TERMS & CONDITIONS

FOR

RENOVATION WORK OF 3RD FLOOR AREA

FOR

EPI OFFICE AT CORE-3, SCOPE COMPLEX, 7, LODHI ROAD, NEW DELHI-110003.
TERMS & CONDITIONS for Renovation Work of 3rd Floor Area of EPI Office:

1.0 Before bidding, the bidder, at his responsibilities, risk and expenses, should visit the site and satisfy himself as to the conditions prevalent at the site.

2.0 Rates shall remain firm till completion of entire works and shall be inclusive of all taxes, duties, VAT/WCT, Service tax, Labour Cess and other levies etc as applicable.

The income tax deductions shall be made from all payments made to the contractor in accordance with the provisions of Income Tax act.

3.0 SECURITY DEPOSIT:

Within 7 (seven) days from the date of issue of letter of Intent by EPI, the Agency shall submit to EPI a Security Deposit equivalent to 5% of the total order value in the form of Bank Guarantee in the prescribed format of EPI (enclosed) from any Nationalized Bank / Scheduled Bank or in the form of FDR in favour of EPI or demand draft for due and proper execution of the contract. This bank guarantee /FDR/ demand draft shall remain valid till the end of completion of work / successful handing over of the project.

In case the Agency fails to submit the Security Deposit of the requisite amount within the stipulated period, letter of intent issued by EPI shall be treated as cancelled and EMD of the Contractor shall be forfeited.

4.0 PAYMENT TERMS:

i. No advance shall be paid.
ii. 90% payment shall be released on prorata Basis. Bills shall be raised every 15 days or when the amount reaches ₹ 15 Lakh whichever is earlier.
iii. Balance 10% payment shall be released after expiry of Warranty Period / Maintenance Period or can be released against submission of bank guarantee of equivalent amount as per EPI’s Performa and valid up to warranty / maintenance period.

5.0 Detailed measurement of items and abstract of bill are to be submitted alongwith running bills for checking and verification. The measurements of works shall be done as per CPWD/latest relevant BIS code.

6.0 Completion period - Three (3) months. The date of start of contract shall be reckoned 07 days from the date of issue of LOI.

7.0 Defect Liability / Maintenance period - The Contractor shall be responsible for the rectifications of defects in the works for a period of 12 months from the date of successful completion of entire work and handing over the same to EPI. Any defects discovered
and brought to the notice to the contractor forthwith shall be attended to and rectified by the contractor at its own cost and expenses. In case, the contractor fails to carry out these rectifications, the same may without prejudice to any other right or remedy available, be got rectified by EPI at the cost and expenses of the contractor.

8.0 HANDING OVER OF SITE

The Contractor should note that area for construction / renovation may be made available in phases as per availability and in conjunction with pace of actual progress of work at site. The contractor is required to arrange the resources to complete the entire work within total stipulated time.

Efforts will be made by EPI to hand over the site/area to the Contractor free of encumbrances. However, in case of any delay in handing over of the site/area to the Contractor, EPI shall only consider suitable extension of time for the execution of the work. It should be clearly understood that EPI shall not consider any revision in Contract price or any other compensation whatsoever viz. towards idleness of Contractor’s labour, equipment etc.

9.0 The scope of work covered in this Tender shall be as per the Bill of Quantities, Specifications, Drawings, Instructions, Orders issued to the Contractor from time to time during the pendency of work. The Drawings for this work, which may be referred for tendering, provide general idea only about the work to be performed under the scope of this contract. These may not be the final drawings and may not indicate the full range of the work under the scope of this contract. The work will be executed according to the Drawings to be released, time to time by the Engineer In-Charge of EPI and according to any additions/ modifications/ alterations/deletions made from time to time, as required by any other drawings that would be issued to the Contractor progressively during execution of work. It shall be the responsibility of the Contractor to incorporate the changes that may be in the scope of work, envisaged at the time of tendering and as actually required to be executed.

10.0 SITE ENGINEER OF CONTRACTOR:

Minimum qualifications and experience required for principal technical rep. and other minimum technical staff other than supervisor.

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<thead>
<tr>
<th>Qualification</th>
<th>Minimum Experience</th>
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<tr>
<td>One Diploma Engineer (Civil) - Principal Technical Representative</td>
<td>At least 03 year experience in interior/ Furniture &amp; Furnishing works work etc.</td>
</tr>
<tr>
<td>1 (One) No. Supervisor (Civil)</td>
<td>Minimum 3 years Experience in interior works / Furniture &amp; Furnishing works etc.</td>
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If Contractor fails to deploy minimum Technical staff as mentioned above, recovery on account of non-deployment of each Technical staff shall be made from subsequent RA Bills as under:

a) Diploma Holder at ₹ 50,000/- (Rupees Fifty thousand) per month.

b) Supervisor at ₹ 20,000/- (Rupees Thirty thousand) per month.

11.0 Within 7 days from the date of letter of intent, the Contractor shall submit a site organizational chart and Resume including details of experience of the Project-in-Charge and other staff proposed by him and shall depute them on the Site after getting approval from Engineer-In-Charge.

12.0 Within 7 (Seven) days of date of Letter of Intent, the contractor shall submit a Time and Programme Chart (CPM/PERT/Quantified Bar Chart) and get it approved by the Engineer-in-Charge. The physical report including photographs shall also be submitted by the contractor on the prescribed format & the intervals (not later than a two weeks) as decided by the Engineer-in-Charge.

13.0 SPECIFICATIONS:

13.1 The work in general shall be carried out as per latest CPWD specifications New Delhi for Civil Works (updated with correction slips issued upto last date of submission of tender) and latest CPWD specification New Delhi for electrical works (updated with correction slips issued up to last date of submission of tender) unless otherwise specified in the nomenclature of the individual item or in the particular specifications of concerned items of works.

13.2 For items not covered under latest CPWD specification, for (Civil Works) / latest CPWD specification for Electrical Works and in particular specification or nomenclature of the individual item as above, the work shall be done as per latest relevant BIS codes of practice.

13.3 In case of non availability of any specification in the above paras or any overlapping provisions, non-clarity on any issue, applicability of particular provision out of above, shall be decided by Engineer-in-Charge whose decision shall be final & binding on the contractor.

13.4 All construction materials shall be of standard quality and conform to relevant IS and as approved by Engineer – in – Charge.

13.5 Flooring works shall be executed as per the approved drawings / design & specifications. The pattern shown in the tender drawings, if any, can be modified as per the site requirements by Engineer-in-Charge within the proportions of the flooring materials to be provided and nothing extra whatsoever shall be payable over and above the rate quoted.

13.6 Plumbing & Sanitary work to be executed by licensed plumber and electrical work shall be executed only through licensed electricians.
13.7 All prefabricated structure and bought out items shall be of standard quality and of approved make and as specified in BOQ (Annexure-I). The receipt of the same from EPI is to be submitted alongwith the bills.

13.8 All the works shall be carried out in accordance with CPWD specification standard practice / relevant Indian Standards. All construction materials shall be of standard quality and conform to relevant IS and as approved by Engineer – in – Charge.

13.9 In case of Change in BOQ/specification if any the agency has to take prior approval from Engineer-in-charge for execution of the work.

14.0 The Contractor shall carry out the various mandatory tests as per specifications and the technical documents that will be furnished to him during the performance of the work. All the tests on materials, as recommended by CPWD and relevant Indian Standard Codes or other standard specifications (including all amendments current at the last date of submission of Tender Documents) shall be got carried out by the Contractor at the field testing laboratory or any other recognized institution/ laboratory, at the direction of EPI. All testing charges, expenses etc. shall be borne by the Contractor. All the tests, either on the field or outside laboratories concerning the execution of the work and supply of materials shall be got carried out by the Contractor or EPI at the cost of the Contractor.

15.0 Bill of quantities are tentative and may vary to any extent within (+) 20% of contract value.

16.0 Request for extension of time to be eligible for consideration, shall be made by Contractor in writing within 07 days of the happening of the event causing delay from the prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired. In any such case, EPI may give a fair and reasonable extension of time for completion of work.

17.0 COMPENSATION FOR DELAY:

17.1 In case the Agency fails to complete the work within the stipulated completion time, the Agency shall without prejudice to any other right or remedy of EPI on account of such breach, shall pay compensation @ 1% per week of delay or part thereof subject to a maximum limit of 5% of the total value of work provided the delays are solely attributable to the Agency.

18.0 The rates quoted shall remain firm till completion of the work including any extension thereof. No compensation shall be paid to the tenderer in the event of extension of completion period is granted to the tenderer.

19.0 If at any time after award/start of work, EPI decides to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the works to the carried out, the EPI shall give notice in writing to this effect to the Agency.
and the Agency shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or any other consequence due to foreclosure of the whole or part of the work which the Agency might have derived from the execution of works.

20.0 In case the performance of the contractor/ agency is found unsatisfactory. The work order / contract shall be terminated by EPI at any time by giving seven day’s notice in writing for the non performance or any default and violation of the terms of the contract by the Agency and in such case the Security Deposit of the contractor / agency shall be forfeited.

21.0 The EPI will not be responsible for the delay/stoppage of work and losses, if any, suffered by the Agency due to force majeure conditions like natural calamities, civil disturbances, strikes, war etc. EPI shall not be liable in any way to bear such losses and no compensation of any kind whatsoever will be payable by the EPI to the Agency.

22.0 Contractor will be responsible to arrange day to day housekeeping as required at site as per instruction of Engineer in charge.

23.0 The Contractor shall follow all rules & regulations of Labour laws and other statutory requirements.

23.0 As Built Drawings.

The contractor shall submit three print of “As built drawing” incorporating various changes & modifications during the execution of work, if any, after completion of work.

24.0 STAFF FOR WORK.

24.1 The competent manpower will be deployed by Contractor for execution of work till completion of the entire work.

25.0 DISPUTE RESOLUTION:

25.1 All the disputes of any nature shall be settled through mutual settlement only. There is no Arbitration clause.

25.2 All legal & statutory requirement as applicable shall be fulfilled by the Agency.

26.0 JURISDICTION:

The Courts in Delhi / New Delhi alone will have the jurisdiction to deal with all matters arising from the Contract.

27.0 DRAWINGS FOR TENDER PURPOSE

1. Drg. No. EPI-3rd FLOOR (RENOVATION)