

Tender documents for the False Ceiling

For

RAS OFFICERS' CLUB PROJECT

At

Plot No. 2, Institutional Area, Near Dainik Bhaskar Office,

Gopalpura Bypass, JAIPUR

Date and Time of submission of Tender at

Directorate of Local Bodies, 22 Godown,

Near Civil Lines Railway Crossing, Jaipur : 24th July, 2018 before 1.00 pm

Opening of Technical Bid : 25th July, 2018 at 12.00 pm onwards

Opening of Financial Bids & Presentation : 25th July, 2018 at 1.15 pm onwards
(At DLB, Jaipur)

Time of Completion of Work : 12 Months

Following documents are enclosed with FALSE CEILING contract:

- 1. Project Detail – Annexure 1**
- 2. General Conditions – Annexure 2**
- 3. Other Information – Annexure 3**
- 4. Brief Terms & Conditions – Annexure 4**
- 5. Appendix – Annexure 5**
- 6. Approved Makes – Annexure 6**
- 7. B.O.Q (Bill of Quantity) – Annexure 7**
- 8. Drawings – Annexure 8**

PROJECT DETAILS

Supply and fixing Contract for complete FALSE CEILING works of the proposed RAS Officers' Institute (Club House) building at Plot No. 2, Institutional Area, Near Dainik Bhaskar, Jaipur.

RAJASTHAN PRASHASHNIK SEVA PARISHAD, a registered society having a land measuring around 3270 Sq.mt at Plot No.2, Institutional Area, near DAINIK BHASKAR is developing a **RAS OFFICERS' INSTITUTE (CLUB HOUSE)** building through **RAS Officers' Institute** (a registered society formed for the purpose of building and running this club house) who will act as the employer for the Project.

This **CLUB HOUSE** building comprising of 2 Basement floors and 6 over ground floors (with the total built up area of approx. 1,20,000 Sqft.) is supposed to house a number of facilities. It will be developed as a green complex with greenery around. The facilities include proper parking space at 2 basement and ground levels, coffee shop, indoor sports areas, outdoor sports areas, swimming pool, banquet hall, conference halls, guest rooms, restaurant, bar, roof top structures, Gym, Health Club etc.

GENERAL CONDITIONS

In constructing these conditions and the interpretations, specifications, schedule of quantities and contract of agreement, etc. the following work shall have the meaning herein assigned to them except where the subject or context is otherwise required.

- (A) **“False Ceiling Contractor”** shall mean to whom the contract is awarded and shall include his / their legal representative (s), Assignees(s), or successor(s).
- (B) ‘Site’ shall mean the site of the contract work including any building and creations there on as aforesaid allotted by the “RASO’I / PMC / Architect” for the False Ceiling Contractor’s use.
- (C) ‘Notice in Writing or Written Notice shall mean a notice in written, typed or printed characters, sent (unless delivered personally or otherwise proved to have been received including electronic communication) by the registered post to the last known private or business address and of registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.
- (D) ‘Act of Insolvency’ shall mean any act of insolvency as defined and laid down by the prevalent laws of the land.

1 “False Ceiling Contractor” to Provide Everything Necessary

- (i) The “False Ceiling Contractor” shall provide everything necessary for the proper execution of the works including tools and plants according to the intent and the meaning of the drawings, schedule of quantities and specifications taken together (as amended from time to time), whether the same may or may not be particularly shown or described therein, provided that the same can reasonably be inferred there from, and if the “False Ceiling Contractor” finds any discrepancy in the drawings or between the drawings, schedule of quantities, and specifications, he shall immediately and in writing refer the same to the “RASO’I / PMC / Architect”. Final decision would be considered as per RASO’I decision. Figures, dimensions shall be followed in preference to scale and the following order of precedence will be followed:
 - (A) Schedule of items/ works & quantities.
 - (B) Particulars of specification.
- (i) The “False Ceiling Contractor” shall supply, fix and maintain at his cost during the executions of any works, all the necessary scaffolding, staging, watching, lighting by night as well as by day, etc. required not only for proper execution and protection of the public and the safety of any adjacent road, street cellars, vaults, ovens, pavements, walls, house, buildings, and all other erections, matters or things and the “False Ceiling Contractor” shall take down and remove any or all such scaffoldings, staging, etc., as occasion shall require or when ordered to do so and shall fully reinstate and make good all matters and things disturbed during the execution of work, to the satisfaction of the Architect / PMC and finally the “Employer”.
- (i) All the tools, tackles and testing equipment’s required to complete the work execution and testing will be in part of False Ceiling Contractor.

2. Eligibility Criteria: False Ceiling Contractor who fulfills the following requirements shall be eligible to apply.

Joint Ventures are not accepted.

Should have more than 5 years’ experience of FALSE CEILING field and satisfactorily completed at least 3 Projects of quarter the area which are running in present. (RAS club area is approx. 120000 Sq.ft) or one project of similar area and cost during the last three years which is well-maintained & looking in present, ending the last day of the month March 2018.

Similar nature of work means the Complete False Ceiling Job of more than or equal to four storied building or a building having minimum height 15 meters with superior specifications.

3 False Ceiling Contractor's Superintendence and Representative on the Works –

The "False Ceiling Contractor" shall have necessary personal experienced supervisor / engineer during the execution of the works, and as long thereafter as "RASO'I / PMC / Architect" or his representative may consider necessary until expiry of the 'Defects Liability Period' stated in the appendix which is annexed here to as **Annexure-4** of the agreement. The "False Ceiling Contractor" shall also, during the whole time that works are in progress, employ an authorized representative (who can also be the same person as the project Manager) who shall be constantly in attendance at the building while the men are at work. Any directions, explanations, instructions or notices given by the "RASO'I / PMC / Architect" or his authorized representative to such authorized representative shall be held to be given to the "False Ceiling Contractor".

4 Assignment and Subletting

The whole of the work included in the contract shall be executed by the "False Ceiling Contractor" and any part or share thereof or interest thereon without written permission of the "RASO'I / PMC" shall not be assigned or sublet.

5 Dismissal of Workman -

The "False Ceiling Contractor" shall on the request of the "RASO'I / PMC / Architect" or his representative immediately dismiss from the works any person employed thereon by him who may in the opinion of the "RASO'I / PMC", be incompetent or misconducts himself, and such person shall not be again employed on the works without the permission of the "RASO'I / PMC / Architect".

6 Variation not to Vitiate Contract & Ascertainment of price for extras etc.

The "RASO'I / PMC / Architect" will have power to make any alteration & omission from / addition to or substitution from the original specifications, drawings, and instructions, that may appear to him to be necessary during the progress of the work, and the "False Ceiling Contractor" shall carry out the work in accordance with any instruction which may be given to him in writing signed by the PMC/Architect, and such alternations, omissions, additions or substitutions shall not vitiate the contract and any altered, additional or substituted work, which the "False Ceiling Contractor" may be directed to do in the manner specified above as part of the work to be carried out by the " False Ceiling Contractor" on the same conditions in all respect on which he agrees to do the main work . In such an event, the time for the completion of the work may be extended in the proportion that the altered, additional or substituted work bears to the original contract work (only in case the changes are of a substantial nature).

The rates for such additional altered or substituted work under this clause shall be worked out in accordance with the following provisions respective by –

- (i) If the rates for the additional, altered or substituted work are specified in the contract for the work, the "False Ceiling Contractor" is bound to carry out the altered, additional or substituted work at the same rates as are specified in the contract for the work.
- (ii) If the rates for the additional, altered, or substituted work are not specially provided in the contract for the work, the rates will be derived from the rates for similar class of work as are specified in the contract for the work.
- (iii) If the altered, additional or substituted work includes any work for which rates cannot be derived from the similar class of work, in the contract, then such work shall be carried out at the rates as per RASO'I/PMC keeping in view the prevailing rates, mutually agreed based on the rate analysis including overheads and profit of the "False Ceiling Contractor"

7 Measurement of Works-

Measurements shall be taken in accordance with the standard method of mode of measurement of False Ceiling works as per govt. BSR or Specification mentioned in BOQ. The "False Ceiling Contractor" or his agent may at the time of taking measurement take such notes and measurement as he may require. All authorized extra works, omissions, and other items if subsequently authorized by the "RASO'I / PMC / Architect" or his authorized representative in writing shall be included in such measurement.

The "False Ceiling Contractor" shall submit running bills supported by details and after the completion of the work to the satisfaction of the "RASO'I / PMC / Architect" the "False Ceiling Contractor" shall forward the final bill in the same manner as explained above. No. claim shall be entertained in respect of work after submission of final bill by the "False Ceiling Contractor".

8 TESTS

After completion of the works and before first delivery is taken, a full test will be carried out of the work for a period of sufficient duration to determine the satisfactory working thereof. During this period the work will be inspected by "RASO'I / PMC / Architect" and the False Ceiling Contractor shall make well, to the satisfaction of the "RASO'I / PMC / Architect", any defects which may arise.

The False Ceiling Contractor shall provide all instruments and equipment required for testing, completion and any other relevant requirement.

9 Notice to Be Given Before Work Is Covered Up-

The "False Ceiling Contractor" shall give not less than seven days' notice in writing to the Architect/ PMC Engineer in charge or his subordinates in-charge of the work before covering up or otherwise placing beyond the reach of measurement, any work that the same may be measured, and correct dimension there be recorded before the same is so covered up or placed beyond the reach. Architect or PMC Engineer in-charge shall within the aforesaid period of seven days inspect the work, and if any work is covered up or placed beyond the reach of measurement, or without such notice having been given or PMC's consent not obtained, the same shall be uncovered at the "False Ceiling Contractor's" expense or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

10 Defects after Completion

Any defects, in the line & level of the false ceiling, veneer polish, paint, use of under gauge or standard approved material which may appear within the 'Defect Liability Period', arising in the opinion of the "RASO'I / PMC's engineer / Architect" of the materials or workmanship or specifications, drawings, and directions in the writing of the "RASO'I / Architect / PMC's shall within such reasonable time as specified in writing be rectified, amended and made good by the "False Ceiling Contractor" at his own cost. The "RASO'I / PMC's" engineer shall decide whether the "False Ceiling Contractor" ought to be paid for such amending and in case of default the "RASO'I / PMC" may employ and pay other persons to amend and make good such defects, in the line & level of the false ceiling, veneer polish, paint, use of under gauge or standard approved material or other faults, and all damages, loss and expenses consequent thereon and incidental thereto shall make good and borne by the "False Ceiling Contractor" and such damages, loss and expenses shall be recoverable from him by the "RASO'I / PMC". This may be deducted by the "RASO'I / PMC" on PMC/Architect's certificate in writing, from any money due or that may become due to him (False Ceiling Contractor).

11 Certificate of Virtual Completion-

The work shall not be considered as complete until the PMC Engineer/ Architect have certified in writing that the works have been virtually completed and the defects liability period shall commence from the date

of such certificate. Such certificates of virtual completion shall not be issued until the "False Ceiling Contractor" shall have cleared the site to the satisfaction of the "RASO'I / PMC / Architect".

False Ceiling Contractor has to complete all the civil related repair works at his own cost during the execution of his scope of work. Material required for civil repair works will be provided by RASO'I.

12 **Date of Commencement and Completion**

The "False Ceiling Contractor" shall be allowed admittance to the site in the 'Date of Commencement' stated in the Work Order, and he shall here upon and forth with begin the work and shall regularly proceed with and complete the same on or before the 'Date of completion' stated in the appendix subject nevertheless to the provision for the extension of time hereinafter contained.

13 **Damage for Non-Completion**

If the "False Ceiling Contractor" fails to complete the works by due date or within any extended time under writing, the "False Ceiling Contractor" shall pay or allow the "RASO'I" the "**Liquidated Damage**" for the period during which the said works shall so remain incomplete and the "RASO'I" may deduct such damage at the of **Rs. 5,000 per day** subject to the maximum of 2% of contract value will be levied. However delays due to non-supply of working drawings, natural calamities like floods, heavy rains, earth quakes and bandh, curfew etc. will not be counted in delays.

14 **Damages through Unforeseen Events.**

No compensation for any damage caused to the work or material by "False Ceiling Contractor's" work force shall be paid to the "False Ceiling Contractor", the "False Ceiling Contractor" shall have to make good all such damages himself at his own cost. (Except Force Majeure)

15 **Termination of the Contract by the "RASO'I / PMC"-**

On default of "False Ceiling Contractor" in execution of work to the satisfaction of "RASO'I / PMC / Architect" in all respects, the RASO'I shall have the right to terminate the contract after giving 15 days' notice.

16. **Clearance of Site-**

The "False Ceiling Contractor" shall have to remove debris (Scrap) related to his work from the site of work, before handing over the work to the "RASO'I / PMC". The work shall not be treated as completed in all respects unless this requirement is fulfilled by him. In the event of the "False Ceiling Contractor" failing to do so, the "RASO'I / Architect/ PMC" shall have the right to get site cleared, at the "False Ceiling Contractor's" risk and cost without prejudice to the right to recover damages under clause 13 of the contract.

17. **LABOUR REGULATIONS:**

17.1 **REGULATIONS:**

The False Ceiling Contractor shall be wholly and solely responsible for full compliance of provisions under all labour laws and / or regulations including the latest requirements of all the acts, laws, any regulations or bye-laws or any local or other statutory obligation applicable in relation to the execution of the work as Payment of Wages Act 1936, employees liability act 1938, workmen's compensation act 1923, industrial disputes act 1947, the Maternity benefit act 1961, the contract labour (regulation and abolition) act 1970 and the factories act 1948, minimum wages act 1948, apprentices act 1961, any other act including E.S.I.C. Act or enactment and rules framed there under from time to time, industrial employment, (standing order) act 1946 (amended), personal injuries (compensation insurance) act 1963 and any modification thereof

and rules made there under from time to time, employees provident fund and miscellaneous provision act 1952, Owner's liability act 1938, or any modifications thereof or any other law relating thereto and rules there under for the time being in force introduced from time to time which may be applicable to employees of the False Ceiling Contractor. The False Ceiling Contractor shall assume liability and shall indemnify the owner from every expense, liability or payment by reason of the application of any labour law, act, rules or regulations existing or to be introduced at a future date during the term of the contract. Insurance cover towards the above shall be affected by the False Ceiling Contractor as called for. In general, in respect of all labour directly or indirectly employed in the work for the performance of False Ceiling Contractor's part of the contract, the False Ceiling Contractor shall comply with all the rules framed by the Government authorities concerned from time to time for protection of the health and welfare of the workers. The False Ceiling Contractor shall obtain a valid license under the contract labour (R & A) act 1970 and the contract labour (regulation and abolition) central rules 1971 and under any other applicable rules before the commencement of the work and continue to have a valid license until the completion of the work and shall pay the statutory fee, file returns, etc. in compliance under all such Acts.

17.2 PAYMENT OF WAGES:

The False Ceiling Contractor shall pay to labour employed by him either directly or through sub-False Ceiling Contractors wages not less than the minimum wages as defined in the relevant local labour regulations or as per the provisions of Minimum Wages Act, 1948 or the contract labour (regulation and Abolition) act 1970 and the contract labour regulation and Abolition of central rules 1971, wherever applicable and observe hours and conditions of labour's according to the conditions established for the trade or industry or prescribed by regulations or order in force in the district where the work is carried out. He shall also abide by the minimum wages and other regulations applicable to the labour engaged in the work, as laid down by the concerned local authorities to which the organizations of Owners and trade union representatives or a substantial proportions of the Owners and workers engaged in the trade or industry in the district are affiliated. In the absence of such established rates and conditions the False Ceiling Contractor shall pay rates or wages and observe hours and conditions of labour which are not less favorable than the general level of wages, hours and conditions observed in the trades or industries similar to those in which the False Ceiling Contractor in engaged.

17.3 MODEL RULES:

The False Ceiling Contractor shall at his own expenses comply with or cause to be complied with Model Rules for labour welfare framed by Government or other local bodies from time to time for the protection of health and for making sanitary arrangements, Malaria control, etc. for workers employed directly or indirectly on the work and in the workers hutment area including any temporary stay arrangement. In case the False Ceiling Contractor fails to make arrangements as aforesaid, the owner shall be entitled to do so and recover the cost thereof from the False Ceiling Contractor, without absolving the False Ceiling Contractor from all or any consequences of his defaults.

18 CONTRIBUTION TOWARDS EMPLOYEE BENEFITS, FUNDS ETC:

The contract price includes expenses necessary to meet the False Ceiling Contractor's obligations for making contributions towards employee benefits funds (such as provident fund , ESI benefits, old age pension and /or any other benefits/ compensation legally payable) in compliance with all the statutory regulations and requirements whether specifically mentioned here or not. All records in this connection shall be properly maintained by the False Ceiling Contractor and produced for scrutiny by the concerned authorities, the Engineer-In-Charge, and the owner whenever called for.

19 **Minimum Wages Act & Rules-**

The "False Ceiling Contractor" shall comply with all the provision of /The Minimum Wages Act. The contract or shall, also comply with all the provisions of the P.W.D "False Ceiling Contractor's" Labour Regulations' made by the Government from time to time C.P.W.D., safety code framed from time to time as well as 'Model rules for the protection of health and sanitary arrangements for worker employed by the "False Ceiling Contractor" shall also from part of this contract. The False Ceiling Contractor will follow all labour laws which are applicable in the state including provident fund rules. **False Ceiling Contractor will ensure that in no case the RASO'I will have any responsibility about the workers/employees of the False Ceiling Contractor.** The RASO'I / PMC will also watch whether the False Ceiling Contractor follows the all labour laws **and other statutory Rules & Regulations of Govt. in this regards.**

20 **Possession Prior to Completion-**

The "RASO'I / PMC" shall have the right to taking possession of or use any completed or partially completed part of the work. Such possession or use shall not be an acceptance of any work completed in accordance with contract agreements.

21 **Alternatives-**

The "False Ceiling Contractor" is to quote for various alternative items of work described in the schedule of quantities. The "RASO'I / PMC" reserves the right to substitute the items in lieu of original items in the tender either in part or in full. Its revised rate if required has to be got approved by RASO'I / PMC before the execution of that particular substitute item.

22 **Record and documentation of test report-**

A proper record/ documentation of the work test report daily signed by the "False Ceiling Contractor"/ PMC Team Leader /site engineer will be maintained by the "PMC". All tests will be done in presence of the PMC site engineer.

23 **Taxes and Duties-**

I. Income – Tax

Income Tax at the prevailing rate, on gross amount billed, shall be deducted from False Ceiling Contractor's bills as per relevant provisions of the income Tax Act

II. GST will be paid extra over rates quoted as mentioned in the tender by the False Ceiling Contractor.

No escalation shall be allowed on material / labour. Any New Taxes applicable at any stage on any works shall be to False Ceiling Contractor's account. The False Ceiling Contractor shall include in his rates statutory obligations of his labour such as ESI, PF, etc., if applicable and indemnify the RASO'I against the same.

III. Other Taxes

False Ceiling Contractor shall be fully and exclusively liable for all the statutory taxes, levies, cess etc. now in force and hereafter increases, or modified in respect of works and materials by central and state government authorized.

24 Specification and drawing will be supplied by Architect. All specifications will be written on the respective drawings supplied. In case of any doubt regarding specification, Architect will be contacted and clarification sought by the "False Ceiling Contractor".

25 **Safety Clause-**

- I. During the execution & Testing, the safety of workers shall be total responsibility of "False Ceiling Contractor" and the "False Ceiling Contractor" shall be responsible for injury to persons or things and all structural damages to the property which may arise from the operation or neglect of the " False Ceiling Contractor's" employees, nominees, "Sub-False Ceiling Contractor's" or their employees. Whether such injury or damages arises from carelessness, accident or any other causes whatsoever, in any way connected with the carrying out of construction pursuant to these presents.
- II. The "False Ceiling Contractor's" shall indemnify and keep the owners harmless against any claims, demands, actions, proceedings that may be made against the "RASO'I / PMC/ Architect" or that may be suffered by the "RASO'I / PMC / Architect" by reason of anything done by the "False Ceiling Contractor" pursuant to said works.
- III. The "False Ceiling Contractor" shall obtain required insurance policies covering all such risks covering labour engaged by them.

26. **SAFETY CODES:**

In respect of all labour directly or indirectly employed on the work for the performance and execution of the False Ceiling Contractor's work under the contract, the False Ceiling Contractor shall at his own expenses arrange for all the safety provisions as listed in (i) Safety codes of C.P.W.D. and Bureau of Indian Standards,

Precautions as stated in the safety clause are the minimum necessary and shall not preclude the False Ceiling Contractor taking additional safety precautions as may be warranted for the particular type of work or situations. Also mere observance of these precautions shall not absolve the False Ceiling Contractor of his liability in case of loss or damage to property or injury to any person including but not limited to the False Ceiling Contractor's labour, the owner's Engineer-In-Charge's, architect's, owner's representative and or any member of the public or resulting in the death of any of these.

Protective gear such as safety helmets, boots, belts etc. shall be provided by the False Ceiling Contractor at his own cost to all his manpower at the site. The False Ceiling Contractor shall impose such requirements on all sub-False Ceiling Contractors and vendors also. It shall be the responsibility of the False Ceiling Contractor to ensure that such protective gear is worn at all times by all personnel working at the site during the term of the project. The owner and project manager / owner's representative shall each have the right to stop any person not wearing such protective gear from working on the site.

In case the False Ceiling Contractor fails to make arrangements and provide necessary facilities as aforesaid, the owner shall be entitled to do so and recover the costs thereof from the False Ceiling Contractor, the decision of the owner's representative in this regard shall be final and binding on the False Ceiling Contractor.

27 **Approximate Quantities-**

The quantities given in the Bill of Quantities are approximate only and these quantities are liable to alterations by omissions, reductions or additions to any extent without affecting the rates or terms and conditions of the Contracts.

- 28 All the material procured by the False Ceiling Contractor will be deposited in site store; A Store Keeper has to be deployed by the False Ceiling Contractor for the safety and issuing the material on daily basis at his own cost.
- 29 The Rates Quoted in the Schedule of Quantities includes all Lead & Lift and are valid for all heights. No Extra payment will be claimed by the False Ceiling Contractor on this account.
- 30 A detailed agreement will be executed between the RASO'I & the False Ceiling Contractor at the time of issue of work order.
- 31 Tenderers are advised to inspect and examine the site and its surrounding and satisfy themselves before submitting their tenders. A tenderer shall be deemed to have full knowledge of the site whether he inspect it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

Annexure –3

Other Information:

- 1) The bid document can be downloaded from the RASO'I website www.rasassociation.com , free of cost.
- 2) Bidders shall have to submit their offers in two separate envelopes.
- 3) The sealed cover within the main cover should contain:
 - (a) Qualification, Credentials, Earnest Money Deposit clearly super scribed "**Packet A**"
 - (b) Financial bid clearly super scribed "**Packet B**".

The "Packet A "should contain -

- a) Details of the Bidder, Contact Address, email, phone, Fax.
- b) Documents in support of the eligibility criteria for this bid.
- c) Bidders to provide indemnity bond stating that they are not blacklisted by any Govt. Authority/Agency.
- d) EMD by way of Demand Draft drawn in favor of "**RAS OFFICERS INSTITUTE**" payable at **JAIPUR** for an amount of **Rs. 50000** /-.
- e) Copies of PAN Card, GST Registration, PF/ESI Registration, etc.
- f) Bids not supported with EMD shall be summarily rejected.

The "Packet B "should contain -

Only the financial bids of bidders eligible as mentioned above will be opened. Financial bids of the bidders failing to eligibility criteria will not be opened.

The rates shall be written properly both in figures and the words, in case of any discrepancy will consider the lowest rate as the final (as per annexure 7)

Last Date for Submission of the Bid: 24th July, 2018 before 1.00 pm hours at the address given below. Technical Bids will be opened on 25th July, 2018 at 12.00 pm & Financial Bid Opening & Presentation will in presence of Construction Committee of RASO'I on 25th July, 2018 at 1.15 pm onwards at the address given below:

**DLB,
22 Godown, Civil lines
Jaipur**

RASO'I reserves the right to cancel any or all the offers or the bidding process without assigning any reason, whatsoever.

BRIEF TERMS & CONDITIONS

1	Project Multi-storied Club House – Near Dainik Bhaskar office, Jaipur (2 Basement + Ground + 5 Floors + Structures on Terrace) Total Gross BUA : 1,20,000 Sqft (approx.)
2	Scope of work – Complete False Ceiling as per the BOQ Enclosed
3	Type of Contract –With Material (SITC) rate contract.
3.01	The False Ceiling Contractor shall note that unless otherwise stated, the Contract is strictly on the Material rate basis contract.
3.02	The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. No claim shall be entertained on this account
3.03	Rate Only Items / Alternatives The “False Ceiling Contractor” is to quote for various alternative items of work described in the schedule of quantities. The “RASO’I and its representatives” reserves the right to substitute the items in lieu of original items in the tender either in part or in full.
3.04	Material shall be provided by False Ceiling Contractor at site.
3.05	Electricity and water shall be provided free of cost by “RASO’I” at work site at one point.
4	SUFFICIENCY OF RATES
4.1	The False Ceiling Contractor shall be deemed to have satisfied himself before contracting as to the correctness and sufficiency of his contract for the works and of the prices stated in the schedule of quantities and/or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.
4.2	The Rates Quoted in the Schedule of Quantities includes all Lead & Lift is valid for all heights. No Extra payment will be claimed by the False Ceiling Contractor on this account
4.3	The rates shall include all taxes, duties, Excise Duty, Octroi, Cess, at prevailing rates except the GST which will be borne by the RASO’I. The increase in taxes and duties in future will be the liability of the False Ceiling Contractor.
4.4	Rates are fixed for the duration of the project and no escalation shall be allowed for variation in price on labour, diesel, freight, taxes, octroi, any duty, levies etc. The False Ceiling Contractor shall include in his rates statutory obligations on his labour compliance such as ESI, PF, etc, if applicable.

4.5	The rates shall be inclusive of: The rates quoted in the Contract shall include all charges for clearing of Site before and after commencement, fencing, hoarding, Plant and equipment, storage sheds, watching and lighting on all days and all other erections.
4.6	The rates quoted shall be deemed to be for the finished work to be measured at Site and include the rate for protection of the finished items.
4.7	TDS at prevailing rates on the gross value of each running bill will be deducted at source. Worker's compensation is to be borne by the False Ceiling Contractor himself.
5	Manpower Resources That all the labour, staff, supervisors and engineers will be provided by the False Ceiling Contractor for the Water Proofing Work purpose. The engineering staff to be provided by the False Ceiling Contractor will be adequate nos. of supervisors / foremen which would be jointly agreed. Before commencement of any work, detailed construction schedule to be submitted by the False Ceiling Contractor for the same. And in case of deviation from that schedule, recovery measures and revised schedule to be provided by him every time.
6	That all the staff members, labour, workers, supervisor, engineers, operators etc. will be the employee of False Ceiling Contractor itself, and the owner/RASO'I / PMC will not be in any way treated as an RASO'I / PMC. Thus, there will be no RASO'I / PMC – Employee relationship.
7	Tools & Plants All tools, plants, machinery etc. shall be arranged by the False Ceiling Contractor. The list of the same to be submitted by the False Ceiling Contractor with the tender.
8	Completion Period Time is the essence of the contract. The Completion period of the work shall be 12 Months from the date of commencement as per schedule attached herewith. (Note – All these milestone dates are the latest dates by which these activities should start & finish. However False Ceiling Contractor can pre- pone the activities if as per his schedule the activities needs to be started earlier to achieve the handing over dates).
9	Damages That all the damages caused by the accident or the carelessness of the workmen, or any material are wasted or is misused by the workmen, will be to the account of the False Ceiling Contractor, who shall make good the same.
10	Penalty for the delay In case of delay in completion of Project in stipulated period of completion a penalty of Rs. 5,000/- per day subject to the maximum of 2% of contract value will be levied. However delays due to non-supply of working drawings, natural's calamities like floods, heavy rains, earth quakes, strikes, bandh, curfew etc. will be considered and the suitable extension will be given.
11	SAFETY The False Ceiling Contractor acknowledges and agrees that they will exercise the overall co-ordination of safety matters relating to the Project including those affecting the False Ceiling Contractor's personnel. The False Ceiling Contractor further acknowledges that the Engineer in Charge / Project Manager shall have the right to instruct direct or take any action deemed necessary to ensure that the Safety issues are met. This does not relieve the False Ceiling Contractor of its responsibilities relating to its personnel or the Works. The False Ceiling Contractor must at all times exercise all necessary precautions for the safety of all persons on the Site, members of the public who may be affected by the Works and the protection of the environment.

	If any misshaping occurs in future fully or partly due to poor workmanship or material used by the False Ceiling Contractor, it shall be the sole responsibility of False Ceiling Contractor (including time period of DLP) only.
12	<p>Minimum Safety Requirements</p> <p>Proper working platform shall be provided for working at height more than 2.0m / 6'6". Harnesses and personal protective equipment must be used as a last resort.</p> <p>All persons working on suspended scaffolds/cradles/gondolas must wear and use appropriate fall prevention equipment so as to protect them effectively at all times when they are at risk from any failure of any part of the scaffold/cradle/gondola, including its suspension system.</p> <p>Free-standing scaffold towers used externally must not be higher to the top platform level than three times the minimum base dimension, unless secured to a permanent structure. For internal use only, the height to platform may rise to 3.5 times the minimum base dimension. Wheels must be locked when towers are in use. No person is permitted to remain on a tower platform while a tower is being moved.</p> <p>Adequate lighting must be provided to enable safe access to and egress from every place on a site where persons are liable to work; this is in addition to task lighting.</p>
13	<p>R.A. Bills</p> <p>The bills shall be paid either monthly or subject to a minimum amount of Rs. 500000/-. Fifty (50%) percent of the bill amount shall be paid within Seven working days after submission of bills. Balance payments shall be made within next seven days after getting bill verified from PMC</p> <p>Security deposits shall be deducted @ 5% from each Running bill. 50% of this S.D. will be refund after satisfactory completion of works and balance after the expiry of "Defects Liability Period" of 2 Years</p>
14	In case the work is temporarily suspended by the "RASO'I" due to reasons beyond his control, adequate extension in completion period may be considered but no financial damages will be paid to the "False Ceiling Contractor".
15	In case work is abandoned by the "False Ceiling Contractor", the security money shall be forfeited by the "RASO'I and its representative" after giving 7 days' notice by registered post. The work done by him will be measured & finalized & balance left over work will be awarded by the RASO'I / PMC to some other False Ceiling Contractor at the risk & cost of the False Ceiling Contractor who left the work incomplete.
16	In case any dispute or difference should arise between the parties, whether in respect of work done or in respect of quality of material used by the False Ceiling Contractor or delay in completion of work or any other matter arising out of works or relating to the specifications, designs, drawings, orders during the progress of the work or after the completion or abandonment thereof or any matter arising out of the agreement shall be referred to the sole arbitrator. The arbitrator shall decide the dispute within two months. This submission to arbitration shall be deemed to be a submission to arbitration within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator shall be final, conclusive and binding. Legal jurisdiction shall be that of Jaipur courts only.
17	The False Ceiling Contractor will not divert the funds/payments released for the project to the other project. The statement should be provided briefing the detail of major transactions done for the project whenever asked for.

The documents including annexure have been read by us and fully understood by us.

Appendix

1.	Date of commencement	Within 07 days of work order
2.	Time of completion	12 months from Date of commencement
3.	Liquidated damages for non-completion of work in time per day	Rs. 5,000 /- per day subject to the ceiling of 2 % of contract value
4.	Minimum interval between submission of interim bill	One Month -
5.	Minimum value of works for interim certificate	Rs. 500,000.00/-
6.	Maximum period of payment of interim bills	15 (fifteen) days from the date of submission of bills/ 50 % within 7 working days, remaining with in next 7 days after verification of bill -
7.	Period of submitting the final bills	Within one month of the completion -
8.	Machine Warranty Time	NA
9.	Work Warranty Time	Defects Liability Period (DLP).
10.	Payment of S.D.	50 % with Final Bill Payment, remaining amount after defects liability period -
11.	Defects liability period	2 year from the date of virtual completion of the work.
12.	Approved makes of material to be used	As per enclosed Annexure 6

MAKES OF False Ceiling ITEMS

S. No.	Items	Approved Makes
1	All GI Framing Work (including Main, Runner, Cross Sections, Hangers etc.)	Jindal / Armstrong / Saint Gobain / India Gypsum or Eqv.
2	Dash Fasteners 12.5mm dia. 40mm length	Hilti / Bosco / Fischer / Canco or Eqv.
3	Screws	Bharat / Patta or Eqv.
4	Rawl Plugs	Fischer / Hilti / HM / or Eqv.
5	Bolts 6mm dia.	Hexacon or Eqv.
6	Hinges	Dorma / Dorset / Godrej or Eqv.
7	Tower Bolt / Magnetic Catcher	Dorma / Dorset / Godrej or Eqv.
8	POP (Superfine)	JK / Diamond / Sakarni or Eqv.
9	Ply Board / MDF Board / Veneer	Century Ply / Green Ply / Dura or Eqv.

Annexure -7

RAS OFFICERS CLUB BUILDING PROJECT FALSE CEILING WORK BOQ					
S. No	BASIC ITEM DESCRIPTION	UNIT	QUAN TITY	RATE	Remark
	FALSE-CEILING & RELATED WORKS				
1	Net Mesh POP False Ceiling				
	Netmesh False Ceiling > GI framework to consist of GI perimeter channels 24 gauge thick, 20mm x 30mm along perimeter of false ceiling of ceiling, screw fixed to wall/partition with nylon sleeves and screws @ 600mm c/c. Suspending GI intermediate channels of size 22 gauge thick 45mm x 15mm from the soffit at max dist. 900mm c/c with ceiling angle 24 gauge thick 25mm x 10mm fixed to soffit using proprietary supplied GI cleats and steel expansion fasteners. Ceiling section 24 gauge thick web size 51.5mm and flanges 26mm each and 10.5mm lips are fixed to perpendicular to intermediate channel @ 300mm c/c using connecting clips and Screw, surface framing to be done with expanded GI mesh (8-9Kg per Roll) for application of wet maleable plaster, POP plaster minimum 12 -15mm plaster on net mesh all surface to be proper water level and mirror finish. All complete as per detail in the drawing and specifications and instructions & satisfaction and as per Architect / PMC.				
	MEASUREMENTS > False ceiling will be measured on horizontal plane only. All vertical drops, edge mouldings, fascias, etc will be measured in Rmt. All extra tiles occupied by lights and diffusers to be returned to Owner. Rate quoted to include all cut-outs required for light fixtures, smoke detectors and other services cut-outs complete along with its repair work till final handover as directed by Architect / PMC. RATE > Rate quoted to include cost of providing support framework formed of perimeter channels for fixing light fixtures, AC grills/diffusers etc.	SQM	4500		
2	Venner Finish Wooden Ceiling				
	Wooden False Ceiling > Providing and making of BWP grade ceiling surface with GI frameworks as per detail specified in item no. 1 (All framing work including Main, Runner, Cross Sections, hangers will be done as per wood work in 22 gauge. Max. size of grid allowed will be 750mm X 750mm. Extra hanger supports should be @ 450mm c/c for wood work), hung from existing ceiling soffit with GI hangers / rod duly fastened and leveled , ceiling surface shall be done with 12mm ply with counter sunk steel screw , leveling and surfacing. All complete as per detail in the drawing and specifications and instructions & satisfaction and as per Architect / PMC.				
	Providing and fixing of 4.0mm thick imported veneer on existing commercial surface with suitable adhesive, veneer	SQM	1000		

	shall be of first quality and fixed with suitable adhesive. Basic rate of veneer 150/ Sqft. The item shall be not inclusive of staining, polishing and application of melamine spray including rubbing & waxing to desired finish (Based on approved sample by architect) The veneer shall be fixed / pressed with headless nails with a desired size of groove in between each panel. Only flat exposed area will be consider for measurement.				
3	MDF Finish Wooden Ceiling				
	MDF Finish False Ceiling > Providing and making of BWP grade ceiling surface with GI frameworks as per detail specified in item no. 1 (All framing work including Main, Runner, Cross Sections, hangers will be done as per wood work in 22 gauge. Max. size of grid allowed will be 750mm X 750mm. Extra hanger supports should be @ 450mm c/c for wood work), hung from existing ceiling soffit with GI hangers / rod duly fastened and leveled , ceiling surface shall be done with 12mm ply with counter sunk steel screw , leveling and surfacing. All complete as per detail in the drawing and specifications and instructions & satisfaction and as per Architect / PMC. Providing and fixing of trap doors for access to the areas above false ceiling. The trap door shall have an external frame made of 2"x2" in good quality seasoned wood scantling on which the shutter is hinged. Shutter shall be made of 19 mm. BWP ply and all Surface should be finish 12mm Exterior grad MDF finish ((Make-Green and equ.) and this item not include paint work job. Concealed heavy duty hinges shall be used to mount the shutters and locking shall be provided with panel locks. The shutter shall be moulded in level with the false ceiling forming a groove all around. Sufficient number of hinges and locks shall be provided to avoid sagging of the shutter. Key also shall be supplied. No extra rate shall be provided for suspenders or frame works all-round for linking the trap door to POP / Wooden false ceiling. The exposed side finish shall be taken in above finished items separately.				
	Providing and fixing of 12mm thick MDF on existing commercial surface with suitable adhesive .The item shall be not inclusive of paint work to desired finish. The MDF shall be fixed / pressed with headless nails with a desired size of groove in between each panel (Based on approved drawing and design by architect / PMC).Only flat exposed area will be consider for measurement.	SQM	500		
4	Grooves in POP				
	Providing and making Grooves of approved shape and size in POP at various locations viz. above skirting, around the door & window frame, above dado or wherever required as per the drawing including finishing of groove in correct line and level, making of moulds (farm as), cleaning, scaffolding etc. complete at all heights & floors.				
4.1	6-12mm groove	RMT	R.O		
4.2	9-15mm groove	RMT	R.O		
5	Edges as per attached drawing				
	Detail 1	RMT	R.O		

	Detail 2	RMT	R.O		
	Detail 3	RMT	R.O		
	Detail 4	RMT	R.O		
	Detail 5	RMT	R.O		
	Detail 6	RMT	R.O		
	Detail 7	RMT	R.O		

Terms & Conditions

TDS: Included in above mentioned rates

GST will be charged extra

Mobilisation Advance: Nil

The actual payment shall depend on the actual work done as detailed in the document.

Annexure – 8

Drawings