completion of the work.

### **7.15.2. Duties and authority of Engineer's Representative**

The Engineer's Representative shall be responsible to the Engineer. His duties are to supervise the work and to test and examine any materials to be used or workmanship employed in connection with the works. He can issue day to day instructions to the Contractor in Site Order Book, which should be noted and complied by the Contractor. He shall have no authority to relieve the Contractor of any of his duties or obligations under the Contract, nor except as expressly provided hereunder or elsewhere in the Contract, to order any work involving delay or any extra payment by the Employer, nor to make any variation of or in the works. He is authorized to measure the works for the purpose of payment.

## **7.16. Obligations of the Contractor**



#### **7.16.1. General Responsibility of the Contractor**

The Contractor shall comply with the provisions of the Contract with due care and diligence to design (to the extent provided for in the Contract), execute, complete and maintain the works and remedy the defects in accordance with the provisions of the Contract. The Contractor shall provide all superintendence, labour, materials, plant, & Equipment and all other things, whether of a temporary or permanent nature, required in and for such design, execution, completion and maintenance of works and rectification of any defects, as directed by the Engineer or his Representative.

#### **7.16.2. Site Operations and Methods of Execution:**

The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and method of construction. Provided that the Contractor shall not be responsible for the design and specifications of Permanent works or for the design or specifications of any temporary works provided by the Engineer. Where the Contract expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall be fully responsible for that part of such works, notwithstanding any approval by the Engineer.

#### **7.16.3. Appraisal of Errors / Omissions in the Drawings:**

The Contractor shall promptly inform in writing to the Engineer of any error, omission, fault and other defects, in the design, drawings or specifications for the works which are noticed while reviewing the Contract documents or in the process of execution of the works.

#### **7.16.4. Compliance with Regulations and Bye-laws:**

The Contractor shall comply with the statutory provisions relating to the works, regulations and by-laws of any local authority and undertaking, including those controlling the utilities such as water supply, sewerage, telephones, power supply, etc., in whose jurisdiction the work is to be executed. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws, as aforesaid. It shall be the responsibility of the Contractor to arrange all necessary clearances and approvals from the concerned authorities or undertakings before the work is taken up. However, assistance, if any, may be provided by Employer/Engineer/Client.

#### **7.17. Commencement of Work**

The Contractor shall commence the works within the time limit as specified in the Letter of Acceptance.

#### **7.18. Access to Site of Work.**

#### **7.18.1. Access to Engineer**

The Engineer or the Engineer's Representative, shall at all times have access to the works and to all workshops and places, where work is being performed and from where materials, manufactured articles or machinery are being obtained for the works, and the Contractor shall afford every facility and every assistance in obtaining the right to such access.

#### **7.18.2. Access Road**

The Contractor shall provide necessary access roads to the site of work, from the nearest public thoroughfare/right of way, at his own cost, unless otherwise provided for in the contract.

#### **7.19. Setting Out**

The Contractor shall be responsible for the true and proper setting out of the works using his own survey instruments, appliances and labour. If at any time during the progress of works, any error appears or arises in any part of the work, the Contractor on being required to do so by the Engineer, shall at once rectify such error, to the satisfaction of the Engineer. The Contractor shall also provide all necessary assistance in the form of labour and materials to Engineer or his representatives for checking the set out with his own instruments. The checking of any setting out, or of any line or level by the Engineer's representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof. The Contractor shall carefully protect and preserve all bench marks, reference pillars, pegs, and other things used in setting out the works.

#### **7.20. Temporary Works**

- i) All temporary works necessary for the proper execution of the works shall be provided and maintained by the Contractor at his own cost. All detailed working drawings, design, design calculations and fabrication drawings for important temporary works as decided by the Engineer, shall be prepared by the Contractor at his own cost and forwarded to the Engineer at least 7 days in advance of actual constructional requirements for his approval. Such approval shall not, however, relieve the Contractor of any of his responsibility in connection with the temporary works.
- ii) When the temporary works are no longer required, the Contractor shall remove the same at his own cost. In the event of failure on the part of the Contractor to remove the temporary works, the Engineer will cause them to be removed and cost incurred for removal, supervision, and other incidental charges shall be recovered from the Contractor.

#### **7.21. Indemnity by the Contractor**

#### **7.21.1. Indemnity against all actions of Contractor**

The Contractor shall hold and save harmless and indemnify the Client/Employer/Engineer and their employees, from all actions, suits, proceedings, loss, costs, damages, charges, claims, liabilities and demands of every nature and description brought against or recovered from the Client/ Employer/Engineer and their employees by reason of any act or omission, negligence and errors of the Contractor and /or his representative and/or his Employees and/or his sub-contractors in the execution of the works or in the guarding of the same. All the sums payable by Client/ Employer/ Engineer by way of compensation under any of these conditions, shall be recovered from the dues of the Contractor, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

#### **7.21.2. Indemnity against all Claims of Patent rights and Royalties**

The Contractor shall hold and save harmless and indemnify the Client/Employer, his officers and Employees from and against all claims and proceedings for or on account of infringement by the Contractor of copyright, any patent rights, design, trademark or name, secret process, patented or un-patented invention, articles or appliances manufactured or used for or in connection with the works and from and against all claims, proceedings, costs, damages, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall pay all royalties, taxes, rent and other payments or compensation, if any, for getting the materials required for the works and due fulfilment of the contract and indemnify Client/Employer/Engineer against any claims in this regard.

#### **7.22. Damage to Life and Property**

The Contractor shall be responsible for all risks to works, nearby existing structures and life of his supervisors and workmen as also those of Employer/Client or any trespassers from whatever cause in connection with the works until these are taken over by Client/Employer/Engineer. The Contractor shall make good at his own expenses all loss or damages to life and property.

#### **7.23. Safety of Public and Public Utilities**

- i. Existing road or water courses or passage or staircases or any other utility shall not be blocked, cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer in Chief. All compensation claimed by any Department/Organization for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor or his staff shall be recovered from any moneys due to the Contractor.
- ii. During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage. Water supply, sewer lines, Electrical

and Telecommunication cables/wires etc. which may be interrupted by reason of execution of works shall be protected/diverted and maintained by the Contractor at his own cost. Barriers, lights and other safeguards as prescribed by the Engineer for the regulation of traffic including watchmen necessary to prevent accidents shall be provided by the Contractor at his own cost.

- iii. The Contractor shall be responsible for taking all precautions to ensure safety of the public utilities and public in the vicinity of works and shall post such watchmen at his own cost as may, in the opinion of the Engineer, be necessary to comply with the regulations applying to the work and to ensure safety.
- iv. Should the Contractor fail to implement the provisions as required in the above sub-clauses, the Engineer may provide necessary arrangements and the cost of the same shall be recovered from the Contractor's payments/dues.

## **7.24. Other Safety Provisions**

### **7.24.1. Safety of Labour and others**

The Contractor shall, at his own expense, arrange for the safety provisions as required by any law in force, in respect of the labour employed directly or indirectly for performance of the works, and shall provide all facilities in connection therewith.

### **7.24.2. Safety of works**

The Contractor shall provide and maintain at his own cost, all lights, guards, signage, signalmen, fencing and watching arrangements when and where necessary, or as required by the Engineer for the protection of the works or for safety and convenience of those employed on works or of the public.

7.24.3. Mere observance of these precautions shall not absolve the Contractor of his liability in case of loss or damage to property, or injury to or death of any employee/labour of Contractor, Client or Employer/Engineer or any member of the public.

### **7.24.4. Recovery of the cost from the Contractor**

Should the Contractor fail to implement the provisions as required in the preceding Sub-Clauses **7.24.1 & 7.24.2**, the Engineer may provide necessary arrangements and the cost of the same shall be recovered from the Contractor's payments/dues.

## **7.25. Care of Works**

From the commencement of the work until completion, acceptance and final takeover of the works by the Engineer, the Contractor shall take full responsibility for the care of all works including temporary works, materials, goods and equipment. In case any damage,

loss or injury happens to the work or to any temporary works from any cause whatsoever, the Contractor shall at his own cost repair and make good the same so that on completion and at the time of final take over, the work shall be in good condition and in conformity in every respect with the requirements of the contract and the Engineer's instructions.

#### **7.26. Dismantled Materials**

The Contractor shall not use, sell or otherwise dispose of, or remove, except for the purpose of this Contract sand, clay, furniture, light fittings, air conditioners or any other substance or materials, which may be obtained from any excavation made or dismantling done. All such items shall be the property of the Client. The Contractor may be permitted by the Engineer to use the same for the purpose of works on mutually agreed payment terms.

#### **7.27. Work During Night**

Unless specifically provided elsewhere in the Contract, the Contractor shall not carry out any work between sunset and sunrise without the prior permission of the Engineer. In case of any grave emergency or in order to avoid risk to property and life or to prevent damage to utilities or to restore them, work may be done at night also without the prior permission of the Engineer, but intimation to this effect should be sent to him immediately. Under any circumstances, no increase in rates or extra payment shall be admissible for the night work. The Contractor shall make adequate lighting and safety arrangements for night working. He shall also be responsible for any claim on account of any injury to or loss of life, of any one, arising out of inadequate lighting, safety arrangements or due to any other failure of the Contractor.

#### **7.28. Stores, Yards**

The Contractor shall at his own expense provide and maintain store-houses and yards at such locations and in such numbers as in the opinion of the Engineer are necessary for carrying out the works. The Engineer and the Engineer's representatives shall have free access to the said storehouses and yards at any time for the purpose of inspecting the stock of materials and plant so kept in hand. Any materials or plant which the Engineer may object to shall not be brought upon or used in the works and shall forthwith be removed from the storehouses or yards by the Contractor.

#### **7.29. Materials and items to be provided by the client**

##### **7.29.1. Materials to be supplied by the Client.**

The client will provide plug and play items which are not enlisted in the bill of quantities. After the acceptance of tender, the Contractor shall make request in writing to the Client/Employer for the materials to be supplied by the Client/Employer.

#### **7.29.2. Cost to be borne by Contractor**

The Contractor shall bear the cost of loading, transporting to site, unloading, storing safely under cover, as required for all materials issued by the client.

#### **7.30. Tools, Plant and Equipment**

Except for any specific item mentioned in the contract, the Contractor shall have to make his own arrangements, at his own cost, Plant, Machinery and Equipment required for execution and completion of all works to the entire satisfaction of the Engineer. This shall also include all other associated equipment, tools/tackles, spare parts, POL, consumables, stores, manpower as required for the execution of works.

#### **7.31. Plant and Materials of The Contractor**

Contractor's plant/materials at site to be exclusive to the work

All plant and materials brought on the site by the Contractor be deemed to be exclusively intended for the execution of the work or part of the work and the Contractor shall not remove the same without the permission of the Engineer till completion of work or part of work.

#### **7.32. Removal of Constructional Plant/Materials from Site**

Upon completion of the works, the Contractor shall remove from the site all the said constructional plant remaining thereon and unused materials belonging to the Contractor.

#### **7.33. Loss or Damage to Constructional Plant/Materials**

The Employer/Engineer shall not at any time be liable for the loss of or damage to any of the said constructional plant, temporary works or materials.

#### **7.34. Assistance to Contractor for Re-Export of Plant**

In respect of any constructional plant which the Contractor shall have imported for the purposes of the works, the Employer may assist the Contractor, where required in procuring any necessary government consent for re-export of such constructional plant by the Contractor after the completion of the works.

#### **7.35. Assistance to Contractor for Customs Clearance**

The Employer may assist the Contractor, where required, in obtaining clearance through the customs of constructional plant, material and other things required for the works. This

shall not dilute in any way the Contractors' obligations and responsibilities under the contract.

### **7.36. Contractor to Keep Site Clear**

During the progress of works, the Contractor shall keep the site reasonably clean and free from obstructions and shall store neatly construction plant and materials.

### **7.37. Health and Sanitary Arrangements for Workers**

7.37.1. No quarters shall be provided by the Employer for the accommodation of Contractor or any of his staff employed on works.

7.37.2. Provision of labour Camp

The Contractor, shall, at his own expense, make adequate arrangements for the housing, supply of drinking water, electricity, canteen and provision of latrines and urinals, for his staff and workmen employed for the work.

7.37.3. Compliance with Rules for employment of labour

The Contractor shall comply with all laws, bye-laws, rules and regulations in force, pertaining to employment of local or imported labour, and shall take all necessary precautions to ensure and preserve the health and safety of all staff/workmen, employed on the works directly or through petty Contractors or sub-Contractors.

7.37.4. Medical facilities at site

The Contractor shall, at his own cost, provide first aid and medical facilities at site as may be prescribed by the Engineer.

7.37.5. Use of Intoxicants

The Contractor shall also ensure that no labour or employee is permitted to work at the site in an intoxicated state or under the influence of any drugs or drinks.

### **7.38. Engagement of Labour**

The Contractor shall make his own arrangements for the engagement of all labour, except as provided otherwise in the contract.

The Contractor shall not employ any labour below the age prescribed in any labour legislation, directly or through petty Contractors or sub-Contractors, for execution of the work.

## **7.39. Wages of Labour**

### **7.39.1. Wages under relevant laws.**

In dealing with labour and employees, the Contractor and his subcontractors (including piece rate and petty Contractors) shall comply fully with all prevailing laws and statutory regulations such as:

- i) Workmen's Compensation Act, 1923
- ii) Payment of Gratuity Act, 1972
- iii) Employees Provident Funds and Miscellaneous Provisions Act, 1952
- iv) Maternity Benefits Act, 1951
- v) Contract Labour (Regulations and Abolition) Act, 1970
- vi) Minimum Wages Act 1948
- vii) Payment of Wages Act 1936
- viii) Payment of Bonus Act 1965
- ix) Child Labour (Prohibition and Regulation) Act 1986
- x) The Buildings and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and Cess Act of 1996
- xi) The Factories Act 1948;

and other laws or Regulations framed by competent legislative authorities from time to time as may be applicable. In accordance with the various Acts and Regulations with all upto date amendments, the Contractor shall ensure that he and his subcontractors (including petty and piece rate Contractors) observe strictly inter alia the following:

- a. Wages paid are not less than those prescribed.
- b. Wages and other dues are paid regularly and in time.
- c. Liens/licenses are obtained as required under any of the acts or regulations.
- d. Maintain prescribed records, submit necessary statements to authorities concerned and display required notices.
- e. Take prompt action on any instructions / directions from the authorities under various labour laws.

## **7.40. Reporting of Accidents Involving Labour**

The Contractor shall be responsible for safety of all employees/labour employed by him on works, directly or through petty Contractors or sub-Contractors and shall report accidents, occurring on works to the Client/Employer or his representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. In case of fatal accident, it will be Contractor's responsibility to report accident to police keeping the Client/Employer informed of the same. The compensation for affected workers or their relatives shall be paid by the Contractor in such cases with utmost expedition in accordance with the Workmen's Compensation Act.



## **7.41. Repair to Damages**

The Contractor shall be responsible for rebuilding/ repairs of any damage by any reasons not attributable to the design defect (where design is supplied by Engineer/ Client) during execution of works or Defect Liability Period. In case the Contractor is unable or unwilling to execute such repair works promptly, the Engineer may get the same done by engaging another agency or using labour, materials and resources as may be considered necessary and the cost of such remedial works shall be recovered from the Contractor's dues. The decision of the Engineer regarding reasons of the damage shall be final and binding.

## **7.42. Materials and Workmanship**

### **7.42.1. Material and workmanship as per Specifications**

- i. All materials and workmanship shall be as per the contract and in accordance with the Engineer's instructions and shall be subjected to such tests as the Engineer/Employer may direct. The Contractor shall provide all such assistance, instruments, machines, labour and materials required for examining, measuring and testing any work and materials used. The Contractor shall supply samples of material before incorporating in the works for testing as may be selected and required by the Engineer.
- ii. The sources of materials to be used in the works shall be intimated to the Engineer and are subject to his approval.

### **7.42.2. Supply of sample**

All samples shall be supplied by the Contractor at his own cost.

### **7.42.3. Cost of tests of Materials and Workmanship**

The cost of carrying out any tests in a reputed laboratory as acceptable to the Engineer shall be borne by the Contractor except for the materials to be supplied by the Client/Employer.

## **7.43. Removal of Improper Materials and Works**

- i. The Engineer shall have the authority to order in writing from time to time:
  - a. The removal from site within specified time, of any material, which in the opinion of the Engineer, is not in accordance with the Specifications and Conditions of the Contract.
  - b. The substitution of defective material by approved quality material; and

- c. The removal and proper re-execution, notwithstanding any previous decision or interim payment thereof, of any work which in respect of materials or workmanship is not, in the opinion of the Engineer, in accordance with the contract.
- ii. In case of default on the part of the Contractor in carrying out such order, the Employer shall be entitled to get the same done by engaging another agency or by deploying labour, materials and other resources. All such cost shall be recovered from the Contractor's dues.

#### **7.44. Examination of Work Before Covering Up**

No work or part of work shall be covered up or put out of view, without the prior approval of the Engineer or the Engineer's representative. If any work shall be covered up or put beyond the reach of inspection/measurement without the prior approval of the Engineer or Engineer's representative, the same shall be uncovered by the Contractor at his own cost.

#### **7.45. Suspension of Works Ordered by The Engineer**

The Contractor shall, on the order of the Engineer, suspend the works or any part thereof, for such time, and in such manner, as the Engineer may consider necessary, and shall during such suspension, properly protect and secure the works so far as it is necessary in the opinion of the Engineer.

The Contractor shall not be entitled to extra cost, if any, incurred by him during such suspension if such suspension is on account of weather conditions or requirement for execution of works or provided for in the Contract or for less than 30 days at a time for any other reason. The Contractor shall, however, be entitled for extension of time for completion of work as the Engineer may consider proper having regard to the period of suspension. However, if the suspension is ordered by the Engineer due to any default of the Contractor such as defective materials, workmanship etc., the Contractor shall not be entitled to any extension or extra cost incurred.

#### **7.46. Delay and Extension of Contract Period**

- 7.46.1. The time allowed for execution and completion of the works or part of the works as specified in the contract, shall be essence of the contract on the part of the Contractor.

7.46.2. As soon as it becomes apparent to the Contractor, that the work and / or portions thereof (required to be completed earlier), cannot be completed within the period(s) stipulated in the contract, or the extended periods granted, he shall forthwith inform the Employer/Engineer and advise him of the reasons for the delay, as also the extra time required to complete the works and / or portions of work, together with justification therefor. In all such cases, whether the delay is attributable to the Contractor or not, the Contractor shall be bound to apply for extension well within the period of completion/extended period of completion of the whole works and / or portions thereof.

7.46.3. Extension due to modifications

If any modifications are ordered by the Engineer or site conditions actually encountered are such, that in the opinion of the Engineer the magnitude of the work has increased materially, then such extension of the stipulated date of completion may be granted, as shall appear to the Engineer to be reasonable.

7.46.4. Delays not due to Employer/Contractor.

If the completion of the whole works (or part thereof which as per the contract is required to be completed earlier), is likely to be delayed on account of:

- a. Any force majeure event referred to in **Clause 7.60** or
- b. Delay on the part of other Contractors engaged directly by the Client/Employer, on whose Progress the performance of the Contractor necessarily depends or
- c. Any relevant order of court or
- d. Any other event or occurrence which, according to the Engineer is not due to the Contractor's failure or fault, and is beyond his control;

The Engineer may grant such extensions of the completion period as in his opinion is reasonable.

7.46.5. Delays due to Employer.

In the event of any failure or delay by the Employer in fulfilling his obligations under the contract, then such failure or delay, shall in no way affect or vitiate the contract or alter the character thereof; or entitle the Contractor to damages or compensation thereof but in any such case, the Engineer shall grant such extension or extensions of time to complete the work, as in his opinion is / are reasonable.

7.46.6. Engineer's decision on compensation payable being final

The decision of the Engineer as to the compensation, if any, payable by the Contractor under this clause shall be final and binding.

**7.46.7. Time to continue to be treated as the essence of contract in spite of extension of time.**

It is an agreed term of the contract that notwithstanding grant of extension of time under any of the sub-clauses mentioned herein, time shall continue to be treated as the essence of contract on the part of the Contractor.

**7.47. Death of Contractor / Partner**

If the Contractor is an individual or a sole proprietary concern, and the individual or a sole proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, in that case, unless the Employer/Engineer is satisfied that the legal representative of the individual Contractor or of the sole proprietor, as the case may be, or in the case of partnership firm, all surviving partners are capable of carrying out and completing the contract, the Employer/Engineer shall be entitled to rescind the contract as to its incomplete part. In that event, the Employer shall not be liable to pay any compensation to the legal heirs of the deceased Contractor and / or to the surviving partners of the Contractor's firm, on account of such cancellation of contract. The Engineer's decision as to whether the legal representatives of the deceased Contractor or surviving partners of the Contractor are capable of carrying on and completing the contract shall be final and binding on the parties. Provided further that the legal representatives of the deceased Contractor or the surviving partners shall also not be liable to pay any damages, alleged or actually suffered by the Employer/Client, in respect of incomplete part of the contract. Any liability incurred by the deceased Contractor, or by the deceased partner of the contracting firm, before his death, shall be recovered from the legal representatives of the deceased Contractor or from the surviving partners of the said contracting firm as the case may be.

**7.48. Employment of Retired Officers / Engineer of Employer/ Engineer.**

No Officer/Engineer of the Employer is allowed to work as a Contractor or his employee for a period of two years after his retirement/resignation from the service of the Employer without the prior permission of the Employer.

**7.49. Modification to Contract**

In the event of any provisions of the contract requiring to be modified after the agreement has been signed, the modifications shall be made in writing and signed by the Employer/Engineer and the Contractor or his authorised representative. Such modifications will not be effective until the same have been signed by both the parties. Any verbal or written arrangements for abandoning, modifying extending, reducing or supplementing the contract, or any of the terms thereof shall be deemed to be provisional and shall not be binding on the Employer/Engineer unless and until the same are incorporated in a formal instrument and signed by the Employer/Engineer and the Contractor.

## 7.50. Rates for Items of Work to be all Inclusive

- i. The rates entered in the accepted Bill of Quantities of the Contract, shall be all-inclusive and provide for works duly and properly completed in accordance with terms and conditions of the Contract and processes as mentioned in specifications and drawings (including revised drawings), relevant codes whether mentioned or not in the nomenclature of the item in Bill of Quantities. All rates quoted in the tender shall also deemed to include except specifically provided otherwise in the Contract:
  - All materials, labour, tools and plant, stores, centring, shuttering, etc.
  - Construction/Erection, maintenance and removal of all temporary works.
  - All watching, lighting, pumping and draining unless otherwise provided for.
  - All barriers and arrangements for safety of the property, utilities, public or employees/workers during the execution of works.
  - All sanitary and medical arrangements for labour camps.
  - The setting out of all works of construction, repair and up-keep of all centre lines, benchmarks, reference pillars etc.
  - Site clearance except specifically provided otherwise in the Contract.
- ii. Nothing extra shall be payable over the quoted rates, except as specifically provided in the Contract.
- iii. The Contractor shall bear the cost of all royalties, fees and other payments in respect of patents, patents right and license(s) which may be payable to patentee, licensee or other person or corporation and shall obtain all necessary licenses/ permissions. In case of any breach (whether wilfully or inadvertently) by the Contractor of this provision, the Contractor shall indemnify Employer, Engineer and their employees against all claims, proceedings, damages, costs, charges, loss and liability which they or any of them may sustain, incur or be put to by reason or in consequence directly or indirectly of such breach and against payment of any royalties, damages or other money which the Employer/Engineer may have to make to any persons or pay in total to the patent rights in respect of the users of any machine, instruments, process, articles matter or thing constructed, manufactured, supplied or delivered by the Contractor under this contract.

## 7.51. Change of Scope

### 7.51.1. Change of Scope

The Employer may, notwithstanding anything to the contrary contained in this Agreement, require the Contractor to make modifications/alterations to the Works ("Change of Scope") before the issue of the Completion Certificate either by giving an instruction or by requesting the Contractor to submit a proposal for Change of Scope involving additional cost or reduction in cost. Any such Change of Scope shall be made and valued in accordance with the provisions of this **Clause 7.51**.

7.51.2. Change of Scope shall mean:

- a) change in specifications of any item of Works given in the tender;
- b) Any additional work, Plant, Materials or services which are not included in the Scope of the Project, including any associated Tests on completion of construction.

7.51.3. If the Contractor determines at any time that a Change of Scope will, if adopted, (i) accelerate completion, (ii) reduce the cost to the Employer of executing, maintaining or operating the Project Works, (iii) improve the efficiency or value to the Employer of the completed Project Works, or (iv) otherwise be of benefit to the Employer, it shall prepare a proposal with relevant-details at its own cost. The Contractor shall submit such proposal, supported with the relevant details and the amount of reduction in the Contract Price to the Employer to consider such Change of Scope. The Employer shall, within 7 (seven) days of receipt of such proposal, either accept such Change of Scope with modifications, if any, and initiate proceedings therefore in accordance with this **Clause 7.51** or reject the proposal and inform the Contractor of its decision. For the avoidance of doubt, the Parties agree that the Contractor shall not undertake any Change of Scope without the express consent of the Employer.

## 7.52. Procedure for Change of Scope

7.52.1. In the event of the Employer determining that a Change of Scope is necessary, it may direct the Employer to issue to the Contractor a notice specifying in reasonable detail the works and services contemplated thereunder (the "Change of Scope Notice")

7.52.2. Upon receipt of a Change of Scope Notice, the Contractor shall, with due diligence, provide to the Employer and the Employer's Engineer such information as is necessary, together with preliminary documentation in support of:

- a) the impact, if any, which the Change of Scope is likely to have on the Project Completion Schedule if the works or services are required to be carried out during the Construction Period; and
- b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including the following details:
  - (i) break down of the quantities, unit rates and cost for different items of work;
  - (ii) Proposed design for the Change of Scope; and
  - (iii) proposed modifications, if any, to the Project Completion Schedule of the Project Works.

For the avoidance of doubt, the Parties expressly agree that, subject to the provisions of **Clause 7.52.5 (ii)**, the Contract Value shall be increased or decreased, as the case may be, on account of Change of Scope.

7.52.3. The Contractor's quotation of costs for the items not included in the original scope of work shall be determined on the following principles: -

- a) the latest available edition of Delhi Schedule of Rates (DSR) Published by CPWD will be adopted for the valuation of any works which are not already covered by the items included in Price Schedules. Payments for the Variations Items shall be made in INR only.
- b) the market rates substantiated with well negotiated quotations, followed by work order and/ or Tax Invoice shall be considered only when the executed variation items are not covered under Price Schedule or the above referred schedule of rates. A fixed percentage of 15% shall be added to cover the Contractor's Overhead and Profit for the rates evaluated under this category (b). These rates shall be considered only after approval of Employer/Engineer.
- c) In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para:
  - i) If the market rate for the substituted item so determined is more than the market rate of agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
  - ii) If the market rate for the substituted item so determined is less than the market rate of the agreement (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted)

7.52.4. Upon reaching an agreement, the Employer shall issue an order (the "Change of Scope Order") requiring the Contractor to proceed with the performance thereof. In the event that the Parties are unable to agree, the Employer may:

- a) issue a Change of Scope Order requiring the Contractor to proceed with the performance thereof at the rates and conditions approved by the Employer till the matter is resolved in accordance with **Clause 7.61**; or
- b) The contractor shall submit the Change Management request. The provisions of this Agreement, insofar as they relate to Works and Tests, shall apply mutatis mutandis to the works undertaken by the Contractor under this **clause 7.52**.

#### 7.52.5. Restrictions on Change of Scope

- (i) No Change of Scope shall be executed unless the Employer has issued the Change of Scope Order.
- (ii) Unless the Parties mutually agree to the contrary, the total value of all Change of Scope Orders shall not exceed 10 (ten) per cent of the Contract Value.
- (iii) Notwithstanding anything to the contrary in this **Clause 7.52**, no change made necessary because of any default of the Contractor in the performance of its obligations under this Agreement shall be deemed to be Change of Scope, and shall not result in any adjustment of the Contract Value or the Project Completion Schedule.

#### 7.53. Lien in Respect of Claims in Other Contracts

Any moneys due to the Contractor either alone or jointly with others, including the performance guarantee amount returnable to him may be withheld or retained or encashed by exercise of lien by the Client/ Employer/Engineer against any claim of the Client/ Employer/Engineer or any other branch, office department or subsidiary of the client/Employer/Engineer in respect of a sum of money arising out of or under any contract other than the present contract made by the Contractor alone or jointly with the client/ Employer/Engineer or any other branch, office, department or subsidiary of the client/ Employer/ Engineer. It is agreed term of contract that the sum of money so withheld or retained under this clause by the client/Employer/Engineer, shall be kept withheld or retained till the claims arising out of or under the contract, are either mutually settled or as per the **Clause 7.64**, or by the competent court, as the case may be and that the Contractor shall have no claim for interest or damages whatsoever on this account or any other account, in respect of any sums of money withheld retained, under this clause and duly notified to the Contractor.

#### 7.54. Mode of Payment and Tax Deduction at Source

7.54.1. All payments to the Contractor shall be made by account payee cheques or RTGS.

7.54.2. Tax deduction at source:

Income tax and GST shall be deducted from the payments credited/released by Employer to the Contractor against execution of work as per law of the land. The deductions shall be made as per prescribed rates prevalent from time to time unless a tax exemption certificate is produced by the Contractor. Amount of tax deduction shall be deposited with the concerned authorities and tax deduction certificate shall be issued by Employer. The Employer shall deduct at source taxes/duties under any other law/statute as may be applicable at the time of making payments. The Contractor shall furnish to the Employer registration No. under works tax and PAN (for TDS), as applicable.



## **7.55. Tests on Completion**

- 7.55.1. Visual and physical test: The employer shall conduct a visual and physical check of construction to determine that all works and equipment forming part thereof conform to the provisions of this Agreement.
- 7.55.2. Other tests: The employer may require the Contractor to carry out or cause to be carried additional tests, in accordance with Good Industry Practice, for determining the compliance of the Project with Specifications and Standards.
- 7.55.3. A Joint inspection will be conducted between the contractor and employer and the punch list shall be prepared for any incomplete works. Contractor to complete all the works / items specified in the punch list with in a maximum time of period of 15 days. Henceforth, employer shall determine the completeness of works / items specified in the punch list and upon satisfactory completion of the aforesaid works shall issue to the contractor, the completion certificate.

## **7.56. Completion Certificate**

- 7.56.1. As soon as the work is completed, the Contractor shall give notice of such completion, whether of the whole of the works, or of any part of the work, for which a separate date of completion is stipulated in the contract, to the Employer/Engineer, and the Engineer. Within 7 working days of receipt of such notice, employer shall inspect the work and also arrange for carrying out of such tests as may be prescribed under the contract or ordered by the Engineer.
- 7.56.2. If the Engineer notices any incomplete item of work or any defect, which is to be rectified by the Contractor, or if any part or whole of the work fails to pass the specified tests, the Engineer shall furnish to the Contractor, the list of all such incomplete items of work, deficiencies, defects, failure to pass tests, etc., and may refuse to issue a Certificate of Completion to the Contractor.
- 7.56.3. If in the opinion of the Engineer the work has been satisfactorily completed and has satisfactorily passed final test or tests that may be prescribed, the Engineer shall issue a certificate of completion showing the date of completion in respect of the work. The defect liability period, if any, shall commence from the date of completion indicated in such certificate. Provided that the Engineer may issue such a certificate with respect to any part of the works, before the completion of the whole of the works, which has been so completed and/or used by the Client/Employer. When any such certificate is given in respect of a part of the work, such part shall be considered as completed and the defect liability period of such part shall commence from the date of completion indicated in such certificate.

#### 7.56.4. Completion certificate not to absolve the Contractor from his Responsibilities:

The Certificate of Completion of Works referred to in **Sub-Clause 7.56.3** shall not absolve the Contractor from his liability to make good defects, imperfections and shrinkages or faults, which may appear during the defect liability period specified in the contract, arising in the opinion of the Engineer from materials or workmanship being not in accordance with the Contract. These shall be rectified and made good by the Contractor at his own cost. In case of the default on the part of the Contractor, to so make good the defects or deficiencies, the Employer may employ labour, plant and machinery and materials or appoint another agency or Contractor, to make good such defects, imperfections, shrinkages and faults, and all expenses consequent and incidental thereto, shall be recovered from any money due to the Contractor under the contract including the Performance Security amount or from any money payable to the Contractor by the Employer/Engineer, under any other contract.

#### 7.56.5. Clearance of Site on Completion

On completion of works, the Contractor shall clear and remove from site all constructional plant, surplus materials, rubbish and temporary works of every kind, and leave the whole of the site of work clean, tidy and in a workman like condition to the satisfaction of the Employer/Engineer. This will be one of the pre-conditions for making the final payment to the Contractor. Such clearance may be made by the Employer through any other agency at the expense of the Contractor in the event of the Contractor's failure to comply with this provision within 4 days after receiving notice to that effect from the Engineer.

### 7.57. Defect Liability Certificate

7.57.1. In the contract, the expression "Defect Liability Period" shall mean the period of defect liability prescribed elsewhere in the contract, commencing from the date of completion of the works, as certified by the Engineer.

The Contractor shall maintain, rectify and make good at his own cost any defects/deficiencies, which may develop in the work or as notified by the Engineer during Defect Liability Period. However, maintenance during Defect Liability Period shall not include day to day upkeep, cleaning, custody and security of the work.

7.57.2. The contract shall not be considered as completed, until a Defect Liability Certificate has been issued by the Engineer stating that the works have been completed and maintained to his satisfaction. Defect Liability certificate shall be issued by the Engineer, upon expiry of Defect Liability period or as soon thereafter as any works ordered during such period, have been completed to the satisfaction of the Engineer.

7.57.3. No certificate other than "Defect Liability Certificate" shall be deemed to constitute final approval of the work or part of the work for which it is issued.

### **7.58. Unfulfilled Obligations**

Notwithstanding the issue of Defect Liability Certificate, the Contractor and the Employer shall remain liable for the fulfilment of any unfulfilled obligations under the provision of the contract, prior to the issue of the Defect Liability Certificate, and for the purpose of determination of the nature and extent of any such obligation, the contract shall be deemed to remain in force between the parties thereto.

### **7.59. Production of Vouchers**

7.59.1. The Contractor, whenever required, shall produce for examination by the Employer/Engineer, any quotation, invoice, cost or other account books, vouchers, receipts, letters, memoranda or any copy of or extract from any such documents and also furnish information and returns, as may be required, relating to the execution of this contract. The Engineer's decision on the question of relevancy of any documents, information or returns shall be final and binding on the Contractor.

7.59.2. If any part or item of the work is allowed to be carried out by a sub-Contractor, the Engineer shall have power to secure the books of such sub-Contractor, through the Contractor, and shall have power to examine and inspect the same.

### **7.60. Force Majeure**

7.60.1. If, at any time during the currency of the contract, the performance of any obligation (in whole or in part) by the Employer or the Contractor shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake or any other act of God, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory, rules, regulations, orders or requisitions issued by a Government department or competent authority (hereinafter referred to as "event") then, provided notice of the happening of such an event is given by either party to the other within 14 days of the occurrence thereof.

- a. Neither party by reason of such event be entitled to terminate the contract or have claim for damages against the other in respect of such non-performance or delay in performance.
- b. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.

- c. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of the event beyond a period of 90 days, the contract may be fore-closed with mutual consent by giving a notice of 15 days without any repercussions on either side.
- d. In case of doubt or dispute, whether a particular occurrence should be considered an “event” as defined under this clause, the decision of the Employer/Engineer shall be final and binding.
- e. Works that have already been measured shall be paid for by the Employer even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any work that has been measured shall be borne by the Employer.
- f. If the contract is fore-closed under this clause, the Contractor shall be paid fully for the work done under the contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The Employer shall have the option to take over any plant and material lying at site, at rates provided for in the contract, failing that, as per rates which are determined to be fair and reasonable by the Employer/Engineer.

7.60.2. If no notice is issued by either party regarding the event within 14 days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.

### **7.61. Settlement of Disputes**

All disputes, if any, arising out of this contract shall be referred by either party to the CEO & MD – Delhi Mumbai Industrial Corridor Development Corporation Limited, New Delhi whose decision shall be final and binding.

### **7.62. Jurisdiction of Courts**

Jurisdiction of courts for dispute resolution shall be New Delhi.

### **7.63. Unforeseeable difficulties**

Except as otherwise stated in the Agreement:

- a. The Contractor accepts complete responsibility for having foreseen all difficulties and costs of successfully completing the Works;
- b. The Contract Value shall not be adjusted to take account of any unforeseen difficulties or costs; and

- c. The Scheduled Completion Date shall not be adjusted to take account of any unforeseen difficulties or costs.

#### **7.64. Security of Site**

The Contractor shall be wholly responsible for security of site, materials, equipment, Stores and yards

- a. The Contractor shall be responsible for keeping unauthorized persons off the Site and
- b. Authorized persons shall be limited to the Employees of the Contractor, Subcontractor or persons authorized by the employer.

#### **7.65. Quality Assurance, Monitoring and Supervision**

##### **7.65.1. Quality of Materials and workmanship: -**

The Contractor shall ensure that the Construction, Materials and workmanship are in accordance with the requirements specified in this Agreement, Specifications and Standards and sound engineering practice.

##### **7.65.2. Inspection**

The Employer and its authorized representative shall at all reasonable times: (a) have full access to all parts of the Site and to all places from which natural Materials are being obtained for use in the Works; and (b) during production, manufacture and construction at the Site and at the place of production, be entitled to examine, inspect, measure and test the Materials and workmanship, and to check the progress of manufacture of Materials.

No material shall be dispatched from the works without written consent of the Employer.

#### **7.66. Godown / Worker Accommodation**

The accommodation for workers shall be arranged by the Contractor. No labour hutments shall be allowed within the site premises.

Contractor shall construct the stores at his cost and he shall be responsible for watch and ward of his materials / installation etc.

#### **7.67. Minor Civil Works**

The costs for execution and completion of related Minor Civil Works such as cutting holes and making good shall be borne by the contractors.

#### **7.68. Termination**

#### 7.68.1. Termination for Contractor Default

Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Contractor fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 60 (sixty) days, the Contractor shall be deemed to be in default of this Agreement (the "Contractor Default"), unless the default has occurred solely as a result of any breach of this Agreement by the Employer or due to Force Majeure. The defaults referred to herein shall include:

- (a) the Contractor fails to provide, extend or replenish, as the case may be, the Performance Security in accordance with this Agreement;
- (b) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with **Clause 6.9 of SCC**, the Contractor fails to cure, within a Cure Period of 30 (thirty) days, the Contractor Default for which the whole or part of the Performance Security was appropriated;
- (c) the Contractor abandons or manifests intention to abandon the construction or Maintenance of the Project Works without the prior written consent of the Employer;
- (d) failure to complete the Punch List items within the periods stipulated there in i.e. within a period of 15 days;
- (e) the Contractor fails to rectify any Defect, the non-rectification of which shall have a Material Adverse Effect on the Project, within the time specified in this Agreement or as directed by the Employer's Engineer;
- (f) the Contractor subcontracts the Works or any part thereof in violation of this Agreement or assigns any part of the Works without the prior approval of the Employer;
- (g) the Contractor creates any Encumbrance in breach of this Agreement;
- (h) an execution levied on any of the assets of the Contractor has caused a Material Adverse Effect;
- (i) the Contractor is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Contractor or for the whole or material part of its assets that has a material bearing on the Project;
- (j) the Contractor has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Employer, a Material Adverse Effect;

- (k) a resolution for winding up of the Contractor is passed, or any petition for winding up of the Contractor is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Contractor is ordered to be wound up by court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Contractor are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Contractor under this Agreement; and provided that:
  - (i) The amalgamated or reconstructed entity has the capability and experience necessary for the performance of its obligations under this Agreement; and
  - (ii) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and has a credit worthiness at least as good as that of the Contractor as at the Appointed Date;
- (l) any representation or warranty of the Contractor herein contained which is, as of the date hereof, found to be materially false or the Contractor is at any time hereafter found to be in breach thereof;
- (m) the Contractor submits to the Employer any statement, notice or other document, in written or electronic form, which has a material effect on the Employer's rights, obligations or interests and which is false in material particulars;
- (n) the Contractor has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement; or
- (o) the Contractor commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect on the Project or on the Employer.

7.68.2. Without prejudice to any other rights or remedies which the Employer may have under this Agreement, upon occurrence of a Contractor Default, the Employer shall be entitled to terminate this Agreement by issuing a Termination Notice to the Contractor; provided that before issuing the Termination Notice, the Employer shall by a notice inform the Contractor of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Contractor to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

7.68.3. After termination of this Agreement for Contractor Default, the Employer may complete the Works and/or arrange for any other entities to do so. The Employer and these entities may then use any Materials, Plant and equipment, Contractor's documents and other design documents made by or on behalf of the Contractor.

#### 7.68.4. Termination for Employer Default

In the event that any of the defaults specified below shall have occurred, and the Employer fails to cure such default within a Cure Period of 90 (ninety) days or such longer period as has been expressly provided in this Agreement, the Employer shall be deemed to be in default of this Agreement (the "Employer Default") unless the default has occurred as a result of any breach of this Agreement by the Contractor or due to Force Majeure. The defaults referred to herein shall include:

- (a) the Employer commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Contractor;
- (b) the Employer has failed to make payment of any amount due and payable to the Contractor within the period specified in this Agreement;
- (c) the Employer repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement; or
- (d) the Employer fails to issue the relevant Interim Payment Certificate within 60 (sixty) days after receiving a statement and supporting documents.

7.68.5. Without prejudice to any other right or remedy which the Contractor may have under this Agreement, upon occurrence of an Employer Default, the Contractor shall be entitled to terminate this Agreement by issuing a Termination Notice to the Employer; provided that before issuing the Termination Notice, the Contractor shall by a notice inform the Employer of its intention to issue the Termination Notice and grant 15 (fifteen) days to the Employer to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

#### 7.68.6. Termination for Employer's convenience

Notwithstanding anything stated hereinabove, the Employer may terminate this Agreement for convenience. The termination shall take effect 30 (thirty) days from the date of notice hereunder.

#### 7.68.7. Requirements after Termination

Upon Termination of this Agreement in accordance with the terms of this Clause 7.79, the Contractor shall comply with and conform to the following:



- (a) deliver to the Employer all Plant and Materials which shall have become the property of the Employer under this Clause no. 7.79;
- (b) deliver all relevant records, reports, Intellectual Property and other licences pertaining to the Works, other design documents and in case of Termination occurring after the Provisional Certificate has been issued, the "as built' Drawings for the Works;
- (c) transfer and/or deliver all Applicable Permits to the extent permissible under Applicable Laws; and
- (d) vacate the Site within 15 (fifteen) days.

# Section 08:

## Broad Scope of Works

## Section 08: Broad Scope of Work

### 8.1. Project Background and works description

DMICDC is inviting proposals to develop office space located at the 8<sup>th</sup> floor, Tower 1 of Jeevan Bharti Building, Connaught Place on TURNKEY basis. It is envisaged to have a highly functional design for the new office space with modern amenities.

The office space is proposed to have 50-55 work station, 6 executive cabins, 2 senior executive cabins with 2 meeting rooms of varied sizes as detailed in this document and 1 meeting room cum breakout space as detailed in this tender. It is also proposed to have a reception at the entrance, a VIP waiting lounge, a dedicated experience zone and required basic utilities as detailed in this tender.

The office space shall be designed as a combination of open plan and enclosed workspace planning. The detail design of the offices shall include design of all required Audio Visual, ICT, lighting, seating and sound equipment, AC control panels and all other associated equipment/materials as per the detail specification provide in the Tender document. All the finalized equipment shall be approved by Employer/ client before procurement by the contractor. The scope of work for the contractor shall include complete functionality of each of the rooms once completed. Contractor shall not miss on any necessary equipment which at the time of commissioning pose hindrance to its operations.

The interior works to be executed includes but not limited, to the following spaces:

- a) Lift lobby
- b) Reception
- c) 1 No. VIP lounge
- d) 2 No. senior executive cabins + antechamber
- e) 6 No. executive cabins
- f) 1 No. dedicated experience zone
- g) 1 Cabin-room dedicated for reprography.
- h) No. of Workstation: 50 - 55
- i) 2 Nos. meeting rooms of varied sizes
- j) 1 meeting room cum breakout space
- k) 1 No. Fully equipped Main Pantry + 1 Dry/Finishing Pantry.
- l) 1 Male Staff Toilet + 1 Female Staff Toilet
- m) 1 Senior Officer Toilet + 1 Guest Toilet
- n) 1 Server room with server
- o) 1 Storage Room
- p) Informal seating near the main glazing

The project once commissioned, should portray as one complete state of the art - smart/intelligent office space with all amenities.

The scope of works for the contractor under the project includes all works related to but not limited to civil works, interior works, HVAC, MEP, ICT, supply of materials and procurement of equipment as described herein this document except those described in Clause No. 8.5

## 8.2. Project Goals

DMICDC is seeking proposal from qualified TURNKEY Contractors to perform the scope of Services outlined below. Broad Objectives of the assignment are:

- I. To design and construct an efficient and functional office space with an interior theme reflecting contemporary and modern spaces. The space should incorporate ample green elements and Superior quality finishes.
- II. To prepare detailed design and construction documentation for execution of the office.
- III. The design will be strictly compliant to all applicable building codes and incorporating sustainable energy approach.
- IV. The design and construction should integrate all external and internal infrastructures for smooth functioning of the entire office upon commissioning. The construction will include all internal finishing works including but not limited to all required fixtures (mechanical, electrical and plumbing), architectural finishes (doors, windows, glazing, murals, artefacts, false ceiling, steps, etc.) complete ICT network infrastructure, complete access control including biometric and RFID entry/exit systems and any other building information system without which any of the required function of the office will not work to its full efficiency.
- V. The project once completed should portray as one completed smart/intelligent office space.

## 8.3. Components

- I. The project includes the following components in office which is to be completed on Turnkey basis in a Total of 2 Months.
- II. The Scope of works includes the following works complete in all respect including, but not limited to Civil & structures, Architecture, interior finishes, all MEP Services, ICT & Audio Visual, Lighting etc. all complying to green-building norms;
  - a. Plush lift lobby
  - b. Grand reception
  - c. 1 no. VIP lounge with 1 video wall display
  - d. 2 No. senior executive cabins + antechamber
  - e. 6 No. executive cabins
  - f. 1 Cabin-room dedicated for reprography.
  - g. No of Workstation: 50 -55
  - h. Meeting rooms (2 Nos):
    - i. 1 no Meeting room with board table for 24 People (+ addition sitting on settees on sides of the room), approx. total capacity of 40 people.
    - ii. 1 no Meeting room with board table for 8-10 People (+addition sitting on

settees on sides of the room) approx. total capacity of 20 people.

- i. 1 no Meeting space cum Break out zone
- j. 1 no Fully equipped Pantry + 1 Finishing Pantry.
- k. 1 Male Staff Toilet + 1 Female Staff Toilet
- l. 1 senior Officer Toilet + 1 Guest Toilet
- m. 1 server room with server
- n. Storage facilities to be provided at optimal positions.

#### 8.3.1. Reception

The reception area shall be designed to portray grandeur and elegance. There shall be one reception desk and movable sitting-cum-waiting seating. There shall be a green wall behind the reception desk. Corporate branding for DMICDC and IICC Ltd. shall be prominently displayed in the reception area. The corporate branding shall include, but not limited to, displays panels for achievements of the company, company logos, colour schemes and themes.

#### 8.3.2. Lift Lobby

The reception area shall be designed in complimentary themes to those used in the grand reception lobby. The lift lobby shall be designed to give an inviting and elegant look. As the lift lobby shall create the first impression of the office, the space shall incorporate designs for branding of the company.

#### 8.3.3. VIP lounge

The VIP lounge shall have top of the line upholstered sofas furniture and high-quality finishes.

#### 8.3.4. Senior Executive Cabins with Antechambers

There are two senior executive cabins as shown in the concept plan attached at Annexure – X. These cabins shall be designed as a working office space befitting highly ranked dignitaries and officials. Each of the cabins will have an antechamber for the seating of two assistant in each antechamber.

Each of the senior executive cabins shall have separate accesses for:

- a) visitors and
- b) the respective assistants in the antechambers.

The antechamber shall be designed to accommodate 2 assistants in each of the antechamber with optimized storage provisions.

### 8.3.5. Executive Cabins

There are 6 executive cabins planned as indicated in the concept plan attached at Annexure – X. These cabins shall be the working office space for one executive with movable furniture to conduct small interactions. Optimized storage to be provided within each cabin.

The Cabins needs to be adequately designed and detailed by the TURNKEY Contractor including, but not limited to seating, provision of electrical points, cabinetry, and utilities.

The executive cabins shall be partitioned to ensure acoustic isolation from each other. The cabin-fronts shall be done in glass to create distinct but open work areas to give a sense of definition and differentiation to these spaces without affecting the ‘open plan’ feel of the office.

### 8.3.6. Cabin-room dedicated for reprography

The reprography centre needs to be adequately designed and detailed by the TURNKEY Contractor including, but not limited to provisioning of electrical points, cabinetry and utilities.

The TURNKEY Contractor shall provide all the other equipment necessary in reprography centre other than those enlisted below. The equipment enlisted below are in the possession of the Employer, only the space for provisioning them in the Cabin-room dedicated for reprography need to be provided by the TURNKEY Contractor:

- a) Cannon Image Runner Advance Photocopy machine (2 No.)

### 8.3.7. Workstations for employees \*Sizes\*

Design for minimum 54 Workstation complete with chair seating and credenza storage units and glass writing boards/ Pin ups for Employees to be provided by TURNKEY Contractor and accommodated in the area in “open office space” as shown in Annexure – X. TURNKEY Contractor may present its own arrangement of workstations to optimize space utilization, however the final decision on the arrangement and no of workstation to be provided shall remain with the Employer. The work stations will be supplied by the Employer, Contractor to co-ordinate with supplier of workstations to be provided by the Client.

The TURNKEY Contractor shall provide all the other equipment necessary in Workstation spaces other than those enlisted below. The equipment enlisted below are in the possession of the Employer, only the space for provisioning them in the workstations area need to be provided by the TURNKEY Contractor:

- a) Cannon Image Runner Advance Photocopy machine (3 No.)
- b) All the workstations.

### 8.3.8. Meeting Rooms

There are 2 meeting rooms of varying capacities located over the Office floor. Both of them are located adjacent to the reception area. They have been marked as “Conference Hall” and “Meeting Room”.

- a. 1 no. Conference Hall with conference table for 24 People (+ additional sitting on settees on sides of the room). Approx. total capacity of 40 people in the room.
- b. 1 no. Meeting room with conference table for 8-10 People (+ additional sitting on settees on sides of the room). Approx. total capacity of 20 people in the room.

Both the Meeting rooms should be acoustically sound proofed both by means of wall and ceiling treatment.

Detail design for the meeting rooms shall include design of all required Audio Visual, ICT, lighting, seating and sound equipment, AC control panels and all other associated equipment/ materials. All the finalized equipment shall be approved by Employer before procurement by the TURNKEY Contractor. The scope of work for the TURNKEY Contractor shall include complete functionality of each of the rooms once completed. TURNKEY Contractor shall not miss on any necessary equipment which at the time of commissioning may pose hindrance to its operations.

The TURNKEY Contractor shall provide all the other equipment necessary in both the meeting rooms other than those enlisted below. The equipment enlisted below shall be provided by the Employer at a later date, only the space and required infrastructure for provisioning them in the meeting areas need to be provided by the TURNKEY Contractor:

- a) Display Screens
- b) Video conferencing Systems

The TURNKEY Contractor shall provide provision for installation and integration of the above items which will be provided by the Employer. Contractor to ensure proper installation and seamless integration upon commissioning of these items. The partitions/walls required for provisioning the display screens shall be strengthened to support the necessary equipment of display screens.

### 8.3.9. Breakout Space

This space shall be used for informal meetings and as break out zone for the staff. The area needs to be designed as per the concept layout plan attached at Annexure – X.

The TURNKEY Contractor shall provide all the other equipment necessary in Breakout Space other than those enlisted below. The equipment enlisted below shall be provided by the Employer at a later date, only the space and required infrastructure for provisioning them in the meeting areas need to be provided by the TURNKEY Contractor:

a) Display Screen

The TURNKEY Contractor shall provide provision for installation and integration of the above items which will be provided by the Employer. Contractor to ensure proper installation and seamless integration upon commissioning of these items. The partitions/walls required for provisioning the display screen shall be strengthened to support the necessary equipment of display screen.

8.3.10. Dedicated experience zone

The dedicated experience zone shall feature a full-wall length interactive video walls along with necessary audio and ICT/IT support.

The TURNKEY Contractor shall provide all the other equipment necessary in dedicated experience centre other than those enlisted below. The equipment enlisted below shall be provided by the Employer at a later date, only the space and required infrastructure for provisioning them in the dedicated experience centre need to be provided by the TURNKEY Contractor:

a) Full wall length Interactive Media Display Screens.

The TURNKEY Contractor shall provide provision for installation and integration of the above items which will be provided by the Employer. Contractor to ensure proper installation and seamless integration upon commissioning of these items.

The partitions/walls required for provisioning the media wall shall be strengthened to support the necessary equipment of the video-wall.

8.3.11. Pantry

There are two pantries. One main pantry and one Dry pantry.

A) Main Pantry

The main pantry is to be located next to the services areas as shown in the Annexure - X. The main pantry shall be designed as a space to accommodate for minimum 24 Persons at any given time.



The main pantry needs to be adequately designed and detailed by the TURNKEY Contractor including, but not limited to seating, provision of electrical points, cabinetry, utilities and wet points and exhaust system, geysers for hot water.

The TURNKEY Contractor shall provide all the other equipment necessary in the main pantry other than those enlisted below. The equipment enlisted below are in the possession of the Employer, only the space for provisioning them in the main pantry need to be provided by the TURNKEY Contractor:

- a) Refrigerator (1 No.)
- b) Micro-wave machine (1 No.)
- c) Coffee machine (1 No.)
- d) Wooden top round table – (approx. 3'-6" dia) (2 Nos.)

The no. of seating shall be distributed between the round table indicated above at Sr. d) and those to be designed, detailed and provided by the TURNKEY contractor.

The TURNKEY Contractor shall provide optimal storage in the form of cabinets in the main pantry.

#### *B) Dry Pantry*

The dry pantry is to be located near the reception as shown in the concept layout plan where it will be used as a finishing kitchen to serve the meeting rooms adjacent to the reception area, VIP lounge and Senior Executive office. As far as possible the access to the dry pantry shall be aesthetically treat such that it merges with the overall outlook of the space.

The dry pantry needs to be adequately designed and detailed by the TURNKEY Contractor including, but not limited to provision of electrical points, cabinetry, utilities and exhaust system.

The TURNKEY Contractor shall provide all the other equipment necessary in the dry pantry other than those enlisted below. The equipment enlisted below are in the possession of the Employer, only the required space and infrastructure for provisioning them in the main pantry need be provided by the TURNKEY Contractor:

- a. Refrigerator (1 No.)
- b. Micro-wave machine (1 No.)
- c. Coffee machine (1 No.)

The TURNKEY Contractor shall provide optimal storage in the form of cabinets in the main pantry.

### 8.3.12. Staff Washrooms

#### A) Male Staff Toilet:

The Male Staff Toilet needs to be adequately designed and detailed by the TURNKEY Contractor including, but not limited to provision of electrical points, cabinetry, utilities and wet points, drainage, geyser for hot water and exhaust system, janitor closet.

The male staff toilet shall have 3 water closets within cabins, 3 wash basins, 4 urinals, wall mounted napkin dispenser, soap dispenser, geyser for hot water.

#### B) Female Staff Toilet

The Female Staff Toilet needs to be adequately designed and detailed by the TURNKEY Contractor including, but not limited to provision of electrical points, cabinetry, utilities and wet points, janitor closet, drainage, geyser for hot water and exhaust system.

The female staff toilet shall have 2 water closets within cabins, 2 wash basins, wall mounted napkin dispenser, soap dispenser, geyser for hot water.

### 8.3.13. Senior Officer and Guest Washrooms

#### A) Senior Officer Toilet (near pantry)

The Senior Officer Toilet near the pantry needs to be adequately designed and detailed by the TURNKEY Contractor including, but not limited to seating, provision of electrical points, cabinetry, utilities/ janitor closet and wet points, drainage and exhaust system.

The Senior Officer toilet shall have, but not be limited to 1 water closet, 1 wash basins, 1 urinal, wall mounted napkin dispenser, soap dispenser and geyser for hot water.

#### B) Senior Officer cum Guest Toilet (near reception)

The Senior Officer cum Guest Toilet near the reception needs to be adequately designed and detailed by the TURNKEY Contractor including, but not limited to seating, provision of electrical points, cabinetry, utilities/ janitor closet and wet points, drainage and exhaust system.

The Senior Officer cum Guest Toilet shall have, but not be limited to 1 water closet, 1 wash basins, 1 urinal, wall mounted napkin dispenser, soap dispenser and geyser for hot water.

### 8.3.14. Seating near the Main Glazing

The Area next to the North facing glazing in the main workstations area shall be designed so as to accommodate informal seating for the employees as shown in the concept layout plan. These seating shall have optimal storage below the seating.

#### 8.3.15. Storage Room

##### A) Dedicated Storage Spaces

There are two locations where dedicated storage facilities are to be provided. The dedicated storages are to be provided at the following areas:

- a) Dedicated Storage room next to the server room.
- b) On the walls to adjacent to the “open to sky chowk” (windows opening into the chowk will be closed off for this purpose).

These storages need to be full height cabinets with secure lock and key systems and with aesthetic treatment as envisaged in the design intent document.

The contractor shall design the storage adjacent to the “open to sky chowk” so as not to encroach upon the mandatory passage width for fire escape as per prevalent firm norms.

##### B) Other Storage Spaces

There are multiple storage areas identified across the office floor as indicated on concept plan attached at Annexure – X. The TURNKEY Contractor should plan and design in consideration of provisioning of optimum storage space all across the whole office. Wherever such storage is being provided, TURNKEY Contractor shall ensure visual - aesthetic integration of the same with surrounding design elements.

#### 8.3.16. Electrical Works

The electrical works shall include following minimum requirements;

- a. Tentative electrical loads for the office are to be calculated and provided by the TURNKEY Contractor, before proceeding with design and procurement, TURNKEY Contractor to take the final approval from the Client.
- b. All internal lighting fixtures and lighting Control Systems to be provided by TURNKEY Contractor.
- c. Internal lighting cables, lighting fixtures and lighting control systems. Wiring work to architectural/special lighting and dimming systems to be provided for energy efficiency.
- d. All internal lighting fixtures shall be LED and energy efficient.

- e. Integrated Building Management System for monitoring, controls, efficient and optimum operation and maintenance of all, systems, equipment, power distribution system, in the entire office.
- f. Earthing systems for connection to all electrical equipment, components, systems.
- g. Complete LT distribution system including main LT switchboard, automatic power factor correction devices, enhanced immunity devices, ELCB/RCCB, sub main-boards and distribution boards, UPS and associated distribution main and sub-main cabling and associated accessories.
- h. Complete lighting and power installation including all final circuiting work and associated accessories.
- i. Normal and emergency lighting supply installation and associated accessories.
- j. Telephone/Audio-visual cabling system and associated accessories.
- k. All switch boards for all workstations in the entire office also to have the latest USB charging ports.
- l. Internal cable system and outlets for all LV system and associate works.
- m. Wiring and all accessories for complete Security systems.
- n. Miscellaneous works like providing and fixing of rubber mats, fire buckets, first aid box, fire extinguishers, etc.
- o. All associated interfacing power supply works to other mechanical and HVAC installations.
- p. Voltage drop as per IER, power factor and other parameters shall be as per good engineering practices.
- q. Lighting density shall be furnished through energy simulation carried out for IGBC Platinum rating for all the office.
- r. Power factor to be better than 0.95, Thyristor switching, with harmonic filters. All associated interfacing works with other MEP installations.
- s. Other works as shown on the Drawings or described elsewhere in the Contract documents.
- t. All design, drawings, detailing, materials & equipment along with technical submittals shall be approved by Client/ Employer before procurement by the TURNKEY Contractor.
- u. Any other work/activity which is not listed above however necessary for completeness of electrical system.
- v. The installation shall comply in all respects with the requirements of Indian Electricity Act 1910, Indian Electricity Rules (IER) 1956 and other related Laws and Regulations (for F.F. etc.) as amended up to date, there under and special requirements, if any, of the State Electricity Boards etc.
- w. The TURNKEY Contractor shall be liable to furnish the list of authorized licensed persons/ employed/ deputed to carry out the works/ perform the assigned duties to fulfil the requirement of Rule No.3 of IER 1956 as amended up to date.

#### 8.3.17. Plumbing Services

All design, drawings, detailing, materials & equipment along with technical submittals shall be approved by Employer before procurement by the TURNKEY Contractor.

The Scope of the contractor shall be providing Plumbing services for the entire office and internal mechanical services for the toilets and pantry and wet areas. This shall include, but NOT be limited to the following;

*A) Water supply system*

Providing & installation of Two (02) piping system (flushing & domestic water supply) including complete internal distribution and collection system.

- a. Minimum 40 mm dia C.I. pipes for domestic water supply.
- b. Variable Frequency Drive hydro pneumatic pumps to maintain minimum 15 m residual pressure at highest point. Separate set of pumps for day and night water distribution for domestic and treated water both.
- c. Variable Frequency Drive hydro pneumatic pumps supply of soft water to cooling tower.
- e. The storage capacity of water tank shall be as per DBR and Technical specifications.

*B) Internal plumbing in buildings*

- a. Concealed pipes to be in Stainless Steel (grade 304).
- b. Exposed pipes shall be of G.I. of medium quality.
- c. Sanitary ware and faucets for all toilets shall be sensor controlled.
- d. Urinals in all toilets shall be sensor controlled.
- e. Single lever fixtures with mixtures in office for all wash hand basin, the kitchens and for staff bathrooms.
- i. Miscellaneous equipment viz hand dryers etc. as specified.

*C) Soil and waste pipes*

- a. Heavy cast iron as per IS 3989

8.3.18. Mechanical Services:

*A) HVAC*

TURNKEY contractor to calculate and determine the required tonnage for HVAC works of the entire office. The same to be approved by the Client before procurement by the TURNKEY Contractor. The scope of work HVAC work includes, but not limited to the following:

- a. Existing AHU to be checked by TURNKEY Contractor, for any damage or requirement of repair, if any, TURNKEY Contractor to remedy the same as per the standard specifications/makes provided in this tender.
- b. TURNKEY Contractor to Provide centralized cooling of the entire premises for cooling to maintain the required cooling in the premises.
- c. Entire copper piping to be done by TURNKEY contractor.
- d. TURNKEY contractor to ensure proper drainage of the water from HVAC equipment, outdoor units and take care of all PHE distribution.
- e. HVAC ducting shall be G.I./Fabric/MS
- f. Controls of the HVAC system shall be through IBMS/thermostats etc.
- g. Mechanical ventilation shall be as per NBC-2016 to comply with fire requirements and ventilation standards, as approved by Delhi Fire Service.

*B) Internal air conditioning distribution*

- a. The central AHU to provide cooling in the entire office space except for
  - 1. Server room
  - 2. Meeting Hall
  - 3. Conference Hall
  - 4. Reception Area
  - 5. Dedicated Experience Centre

Contractor shall design and provide separate air-conditioning for the above areas.

- b. All design, drawings, detailing, materials & equipment along with technical submittals shall be approved by Employer before procurement by the TURNKEY Contractor.

**8.3.19. Fire Fighting**

TURNKEY contractor to calculate and determine the required works for the Fire Fighting provisions of the entire office. The same to be approved by the Client before procurement by the TURNKEY Contractor. The scope of work for firefighting work includes, but is not limited to the following:

- a) Clean and inert gas for protection of electrical installation.
- b) Fire extinguisher CO<sup>2</sup> and ABC in all spaces.
- c) All design, drawings, detailing, materials & equipment along with technical submittals shall be approved by Employer and Fire authority before procurement by the TURNKEY Contractor.

**8.3.20. IT Solution**

The scope of tender includes Supply, Installation, Commissioning, of IT Active & Passive equipment.

The contractor is required to supply installation and Commissioning of Server, Storage, Switches, UTM, UPS and WIFI access points etc as per below basic scope of work.

The broad components of the overall scope of work for the project is as follows:

Supplying installation and commissioning of Server, Storage, Switches, UTM, APs, UPS, Microsoft exchange server and Rack etc.

- **LAN connectivity for entire office space with connectivity distributions as below**
  - PCs/Laptop Workstation points: 55 points
  - Reception Area: 2 points
  - IICC MD room: 2 points
  - DMICDC CEO room: 2 points
  - 8 number small cabins: 16 points
  - Experience Room: 2 points
  - 24 Pax Conference room: 2 points
  - 10 Pax Meeting Room: 2 points
  - Network Printers: 4 points
  
- **WIFI Connectivity distributed as below**
  - 24 Pax Conference Room: 1no
  - 10 Pax Meeting Hall: 1no
  - Workstation area & Cabins: 5nos
  - VIP Waiting Area & Reception: 1no
  - DMICDC CEO Cabin: 1no
  - IICC MD cabin: 1no
  - Pantry Room area: 1no
  
- UTM for network security along with inbuilt or external access point controller
- 2 nos. L2 managed 24 port switch and 2 nos. L2+ managed 24 port PoE switch to be installed & configured for all LAN connectivity, 2 nos. 8 port 10/100 network switch for LAN connectivity to Laptop connectivity points & Video conferencing in the conference & meeting rooms
- Server for Network
- Microsoft exchange server
- 20 TB Storage for Network
- Rack for Installation of networking equipment.
- Cables, Connectors and accessories for networking

### 8.3.21. Security Solution

- A finger print Biometric attendance system is required at the Entry reception location connected to a server-based time attendance software.
- Access Control RFID readers and magnetic locks – 4 sets for glass doors proposed for key entry points like Glass Door at Main entry from Lift lobby side, Server Room, Back Side staircase, DMICDC CEO room.
- For exit from each of the above location to be provided with a Push button to open.
- Full HD resolution 2 MP dome camera – 12nos to be provided & installed across the office floor at critical areas like- Lift Lobby (1no), Reception area(2nos), Back side staircase entry area (2nos), Workstation area (3nos), Main Conference Room (1no), VIP seating (1no), Pantry Room(1no)

### 8.3.22. Audio Video Solution

- **Main conference room- 24 Seating capacity:**
  - A 5000 ANSI lumens WXGA Projector with 110inch large motorized projection screen for local presentation projection on large screen for better viewing.
  - Laptop Connectivity points -3nos on table to cater for any wired connectivity of VGA, HDMI, DP signals along with appropriate 8input 4output Digital matrix Switching System and interfacing twisted pair transmitters & receivers carrying multiple signals on a single twisted pair cable.
  - Gooseneck Conference microphone system with Chairman (1no) + Delegate(13no) for local conferencing as well as to be used for video conferencing.
  - 7inch or more touch control System for room functionality controls including video conferencing dialling, display On/Off, switching controls, Screen UP/Down, Lighting Controls etc.
  - For local audio reinforcement local ceiling speakers with audio amplifier & audio DSP with AEC feature to be integrated with Video Conferencing & conference Microphone system.
  - The entire video & Control system to be integrated with a provide/Existing HD video Conferencing system with HDMI input & Output, It has to also integrated with a provided /Existing Wireless presentation system, a 85inch LED display for video conferencing, a 4 Zone lighting control system with IR/RS232 controls and a 7inch Room Scheduler System.
- **10Pax Meeting Hall1:**
  - An existing Panasonic Viera LED display for Local presentation & Video Conferencing to be integrated with the new system.
  - An existing Full HD video Conferencing system Polycom HDX 7000 to be integrated with the new system.
  - A 7inch touch control interface with AV controller is required to be integrated for room AV equipment controls like Projector, screen, Display, video conferencing.
  - A multi-format scaling switcher transmitter-receiver system to be provided for



connecting Laptop wired system or an Existing /provide wireless presentation system to the Existing Display system also this will be used to provide presentation sharing to an Existing/Provide Full HD video conferencing system.

- Two number Wall mount speakers along with amplifier to be provide for local sound reinforcement or for video conferencing audio.

#### **8.4. Items to be Provided by the Employer**

Bought-out items listed below shall be provided by the employer at a later date. Contractor's scope of work includes, but is not limited to; providing complete provision and infrastructure for installation of the bought-out items to be provided by the client, installation, system integration. Contractor shall co-ordinate with Engineer in chief to finalize and the supplier of the bought-out items for seamless integration and commissioning of these items. Bought-out items to be provided by the employer are as under:

- i) Online UPS
- ii) TV Screens/Display Units
- iii) Servers,
- iv) Media wall (to installed in the experience Zone)
- v) EPBAX system.
- vi) Video Conference systems
- vii) Furniture (List to be given by the Contractor) \*

\* All bought-out furniture will be provided by the Employer. Contractor to give the complete specifications and cataloguing of the furniture to be procured. Contractor to install, co-ordinate with supplier and ensure complete integration of required systems for full functionality.

#### **8.5. Area Under Scope of Works**

Area Statement for works of interiors of new office space for DMICDC at Jeevan Bharti Building, Connaught Place, New Delhi on TURNKEY Basis to be undertaken as part of Scope of work.

Total Built Up covered area approx. including lift lobby: **937.387 sq. mt.**

# Section 9:

## List of Makes

## Section 09: List of Makes

The following are the makes of materials/agencies items of work, the quality of which is acceptable to the Client.

### A. LIST OF MAKES FOR CIVIL WORK

SL. No.	Material	Makes
1	Chemical to be used for Anti-termite Treatment a) Imidacloprid 30.5 % SC b) High Care - PCI	PREMISE, ROAR IMIDA, MAGIC-TC, <b>*or any other substantially equivalent make*</b> .
2	Waterproofing compound as admixtures in concrete (wherever required) Admixtures / Plasticizers	Accoproof (by ACC LTD.), CICO, XYPEX, KRYTON, PENETRON, Fosroc, Sika, Pidilite, BASF, <b>*or any other substantially equivalent make*</b> .
3	Ordinary Portland Cement (conforming to IS:269)	Ambuja, ACC, Ultratech, JK, <b>*or any other substantially equivalent make*</b> .
4	White Portland Cement	Birla White, JK White, <b>*or any other substantially equivalent make*</b> .
5	Reinforcement bar (thermo mechanically treated)	Tata/Sail/Rastriya Ispat Nigam, <b>*or any other substantially equivalent make*</b> .
6	Ready Mixed Concrete	ACC/ Ultratech/ Lafarge, <b>*or any other substantially equivalent make*</b> .
7	Fastener	Fisher/ Hilti, <b>*or any other substantially equivalent make*</b> .
8	Nuts Bolts /Screws	Kundan/Puja/Atul, <b>*or any other substantially equivalent make*</b> .

**\*or any other substantially equivalent make\***: makes that are substantially equivalent in terms of quality, performance and cost to those mentioned against each item.

## B. LIST OF MAKES FOR ARCHITECTURAL WORK

SL. No.	Material	Makes
1	Aluminium Extrusions	Hindalco, Indalco, Jindal, Bharuka <b>*or any other substantially equivalent make*.</b>
2	Clear Float Glass	Saint-Gobain / Asahi / TATA <b>*or any other substantially equivalent make*.</b>
3	PVB Lamination	Dupont / Saflex <b>*or any other substantially equivalent make*.</b>
4	Anchor Fasteners	Hilti / Fischer <b>*or any other substantially equivalent make*.</b>
5	Powder Coating	Jotun / Akzonoble/ Berger <b>*or any other substantially equivalent make*.</b>
6	Rock wool (Fire Stop)	Rockwool India, ROXUL, LLOYD <b>*or any other substantially equivalent make*.</b>
7	SS Spider Fittings	Dorma / Lisus / Sadev <b>*or any other substantially equivalent make*.</b>
8	SS Patch Fitting	Dorma / Geze / Kaba <b>*or any other substantially equivalent make*.</b>
9	Mild steel	Tata/ Sail/ Jindal <b>*or any other substantially equivalent make*.</b>
10	Stone Sealer / Adhesive	laticrete, Ardex Endura, KERAKOLL/ Choksey Chemicals, FOSROC, <b>*or any other substantially equivalent make*.</b>
11	Protective Coating	Dulex/ Berger <b>*or any other substantially equivalent make*.</b>
12	Full body polished / matt vitrified tiles / glazed tiles	ORIENT, JOHNSON, SOMANY, NITCO, KAJARIA BASIC RATE: INR 100.00 / 60.00 per sq. ft. F.O.R. at SITE <b>*or any other substantially equivalent make*.</b>
13	Italian marble (18 to 20mmThk)	BASIC RATE: INR 350.00 per sq. ft. F.O.R. at SITE <b>*or any other substantially equivalent make*.</b>
14	Granite (18 to 20mm thk)	BASIC RATE: INR 160.00 per sq. ft. F.O.R. at SITE <b>*or any other substantially equivalent make*.</b>
15	Synthetic enamel paint	Asian, Berger, ICI, J.N.Nerolac <b>*or any other substantially equivalent make*.</b>
16	Plastic emulsion paint	Asian, Berger, ICI, J.N.Nerolac <b>*or any other substantially equivalent make*.</b>
17	Oil bound distemper	Asian, Berger, ICI, J.N.Nerolac <b>*or any other substantially equivalent make*.</b>
18	Steel primer	ICI, Berger, Asian Paints, J.N.Nerolac <b>*or any other substantially equivalent make*.</b>
19	Wood primer	ICI, Berger, Asian Paints, J.N.Nerolac <b>*or any other substantially equivalent make*.</b>
20	Wood finish (Melamine & PU Polish)	Jivanjor, Jivanjor (PU), Asian, Berger, ICI <b>*or any other substantially equivalent make*.</b>

21	Laminate	Archid, Merino, Century <b>*or any other substantially equivalent make*.</b>
22	PLY BOARD, PLYWOOD (PINE BOARD)	ARCHID, MERINO, DURO, Century <b>*or any other substantially equivalent make*.</b>
23	MORTICE LOCKS, LATCH	DORMA, GEZZE, ASSA ABLOY <b>*or any other substantially equivalent make*.</b>
24	WOOD ADHESIVE	FEVICOL, Dunlop, Pidilite Vamicol <b>*or any other substantially equivalent make*.</b>
25	TILE ADHESIVE	KERAKOLL, PIDILITE, FERROUSCRETE, ARDEX ENDURA <b>*or any other substantially equivalent make*.</b>
26	STONE ADHESIVE	KERAKOLL, BALENDURA, ARDEX ENDURA <b>*or any other substantially equivalent make*.</b>
27	STONE SEALER	FERROUSCRETE, ARDEX ENDURA, LATICRETE, MYK SCHOMBURG <b>*or any other substantially equivalent make*.</b>
28	DASH, ANCHORING FASTENERS	HILTI, FISCHER <b>*or any other substantially equivalent make*.</b>
29	Open cell ceiling	HUNTER DOUGLAS, DURLUM, ARMSTRONG <b>*or any other substantially equivalent make*.</b>
30	Gypsum Plaster	FERROUS CRETE / GYPROC SAINT GOBAIN / USG BORAL / ULTRATECH <b>*or any other substantially equivalent make*.</b>
31	Silicon Sealant	GE, DOW CORNING, PIDILITE / WACKER <b>*or any other substantially equivalent make*.</b>
32	Gypsum Board	SAINT GOBAIN, USG BORAL <b>*or any other substantially equivalent make*.</b>
33	Factory Hot Pressed Laminated door	ARCHID, MERINO, CENTURY, DURO, <b>*or any other substantially equivalent make*.</b>
34	Pre-laminated Particle Board	MERINO, CENTURY PLY, GREEN LAM <b>*or any other substantially equivalent make*.</b>
35	Hydraulic Door Closer, Floor spring	DORMA, GEZZE, HARDWYN, HAFELE <b>*or any other substantially equivalent make*.</b>
36	Textured Paint	UNITILE, HERITAGE, SPECTRUM, UNISTONE <b>*or any other substantially equivalent make*.</b>
37	Wall Putty	FERROSCRETE, JK, BIRLA, <b>*or any other substantially equivalent make*.</b>
38	LOOKING GLASS / MIRROR	ATUL, MODI GUARD, <b>*or any other substantially equivalent make*.</b>
39	LACQURED GLASS	SAINT GOBAIN, ASAHI, PILKINGTON <b>*or any other substantially equivalent make*.</b>
40	SOLID ACRYLIC SURFACE	MERINO, LG, GRANIMUM, SAMSUNG- STARON <b>*or any other substantially equivalent make*.</b>
41	VINYL FLOORING	FORBO, TARAKETT, RESPONSIVE, DLW <b>*or any other substantially equivalent make*.</b>

42	CALCIUM SILICATE TILES FALSE CEILING	AEROLITE, ULTRALITE, HUNTER DOUGLAS <b>*or any other substantially equivalent make*.</b>
43	METAL FALSE CEILING DECORATIVE	HUNTER DOUGLAS, DURLUM, ARMSTRONG <b>*or any other substantially equivalent make*.</b>
44	LINOLEUM FLOORING	FORBO, TARKETT, DLW, MANNINGTON <b>*or any other substantially equivalent make*.</b>
45	CEMENT BOARD/ BISON BOARD	EVEREST, NCL <b>*or any other substantially equivalent make*.</b>
46	GRAPHIC FILM	3M, AVERY DENNISON <b>*or any other substantially equivalent make*.</b>
47	POP	JK, BIRLA <b>*or any other substantially equivalent make*.</b>
48	MR BOARD	SAINT GOBAIN, USG BORAL, ARMSTRONG <b>*or any other substantially equivalent make*.</b>
49	MINERAL FIBRE CEILING TILES	SAINT GOBAIN, USG BORAL, ARMSTRONG, KNAUF AMF, HUNTER DOUGLAS <b>*or any other substantially equivalent make*.</b>
50	CURTAIN TRACK / CURTAIN FABRIC / PVC GUARD RAIL / PVC CORNER GUARD	WINDOWTECH, DECOREX, DHEERAJ CRAFT, RS SALES <b>*or any other substantially equivalent make*.</b>
51	Fire sealant	3M, Promat, Hilti, Bosch <b>*or any other substantially equivalent make*.</b>
52	False floor	Unifloor, Unitile, Camflor <b>*or any other substantially equivalent make*.</b>

### C. LIST OF MAKES FOR PLUMBING WORK

Sl. No.	Materials	Makes
1	Sanitary Fixtures	Duravit, Kohler, Roca Kohler, Euronics, <b>*or any other substantially equivalent make*.</b>
2	Concealed cistern	Geberit / Viega, Kohler, Roca <b>*or any other substantially equivalent make*.</b>
3	Sink	Jayna, Nirali, Anupam <b>*or any other substantially equivalent make*.</b>
4	WC connector	Geberit/Viega, Kohler <b>*or any other substantially equivalent make*.</b>
5	Auto Urinal Flush System	Duravit, Grohe Kohler, Roca <b>*or any other substantially equivalent make*.</b>
6	Hand Drier	Euronics / Duravit, Grohe Kohler <b>*or any other substantially equivalent make*.</b>
7	CP Fittings	Grohe/ Kohler / Roca <b>*or any other substantially equivalent make*.</b>
8	GI pipe (IS:1239, Part-I)	Tata/Jindal Hissar/ SAIL <b>*or any other substantially equivalent make*.</b>
9	GI Fittings (IS:1239, Part-II)	Unik/Zoloto/KS <b>*or any other substantially equivalent make*.</b>
10	GI pipe sealent	Henkel - LOCTITE 55 <b>*or any other substantially equivalent make*.</b>
11	GI/MS Pipe Protection Wrapping & Coating	IWL - Pypkote / Rustech – Coatek <b>*or any other substantially equivalent make*.</b>
12	TEFLON TAPE	As per approval of Engineer In charge <b>*or any other substantially equivalent make*.</b>
13	Pipe clamp & supports	Hitech / Chilly / Gripplle <b>*or any other substantially equivalent make*.</b>
14	D. I. Pipes	Electro Steel / Jindal / LancoKalahasthi <b>*or any other substantially equivalent make*.</b>
15	UPVC pressure Pipes and Fittings (IS:4985)	Supreme, AKG, Finolex <b>*or any other substantially equivalent make*.</b>
16	CPVC Pipes and Fittings	Flow guard, Astral <b>*or any other substantially equivalent make*.</b>
17	RCC Pipe	INDIAN HUME PIPE / JAIN SPUN / PRAGATI CONCRETE UDYOG <b>*or any other substantially equivalent make*.</b>
18	Stoneware Pipes, Gully Traps	Perfect Potteries, JABALPUR / Rajura / Burn/hind <b>*or any other substantially equivalent make*.</b>
19	Centrifugal Spun Cast Iron Pipes and Fittings (IS:3989)	SKF/ Neco/Jindal Supreme <b>*or any other substantially equivalent make*.</b>
20	CI LA Pipes and Fittings (IS:1536)	Electro steel Calcutta, <b>*or any other substantially equivalent make*.</b>

21	Air Vent	CIM /Advance/ Honeywell <b>*or any other substantially equivalent make*.</b>
22	Drinking Water Cooler	Blue Star, Voltas, Usha <b>*or any other substantially equivalent make*.</b>
23	Mechanical Seal	Burgmann /Sealol <b>*or any other substantially equivalent make*.</b>
24	Anti-Vibration Mounting & Flexible connections	RESISTOFLEX/ Dunlop / Flexionics <b>*or any other substantially equivalent make*.</b>
25	Hot water Geyser	A.O. Smith / Racold / Havells <b>*or any other substantially equivalent make*.</b>
26	Fire Sealant	Birla 3 M / Hilti / Promat <b>*or any other substantially equivalent make*.</b>
27	Temperature Sensor/ Gauge	Forbes Marshall / Danfoss / Wika <b>*or any other substantially equivalent make*.</b>
28	Syphonic Roof Drainage System	Geberit <b>*or any other substantially equivalent make*.</b>
29	MH /Water Tank Plastic Steps	NECCO / Patela/ KGM <b>*or any other substantially equivalent make*.</b>
30	M.S. Steel (Angle, Channel, Strip, sheet)	Tata / Sail / Jindal <b>*or any other substantially equivalent make*.</b>
31	Paint	Berger/Asian / J.N/Nerolac <b>*or any other substantially equivalent make*.</b>

#### D. SUGGESTIVE MAKES FOR FURNITURE

Sl. No.	Materials	Makes
1.	Loose furniture	Madewithspin, Godrej, Wipro, Steelcase, vista, <b>*or any other substantially equivalent make*.</b>



**E. LIST OF MAKES FOR HVAC Work (heat ventilation and air-conditioning)**

Sl. No.	Material	Makes
1	AIR HANDLING UNITS WITH FANS OF NICOTRA/ KRUGER / VTS / COMEFRI (EUROVENT CERTIFIED ONLY)	FLAKTWOOD, SYSTEMAIR, VTS, CARRIER, YORK, TRANE *or any other substantially equivalent make*.
2	TFA WITH HEAT RECOVERY WHEEL/ ENERGY RECOVERY VENTILATORS	DRI, FLAKTWOOD (SEMCO), GREENHECK *or any other substantially equivalent make*.
3	CHILLED WATER CASSETTES:	BHUTORIA, EDGETECH, TRANE, CARRIER *or any other substantially equivalent make*.
4	SPLIT AC UNITS	CARRIER, BLUESTAR, HITACHI, VOLTAS *or any other substantially equivalent make*.
5	PRECISION AC UNITS	BLUEBOX, STULTZ, CLIMAVENETA *or any other substantially equivalent make*.
6	INLINE FANS	NICOTRA, PINEAIR, KRUGER, SYSTEMAIR, GREENHECK *or any other substantially equivalent make*.
7	EC FANS	ZIEHL ABEGG, EBMPAPST, GREENHECK *or any other substantially equivalent make*.
8	BALANCING VALVES	ADVANCE, CASTLE, OVENTROP *or any other substantially equivalent make*.
9	POT/Y-STRAINER/SUCTION STRAINER/ AIRVENT	EMERALD, RAPID CONTROL, SKS, D.S. ENGG *or any other substantially equivalent make*.
10	COMBINED AIR & DIRT SEPARATOR/ VACUUM DEGASSER	SPIROTECH, SPIROTHERM, ITT *or any other substantially equivalent make*.
11	FILTERS/ PANEL FILTERS	THERMADYNE, CAMFIL FARR PUROMATIC, SPECTRUM *or any other substantially equivalent make*.
12	PIPES (MS/GI)	APL APOLLO, JINDAL HISSAR, TATA, JINDAL STAR, PRAKASH SURYA *or any other substantially equivalent make*.
13	PIPE INSULATION (EXPANDED POLYSTRENE)	BEADSELL, STYRENE, PERFECT PACK *or any other substantially equivalent make*.
14	REFRIGERANT PIPING(COPPER)	RAJCO, MANDEV, KARAN METALS
15	DUCT & REFGT. PIPING THERMAL INSULATION CLOSED CELL / CROSS LINKED ELASTOMERIC / POLYETHYLENE FOAM	ARMAFLEX, AEROFLEX, THERMOBREAK TROCELLEN, *or any other substantially equivalent make*.
16	DUCT ACOUSTIC LINING	UP TWIGA, OWENS CORNING *or any other substantially equivalent make*.
17	G.I. SHEETS	TATA, SAIL, JINDAL *or any other substantially equivalent make*.
18	ALUMINIUM SHEETS	INDALCO, HINDALCO, BALCO *or any other substantially equivalent make*.

19	FACTORY FABRICATED DUCTS	DUCTOFAB, ROLASTAR, ZECO *or any other substantially equivalent make*.
20	PRE-INSULATED DUCT	ZECO, P3, ALP *or any other substantially equivalent make*.
21	FIRE RESISTANCE COATING COMPOUND	FLAMEBAR, PROMAT, WINDUCT *or any other substantially equivalent make*.
22	CO2 SENSOR	HONEYWELL, SIEMENS/ BELIMO *or any other substantially equivalent make*.
23	STEM THERMOMETERS (V - GROOVED)	EMERALD, H. GURU, JAPSIN *or any other substantially equivalent make*.
24	DUCT HANGERS	GRIPPLE, DOBYGRIP, EASYFLEX ZIPCLIP *or any other substantially equivalent make*.
25	PHI CELLS	PUREAIR, RGF, AQUA AIR *or any other substantially equivalent make*.
26	DIGITAL THERMOMETER	STAEFA, JOHNSON, SEIMENS, HONEYWELL *or any other substantially equivalent make*.
27	ALUMINIUM GRILLES / DIFFUSERS/ DAMPERS	SYSTEMAIR, SERVEX, PINEAIR *or any other substantially equivalent make*.
28	FIRE DAMPERS / VCD	RUSKIN, GREENHECK, SYSTEMAIR *or any other substantially equivalent make*.
29	ACTUATOR FOR FIRE DAMPER	SIEMENS, BELIMO, HONEYWELL *or any other substantially equivalent make*.
30	P.U.F. PIPE SUPPORTS	MALANPURENTECH, MULTI PRODUCTS, BEST PLASTRONICS *or any other substantially equivalent make*.
31	CPRX COMPOUND	SHALIMAR PAINTS, ASIAN PAINTS *or any other substantially equivalent make*.
32	AUTO AIR VENT WITH STOP VALVE	ANERGY, RAPID CONTROL, EMERALD *or any other substantially equivalent make*.
33	FIRE RESISTANT HESSAIN/ CANVAS	ARCHNA CHEMICALS, NAVAIR, EASYFLEX *or any other substantially equivalent make*.
34	RUBBER PADS / VIBRATION ISOLATORS	RESISTOFLEX, EMERALD, KANWAL *or any other substantially equivalent make*.
35	MODULATING VALVES (3-WAY/2-WAY)	HONEYWELL, JOHNSON, ANERGY RAPID CONTROL *or any other substantially equivalent make*.
36	THERMOSTAT AND ACTUATOR FOR 2-WAY / 3 WAY VALVE	ANERGY, HONEYWELL, SIEMENS, RAPID CONTROL *or any other substantially equivalent make*.
37	FLOW SWITCH	RAPID CONTROL, ANERGY, HONEYWELL *or any other substantially equivalent make*.
38	FLEXIBLE DUCT	PINEAIR, CARRYAIR, GPSPIRA *or any other substantially equivalent make*.

39	FLEXIBLE COUPLINGS	KANWAL, RESISTOFLEX, CORI *or any other substantially equivalent make*.
40	ELECTRICAL STARTERS / CONTACTORS	SIEMENS, L&T, BCH *or any other substantially equivalent make*.
41	CONTROL CABLES COPPER CONDUCTOR	NATIONAL, ECKO, FINOLEX *or any other substantially equivalent make*.
42	L.T. POWER ALUMINIUM / COPPER CABLES (FRLS)	FORT GLOSTER, CCI, UNIVERSAL, CCI MUMBAI, UNICO (MP) *or any other substantially equivalent make*.
43	PANEL BOARDS (POWDER COATED) & CONTROL CONSOLE	KEPL, TRICOLITE, ADELEC *or any other substantially equivalent make*.
44	ACB MICROPROCESSOR	L&T, SIEMENS, G.E. (SPECTRONICS), SCHNEIDER *or any other substantially equivalent make*.
45	M.C.C.B. WITH ROTARY HANDLE	L&T, SIEMENS, G.E, HAVELLS *or any other substantially equivalent make*.
46	SELECTOR SWITCH	L&T, SIEMENS, G.E, HAVELLS *or any other substantially equivalent make*.
47	MEASURING METER	AE, RISHAB *or any other substantially equivalent make*.
48	CURRENT TRANSFORMER (CAST RESIN)	AE, KAPPA, PRECISE *or any other substantially equivalent make*.
49	INDICATING LAMPS (LED TYPE)	SIEMENS, L&T, TELEMECANIQUE *or any other substantially equivalent make*.
50	ANALOG MEASURING METERS	AE, RISHAB *or any other substantially equivalent make*.
51	PERFORATED CABLE TRAYS	INDIANA, SLOTCO, BHARTI, RM CON *or any other substantially equivalent make*.
52	CABLE GLANDS	COMMET, GRIPWEL *or any other substantially equivalent make*.
53	SOLDERLESS LUGS	DOWELLS *or any other substantially equivalent make*.
54	PUSH BUTTON	SIEMENS, L&T, TELEMECANIQUE *or any other substantially equivalent make*.
55	CAPACITORS (APP TYPE)	SIEMENS, L & T, ASIAN, GE *or any other substantially equivalent make*.
56	CONTROLS	HONEYWELL, STAEFA, RAPID CONTROL, JOHNSON *or any other substantially equivalent make*.
57	COPPER WIRES	FINOLEX, ECKO, R.R. KABLE *or any other substantially equivalent make*.
58	DIGITAL VOLTMETER & AMMETER WITH SELECTOR SWITCH	ENERCON, L&T, DUCAT *or any other substantially equivalent make*.
59	CONTACTORS	L&T, SIEMENS, G.E, SCHNEIDER *or any other substantially equivalent make*.

60	SINGLE PHASING PREVENTOR	MINILEC, BCH *or any other substantially equivalent make*.
61	MINIATURE CIRCUIT BREAKER	HAGER, MDS, GE, SIEMENS, SCHNEIDER *or any other substantially equivalent make*.

## F. LIST OF MAKES FOR (ELECTRICAL) WORK

SL. NO	ITEM	MAKES
1	Protection Relays (Numeric Type)	L&T/ ABB/ Siemens/ Schneider <b>*or any other substantially equivalent make*.</b>
2	Potential Transformer	ABB/ Gilbert & Maxwell/ Secure/ Enorcon/ As per approved by SEB <b>*or any other substantially equivalent make*.</b>
3	Current Transformer (Cast Resin Epoxy Coated)	ABB/ Gilbert & Maxwell/ Secure/ Enorcon/ As per approved by SEB <b>*or any other substantially equivalent make*.</b>
4	Static Power Meter & Logger (Trivector Meters) (Networkable)	Schneider/ Socomec/ Ducati/ L&T/ As per approved by SEB <b>*or any other substantially equivalent make*.</b>
5	Electronic Digital Meter (A/V/PF/HZ/KWH) with LED Display. Ammeter/ Voltmeters / Multifunction meters and metering equipment	Schneider/ L&T/ Siemens /Secure/ Enorcon/BELUK <b>*or any other substantially equivalent make*.</b>
6	HRC Fuse and Fuse Fitting switch fuse unit with HRC fuses	Siemens/ GE/ L&T/ ABB/ Schneider <b>*or any other substantially equivalent make*.</b>
7	Control Cable	Skytone/ RPG/ KEI/ NATIONAL/ HAVELLS <b>*or any other substantially equivalent make*.</b>
8	LT XLPE Cable	Skytone/ RPG/ KEI/ NATIONAL/ HAVELLS <b>*or any other substantially equivalent make*.</b>
9	LT Panels and Sub Panels	Adlec/ SIEMENS/ L&T/ Schneider Electric/Advance/ Tricolite <b>*or any other substantially equivalent make*.</b>
10	Moulded Case Circuit Breaker (MCCB) 3 & 4 with rotary operating mechanism)	ABB (T-Max)/ L&T (D-sine)/ Schneider (NSX)/ Siemens (3VL)/ Legrand (DPX <sup>3</sup> ) <b>*or any other substantially equivalent make*.</b>
11	Distribution Board	L&T/ Schneider/ Siemens/ Legrand <b>*or any other substantially equivalent make*.</b>
12	Miniature Circuit Breaker MCB/ RCCB/ RCBO	L&T/ Schneider/ Siemens/ Legrand <b>*or any other substantially equivalent make*.</b>

13	Indicating Lamps LED type, Push Button	L & T / Schneider/ Siemens/ ABB <b>*or any other substantially equivalent make*.</b>
14	Selector Switch, Toggle switch	L & T / Schneider/ Siemens/ ABB <b>*or any other substantially equivalent make*.</b>
15	Electronic Digital Meters/Multifu nction meters (A/V/PF/ Hz/KW/KWH) (Networkable)	ABB/ L&T/ Schneider/ Siemens/ Secure/ Legrand <b>*or any other substantially equivalent make*.</b>
16	Timer	ABB/ L&T/ Schneider/ Siemens /Secure/Legrand <b>*or any other substantially equivalent make*.</b>
17	Fire Survival Cables	Beldon/ Fusion Polymer/ Tyco/ Rallison/Havells <b>*or any other substantially equivalent make*.</b>
18	Cable Glands Double Compression with earthing links	Dowells/ Comet/ Cosmos <b>*or any other substantially equivalent make*.</b>
19	Bimetallic / Copper / Aluminium Cable Lug	Dowells/ Comet/ Cosmos/ Hax Brass <b>*or any other substantially equivalent make*.</b>
20	PVC insulated copper conductor stranded flexible wire (FRLS)	RR Kabel/ KEI/ Rallison/ National/ Skytone/ Havells / Finolex <b>*or any other substantially equivalent make*.</b>
21	Metallic/ GI Conduit (ISI approved)	BEC/ AKG / RMCON <b>*or any other substantially equivalent make*.</b>
22	PVC Conduit and Accessories (ISI approved). Heavy Duty (not less than 2mm thick)	BEC/ Polypack/ AKG / D-plast <b>*or any other substantially equivalent make*.</b>
23	Cable Trays / Raceways (Factory Fabricated)	Legrand/ OBO/ MEM/ Indiana/RMCON /Profab/ BEC <b>*or any other substantially equivalent make*.</b>
24	Polycarbonate Junction Boxes	Hensel/ Clipsal/ Sintex/ OBO <b>*or any other substantially equivalent make*.</b>
25	Rubber Mats (ISI mark)	Jyoti / Tata Rubber Corporation <b>*or any other substantially equivalent make*.</b>
26	MS/ GI pipe	Tata/ Jindal (Hissar) <b>*or any other substantially equivalent make*.</b>
27	Fasteners	Hilti/ Fisher <b>*or any other substantially equivalent make*.</b>
28	Fire Sealant & Fire- Retardant Paint	Promet/ Hilti/ Birla 3M <b>*or any other substantially equivalent make*.</b>
29	Switch & Socket Outlet	Crabtree (Murano), Legrand (arteior)/ Honeywell (blenze plus)/Schneider (Opale) <b>*or any other substantially equivalent make*.</b>

30	Floor Boxes for power and data	MK/ Legrand/ MEM/ OBO <b>*or any other substantially equivalent make*.</b>
31	Terminal Blocks	Connect Well/ Elmex/ Wago <b>*or any other substantially equivalent make*.</b>
32	Industrial Socket Metal Clad	Legrand/ Schneider/ ABB/ L&T/ Siemens <b>*or any other substantially equivalent make*.</b>
33	Industrial Socket Weather Proof	Gewiss/ Legrand/ Schneider/ ABB/ L&T/Siemens <b>*or any other substantially equivalent make*.</b>
34	Ceiling Fan/ Exhaust Fans / Air Circulators	Havells/ BAJAJ/ Crompton <b>*or any other substantially equivalent make*.</b>
35	Day light/Occupancy Sensor	Philips/ Lutron/ Schnider/ MK/ Hagger <b>*or any other substantially equivalent make*.</b>
36	Inverter	Luminous/ Microtek/Suckam <b>*or any other substantially equivalent make*.</b>
37	UPS	Emerson/ Schneider (APC)/ ABB/ Socomec/ Eton/ Delta <b>*or any other substantially equivalent make*.</b>
38	Sealed Maintenance Free Battery	Exide/ Global (Rocket)/ Hitachi <b>*or any other substantially equivalent make*.</b>
39	Battery Charging Panel/ Battery Charger	Caldyne/ Volstat/ Hitachi/ Nelco/ Crompton Greaves/Amara Raja / Mahamai <b>*or any other substantially equivalent make*.</b>
40	Lightning and Surge Voltage Protection	ABB/ Hagger/ Schneider/ OBO/ Legrand
	Fire Alarm System	
41	Repeater Panel	BOSCH/ Honeywell/ Siemens – Fire Finder/ Notifier <b>*or any other substantially equivalent make*.</b>
42	Detectors	BOSCH/ Honeywell/ Siemens – Fire Finder/ Notifier <b>*or any other substantially equivalent make*.</b>
43	Fault Isolators	BOSCH/ Honeywell/ Siemens – Fire Finder/ Notifier <b>*or any other substantially equivalent make*.</b>
44	Control Module Fire Alarm Main Control And Indicating Panel (conventional microprocessor based)	BOSCH/ Honeywell/ Siemens – Fire Finder/ Notifier <b>*or any other substantially equivalent make*.</b>
45	Monitor Module	BOSCH/ Honeywell/ Siemens – Fire Finder/Notifier <b>*or any other substantially equivalent make*.</b>
46	Directional Sounder	BOSCH/ Honeywell/ Siemens – Fire Finder/Notifier <b>*or any other substantially equivalent make*.</b>
47	Manual Call Points	BOSCH/ Honeywell/ Siemens – Fire Finder/ Notifier <b>*or any other substantially equivalent make*.</b>
48	Beam Detector	BOSCH/ Honeywell/ Siemens – Fire Finder/ Notifier <b>*or any other substantially equivalent make*.</b>
49	Aspiration System	BOSCH/ Honeywell/ Siemens – Fire Finder/ <b>*or any other substantially equivalent make*.</b>

50	Fire Survival Cable	Beldon/ Fusion Polymer/ Tyco/ Rallison/Havells <b>*or any other substantially equivalent make*.</b>
51	Communication Cables/ Signal Cables	Beldon/ Fusion Polymer <b>*or any other substantially equivalent make*.</b>
52	Computer with LED monitor and mouse	IBM/ Dell/ HP <b>*or any other substantially equivalent make*.</b>
53	Fire Survival Cable (MICC)	Pirotanax/Jiuli/Pentair/Tyco <b>*or any other substantially equivalent make*.</b>
54	<b>LED Light Fixtures</b>	Philips/ Trilux/ Kasalec/ Schreder/ HAvels,/Bajaj/ Wipro / As per Item <b>*or any other substantially equivalent make*.</b>
55	Communication cables. (3 core 1.0/1.5 mm <sup>2</sup> ), PVC insulated, tinned copper conductor cable	Beldon/ Fusion Polymer/ Teleflex <b>*or any other substantially equivalent make*.</b>



## G. LIST OF MAKES FOR FIRE FIGHTING WORK

SL. No.	Materials	Makes
1	M.S/G.I. Pipe	TATA, Jindal, Hissar, Parkash *or any other substantially equivalent make*
2	Forged Steel Fittings	V.S Forge, DKR, Victaulic *or any other substantially equivalent make*
3	Sluice valves	Kirloskar, Advance, Zoloto *or any other substantially equivalent make*
4	Butterfly Valves	Kirloskar, Advance, Lahri *or any other substantially equivalent make*
5	Non-Return Valves	Kirloskar, Advance, Zoloto *or any other substantially equivalent make*
6	Ball Valves	CIM, Sant, Leader, Zoloto *or any other substantially equivalent make*
7	Gate Valves	Kirloskar, Sant, Leader, Zoloto *or any other substantially equivalent make*
8	Flow Switch	Potter, HD, System Sensor *or any other substantially equivalent make*
9	Pressure Gauge	Eversafe, H.Guru, Fiebig, Waree *or any other substantially equivalent make*
10	Hydrant valve	Eversafe, Minimax, Newage *or any other substantially equivalent make*
11	Fire Brigade Inlet	Eversafe, Minimax, Newage *or any other substantially equivalent make*
12	Hose pipe (C. P)	Eversafe, Minimax, Newage *or any other substantially equivalent make*
13	Hose pipe (R.R.L.)	Eversafe, Minimax, Newage *or any other substantially equivalent make*
14	Hose Reel	Eversafe, Minimax, Newage *or any other substantially equivalent make*
15	Hose Coupling branch pipe and nozzle	Eversafe, Minimax, Newage *or any other substantially equivalent make*
16	Portable Fire Extinguisher	Exflame, Ceasefire, Kanex, Flame Guard *or any other substantially equivalent make*
17	Sprinkler and accessories	HD, Tyco, Viking *or any other substantially equivalent make*
18	Wet Alarm Valve	HD, Tyco, Viking *or any other substantially equivalent make*
19	Pressure Reducing Valve	Honeywell, Danfoss, Newage *or any other substantially equivalent make*
20	Pipe coat material (Pipe Protection)	PYPKOTE, Rustfire, Corpro-Tape, Makpoly Cot *or any other substantially equivalent make*
21	Paint	Asian, Nerolac, Berger *or any other substantially equivalent make*
22	Fire Pumps	Kirloskar, KSB, Grundfoss *or any other substantially equivalent make*

23	Vibration isolator/Flexible Coupling	Resistoflex, Kanwal Industries <b>*or any other substantially equivalent make*</b>
24	Strainer	Emerald, DS Engineering, Eversafe <b>*or any other substantially equivalent make*</b>
25	Structural supports	Hilti, Fischer <b>*or any other substantially equivalent make*</b>
26	Structural supports	Hilti, Fischer <b>*or any other substantially equivalent make*</b>
27	Drop Down Fire Curtain	Window Techs, Decorex, F-décor, Soeteria <b>*or any other substantially equivalent make*</b>

## H. LIST OF MAKES FOR ICT WORKS

SL. No.	ITEM	MAKES
1	UTM upto 100 users	Cisco/Check Point/ Fortinet, <b>*or any other substantially equivalent make*</b>
2	L2 switch 24port, managed	Cisco /Dell / Fortinet / HP, <b>*or any other substantially equivalent make*</b>
3	L2+ managed 24port POE switch	Cisco/ Dell/ Fortinet/ HP, <b>*or any other substantially equivalent make*</b>
4	Access point, indoor wireless 280 Dual radio, Freq: 802.11A/B/G/N and 802.11A/N/AC, 1x GE RJ45 port	Cisco/ Fortinet/HP, <b>*or any other substantially equivalent make*</b>
5	Cat-6 Cable	Dlink/ Belden / Amp, <b>*or any other substantially equivalent make*</b>
6	RJ 45 connector	Dlink/ Belden / Amp, <b>*or any other substantially equivalent make*</b>
7	Wall Mount Rack	Valrack/ President / Comrack, <b>*or any other substantially equivalent make*</b>
8	<b>PVC Conduit</b>	
9	CAT 6 Patch Pannel	Dlink/ Belden / Amp, <b>*or any other substantially equivalent make*</b>
10	CAT 6 Patch Cord (1mtr)	Dlink/ Belden / Amp, <b>*or any other substantially equivalent make*</b>
11	CAT 6 Patch Cord (2mtr)	Dlink/ Belden / Amp, <b>*or any other substantially equivalent make*</b>
12	IO Port	Dlink/ Belden / Amp, <b>*or any other substantially equivalent make*</b>
13	UPS ( 20 KVA with 30 min back up)	Delta / Emerson/ APC, <b>*or any other substantially equivalent make*</b>
14	Server, 2x Intel Xeon Processor, E 5 2683 V4, RAM 128 GB, HDD 4TB, 3trs warranty	HP / Dell, <b>*or any other substantially equivalent make*</b>
15	NAS Storage, 20 TB	Dell / HP, <b>*or any other substantially equivalent make*</b>
16	<b>Fingerprint biometric machine</b>	Essl/ Honeywell/Virdi/ Solus, <b>*or any other substantially equivalent make*</b>
17	<b>4 Door or more Network Access Controller</b>	Syris / Essl / HID/ Solus/ Honeywell, <b>*or any other substantially equivalent make*</b>
18	<b>Smart Card Reader</b>	Syris / Essl / HID/ Solus/ Honeywell, <b>*or any other substantially equivalent make*</b>

19	Access Electromagnetic Door lock	Ncom/ Essl / Honeywell / Bel / Uni, <b>*or any other substantially equivalent make*</b>
20	Push to open button	
21	Network Access Control System management software	Ncom/ Essl / Honeywell / Bel / Uni, <b>*or any other substantially equivalent make*</b>
22	Attendance management Software	Essl/ Honeywell/Virdi/ Solus, <b>*or any other substantially equivalent make*</b>
23	1080P resolution HD 2MP DOME Camera along with 12 V power Supply	Honeywell / Panasonic/ Samsung, <b>*or any other substantially equivalent make*</b>
24	16 Channel HD DVR with 4TB HDD	Honeywell / Panasonic/ Samsung, <b>*or any other substantially equivalent make*</b>
25	RG-6 Coaxial Video Cable	Finolex/ Belden/ General Cable or Equivalent, <b>*or any other substantially equivalent make*</b>
26	POWER 2 CORE CABLE	Super/ Finolex/ Belden/ Polycab General Cable or Equivalent, <b>*or any other substantially equivalent make*</b>
27	PVC PIPE / CONDUCT	
28	49inch LED Display with 2x HDMI inputs	Samsung / LG/ Panasonic/ Philips, <b>*or any other substantially equivalent make*</b>
29	6feet Long HDMI male to male cable	Belden / Kramer / Honeywell / Extron, <b>*or any other substantially equivalent make*</b>
30	3500 ANSI Lumens WXGA resolution Projector, 1x HDMI, 1x VGA input. With inbuilt Speakers. RS232/ Ethernet Control	Optoma/ Sony / NEC/ Epson, <b>*or any other substantially equivalent make*</b>
31	100inch Diagonal Motorised projection screen	Draper / Dalite /Grandview / Suvira, <b>*or any other substantially equivalent make*</b>
32	Laptop Presentation point with 1x Multi Region Power Socket, Pass through Hole for VGA, Audio, HDMI & LAN connectivity	Extron / AMX / Cestron/ AVC, <b>*or any other substantially equivalent make*</b>
33	Multiformat Scaling Switcher Transmitter-Receiver system with 2x HDMI input, 1x VGA audio input, Receiver Output: 1x HDMI output. Scaling upto resolution of WUXGA or more. Audio Embedding & De embedding feature	Atlona / Crestron / Extron/ AMX, <b>*or any other substantially equivalent make*</b>
34	Wireless Presentation System	Atlona/Wepresent / AMX / Extron, <b>*or any other substantially equivalent make*/Crestron</b>

35	8 or more Button based Controller with Volume Control knob/buttons for Projection Screen control, Projector control, audio control	Atlona/ Crestron / Extron /AMX, <b>*or any other substantially equivalent make*</b>
36	7-inch or more Room Scheduler panel with PoE and configuration through Microsoft Exchange or Office 365	Evoko / Extron / Crestron / Steelcase / AMX, <b>*or any other substantially equivalent make*</b>
37	6feet Long HDMI male to male cable	Belden / Kramer / Honeywell / Extron/ Crestron, <b>*or any other substantially equivalent make*</b>
38	6feet Long VGA & Audio male to male cable	Belden / Kramer / Honeywell / Extron/ Crestron, <b>*or any other substantially equivalent make*</b>
39	HDMI to Display port active convertor	Extron / Kramer/ Crestron/ Equivalent, <b>*or any other substantially equivalent make*</b>
40	Other Cables & Connectors	Belden / Kramer / Honeywell / Extron/ Crestron, <b>*or any other substantially equivalent make*</b>
41	75-inch LED professional Display	Optoma/ Sony / NEC/ Epson, <b>*or any other substantially equivalent make*</b>
42	Laptop Presentation point with 1x Multi Region Power Socket, Pass through Hole for VGA, Audio, HDMI & LAN connectivity	Extron / AMX / Cestron/ AVC, <b>*or any other substantially equivalent make*</b>
43	Full HD video Conferencing System with 12x Zoom PTZ camera, 1+4 or more locations multiparty conferencing system	Polycom / Cisco, <b>*or any other substantially equivalent make*</b>
44	Multiformat Scaling Switcher Transmitter-Receiver system with 2x HDMI input, 1x VGA audio input, Receiver Output: 1x HDMI output. Scaling upto resolution of WUXGA or more. Audio Embedding & De embedding feature	Atlona / Crestron / Extron/ AMX, <b>*or any other substantially equivalent make*</b>
45	Wireless Presentation System	Atlona/Wepresent / AMX / Extron /Crestron, <b>*or any other substantially equivalent make*</b>
46	1:2 HDMI Distribution amplifier	Atlona / Crestron / Extron/ AMX, <b>*or any other substantially equivalent make*</b>
47	8 or more Button based Controller with Volume Control knob/buttons for Projection Screen control, Projector control, audio control	Atlona/ Crestron / Extron /AMX, <b>*or any other substantially equivalent make*</b>

48	7inch or more Room Scheduler panel with PoE and configuration through Microsoft Exchange or Office 365	Evoko / Extron / Crestron / Steelcase / AMX, <b>*or any other substantially equivalent make*</b>
49	6feet Long HDMI male to male cable	Belden / Kramer / Honeywell / Extron/ Crestron, <b>*or any other substantially equivalent make*</b>
50	9 feet Long HDMI male to male cable	Belden / Kramer / Honeywell / Extron/ Crestron, <b>*or any other substantially equivalent make*</b>
51	6-feet Long VGA & Audio male to male cable	Belden / Kramer / Honeywell / Extron/ Crestron, <b>*or any other substantially equivalent make*</b>
52	HDMI to Display port active convertor	Extron / Kramer/ Crestron/ <b>*or any other substantially equivalent make*</b>
53	Other Cables & Connectors	Belden / Kramer / Honeywell / Extron/ Crestron, <b>*or any other substantially equivalent make*</b>
54	49-inch LED Display with 2x HDMI inputs	Samsung / LG/ Panasonic/ Philips, <b>*or any other substantially equivalent make*</b>
55	Wireless Presentation System	Wepresent / AMX / Extron / Kramer/ Crestron, <b>*or any other substantially equivalent make*</b>
56	6-feet Long HDMI male to male cable	Belden / Kramer / Honeywell / Extron, <b>*or any other substantially equivalent make*</b>
57	49-inch LED Display with 2x HDMI inputs	Samsung / LG/ Panasonic/ Philips, <b>*or any other substantially equivalent make*</b>
58	Wireless Presentation System	Wepresent / AMX / Extron / Kramer/ Crestron, <b>*or any other substantially equivalent make*</b>
59	6 feet Long HDMI male to male cable	Belden / Kramer / Honeywell / Extron, <b>*or any other substantially equivalent make*</b>
60	49-inch LED Display with 2x HDMI inputs	Samsung / LG/ Panasonic/ Philips, <b>*or any other substantially equivalent make*</b>
61	Network Media Player with HDMI output	3M / Scala / AMX, <b>*or any other substantially equivalent make*</b>
62	6-feet Long HDMI male to male cable	Belden / Kramer / Honeywell / Extron/ Crestron, <b>*or any other substantially equivalent make*</b>
63	5000 Lumens WXGA resolution Projector, 1x HDMI, 1x VGA, RS 232/Ethernet control	Optoma / Sony/ Christie / Epson / NEC, <b>*or any other substantially equivalent make*</b>
64	110-inch Motorized projection Screen with LVC controller	Draper /Dalite / Suvira/ Liberty, <b>*or any other substantially equivalent make*</b>
65	85-inch 4K LED professional Display with 2x HDMI, 1x VGA input, RS232/ Ethernet Control	Christie / Samsung / NEC, <b>*or any other substantially equivalent make*</b>
66	Laptop Presentation point with 1x Multi Region Power Socket, 1 USB power Socket, Pass	Extron / Kramer / Cestron/ AVC, <b>*or any other substantially equivalent make*</b>

	through Hole for VGA, Audio, HDMI & LAN connectivity	
67	Multi-Format Twisted Pair transmitter with 1x VGA input, 1x HDMI input, Output: 1x RJ45 (HDBaseT /Twisted pair output), 70mtrs distance support, 4K resolution	Atlona / Extron / Crestron / AMX, <b>*or any other substantially equivalent make*</b>
68	8-input 4-output Digital Matrix Switcher with 3x HDBaseT input, 5x HDMI input, Output: 2x HDBaseT, 2x HDMI. Scaling on twisted pair output or in HDMI receiver	Atlona/ Extron. /Crestron/ AMX, <b>*or any other substantially equivalent make*</b>
69	HDMI & Control Twisted pair receiver with inbuilt Scaling facility upto 4K resolution or scaling in the Digital Matrix Switcher twisted pair output. Supporting 70mtrs distance	Atlona/ Extron. /Crestron/ AMX, <b>*or any other substantially equivalent make*</b>
70	Full HD video Conferencing System with 12x Zoom PTZ camera, 1+4 or more locations multiparty conferencing system	Polycom / Cisco, <b>*or any other substantially equivalent make*</b>
71	Wireless Presentation System	Atlona/Wepresent / AMX / Extron /Crestron, <b>*or any other substantially equivalent make*</b>
72	Chairman Gooseneck Conference system with Mute on/Off button & Priority button	Sennhieser / DBX / Beyerdynamic / Televic, <b>*or any other substantially equivalent make*</b>
73	Delegate Gooseneck Conference microphone system with Mute on/Off button	Sennhieser / DBX / Beyerdynamic / Televic, <b>*or any other substantially equivalent make*</b>
74	Conference Control unit with RS 232/Ethernet control, 40 or more microphone support	Sennhieser / DBX / Beyerdynamic / Televic, <b>*or any other substantially equivalent make*</b>
75	Two-way ceiling speakers 20W or more	Apart / Extron /JBL / Tannoy/ Electrovoice, <b>*or any other substantially equivalent make*</b>
76	Dual Channel Audio Amplifier, 100W or more per channel, Class D/TD	Apart / Extron /Crown / Labgruppen/ Powersoft, <b>*or any other substantially equivalent make*</b>
77	7-inch or more touch Control Panel for Control of room equipment	Atlona / Extron / Crestron / AMX, <b>*or any other substantially equivalent make*</b>

78	AV Control Processor with RS232 controls, Ethernet Control, Relay Control	Atlona / Extron / Crestron / AMX, <b>*or any other substantially equivalent make*</b>
79	7-inch or more Room Scheduler panel with PoE and configuration through Microsoft Exchange or Office 365	Evoko / Extron / Crestron / Steelcase / AMX, <b>*or any other substantially equivalent make*</b>
80	6-feet Long HDMI male to male cable	Belden / Kramer / Honeywell / Extron/ Crestron, <b>*or any other substantially equivalent make*</b>
81	9-feet Long HDMI male to male cable	Belden / Kramer / Honeywell / Extron/ Crestron, <b>*or any other substantially equivalent make*</b>
82	Shielded Twisted pair cable 24 AWG	Belden / Kramer / Extron/ Crestron, <b>*or any other substantially equivalent make*</b>
83	Other Cables & Connectors	Belden / Kramer / Honeywell / Extron/ Crestron, <b>*or any other substantially equivalent make*</b>
84	HDMI to Display port active convertor	Extron / Belkin/ Crestron/ Equivalent, <b>*or any other substantially equivalent make*</b>
85	19-inch Equipment Rack	Valrack / Comrack / President, <b>*or any other substantially equivalent make*</b>

**NOTES:**

**THE CLIENT RESERVES THE RIGHT TO SELECT ANY OF THE MAKES SPECIFIED ABOVE.**



# Section 10: Form of Agreement

## Section 10: Form of Agreement

(To be executed on requisite value of stamp Papers)

### AGREEMENT

THIS AGREEMENT is entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2019

### BETWEEN

**THE Delhi Mumbai Industrial Corridor Development Corporation Limited (DMICDC)**, represented by its Chief Executive Officer, New Delhi, incorporated under Indian Companies and having registered office at (Room No. 341B, 3<sup>rd</sup> Floor Hotel Ashok, Diplomatic Enclave, 50B, Chanakyapuri, New Delhi 110021 (hereinafter referred to as the **"Employer"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;

### AND

M/s. \_\_\_\_\_ means the selected bidder incorporated under Indian Companies Act, \_\_\_\_\_ having its registered office at \_\_\_\_\_, (hereinafter referred to as the **"Contractor"** which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the Other Part.

### WHEREAS:

- (A) The Employer has decided to undertake "the Works of Interiors of New Office Space for DMICDC at 8<sup>th</sup> Floor, Tower-1 Jeevan Bharti Building, Connaught Place, New Delhi-110001" on Turn-Key Basis in accordance with the terms and conditions to be set forth in this agreement.
- (B) The Employer had accordingly invited proposals by its Request for Qualification cum Proposal No. (the **"Request for Qualification cum Proposal "or "RFQ&P"**) for shortlisting of bidders for execution of the **"Project" on Turnkey basis** and had shortlisted certain bidders including, inter alia, the Contractor.
- (C) After evaluation of the bids received, the Employer had accepted the bid of the selected bidder and issued its Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ (Hereinafter called the "LOA") to the selected bidder for "Works of Interiors of New Office Space for DMICDC at 8<sup>th</sup> Floor, Tower-1 Jeevan Bharti Building, Connaught Place, New Delhi-110 001 on Turnkey Basis" at the Contract Value specified hereinafter, requiring the selected bidder to inter alia:

- (i) Execute this Agreement within 7 (Seven Days) days of the date of issue of LOA.
- (D) In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- (E) The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - a. Letter of Acceptance of Tender
  - b. Notice Inviting Tender
  - c. Instructions to the Tenderers
  - d. Appendix to Tender
  - e. Special Conditions of the Contract
  - f. General Conditions of Contract
  - g. Scope of work
  - h. Technical Specifications
  - i. Drawings
  - j. Relevant codes and Standards
- (F) In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
- (G) The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Value or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

(Name, Designation and address of the authorised signatory)

Signed for and on behalf of the Contractor in the presence of:

Witness:

- 1.
- 2.

(Name, Designation and address of the authorised signatory)

Signed for and on behalf of the Employer in the presence of:

Witness:

- 1.
- 2.

Name and address of the witnesses to be indicated.

# Technical Specifications

## A. Civil and related works

Sr. no.		Remarks
<b>1.0</b>	<b>CIVIL WORK</b>	
<b>1.1</b>	<b>Demolition / Clearing Works</b>	
1.1.1	Existing brick wall, flooring, tiling, false ceiling and other works demolition in complete all respect. Rates shall include disposal of all debris from site to MSD disposal points.	As per market rate 30 Rs. per sq. ft. considered for office demolition work.
<b>1.2</b>	<b>Masonry Walls</b>	
1.2.1	Providing and erecting 4 1/2" thk, Single brick wall (first class bricks) in cement and sand mortar 1:3 with flush joint complete with material, labour, scaffolding, curing etc. The rate to include 2 Nos 6mm dia. M.S. bars at every at every third course of half brick masonry. The work to include cost for lintels / sills in RCC required for Doors, windows, openings etc. excluding plaster.	
1.2.2	Same as 2.1 but 9" thk (Double brick wall)	
<b>1.3</b>	<b>PCC Works</b>	
1.3.1	<b>P/E Plain cement concrete</b> including shuttering if required for <b>Exterior Works.</b> The thickness may vary from 3" to 4" as per requirement.	
1.3.2	<b>Same as 4.1 above but for levelling course for flooring</b> within the Premise if required subject to prior approval.	
<b>1.4</b>	<b>Plaster</b>	
1.4.1	P/A 1:4 cement plaster with waterproofing compound to brick/RCC work in single coat of avg 3/4 " thick finished to receive plaster of Paris levelling coat.	
<b>1.5</b>	<b>IPS flooring:</b>	
7.1	Providing and laying cement concrete flooring 40mm thk. M-15, C.M. laid to proper level and slope in alternate bays including compaction filling joints marking lines to give the appearance of tiles 30 cm x 30cm laid diagonally or square finishing smooth (with extra cement) in any colour as directed and curing complete in all respect.	
<b>1.6</b>	<b>WATERPROOFING</b>	
1.6.1	P/A waterproofing treatment for toilets, pantry counter as per DSR Item No. 22.7 of DSR 2016 including cement plaster in 1:3 with water proofing compound, finished with neat cement in floor <b>up to 3'-0"ht</b> dado. Including curing as per India Waterproofing Co method. with a <b>guarantee for 5 years.</b> P/L	

	<p>brickbat coba up to 6" thk in 1:4 over the above waterproofing course including finishing the top surface to receive the floor tiles as per India Waterproofing Co.</p> <p>Measurements of floor area shall only be considered for said works.</p> <p>Location- Toilets and Pantry</p>	
<b>2.0</b>	<b>Flooring and Dado</b>	
	<b>For make and type / design of flooring material refer Make list</b>	
<b>2.1</b>	<b>Matt finish Vitrified Tiling:</b>	
2.1.1	<p>Providing and laying Matt finish Vitrified tiles in floor with different sizes (thickness to be specified by the manufacturer), with water absorption less than 0.08% and conforming to IS:15622, of approved brand &amp; manufacturer, in all colours and shade, laid with cement based high polymer modified quick set tile adhesive (water based) conforming to IS: 15477, in average 6 mm thickness, including grouting of joints (Payment for grouting of joints to be made separately). (Size of Tile 600x600 mm) Location -Toilets</p>	Base price 80 Rs. per sq. ft.
2.1.2	Same as 2.1.1 but for providing and fixing 4" high skirting/border.	
<b>2.2</b>	<b>Matt finish Vitrified Tiling:</b>	
2.2.1	<p>Providing and laying Matt finish Vitrified tiles in floor with different sizes (thickness to be specified by the manufacturer), with water absorption less than 0.08% and conforming to IS:15622, of approved brand &amp; manufacturer, in all colours and shade, laid with cement based high polymer modified quick set tile adhesive (water based) conforming to IS: 15477, in average 6 mm thickness, including grouting of joints (Payment for grouting of joints to be made separately) (Size of Tile 600x600 mm) Location -Pantry, open work area</p>	Base price 80 Rs. per sq. ft.
2.2.2	Store room, electrical room and AHU room	Market rate, base rate of tile 40 Rs. per sq. ft.
2.2.3	Same as 2.2 but for providing and fixing 4" high skirting/border.	
2.3	<p>Raised Floor Providing and fixing Access Floor panel of 600x600x32 mm medium grade Filled Steel anti-static high-pressure Lamination of 800H grade (FS800H). Access Floor panel shall be steel welded construction with an enclosed bottom pan with uniform pattern of 64 hemispherical cones.</p>	

	<p>The top and bottom plates of Steel Gauges: top 0.6 mm and bottom 0.7 mm fused spot welded together (minimum 64 welds in each dome and 20 welds along each flange). The panel should be corrosion resistant epoxy coated for lifetime rust protection and cavity formed by the top and bottom plate is filled with Pyro grip non-combustible Portland cementitious core mixed with lightweight foaming compound. The access floor shall be factory finished with Anti-static High-Pressure laminate with Non-Warp technology up to 1mm thickness for superior adhesion and Surface flatness within 0.75mm. The panel is to withstand a Concentrated Load of 363 kgs applied on area 25mm x 25mm without collapse in the centre of the panel which is placed on four steel blocks. The panel will withstand and Uniformly Distributed Load (UDL) minimum 1250 kg/sqm and, an impact load of 50kg all complete as per the approved manufacturers specification and as per the direction of Engineer-in-charge. All specification must be printed on the side of the panel to ensure the quality of the product.</p> <p>300 mm Finished Floor Height (FFH) Location-Server room</p>	
2.4	<p>Providing and laying machine cut, mirror polished Marble stone flooring, in required design (Simple geometrical, abstract etc.) and in patterns in combination with Italian marble stones of different colours, shades and finished surface texture etc., in linear portions of the building, all complete as per the architectural drawings, with 18 mm thick stone slab laid over 20 mm (average) thick base of cement mortar 1:4 (1 cement : 4 coarse sand) laid and jointed with white cement slurry @ 4.4 kg/sqm including pointing with white cement slurry admixed with pigment to match the marble shade including rubbing, curing and polishing etc. all complete as specified and as directed by the Engineer-in-Charge.</p> <p>18 mm thick Italian Marble stone slab, Beige colour stone flooring -Reception and Lift Lobby.</p>	
2.5	<p>Providing and laying machine cut, mirror polished Marble stone flooring, in required design (Simple geometrical, abstract etc.) and in patterns in combination with Italian marble stones of different colours, shades and finished surface texture etc., in linear portions of the building, all complete as per the architectural drawings, with 18 mm thick stone slab laid over 20 mm (average) thick base of cement mortar 1:4 (1 cement : 4 coarse sand) laid and jointed with white cement slurry @ 4.4</p>	

	kg/sqm including pointing with white cement slurry admixed with pigment to match the marble shade including rubbing, curing and polishing etc. all complete as specified and as directed by the Engineer-in-Charge. 18 mm thick Italian Marble stone slab, Beige colour stone flooring -VIP Sitting area .	
2.6	Carpet Tile Flooring in Meeting room, Conference room, CEO Cabin, MD cabin & PA cabin	Flotex
2.6.1	Carpet Tile Flooring Combination in Cabins	Flotex
2.7	Providing & laying of wooden flooring best quality in Pergo or equivalent make as approved by Architect (Tongue & groove) using 8 x 195 x 1282 mm approx. size. The cost to include skirting, reducers & Tee sections. This is also to include providing of polythene sheet, Foam of 2mm & glue. Grade to be used: 32. No extra shall be measured for Skirting	
3	Cladding work	
3.1	Providing and fixing polished Vitrified tiles on walls with different sizes (thickness to be specified by the manufacturer), with water absorption less than 0.08% and conforming to IS:15622, of approved brand & manufacturer, in all colours and shade, fix with cement based high polymer modified quick set tile adhesive (water based) conforming to IS: 15477, in average 6 mm thickness, including grouting of joints (Payment for grouting of joints to be made separately). (Size of Tile 600x600 mm) Location - Pantry	
3.2	Providing and fixing polished Vitrified tiles on walls with different sizes (thickness to be specified by the manufacturer), with water absorption less than 0.08% and conforming to IS:15622, of approved brand & manufacturer, in all colours and shade, fix with cement based high polymer modified quick set tile adhesive (water based) conforming to IS: 15477, in average 6 mm thickness, including grouting of joints (Payment for grouting of joints to be made separately). (Size of Tile 600x600 mm) Location - Toilets	
3.3	Providing and fixing machine cut, mirror polished Marble stone Cladding ,in required design (Simple geometrical, abstract etc.)	Base rate 250 Rs. Per sq. ft.



	<p>and in patterns in combination with Italian marble stones of different colours, shades and finished surface texture etc., in linear portions of the building, all complete as per the architectural drawings, with 18 mm thick stone slab on over 20 mm (average) thick base of cement mortar 1:4 (1 cement : 4 coarse sand) laid and jointed with white cement slurry @ 4.4 kg/sqm including pointing with white cement slurry admixed with pigment to match the marble shade including rubbing, curing and polishing etc. all complete as specified and as directed by the Engineer-in-Charge.</p> <p>18 mm thick Italian Marble stone slab, Beige colour stone Cladding - lift lobby area</p>	
	<b>Plumbing work</b>	
<b>9.0</b>	<b>Pantry counters</b>	
9.1	<p>Providing and fixing 18 mm thick gang saw cut, mirror polished, pre-moulded and pre-polished, machine cut for kitchen platforms, vanity counters, window sills, facias and similar locations of required size, approved shade, colour and texture laid over 20 mm thick base cement mortar 1:4 (1 cement : 4 coarse sand), joints treated with white cement, mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edges to give high gloss finish etc. complete at all levels.</p>	
9.2	Item same as above, Corian Lunch counter with all supporting structure & fixing arrangements	
9.3	<p><b>LACQUER GLASS:</b> Providing and fixing of Glass cladding formed of 6mm thick Planilaque Evolution Coloured Lacquer Glass (Saint Gobain make) fixed with manufacturer specified make adhesive on existing partition/panelling as per details drawing and as directed by Architect.</p>	
12	<b>PLUMBING</b>	
12.1	Providing & fixing Basin counter at all heights & levels in 18 mm thick Granite (as per approved sample & pattern), over necessary base frame, grinding, mirror polishing etc all as per details, specifications, drawings and to the satisfaction of the Engineer.	
12.2	Supply fixing and installation of <b>urinal partition</b> in FROSTED GLASS 12mm thick with polished edges fixed on brackets as per design all complete.	
12.3	Wash basin - vessel Above counter - Make kohler or as equivalent	

12.4	Supply, Installing & fixing of <b>Wall mounted EWC/ WALL MOUNTED EWC with cistern tank</b> including matching <b>Standard seat cover, angle cock etc. complete.</b>	
12.5	Health faucet with metal hose and holder - Make kohler or as equivalent	
12.6	Paper holder - Make kohler or as equivalent	
12.7	Soap dispenser - Make kohler or as equivalent	
12.8	SS Dust bin	
12.9	Bottle trap - Make kohler or as equivalent	
12.10	Basin Mixer	
12.11	Waste Coupling	
12.1	Paper Napkin Holder	
12.13	Supply & fixing of <b>Robe Hooks Make kohler or as equivalent</b>	
12.1	<b>Supply &amp; fixing of Nahani trap</b> with Stainless Steel Chilli trap	
12.15	Providing & fixing 1/2" <b>Two Way Bib cock</b> for jet spray in EWC with necessary flanges.	
12.2	Supply & fixing of <b>Towel ring - Make kohler or as equivalent</b>	
12.17	Providing and fixing Stainless Steel A ISI 304 (18/8) kitchen sink as per IS:13983 with C.I. brackets and stainless steel plug 40 mm, including painting of fittings and brackets, cutting and making good the walls wherever required including <b>angle cock, plumbing, bottle trap &amp; long body tap swing type</b> etc all complete	
12.18	Hand dryer Make Euronics or as equivalent	
12.19	Geyser	
	Instant Geyser - for CEO toilets	
	50 litres capacity - for Main Pantry	
	25 litres Capacity - for Public toilets	
12.20	Supply, fixing & installing of urinal including Censor.	
12.21	Supply fixing and installation of <b>Concealed stop cocks</b> (to be provided only at the entry point of plumbing lines within the toilets / pantry)	
12.2	Internal concealed plumbing works for water supply, drainage and related works per toilet comprising of wash basin, WC, urinals etc all complete. Gents Toilet	
12.23	Internal concealed plumbing works for water supply, drainage and related works per toilet comprising of wash basin, WC etc all complete. Ladies Toilet	
12.2	Internal concealed plumbing works for water supply, drainage and related works for pantry comprising of sink, provision for water heater, aqua guard, etc.	

12.3	WC cubical	
<b>13.0</b>	<b>External plumbing works.</b>	
	Providing & laying heavy type 'C' class galvanised pipes with screwed sockets, joints, and necessary GI fittings such as socket, elbows, bends, tees etc, including making/ drilling holes in walls/ slabs and remaking good the damages in original conditions and applying two coats of oil paint of approved shade. The rate is inclusive of necessary scaffolding.	
13.1	40mmdia	
	Supplying and fixing of PVC Pipe of SWR Grade of approved company including all necessary fitting fixed with GI Clamp making necessary holes in vealts, refilling the same with concrete making good the damaged portions with matching plaster complete in all respects. The rate is inclusive of scaffolding.	
	8" dia.	
<b>14.0</b>	<b>External Paving/Flooring/Window sill</b>	
	<u>Sill &amp; jamps to windows / Doors.</u> Providing and laying in required positions granite, slab 20mm thk. Upton 6'-6" in length (Single piece), of approved make & colour with machine, cut and machine polish up to 6" wide; in cement mortar of 1:3 for sills and jambes of windows as per design and drawings. The rate is inclusive of full rounded moulding at the edges from inside. Basic rate of granite = Rs. 150 per sq. ft.	
14.1		
	<u>Door frames of Toilet/ Pantry</u> Providing and fixing door frames out of <b>Marble slabs</b> (double layer) of 6" width and 7" width machine cut, machine polish with moulded edges as per design fixed on wall in cement mortar 1:3 including filling the joints with colour cement complete in all respect. Basic rate of marble Rs.75 per sq. ft.	
14.2		

## B. POP and False Ceiling related works

Sr. No.	Item	Remarks
	<b>POP &amp; FALSE CEILING WORKS</b>	
<b>1</b>	<b>POP PUNNING</b>	
	Providing and applying Plaster of Paris punning of average thickness 2mm existing wall surfaces so as to achieve smooth surface finish. The rate to include cost for making grooves if required in horizontal or vertical direction near doors, windows, skirting etc.	
<b>2</b>	<b>PLAIN GYPBOARD FALSE CEILING</b>	
2.1	Calcium silicate board False ceiling with coves Location -Toilets	
2.2	Gypsum Board false ceiling Location-Server room, Electrical room,	
2.3	Reception Area - Combination of Gypsum Board ceiling covered in Painted POP & wooden slats.	50 % of area in Wooden slats & 50 % of area in Gypsum
2.4	Gypsum Board False ceiling with coves- Location Cabins	
2.5	Cove in false ceiling	
<b>3</b>	<b>GRID FALSE CEILING /Modular False ceiling</b>	
3.1	Perforated Metal False ceiling with white paint in Open work area	
4	CEILING PELMETS: - Providing and fixed pelmet of overall size 150mmx150mm and made hardwood framings hung from ceiling @1000mm centre to centre with 2nos of 12mm thk Commercial ply on vertical & 12mm the. Commercial ply on horizontal surface (straight & curved) including 3 or more coats of plastic emulsion paint of approved quality and shade etc. all hardware etc. complete as per detailed drawing and entire satisfaction of engg. in charge/ Architect.	
<b>5</b>	<b>TRAP DOORS</b>	
	<b>Specification</b>	
5.1	Providing and fixing trap doors for access to the areas above false ceiling. The trap door shall have an external frame made of 2"x2" in good quality seasoned wood scantling on which the shutter is hinged. Shutter shall be made of 19 mm. BWP ply. The exposed side shall be laminated in approved quality and colour. Concealed	

heavy duty hinges shall be used to mount the shutters and locking shall be provided with panel locks. The shutter shall be moulded in level with the false ceiling forming a groove all around. Sufficient number of hinges and locks shall be provided to avoid sagging of the shutter. Key also shall be supplied. No extra rate shall be provided for suspenders or frame works all round for linking the trap door to gypboard false ceiling.

### C. Carpentry Works

Sr no	Item	Remarks
<b>1</b>	<b>PARTITIONS</b>	
	<b>Full Height Partition with glass wool</b>	
1.1	P/F partitions made out of <b>Aluminium cross section</b> / 2"x1 1/2" salwood section framework 2'-0" c/c both ways treated with anti-termite solution, covered with 8 mm thk commercial ply wood / partly glazed with approved shape & shade of finish as per material mentioned below. All provisions to be made for all electrical, networking boxes onto partition framework at required heights/levels with necessary additional supports as directed.	
1.1.1	Both sides Gypsum Board	
1.1.2	Same specification as above in 1 but w/o any plywood / finish above the false ceiling area.	
2	Partition with 12 mm thick toughened glass full height glass embedded in aluminium anodised sections all around <b>for glazing. Anodising to be Natural Finish shade.</b> <b>Area - main wall for all the cabins</b>	JEB Partition
2.2	Skirting in veneer / teak wood of 4" - Cabin area	
<b>3</b>	<b>Column / wall panelling (only for Metro/Urban Branches)</b>	
	Fabricating and fixing wall/column panelling to consist of 37.5mm x 50mm treated salwood framework or Aluminium Sections at spacing not exceeding 600mm both ways (horizontal and vertical). Panelling framework to be secured to wall surface/column surface.	
3.1	Wooden slats panelling in VIP waiting room, CEO & MD room	Polished veneered
3.2	Wooden Wall Panelling in Meeting & Conference room	Polished veneered
3.3	SILL/LEDGE with Laminate finish on Perimeter Glazing Providing and laying, laminated sill/ ledge comprising of 1mm thick laminate over 19mm thick BWP commercial board with 1.2 thick. PVC edge lipping and clear transparent silicon sealant at junction with wall and glass. all complete as per design and drawing & entire satisfaction of engg. in charge & architect. (250x100mm section in laminate finish) Area - Along with the facade	
4	Green wall - For columns & wall	
<b>5</b>	<b>DOORS</b>	

5.1	Providing and fixing single leaf solid core flush door 40mm thick factory made, finished on both sides with <b>1.0mm thick laminate</b> of approved shade as indicated in drawing. Shutter to be lipped on all sides with 12mm thick teak wood beading. All exposed wood veneer and timber surfaces to be finished with minimum 2 coats of spray applied matt melamine polish. (Both side Laminate)	
5.1.1	Utility area doors	Utility area doors
5.1.2	Utility doors hard ware	
5.2	Door - Providing & fixing in position glazed entrance door which is frameless using 12mm toughened glass with edge polish. The door to consist of Dorma floor spring BTS 75, Top patch SM 1020, Bottom patch SM 1010, Patch lock SM 1049E, Top pivot SM 1001 & S. S handle from dorset. This is also to consist of fixed glazed panelling. Cost to include silicon sealant and cost towards etching of Birla 3M make cabins	Cabin doors, Main door
5.3	Extra For door with vision / glass panel the rates in above shall be increased by Rs 30 per sq. ft. The glass to be used shall be 8 mm thk and etching as per design required by the architect.	
5.5	Providing and fixing <b>Door frame</b> made out of CP Teak / Ash wood or equivalent for doors fixed on walls. Size of the frame approximate 100mm wide X 50mm thick. Area - Utility area doors.	
<b>7</b>	<b>STORAGE Units</b>	
7.1	Providing and fixing the 1'-6" wide storage units. The storage units shall have shutters made in 19mm plywood and finished in polished veneer finish of approved shade including top. The storage units shall have intermediate shelves made in 19mm thick plywood with polished veneer finish. The storage shall have matching wood edge moulding as per the detail drawings. This also includes providing necessary hardware like handles, hinges, locks, tower bolts etc of approved make. All exposed wooden surfaces shall be stained to shade. Area - All storages (Full height, Low height, under counter & over counter)	
<b>11</b>	<b>Pin up board</b>	
11.1	P/F 15thk. Pinup board comprising of 12 thk. back Ply fixed on wall with 15mm thk pinup board (Soft board) covered with fabric of approved co. (Basic rate=Rs.150 per running meter.) with TW beading 1" x 1" all around finished melamine polish.	

13	<b>STORAGE WITH LOUVERED SHUTTERS (only in case of Metro/Urban branches)</b>	
	Fabricating and fixing storages made of 19mm ply with 6mm thk lipping and finished with laminate and having shutters made of 75mmx25mm wood outer frame and have 25X12mm thick louvers made of wood and fixed at 30degree angle and the gap between them not to be more than 10mm. All wooden surfaces to be melamine polished and finished to attain uniform colour. Unit to be completed with all necessary hardware like hinges, handles etc. and complete as per architects' instructions.	
16	<b>MIRROR Panelling</b>	
16.1	Providing and fixing mm bevelled edge mirror of superior glass (of approved quality) complete with 6 mm thick hard board ground fixed to wooden cleats with C.P. brass screws and washers complete. <b>(For Toilets)</b> <b>Rectangular shape 1000 x 900 mm</b>	
18	<b>Floor Mats</b>	
	Specification	
18.1	Providing and fixing floor mats in areas such as Entrance, outside toilets etc. This also includes providing the necessary cut-out in the flooring to recess the mat to match to the level of the flooring. Floor mat must be heavy duty cushion mat of approved make	
20	VERTICAL BLINDS Vista/Mac make. Blinds made using translucent fabric papillon flock/ tropicalhyes / twilight. Area - Along with Façade glazing	
21	Extra for Motorised blinds with remote. Meeting room and Conference room	
22	Providing and fixing of Shatter proof film on glass of Garware make as per design.	



### D. Painting and related works

Sr.no.	Item	Remarks
	<b>Painting works</b>	
1	Providing and applying white Plastic paint on Gypsum board false ceiling and walls paint of required shade, New work (Two or more coats applied @ 3.28 ltr/10 sqm) over and including priming coat and putty work.	
2	Providing and applying white cement-based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete	
3	<b>PAINTING WITH TEXTURE PAINT</b>	
	<b>Specification</b>	
a	Textured superfine paint shall be applied after preparing the surface to the satisfaction of the Architect to get the antique finish. The paint shall be applied using texture roller to give a uniform roller texture finish with two coats different colours of plastic emulsion paint as per Sl. No. 2. The texture paint used shall be of spectrum make.	
b	Specialised painting from Oikos / Graphic paint as approved by the Architect	

### E. Anti-Termite treatment

Sr no	Item	Remarks
A	<b>Anti-Termite Treatment in total</b>	
	Rates based on carpet area of the premise	
	<b>Works to be taken up by PEST CONTROL INDIA (PCI) or Godrej Hicare only</b>	
	<b>To be paid only on submission of one-year warranty certificate from a reputed agency</b>	

### F. MEP Work includes

S. No.	Description	Remarks
1	HVAC Works (Low Side)	
2	Fire Alarm System	
3	Electrical and Lighting fixtures	

## G. ICT Work includes

S. No.	Description	Remarks
1	LED professional Display	
2	Laptop Presentation point with 1x Multi Region Power Socket, Pass through Hole for VGA, Audio, HDMI & LAN connectivity	
3	Full HD video Conferencing System with 12x Zoom PTZ camera, 1+4 or more locations multiparty conferencing system	
4	Multiformat Scaling Switcher Transmitter-Receiver system with 2x HDMI input, 1x VGA audio input, Receiver Output: 1x HDMI output. Scaling upto resolution of WUXGA or more. Audio Embedding & De embedding feature	
5	1:2 HDMI Distribution amplifier	
6	7inch or more touch Control Panel for Control of room equipment	
7	AV Control Processor with 2 RS232 controls, Ethernet Control, 2 Relay Control	
8	Wall mount Audio Speaker 3" Driver,15W	
9	Dual Channel Audio Amplifier, 15W per channel	
10	6feet Long HDMI male to male cable	
11	9feet Long HDMI male to male cable	
12	6feet Long VGA & Audio male to male cable	
13	HDMI to Display port active convertor	
14	Other Cables & Connectors	
15	5000 Lumens WXGA resolution Projector, 1x HDMI, 1x VGA, RS 232/Ethernet control	
16	110inch Motorised projection Screen with LVC controller	
17	Laptop Presentation point with 1x Multi Region Power Socket, 1 USB power Socket, Pass through Hole for VGA, Audio, HDMI & LAN connectivity	
18	Multi-Format Twisted Pair transmitter with 1x VGA input, 1x HDMI input, Output: 1x RJ45 (HDbaseT /Twisted pair output), 70mtrs distance support, 4K resolution	
19	8input 4output Digital Matrix Switcher with 3x HDbaseT input, 5x HDMI input, Output: 2x HDbaseT, 2x HDMI. Scaling on twisted pair output or in HDMI receiver	
20	HDMI & Control Twisted pair receiver with inbuilt Scaling facility upto 4K resolution or scaling in the Digital Matrix Switcher twisted pair output. Supporting 70mtrs distance	
21	Chairman Gooseneck Conference system with Mute on/Off button & Priority button	
22	Delegate Gooseneck Conference microphone system with Mute on/Off button	
23	Conference Control unit with RS 232/Ethernet control, 40 or more microphone support	

24	Two-way ceiling speakers 20W or more	
25	Dual Channel Audio Amplifier, 100W or more per channel, Class D/TD	
26	Audio DSP with 12x8 configuration, atleast 8 channel of AEC	
27	7inch or more touch Control Panel for Control of room equipments	
28	AV Control Processor with 3x RS232 controls, Etherent Control, 2x Relay Control	
29	8port Network Switch for AV equipments	
30	6feet Long HDMI male to male cable	
31	9feet Long HDMI male to male cable	
32	Shielded Twisted pair cable 24 AWG	
33	Other Cables & Connectors	
34	HDMI to Display port active convertor	
35	19inch Equipment Rack	
36	UTM with inbuilt or external access point controller upto 100 users	
37	8Port 10/100 Network Switch for conference & Meeting Room	
38	L2 switch 24port, managed	
39	L2+ managed 24port POE switch	
40	Access point, indoor wireless 280 Dual radio, Freq: 802.11A/B/G/N and 802.11A/N/AC, 1x GE RJ45 port	
41	Cat-6 Cable	
42	RJ 45 connector	
43	Wall Mount Rack	
44	PVC Conduit	
45	CAT 6 Patch Panel	
46	CAT 6 Patch Cord (1mtr)	
47	CAT 6 Patch Cord (2mtr)	
48	IO Port with Faceplate and gang box	
49	Server, 2x Intel Xeon Processor, E 5 2683 V4, RAM 128 GB, HDD 4TB, 3yrs warranty	
50	Microsoft Exchange Server 2016 Enterprise edition	
51	Server Rack with Cooling & PDU	
52	<b>Fingerprint biometric machine</b>	
53	<b>4 Door or more Network Access Controller</b>	
54	<b>Smart Card Reader</b>	
55	<b>Access Electro-magnetic Door lock</b>	
56	<b>Push to open button</b>	
57	<b>Network Access Control System management software</b>	
58	<b>Attendance management Software</b>	
59	<b>Wire and PVC accessories</b>	
60	1080P resolution HD 2MP DOME Camera along with 12 V power Supply	
61	16 Channel HD DVR with 4TB HDD	
62	RG-6 Coaxial Video Cable	
63	POWER 2 CORE CABLE	

64	PVC PIPE / CONDUCT	
65	24inch Full HD Display	

# Appendix

## Appendix – I – Letter Comprising of Technical Bid

To,

Dated: [\*\*\*\*\*]  
\*\*\*\*\*]

Sub: Tender for the Works of Interiors of New Office Space for DMICDC at Jeevan Bharti Building, Connaught Place, New Delhi on Turnkey Basis

Dear Sir,

With reference to your RFQ cum RFP document dated ....., we, having examined the RFQ cum RFP, Turnkey Agreement, Schedules, Drawings, Price Bid, Technical Specifications document and understood its contents, hereby submit our Bid for the aforesaid project. The Bid is unconditional and unqualified.

2. We acknowledge that the Employer will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidders for the aforesaid project, and we certify that all information provided in the Bid and in all is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the Works of Interiors of New Office Space for DMICDC at Jeevan Bharti Building, Connaught Place, New Delhi on Turnkey Basis (incl. Defects Liability Period.)
4. We shall make available to the Employer any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
5. We acknowledge the right of the Employer to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, any of the Joint Venture Members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public Employer nor have had any contract terminated by any public Employer for breach on our part.
7. We declare that:
  - a) We have examined and have no reservations to the Tender Documents, including any Addendum issued by the Employer; and

- b) We do not have any conflict of interest in accordance with Clauses 4.2.1(c) and 4.2.1(d) of the RFQ cum RFP document; and
  - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 7.1 (bb) of the RFQ cum RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Employer or any other public sector enterprise or any government, Central or State; and
  - d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 7.1 (bb) of the RFQ cum RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 4.11.6 of the RFP document.
9. We believe that we/our Joint Venture/proposed Joint Venture satisfy(ies) the Technical Capacity and meet(s) all the requirements as specified in the RFQ cum RFP document and are qualified to submit a Bid.
10. We declare that we/any Member of the Joint Venture are not a Member of a/any other Joint Venture applying for bid.
11. We certify that in regard to matters other than security and integrity of the country, we/any Member of the Joint Venture have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Employer which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. We further certify that in regard to matters relating to security and integrity of the country, we/any Member of the Joint Venture have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. We further certify that no investigation by a regulatory Employer is pending either against us/ any Member of the Joint Venture or against our CEO or any of our directors/managers/ employees.
14. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ cum RFP, we shall intimate the Employer of the same immediately.

15. Integrity Pact as per Appendix-VII of the RFQ cum RFP document, and duly signed, is enclosed. The power of attorney for signing of bid and the power of attorney for Lead Member of Joint Venture, as per format provided at Appendix-II and III respectively of the RFQ cum RFP, are also enclosed.
16. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Employer in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
17. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
18. We have studied all the Bidding Documents carefully and also surveyed the project. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
19. We offer a BID Security of Rs. 10,00,000 (Rupees Ten Lakhs Only) to the Employer in accordance with the RFQ cum RFP Document.
20. The BID Security and the Bid Processing fees are enclosed herewith in the prescribed format;
21. We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP document.
22. We undertake to engage personnel specialized/ sub-contractors for design and construction of those elements of the Project for which we do not have adequate experience.
23. {We agree and undertake to be jointly and severally liable for all the obligations of the Contractor under the Turnkey Agreement.}
24. We hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.
25. We shall keep this offer valid for 180 (One hundred and Eighty) days from the BID Due Date specified in the RFQ cum RFP.

In witness thereof, we submit this bid under and in accordance with the terms of the RFQ cum RFP document.



Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Bidder/ Lead Member

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.

## Appendix – I – Annex – I – Details of the Bidder

1. (a) Name:  
(b) Country of incorporation:  
(c) Address of the corporate headquarters and its branch office(s), if any, in India:  
(d) Date of incorporation and/ or commencement of business:
  
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
  
3. Details of individual(s) who will serve as the point of contact/ communication for the Employer:  
  
(a) Name:  
(b) Designation:  
(c) Company:  
(d) Address:  
(e) Telephone Number:  
(f) E-Mail Address:  
(g) Fax Number:
  
4. Particulars of the Authorised Signatory of the Bidder:  
(a) Name:  
(b) Designation:  
(c) Address:  
(d) Phone Number:  
(e) Fax Number:
  
5. In case of a Joint Venture:  
  
(a) The information above (1 - 4) should be provided for all the Members of the Joint Venture.  
  
(b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 4.7.5 should be attached to the Bid.  
  
(c) Information regarding the role of each Member should be provided as per table below:

Sl. No.	Name of Member	Role*
1.		
2.		
3.		

The role of each Member, as may be determined by the Bidder, should be indicated in accordance with Clause 4.2.3.

- (d) The following information shall also be provided for each Member of the Joint Venture:  
**Name of Bidder / member of Joint Venture**

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Joint Venture been barred by the Central/ State Government, or any entity controlled by it, from participating in any project		
2.	If the answer to 1 is yes, does the bar subsist as on Bid Due Date.		

# Appendix – I – Annex – II A – Technical Capacity of the Bidder

## Details of Similar Works (Details to be filled online)

S. No	Name of work and its location	Name of Client & its contact details	Date and No. of Completion Certificate	Date of Start	Date of Completion	Cost of Work on completion	Project Type and Details
1.							
2.							
3.							

All the works submitted against similar works shall be supported by completion certificate. Works submitted without the completion certificate shall not be considered.

**Signature of Bidder with Seal**

# Appendix – I – Annex – II B – Financial Capacity of the Bidder

(Refer Clauses 4.2.2 (B) and 5.3)

## COMPLETE FINANCIAL DETAILS

(Details to be filled online)

Tender For: .....

### MANDATORY INFORMATION DOCUMENTS:

	Description	Year 2015- 2016	Year 2016- 2017	Year 2017- 2018	Average
i)	Annual Financial turnover as on 31 <sup>st</sup> March of Last FY				
ii)	Net Worth (paid up capital + reserves) as on 31 <sup>st</sup> March of FY 2017 - 18				

1. Summarized page of Audited Balance Sheet of each Financial Year indicated (ending 31<sup>st</sup> March of each FY) duly certified by the chartered account, is to be submitted.
2. In case the Bidder does not have a statutory auditor, it may provide the certificate from its Chartered Accountant

Signature of Statutory  
Auditor with Seal / CA

Seal and Signature  
of bidder

# Appendix – I B – Letter comprising the Financial BID

*(Refer Clauses 4.7.5)*

**(To be submitted Online)**  
**Financial Proposal Submission Form**

To,  
CEO & MD,  
DMICDC Limited,  
Room No. 341B, 03<sup>rd</sup> Floor, Hotel Ashok,  
Diplomatic Enclave, 50B Chanakyapuri,  
New Delhi – 110021  
India

Dear Sir,

**Subject: Works of Interiors of New Office Space for DMICDC at 8<sup>th</sup> Floor, Tower 1, Jeevan Bharti Building, Connaught Place, New Delhi on TURN KEY Basis**

We, the undersigned, offer to provide the services for “**Interiors of New Office Space for DMICDC at 8<sup>th</sup> Floor, Tower 1, Jeevan Bharti Building, Connaught Place, New Delhi on TURN KEY Basis**” in accordance with your proposal dated [date] and our Proposal. Our attached Financial Proposal is for the sum of Rs. [amount(s) in words and figures] inclusive of all applicable taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

## Appendix – I B – Annex – I Price Bid

Based on the scope of work, drawings, specifications, tender conditions, corrigendum (if any), bidder shall quote lump sum price against each of the subheads as listed below. All these documents shall be read in conjunction with each other for the most stringent requirements to follow & any discrepancy among these referenced documents must be brought to the notice prior to submission of bid:

Contractor shall submit a separate sheet with breakup of sub-heads under each Item of this Price-bid.

### **PART-A: COST OF INTERIOR WORKS (Fully facilitated as per Scope, Technical Specifications, Design Intent, Concept Drawings & Tender Documents in complete)**

S. No	Description	Amount
	Civil & related works	
	Flooring work	
	Cladding work	
	POP/ False Ceiling works	
	Carpentry & Glass works	
	Painting works	
	Plumbing work	
	Anti-termite treatment	
	MEP (HVAC Works, Fire Alarm System, AV Systems, ICT, Access Control System & Biometric, CCTV system, Signage, Electrical & Lighting fixtures)	
	Total	
	Applicable GST	
	<b>Grand Total</b>	

#### **Note:**

1. The costs mentioned to also include the cost of all temporary works and activities required to complete the works, taxes, royalties, departmental fees for various sanctions and approvals, etc., unless specifically mentioned otherwise.
2. The total price quoted for the Turnkey tender should include the items, components & equipment as per the scope of work, technical specifications, design intent report, drawings given in the tender document and should also include all costs towards taxes, insurances, packaging, freight, customs duties, clearances, forwarding and all government applicable taxes.

3. The list in the price-bid of the tender document is indicative and not to be limited to these heads in the price-bid. The client will not reimburse any other amount over and above the total quoted price. Payment shall be made as per the approved stages of payment schedules given in the tender document.



# Appendix – II Format for Power of Attorney for signing of Bid

(Refer Clause 4.7.5)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), ..... son/daughter/wife of..... and presently residing at....., who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of ..... , as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental submission of our bid for the Project proposed or being developed by DMICDC (the “Employer”) including but not limited to signing and submission of all bids and other documents and writings, participate in Bids and other conferences and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts including the Turnkey Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or until the Appointed Date under Turnkey Agreement.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2....

For

.....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised Signature)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Note:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

## Appendix – III Format for Power of Attorney for Lead Member of Joint Venture

*(Refer Clause 4.7.5)*

Whereas the ("the Employer") has invited bids from interested parties for the Project (the "Project").

Whereas, .....and (collectively the "Joint Venture") being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification (RFQ) cum Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with all necessary power and Employer to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ..... having our registered office at ....., M/s. .... having our registered office at ....., M/s. .... having our registered office at ....., and ..... having our registered office at ....., (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s ..... having its registered office at ....., being one of the Members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the bidding process and, in the event the Joint Venture is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Joint Venture and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Employer, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture's bid for the Project and/ or upon award thereof until the Appointed Date under the Turnkey Agreement.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney

in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint Venture.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF ..... 2.....

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)  
(Name & Title)

For .....  
(Signature)  
(Name & Title)

Witnesses:

- 1.
- 2.

.....

(Executants)

(To be executed by all the Members of the Joint Venture)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

# Appendix – IV Format for Joint Bidding Agreement for Joint Venture

*(Refer Clause 4.7.5)  
(To be executed on Stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the day of ..... 20...

**AMONGST**

1. {a company} and having its registered office at (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

2. {a company} and having its registered office at (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

3. {a company and having its registered office at (hereinafter referred to as the "**Third Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above-mentioned parties of the FIRST, {SECOND and THIRD} PART(S) are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

**WHEREAS,**

- (A) [....., incorporated under the ... .. Act ....., represented by its ... .. and having its principal offices at .....] (hereinafter referred to as the "**Employer**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the Bids") by its Request for Qualification No. .... dated .....(the "RFQ cum RFP") for ... .. Project (the "Project") through a Turnkey Agreement.
- (B) The Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the RFQ cum RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFQ cum RFP document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

**NOW IT IS HEREBY AGREED as follows:**

## **1. Definitions and Interpretations**

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ cum RFP.

## **2. Joint Venture**

- i. The Parties do hereby irrevocably constitute a Joint Venture (the “**Joint Venture**”) for the purposes of jointly participating in the Bidding Process for the Project.
- ii. The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.

## **3. Covenants**

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into a Turnkey Agreement with the Employer for performing all its obligations as the Contractor in terms of the Turnkey Agreement for the Project.

## **4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and until the Appointed Date under the Turnkey Agreement;

Shareholding

- (b) Party of the Second Part shall be {the Member of the Joint Venture; and}
- (c) Party of the Third Part shall be the Member of the Joint Venture.

## **5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Tender Documents, till such time as the completion of the defects Liability period in accordance with the Contract.

The Parties do hereby undertake and declare that the Lead Member shall represent all the members of the Joint Venture and shall at all times be liable and responsible for discharging the functions and obligations of the Joint Venture; and that each member of the joint Venture

shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the Employer shall be entitled to rely upon any such action, decision or communication of the Lead Member. The Employer shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the inter se allocation of payments among members of the Joint Venture.

## **6. Share of work in the Project**

The Bid should include a brief description of the roles and responsibilities of individual members with their share of percentages, particularly with reference to financial, technical and defects liability obligations;

## **7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - (i) require any consent or approval not already obtained;
  - (ii) violate any Applicable Law presently in effect and having applicability to it;
  - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the

financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

## 8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the "Defects Liability Period") is achieved under and in accordance with the Turnkey Agreement, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not selected or upon return of the Bid Security by the Employer to the Bidder, as the case may be.

## 9. Miscellaneous

- a) This Joint Bidding Agreement shall be governed by laws of {India}.
- b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Employer.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)  
(Name)  
(Designation)  
(Address)

SECOND PART

(Signature)  
(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART



(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:

1.

2.

**Notes:**

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member.

## Appendix – V – Format for Performance Security

*(Refer Clause 6.9.)*

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.:

Bank Guarantee:

Date:

Dear Sir,

In consideration of Delhi Mumbai Industrial Corridor Development Corporation Limited (hereinafter referred as the 'Client', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of Contractor] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Contract by issue of Client's Contract Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Contractor, resulting in a Contract valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the 'Contract') and the Contractor having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the Client for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address] (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators' executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand an or, all monies payable by the Contractor to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Contractor. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the contract or other documents. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Contractor any other course or remedy or

security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the client may have in relation to the Contractor's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the Contractor /the Bank or any absorption, merger or amalgamation of the Contractor /the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of Contractor] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

WITNESS

1. [signature, name and address]
2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

The date will be fixed as indicated in S.C.C.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the 'Bank Guarantee'. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Client.

## Appendix - VI – Form for Guarantee for Advance Payment

..... EMPLOYER,

New Delhi

WHEREAS:

- (A) [name and address of contractor] (hereinafter called "the Contractor") has executed an agreement (hereinafter called the "Agreement") with the [name and address of the EMPLOYER], (hereinafter called "the EMPLOYER") for the "Works of Interiors of New Office Space for DMICDC at Jeevan Bharti Building, Connaught Place, New Delhi on Turnkey Basis", subject to and in accordance with the provisions of the Agreement.
- (B) in accordance with the Clause 6.8.1. of the Agreement, the EMPLOYER shall make to the Contractor an interest bearing advance payment (hereinafter called "Advance Payment") equal to 10% (ten per cent) of the Contract Value for mobilization expenses and acquisition of equipment; and that the Advance Payment shall be made in three instalments subject to the Contractor furnishing an irrevocable and unconditional guarantee by a scheduled bank for an amount equal to the 110% amount of each instalment to remain effective till the complete and full repayment of the instalment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement; and the amount of (first/second/third) instalment of the Advance Payment is Rs. \*\*\*\* cr. (Rupees \*\*\*\*\* crore) (the "Guarantee Amount").
- (C) We, ..... through our branch at..... (the "Bank") have agreed to furnish this bank guarantee (hereinafter called the "Guarantee") for the Guarantee Amount. NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:
1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid instalment of the Advance Payment under and in accordance with the Agreement, and agrees and undertakes to pay to the EMPLOYER, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the guarantee amount as the EMPLOYER shall claim, without the EMPLOYER being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
  2. A letter from the EMPLOYER, under the hand of an officer not below the rank of [.....of EMPLOYER], that the Contractor has committed default in the due and faithful performance of all or any of its obligations for the repayment of the instalment of the Advance Payment under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the EMPLOYER shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in

default shall be final, and binding on the Bank, notwithstanding any difference between the EMPLOYER and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, the EMPLOYER shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the EMPLOYER to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The EMPLOYER shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Advance Payment or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the EMPLOYER against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the EMPLOYER, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the EMPLOYER of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the EMPLOYER or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the EMPLOYER in respect of or relating to the Advance Payment.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the EMPLOYER on the Bank under this Guarantee all rights of the EMPLOYER under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The guarantee shall cease to be in force and effect 90 (ninety) days after the end of the one year from the date of payment of the instalment of the Advance Payment, as set forth in Clause 6.8.1. of the Agreement.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the EMPLOYER in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the EMPLOYER that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the end \*\*\*\* month in the year \*\*\*\*\* or until it is released earlier by the EMPLOYER pursuant to the provisions of the Agreement.

Signed and sealed this ..... day of ..... 20 ..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)  
(Name)  
(Designation)  
(Code Number)  
(Address)

NOTES:

- i. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- ii. The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

# Appendix – VII – Integrity Pact

(Refer Clause 4.7.5)

## BETWEEN

DMICDC hereinafter referred to as "The Principal / Employer" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

## AND

.....hereinafter referred to as "The Bidder / Contractor" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

## Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) for (Name of the contract) (hereinafter referred to as the 'Project'). The Principal necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

### Section 1: Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a) No employee of the Principal, personally or through family members or through any other channel, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit, which the person is not legally entitled to.
  - b) The Principal will, during the tender process treat all Contractor(s) / Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Contractor(s)/Bidder(s) the same information and will not provide to any Contractor(s) / Bidder(s), confidential/additional information through which the Contractor(s) / Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons. The Principal shall obtain bids from only those parties who have been short-listed or pre-qualified or through a process of open advertisement/ web publishing or any combination thereof.
- (2) If the Principal obtains information on the conduct of any of its employees, Contractor(s) and/or Bidder(s), which is a criminal offence under the IPC/PC Act, or if there be a substantive

suspicion in this regard, the Principal will inform the Chief Vigilance Officer and subject to its discretion, can additionally initiate disciplinary actions.

- (3) The Principal will enter into agreements with identical conditions with all Contractor(s) / Bidder(s) for the different Work Packages in the aforesaid Project.
- (4) The Principal will disqualify from the tender process all Contractor(s)/Bidder(s); who do not sign this Pact or violate its provisions.

## **Section 2: Commitments of the Bidder(s) / Contractor(s)**

- (1) The Bidder(s) / Contractor(s) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - (a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage, of any kind whatsoever, during the tender process or during the execution of the contract.
  - (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non - submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - (c) The Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
  - (e) The Bidder(s) / Contractor(s) will, when submitting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.



- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from tender process and/or exclusion from future contracts.**

- (1) If the Bidder(s) / Contractor(s), before awarding the Project or during execution has committed a transgression by violating Section 2 above or in any other form so as to put his reliability or credibility in question, the Principal, at its sole discretion, is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or terminate the contract, if already awarded, for that reason, without prejudice to any other legal rights or remedies available to the Principal under the relevant clauses of Turnkey Agreement, Schedules of the tender/contract.
- (2) If the Contractor(s)/Bidder(s) has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal will also be entitled to exclude such Contractor(s)/Bidder(s) from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the Principal, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.
- (3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the contractor has committed a transgression, through a violation of any of the terms under Section 2 above or any other term(s) of this Pact, during the execution of contract, the Principal will be entitled to exclude the contractor from further tender/contract award processes.
- (4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.
- (5) If the Contractor(s)/Bidder(s) can prove that he has restored/recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

### **Section 4: Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the awarding of the Project according to Section 3, the Bid Security furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Bidder(s)/Contractor(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Contractor(s)/Bidder(s) as may be imposed by the Principal, in terms of Section 3 above.
- (2) If, at any time after the awarding of the Project, the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to

Section 3, the Security Deposit/Performance Bank Guarantee furnished by the contractor, if any, as per the terms of the NIT/Contract shall be forfeited without prejudice to any other legal rights and remedies available to the Principal under the relevant clauses of General/ Special Conditions of Contract.

The Contractor(s)/Bidder(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Bidder(s)/Contractor(s), as may be imposed by the Principal in terms of Section 3 above.

### **Section 5: Previous transgression**

The Bidder(s)/Contractor(s) herein declares that it has committed no transgressions in the last 3 years with any other Company in any country conforming to the anti-corruption approach as detailed herein or with government/ any other Public Sector Enterprise in India that could justify its exclusion from the tender process.

If at any point of time during the tender process or after the awarding of the Contract, it is found that the Bidder(s)/Contractor(s) has made an incorrect statement on this subject, he can be disqualified from the tender process or if, as the case may be, that the Contract, is already awarded, it will be terminated for such reason and the Bidder(s)/Contractor(s) can be black listed in terms of Section 3 above.

### **Section 6: Independent External Monitor / Monitors**

Deleted

### **Section 7 Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder/Contractor or any employee or a representative or an associate of a Bidder/Contractor, which constitutes a criminal offence under the IPC/PC Act, or if the Principal has substantive suspicion in this regard, the Principal will forthwith inform the same to the CLIENT.

### **Section 8 - Duration of the Integrity Pact**

This Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Contractor(s), 3 (three) months after the last payment under the Contract is made and in case of the unsuccessful Bidder(s), 2 (two) months after the contract for the project has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by CLIENT. The Bidder(s)/Contractor(s), however, understands and agrees that even upon the completion of the Project and/or the last payment under the Contract having been made, if any

transgression/violation of the terms of this Pact comes/is brought to the notice of the Principal, it may, subject to its discretion, blacklist and/or exclude such Bidder(s)/Contractor(s) as provided for in Section 3, without prejudice to any other legal right or remedy so available to the Principal.

**Section 9 - Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid and binding. In such a case, the parties will strive to come to an agreement in accordance to their original intentions.
- (5) Wherever he or his as indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

(For & On behalf of the Principal)

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1: (Name & Address)

\_\_\_\_\_  
\_\_\_\_\_

Witness 2: (Name & Address)

\_\_\_\_\_

{COUNTERSIGNED and accepted by:  
JV Partner}

(For & On behalf of Bidder/ Contractor)

(Office Seal)

## Appendix – VIII – NON – DISCLOSURE AGREEMENT

*(Refer Clause 4.7.5)*

THIS NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into on ..... by Client and (name of the Bidder) between the undersigned parties on the date specified below.

WHEREAS, either Party possesses certain confidential proprietary information; and WHEREAS, in connection with the pursuit, evaluation and/or feasibility of a business relationship, and/or the consummation of a transaction (collectively, the "Business Purposes") between the two parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-venture, trading partners, employees and other organizations (hereinafter referred to as Affiliates), confidential proprietary information of one Party may become available to the other Party.

WHEREAS, either Party desires to prevent the unauthorized use and disclosure of its confidential proprietary information.

NOW THEREFORE, in consideration of these premises and for other good and valuable consideration, Receipt of which is hereby acknowledged, the parties agree as follows:

- I. **Confidential Information.** For purposes of this Agreement, Confidential Information shall mean all strategic and development plans, financial condition, business plans, co-developer identities, data, business records, customer lists, project records, market reports, employee lists and business manuals, policies and procedures, information relating to processes, technologies or theory and all other information which may be disclosed by one Party or to which the other Party may be provided access by the disclosing Party or others in accordance with this Agreement, or which is generated as a result of , incidental to or in connection with the Business Purposes, which is not generally available to the public.
- II. **Non-disclosure Obligations.** The Receiving Party promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Receiving Party further promises and agrees:
  - A. to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure;
  - B. not to use any of the Confidential Information except for the Business Purposes. C. not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by the Disclosing Party in accordance with this Non-Disclosure Agreement.
  - C. not to use any Confidential Information to unfairly compete or obtain unfair advantage vis-a-vis Disclosing Party in any commercial activity which may be Comparable to the

commercial activity contemplated by the parties in connection with the Business Purposes.

- D. to restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access to carry out the Business Purposes.
- E. to advise each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information, and, upon Request of the Disclosing Party, to provide the Disclosing Party with a copy of a written agreement to that effect signed by such persons.
- F. to comply with any other reasonable security measures requested in writing by the Disclosing Party.
- G. To refrain from directly contacting or communicating by whatsoever means to the Source(s) of Information without written consent of the Disclosing Party.
- H. To undertake not to disclose any names and their particulars to third parties without the written consent by the Disclosing party.

III. **Exceptions.** The confidentiality obligations hereunder shall not apply to Confidential Information which:

- A. is, or later becomes, public knowledge other than by breach of the provisions of this Agreement; or
- B. is in the possession of the Party with the full right to disclose prior to its receipt from the Disclosing Party, as evidenced by written records; or
- C. is independently received by the Receiving Party from a third party, with no restrictions on disclosure.

IV. **Return of Confidential Information.** The Receiving Party agrees, upon termination of the Business Purposes or upon the written request of the other Party, whichever is earlier, to promptly deliver to the other Party all records, notes, and other written, printed, or tangible materials in the possession of the Receiving Party, embodying or pertaining to the Confidential Information.

V. **No Right to Confidential Information.**

- A. The Receiving Party hereby agrees and acknowledges that no license, either express or implied, is hereby granted to the Receiving Party by the other Party to use any of the Confidential Information.
  - B. The Receiving Party further agrees that all inventions, improvements, copyrightable works and designs relating to machines, methods, compositions, or products of the other Party directly resulting from or relating to the Confidential Information and the right to market, use, license and franchise the Confidential Information or the ideas, concepts, methods or practices embodied therein shall be the exclusive property of the other Party, and the Receiving Party has no right or title thereto.
- VI. **No Warranty.** The Disclosing Party has not made and will not make any representation or warranty as to the accuracy or completeness of its Confidential Information or of any other information provided to the Receiving Party, and the Receiving Party agrees that the Disclosing Party shall have no liability resulting from the use of the Confidential Information or such other information.
- VII. **No Commitment.** The disclosure of Confidential Information does not, and is not intended to, represent a commitment by the Disclosing Party to enter into any business relationship with the Receiving Party or with any other entity. If the Parties desire to pursue business opportunities, they will execute a separate written agreement to govern such business relationship.
- VIII. **Compelled Disclosure.** If the Party faces legal action to disclose Confidential Information received under this Agreement, then the Party shall promptly notify the other Party in order that it may have the opportunity to intercede and contest such disclosure and, upon request, shall cooperate with the other Party in contesting such a disclosure. Except in connection with failure to discharge the responsibilities set forth in the preceding sentence, neither Party shall be liable in damages for any disclosures pursuant to such legal action.
- IX. **Losses.** The Receiving Party agrees to indemnify the other Party against any and all losses, damages, claims, or expenses incurred or suffered by the other Party as a result of the Receiving Party's breach of this Agreement.
- X. **Communication:** The two parties agree that the communication between the parties is considered delivered and reached other party if transmitted by fax or electronic means with proof of sending machine. The date of receiving the messages, notices or letters is the date of sending authenticated by the sending machine. All notices under this Agreement shall be deemed to have been duly given upon the mailing of the notice, post-paid to the addresses listed above, or upon the facsimile transmission, to the party entitled to such notice at the facsimile number set forth below.

- XI. **Counterparts.** Either the original or copies, including facsimile transmissions, of this Agreement, may be executed in counterparts, each of which shall be an original as against any party whose signature appears on such counterpart and all of which together shall constitute one and the same instrument.
- XII. **No Solicitation of Employees.** The Receiving Party agrees that it will not, for a period of five (5) years from the date of this Agreement, initiate contact with the other Party's employees in order to solicit, entice or induce any employee of the other Party to terminate an employment relationship with the other Party to accept employment with the Receiving Party.
- XIII. **Term and Termination.** This Agreement shall commence on the date first written above. The Receiving Party's right to use the Confidential Information in connection with the Business Purposes shall continue in effect until the period of one year from the date above or the other Party provides the Receiving Party with written notice of termination of such right, whichever is earlier. Notwithstanding the foregoing, the Receiving Party's obligations with respect to the Confidential Information hereunder shall continue in full force for at least five years from the termination date and/or effect until further notice from the other Party.
- XIV. **Remedies.** The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate. Such right of the Disclosing Party shall be in addition to Remedies otherwise available to the Disclosing Party at law or in equity.
- XV. **Entire Agreement.** This Agreement embodies the entire understanding between the parties respecting the subject matter of this Agreement and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the subject matter of this Agreement. This Agreement shall not be modified except by a writing duly executed on behalf of the party against whom such modification is sought to be enforced. Should any provisions of this Agreement be found unenforceable, the remainder shall still be in effect.
- XVI. **No Waiver.** The failure of either Party to require performance by the other Party of any provision of this Agreement shall in no way effect the full right to require such performance at any time thereafter.
- XVII. **Successors and Assigns.** Neither shall any Party have any right to assign its rights under this Agreement, whether expressly or by operation of law, without the written consent of the other Party. This Agreement and the Party's obligations hereunder shall be binding on

their Representatives, permitted assigns, and successors of the Parties and shall ensure to the benefit of Representatives, assigns and successors of the Parties.

- XVIII. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of India and the Party's country laws on equal force. If there is any conflict of laws, the law of India shall prevail.
- XIX. **Attorneys' Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to attorneys' fees.
- XX. **Modification:** This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.
- XXI. **Legal Address of the Parties:**

Party A:

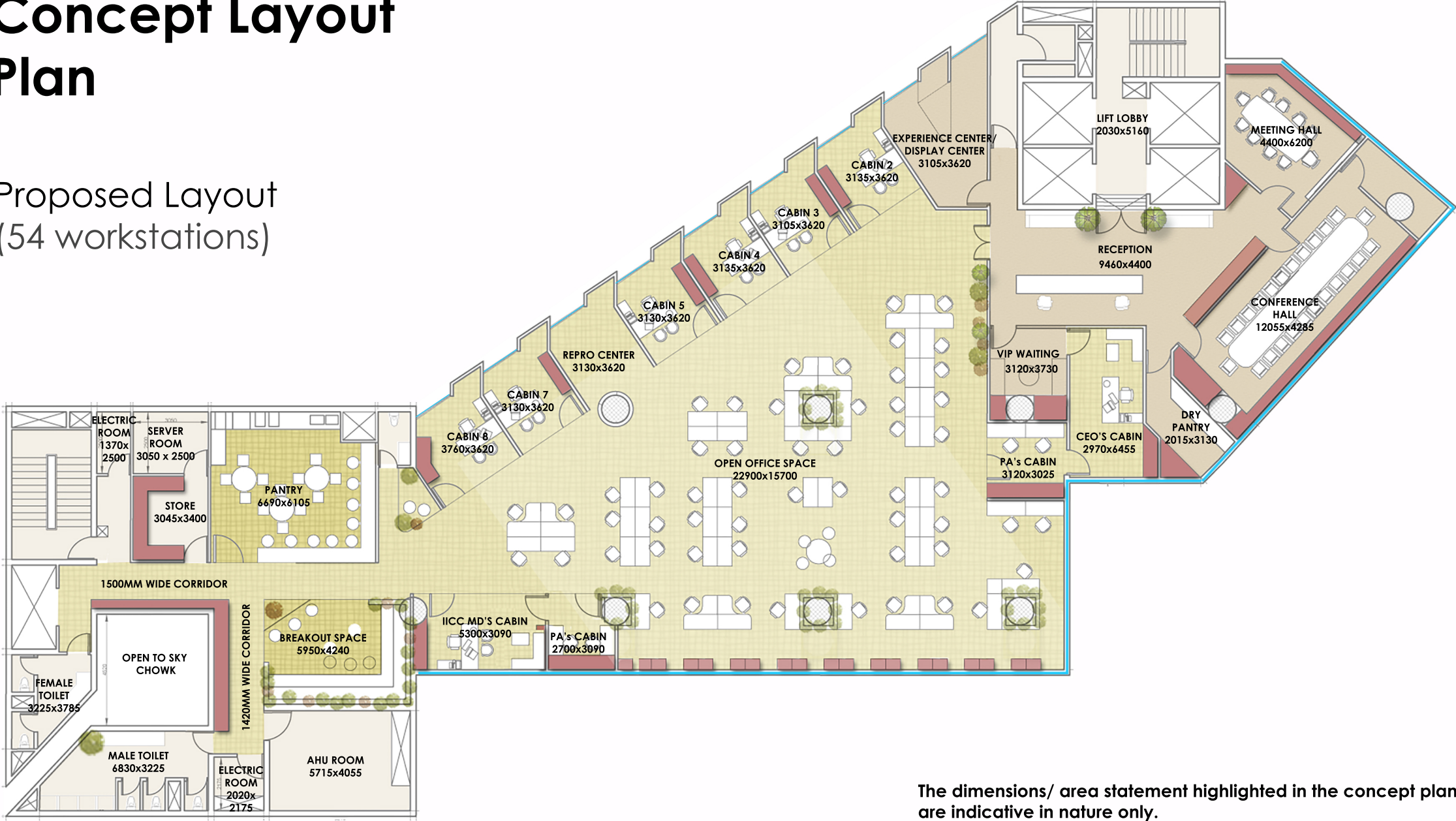
Party B:



# **Annexure – X – Concept Layout Plan**

# Concept Layout Plan

Proposed Layout  
(54 workstations)



The dimensions/ area statement highlighted in the concept plan are indicative in nature only.

# Design Intent

# DMICDC - WORKPLACE STRATEGIES

## APPROPRIATING SPACES

# CONTENT OF PRESENTATION



**PROPOSED LAYOUT**



**THEME**



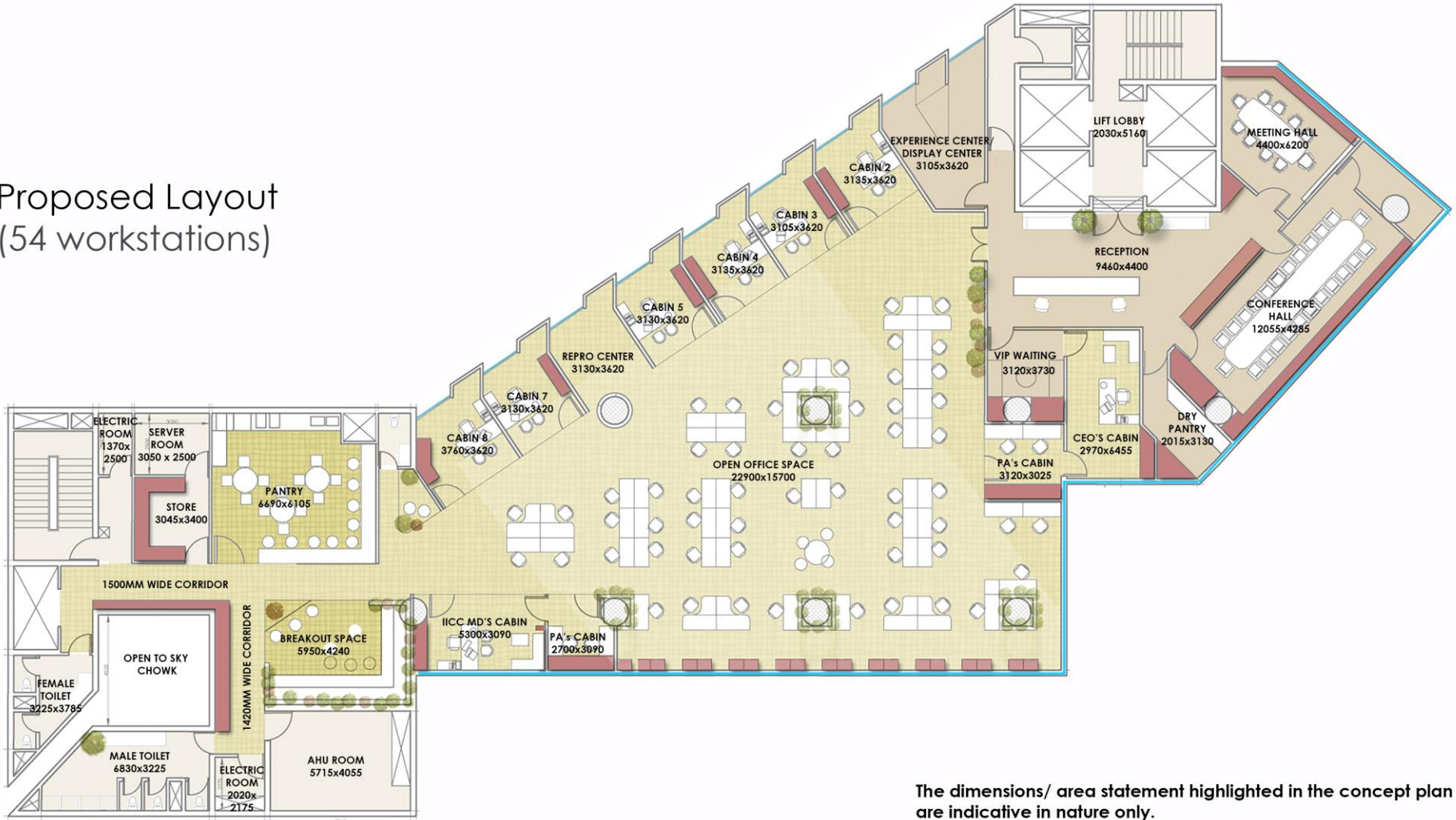
**COMPONENTS**



- LOOK AND FEEL
- CEILING, FLOORING, WALLS
- FURNITURE AND LIGHTING

**APPROPRIATING SPACES**

# Proposed Layout (54 workstations)



The dimensions/ area statement highlighted in the concept plan are indicative in nature only.

# Proposed Layout (53 workstations)



# THEME

INSPIRED BY DMICDC LOGO  
WHITE + BROWN + (COLOUR) + GREENERY



## APPROPRIATING SPACES

WHITE + BROWN + (COLOUR) + GREENERY



INSPIRED BY DMIC LOGO



# COMPONENTS

01- RECEPTION & WAITING

02- MEETING AREAS

03- WORKSTATIONS

04- CABINS

05- BREAKOUT SPACE AND PANTRY

06- UTILITIES

APPROPRIATING SPACES



## 01- RECEPTION & WAITING

- RECEPTION AREA
- VIP WAITING ROOM
- DISPLAY ROOM

02- MEETING AREAS

03- WORKSTATIONS

04- CABINS

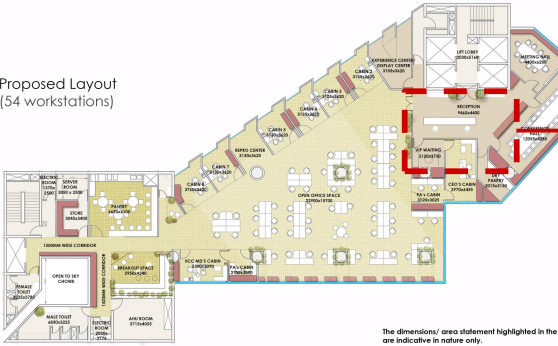
05- BREAKOUT SPACE AND PANTRY

06- UTILITIES

# APPROPRIATING SPACES

# LOOK AND FEEL

white + brown + (colour) + greenery



Proposed Layout (54 workstations)

The dimensions/ area statement highlighted in the one indicative in nature only.

# 01- RECEPTION & WAITING

# CEILING, FLOORING, WALLS



Combination of Gypsum board ceiling covered in painted POP and wooden slats false ceiling as highlighter



green feature wall, wooden slats highlighter wall (concealed storage), painted walls



beige coloured stone flooring



# 01- RECEPTION & WAITING

# FEATURE WALL WITH LOGO (reception)

green wall



## 01- RECEPTION & WAITING

# CEILING, FLOORING, WALLS



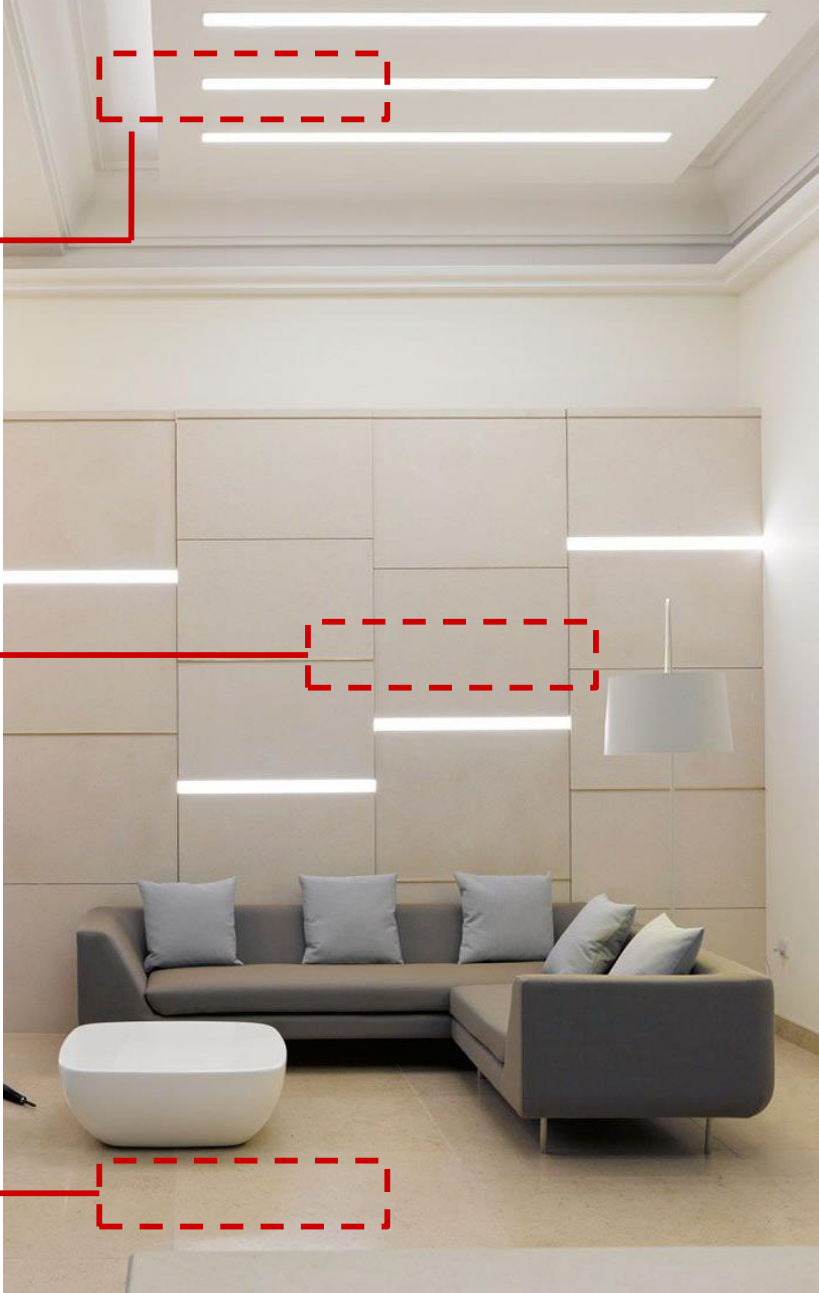
Gypsum board ceiling covered in painted POP



Painted walls, wooden slats wall paneling as highlighter



stone flooring (Italian/Exported marble)



# 01- RECEPTION & WAITING (VIP WAITING ROOM)

# Interactive LED wall displays in Experience/ Display room



Reference is indicating a full wall LED panel however the proposed is a flat panel instead of curved



# 01- RECEPTION & WAITING

# FURNITURE AND LIGHTING

white + black + greenery



# 01- RECEPTION & WAITING





01- RECEPTION & WAITING

**02- MEETING AREAS**

- CONFERENCE HALL
- INFORMAL MEETING ROOM

03- WORKSTATIONS

04- CABINS

05- BREAKOUT SPACE AND PANTRY

06- UTILITIES

APPROPRIATING SPACES

# LOOK AND FEEL

white + grey + brown



Proposed Layout  
(54 workstations)

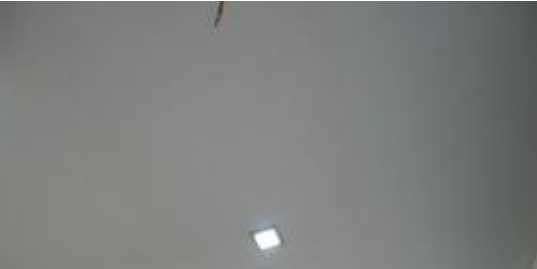


The dimensions/ area statement highlighted in the concept plan are indicative in nature only.

# 02- MEETING AREAS (CONFERENCE HALL)

# CEILING, FLOORING, WALLS

white + grey + brown



Gypsum board ceiling covered in painted POP



wooden wall paneling



flotex tiles



## 02- MEETING AREAS (CONFERENCE HALL)

# FURNITURE

white + grey + brown

High gloss finish epoxy coating on wood



**02- MEETING AREAS (CONFERENCE HALL)**

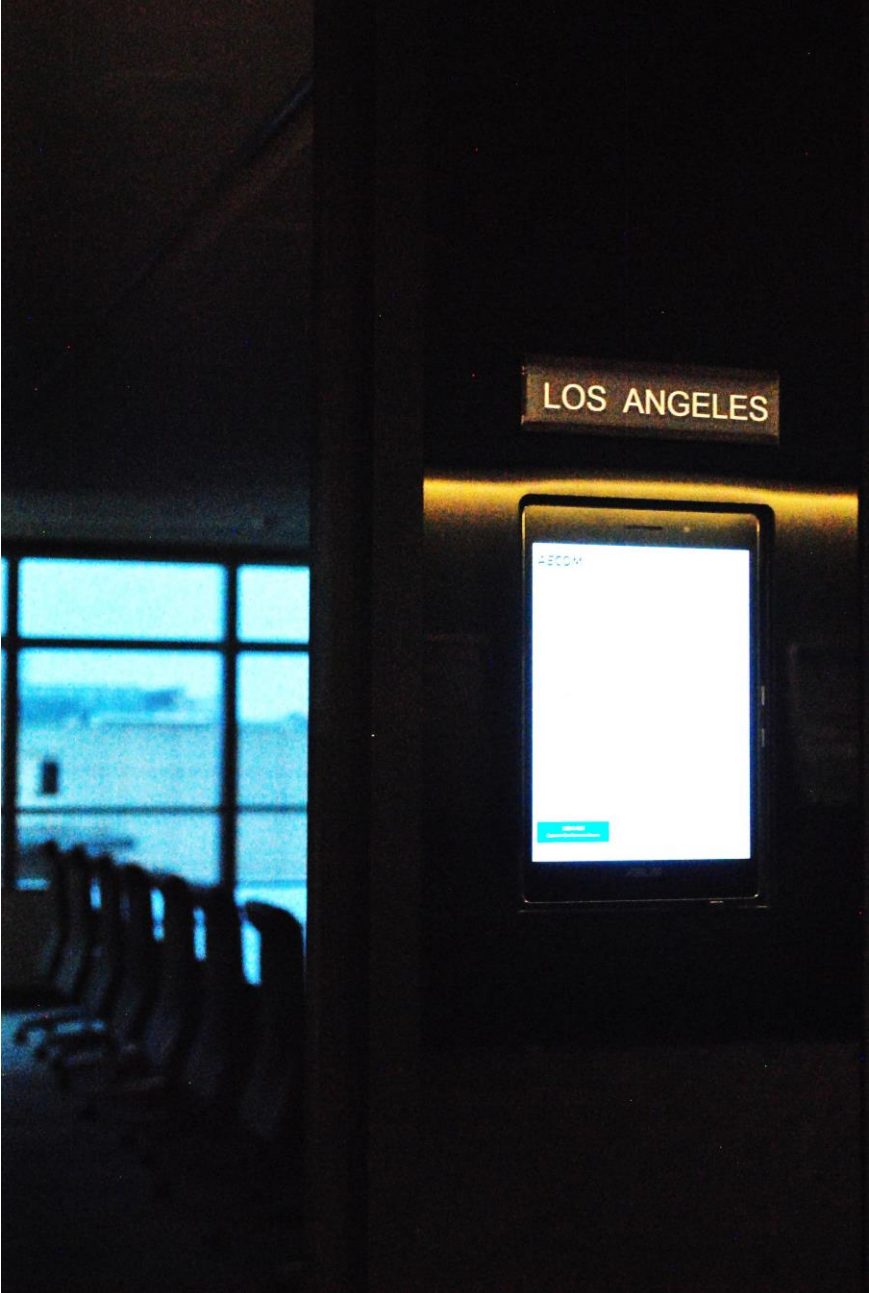
# FURNITURE AND LIGHTING

open informal meeting spaces



## 02- MEETING AREAS

# ACCESS AND SIGNAGE



# 02- MEETING AREAS



01- RECEPTION & WAITING

02- MEETING AREAS

**03- WORKSTATIONS**

04- CABINS

05- BREAKOUT SPACE AND PANTRY

06- UTILITIES

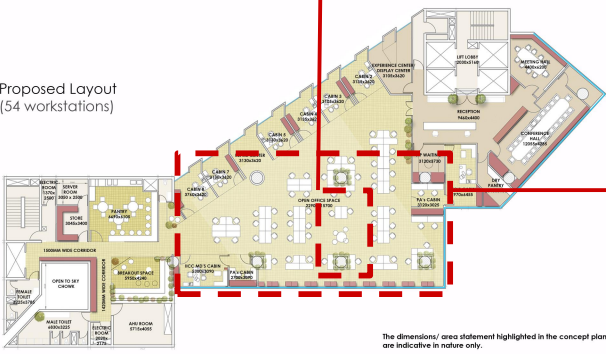
APPROPRIATING SPACES

# LOOK AND FEEL

## flexible seating arrangement



Proposed Layout (54 workstations)



The dimensions/ area statement highlighted in the concept plan are indicative in nature only.

# 03- WORKSTATIONS



# CEILING, FLOORING, WALLS



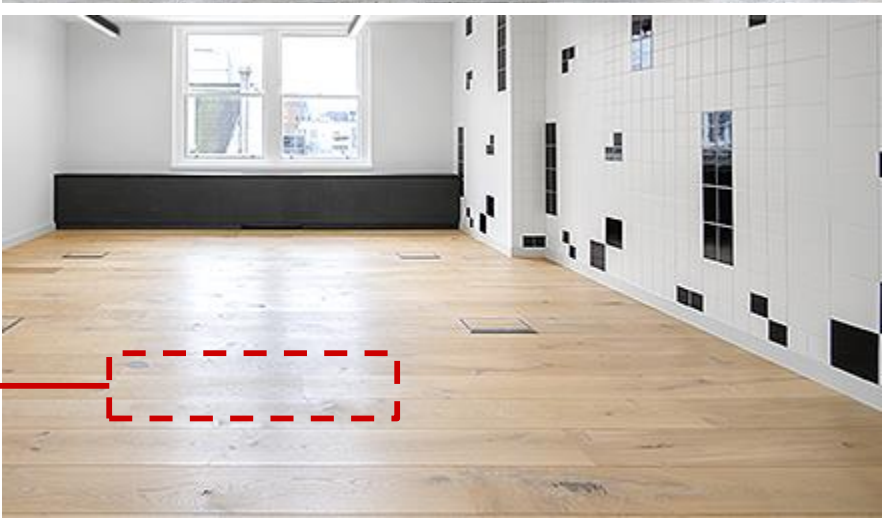
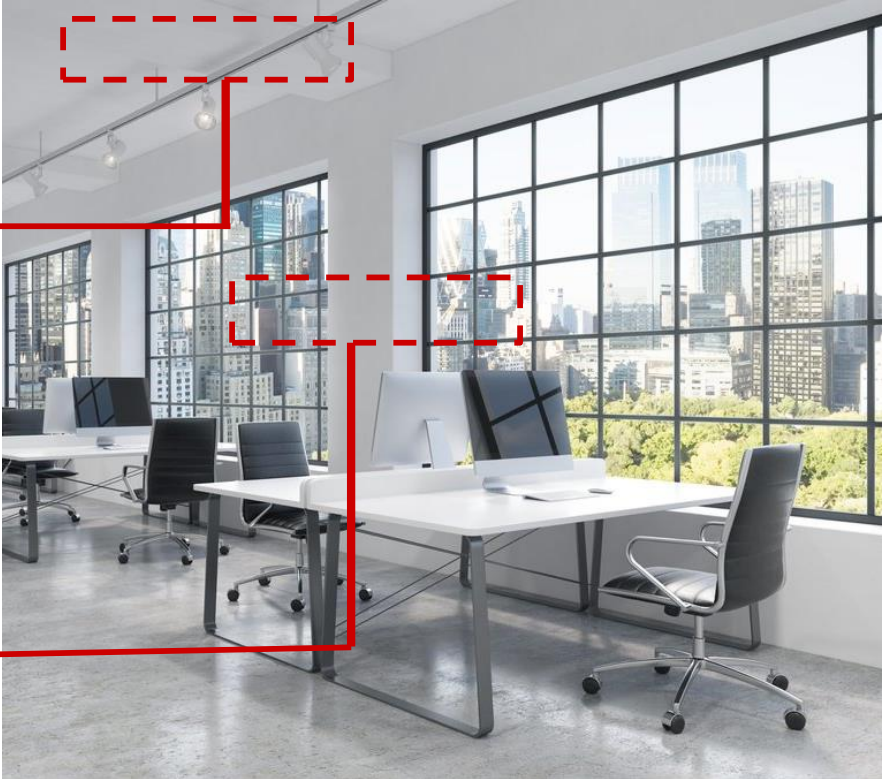
perforated metal false ceiling with white paint



white painted wall with black painted mullions on exterior glazing



flotex tiles



# 03- WORKSTATIONS

**FURNITURE AND LIGHTING**  
*flexible seating arrangement*



**03- WORKSTATIONS**

# TREATMENT OF COLUMNS

greens + seating + storage



## 03- WORKSTATIONS

# STORAGE AND GREEN



# 03- WORKSTATIONS



01- RECEPTION & WAITING

02- MEETING AREAS

03- WORKSTATIONS

## 04- CABINS

- ALL CABINS
- DMIC CEO and IICC MD's CABINS

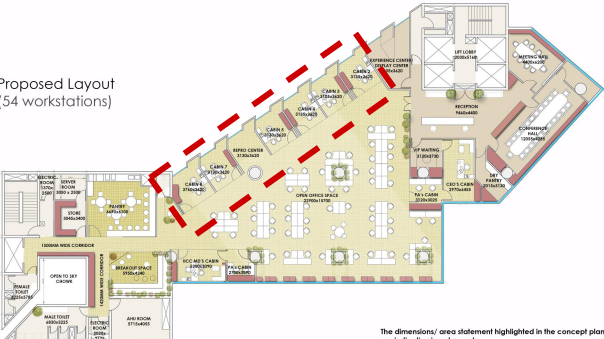
05- BREAKOUT SPACE AND UTILITIES

06- UTILITIES

# APPROPRIATING SPACES

# LOOK AND FEEL

glass + colour + wood

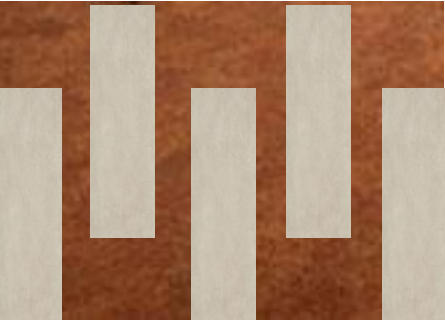


The dimensions/ area statement highlighted in the concept plan are indicative in nature only.

# 04- CABINS

# CEILING, FLOORING, WALLS

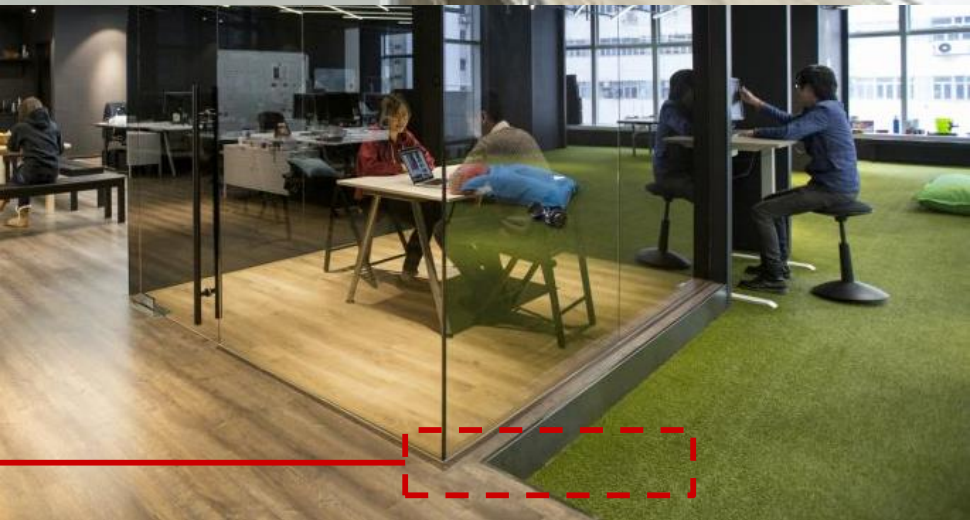
glass + colour + wood



seamless  
gypsum board  
false ceiling

toughened glass  
wall with signage,  
painted wall,  
storage as partition  
wall

combinations of  
flotex (carpeted  
tiles)



## 04- CABINS (ALL CABINS)

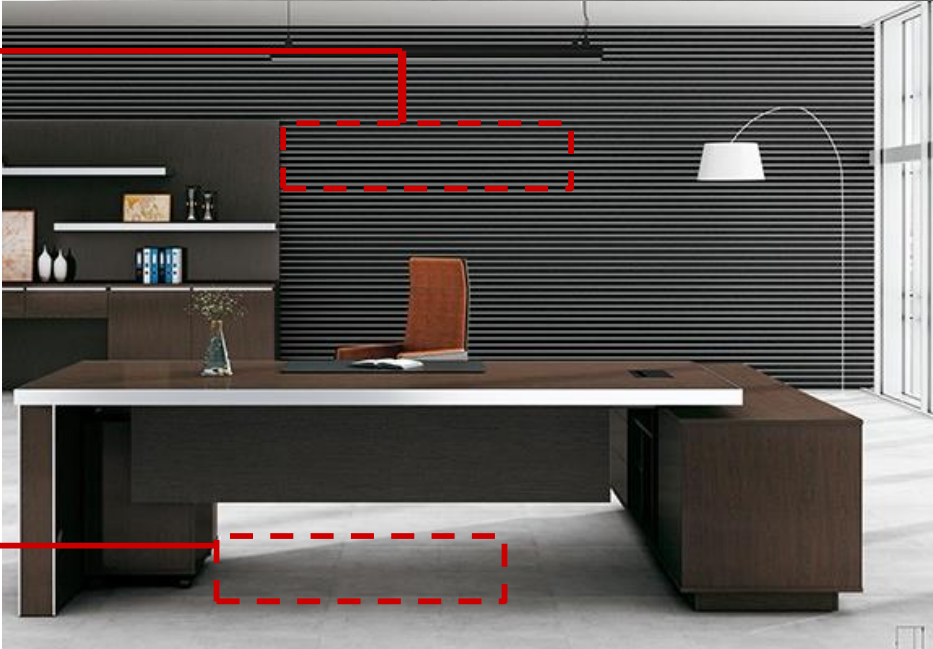
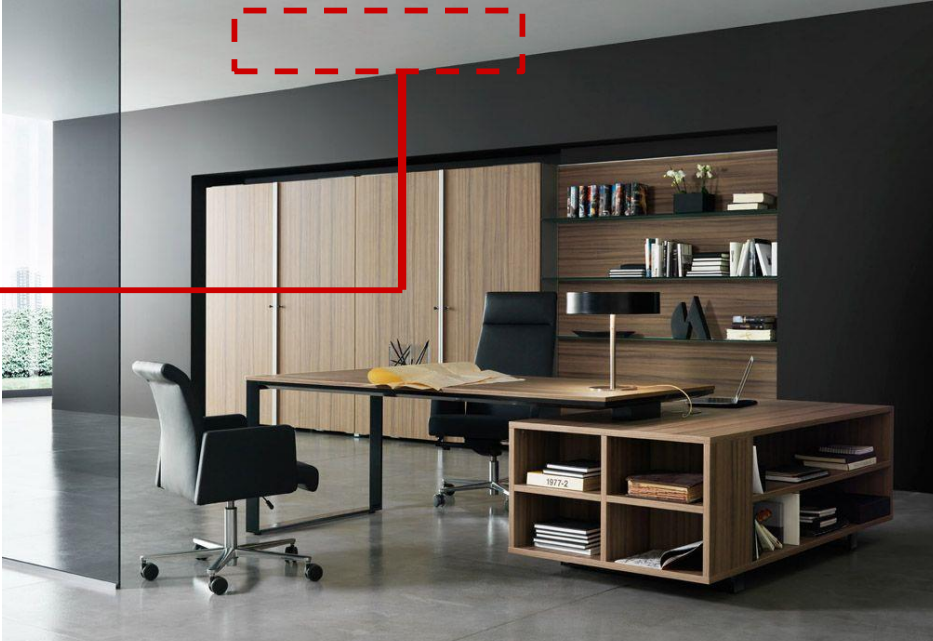
# CEILING, FLOORING, WALLS

white + grey + brown

seamless  
gypsum board  
false ceiling

highlighter wall with  
slats, toughened glass  
wall

flotex tiles



## 04- CABINS (DMIC CEO AND IICC MD'S CABINS)



# FURNITURE AND LIGHTING

minimal furniture in combinations



## 04- CABINS

# FURNITURE AND LIGHTING

loungers in main cabins



## 04- CABINS



01- RECEPTION & WAITING

02- MEETING AREAS

03- WORKSTATIONS

04- CABINS

**05- BREAKOUT SPACE AND  
PANTRY**

06- UTILITIES

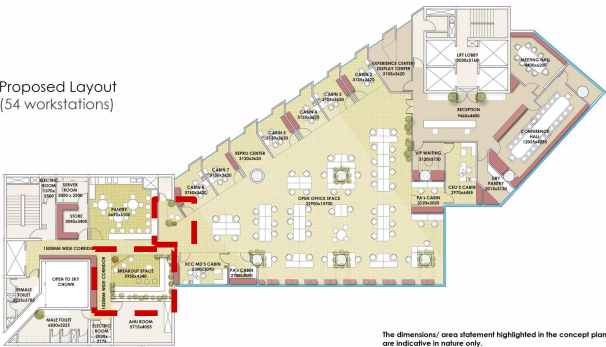
MOULDING SPACES

# LOOK AND FEEL

stepped seating



Proposed Layout  
(54 workstations)



The dimensions/ area statement highlighted in the concept plan are indicative in nature only.



# 05- BREAKOUT SPACE

# CEILING, FLOORING, WALLS

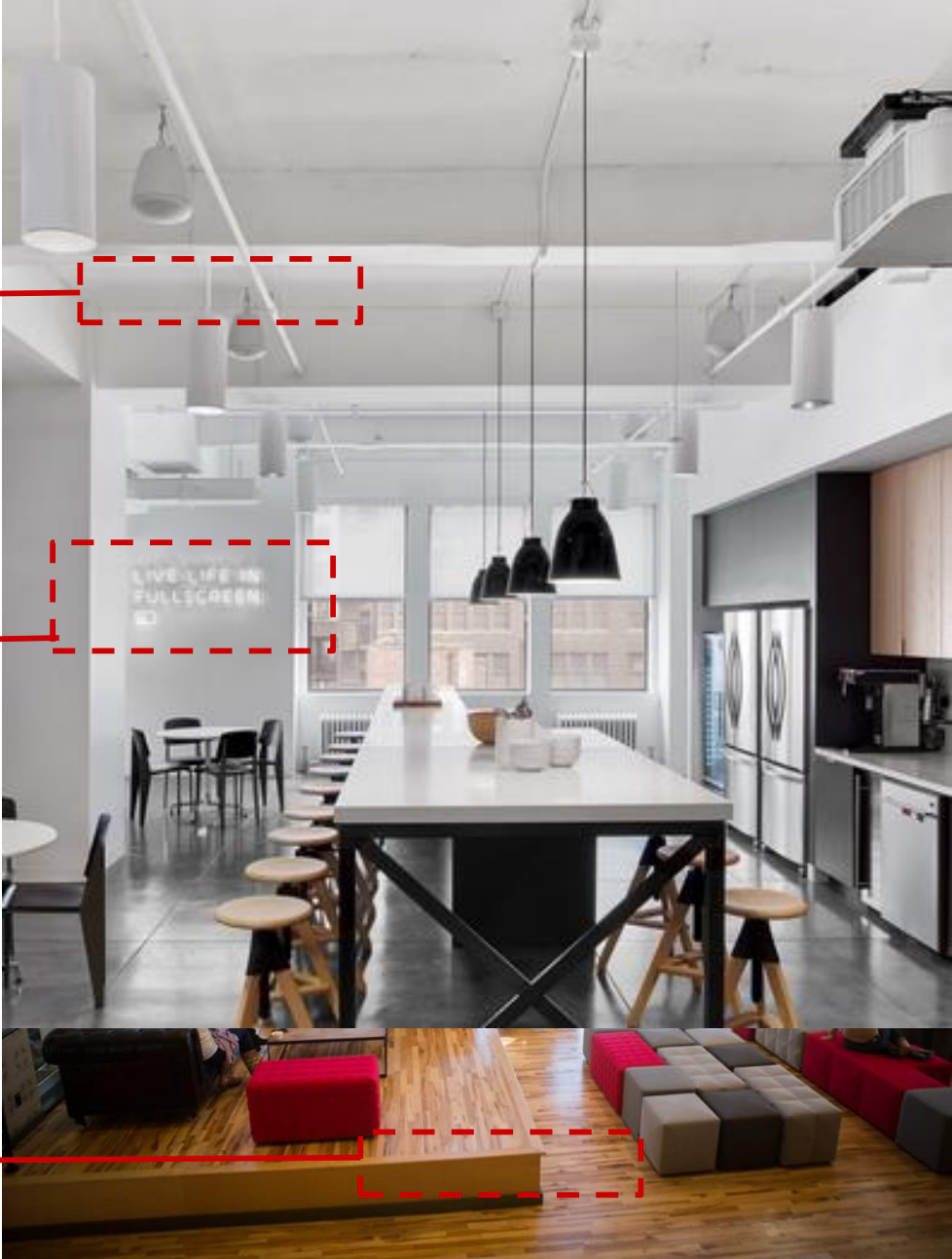


white painted exposed ceiling

painting wall



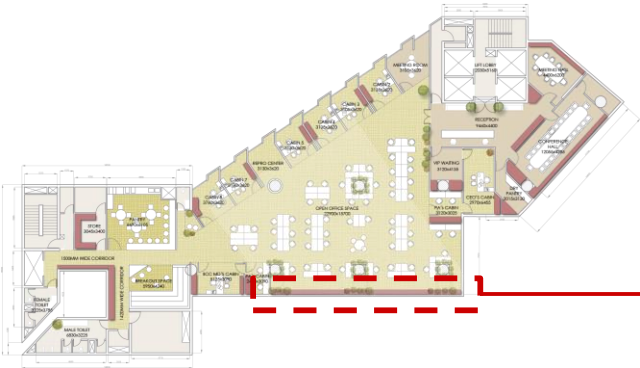
wooden flooring



# 05- BREAKOUT SPACE

# BREAKOUT SPACE

strip seating with storage



# 05- BREAKOUT SPACE

# FURNITURE AND LIGHTING



# 05- BREAKOUT SPACE

# FURNITURE AND LIGHTING



CF - 2

# 05- BREAKOUT SPACE

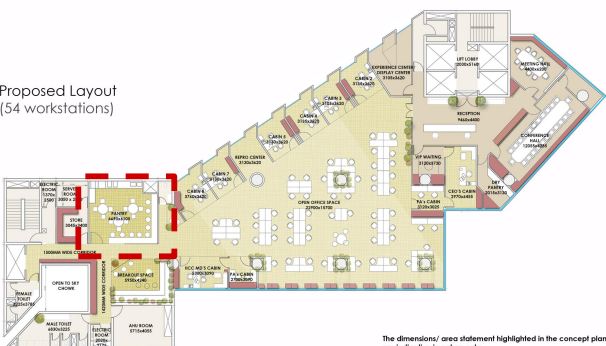


# LOOK AND FEEL

consolidated utilities



Proposed Layout  
(54 workstations)



The dimensions/ area statement highlighted in the concept plan are indicative in nature only.

# 05- PANTRY

# CEILING, FLOORING, WALLS

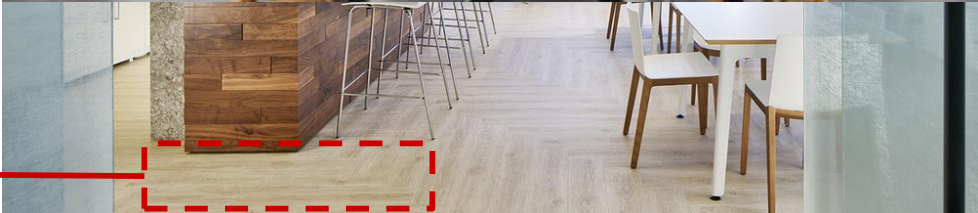
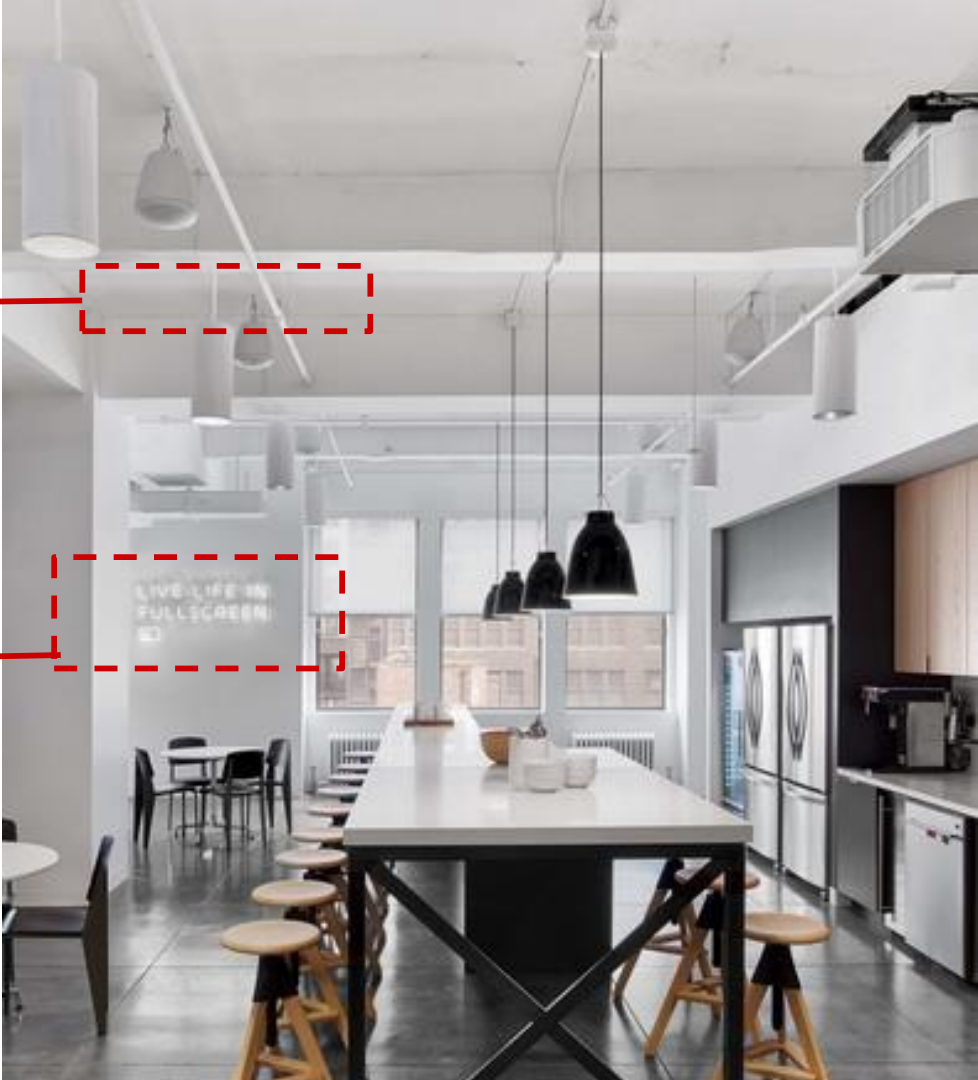


white painted exposed ceiling

painting wall



vitrified tiles with matt finish



# 05- PANTRY

# FURNITURE AND LIGHTING



# 05- PANTRY

# STORAGE

textures and extrusions



The dimensions/ area statement highlighted in the concept plan are indicative in nature only.

# 06- UTILITIES

**STORAGE**  
panels and colour



**06- UTILITIES**

**CEILING, FLOORING, WALLS**  
white + grey + brown



gypsum board  
false ceiling



vitrified tile



polished  
vitrified tiles



**06- UTILITIES (TOILETS)**

# FURNITURE AND LIGHTING

wall mounted water faucets and WCs



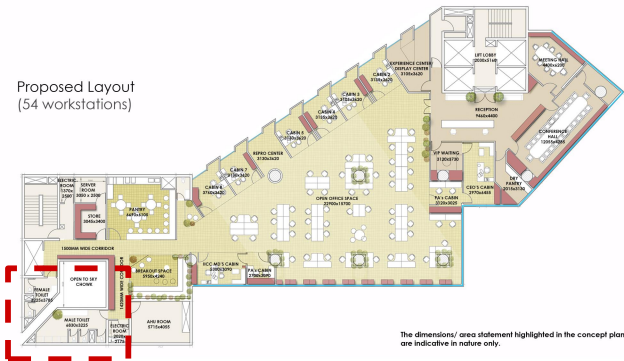
# 06- UTILITIES

# SIGNAGE



[weibo.com/laoluoyonghao](http://weibo.com/laoluoyonghao)

Proposed Layout  
(54 workstations)



The dimensions/ area statement highlighted in the concept plan are indicative in nature only.

# 06- UTILITIES





**Thank you**

**APPROPRIATING SPACES**