

TenderDocument
for
Selection of Contractor
For
Repair, Maintenance, Furniture,Conference Room and Other Works
at
Uttarakhand Housing & Urban Development Authority
20,September, 2023
Tender fees: Rs. 1,000+ 18% GST

Uttarakhand Housing & Urban Development Authority
Rajiv Gandhi Multipurpose Complex, Dispensary Road, Dehradun
Dehradun, Uttarakhand
www.uhuda.org.in

Last date 11 October, 2023 of submission of Bid: by or before 3:00 PM

Date 12 October, 2023 of opening of Technical Bid: At 3: 00 PM

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To,
The Joint Chief Administrator,
Uttarakhand Housing & Urban Development Authority.
Rajiv Gandhi Multipurpose Complex, Dispensary Road, Dehradun
Dehradun, Uttarakhand

Ref: - _____

Date:

Sub: Works at Rajiv Gandhi Multipurpose Complex,Uttarakhand Housing & Urban Development Authority, Dehradun.

Sir,

Tender document in respect of the above mentioned works containing 26 pages

Please note that tender is to be delivered in the office of the Joint Chief Administrator Uttarakhand Housing and Urban Development Authority on 11 October, 2023 up to 3.00 P.M.

The Tender should be signed on each page, dated and witnessed in all places provided for in the Documents; all other papers should be initialled.

The tender should be accompanied by Earnest Money Deposit in the form of demand draft as mentioned in Appendix. Tenders without earnest money deposit shall be summarily rejected. The tenders will be opened at ***Uttarakhand Housing and Urban Development Authority***

The person, signing the tender on behalf of company/firm or on behalf of another person shall attach

with tender a certified copy of proper authority/power of attorney on a non-judicial stamp paper of requisite value duly executed in his favour by such person, company/firm and must state specifically that he has authority to sign such tenders for and on behalf of such person or company/firm as the case may be, and in all matters pertaining to the contract including arbitration clause.

This letter shall form part of the **"CONTRACT"** and must be signed and returned along with the tender documents.

Yours faithfully

Signature of the Contractor

Tender Notice for Repair, Maintenance, Furniture and Conference Room and other Works of Uttarakhand Housing and Urban Development Authority at Rajiv Gandhi Multipurpose Complex, Dispensary Road, Dehradun.

Ref: -

Sealed item rate tenders are hereby invited on behalf of UHUDA from Experienced Contractors for following:

1. Blank tender documents (non-transferable) for above work shall be issued from 20 September, 2023 on working days from the address given below on payment of required tender fee of Rs.1000+ 18% GST/- (non-refundable) in the form of DD/pay order/bankers cheque in favour of "Uttarakhand Housing and Urban Development Authority", payable at Dehradun. The intending tenderers can also download the complete tender document available on the web site www.uktender.gov.in and submit the same along with tender fee, requisite earnest money deposit and supporting documents by the due date.

3. Intending tenderers should have valid registration with GST/Service tax/Sales tax/Works Contract tax authorities.

4. The intending tenderers should have satisfactorily completed at least one similar nature work of 80% of the estimated cost put to tender or two similar nature works each of 60% of the estimated cost put to tender or three works each of 40% of the estimated cost put to tender during last five years. Similar nature work means building/ Structural Pre-fabrication works only.

5. The tender documents duly completed along with EMD in form of demand draft/pay order in favour of the "Uttarakhand Housing and Urban Development Authority" payable at Dehradun from any Nationalized Bank will be submitted at the office of the Chief Administrator Uttarakhand Housing and Urban Development Authority, Rajiv Gandhi Multipurpose Complex, Dispensary Road, Dehradun upto 3.00 P M on 11 October 2023 and technical bid of the parties shall be opened on 12 October 2023 at 3.00 PM. The tender without EMD shall be summarily rejected.

6. UHUDA reserves the right to reject any or all the tenders without assigning any reason thereof and also not bound to accept lowest tender. Tenders in whom any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.

7. Canvassing whether directly or indirectly in connection with tender is strictly prohibited and the tender submitted by the contractors who resort to canvassing will be liable to be rejected.

8. The technical bid submitted by the parties shall be opened on the next day i.e. on 12 October 2023 at 3.00 pm in the presence of tenderers who wish to be present. The price bids of technically qualified parties shall be opened at a later date and the technically qualified parties shall be informed in advance about the opening of their financial bid.

INSTRUCTIONS TO TENDERERS

1.0 GENERAL

Tenderers are advised to acquaint themselves fully with the description of work, scope of services, time schedule and terms and conditions including all the provisions of the tender document before framing up their tender.

2.0 SITE PARTICULARS

Tenderers are advised to inspect and examine the site located at the terrace of Rajiv Gandhi Multipurpose Complex and its surroundings and satisfy themselves before submitting their tenders as to nature of work, site conditions, means of access to the site etc.

Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the specifications. For site visit and any clarification / information/Assistance, the intending tenderers may contact UHUDA office.

3.0 SUBMISSION OF TENDER

a) The expression "Tender Notice" referred to in the Tender Documents shall be deemed to include any Notice / Letter Inviting Tender with respect to the work forming the subject matter of the documents and vice-versa.

b) The tender complete in all respects shall be submitted along with Earnest Money as stipulated in the Notice / Letter Inviting Tender ONLY. Tenders without Earnest Money Deposit will be out rightly rejected.

Tenders shall be submitted in two separate sealed envelopes Super scribing as following: -

ENVELOPE – I (TECHNICAL BID)

Name of work : Repair, Maintenance, Furniture and Conference Room and other Works of Rajiv Gandhi Multipurpose complex, Dispensary Road, Dehradun.

Due date & time of opening: 12 October,2023 at 3.00 PM

Addressed to: Joint Chief Administrator,
Uttarakhand Housing and Urban Development Authority,
Rajiv Gandhi Multipurpose Complex, Dehradun.

From:

Name & Address of the tenderer

This envelope-1 shall contain the following: -

1. EMD should be in the form of Demand Draft drawn on a scheduled/nationalized bank in favour of "Uttarakhand Housing and Urban Development" payable at Dehradun. Cheque will not be accepted.
2. Details of one work of 80% tender value or two works each 60% tender value or three works each of 40% of the estimated cost put to tender executed by the bidder during last five years, on the basis of which bidder wishes to get qualified and copies of supporting work orders and completion certificate should be enclosed.
3. Valid registration with GST for Work Contract Tax.
4. Partnership Deed in case of partnership firm and Articles of Association in case of limited Company.
5. Power of Attorney in favour of person who has signed the tender documents. In case of company, the authority to sign the tender is to be given under Board resolution.

6. Registration as an A list contractor with any Uttarakhand State Government/Semi Government or any Development Authorities.

ENVELOPE – II (FINANCIAL BID) Annexure-1

Name of work: Repair, Maintenance, Furniture and Conference Room and other Works,UHUDA office Dispensary Road, Dehradun.

Tender no. :

Due date & time of opening:

Addressed to: Joint Chief Administrator,
Uttarakhand Housing and Urban Development Authority,
Rajiv Gandhi Multipurpose Complex, Dehradun.

From: Name & address of the tenderer

NOTE: This part shall contain the Annexure 1 of the tender document. Total price to be charged by the tenderers for executing the work, complete in all respect. It is to be noted that the sealed envelope containing this part shall contain only **PRICES** and no conditions i.e. deviations /assumptions / stipulations /clarifications / comments / any other request whatsoever and the conditional offers will be rejected.

4.0 QUALIFYING CRITERIA

Tenderers having following valid documents will be technically qualified and considered for opening of their price bid. Technically qualified parties have no right to claim for award of the work. UHUDA reserves the right to cancel or award the work to any party/tenderers.

- i) Details of one work of 80% tender value or two works each 60% tender value or three worksearch of 40% of the estimated cost put to tender executed by the bidder during last five years.
- ii) Valid registration for GST Deptt. for Work Contract Tax/ etc. as per local state/central laws.
- iii) Registration as an A list contractor with any Uttarakhand State Government/Semi Government or any Development Authorities.

5. ABNORMAL RATES

The tenderer is expected to quote rate for each item after careful analysis of costs involved for the performance of the complete item considering technical specifications and conditions of contract.

This will avoid a loss of profit or gain in case of curtailment or change of specifications for any item. If it is noticed that the unit rates quoted by the Tenderer for any items are usually high or unusually low, it will be sufficient cause for rejection of the tender unless the UHUDA is convinced about the reasonableness of the unit rates on scrutiny of the analysis for such unit rate to be furnished by the tenderer on demand. Notwithstanding anything there in stated, the rates once accepted by the UHUDA shall be final and shall not be subject to any change either on account of unworkability of unit rates or on any other ground whatsoever.

6. DEVIATIONS TO TENDER CLAUSES

Tenderers are advised to submit the tender strictly based on the terms and conditions and specification contained in the Tender Documents and not to stipulate any deviations. Conditional tenders are liable to be rejected.

7. VALIDITY OF OFFER

Tender submitted by tenderers shall remain valid for acceptance for a minimum period of 60 days from the date of opening of the tenders. The tenderers shall not be entitled during the said period of

60 days, to revoke or cancel their Tender or to vary the Tender given or any term thereof, without the consent in writing of the Owner. In case of tenderers revoking or cancelling their tenders or varying any terms in regard thereof without the consent of owner in writing, Corporation shall forfeit Earnest money paid by them along with their tender without giving any notice.

8. AWARD OF WORK

UHUDA reserves the right to split the job into two or more parts and to award the work to separate agencies/contractors. Work shall be awarded to the lowest bidder, subject to the work experience and fulfilment of other terms & conditions and specifications.

9. ACCEPTANCE / REJECTION OF TENDER

- i). UHUDA does not bind itself to accept the lowest tender.
- ii). UHUDA also reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.
- iii). UHUDA also reserves the absolute right to reject any or all the tenders at any time solely based on the past unsatisfactory performance by the bidder(s).

10. CORRECTIONS

No corrections or overwriting will be entertained in schedule of rates by using correcting fluid. All correction in the schedule of rate should be initialled.

11. FIRM RATES

The rates quoted by bidder shall remain firm till completion of all works even during the extended period, if any, on any account what so ever. It may be noted that no deviation on this account will be acceptable and offer not containing firm price shall not be considered.

12. It will be obligatory on the part of the tenderer to sign the tender documents for all the components & parts. After the work is awarded, he will have to enter into an agreement on proforma to be provided by the UHUDA for work awarded, on a non-judicial stamp paper of requisite value at his own cost within ten days from date of receipt of acceptance order or before the work is undertaken.

13. Any addendum/ corrigendum issued shall form a part of the tender document. There will not be any press notification on amendment/ corrigendum. The purchasers of the tender document/ the prospective tenderers are required to visit UHUDA website and Procurement Portal for all such amendments/corrigenda as well as the tender document.

GENERAL CONDITIONS OF CONTRACT

1. Where the context so requires, words importing the singular only also include the plural and vice versa.

2. UHUDA shall mean 'Uttarakhand Housing and Urban Development Authority. "Rajiv Gandhi Multipurpose Complex, Dispensary Road, Dehradun, Uttarakhand-248001 and shall include their legal representatives, successors and permitted assigns.

3. Definition

a) The 'Contract' means and includes the documents forming the tender and acceptance thereof together with the documents referred to therein including the conditions, the specifications, designs, drawing and instructions issued from time to time by the 'Engineer-in-charge' the formal agreement executed between the UHUDA and the Contractor, and all these documents taken together shall be complementary to one another.

- b) The 'Site' shall mean the land and / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- c) The 'Contractor' shall mean the individual or firm or company, whether corporate or not, undertaking the works and shall include the legal personal representative or such individual or the persons composing such firm or company and the permitted assignee of such individual or firm or company.
- d) The 'Competent Authority' means the Chief Administrator and his successors.
- e) The Engineer-in-charge means the Technical Officer of the Corporation, as the case may be who shall supervise and be the In-charge of the works.
- f) 'IS Specification' means the Specification of latest edition with amendments, if any, up to time of receipt of tender by Corporation issued by the Bureau of Indian Standards as referred to in the specifications and / or work orders.
- g) The 'Contract Sum' means the sum agreed, or the sum calculated in accordance with the prices accepted by the UHUDA in the tender and / or the contract / negotiated rates payable on completion of the works.
- h) The 'Final Sum' means the amount payable under the Contract by the UHUDA to the Contractor for the full and entire execution and completion of works, in time.
- i) The 'Date of Completion' is the date / date(s) for completion of the whole works, set out in the tender documents, or any subsequently amended by the UHUDA.
- j) A 'Week' means seven days without regard to the number of hours worked or not worked in any day in a week.
- k) 'Excepted Risks' are risks due to riots (otherwise than among contractor's employees) and civil commotion (in so far as both these are uninsurable) war (whether declared or not), invasion act of foreign enemies, hostilities civil war, rebellion, revolution, insurrection military or usurped power, Acts of God, such as earthquake, lightening, unprecedented floods and other causes over which the contractor has no control and accepted as such by the Chief Competent Authority or causes solely due to use or occupation by the 'Corporation' of the part of works in respect of which a certificate of completion has been issued.
- l) 'Urgent works' shall mean any urgent measures which in the opinion of the Engineer-in-charge, become necessary during the progress of the work to obviate any risk or accident or failure or which become necessary for security.
- m) The 'Works' shall mean the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra or additional, altered or instituted works or temporary and urgent works as required for performance of the contract.

4. Works to be carried out:

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held, to include wastage on materials, carriage and cartage, carrying in return of empties hoisting, setting, fitting and fixing in position and all other labour necessary in and for the full and entire execution and completion as aforesaid in accordance with good practice and recognized principles.

5. Inspection of Site:

The Contractor shall inspect and examine the Site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the ground, the form and nature of the Site, the quantities and nature of works and material necessary for the completion of the Works and the means of access to the Site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or

affect this tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

6. Sufficiency of Tender:

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 quoted in the Schedule of Quantities, which rates and prices shall except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the Works.

7. Discrepancies and Adjustment of Errors:

The several documents forming the contract are to be taken as mutually explanatory of one another:

7.1(A) In the case of discrepancy between Schedules of quantities the Specifications and / or the Drawings, the following order of preference shall be observed.

- a) Description in Schedule of Quantities.
- b) Particular Specification and Special Conditions, if any.
- c) General Specifications.

7.1(B) If there are varying or conflicting provisions made in any one documents forming part of the Contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.

7.2 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the Contract.

7.3.1 Inconsistencies/ Ambiguities in the price bid (schedule of quantities) shall be dealt with in accordance with the following rules: -

- a) Since this is an Item Rate Tender, only rates quoted shall be considered. Any tender containing percentage below/ above the rates is liable to be rejected.
- b) Rates quoted by the tenderer in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the tenderer shall be taken as correct.
- c) Where the rates quoted by the tenderer in figures and words tally, but the amount is not worked out correctly, the rates quoted by the tenderer shall be taken as correct and not the amount.
- d) Where rate(s) of item(s) has been quoted in figures leaving the words blank or vice versa, but the amount is not worked out as per the rate(s) quoted, the rates quoted by the tenderer (either in figures or words) shall be taken as correct and not the amount.
- e) In the event no rate has been quoted for any item(s), leaving space both in figure(s), word(s) , and amount blank, it will be presumed that the contractor has included the cost of this/ these item(s) in other items and rate for such item(s) shall be considered as zero and work will be required to be executed accordingly.

8. Security Deposit:

Total security deposit shall be 10% of the accepted tender cost and shall be deposited/deducted by/from the contractor.

8.1 **Refund of Security deposit:** One half of the Security deposit refundable to the Contractor worked out on the basis of the value of work completed shall be refunded to the Contractor on the Engineer-In- Charge certifying in writing that the work has been completed satisfactorily subject to furnishing bank/ performance guarantee of equivalent amount.

8.2 On expiry of the Defects Liability Period Engineer-In-Charge shall, on demand from the Contractor, refund to him the remaining portion of the security deposit provided the Engineer-in-Charge is satisfied that there is no demand outstanding against the Contractor

8.3 No interest shall be payable to the contractor against the Security Deposit furnished / recovered from the contractor, by the UHUDA.

9. Deviations/Variations Extent & Pricing:

9.1 The Engineer-in-Charge shall have power (i) to make alteration in, omissions; from additions to, or substitutions for the original specification, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the Site or for any other reasons, and the Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing signed by The Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the contractor may be carried out on the same conditions in all respects including price on which he agreed to do the main work. Any alterations, omissions additions or substitutions ordered by the Engineer-In-Charge which in the opinion of the contractor changes the original nature of the Contract,

he shall carry it out and the rates for such additional, altered or substituted work shall be determined by the Engineer-in-Charge as per clause 10 (i) to (iii) of the tender document.

9.2.1 The time of completion of the works shall in the event of any deviations resulting in additional cost over the Contract Sum being ordered be extended as follows if requested by the Contractor.

a) In the proportion which the additional cost of the altered additional or substituted work, bears to the original Contract sum; plus.

b) 25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

10. Rates for Extra/Additional Items

i) If the rate for additional, altered or substituted item of work is specified in the Schedule of Quantities the Contractor shall carry out the additional, altered or substituted item at the same rate.

ii) If the rate for any altered, additional or substituted item of work is not specified in the schedule of Quantities the rate for that item shall be derived from the rate for the nearest similar item specified therein.

iii) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras (i) and (ii) above, the contractor shall within 7 days of the receipt of the order to carry out the said work, inform the Engineer-in-Charge under advice to the Accepting Authority of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-Charge shall, within One month thereafter, after give due consideration to the rate claimed by the Contractor determine the rate on the basis of market rate(s). In the event of the contractor failing to inform the Engineer-in-Charge within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer-in Charge on the basis of market rate(s) and shall be final.

11. Suspension of Works:

a) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the following reasons:

i) On account of any default on part of the Contractor; or

ii) For proper execution of the Works or part thereof for reasons other than the default of the Contractor; or

iii) For safety of the works or part thereof. The contractor shall, during such suspension,

properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

b) If the suspension is ordered for reasons (ii) and (iii) in sub-para (a) above. The Contractor shall be entitled to an extension of the time equal to the period of every such suspension plus 25%

12. Time and Extension for Delay:

The time allowed for execution of the works as specified in the Appendix or the extended time as approved by UHUDA in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the 7th day after the date on which the UHUDA issues written orders to commence the work or from the date of handing over of the site, whichever is earlier. If the Contractor commits default in commencing the execution of the work as aforesaid, UHUDA shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely.

12.1 As soon as possible after the Contract is concluded the Engineer-in-Charge and the Contractor shall agree upon a Time and Progress Chart. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract Documents.

12.2 If the work be delayed by

- (a) Force majeure or
- (b) Abnormally bad weather or
- (c) Serious loss or damage by fire, or
- (d) Civil commotion, local combination of workmen strike or lockout, affecting any of the trades employed on the work, or
- (e) Any other cause which, in the absolute discretion of the authority mentioned in Appendix is beyond the Contractor's control;

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the Works.

12.3 Request for extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also if practicable, indicate in such as request the period for which extension is desired.

12.4 If any such case the competent authority may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor by the Engineer-in-Charge and no compensation whatsoever for the extended period, if any shall be applicable/ payable.

13. The Contractor shall arrange, at his own expense, all tools, plant and equipment hereafter referred to as (T & P) labour, P.O.L. & electricity required for execution of the work.

14. FORCE MAJEURE

Any delays in or failure of the performance of either party herein shall not constitute default hereunder or give rise to any claim for damages, if any, to the extent such delays or failure of performance is caused by occurrences such as Act of god or the public enemy; expropriation or confiscation of facilities by Government authorities, or in compliance with any order or request of

any Governmental authorities or due acts of war, rebellion or sabotage or fires, floods, explosions, riots or illegal joint strikes of all the workers of all the contractors.

15. MATERIALS

1. All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall, if requested by the Engineer-in-Charge, furnish proof to the satisfaction of Engineer-in-Charge in this regard.

2. The contractor shall indemnify the UHUDA, its representatives or employees against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against the Corporation or any agent, servant or employee of the Corporation in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof.

3. All charges on account of GST, and other duties on material obtained for the Works from any source shall be borne by the Contractor.

4. The Engineer-in-Charge shall be entitled to have tests carried out as specified as per relevant standard code of practice for any materials supplied by the Contractor even for those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer-in-Charge may require for the purpose. The cost of materials consumed in tests shall be borne by the Contractor.

5. Stores and Materials required for the works, brought by the Contractor, shall be stored by the Contractor only at places approved by the Engineer-in-Charge. Storage and safe custody of material shall be the responsibility of the contractor.

i) UHUDA officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the Site or at factory or workshop or other place(s) where such materials are assembled, fabricated or at any place(s) where these are lying or from where these are being procured and the contractor shall give such facilities as may be required for such inspection and examination.

iii) All materials brought to the Site shall become and remain the property of the UHUDA and shall not be removed off the Site without the prior written approval of Engineer-in-Charge of the UHUDA. But whenever the works are finally completed the Contractor shall, at his own expense forthwith, but with the prior approval from the UHUDA, remove from the

Site all surplus materials originally supplied by him and upon such removal the same shall revert in and become the property of the contractor. However before given any approval as aforesaid the corporation shall be entitled to recover or adjust any amount given as advance to the Contractor.

16. Labour laws and payment of wages to be complied:

The contractor shall comply the labour laws in force. No labour below the age of eighteen years shall be employed on the works. The tenderer should make their own arrangement for the assign of all labour trained in the particular field of work preferably local.

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970 and the Contract Labour (R&A) Central Rules, 1971, before the commencement of the work, and continue to have a valid license till completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall comply with the provisions of the Payments of wages act, 1936, Minimum wages Act, 1948, Employment liability Act, 1938, Workmen's compensation act 1923, Industrial dispute Act, 1947, the factories act 1948, mate benefit act 1961 and any statutory amendments or re-amendments thereof for the time being in force.

In respect of all laborers directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall his own expense arrange the safety provision as per safety code framed from time to time by statutory authorities and shall his own expense provide for all facilities in connection therewith. In case, the contractor fails to make arrangement and provide necessary facilities as aforesaid he shall be responsible for any compensation for each default and in addition the Engineer-In-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

The contractor shall be fully liable for compliance of EPF or ESI of the labours/workmen deployed by them for carrying out the work as per prevailing Central or State government norms and the UHUDA has nothing to do with the same. UHUDA shall not be responsible for any liability/claims whatsoever in this regard. Further as and when demanded by the UHUDA, the contractor shall submit the proof of deductions/ deposits of such liabilities of their labours/ workmen engaged in the work to the UHUDA. In case of default, the UHUDA may deduct the payments against these liabilities from the bills of the contractor or may stop the payment of the bill till such time until the compliance is proved by the contractor.

17. Liquidated Damages for Delay

17.1 Time is essence of the contract. In case the CONTRACTOR fails to complete the whole work within the stipulated period, and clear the site, he shall be liable to pay liquidated damages @ 0.5% (One Half of one percent only) of the value of contract per week and or part thereof of the delay subject to a maximum of 10% (ten percent only) of the value of the contract. The parties agree that this is a genuine pre-estimate loss / damage which will be suffered on account of delay on the part of the Contractor and the said amount will be payable on demand without there being any proof of the actual loss of damages caused by such delay.

17.2 The amount of Compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Corporation.

18. Defects Liability Period:

The Contractor shall be responsible to make good and remedy at his own expense within defect liability period of one year from the date of completion of the work in all respect.

19. Contractor's Liability and Insurance

From commencement of the issue of completion certificate of the works, the Contractor shall take full responsibility, care of and precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that, at completion, the works shall be in good order and conditions and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.

19.1. In the event of any loss or damage to the Works or any part thereof or to any material or articles at the Site from any of the Excepted Risks the following provisions shall have effect:

a. The Contractor shall, as may be directed in writing by the Engineer-in-Charge, remove from the site any debris and so much of the works as shall have been damaged.

b. The Contractor shall, as may be directed in writing by the Engineer-in-Charge, proceed with the completion of the works under and in accordance with the provisions and Conditions of the Contract.

19.2 Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to

perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

19.3. All statutory deductions as applicable like TDS & GST shall be made from the due payment of the contractor.

19.4 No claim for interest will be entertained by the corporation in respect of any balance payments or any deposits which may be held up with the corporation due to any dispute between the corporation and contractor or in respect of any delay on the part of the corporation in making final payment or otherwise.

19.5 The contractor shall ensure that no materials/wastes/plant, equipment's etc. are dumped at the site. In case any of the above items are dumped the contractor shall clear the same from the site by or before completion of the work at his own cost or otherwise UHUDA will carry out the work at the contractor's risk and cost after 7 days' notice.

19.10 The contractor will have to make their own arrangement for facilitating movement of labour to work site and back. Facilities are to be provided to labourers as per statutory provision and the same shall not entail or attract any extra cost to UHUDA.

20. Safety Code:

20.1 The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid the Engineer in-Charge shall be entitled to do so and recover cost thereof from the Contractor.

20.2 The contractor shall provide and maintain at his own expenses guards, fencing and matching when and where necessary or required by the Engineer-in-Charge for the protection of the works or for the safety and convenience of those employed on the works or the public.

20.3 The UHUDA shall not be liable for any accident, injury or for any other mishap caused to him/them/their employees/agents and labour employed by the contractor and for any kind of damage during the execution of the contract or work done. For any kind of such injury or loss caused to any person/persons mentioned herein above, the contractor shall be exclusively liable.

21. Termination of Contract

21.1 If the Contractor:

- a. At any time makes defaults in proceeding with the Works with due negligence and continues to do so even after a notice in writing of 7 days from the Engineer-in-Charge; or
- b. Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
- c. Fails to complete the works or items of work on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; or
- d. Obtains a Contract with the Corporation as a result of ring tendering or other non-bonafide methods of competitive tendering; or

21.2 The Competent Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the UHUDA by written notice cancel the contract as a whole or in part as it may deem appropriate.

21.3 The Competent Authority shall on such cancellation, be entitled to:

- a. Take possession of the site and any materials, construction plant, implements, stores, etc., thereon; and/or
- b. Carry out the incomplete work by any means at the risk and cost of the Contractor.

21.4 On cancellation of the Contract, in full or in part, the Accepting Authority shall determine the quantum of amount, if any, recoverable from the Contractor for completion of Works or part of the

works or in case the works or part of the works is not completed, the loss or damage suffered by the UHUDA.

In determining the amount credit shall be given to the Contractor for the value of the work, if any, executed by him up to the time of cancellation, the value of contractors material taken over and incorporated in the work and use of tackle and machinery belonging to the Contractor.

21.5 Any excess expenditure incurred or to be incurred by the UHUDA in completing the Works or part of the Works or the excess loss or damages suffered or may be suffered by the UHUDA as aforesaid after allowing such credit shall be recovered from any money due to the Contractor or any account, and if such money is not sufficient the Contractor shall be called upon in writing to pay the same within 30 days.

21.6 If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.

21.7 Any sums in excess of the amounts due to the UHUDA on unsold materials, constructional plant, etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of the completion by the UHUDA of the works or part of the works is less than the amount which the Contractor would have been paid had he completed the works on part of the works such benefit shall not accrue to the Contractor.

22. Liability for Damage, Defects or Imperfections and Rectification thereof:

22.1 If the Contractor or his workmen or employees shall injure or destroy any part of the building in which they may be working or any building, road, fence etc, continuous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Engineer-in-Charge or his Representative at any time during construction or re-construction or prior to the expiration of Defects Liability Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer in-Charge, forthwith rectify or remove and re-instruct the work so specified in whole or in part, as the case may require or as the case may be, and/or remove the materials or articles at his own expense,

Notwithstanding that same may have been inadvertently passed, certified and paid for and in the event of his notice aforesaid, the Engineer-in-Charge may rectify or remove and re-execute the work and/or remove and replace with others the materials or articles complained of as the case may be, by other means at the risk and expense of the Contractor.

22.2 In case of repairs and maintenance works, splashes and dropping from white washing, painting, etc. shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual rooms, quarters or premises, etc. where the work is done, without waiting for completion of all other items of work in the contract. In case the Contractor fails to comply with the requirements of this condition, the Engineer-in-Charge shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Engineer-in-Charge shall give three days notice in writing to the Contractor.

23. Urgent Works:

If any Urgent work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary and Contractor is unable or unwilling at once to carry it out, the Engineer-in-Charge may by his own or other workpeople carry it out, as he may consider necessary. If

theurgent work shall be such as the Contractor is liable under the contract to carry out at his expensesincurred on it by the UHUDA shall be recoverable from the Contractor and be adjusted or set offagainst any sum payable to him.

24. PAYMENTS& DELIVERABLES:

24.1 Payment shall be released as per the quantum of work executed in accordance to the instruction and drawings issued to the contractor. Any work executed by the contractor in violation to the tender specifications, drawings and direction of Engineer in charge shall constitute breach of agreement and shall not qualify for the measurement. The measurement shall be jointly recorded by the contractor and representative of UHUDA.

S.No.	Deliverables	Days	Items
1	On Start of Work	T+7 days	Procurement of all materials
2	On 50% completion of physical work at site	T+30 days	All Structural Steel related works. All roofing, walls, door & window frames, electrical wiring, plumbing etc.
3	On 100% completion of physical work at site	T+61 days	Handing Over and Completion certificate

Note: T is the date of signing of contract.

24.2 No escalation will be paid even in extended period, if any.

24.3 All statutory deductions as applicable like TDS, GST etc. shall be made from the due payment of the contractor.

25. MOBILISATION ADVANCE:

No mobilization advance whatsoever shall be paid for carrying out this work.

26. ARBITRATION

In the case of dispute arising between the UHUDA and the Contractor, which has not been settled amicably, any party can refer the dispute for arbitration under the Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

The expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

APPENDIX

Competent Authority	UHUDA or his Authorized executives
1. Earnest money/Security deposit	
a) Estimated cost of the Works	Rs. 21.44 Lacs
b) Earnest money	Rs 43,000/- in the form of DD /Pay order in favour of "UHUDA.", payable at Dehradun
c) Security Deposit	10%
2. Time allowed for execution of work	2 months
3. Authority competent to decide if "any other cause" of delay is beyond contractors control	UHUDA or his authorised representative
4. Liquidated Damaged subject to a	0.1% (one half of onepercent) per week Maximum 10% value of the contract.
5. Defect Liability Period	12 months from the date of Completion of work in all respect.

Annexure-1

Schedule of quantity for Repair, Maintenance, Furniture and Conference Room and other Works

UHUDA Conference Room, Rooms Partition, Waiting Room, Furniture and Other office works						
S.No	DSR 2018-19	Item Name	Unit	Quantity	Rate	Amount
1	15.23.2	Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 metres lead.	sqm	11	₹ 85.70	₹ 942.70
2	15.2	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge				
	15.2.1	Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	cum	20	₹ 1,737.45	₹ 34,749.00
3	15.3	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer - in - charge	cum	1	₹ 2,534.70	₹ 2,534.70
4	26.42	Providing and fixing of external wall system on Light gauge steel frame work with outer face cement boards as per standard sizes fixed with self- drilling / tapping screws / fasteners @ 60cm c/c of approved make. A groove of 2 mm to 3mm shall be maintained and grooves shall be sealed with silicon based sealant. The board shall be fixed in a staggered pattern. Screws shall be of counter sunk rib head of 1.60mm to 4 mm thick or 8 to 10 gauge of length varying from 25 to 45 mm and. Internal face 12.5 mm thick gypsum plaster board fixed on cement board as per standard sizes fixed with selfdrilling / tapping screws / fasteners @ 60cm c/c of approved make, proper tapping and jointing to be done using fiber mesh tape and epoxy and acrylic based jointing	sqm	30.00	₹ 3,418.95	₹ 1,02,568.50

		compound for seamless finish.(cost of frame work to be paid for separately)				
	26.42.1	Outer face: Outer face having 6mm thick fiber cement board fixed on 9mm thick fiber cement board, Type A, as per IS:14862:2000 (high pressure steam cured) InnerFace :- 12.5 mm thick gypsum plaster board conforming to IS 2095:2011 fixed on 8 mm thick fibre cement board confirming to IS:14862:2000 of type B (High pressure steam cured)				
5	13.48	Finishing with Deluxe Multi surface paint system for interiors and exteriors using Primer as per manufacturers specifications :	sqm	300.00	₹ 142.20	₹ 42,660.00
	13.48.1	Two or more coats applied on walls @ 1.25 ltr/10 sqm over and including one coat of Special primer applied @ 0.75 ltr /10 sqm				
6	1392	Mirror of superior make glass 60x45 cm	each	4	₹ 400.00	₹ 1,600.00
7	21.1	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing,	kg	50.00	₹ 456.30	₹ 22,815.00

		paneling and dash fasteners to be paid for separately) :				
	21.1.1	For fixed portion Powder coated aluminium (minimum thickness of powder coating 50 micron)				
8	21.1.2	For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately) Powder coated aluminium (minimum thickness of powder coating 50 micron)	kg	30.00	₹ 564.80	₹ 16,944.00

9	21.4	Providing and fixing double action hydraulic floor spring of approved brand and manufacture conforming to IS : 6315, having brand logo embossed on the body / plate with double spring mechanism and door weight upto 125 kg, for doors, including cost of cutting floors, embedding in floors as required and making good the same matching to the existing floor finishing and cover plates with brass pivot and single piece M.S. sheet outer box with slide plate etc. complete as per the direction of Engineer-in-charge	each	6.00	₹ 2,412.50	₹ 14,475.00
	21.4.1	With stainless steel cover plate minimum 1.25 mm thickness				
10	21.12	Providing and fixing aluminium tubular handle bar 32 mm outer dia, 3.0 mm thick & 2100 mm long with SS screws etc .complete as per direction of Engineer-in-Charge	each	6.00	₹ 562.60	₹ 3,375.60
	21.12.2	Powder coated minimum thickness 50 micron aluminium tubular handle bar				
11	21.2	Providing and fixing 12 mm thick pre-laminated particle board flat pressed three layer or graded wood particle board conforming to IS: 12823 Grade I Type II, in panelling fixed in aluminum doors, windows shutters and partition frames with C.P. brass / stainless steel screws etc. complete as per architectural drawings and directions of engineerin-charge.	sqm	5.00	₹ 1,046.90	₹ 5,234.50
	21.2.2	Pre-laminated particle board with decorative lamination on both sides				
12	9.7.7	Float glass panes	sqm	8.00	₹	₹ 15,176.80

	9.7.7.1	4 mm thick glass pane (weight not less than 10kg/sqm).			1,897.10	
13	11.41	Providing and laying Vitrified tiles in floor in 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, laid on 20 mm thick cement mortar 1:4 (1 cement:4 coarse sand) jointing with grey cement slurry @3.3 kg/sqm including grouting the joints with white cement and matching pigments etc. The tiles must be cut with the zero chipping diamond cutter only . Laying of tiles will be done with the notch trowel, plier, wedge, clips of required thickness, leveling system and rubber mallet for placing the tiles gently and easily.	sqm	35	₹ 1,500.55	₹ 52,519.25
	11.41.2	Glazed vitrified floor tiles polished finish of size				
	11.41.2.1	Size of Tile 600 x 600 mm				
14	12.45	Providing and fixing false ceiling at all height including providing and fixing of frame work made of special sections, power pressed from M.S. sheets and galvanized with zinc coating of 120 gms/sqm (both side inclusive) as per IS : 277 and consisting of angle cleats of size 25 mm wide x 1.6 mm thick with flanges of 27 mm and 37mm, at 1200 mm centre to centre, one flange fixed to the ceiling with dash fastener 12.5 mm dia x 50mm long with 6mm dia bolts, other flange of cleat fixed to the angle hangers of 25x10x0.50 mm of required length with nuts & bolts of required size and other end of angle hanger fixed with intermediate G.I. channels	sqm	70	₹ 1,286.20	₹ 90,034.00

		<p>45x15x0.9 mm running at the spacing of 1200 mm centre to centre, to which the ceiling section 0.5 mm thick bottom wedge of 80 mm with tapered flanges of 26 mm each having lips of 10.5 mm, at 450 mm centre to centre, shall be fixed in a direction perpendicular to G.I. intermediate channel with connecting clips made out of 2.64 mm dia x 230 mm long G.I. wire at every junction, including fixing perimeter channels 0.5 mm thick 27 mm high having flanges of 20 mm and 30 mm long, the perimeter of ceiling fixed to wall/partition with the help of rawl plugs at 450 mm centre, with 25mm long dry wall screws @ 230 mm interval, including fixing of gypsum board to ceiling section and perimeter channel with the help of dry wall screws of size 3.5 x 25 mm at 230 mm c/c, including jointing and finishing to a flush finish of tapered and square edges of the board with recommended jointing compound , jointing tapes , finishing with jointing compound in 3 layers covering upto 150 mm on both sides of joint and two coats of primer suitable for board, all as per manufacturer's specification and also including the cost of making openings for light fittings, grills, diffusers, cutouts made with frame of perimeter channels suitably fixed, all complete as per drawings, specification and direction of the Engineer in Charge but excluding the cost of painting with :</p>				
	12.45.3	12.5 mm thick tapered edge gypsum moisture resistant board				

15	5.1	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level	cum	2	₹ 7,296.35	₹ 14,592.70
	5.1.3	1:2:4 (1 cement : 2 coarse sand (zone-III) derived from natural sources : 4 graded stone aggregate 20 mm nominal size derived from natural sources)				
16	14.1	Repairs to plaster of thickness 12 mm to 20 mm in patches of area 2.5 sq. meters and under, including cutting the patch in proper shape, raking out joints and preparing and plastering the surface of the walls complete, including disposal of rubbish to the dumping ground within 50 metres lead : 14.1.2 With cement mortar 1:4 (1cement: 4 coarse sand)	Sqm	100	₹ 429.60	₹ 42,960.00
17	13.80	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.	sqm	60	₹ 115.15	₹ 6,909.00
18	MR	PVC Wall Pannelling of Conference Room	sqm	50.00	₹ 450.00	₹ 22,500.00
19	MR	Steel Cotted Rods with Roller Blinds for windows in Conference Rooms	sqm	20	₹ 3,500.00	₹ 70,000.00
20	MR	Sitting Single Table Bench with Rack Mounted Cabinet in Office Room (1.2 mt by 4.8 mtr)	each	8	₹ 15,000.00	₹ 1,20,000.00
	MR	Revolving Chair High Black	each	1	₹ 19,824.00	₹ 19,824.00
	MR	Revolving Chair Medium	each	14	₹ 15,104.00	₹ 2,11,456.00
	MR	Fixed Chairs	each	20	₹ 8,024.00	₹ 1,60,480.00
	MR	Sofa Set Covered 5 seaterCushinoed, 3+1+1	each	1	₹ 74,930.00	₹ 74,930.00
	MR	Centre Table 4X2 Deluxe	each	1	₹ 10,620.00	₹ 10,620.00
21	MR	Horticulture works and other Decorative Works in Waiting				

		Room as required				
	1	Indoor Decorative Plants	each	12	₹ 4,000.00	₹ 48,000.00
	2	Wall Panelling with approved desing and make and Led Lighting with all Fixtures	sqmt	80	₹ 1,200.00	₹ 96,000.00
	3	Decorative False Ceiling with approved design and make	sqmt	45	₹ 1,600.00	₹ 72,000.00
23	1.8	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed steel conduit, with piano type switch, phenolic laminated sheet, suitable size MS box and earthing the point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable etc. as required.				
	1.8.3	Group C	Point	400	₹ 966.00	₹ 3,86,400.00
24	1.23	Supplying and fixing following piano type switch/ socket on the existing switch box/ cover including connections etc. as required.				
	1.23.5	6 pin 15/16 A socket outlet	each	150	₹ 128.00	₹ 19,200.00
25	1.24	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.				
	1.24.5	6 pin 15/16 A socket outlet	each	150	₹ 175.00	₹ 26,250.00
26	1.29	Supplying and fixing metal box of 150mm X 75mm X 60mm deep (nominal size) on surface or in recess with suitable size of phenolic laminated sheet cover in front including providing and fixing 3 pin 5/6 A socket outlet and 5/6 A piano type switch, connections, painting etc. as required	each	150	₹ 285.00	₹ 42,750.00
27	M.R	Switches and other accessories	No	400	₹ 150.00	₹ 60,000.00
28	M.R	Exhaust Fan	Each	6	₹ 1,200.00	₹ 7,200.00

29	M.R	LED Ceiling Panel Lights 36 W or as requirement	Each	25	₹ 3,200.00	₹ 80,000.00
30	7.2	Laying of one number additional PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size direct in ground in the same trench in one tier horizontal formation including excavation, sand cushioning, protective covering and refilling the trench etc as required				
	7.2.4	Above 185 sq. mm and upto 400 sq. mm	Metre	500	₹ 294.00	₹ 1,47,000.00
		Grand Total in Rs.				₹ 21,44,701

Total amount in words: Rupees ----- only.