

COLLEGE OF ENGINEERING, PUNE (COEP)

TENDER NO: COEP/BWC/Furniture/ACB /107/2011 – dated 17.10.2011

Furniture Works in COE Pune

[Recall]

BID DOCUMENT

[it generally involves preparation of detailed shop drawings (to be submitted while submitting the tender or submission of relevant manufacturers brochures') and further before execution for the approval of the client, Providing, Fabricating/ Carpentry works, assembling, installing and fixing in position, finishing, cleaning and handing over the system/ product to the satisfaction of the Client/ Engineer and per specifications and selection and as per the performance standards committed in manufacturers design and technology documentation (submitted with the Bid Documents) and also including co-ordination with other contractors]

COLLEGE OF ENGINEERING, PUNE

[An Autonomous Institute of Govt. of Maharashtra]

Shivajinagar, Pune-411 005
Ph: 020-25507000/006/ 043, Fax: 020-25507299
email: bwc@coep.org.in

Title: Supply and Installation of Furniture in COE Pune

Ref: **COEP/BWC/Furniture/ACB /107/2011** dated 17/10/2011 **[Second Call]**

College of Engineering, Pune (COEP) invites tenders for following Supply and installations on item rate basis from reputed qualified contractors. The interested bidder shall have average annual turnover of Rs. 25 lacs during the last 3 years.

Sr. No.	Name of Work	EMD Rs.	Cost of Bid Document Rs. [Non Refundable]	Period of Completion in Days
01	Laboratory Tables in ACB (Second call)	5,000=00	500=00	45
02	Office/ Computer chairs for Computer, Civil, Instrumentation and Applied Mechanics Division, COE Pune	--	500=00	15

PERIOD OF SALE OF BUILDING DOCUMENT : 15/11/2011 TO 22/11/2011

LAST DATE AND TIME FOR RECEIPT OF BIDS : 22/11/2011 AT 1.00 PM

TIME AND DATE OF OPENING OF BIDS : 22/11/2011 AT 2.30PM

PLACE OF OPENING OF BIDS : Director's Office College of Engineering, Pune.

OFFICER INVITING BIDS : Director, College of Engineering, Pune.

The cost of blank tender forms shall be paid by demand draft drawn in favour of "Director, College of Engineering, Pune". The bidders can download the tender documents from Web site www.coep.org.in and in such cases, while submitting the bid document, the cost of blank tender in the form of DD as described above shall be submitted.

Date: 15/11/2011

Prof. Anil Sahasrabudhe

Director C.O.E., Pune.

TENDER NO: COEP/BWC/Furniture/ACB/107/2011 – dated 17.10.2011

BID DOCUMENT CONTENTS (ALL FORM AS A PART OF BID DOCUMENT)

CONTENTS	PAGE	
	FROM	TO
SECTION I: INSTRUCTION and GENERAL CONDITIONS OF CONTRACT	04	21
SECTION II: SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS	22	29
SECTION III: BILL OF QUANTITIES	30	31
SECTION IV: Photo graphs and DRAWINGS	32-35	

[SECTION - I](#)

NOTICE TO THE TENDERER AND GENERAL INSTRUCTIONS

1. Sealed item rate tenders, on behalf of the "Client/Owner", **COLLEGE OF ENGINEERING PUNE (COEP)**, are invited from **CONTRACTORS** who are competent, technically thorough with latest technology in furniture works, in possession of mechanized equipments, ability to complete the project in stipulated period and financially sound and ability to sustain for a minimum period of 1 – 1 months in case of payment delay (due to technical and commercial issues) without affecting the progress of work, for the **Academic Complex Building & Laboratories** in the COEP Campus at Pune.

2. Bidders are strongly advised to go through all the documents in connection with this works very carefully.

Clarifications, if any, required about the tender, can be discussed and get it clarified during working hours at the office of the Electrical Deptt, **[Contact Person: Dr. B. N. Choudhari – Prof and Head Electrical – 09423582027]**

Tenders should be submitted in a sealed cover super scribed with name of work and job number.

3. Tender Documents not properly filled, mutilated with incorrect calculations or generally not complying with the conditions are liable to be rejected.

4. Bidders should quote their rates both in figures and in words. The bill of quantities must be fully priced and the total of each sub-head shall be carried over to the final abstract page.

5. If the tender is filled by an individual, it shall be signed with his full name and his complete address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by an authorized member of the firm who shall sign his own name and give the name and address of each member of the firm and attach the copy of the Power of Attorney with the tender. A certified copy of the registered partnership deed shall also be submitted along with the tender. In case the tender is made by or on behalf of the company incorporated under the Companies Act [1 of 1956] or latest revision it shall be signed by its Managing Director duly authorized on that behalf and shall bear the official seal of the company.

6. Every bidder is expected to inspect the site of the proposed work before quoting his rates. They are also advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the form and nature of the site, the means of access to the site, the accommodation they may require including that required for labour and in general shall themselves obtain all necessary information as to risks, contingencies and other

circumstances which may influence or effect their tender. The bidder shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

7. Every bidder should inspect the source of materials, their quality and availability. The materials must strictly comply with the relevant specification. Samples of the materials, as required by the Client/ Engineer in Charge, in all cases shall be submitted for his approval before the supply at site of work begins. In absence of any specification of any material or workmanship the same shall have to be to the entire satisfaction of the client. The bidder must go through all the drawings /photographs, specifications and tender documents and any further clarifications required in the drawings and documents can be had from the office of the Secretary, BWC.
8. A schedule of approximate quantities for various items accompanies this tender. It shall be definitely understood that the owner will not accept any responsibility for the correctness or completeness of this schedule in respect of items and quantities and this schedule is liable to alteration by omission, deductions or additions at the discretion of the Client/ Owner without affecting the term of the contract.
9. Timely completion of the works is the essence of this contract and the time of completion must be strictly adhered to as specified.
10. The tender shall be signed by a person or persons so authorized by the bidder with signature[s] duly witnessed.
11. The tender form must be filled in English and all entries made by hand and written in ink. Any tender in which there is overwriting or erasure is liable to be rejected. All corrections should be attested by the bidder with his dated initials as many times as the corrections occur.
12. No excuse as regards want to information of any particular point will be considered after the tender has been submitted. No advice of any change in rate or conditions after the opening of tender shall be entertained.
13. The contractor shall not in any case, after acceptance of a contract rate, be paid any extra charges for lead involved in transport of materials to site of work, erection and hire of T & P sheds for materials, royalty for earth, boulders, metal and sand etc. or for any increase in price of materials or for any increase in

wages of labour or for any other reasons whatsoever. All taxes including octroi, toll or sales tax, royalty or any other tax etc. shall be payable by the contractor and no claim whatsoever in this respect shall be entertained.

14. No alteration which is made by the bidder in the notice of tender instructions to the contractors, the contract form, the General Conditions of Contract, Special Conditions of Contract, the drawings, specifications, additional specifications, schedule of quantities accompanying this tender shall be recognized and if any such alterations are made, the tender is liable to be rejected.
15. No part of the contract shall be sublet/assigned without the written permission of the Client/Owner nor shall transfer be made by power of attorney, authorizing others to receive payment on behalf of the contractor.
16. The tenderer shall submit with his tender a list mentioning the name of manufacturers and sub-contractors whom they propose to utilize/employ for the above specialized items which he proposes to use in the work. The manufacturers/sub-contractors shall be used only if it gets approval of the client/owner. Decision of the Owner shall be final and binding on contractor in respect of choice of manufacturers/sub-contractor[s]. Contractor shall not be entitled to claim any extra cost and/or extension of time due to decision of client in this respect.
17. The tender shall accompany the following information and schedules:
 - [a] A tentative execution programme showing the bidder's proposed sequence of operations together with the estimated time for each activity.
 - [b] Proposed supervision and control of works including the number and experience of the various grades of supervisory personnel for each month of the construction period.
 - [c] Schedule of labour requirements showing the total estimated labour force for each month of the excavation period.
 - [d] Schedule of proposed sub-contractors.
 - [e] Schedule of monthly electric power consumption.
 - [f] Schedule of materials procurement/requirement.

The tender is to be accompanied with a statement of facts in details as to the following items for the bidder and his associates, if any.

- [a] Business and technical organization.
 - [b] Financial resources.
 - [c] Construction equipment available and to be used for performing the work.
18. The bidder must furnish a list of any civil or criminal litigation he is a party to, if any, either as a respondent/plaintiff, accused or complainant. This includes any of the partners to this firm.
 19. If the bidder [or any of his legal partners] has at any time been accused in a criminal proceeding he must state so and give the outcome of the proceedings in a separate signed statement.
 20. Income-Tax and Sales-Tax clearance certificate should be attached with the Tender Document.
 21. The bidder, whether he submits this tender or not, shall treat the details of the document as secret and confidential. In case the bidder does not tender, he shall return "ALL" the documents on the date fixed for receiving the tender.
 22. After acceptance of the tender, the bidder shall sign the necessary contract papers within 10 days of the above intimation.
 23. Tenders shall remain open for acceptance for a period of ninety (90) days from the date of opening of the tenders.
 24. The owner/client reserves the right of rejecting all or any of the tenders, without assigning any reason and does not bind itself to accept the lowest tender or to pay the expenses incurred in the preparation of the tender, or for any other reason thereof.
 25. Any further information can be obtained on application in writing to the client, bwc@coep.ac.in
 26. Submission of Tender: The tender shall be submitted as per the General Conditions of the Contract.

GENERAL CONDITIONS OF CONTRACT

1) Scope of works

The Director, College of Engineering, [An Autonomous Institute Govt. of Maharashtra] Shivajinagar, Pune .411005, invites the tenders for the Furniture works in ACB & Laboratories in COEP as detailed in the table given bellows

Brief Description of works	EMD in Rs.	Period of completion
[1] Table for Laboratory	5,000=00	45days from the date of LOI/Work Order
(2) Office/ Computer chairs for Computer, Civil, Instrumentation and Applied Mechanics Division, COE Pune		15 Days from the date of LOI/Work Order
Note : Above bids will be evaluated separately / combined, whichever is found suitable.		

The successful bidder will require complete the works by the intended completion period specified above.

2] Qualification of the bidder: The bidder shall provide qualification information which shall include :-

- Contractor should be register contractor, registered under Government / Semi-government organization / Public undertakings. Reputed Contractors who does not have a formal registration with any government body but having excellent proven work experience in this field can also be eligible.
- Copy of Income tax return for previous 3 years.
- Details of any litigation, current or during the last 3 years in which the bidder is involved, the parties' concerned and disputed amount in each case.
- Agency/ Firm should have average turnover Rs. 25 lacs /year for last three years.
- A Demand Draft towards the EMD of specified amount, drawn on any nationalized or scheduled Bank, against EMD in the name of 'The Director, College of Engineering, Pune, should be deposited with the Technical bid.

3) To qualify for award of the contract the bidder:

- Should have satisfactorily executed, or currently executing, as a main contractor at least three similar assignments of furniture as stated in the BOQ of value not less than Rs. 10, 00,000 or two similar assignments of Furniture supply of value not less than Rs. 15, 00,000 or one similar assignment of Furniture supply of value not less than Rs. 20, 00,000 in the last three years. self certified Xerox copy of the certificate / completion report from the concerned should be attached
- Bids from Joint ventures are not acceptable.
- Even though the bidders are pre-qualified, they are subject to be disqualified if they have: -
 - made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

- Participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

4) Bid price

- a) The contract shall be for the complete work as described in the bill of quantities, drawing and technical specifications.
- b) Corrections, if any, shall be made by crossing out, with signature.
- c) All duties, taxes and other levies involved under the contract shall be included in the total price except Service tax & Octroi. Service tax if any should be quoted separately. Employer will give Octroi exemption certificate(s) to the bidders, if required.
- d) The rates quoted by the bidder shall be fixed for the duration of the contract / satisfactorily completion of the project and shall not be subject to adjustment on any account.
- e) The rates should be quoted in Indian Rupees.
- f) The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible & liable for those costs.
- g) The Bidder, at the Bidder's own responsibility and risk & cost, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Works.

5) Submission of Tenders

- a] Each bidder shall submit only one tender. Submission of more than one tender by the same bidder shall automatically lead to disqualification of the bidder.
- b] The tender submitted by the bidder shall comprise the Bid document with qualification documents and requisite EMD.
- c] The envelope, addressed to The Director College of Engineering, Pune will bear the following identification:-
 - Tender for Furniture works for COE Pune
 - Put the tender ref number : **COEP/BWC/Furniture/ACB/107/2011 – dated 15.11.2011**
 - 'Do not open before' & the date of tender opening, November 22, 2011 at 2.30 pm.

In case of not finding all required identifications on all or any of the envelopes, the bidder will be disqualified without giving any reason thereof.

d] Tender must be received in the office of the Director, College of Engineering, [An *Autonomous Institute Govt. of Maharashtra*], Shivajinagar, Pune- 411005. (Owner) not later than the time and date given in the letter of invitation .If the specified date is declared a holiday, tenders shall be received up to the appointed time on the next working day.

e] Any tenders received by the Director, College of Engineering, [An *Autonomous Institute Govt. of Maharashtra*], Shivajinagar, Pune- 411005 after the deadline for submission of tender will be rejected and & no communication in this regard will be made.

6) Validity of Tenders

Tender shall remain valid not less than 90 days after the deadline date specified for submission.

6) Opening of Tenders

Tenders will be opened in the presence of consultants, bidders or their representatives who choose to attend on the date & time and the place specified in the letter of invitation.

7) Information relating the evaluation of tenders & recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.

8) Evaluation of Tenders

The owner will evaluate & compare the tender determined to be substantially responsive i.e. which

- a) Meet the technical qualification & evaluation criteria specified.
- b) Are properly signed
- c) Conform to the terms and conditions, specification & drawing without material deviations.

9) Award of contract

The Employer will award contract to the bidder whose tender has been determined to be substantially responsive and who meets the specified qualification criteria.

Notwithstanding the above, the Employer reserves the right to accept or reject any tenders & to cancel the bidding process and reject all tenders at any time prior to the award of contract, without giving any reason thereof.

10) Performance Security

Within 15 days of receiving letter of acceptance, the successful bidder shall deliver to the Director, College of Engineering, [An *Autonomous Institute of Govt. of Maharashtra*], Shivajinagar, Pune 411005, the performance security (Either a bank guarantee or a bank draft in favour of the employer) for an amount

equivalent of 5% of the contract price. The performance security shall be valid till the expiry of the period of maintenance of the work, specified in the clause 11.

11.) **Period of Maintenance:**

The “Period of Maintenance (defect liability)” for the work is Five Years from the date of taking over possession. During the period of maintenance; the contractor will be responsible for rectifying any defects in working. This will be done by the contractor at his own expenses.

Instructions to Bidders

1. Format for Qualification Information.
2. Format for Submission of Quotation.
3. Format of Letter of Acceptance.

QUALIFICATION INFORMATION

(To be supplied the bidder along with bid document)

1) For Individual Bidders

1.1) Principal place of business :- _____

Power of attorney of signatory of Quotation.

(Attach attested Xerox copy)

1.2) Total value of Civil Engineering construction
Work performing in the last three years 2008-2009 _____

(In Rs. Lac) 2009-2010 _____

2010-2011 _____

Work performed as prime contractor (in the same name) on works of a similar nature over the last three years.

Project Name	Name of Employer	Description of work	Contract no.	Value of contract (Rs. Lac)	Date of issue of work Order	Stipulated period of completion	Actual date of completion	Remarks explaining reasons or delay & work completed

Information about Existing commitments and on – going works:-

Description of work (1)	Place & state (2)	Contract No. & date (3)	Value of contract (Rs. Lac) (4)	Stipulated period of completion (5)	Value of works * Remaining to be completed (Rs. Lac) (6)	Anticipated date of completion (7)

* Enclose a certificate from Engineer concerned

1.3) Proposed subcontracts & firms involved in the present work.

Sections of the works	Value of sub-contract	sub- contractor (name & address)	Experience in similar work

*	*	*	*
	*	*	
*	*	*	*
	*	*	
*	*	*	*
	*	*	

1.4) Evidence of access to financial resources to meet the requirements of working capital: cash in hand, lines of credit, etc. List them below & attach copies of support documents.

1.5) Name, address, & telephone, telex, & fax. No. of the bidders bankers who may provide references if contacted by the Employer.

1.6) Information on litigation history in which the bidder is involved.

Other Parties	Employer	Cause of dispute	Amount involved	Remarks showing present status

**LETTER OF ACCEPTANCE
CUM NOTICE TO PROCEED WITH THE WORK**

College of Engineering, Pune.

Dated: _____

To: _____ (Name and address of the Contractor)

Dear Sirs,

This is to notify you that your Quotation dated _____ for
execution of _____ the
_____ for the
contract price in Rupees
_____ (Amount in words & figures), is
hereby accepted by us .

You are hereby requested to finish performance security for an amount of
Rs. _____ (Equivalent to 5% of the contract price) within 15 days of the
receipt of the letter. The performance security in the form of Bank guarantee or a Bank

draft in favour of _____(Employer) shall be valid till the expiry of the period of maintenance i.e. up to _____.Failure to furnish the performance security will entail cancellation of the award of contact.

You are the also requested to sign the agreement from & proceed with the work not latter than_____under the instruction of the engineer, _____& ensure its completion within the contract period.

Yours faithful

Authorized Signature
Name & Title of Signatory

ARTICLES OF AGREEMENT

1) This deed of agreement is made in the form of agreement on _____day _____ month _____200_____, between (the referred to as the first party) and _____ (Name of the contractor), S/O _____ resident of _____(hereinafter referred to as the second party), to execute the work of construction of _____(hereinafter referred to as works) on the following terms & conditions.

2) Cost of contract
The total cost of the works (hereinafter referred to as the “total cost”) is Rs._____as reflected in Annexure -1.

3.1) Payments under its contract:
Payments to the second party for the construction work will be released by the First party in the following manner:-

On completion of the work & submission of the completion report approved by the client: First and Final Bill	:	As per the certified bill of the contractor based on the measurements along with certification of completion to the satisfaction by the Engineer In Charge.
--	---	---

3.2) **Payment will be made by the first party:**

a) On the second party submitting an invoice for an equivalent amount along which the certified copy of the bill of quantities & measurements;

- b) On certification of the invoice by the engineer nominated by the first party with respect to quality of works in.
- 3) **Notice by Contractor to Engineer**
The second party, on the works reaching each stage of renovations, issue a notice to the first party or the Engineer nominated by the first party (who is responsible for supervising the contractor, administering the contract, certifying the payment due to the contractor, issuing & valuing variations to the contract, awarding extensions of time etc.) to visit the site for certification of the stage completion. Within 15 days of the receipt of such notice, the first party or the contractor nominated by it, will ensure issue of stage completion certificate after due verification.

Completion time :-

The work should be completed in 60 Days from the date of this Agreement. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both parties.

- 4) If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period :
- a) The first party does not give access to the site or a part thereof by the agreed period.
 - b) The first party orders a delay or does not issue completed drawing, specifications or instructions for execution of the work on time.
 - c) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of from information provided to second party or from visual inspection of the site.
 - d) Payments due to the second party are delayed without reason.
 - e) Certification for stage completion of the work is delayed unreasonably.
- 5) Any willful delay on the part of the second party in completing the construction within the stipulated period will render him liable to pay liquidated damages. @ 0.5% of contract value per week which will be deducted from payment due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 5% of the contract amount.
- 6) **Duties & responsibilities of the first party**

- 7.1) The first party shall be responsible for providing regular & frequent supervision & guidance to the second party for carrying out the works as per specifications. This will include written guidelines & regular site visit of the authorized personal of the first party, for checking quality of material & construction to ensure that it is as per the norms.
- 7.2) The first party shall apply 3 sets of drawing, specifications & guidelines to the second party for the proposed work.
- 7.3) Possession of the site will be handed over to the second party within 10 days of signing of the agreement.
- 7.4) The engineer or such other person as may be authorized by the first party shall should meeting once in a week where a second party or his representative at site will submit the last information including progress report & difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.
- 7.5) The engineer shall record his observations/instructions at the time of his site visit in a site register maintained by the second party. The second party will carry out the instructions & promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified, within the time specified in the engineer's notice, the first party as well as the engineer nominated by it may instruct stoppage or supervision of the construction rectified at the cost of the second party.

7) Duties & responsibility of the second party.

The second party shall:

- a) Take up the works & arrange for its completion within the time period stipulated in clause 5;
- b) Employ suitable skilled persons to carry out the works;
- c) Regularly supervise & monitor the progress of work;
- d) Abide by the technical suggestions / direction of supervisory personal including engineers etc. regarding building construction;
- e) Be responsible for bringing any discrepancy to the notice of the representative of the first party & seek necessary clarification;
- f) Ensure that work is carried out in accordance with specifications, drawing & within the total of the contract amount without any cost escalation;
- g) Keep the first party informed about the progress of work;
- h) Be responsible for all security & watch & warned arrangements at site till handing over of the building to the first party

- i) Maintain necessary insurance against loss of material / cash etc. or workman disability compensation claims of the personal deployed on the works as well as third party claims.
- j) Pay all duties, taxes and other levies payable by construction agencies as per law under the contract (First party will effect deduction from bill in respect of such taxes as may be imposed as may be under the law)

8) Variations / Extra Items

The works shall be carried out by the second party in accordance with the approved drawing & specifications or directives from the engineer in-charge. However if, on account of site condition or any other factors, variations are considered necessary, the following procedure shall be followed:

- a) The second party shall provide engineer with a quotation for carrying out the variation when requested to do so by the engineer .The engineer shall assess the quotation which shall be given within seven days of the request before the variation is ordered.
- b) If the quotation given by second party is unreasonable, the engineer may order the variation & make a change to the contract price which shall be base on engineer's own forecast of the effects of the variation on the contractor's costs.
- c) The second party shall not entitled to additional payment for cost which could have been avoided by giving early warning.

9) Securities

The performance securities shall be provided to the employer no later than the date specified in the letter of Acceptance & shall be issued in an amount & form & by a bank or security acceptable to the Employer. The performance scrutiny shall be valid until a date 28 days from the date of issue of the Certificate of complication in the case of a Bank Guarantee.

10) Termination

11.1) The Employer may terminate the contract if the other party causes a fundamental branch of the contract.

11.2) Fundamental branches of contract include, but shall not be limited to the following

- (a) The contractor stop work for 28 days & stoppage has not been authorized by the engineer.
- (b) The contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) The engineer gives notice that failure to correct a particular defect is a fundamental branch of contact & the contractor fails to correct it within a reasonable period of time determined by the engineer.

(d) The contractor does not maintain a security which is required ;

11.3) Notwithstanding the above, the Employer may term the contract for convenience.

11.4) If the contract is terminated the contractor shall stop work immediately, make the site safe & secure & leave the site as soon as reasonably possible.

11) Payment upon Termination

12.1) If the contractor is terminated because of a fundamental breach of contract by the contractor, the engineer shall issue a certificate for the value of the work done less advance payment received up to the date of the issue of the certificate, less than other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.

12.2) If the contract is terminated at the Employer's convenience, the engineer shall issue a certificate for the value of the work done, the responsible cost of removal of equipment, repatriation of the contractor's personal employed solely on the works & the contractor's costs of protecting & securing the work & less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract & less taxes due to be deducted at source as per applicable law.

12) Dispute settlement

If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual & amicable construction.

In the event of agreement not being reached, the matter will be referred for arbitration by a sole Arbitrator not below the level of retired Superintending Engineer, PWD to be appointed by the first party. The Arbitration will be conducted in accordance with the Arbitration & Conciliation Act 1996. The decision of the Arbitrator shall be final & binding on both the parties.

SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

1.0 SPECIAL CONDITIONS

1.1 The rate for each item of work included in the Schedule of Quantities (irrespective of the description of the item) shall unless expressly stated otherwise be the full cost in place and in full working condition and include cost of:

a) All materials, fixing materials, accessories, operations, appliances tools, plant equipment, transport, labour and incidentals, required in preparation for in the full and entire execution and completion of the work called for in the item and as per specification and drawings completely. The absence of the terms "providing" "supplying" and such in the nomenclature of the items shall not vitiate this intent.

b) Waste on materials and labour.

c) Loading, transporting, unloading, handling/double handling hoisting to all levels, setting, fitting and fixing in position protecting, disposal of debris and all other labour necessary in and for the full and entire execution and to fully complete the job in accordance with the contract documents, good practice and recognized principles. This also includes materials, appliance, equipment and accessories not specifically mentioned here in or noted in the drawings/documents as being furnished or installed but which are necessary and customary to make complete installation as described herein properly converted in efficient working order.

(d) Liabilities, obligations and risks rising out of conditions of contract.

(e) All requirements of Specifications, whether such requirements are mentioned in the item or not. The Specifications and drawings where available are to be read as complimentary to and part of the schedule of quantities and any work called for in one shall be taken as required for all

(f) All taxes and duties such as sales tax, VAT, excise, works contract tax, Service tax on labour, octroi, royalty etc. It should be clearly understood that claim for any extra sales tax, works contract tax, excise duty, VAT etc. shall not be entertained in any case whatsoever, once the tenders are accepted.

- 1.2 The Contractor shall be paid for the actual quantity of work executed by him in accordance with the drawings at the contract rates.
- 1.3 The quantities given in the schedule are provisional. The Employer reserves the right to increase or decrease the quantities of work or to totally omit any item of work. The contractor shall not be entitled to claim any extras or damages on these grounds.
- 1.4 This schedule shall be full priced and the extension and totals duly checked. The rates for all items shall be filled in INK. The entries under amount column shall be rounded off to nearest Rupees.
- 1.5 No alteration whatsoever is to be made to the text or quantities of this schedule of quantities unless such alteration is authorised in writing by the Project Manager. Any such alterations, notes or addition shall, unless authorised in writing be disregarded when tender documents are considered
- 1.6 In the event of an error occurring in the amount column of the schedule as a result of wrong extension of unit rate and quantity, the unit rate quoted by the tenderer shall be regarded as firm and the extensions shall be amended on the basis of the unit rates.
- 1.7 Unless otherwise stated all measurements shall be taken in accordance with the procedure laid down by Indian Standard Method of Measurement of building.
- 1.8 Any error(s) in description or in quantity or omission of items from the contract schedule shall not vitiate this contract but shall be corrected and deemed to be a variation required by the Project Manager.
- 1.9 The Contractor shall start procurement and bringing of Materials/Equipment to the site on the basis of Schedule of Quantities. However, the final quantities of the materials/equipment to be procured and mobilised shall be based on drawings approved for Construction.
- 1.10 The term "approved equivalent" shall mean equivalents as approved in writing by the client/owner.
- 1.11 The rates quoted by the contractor for the various items in the schedule shall cover all leads, lifts, locations, etc. as called for in the Drawings and nothing extra shall be paid for additional lifts, leads or locations, (unless specifically provided otherwise) irrespective of the description/nomenclature of the items.

- 1.12 If two or more items of work with same nomenclature appearing in the same or different sections of the Bill of Quantities have different unit rates, then the lower unit rate shall be payable.
- 1.13 The quoted rates of the Contractor are deemed to include the cost of fulfilling the obligations defined in the General, Special Conditions of Contract, Specifications and elsewhere in the Contract.

GENERAL SPECIFICATIONS FOR FURNISHING WORK

These specifications are for the work to be executed items to be supplied and materials to be used in the works as shown and defined on the drawings and described herein all the supervision of PMC and to the satisfaction of the Client/ Employers .

The workmanship is to be best available and of a high standard. Use must be made or specialist tradesmen in all aspects of the works, and allowance must be made in the rates for doing so.

The materials and items to be provided by the Contractor shall be best of their respective kinds, approved by the client in accordance with the samples which may be submitted for approval and generally in accordance with the specification.

Where materials or products are specified in offer by the name of the manufacturer or the brand trade name or catalogue reference the Contractor will be required to obtained the approval of the CLIENT/ EMPLOYER before using a material or product other than the specified.

The Contractor shall produce all invoices, vouchers or receipted accounts for any materials if called upon to do so by the CLIENT/ EMPLOYER .

Sample of all material are to be submitted to the CLIENT/ EMPLOYER for approval before the Contractor orders or delivers in bulk to the site. Also, the Contractor will be required to submit specimen finishes of colours, fabrics, etc, for the approval of the CLIENT/ EMPLOYER before proceeding with the works. Should it be necessary to prepare shop drawings, then four copies of such drawings shall be submitted for the approval of the CLIENT/ EMPLOYER who will retain two copies all at the Contractors expenses.

PLY WOOD:-

Plywood for general purpose shall conform ISI 303 – 1975. It shall be of W.R. grade in the specified thickness for the commercial type W.R. Grade in the specified thickness for the commercial type. W.R. Grade plywood, formed with 0.8 mm. Th. Commercial face veneers and 1.5 mm thick. Intermediate veneers in two opposite grain direction shall be 1:1. The moisture content shall not be more that 12.5% by mass.

FASTENINGS AND HARDWARE:-

The fixtures and fastenings, that is, butt hinges, teened strap hinges, sliding door bolts, tower bolts, door latch, bath room latch, handles, door stoppers, casement window fasteners, casement stays and ventilators catch shall be made of the metal as specified in the item or its specifications.

They shall be of iron, brass, aluminium, chromium plated iron, chromium plated brass copper oxidized iron copper oxidized brass or anodized aluminium as specified. The fixtures shall be heavy type. The fixtures and fastenings shall be smooth finished and shall be such as well ensure ease of operation. The samples of fixtures and fastenings shall be got approved as regards quality and shape before providing them in position. Brass and anodized aluminium fixtures and fastenings shall be bright finished. Screws, nails, bolts will be of brass or other non-corrosive metal. In hardware, they will match the finish of the hardware item. Nails, in a finished surface shall be neatly punched and the hole filled with wood filler matching the finish. Screws, in a finished surface will be round head, raised head or sunk beneath the surfaces and the hole plugged with a wood plug with matching colour and grain of the wood surface, unless especially detailed.

HARDWARE:-

Hinges, locks, latches, door tracks, etc, shall be as specified by the manufacturer specified. In any variation of this quality of the substitute shall be equal to or better than the original specified, and samples should be submitted to the CLIENT/ EMPLOYER for prior approval.

HARDWARE AND METALS:-

The hardware throughout shall be of approved manufacture and supply well made and equal in every respect to the samples to be deposited with the CLIENT/ EMPLOYER . The Contractor may be required to produce and provided samples from many different sources before the client is able to make a decision and he should allow in his rates for so doing. Fittings generally shall have a satin chrome or anodized finish unless otherwise specified, and shall be suitable for their intended purposes.

Screws are to match the finish of the article to be fixed and to be rounded of flat headed or counter sunk as required. Cover up and protect at the brass and bronze surfaces with a thick grease or other suitable protective material, renew as necessary and subsequently clean off and clear away on completion. Aluminum and stainless steel shall be of approved manufacture and suitable for its particular application. Generally, the surfaces of aluminum shall have an anodized finish and both shall comply with the samples approved by the Client. All steel brass, bronze, aluminum and stainless steel articles shall be submitted to a reasonable test for strength, it so required by the client at the Contractor's expenses. All brazing and welds are to be executed in a clean and smooth manner rubbed down and left in the flat test and tidiest way, particularly where exposed. Chromium plated shall be in accordance with B.S. 1224 or as per approved specifications and shall be on base materials of copper or brass or as specified by Architect.

ENAMEL PAINTS:

Oil paints shall be of 1st quality and the specified colour and shade, and as approved. The ready mixed paints shall only be used. However, if ready mixed paint of specified shade or tint is not available while ready mixed paint with approved stainer will be allowed. In such a case, the Contractor shall ensure that the shade of the paint so allowed shall be uniform.

All the paints shall meet with the following general requirements :-

a) Paint shall not show excessive setting in a freshly opened full can and shall easily be re-dispersed with a paddle to a smooth homogeneous stage. The paint shall show no curdling, livering, caking or colour separation and shall be free from lumps and skins.

- b) Paint as received shall brush easily, possess good leveling properties and show no running or suggesting tendencies.
- c) The paint shall not skin within 48 hours in a three-quarters filled closed container.
- d) The paint shall dry to a smooth uniform finish free from roughness, grit, unevenness and other imperfections. Ready mixed paint shall be used exactly as received from the manufacturers and generally according to their instructions and without any admixtures whatsoever.

PLASTIC EMULSION PAINT:-

Pigmented priming coat (emulsion thinned with water) followed by three or more finishing coats of plastic emulsion paint. Pasted filler to be applied after every coat exempting the final finishing coat and sanded.

LAMINATES:-

All the laminate to be used shall be of 1.0 mm thickness in approved the colour and shade as approved and specified by the Client. It shall be matt finish manufactured by Formica India Limited or its equivalent as per the sample shown by the Consultant unless otherwise specified. It shall satisfy all the I.S.I. Standards for melamine coated laminated fiber boards Contractor shall have to take approval of the Department for each sheet of the laminates.

LIST OF INDIAN STANDARDS REFERRED TO:

(01) I.S. No. 1200 – Latest measurement of building and Civil Engineering work.

(02) I.S. No. 287 – 1973.

Recommendation for maximum permissible moisture content of Timber used for different purposes in different climatic zones.

- (03) I.S. No. 1141 – 1973 code of practice for seasoning of timber.
- (04) I.S. No. 6534 – 1971 guiding principles for grading and inspection of **timber.**
- (05) I.S. No. 1200 (Part XXI) 1973
Method of measurement of building and Civil Engineering works. Part XXI
wood work and joinery.
- (06) I.S. No. 3845 – 1966 code of practice for joints used in wooden furniture.
- (07) I.S. No. 4000 – 1967. Wooden flush doors. Type to method of test for.
- (08) I.S. No. 4970 – 1973. Key for identification of commercial timbers.
- (09) I.S. No. 3364 (Part-II) – 1975, Method of Measurement and evaluation of **defects in timber , Part-II converted timber.**
- (10) I.S. No. 1708 – 1969. Method of testing small clear specimens of timber.
- (11) I.S. No. 6342 – 1971. Rose wood logs for production of sliced veneers.
- (12) I.S. No. 5248 – 1969. Teak logs for production of sliced veneers.
- (13) I.S. No. 2202 (Part-I) 1973. Specification for wooden flush door shutters (Solid core type Part-I plywood).
- (14) I.S. No. 2338 (Part-I) – 1967. Code of practice for finishing of wood and **wood based materials Part-I operations and workmanship.**
- (15) I.S. No. 7630 – 1975. Methods of sampling of plywood.
- (16) I.S. No. 303 – 1975. Specification for plywood for general purposes.
- (17) I.S. No. 3129 – 1965. Specification for article board for insulation purposes.
- (18) I.S. No. 3513 – 1966. (Part-I S.No. & Part-IV). High and medium density wood **based laminates part-I, S.No. general purposes. Part-IV sampling test.**
- (19) I.S. No. 1659 – 1979 block boards.
- (20) I.S. No. 7316 – 1974. Decorative plywood using plurality of veneers for decorative faces.
- (21) I.S. No. 3478 – 1966. High density wood particle boards.
- (22) I.S. No. 1734 (Part-I to XX). Plywood method of test for
Part-I - General
Part-II - Plywood
Part-III - Battens
- (23) I.S. No. 1328 – 1970. Veneer decorative plywood.
- (24) I.S. No. 710 – Marine Ply.
- (25) I.S. No. 3087 – 1965. Wood particle boards (Medium density)
- (26) I.S. No. 848 – 1974. Specification for synthetic resin adhesives for plywood (Phenolic & Aminoplastic)
- (27) I.S. No. 2046 – 1969. Specification for decorative laminate.
- (28) I.S. No. 8273 – 1976. Fibrous gypsum plaster boards.
- (29) I.S. No. 2095 – 1964. Gypsum plaster boards.
- (30) I.S. No. 2542 (Part-I) – 1978. Gypsum plaster concrete and products, methods of test for part-I plaster and concrete.
- (31) I.S. No. 8272 – 1976. Gypsum plaster for use in the manufacture of fibrous plaster boards.
- (32) I.S. No. 2441 – 1963. Fixing coiling coverings code of practice for.
- (33) I.S. No. 2835 – 1977. Specification for flat transparent sheet glass.
- (34) I.S. No. 2395 (Part-I) – 1966 2395 (Part-II) – 1967
Painting to concrete's, masonry, plaster surfaces code of practice for
part-I operation and workmanship Part-II schedule.
- (35) I.S. No. 3548 – 1966. Glazing in building code of practice for.

- (36) I.S. No. 6278 – 1971. White washing and colour washing, code for practice for.
- (37) I.S. No. 137 – 1965. Specification for ready mixed paint brushing, matt or egg shall flat finishing, interior to Indian standards colours as required.
- (38) I.S. No. 133 – 1975. Specification for ready mixed paint brushing, wooden coating, interior to Indian Standard colours.
- (39) I.S. No. 129 – 1950. Specification for enamel interior (a) under coating (b)finishing.
- (40) I.S. No. 120 – 1950. Specification for ready mixed paint brushing gray filler for enamel for use over primer.
- (41) I.S. No. 129 – 1950. Specification for ready mixed paint brushing, finishing, interior, oil gloss, for general purposes to Indian standard colours.
- (42) I.S. No. 533 – 1973. Specification for gum sprit of turpentine (oil of turpentine)
- (43) I.S. No. 101 – 1964. Methods of test for ready mixed paints and enamel.
- (44) I.S. No. 75 – 1973. Specification for linseed oil, and refined.
- (45) I.S. No. 77 – 1976. Specification for linseed oil, boiled for paint.
- (46) I.S. No. 124 (Part-I) – 1976. Specification for ready mixed paint brushing, finishing, semi glosses, for general purpose.
- (47) I.S. No. 5884 – Specification for woolen carpets.
- (48) I.S. No. 104 – 1979. Specification for ready mixed paint brushing, finishing, zinc chrome primer.
- (49) I.S. No. 5391 – 1969. Adjustable metal chairs for use of typist and operators in telephone exchanges.
- (50) I.S. No. 8756 – 1978. Ball Catches for use in wooden almirahs.
- (51) I.S. No. 3499 – 1976 (Part-II) chairs for office purposes metal revolving and tilt in.
- (52) I.S. No. 5416 – 1969. General purpose wooden chairs methods of test for.
- (53) I.S. No. 6185 – 1971. High chairs specification and safety requirements for.
- (54) I.S. No. 4116 – 1976. Joints used in wooden furniture code of practice for.
- (55) I.S. No. 3845 – 1966. Joints used in wooden furniture code of practice for.
- (56) I.S. No. 7070 – 1973. Shelving racks wooden (adjustable and nonadjustable type)
- (57) I.S. No. 4414 – 1977. Table tops (wooden).
- (58) I.S. No. 5967 – 1969. Tables, wooden, methods of test for.
- (59) I.S. No. 3564 – 1975. Door Closures (hydraulically regulated.)
- (60) I.S. No. 799 – 1979. Drawer locks, cupboards and box locks.
- (61) I.S. No. 7981 – (Part-I) – 1975. Glossary of terms relating to builders hardware Part-I locks.
- (62) I.S. No. 7981 – (Part-I) – 1975. Glossary of terms relating to builders hardware Part-I locks.

NB: - The various items to be used in the interior decoration work shall be of BRANDED manufactures of market leaders above clause is only for specifying ISI standards.

COEP

[Section III](#)

Bill of Quantities

Instructions:

Special Note: Bidders to strictly study understand and verify the tender drawings submitted with the bidding document. With the bid the bidders should give a undertaking that the system and mechanism mentioned and shown in the tender drawings are correct, adequate, structurally stable, operable and can be manufactured. Deviations, if any, should also be stated in the undertaking. (Special Note: Bidders should submit all SHOP DRAWINGS/ BROUCHERS/ CATALOGUES with the filled Bid Document). Bidders are also requested to visit the work site and inspect the furniture samples prepared (which are approved by the Client -

in terms of quality, finish, dimensions and position).

For all item mentioned below: Providing, Fabricating/ all types of Carpentry works, assembling (manual and on machine), installing, placing and fixing in position, aligning, finishing, cleaning, commissioning (checking for quality, workmanship and operations) and handing over the system/ product per Architects specifications and selection and performance standards committed in manufacturers design and technology documentation (submitted with the Bid Documents) and also including co-ordination with other contractors. Including, all leads and lifts and at any level in the Building(s)/ Block(s)/ Work(s). The entire work should be to the satisfaction of the Client.

RECOMMENDED MAKE:

PLYWOOD (COMMERCIAL): EURO/ GREENPLY/ CENTURY/ TRUWOOD

LAMINATE (1.0 MM THICK): MAKE - GREENLAM/ FORMICA/ MERINO

SPECIAL MENTION:

ALL SURFACES OTHER THAN LAMINATE (EXCEPT THE SURFACES TOUCHING THE MASONRY/ CONCRETE SURFACES) WILL BE PROTECTED/ PAINTED BY 2 - 3 COATS OF WOOD GUARD OF DULUX OR EQUIVALENT MAKE WITH PRIMER AS RECOMMENDED BY THE MANUFACTURER. AND THE SURFACE TOUCHING THE MASONRY/ CONCRETE SURFACES BLACK JAPAN PAINT WILL BE USED WITH A SURFACE COST OF WOOD GUARD.

METAL SECTIONS: CRCA GRADE OF MAKE TATA/ JINDAL

FOR ALL METAL WORKS THE TERMINATIONS WHICH ARE LEFT OPEN WILL BE CAPPED WITH RIGID PVC STOPPERS (ONLY INSERTED) AND TRANSPARENT IN COLOR.

ALL POWDER COATING WILL BE BLACK IN COLOR.

ADHESIVES : Fevicol *SH* , HINGES: S.S. with S.S. pin, Heavy Duty, STOPPERS FOR DOORS : S.S. matt finish – on approval – 6” & 8” size as, HANDLES FOR DOORS : S.S. matt finish – 6” Size on design approval (Kich or Equivalent), SCREWS : NETTLE FOLD *GKW*

Guarantee: The contractor shall be fully responsible for and shall guarantee proper design and performance of his installed system/ product/ piece of furniture for a period of 5 years from handing over (and which is accepted by the Architects for quality and the Client for the works upto their satisfaction) of the works. The design, workmanship and installation shall be to the best international standards and shall specially take account of nature of use (INSTITUTIONAL) and the like. In addition specific 5 years guarantee (to be furnished in non-judicial stamp paper of value Rs. 100/-) in approved Proforma shall be given for performance of roofing sheets, flashing etc. All the guarantees shall be submitted before Final payment and shall not in any way limit any other rights to correction which the Client may have under the Contract.

Item	Description of item	Qty	Unit	Rate/unit	Total in Rs.
------	---------------------	-----	------	-----------	--------------

No.					(Supply plus installation)
01	Table for Chemistry Lab Practical	16	No.		
02	Office/ Computer chairs for Computer, Civil, Instrumentation and Applied Mechanics Division, COE Pune	170	No.		
	(In words .)				
	Total in Rs. (inclusive of all taxes)				
	(In words)				

I/WE HAVE READ, UNDERSTOOD AND ACCEPT UNCONDITIONALLY ALL THE CONDITIONS OF CONTRACT, SPECIFICATIONS, BILL OF QUANTITIES, TENDER DRAWING AND ALL OTHER DOCUMENTS AND DETAILS MENTIONED IN SECTION I, II, III AND IV.

NAME OF THE CONTRACTOR SEAL

(AUTHORIZED SIGNATORY)

ADDRESS:

Section IV

Photographs and Drawings

Note: The following samples are available in HV Laboratory Electrical Deptt COEP

CHEMISTRY TABLES

Strictly as per the schematic drawing and specifications. Conceptually similar to the photograph attached.

Specifications :-

Frame :- 32 x 32 mm, Sq. pipe, gauge 16, CRC material, powder coating with 7 tank treatment. Fire resistant, Acid proof tiles at the top fitted on suitable base of Kadappa /Kota.

Bottle rack:- 18 x 18 mm sq. pipe, CRC material, gauge 18mm, rack platforms of 19 mm post form sides with 2 mm edge breeding, base material 19 mm MDF. At the back side of bottle

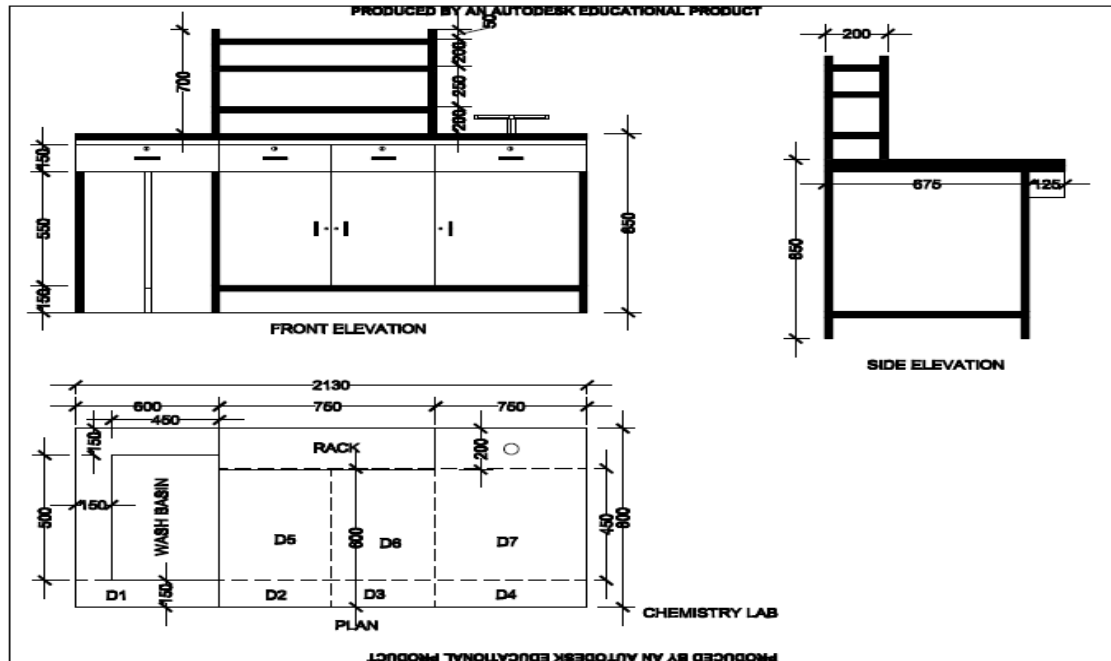
rack two rods of 6 mm dia be fixed in order to prevent free fall of the bottles, To be fixed 2" above the base & 10 mm distance between them.

Drawers & cupboard :-

D1 :- 6" Depth, 24" width D2 & D3 :- 6" Depth , 18" Width. D4 :- 6" Depth, 24" Width.

Cupboard:- front 19 mm with 1.25 mm formica lamination. Back & sides: 12 mm ply with 1.25 mm lamination of user selected formica. Base & shelf: 19 mm with both side painting. All inner sides which are not directly visible, be painted by oil paint of Asian / Nerolex make.

Standard Accessories of good quality, Aldrop, tower bolt, magnet holder good quality hinjes, etc.





[A]



[B]



[C]

OFFICE CHAIRS

Note: The following samples are available in Office of the BWC in Applied Mec. Deptt COEP

Specifications :-

- A) Revolving, Gas lift height adjustment.
- B) Five leg fiber molded stand with castors.
- C) Push back mechanism.
- D) High density polyurethane foam cushion seat.
- E) Fiber molded back.
- F) Arms made up of steel plated pipe frame.

COEP