

TENDER DOCUMENT
FOR
CIVIL, INTERIOR & MEP WORKS FOR
CANCER SCREENING & OPD CENTER OF
SHEWINGS FOUNDATION AT NOIDA,
GAUTAM BUDDHA NAGAR, UTTAR PRADESH

SHEWINGS FOUNDATION

Unit No. C-403 04th Floor Tower C, Technopark Plot No-5, Sector 127, Noida, G.B.Nagar, U.P
- 201313, Telephone: +91 8800233291, 0120-4074096 email: info@shewings.com
Website: www.shewingsfoundation.com

NOTICE INVITING TENDER

Ref. No: SWF/CIVIL/Noida/CSC/26

Offline bids are invited from eligible contractors for the construction (civil, interior and MEP) of
CANCER SCREENING & OPD CENTER at A-234 A BLOCK Sector 43, Noida, Gautam
Buddha Nagar, Uttar Pradesh 201303.

Sl. No	Name of Work	Time for completion	Estimated Value of Work including GST (Rs. Lakh)	Earnest Money Deposit (Rs.)	Cost of Bid Document (Rs.)
1	Item Rate Contract for civil, interior and MEP work CANCER SCREENING & OPD CENTER at Sector 43, Noida, Gautam Buddha Nagar, Uttar Pradesh 201303	90 Days	₹41 Lakh 80 Thousand	₹20,900/-(for General Category) (Applicable relaxation ¹ for reserved category as per Govt. of Uttar Pradesh rules)	1000/-

Calendar of Events

Sl. No.	Schedule	Due date
1.	Tender notice date	08/06/2026
2.	Date of availability of Tender Document (Offline)	08/06/2026
3.	Pre- Bid Meeting Date (Unit No. C-403 04th Floor Tower C, Technopark Plot No-5, Sector 127, Noida G.B. Nagar, U.P - 201313)	15/06/2026
4.	Due date for Bid Submission (Offline)	15/06/2026
5	Date of bid opening	After 7 days

Sd
SHEWings
Foundation

¹ If any relaxation is being claimed by any bidder in EMD, the concerned Govt. notification(s) should be attached along with the submitted bid. In absence of relevant notification(s), no relaxation in EMD shall be given.

INSTRUCTIONS TO TENDERERS- E TENDERING

General Instructions:

To view the Tender Document along with this Notice and to obtain the Tender Document and its supporting documents, kindly visit the official website of SHEWings Foundation (SWF):

<https://shewingsfoundation.com/tenders/>

Interested bidders may download the tender documents from the website of SHEWings Foundation.

All bidders participating in the tender process are required to submit their bids in offline mode in a sealed envelope. The tender should be duly filled, signed, and stamped by the authorized signatory of the bidder on all pages.

The bid must be submitted in a two-envelope system, as applicable:

- Envelope 1: Technical Bid (along with all required documents)
- Envelope 2: Financial Bid

Both envelopes should be sealed separately and then placed inside a larger outer envelope, clearly superscribed with:

- Tender Name
- Tender Reference Number
- Name & Address of the Bidder

The complete bid should be submitted at the following address within the specified deadline mentioned in the tender notice:

SHEWings Foundation (SWF)

Unit No. C-403 04th Floor Tower C,
Technopark Plot No-5,
Sector 127, Noida, G.B. Nagar, U.P - 201313

Bidders are advised to ensure that the submission is completed before the due date and time. Late submissions shall not be accepted under any circumstances.

If any assistance is required regarding tender document collection, preparation, or submission, please contact:

[+91 9140135059/ +91 8800633291/ 0120-4074096 / Info@shewings.com]

Purchase and Downloading of Tender Document

The tender document is uploaded / released on the SHEWings Foundation website. Tender document and supporting documents may be downloaded from above link also. Subsequently, bid has to be prepared and submitted via POST ONLY as per the schedule given in Notice Details. The Tender document will be available online only. Tender document will not be sold / issued manually.

Purchase and Downloading of Tender Document

The Bids (Eligibility Cum Technical as well as Commercial) shall have to be prepared and subsequently submitted offline. Client has the right to summarily reject the Bids not submitted offline.

Disclaimer

- This Tender is issued by SHEWings Foundation.
- The information contained in this Tender document or information that may be subsequently provided to the interested applicants (“Applicant” or “Bidder” or “Tenderer”), whether verbally or in documentary or in any other form by or on behalf of Client or any of their authorized employees or advisers or representatives, would be subject to the terms and conditions set out in this Tender document and such other terms and conditions subject to which such information is provided.
- This tender document is neither an agreement nor an offer by the Client to the prospective Applicant or any other person. The purpose of this Tender document is to provide interested parties with information that may be useful to them in the formulation and submission of their bid pursuant to this Tender.
- This document includes statements, which reflect various assumptions and assessments made by the Client in relation to the scope of work contemplated in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require.
- This Tender document may not be appropriate for all persons, and it is not possible for the client and its employees, advisors or consultants to consider the objectives, technical expertise and particular needs of each party who needs or uses this.
- The assumptions, assessments, statements and information contained in this tender document may not be complete, accurate, adequate or entirely correct. Each prospective Applicant should, therefore, conduct its own enquiries and analysis to check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this document and obtain independent advice from appropriate sources.
- The drawings, Bill of Quantities (BOQ), which form part of this tender document is indicative and the client is not responsible for their accuracy. The quantities and specifications may change depending on the detailed design development during execution. The Client owes no responsibility (financially or otherwise) for any change in this respect.
- Information provided in this Tender Document to the Bidder is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- The Client, its employees, advisers, and representatives make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of this document and any assessment, assumption, statement or information contained herein or deemed to

form part of this tender document or arising in any way in the pre-qualification/shortlisting process.

- This Tender document and the information contained herein are to be used only by the person to whom it is issued and it is not transferable. It shall not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). Even in the event the recipient does not continue with its involvement in the Project in accordance with this Tender, the confidentiality obligations under this Tender or subsequent tender or contract shall continue to be binding on and adhered to by the Applicant.
- The Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this Tender document.
- Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender document.
- Client reserves the right to accept or reject any or all the Bids without assigning any reasons whatsoever and is not obliged to correspond with any Bidder in this regard. Further, Client reserves the right to cancel the tendering process, at any time, without prior notice or without assigning any reason whatsoever. This invitation for Bid does not give rise to any right of award and is not an offer or invitation to offer. The Client also reserves the right to award the contract by splitting into various packages or phases or other convenient means as it deems necessary to implement the project.
- The Bidder shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Client or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will have to be borne by the Bidder and Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in the preparation and submission of the Bid, regardless of the conduct or outcome of the selection process.
- Client will not entertain any claim for expenses in relation to the preparation of any Bid pursuant hereto.

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VOLUME -I
INTRODUCTION
TO SHEWINGS
FOUNDATION

1. INTRODUCTION TO SHEWINGS FOUNDATION

1.1. Bharat Petroleum Corporation Limited has signed a Memorandum of Understanding (MoU) with SHEWings Foundation for the establishment of a Cancer Screening & OPD Center at Sector 43, Noida, Gautam Buddha Nagar. The initiative aims to strengthen access to preventive and primary healthcare services by creating a patient-centric cancer screening and outpatient care facility that delivers affordable and accessible healthcare closer to the community. The center will focus on early detection, awareness, preventive healthcare, and timely medical consultation, helping reduce the burden of advanced-stage diseases and improving overall community health outcomes. The project will support cancer screening services, OPD consultations, awareness and prevention programs, and the development of an integrated healthcare approach to ensure quality healthcare delivery for underserved and vulnerable populations in the region.

1.2. The Program is being implemented through SHEWings Foundation, a non-profit organization registered under Section 8 of the Companies Act, 2013. The Foundation is committed to advancing accessible healthcare initiatives, with a focus on cancer awareness, screening, early diagnosis, and preventive healthcare services for communities across India. Through strategic partnerships and community-driven healthcare programs, the Foundation aims to create sustainable and impactful healthcare interventions for underserved populations.

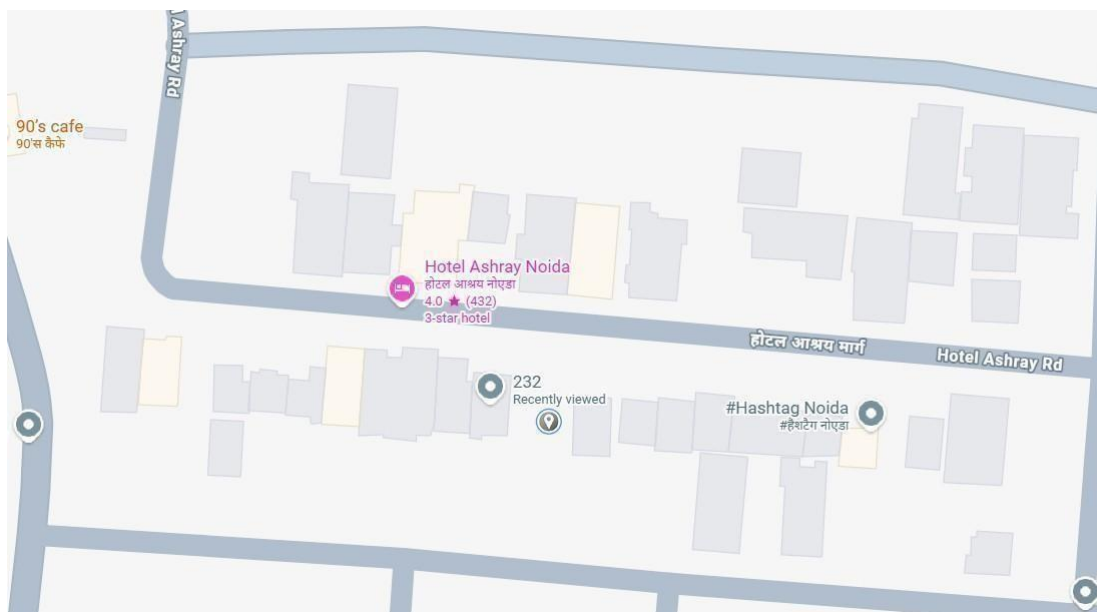
VOLUME -II
INSTRUCTIONS TO BIDDERS

2. INSTRUCTIONS TO BIDDERS

2.1 Scope of Bid

- 2.1.1 SHEWings Foundation invites bids for Item rate contract works for the civil, interior and MEP works of CANCER SCREENING & OPD CENTER at Sector 43, Noida, Uttar Pradesh- all works to be executed in parallel.
- 2.1.2 The successful Bidder shall be required to complete the Works by the intended completion time specified in the Tender Documents.
- 2.1.3 Details of site location are given below:

CANCER SCREENING & OPD CENTER Noida



- 2.1.4 As part of this Tender, the Client has provided Schematic Drawings, Bill of Quantity and other Technical Documents for both work packages. (Please refer Volume V and VI)
- 2.1.5 The scope of work for the work packages are as follows:

Package	Scope
CANCER SCREENING & OPD CENTER at Sector 43, Noida	Civil, Interior & Electrical

2.2 Time for completion:

- 2.2.1 All work packages are to be completed in prescribed time.

- 2.2.2 Completion timeline shall include time required for Contractor to mobilize resources as well as preliminary site set up and site clearance, testing and handing over.
- 2.3 The Contract shall be awarded on a re-measurable contract basis with schedule of rates based on Bill of Quantities (BOQ) to the technically qualified bidder selected as per the evaluation method proposed in this Tender and financially the least cost Bidder(s). The Final Contract Value shall be arrived at based on approved site measurements for quantities and the schedule of rates from the relevant BOQ.
- 2.4 It is clarified that medical equipment (including purchase and installation) relating to the project is not part of the scope.
- 2.5 SHEWings Foundation retains the right to modify the scope at its discretion which shall include increase or decrease in the scope of work based on prevailing situation during the Contract period.
- 2.6 **Participation in Bid:**
- 2.6.1 The cost of bid document is Rs. 1000/- (Rupees two thousand only) to be paid in the form of Demand Draft in favour of SHEWings Foundation.
- 2.6.2 Offline submission of Bid is mandatory. Online submission of bid will be considered as invalid.
- 2.6.3 The Bid should be accompanied with Earnest Money Deposit (EMD).
- 2.7 **Earnest Money Deposit (EMD):**
- 2.7.1 The Bidder shall furnish, as part of his Bid, an Earnest Money Deposit (EMD). The EMD shall be in favour of SHEWings Foundation in one of the following forms:
- (i) Bank Guarantee from any Nationalized / Scheduled Commercial Bank in India (A written confirmation in the Bank's letter head confirming the authenticity of the guarantee shall be furnished along with the Guarantee).
 - (ii) Fixed Deposit Receipt issued by any Nationalized /Scheduled Commercial Bank in India or a foreign Bank approved by RBI, acceptable to SHEWings Foundation.
 - (iii) NEFT/RTGS to SHEWings Foundation, Noida to following bank:
[Account Number- 628405018293](#)
[ICICI Bank](#)
[A/c Holder Name: M/S SHEWINGS FOUNDATION,](#)
[IFSC Code- ICIC006284,](#)
[Type of Account- Current Account](#)

- (iv) EMD shall be valid for a minimum terms of 45 days from the last date of Bid submission.

2.7.2 The EMD of unsuccessful bidders will be returned within 45 days from award of Contract.

2.7.3 The EMD of the successful Bidder will be released only when the bidder has signed the Contract and furnished the Performance Security.

2.7.4 The EMD shall be forfeited in case: i) the Bidder withdraws the Bid after Bid opening during the period of Bid Validity; ii) If the Bidder does not accept the correction of the Bid Price, pursuant to correction of errors; iii) or in case of a successful Bidder, if the Bidder fails within the specified time limit to Sign the Agreement; iv) or Furnish the required Performance security.

2.7.5 Any Bid not accompanied by an acceptable Bid Security and not secured as indicated in the Tender Document and Client retains the right to reject the Bid in summary.

2.8 Eligibility Criteria

Clause	Criteria	Documents Required
2.8.1	Should be registered with any Govt. of UP Department/Central Government/MSME/Central PSUs/ State PSUs/ULBs.	Copy of Registration Certificate.
2.8.2	Should have an average annual turnover of Rs. 50 lakhs in the last 3 (three) financial years from construction business/interior and electrical works.	Audited Statement of Accounts and CA Certificate (Annexure-5)
2.8.3	Should not have been blacklisted by any government department or agency for non-performance or otherwise.	Declaration by the bidder (notarised)
2.8.4	Should not have any legal proceedings pending against the Contractor by any government department or agency.	Declaration by the bidder (notarised)

2.9 One Bid per Bidder

2.9.1 Each bidder shall submit only one bid against this Tender. A bidder who submits more than one Bid (directly or through any other firm in which it has substantial interest) will cause all the proposals with the Bidder's participation to be disqualified.

2.10 Subcontracting of entire Works prohibited

2.10.1 Bidder shall not subcontract the entire scope of Work as per the Contract awarded to the Bidder to any other party. However, subcontracting shall be permitted for

individual packages to different subcontractors for each package, subject to prior approval from Client / Engineer.

2.11 Cost of Bidding

2.11.1 The bidder shall bear all costs associated (Direct and Indirect) with the preparation and submission of this Bid. SHEWings Foundation or Engineer will in no case be responsible and liable for these costs.

2.12 Site Visit

2.12.1 The Bidder, if it desires so, at its own responsibility and cost may visit and examine Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a Contract with respect to the Work. Visiting the Site shall be at the Bidder's own expenses. Nothing shall be payable to bidder on this account.

2.13.1 The set of bidding documents comprises the documents volume II to VI as listed in the Table-1

2.13.2 The Bidder is expected to examine carefully all instructions, Conditions of Contract, forms, terms, and Technical Specifications, Bill of Quantities, Appendix / Annexure and drawings in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the bidder's own risk. Bids, which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

2.14.1 Bidder requiring any clarification with respect to the Tender shall write to the email id info@shewings.com on or before the due date for seeking clarification. Responses will be shared to all Bidders via the online portal or email, including a description of the enquiry but without identifying its source.

2.15.1 The Bidder or his official representative is invited to attend a pre-bid meeting which will take place as indicated in the calendar of Events.

2.15.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

2.15.3 The Bidder may submit any questions in writing to the email id provided.

2.15.4 Minutes of the meeting, including the text of the questions (without identifying the source of enquiry) and the responses given will be transmitted without delay to all Bidders. Any modification of the Bidding Documents listed in Clause 3.15 which may become necessary as a result of the pre-bid meeting shall be made by SHEWings Foundation exclusively through the issue of an Addendum pursuant to Clause 3.18 and not through the minutes of the pre-bid meeting.

2.15.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

2.16.1 Before the deadline for submission of Bids, SHEWings Foundation may modify the bidding documents by issuing addendum.

2.16.2 Any addendum thus issued shall be a part of the Bidding Documents and shall be communicated to the Bidders in such form and manner as may be decided by SHEWings Foundation.

2.16.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, SHEWings Foundation, at its discretion, would extend as necessary the deadline for submission of bids.

2.16.4 Language of the Bid: All documents relating to the bid shall be in the English Language.

2.17.1 The Bids to be submitted by the Bidder shall be categorized as Technical Bid and Financial Bid.

2.18.1 Bidder shall also submit following Documents as part of Bid submission

- (a) Applicant Details: As Per Annexure-1
- (b) Bid Security as specified in this Tender (Annexure 2)
- (c) Undertaking that the Bid shall remain valid for the Bid Validity Period (as per Annexure 3)
- (d) List of Projects successfully executed as per Annexure 4
- (e) Financial Information: As per Annexure- 5

2.19 :

2.19.1 Financial Bid shall comprise of the following:

- (a) Letter of Submission of acceptance (Refer Annexure 8)
- (b) Commercial bid as per the below format

Particulars	Basic cost	Gst	Total Estimated Contract Price
Civil Works	2751694.91	495305.08	32,47,269.437
Sanitary and plumbing works	13788.13	24711.86	162363.47
Electrical Works	274576.27	49423.72	324726.94
Air Conditioning, Water Dispensers & Fans	192372.88	34627.11	227308.86
Fire Fighting	82203.38	14796.61	97418.08
Contingencies	102542.37	18457.62	121773
Total			4180859.40

- (c) Priced Bill of Quantities for Items specified in the BOQ for work as mentioned below:

Note: The item rates are to be quoted excluding of all taxes. Taxes to be shown separately.

- 2.19.2 List of items (please refer Annexure-6). Items for which no rate or price is entered by the Bidder will not be paid for by SHEWings Foundation when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 2.19.3 A Financial Bid without any mention of bid price in the Form of Bid shall be treated as invalid / non-responsive and shall not be considered for evaluation.
- 2.19.4 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates quoted against the BOQ and Total Bid Price submitted by the Bidder. Only GST shall be considered as over and above the Total Bid Price to arrive at Total Price for the Contract.
- 2.19.5 The Contract shall be awarded on an Item Rate Contract basis based on Bill of Quantities (BOQ) to the most competitive Bidder(s) selected as per the evaluation method proposed in this Tender document. The Final Contract Value shall be derived on approved site measurements and the bill rates. The payment shall be adjusted based on the actual quantities as per joint measurement.
- 2.19.6 Considering the need for timely execution of the Contract and to de-risk the Client during the construction period, Client reserves the right to split the Contract among more than one Contractor by awarding the Contract on suitable basis by splitting into 2 different packages. However, the intention of the Client is to award the Contract to a single Bidder subject to least cost bid.
- 2.19.7 There shall be no price escalation or basic price variation payable by the Client for any materials.
- 2.19.8 The Client retains the right for direct sourcing and supply of materials, the basic rate for which would be as per Annexure 6. In case where Client supplies the materials directly, the cost of such materials supplied shall be reduced from the value of the Contract with the successful Bidder. In cases where Client sources the supply for the successful Bidder (and successful Bidder pays for the materials), any variation in the basic price as per Annexure 6 and the actual price paid by the

successful Bidder shall be adjusted in the contract value and same amount shall be credited to client (in case of savings) without any reservation, claims and legal obligations from the Bidder. In case the Client sources the supply of materials and purchase orders are placed directly by the successful bidder and Client pays the supplier for the materials, the contract value shall be adjusted for the quantity supplied at the basic price mentioned in Annexure 6.

2.19.9 The rates and prices quoted by the Bidder shall be fixed and without any escalation till the completion of all projects and shall not be subject to adjustment of rates on any account.

2.20 Payment schedule: Please refer schedule of fiscal aspects

2.21 Currencies of Bid and Payment

2.21.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees, subject to applicable withholding taxes, if any.

2.22 Bid Validity

2.22.1 Bids shall remain valid for a period not less than 30 days after the deadline date for Bid submission specified in the Calendar of Events. A Bid valid for a shorter period shall be rejected by SHEWings Foundation as non-responsive. In case of discrepancy in Bid validity period between that given in the undertaking as per Annexure 3 and Form of Bid submitted by the Bidder, the later shall be deemed to stand corrected in accordance with the former.

2.22.2 In exceptional circumstances, prior to expiry of the original time limit, SHEWINGS FOUNDATION may request that the bidders may extend the period of validity with mutual consent. The request and the bidder's responses shall be made in writing or by email. A bidder may refuse the request without forfeiting his bid security. Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for a period of the extension, and in compliance with provisions relating to Bid Security in all respects.

2.23 Alternative Proposals by Bidders

2.23.1 Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract (Time for completion), basic technical design as indicated in the drawing and specifications. Conditional offer or alternative offers will not be considered further in the process of tender evaluation.

2.24 Format and Signing of Bid

2.24.1 The Bidder shall prepare and submit the Bid via post.

2.24.2 Bid Documents to be submitted in hard copy: All bid documents as per clause 3.13 would be stamped, signed and submitted In Original.

2.24.3 The Hard copy of bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid where entries or amendments have been made shall be initialled by person or persons signing the bid.

2.24.4 The Bid shall contain no alterations or additions, except those to comply with instructions issued by SHEWings Foundation, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

2.25 Deadline for Submission of Bids

2.25.1 Bids shall be submitted by the Bidders within the due date mentioned for submission of offline Bids and hardcopy of Bids as mentioned in the Calendar of events.

2.25.2 SHEWings Foundation may extend the deadline for submission of Bids by issuing an amendment in accordance with Clause 2.16, in which case all rights and obligations of the Client and the Bidders previously subject to original deadline will then be subject to the new deadline.

2.26 Late Bids

2.26.1 Any Bid received late after the deadline prescribed in Clause 2.25 will not be considered.

2.27 Modifications and Withdrawal of Bids

2.27.1 Bidders may modify or withdraw their bids prior to the deadline prescribed in Clause 3.25 in the Online portal or website.

2.27.2 Each Bidder's withdrawal notice shall be prepared, sealed, marked, and delivered, with the outer and inner envelopes additionally marked "WITHDRAWAL", as appropriate.

2.27.3 No bid may be modified after the Deadline for submission of bids except in rectification of arithmetical errors in the Bid submitted.

2.27.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the Bid Validity may result in the forfeiture of Bid Security pursuant to this Tender condition.

2.28 Bid Opening

2.28.1 If the Bid Security furnished does not conform to the amount, form and validity period as specified in this tender document, the bid shall be liable for rejection.

2.29 Subsequent process

2.29.1 Subject to confirmation of the bid security by the issuing Bank, the bid accompanied with valid Bid Security will be taken up for evaluation with respect to the Technical Criteria pursuant to this Tender.

2.29.2 After receipt of confirmation of Bid Security, the Bidder will be asked in writing or email to clarify or modify his technical bid, if necessary, with respect to any rectifiable defects.

2.29.3 The bidders will respond within 7 days of issue of the clarification letter or email.

2.29.4 Immediately, on receipt of these clarifications the Evaluation Committee will finalize the list of bidders, whose financial bids are eligible for consideration.

2.29.5 If, as a consequence of the clarification provided by the Bidder, the Bidder desires to modify their Technical Bid; they will submit the modification to the Technical Bid on the same day of providing the clarifications through provided email. The email shall have clear marking "MODIFICATION TO TECHNICAL BID"

2.29.6 Bidders, at the discretion of the Client, may be allowed to modify the Financial Bid only for errors identified in the Financial Bid. Such modifications to Financial Bid shall be submitted by email clearly marking as "MODIFICATION OF FINANCIAL BID PURSUANT TO ERRORS ONLY" before the Bids are evaluated by the Bid Evaluation Committee of SHEWINGS FOUNDATION.

2.30 Process to be Confidential

2.30.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other person officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence SHEWings Foundation's processing of Bids or award decision may result in the rejection of his Bid.

2.31 Technical Bid Evaluation

2.31.1 Technical Bids shall be evaluated based on following criteria:

Category	Criteria
Experience in similar works	Experience in interior works along with civil, electrical works: (80% marks for minimum 3 such work, 100% for more than 1)
	Experience as lead contractor for at least 1 project of similar nature in last 5 years
	Quality Policy Document / Certification (ISO 9001 or similar)
Work Execution Methodology	Indicative schedule of Work / Work Program
	Quality Management Plan (Method statement for standard items of work, related to civil, interior and electrical work,)
	Standard safety precautions including minimizing disturbances and pollution in an operational hospital environment
Technical Manpower	List of technical manpower along with organizational strength.
Financial Strength	Average Annual Turnover (in last 3 years)- Up to 55 Lakhs
	TOTAL

2.31.2 Bidders shall be considered for financial bid evaluation. In case there are less than 3 Bidders who qualify as per the above criteria, the Client may decide to relax the above criteria at its discretion such that minimum 3 bidders qualify.

2.32 Clarification of Financial Bids

2.32.1 To assist in the examination, evaluation, and comparison of Bids, SHEWings Foundation may, at his discretion, ask any Bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by email, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by SHEWings Foundation in the evaluation of the Bids in accordance with Clause 2.29.

2.32.2 Any effort by the Bidders to influence SHEWings Foundation in the bid evaluation, bid comparisons or contract award decisions may result in the rejection of the Bidders' bid.

2.33 Examination of Bids and Determination of Responsiveness

- 2.33.1 During the detailed evaluation of Bids, SHEWings Foundation will determine and evaluate the Bids by considering: (a) the Technical Criteria; (b) whether the Bid has been properly signed; (c) whether the Bid is accompanied by the required Bid Security; (d) whether the Bid is substantially responsive to the requirements of the Bidding Documents; and (e) the responsiveness of the Bids to priced bill of quantities, technical specification, and drawings.
- 2.33.2 A substantially responsive “Financial Bid” is one, which conforms to all the terms, conditions, and specifications of bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works;
- (b) which limits in any substantial way, inconsistent with the Bidding documents, SHEWings Foundation’s right or the Bidder’s obligations under the contract; or
- (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 2.33.3 If a “Financial Bid” is not substantially responsive, it will be rejected by SHEWINGS FOUNDATION and may not subsequently be made responsive by correction or withdrawals of the non-conforming deviation or reservation.

2.34 Correction of Errors

- 2.34.1 Financial Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
- 2.34.2 Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- 2.34.3 Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 2.34.4 The amount stated in the Financial Bid will be corrected by SHEWings Foundation in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner:
- 2.34.5 If the Bid price increases as a result of this correction, the amount as stated in the Bid will be the ‘Bid Price’ and the increase will be treated as rebate;
- 2.34.6 If the Bid price decreases as a result of this correction, the decreased amount as stated in the Bid will be the ‘Bid Price’.
- 2.34.7 Such adjusted Bid Price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with these Tender conditions.
- 2.34.8 The bid price to be rounded off at grand total amount arrived at after multiplication and summing up from detailed item wise rate and quantities to the

nearest rupee by ignoring paisa below fifty and to next rupee for amount with fifty paisa or more. The ranking in the financial bid/comparative statement shall be based upon the rounded bid price.

2.35 Evaluation and Comparison of Financial Bids

2.36 SHEWings Foundation will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 3.33.

2.37 Marks scored in EOI stage as well as on Technical evaluation will be given weightages as described

2.38 Based on the Technical Bids received, the Bidders shall be evaluated and assigned marks as per the specific Technical Evaluation Criteria as mentioned in clause 3.31above.

2.39 The Financial Bid opening shall be considered for only those Bidders who score minimum of 60 marks as per the criteria given in para 3.31.

2.40 Financial Bid shall be evaluated based on the following:

2.40.1 Priced Bill of Quantities submitted by the Bidder shall be considered for comparison and evaluation of financial bids.

2.40.2 In case Bidder has submitted a conditional bid subject to certain the terms and conditions, the Bid may be summarily rejected by the Client at its discretion.

2.40.3 Client shall consider awarding the contract based on least cost basis amongst the technically qualified Bidders only, either for individual work packages or all work packages together as the case may be. SHEWings Foundation, however, is not obliged to award the Contract to the least cost Bidder or assign any reason whatsoever.

2.40.4 In evaluating the Bids SHEWings Foundation will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- (a) Making any correction for errors, or
- (b) Making appropriate adjustments for any other acceptable variations, deviations.
- (c) Rounding the Bid Price to the nearest rupee

2.40.5 SHEWings Foundation reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Bidding Documents or otherwise results in unintended or unfair benefits shall not be taken into account in Bid evaluation

2.40.6 The estimated effect of the price adjustment conditions under the Condition of Contract, during the period of implementation of the contract, will not be considered in Bid evaluation.

2.40.7 If the Bid of the successful Bidder is seriously flawed in relation to the SHEWings

Foundation's estimate of the cost of work to be performed under the contract, SHEWings Foundation may require the Bidder to produce detailed price analysis for any or all item of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, SHEWings Foundation may require that the amount of the Performance Security set forth in Clause 3.40 be increased at the expense of the successful Bidder to a level sufficient to protect SHEWings Foundation against financial loss in the event of default of the successful Bidder under the Contract.

2.40.8 A Bid containing several items in the Bill of Quantities, which are unrealistically priced low, and which cannot be substantiated satisfactorily by the bidder, may be rejected as nonresponsive.

2.41 Award Criteria

2.41.1 Subject to Clause 3.36, SHEWings Foundation may award the Contract to the Bidder who has scored the minimum required score in the Technical bid and whose commercial bid is considered most competitive. The successful bidder's bid has to be substantially responsive to the requirements as per Clause 2.18.

2.41.2 The work may be awarded to the responsive bidder with lowest price.

2.41.3 SHEWings Foundation may split the contract on package basis.

2.42 Client's right to Accept any Bid and to reject any or all Bids

2.42.1 Notwithstanding Clause 3.37, SHEWings Foundation reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for SHEWings Foundation's actions.

2.43 Notification of Award and Signing of Agreement

2.43.1 The Bidder whose Bid has been accepted will be notified of the award by SHEWings Foundation prior to expiration of the Bid Validity Period by way of Letter of Acceptance communicated through email or other means.

2.43.2 The notification of award will constitute the firming up of the Contract, subject only to the furnishing of a Performance Security in accordance with the provisions of Clause 3.40.

2.43.3 Within 5 days of receipt of the Letter of Award, the successful Bidder will sign the Agreement and deliver it to the Client, for acceptance of the same.

2.43.4 Upon the furnishing of the Performance Security by the successful Bidder, SHEWings Foundation will promptly notify the other Bidders that their Bids have been unsuccessful.

2.44 Performance Security

2.44.1 Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to SHEWings Foundation, a Performance Security in favour of SHEWings

Foundation in any of the form given below for an amount equivalent to 2% (two percent) of the Contract Price

- (a) Bank guarantee in the form given; or
- (b) Fixed deposit in the name of SHEWings Foundation from any Nationalized / Scheduled Commercial bank
- (c) Bank guarantee/RTGS in favour of SHEWings Foundation, Noida

2.44.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee as per format given in Annexure 7, it shall be issued at the Bidder's option, by a Nationalized Indian bank, prepared in non-judicial stamp paper of specified value.

2.44.3 Failure of the successful Bidder to comply with the requirements of Clause 3.40.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

2.45 Dispute Review Experts

2.45.1 Disputes Review Expert under the Contract shall be appointed as mutually agreed, at a daily fee plus reimbursable expense. If the Bidders disagree with this proposal, the Bidders should so state in the Bids.

2.46 Corrupt or Fraudulent Practices

2.46.1 SHEWings Foundation will reject a proposal for award if it believes that the Bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period.

VOLUME -III

GENERAL CONDITIONS OF CONTRACT

3. GENERAL CONDITIONS OF CONTRACT

3.1 Definitions and Interpretations

3.1.1 In construing these conditions, the Specifications, Schedule and Contract Agreement etc. the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires:

- (a) "Employer"/"Client" means SHEWings Foundation, having its corporate office at 4th Floor, C Tower, Opp. HCL Gate no.1, Bhutani TechnoPark sector-127 301313 Noida, Uttar Pradesh and includes its legal successors and assigns.
- (b) "Architect" means the Architect nominated from time to time by the Employer for the purposes of this Contract and includes the Architect's authorized representative notified as such by the Architect to the Contractor.
- (c) "Engineer or Engineer in Charge" means the Project Management Consultants (PMC) appointed by the Employer to act as the Engineer undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- (d) "Sub-Contractor" means a party or parties having a direct contract with the Contractor to whom any part of the Contract has been sublet by the Contractor with the prior approval in writing of the Engineer/Employer.
- (e) "Agreement" or "Contract" means the documents forming the tender and acceptance thereof and the formal agreement executed between the Employer and the Contractor, together with the documents and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- (f) "Tender Documents" shall mean and include the Contractor's Tender Form. The Proforma of Bank Guarantee for Earnest Money Deposit, the Proforma of Bank Guarantee for Performance Security, Notice Inviting Tender, Tender Form and Contract Agreement, General Conditions of Contract, Special Conditions of Contract, Civil Works, Technical Specifications, Bill of Quantities with Detailed Specifications, Environmental, Health & Safety (SHE) Plan, Preliminary Project Construction Schedule, Drawing – Site Location, Drawings Of Architectural & Structural Developments for Civil Works
- (g) "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) by post/courier to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course it would have been delivered.
- (h) "Site" shall mean the land/ or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street 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 of the contract.

- (i) The expression "works" or "work" shall, unless there be something either in the subject or context repugnant to such construction, be constructed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- (j) "Temporary Works" means all temporary works of every kind required in connection with the execution, completion and maintenance of the Works by the Contractor, to be erected and maintained at Contractor's own cost and risk.
- (k) "Specification" means the specifications given in this document including relevant Indian Standard Specification (CPWD Specifications, all volumes with up to date correction slips) where so required and where such a specification is not available, the specification as approved by the Engineer.
- (l) "Drawings" means the drawings prepared by the Architect and referred to, in the Specifications and any modification of such drawings and such other drawings as may be issued by the Engineer from time to time for execution of the works issued by (or on behalf of) the Employer in accordance with the Contract.
- (m) "Materials" means the materials, apparatus, equipment's, fittings, fixtures and all such other material which are incorporated in the 'works'.
- (n) "Constructional Plant" means all appliances or things of whatsoever nature required in connection with the execution, completion and maintenance of the Works or Temporary Works by the Contractor at his own cost and risk but does not include materials or other things intended to form or forming part of and incorporated in the permanent works.
- (o) "Virtual completion" shall mean the Work, according to the Engineer, has been completed in every respect in conformity with the Contract Documents and is ready and fit for the intended purpose, complete with all systems and services having been tested and commissioned and a Virtual Completion Certificate is issued by the Engineer with the concurrence of the Architect and the Owner
- (p) "Defect Liability Period" shall mean the period of six months calculated from the date of virtual completion of the works as certified by the Engineer:
 Any defect, shrinkage, settlement or other faults which may appear within the Defects Liability Period of six months from the date of the virtual completion of the works as certified by the Engineer, arising in the opinion of the Engineer from materials or workmanship not in accordance with the Contract, shall upon the direction in writing of the Engineer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer, upon the Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any monies due to the Contractor, a sum, to be determined by the Engineer equivalent to the cost of amending such work and in the event of the amount retained under Clause relating to Retention Money, hereof being insufficient, recover the balance from the Contractor, together with any expenses, the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub-Contractor employed on the works who has been nominated or approved by the Engineer, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been

subject to the provisions of this Clause. The Contractor shall remain liable under the provisions of this Clause notwithstanding the signing of any certificate by the Engineer. The Contractor will not be responsible for defects arising out of fair wear & tear & damage caused by the Employer's personnel during the use of the building, after being occupied.

- (q) "Tests after Completion" means the tests (if any) which are specified in the Contract and which are carried out in accordance with the provisions of the Particular Conditions after the Works or a Section (as the case may be) are taken over by the Employer
- (r) "Urgent Works" means any urgent works, which in the opinion of the Engineer/Employer becomes necessary at the time of execution and/or during the progress of work to obviate any risk of accident or failure or to obviate any risk of damage to the structures or services or required to accelerate the progress of work or which becomes necessary for safety & security or for any other reason, the Engineer/Employer may find it necessary.
- (s) "Force Majeure conditions" means any event or circumstance which is beyond the reasonable direct or indirect control and without the fault or negligence of the bidder and which results in bidder's inability, notwithstanding its reasonable best efforts, to perform its obligations in whole or in part and may include rebellion, mutiny, civil unrest, riot, strike, fire, explosion, flood, cyclone, lightening, earthquake, act of foreign enemy, war or other forces, ionizing radiation or contamination, Government action, inaction or restrictions, major accidents or an act of God or other similar causes.
- (t) When the words "Approved" "subject to approval", "satisfactory", "equal to" "as directed", "when directed" "determined by", "accepted", "permitted", etc. are used, the approval, judgment, direction etc., implied is understood to be a function of the Engineer and shall have the same effect as if performed by the Employer.
- (u) "Market Rate" means the rate as decided by the Engineer on the basis of cost of materials inclusive of any tax, duty, octroi or such statutory impositions at the time of work and cost of labour at site where the work is to be executed plus the percentage to cover all overheads & profit only in case of work ordered in writing by the Engineer and in such case, the same work shall not constitute the part of Contract Price (based on the quoted rates)
- (v) "Month" means English calendar month.
- (w) "Week" means seven consecutive calendar days.
- (x) "Day" means a calendar day beginning and ending at 00 Hours and 24 hours respectively.
- (y) "Contract Value/Sum" means the total value of the tender as accepted by the Employer calculated on the basis of quoted rates.
- (z) "Contract Price" means the sum set out hereto as the total value of Contract and shall be subject to such additions, substitution thereto or deductions and rebates thereof as the case may be under the provisions hereinafter contained.

3.1.2 Interpretations/Marginal Note/ Heading/ Catch Lines: The Marginal Notes, Headings and the catch lines hereto and in the annexure hereto are meant only for convenience of reference and shall not in any way be considered in the interpretation of these presents and the annexure hereto. The Contractor will have to carry out and complete the said work in every respect in accordance with this contract

3.1.3 Words imparting the singular only also include the plural and vice versa where the context requires.

3.1.4 The language in which the Contract documents be drawn up shall be English only.

3.1.5 Currency: The currency for the proposed contract, including Bid Security/ Performance Security, shall be the Indian Rupees (INR).

3.1.6 Documents Mutually Explanatory:

- (a) Except if and to the extent otherwise provided by the Contract, the provisions of the Conditions of the Contract shall prevail over those of any other document forming part of the Contract. Subject to the foregoing the several documents forming the contract are to be taken as mutually explanatory of one another but in case of ambiguities or discrepancies the same shall be explained and harmoniously interpreted by the Engineer who shall thereupon issue to the Contractor, instructions directing in what manner the work is to be carried out.

3.1.7 Errors, Omissions and Descriptions:

- (a) In case of errors, omissions and/or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications etc., the following order of precedence shall apply:
 - i. Between scaled and written-dimension (or description) on a drawing, the latter shall be adopted.
 - ii. Between the written or shown description or dimensions in the drawings and the corresponding one in the specification, the former shall be taken as correct.
 - iii. Between specifications and drawings, the later shall prevail.
- (b) In case of difference between the amount written in figures and words, the amount in words shall prevail.
- (c) In all cases of omissions and/or doubts or discrepancies in any of the specifications, the Contractor shall make a reference to the Engineer whose elucidation, elaboration or decision shall be final. The Contractor shall be held responsible for any error that may occur in the work due to lack of such reference and precaution.

3.2 Sufficiency of Tender

- (a) The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of his offer for the Works and the amount quoted and accepted by him in the Contract, shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution, completion and maintenance of the Works.

3.3 Contractor's General Responsibilities

- (a) The Contractor shall, subject to the provisions of the Contract, and with due care and diligence, execute complete and maintain the Works, remedy any defects therein in accordance with provisions of the Contract and provide all labour including the supervision thereof, materials, constructional plant and all other things, whether of a temporary or of a permanent nature, required in and for such execution, completion, remedying of any defects and maintenance. The works shall be carried out by the Contractor in strict accordance with the Contract to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instruction and directions on any and all matters whether mentioned in the Contract or not.
- (b) Well in advance to commencement of any part of the work, the Contractor shall promptly notify the Engineer immediately on receipt of information/drawings of any error, omission, fault or any other defect in the design or specifications/drawings for the works which he discovers at post-contract stage only when reviewing the documents or in the process of execution of the works.
- (c) The Contractor shall afford the Engineer and to his authorized representative every facility and assistance for examining the works and materials and checking and measuring works and materials.

- (d) The Contractor shall carry out and complete the works in accordance with good engineering practices and using materials and workmanship of the best quality and standards provided that where and to the extent the approval of the quality of materials or of the standards of workmanship is a matter of opinion, such quality and standards shall be to the satisfaction of the Engineer. Dissatisfaction of quality, standard and workmanship by the Engineer cannot be disputed by the Contractor.
- (e) The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule and Specifications taken together with 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 Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule and Specifications, he shall well in advance to commencement of work refer the same in writing to the Engineer who shall decide and communicate to the Contractor and the Contractor shall follow the same.
- (f) The Contractor is bound to carry out all of works necessary for the completion of the job even though such items are not included in the Schedule/ Specifications. Engineer with the prior consent in writing of the Employer shall issue written instructions to the Contractor in respect of any additional items and their quantities.
- (g) The Contractor must co-operate with the other Contractors appointed by the Employer so that the work shall proceed smoothly to be satisfaction of the Engineer.
- (h) The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the Contract documents and drawings and in compliance of the requirements of the local public authorities and to the requirements/satisfaction/direction of the Engineer and no deviation on any account will be permitted.
- (i) The Contractor shall have to use materials of the makes/manufacturers specified in the list of materials of approved brand and/or manufacture contained in Contract documents. Employer however shall be entitled to change the standards, makes/manufacturers of any items subject to reimbursement of any extra cost involved or to make such material/articles available at its cost any claim applicable deductions from the agreed cost / Contract Value.
- (j) There may be at any time hindrances to the work of the Contractor due to the on-going activities of other agencies which Contractor has to bear without any demur and no claim for time extension or claim for any payment on that account shall be entertained. The Contractor shall, in accordance with the requirements of the Engineer, cooperate with and afford all reasonable opportunities for carrying out work by such other Contractors and their workmen as might be engaged by the Employer, who may be employed in execution on or near the site, of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the Works.
- (k) The approach access to the site and works shall be used by any other Agency engaged by the Employer for the Electrical and other jobs.
- (l) If any part of the Contractor's work depends, for proper execution or result, upon the work of any other Contractor, the Contractor shall promptly report in writing to the Engineer any defects in such work that render it unsuitable for such proper execution and result. His failure to report shall constitute acceptance of other Contractor's work as fit and proper for the reception of his own work, except as to defect, which may develop in the other Contractor's work after the proper execution of his own work.
- (m) The contractor shall not be assigned or sublet any work without the written approval of the Engineer/ Engineer-in-Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or

any of his servants or agent to any public officer or employee of the employer, the contract may be terminate by the employer.

- (n) Where the contractor is a partnership firm, the previous approval in writing of the Engineer/ Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention hereof and the contract may be terminated by the employer.

3.4 Contract Agreement Requirement

- (a) The Parties shall enter into a Contract Agreement within 15 days after the Contractor receives the Letter of Intent, unless they agree otherwise. The Contract Agreement shall be based upon the GCC, SCC annexed to the tender document. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.

3.5 Interpretation

- (a) In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The SHEWings Foundation and Engineer will provide instructions clarifying queries about the Conditions of Contract.
- (b) If sectional completion is specified in the approved schedule of works, references in the Conditions of Contract to the Works, the Completion by any Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended

3.6 Priority of Documents

- (a) The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation. The priority of the documents shall be in accordance with the following sequence. In case of ambiguity, this shall be mutually agreed upon:
 - i. Contract Agreement
 - ii. Letter of Acceptance.
 - iii. Tender.
 - iv. Special Conditions.
 - v. General Conditions.
 - vi. Specifications.
 - vii. Drawings. And
 - viii. Schedules and any other documents forming part of the Contract.

3.7 Compliance with Laws:

The Contractor shall, in performing the Contract, comply with applicable Laws. Unless otherwise stated in the Special Conditions:

- (a) The Employer shall have obtained (or shall obtain) the planning. Zoning or similar permission for the Permanent Works. And any other permissions described in the Specification as having been (or being) obtained by the Employer: and the

Employer shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so: and

- (b) The Contractor shall give all notices. Pay all taxes. Duties and fees. And obtain all permits, licenses and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects: and the Contractor shall indemnify & hold the Employer harmless against and from the consequences of any failure to do so.

3.8 Right of Access to the Site:

The Employer shall give the Contractor right of access to and possession of all parts of the Site. The right and possession may not be exclusive to the Contractor, If Under the Contract, The Employer is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Employer shall do so in the time and manner stated in the Specification. However, the Employer may withhold any such right or possession until the Performance Security has been received

3.9 Ground for With-Holding Payments:

The Client / Project Manager may withhold the whole or part of any compensation due to the Contractor to the extent necessary to protect the Owner from any loss on account of any breach of Contractor's obligations under the Contract / General Terms of Business. When the cause for withholding is rectified, such amounts shall be paid or credited to the Contractor.

3.10 Indemnification

3.10.1 The Contractor shall be responsible for and shall save harmless and indemnify the SHEWings Foundation, the SHEWings Foundation's employees, subcontractors, consultants, officers and directors from and against all losses, costs, charges, damages, suits, claims, expenses (including legal costs on a substantial indemnity basis) and demands of every nature whatsoever, whether or not well- founded, arising out of or by reason of work performed by the Contractor or the Contractor's employees, subcontractors, agents, officers and directors, including without limitation those made or sustained in respect of:

- (a) Claims for bodily injury, including death, and claims asserted by third parties for bodily injury, including death;
- (b) Claims for loss or damage to tangible property, and claims asserted by third parties for loss or damage to tangible property;
- (c) allegations that the operation or use of any Equipment, or any part thereof, infringes any third party's copyright, trade secret, patent, or any other intellectual property right;
- (d) Any breach or alleged breach by the Contractor of any of its obligations, warranties, or representations in the Purchase Order;
- (e) any and all material supplied by the Contractor pursuant to the contract, the use thereof or any alleged defect(s) therein
- (f) Manufacturing defects
- (g) The sale or transportation of any Equipment by the Contractor.

3.10.1 No such claim or action shall be settled or compromised by the Contractor without the SHEWINGS FOUNDATION's prior written consent.

3.11 Settlement of Disputes, Arbitration:

3.11.1 Arbitration will be as follows:

- (a) In case of Dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with the Contract, such disputes or

difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The parties shall make efforts to agree on a sole arbitrator and only if such an attempt does not succeed and the Arbitral Tribunal consisting of 3 arbitrators one **each appointed by the Employer and the Contractor and the third arbitrator to be** chosen by the two Arbitrators so appointed by the parties to act as Presiding Arbitrator shall be considered. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed jointly by the Employer and the Contractor.

- (b) The Arbitration Tribunal shall consist of three Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act a presiding arbitrator. In case of failure of the two arbitrators appointed by both the parties to reach upon consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed jointly by both the Employer and the Contractor.
- (c) Arbitration proceedings shall be held in noida, and the language of the Arbitration proceedings and that of all documents and communications between the parties shall be in English.
- (d) The decision of majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by its party itself.
- (e) The client reserves the right to not to award contract to a bidder who is found to be in legal disputes, or any other strategic agency involved in this program

3.11.2 Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are subject matter of the arbitration proceedings

3.12 **Notice of Default:**

Notice of Default given by either party to the other under this Contract shall be in writing and shall be deemed to have been duly and properly served upon the parties thereto if delivered at the addresses given hereinabove against acknowledgement or by registered mail with acknowledgement due

3.13 **Force Majeure:**

3.13.1 Time and quality being the essence of this contract any delay or nonconformity to any of the contraction obligations shall be treated as a default in the part of the Contractor except in the case of Force Majeure provided the contractor:

- (a) Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the agreement, and
- (b) Has informed the other party as soon as possible about the occurrence of such an event.

3.13.2 Force Majeure may include. But is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) and (b) above are satisfied:

- (a) War, hostilities (whether war be declared or not). Invasion. Act of foreign enemies.
- (b) Rebellion, terrorism. Revolution, insurrection. Military or usurped power, or civil war.

- (c) Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel and other employees of the Contractor and Sub contractors.
- (d) War, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives.
Radiation or radio-activity and
- (e) Natural catastrophes such as earthquake, hurricane or volcanic activity.

3.14 Medical Alerts and Safety Notification

3.14.1 If a medical alert, recall, safety notification, advisory or warning is issued or communicated, at any time, by the Contractor or manufacturer of the Equipment or an Indian recognized reporting agency involving any of the Equipment, delivered to the SHEWings Foundation or is posted on a government or authorized web site, the Contractor shall:

- (a) Communicate the medical alert, recall safety notification, advisory or warning by registered mail, email and by facsimile to the SHEWings Foundation;
- (b) Follow any applicable protocols and requirements authorized by a Governmental Authority; and
- (c) Take all steps necessary to remedy the situation at no cost to the SHEWings Foundation and in a way that is acceptable to the SHEWings Foundation acting reasonably.

3.14.2 The Contractor shall also:

- (a) Inform the SHEWings Foundation of any possible design defect or malfunction condition occurring anywhere in the world with the Equipment, or equipment similar to the Equipment supplied under this Purchase Order, at its earliest possible opportunity, but in no event, more than five (5) days after the Contractor becomes aware of the existence of such a defect or malfunctioning condition; and
- (b) Communicate the situation set out in Section 23 (i) by registered mail, email and by facsimile to the SHEWings Foundation.

3.15 Confidentiality

- (a) All information which the Contractor receives or acquires from the SHEWings Foundation either in writing, orally or through observation of the SHEWings Foundation's operation, or in the course of the Contractor's fulfilling its obligations hereunder, shall be held by the Contractor in confidence at all times and the Contractor shall not use the information unless required by this Purchase Order. Accordingly, the Contractor shall ensure that all recipients of the said information, including the Contractor's own employees, subcontractors, agents, officers and directors assume obligations identical in principle with those which the Contractor assumes under this section.
- (b) In the event the Contractor is required by any applicable law to make disclosure of any such information, the Contractor shall consult with the SHEWings Foundation in advance to the extent reasonably practicable as to the contents and timing of such disclosure in order for the other party to have the opportunity to prevent the disclosure of such confidential information or to obtain a protective order or other remedy. If such protective order or other remedy is not obtained, the Contractor shall produce only that portion of the confidential information that it is ordered to disclose. In the event that any confidential information is disclosed pursuant to the foregoing, it shall not lose its confidential status through such disclosure.

3.16 Intellectual Property Rights

- (a) It is hereby acknowledged and agreed that the Owner / Project Manager has commissioned the Work in connection with the Project and accordingly ownership of all intellectual property rights, including but not limited to property rights in the design and in all Drawings, Specifications and documents prepared by the Architects, the Contractor and any Sub-Contractors or Vendors belongs and shall be assigned solely to the Owner who shall be entitled to deal with the designs, Drawings, Specifications and documents in whole or in part, in any manner in the Owner's sole discretion, directly or through the Project Manager. The Contractor hereby disclaims any right whatsoever on these intellectual property rights in which cases the Owner shall be duly informed in that regard. This intellectual property right entitlement shall extend to any maintenance, repair and renewal, reinstatement and enlargement of the Project. The Contractor / Service provider / Contractor shall ensure that any provisions of this type necessary to protect the intellectual property rights of the Owner / Project Manager are included in all its contracts with Sub-Contractors.
- (b) All communications, whether written or oral, including but not limited to this Contract, its Annexure, Drawings, data sheets, Specifications, bills of material, sketches, calculations, designs and all other materials shall be treated as confidential and shall be the exclusive property of the Owner unless otherwise agreed in writing and must be given to the Owner upon request, but in any event all such materials shall be delivered to the Owner / Project Manager upon termination/expiry of this Contract.

3.17 Publicity

- (a) The Contractor shall not, in any of its advertising or otherwise, indicate that it has supplied or may in the future supply Equipment to the SHEWings Foundation or use the SHEWings Foundation's name for the purpose of advertising or solicitation of business, without the prior written consent of the SHEWings Foundation. No acquisition or use of the Goods by the SHEWings Foundation shall be construed as an endorsement or approval of such Goods. The Contractor shall not use any intellectual property of any SHEWings Foundation, including but not limited to, logos, registered trade-marks, or trade names of any SHEWings Foundation, without the prior written approval of the SHEWings Foundation.

3.18 Non-Waiver

Failure of the SHEWings Foundation to insist upon strict performance of any of the terms and conditions, or to exercise any rights or remedies provided in this Purchase Order or by law, or to properly notify the Contractor in the event of breach, or the acceptance of or payment for any Equipment or approval of design, shall not release the Contractor of any warranties or obligations of this Purchase Order.

3.19 Governing Law

This Purchase Order shall be construed under and governed by the laws of the Indian Government (State & local), or any laws importing that convention shall apply.

3.20 Code of Conduct:

- (a) Any offers, direct or indirect, any illegal payments, remuneration, gifts, donations or comparable benefits to any PMC/Engineer/ SHEWings Foundation employee/ representative, which are intended or perceived to obtain business or uncompetitive favours for the conduct of business, excepting nominal gifts which are customarily given and are of commemorative nature for special events, are strictly prohibited as per the SHEWings Foundation Code of Conduct.
- (b) The CONTRACTOR represent that it does not employ any child labour in the manufacture or supply of goods and services under this contract. The CONTRACTOR represents that it has complied with and shall comply with all rules and regulations of the Child Labour Act (as applicable). SHEWings Foundation shall have the right to terminate the Agreement forthwith in the event the CONTRACTOR does any act or thing which shall contravene any provision the Child Labour Act (as applicable). The CONTRACTOR

shall be liable to SHEWings Foundation for any loss and damage caused to SHEWings Foundation due to failure on the part of the CONTRACTOR due to this. The CONTRACTOR should ensure compliance with the SHEWings Foundation Code of Conduct (SFCOC).

3.21 Claims, Approvals and Payments:

- (a) If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as possible and not later than 7 days after the Contractor became aware or should have become aware of the event or circumstance.
- (b) If the Contractor fails to give notice of a claim within such period of 7 days, the Time for Completion shall not be extended. The Contractor shall not be entitled to additional payment and the Employer shall be discharged from all liability in connection with the claim. Otherwise the following provisions of this Sub-Clause shall apply.
- (c) The Contractor shall also submit any other notices which are required by the Contract and supporting particulars for the claim. All as relevant to such event or circumstance.
- (d) The Contractor shall keep such contemporary records as may be necessary to substantiate any claim either on the Site or at another location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer may after receiving any notice under this Sub-Clause monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all these records and shall (if instructed) submit copies to the Engineer.
- (e) Within 7 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:
 - i) This fully detailed claim shall be considered as interim:
 - ii) The Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed and such further particulars as the Engineer may reasonably require: and
 - iii) The Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance or within such other period as may be proposed by the Contractor and approved by the Engineer.
- (f) Within 7 days after receiving a claim or any further particulars supporting a previous claim or within such other period as may be proposed by the Engineer and approved by the Contractor, the Engineer shall respond with approval. Or with disapproval and detailed comments. He may also request any necessary further. But shall nevertheless give his response on the principles of the claim within such time.
- (g) Each Payment Certificate shall include such amounts for any claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim. The Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

3.22 Right to Audit

The Company / SHEWings Foundation and its authorized representative shall have right to audit and examine all the records pertaining to the Order and might require extract and records of all the documents related to the order in whatever form it may be kept in. The Contractor/ Contractor / Vendor shall provide full support to execute the activities pertaining to the clause.

3.23 Limitation of Liability

Neither Party shall be liable to the other Party for loss of use of any Supply / Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Purchase Order / Contract. Maximum liability to you arising out of this Work Order / Contract regardless of the basis of liability or the form of action, shall not exceed the total price stated in this Work Order / Contract and the accepted Order Value as per the stated terms and conditions

TIME CONTROL

3.24 Schedule Management Plan

- (a) Within 7 days of issue of LOI, the Contractor shall submit to the Engineer for approval a Schedule Management Plan with Baseline Schedule showing the general methods, arrangements, order, timing for all the activities in the Works along with monthly cash flow forecast.
- (b) An update of the Baseline Schedule shall be a Schedule showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities. The Contractor shall submit to the Engineer, for approval, an updated Schedule at intervals of 15 days. If the Contractor does not submit an updated Schedule within this period, the Engineer may withhold part amount from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Schedule has been submitted.
- (c) The Engineer's approval of the Schedule shall not alter the Contractor's obligations. The Contractor may revise the Schedule and submit it to the Engineer again at any time. A revised Program is to show the effect of Variations and Compensation Events.
- (d) The Tenderer should describe their system of Project Scheduling and Monitoring, the extent of Computerization Level of Detailing, Track Methodology etc with the name of Computer Packages and Sample outputs.

3.25 Extension of the Intended Completion Date

- (a) The Engineer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.
- (b) The Engineer shall decide whether and by how much to extend the Intended Completion Date within 7 days of the Contractor asking the Engineer for decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- (c) The Engineer shall within 7 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the Employer his decision. The Employer shall in not more than 7 days communicate to the Engineer the acceptance or otherwise of the Engineer's decision.

3.26 Delays Ordered by the Engineer

The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

3.27 Management Meetings

- (a) Either the Engineer or the Contractor may require the other to attend a management meeting.
- (b) The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- (c) The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting.
- (d) The responsibility of the parties of actions to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting

3.28 Early Warning

- (a) The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work increase the Contract Price or delay the execution of works. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.
- (b) The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

QUALITY CONTROL

3.29 Quality Management Plan

Within the time stated in the Tender Document the Contractor shall submit to the Engineer for approval a Quality Management Plan incorporating the organizational and applicable institutional and Industry standards for construction quality assurance and Quality Control (QA/QC).

3.30 Identifying Defects

The Engineer shall check the Contractor's work and notify the Contractor of any defects that are found. Such checking shall not affect the contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

3.31 Tests

If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it Does, the Contractor shall pay for the test and any samples.

3.32 Correction of Defects

- (a) The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion. The Defects Liability Period shall be extended for as long as defects remain to be corrected.
- (b) Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

3.33 UNCORRECTED DEFECTS

If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

COST CONTROL

3.34 Bill of Quantities

- (a) The Bill of Quantities shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.
- (b) The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

3.35 Change in the Quantities

As mentioned in the Schedule of Fiscal Aspects

3.36 Variations

- (a) All Variations shall be included in updated Schedule of works produced by the Contractor.
- (b) The Engineer shall find out and evaluate all the probable variations in the early period of the contract and submit the same to the employer for approval.
- (c) There cannot be any supplementary items.

3.37 Payments of Variations

- (a) If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of Engineer, the quantity of work or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
- (b) If the Contractor's quotation is unreasonable, the Engineer may order the Variation and make a change to the Contract Price, which shall be based on Engineer's own forecaster of the effects of the Variation on the Contractor's costs.
- (c) If the Engineer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, the Engineer shall allow the contractor to proceed with the work using materials having I.S. marks/ approved brand as specified in the A.P.W.D. S.O.R. obtained from approved dealers of the company. The Engineer shall collect the quotation for himself and assess the cost/ rate of the item considering all aspects and submit the same to the Chief Engineer, for approval.
- (d) The Contractor shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.

3.38 Cash Flow Forecasts

When the Schedule of Works is updated, the contractor is to provide the Engineer with an updated cash flow forecast.

3.39 Monthly Statement Certificates

- (a) The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- (b) The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount after considering, any credit or debit for the month in question in respect of materials for the works in the relevant amounts. The payment will be

made as per the payment mechanism proposed as part of Financial Bid and agreed by the Client and the Bidder subject to the availability of fund.

- (c) The value of work executed shall be determined by the Engineer.
- (d) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- (e) The value of work executed shall include the valuation of variations and Compensation Events.
- (f) The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

3.40 Payments

- (a) Payments shall be made as per the payment mechanism proposed by the Bidder and agreed by the Bidder and Client as part of the award of Contract.
- (b) Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and GST (as applicable), other taxes at source, as applicable under the law, unless otherwise agreed to in writing by the Client as part of the Contract. The Employer shall pay the Contractor as per the agreed payment mechanism computed based on the amounts certified by the Engineer within a reasonable time subject to the availability of fund. The Engineer/ Employer shall not delay the payment unreasonably (i.e., without valid reasons), if fund is available.
- (c) If an amount certified is increased in a later certificate as a result of an award by the Adjudicator or an Arbitrator, the contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- (d) Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

3.41 Compensation Events

3.41.1 The following are Compensation Events unless they are caused by the Contractor:

- (a) The Employer does not give access to a part of the Site as per approved schedule of works.
- (b) The Employer modifies the schedule of other contractors in a way, which affects the work of the contractor under the contract.
- (c) The Engineer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
- (d) The Engineer does not approve of a subcontract to be let, within 15 days.
- (e) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (f) Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the contract, and they cause delay or extra cost to the Contractor.
- (g) The effect on the Contractor of any of the Employer's risks.
- (h) The Engineer unreasonably delays issuing a Certificate of Completion.
- (i) Other Compensation Events listed in the schedule of Fiscal Aspects or mentioned in the Contract.

3.41.2 If compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Time, the Date, the Contract price shall be

increased and /or the Intended Completion Date is extended. The Engineer shall decide whether and by how much the Contract Price and completion date shall be extended.

3.41.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor, it is to be assessed by the Engineer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Engineer shall adjust the Contract Price based on Engineer's own forecast. The Engineer will assume that the Contractor will react competently and promptly to the event.

3.41.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer.

3.42 Tax

The rates quoted by the Contractor shall be deemed to be inclusive of taxes as applicable that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

3.43 Retention

Subject to the Payment Mechanism agreed between the Contractor and the Employers, the Employer shall retain 5% of the certified work done from each payment from the Contractor stated in the Contract agreement until Completion of the whole of the Works.

On Completion of whole of the Works total amount retained is repaid to the Contractor when the Defects Liability Period as defined in clause 4.2 has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.

On completion of the whole works, the contractor may substitute retention money with an "on demand" Bank guarantee.

3.44 Liquidated Damages

- (a) The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Schedule of Fiscal Aspect. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.
- (b) If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.
- (c) If the contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Schedule of Fiscal Aspects. as Liquidated damages for such default and not as penalty for every day or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the schedule of Fiscal aspects.
- (d) The employer may without prejudice to any other method of recovery deduct the amount of such damages from any monies due or to be due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works or from any other of his obligations and liabilities under the contract.
- (e) On attaining maximum limit of liquidated damage by the contractor the Engineer may cancel the work within 7 days' notice and balance work will be completed by the client through other agency at the risk & cost of the contractor.

- (f) If, before the Time for Completion of the whole of the Works or, if applicable, any Section, a Taking – Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

3.45 Securities

The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer and denominated in Indian Rupees. The Performance Security shall be valid until a date, 28 days from the date of expiry of Defects Liability Period and issue of the certificate of completion.

3.46 Cost of Repairs

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

3.47 Completion

The Contractor shall request the Engineer to issue a Certificate of Virtual Completion of the Works and the Engineer will do so upon deciding that Work is completed.

3.48 Taking Over

The Employer shall take over the Site and the Works within seven days of the Engineer issuing the Virtual Completion Certificate.

3.49 Final Account

The Contractor shall supply to the Engineer a detailed account of the total amount that the contractor considers payable under the Contract before that and of the Defects Liability Period. The engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 15 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate, within 15 days of receiving the Contractor's revised account.

3.50 Handing Over Reports and Documents

A handing over report including "As-built" Drawings, operating and maintenance manuals, Training Manuals, recommended list of Spare parts, software, soft keys etc shall be submitted by the contractor by the dates mentioned in the approved schedule of works.

If the Contractor does not supply above by the stipulated dates, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the schedule of Fiscal aspects from payments due to the Contractor.

3.51 Termination

3.51.1 The Employer or the contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. Fundamental breaches of contract include, but shall not be limited to the following:

- (a) The Contractor stops work for 15 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Engineer.
- (b) The Engineer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 28 days.

- (c) The Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) A payment certified by the Engineer is not paid by the Employer to the Contractor within 56 days of the date of the Engineer's certificate;
- (e) The Engineer gives notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (f) The contractor does not maintain a security, which is required;
- (g) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid; and
- (h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.51.2 For the purpose of this paragraph: "corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a is representation of facts in order to establish bid prices at artificial non-competitive levels and to deprive the Borrower and includes collusive practice among Bidders (prior to or after bid submission designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

3.51.3 When either party to the Contractor gives notice of a breach of contract to the Engineer, the Engineer shall decide whether the breach is fundamental or not.

3.51.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

3.51.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

3.52 **Payment Upon Termination**

- (a) If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less GST (as applicable), Forest Royalty & other taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Schedule of Fiscal Aspects. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- (b) If the contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the cost of balance material brought by the contractor and available at site, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less GST (as applicable), Forest Royalty & other taxes due, to be deducted at source as per applicable law.

3.53 **PROPERTY**

All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's defaulted.

VOLUME -IV

SPECIAL CONDITIONS OF CONTRACT

4. Special Conditions of Contract

4.1 About the Project

Work of includes Civil, Interior and MEP works. The Project scope includes of this facility as specified in the technical documents and the BOQ.

4.2 Schedule of Fiscal aspects

Sl. No.	Description	Remarks
	Contract Price	As per final agreed contract price
	Sequences of Payments	Mobilisation Advance: Mobilisation advance if required, shall be maximum to the limit of 10% of contract value and shall have to be furnished in form of bank guarantee in the prescribed format . The mobilization advance can only be availed of by the Contractor only on happening of the following sequence of event: i. Issuance of LOA ii. Possession of site and initiate mobilization in the site iii. Arrangement of Labour License and statutory licenses/ permission from government/ local bodies. iv. Submission of Bank Guarantee of equal amount in prescribed Format. Payment on Virtual Completion: 80% Payment shall be made after Virtual Completion of all the packages and to be certified by SHEWings Foundation / PMC. Final Payment: 20% Final payment shall be made after handing over the packages with all necessary drawings and documents and to be certified by SHEWings Foundation / PMC.
	Payment Schedule	To be paid as follows: Mobilization Advance: Within 3 days after issuance of LOA. Payment on Virtual Completion: Within 5 days after submission of Invoice. Mobilization advance shall be adjusted from the invoice before payment. Final Payment: Within 15 Days after handing over of all drawings and documents. Any disputed payment will be subject to Clause 4.11 for dispute resolution and the Employer shall not pay any disputed amounts till the determination of the payment dispute.
	Retention Money	Unless the Contractor has provided a Retention Money Security in the format annexed hereto as Annexure 7 for an amount equal to 5% (five percent) of the Contract Price, the Employer shall be entitled to retain such monies of the gross amount of invoice till the amount so retained by the Employer reaches 5% (five percent) of the Contract Price.

	Performance Security	The Contractor is required to furnish security against performance, either as (i) an unconditional irrevocable bank guarantee as Performance Bank Guarantee and in the format in Annexure 7a; or (ii) a fixed deposit receipt, both for an amount equal to the 5% (five per cent) of the Contract Price; within 7 (seven) days of the date of issuance of the Work Order, with a validity extending up to the date of expiry of the Defects Notification Period with a claim period of 60 (sixty) days beyond validity;
	Defect Liability Period	The Defects Notification Period shall be for 6 (six) months after Completion Certificate, unless extended in accordance with the Contract.
	Change in Tax	If, after the Base Date there is an unforeseeable introduction of or change in Laws, ordinances, statutes, rules, regulations, orders or decrees relating to Taxes (but excluding changes to Tax laws where such Taxes are based upon Contractor's inventory, income, profits/losses or cost of finance) which become effective after the Base Date and in the determination of the Employer, has a direct impact on Contract Price, affecting the costs and expenses of the Contractor, the Contract Price shall be correspondingly increased or decreased to the extent that the Contractor is affected in the performance of any of its obligations under the Contract, in accordance with the provisions of Clause 38.
	Labour Cess	The Client will pay contractor only for the value of contract finally agreed. Any Labour cess shall be paid by the contractor directly. If the Client is required to pay any labour cess, the same will be deducted from the RA bills and remitted to the regulatory authority.
	Liquidated Damages	For failure of the Contractor in complying with the Time for, the Contractor shall pay to the Employer damages for delay calculated at the rate of 1% (one per cent) of the Contract Price attributable to the unfinished value of work, subject to a maximum of five per cent (5%) of the Contract Price, between the relevant Time for Completion and the date stated in the Completion Certificate.
	Insurances	The Contractor is required to provide the following insurances: CAR Policy Third Party Liability Insurance Workmen's Compensation in accordance Professional Indemnity Insurance
	Price Escalation	None
	List of items of work and civil works	As per Annexure-6

	Extra Items- Non BOQ	Extra Items- Non BOQ item shall be computed as follows: a) The rate of extra items and deviation items beyond the permissible limit will be worked out at market rates prevailing at the time of commencement of execution of these items. The final rate to be considered shall be the lower of (i) latest Noida PWD rate if available or CPWD rate wherever DSR is not
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		available and / or (ii) market rate arrived based on 3 competitive quotations and (iii) Cost of materials incl. consumables + Wastage + tools & plants + labour cost + 15% for Overheads and Profit +Labour Cess +GST b) Wastage shall be as agreed between client and contractor on a case to case basis c) Labour cess shall be as applicable
	For Substituted items	For substituted items, the BOQ item rate of the original item will be adjusted for the difference in rates of original and substituted items. The rate to be considered for substituted items shall be the lower of (a) latest Noida PWD rate if available or CPWD rate wherever DSR is not available and / or (b) market rate arrived based on 3 competitive quotations.
	Increase or Decrease in BOQ items upon final measurement	Contractor shall be paid on actual quantities based on measurement for each line item in the BOQ for variation up to 25% decrease or increase in the BOQ items covered in the Work Order. For deviations more than 25% of the quantities in the Work Order, the procedure for Extra Items shall apply.

4.3 Taxes, Duties and Other levies

Without prejudice to stipulations in general conditions of contract, the tenderer should quote prices inclusive of GST (as applicable), Forest Royalty and other taxes as applicable on works contract and other levies. GST (as applicable), Forest Royalty and other taxes and levies, cess etc. shall be deducted as per existing Govt. rules.

4.4 Time Schedule

- (a) Time is the essence of the Contract. The work shall be executed strictly as per the Time-Schedule. Please refer clause 2.3 for details.
- (b) Any time extension beyond the completion period shall be at the discretion of the Client without prejudice to levy of liquidated damages for delay in Completion

4.5 Overall Project Schedule

- (a) The Contractor shall submit within 2 (Two) days of Letter of Intent, a sufficiently detailed overall Project schedule (in Microsoft Excel) indicating the inter relationship / inter dependence between various events and tasks.
- (b) The Project Schedule will be reviewed and approved by the Engineer and the comments if any shall be incorporated in the network before issuing the same for implementation. The Project Schedule thus finalized shall form part of the Contract

Document and the same shall not be revised without prior permission from the Department during the entire period of the contract.

- (c) The Contractor shall also submit one quality assurance plan incorporating applicable quality standards.
- (d) Progress Measurement Methodology: The Contractor is required to submit within two weeks of award of work, the methodology of progress measurement of planning, designing, execution, Long Lead Items Procurement, sub-contracting, and commissioning of works and the basis of computation of overall services/ physical progress informed. SHEWINGS FOUNDATION reserves the right to modify the methodology in part or in full.
- (e) The Contractor shall prepare detailed functional schedule in line with network for functional monitoring and control and submit scheduled progress curves for each function viz., Planning, Designing, Execution, Ordering, Delivery and Commissioning.

4.6 Project Review Meetings

The Bidder shall present the program and status at various review meetings as required.

A. Weekly Review Meeting:

Level of Participation: SHEWINGS FOUNDATION, Engineer, Contractor, Consultants and their representatives as may be required.

Agenda:

- a. Progress status/statistics.
- b. Completion outlook.
- c. Major Hold Ups/Slippages.
- d. Assistance Required.
- e. Critical Issues
- f. Depts. Query/Approval.
- g. Progress Updating.

Weekly and Daily review meetings would be conducted based on Engineer's instructions.

4.7 Progress Reports

This report shall be submitted on a monthly basis within ten calendar days from cut-off date as agreed upon, covering overall scenario of the work. The report shall include but not be limited, to the following:

- (a) Brief Introduction of the Work.
- (b) Activities Executed/Achievements during the Week.
- (c) Schedule v/s actual cumulative percentage progress and progress curves for sub-contracting and overall and quantum wise status of purchase orders against schedule.
Areas of Concern /Problem/ Hold Ups, Impact and action plans.
- (d) Resources deployment status.
- (e) Annexure giving summary for materials requirements and deliveries, sub-contracting and construction.
- (f) Daily and Weekly reports, as instructed by the engineer, would be submitted in a format prescribed by the Engineer.

4.8 Price Schedule with Price Bid

The rates of price bid shall be read in conjunction of special conditions of contract, General Conditions of Contract, Scope of Work, Technical Specifications, Drawings and any other document forming a part of this contract.

All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc., shall be deemed to be included in the rates quoted and no separate payment on account of such expenses shall be entertained.

4.9 Measurement of Work

4.9.1 In addition to the provisions of Clause of the General Conditions of Contract and associated provisions thereof the following provisions shall be applicable:

- (a) Payment will be made on the basis of joint measurements, taken by contractor and certified Engineer-In-Charge. Measurement shall be based on the basis of approved drawings for construction to the extent that the work conforms to the drawings and details are adequate.
- (b) Wherever work is executed based on instruction of Engineer or details are not adequate in the drawings, physical measurement shall be taken by the contractor in the presence of authorized representatives of Engineer.

Measurements shall be taken over finished surface in all cases

4.9.2 The Engineer shall, except as otherwise stated, ascertain and determine by Joint measurement along with the Contractor the value in terms of the contract of work done in accordance with the Contract. He shall, when he requires any part or parts of the works to be measured, give notice to the contractor's authorized agent or representative who shall forthwith attend or send a qualified agent to assist the Project Manager in such measurement and shall furnish all required by either of them. Should the contractor not attend or neglect or omit to send such agent, then the measurement made by the Project Manager or approved by him shall be taken to be the correct measurement of the work.

4.9.3 For the purpose of measuring such permanent work as is to be measured by records and drawings, the Engineer may prepare records and drawings periodically of such work, and the contractor, as and when called upon to do so in writing shall, within 14 days, attend to examine and agree such records and drawings with the Engineer and shall sign the same when so agreed. If the contractor does not so attend to examine and agree such records and drawings, they shall be taken to be correct. If, after examinations of such records and drawings, the contractor does not agree the same or does not sign the same as agreed, they shall nevertheless be taken to be correct, unless the contractor shall, within 14 days of such examination, lodge with the Engineer, for decision by the Engineer, notice in writing of the respects in which such records and drawings are claimed by him to be incorrect.

4.10 Labour

- (a) If the contractor is covered under the contractor Labour (Regulation and Abolition) Act, Contractor shall obtain a license from licensing authority by payment of necessary prescribed fees and deposit, if any, before starting the work under the contract. Such fee / deposit shall be borne by the contractor.
- (b) The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the contractor on the Site and such other information as the Engineer may require.
- (c) The Contractor shall, unless otherwise provided in the Contract, make his own arrangements of the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

4.11 Compliance with Labour Regulations;

- (a) During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made hereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.
- (b) The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Client at any point of time

4.12 Statutory Approvals

The Bidder shall be solely responsible for obtaining all necessary approvals, clearances, permissions (including labour licenses) and certificates for start and completion from statutory authority / other agencies as per Law of India required for construction activities. It shall also be the sole responsibility of the Bidder to obtain all approvals, certificates, clearances and permissions etc. at the time of handing over the buildings and infrastructure during the currency of this contract. All necessary support required for obtaining these permissions, certificates, approvals, clearances, permissions, etc. shall be provided by the Client through their Local/Liaison Consultant.

4.13 Standards

4.13.1 Materials shall be supplied in brand new conditions and work shall be carried out in conformity with specifications herein and Indian Standard Codes and other applicable codes.

4.13.2 The work shall also conform to the requirements and regulations as may be applicable from time to time including but not limited to the following:

- (a) Statutory and Regulatory Compliances
- (b) Indian public health standards for hospitals
- (c) National Building Code
- (d) Fire Safety Compliances

4.14 Construction Power, and water

Arrangement, including necessary local authorities' approvals, of water and electric power required by the contractor for the works shall be made by him at own cost.

4.15 Provision of Required Space for Site Camp

- (a) Land may or may not be available adjacent to the site for setting up of contractor's site camp and other infrastructure like batching plant, bar

bending plant etc. and it is the responsibility of the contractor to set up the site office.

4.16 Utilisation of Local Resources

The Contractor shall maximize the employment of local labour, skilled and/or unskilled, to the extent available. In case of any part or parts of the work is /are sub-contracted, the contractor shall ascertain availability of and endeavour to employ the local sub-contractors.

The contractor shall, however, be responsible for maintaining quality of works and adherence to time schedule as per the requirements specified in the agreement.

4.17 Co-ordination with Agencies

The work shall be carried out in such a manner that the work of other agencies working out at the site is not hampered due to any action of the Contractor. The Contractor will be responsible for ensuring proper coordination with other agencies. In the event of any dispute between the contractor and any other agency employed at or about then job site arising out of or related the performance of work, the decision of Engineer-In-Charge shall be final and binding on the contractor.

4.18 Urgency of Work

The work being of very urgent nature shall be carried out with all efforts by the Contractor to complete it in all respects within the stipulated time of completion. The progress of the work as shown in work program shall be continued, by the Contractor even if any dispute arises between the Contractor and SHEWINGS FOUNDATION on any matter connected with the work and contractor approaches legal authority for settlement of the dispute, on being not satisfied with the decision of SHEWINGS FOUNDATION on the matter of dispute. The continuation of progress of the work should not be hampered in any case by both parties and order given by legal authority on matter of dispute shall be binding on the parties.

VOLUME -V

DRAWINGS, TECHNICAL SPECIFICATIONS AND OTHER TECHNICAL DOCUMENTS

VOLUME-VI BILLS OF QUANTITIE

VOLUME -VII

ANNEXURES

Annexures

- Annexure 1: Applicant details
- Annexure 2: Bid Security Bank Guarantee Format
- Annexure 3: Bid Validity Undertaking Format
- Annexure 4: List of projects executed
- Annexure 5: Financial Information
- Annexure 6: Basic Price Material List
- Annexure 7: Bank Guarantee Formats
- Annexure 8: Declaration No - Blacklisting
- Annexure 9: Declaration of Legal processor
- Annexure 10: Letter of submission of Acceptance

Annexure 1: Applicant's Details

1. Organization Details	
1.1. Full Name	
1.2. Legal Status (firm/company, etc)	
1.3. Jurisdiction of Incorporation	
1.4. Year of incorporation / registration	
1.5. Registration Number	
1.6. Registered Address	
2. Mention the document authorising the Signatory (copy of the document of authorisation to be provided)	
3. Tax Registration Details	
3.1. GST	
3.2. Income Tax	
4. Contact Person for this Proposal	
4.1. Name	
4.2. Address for Courier	
4.4. Mobile Phone	
4.6. E-mail Address	

Annexure 2: Bid Security (Bank Guarantee)

WHEREAS, _____ (hereinafter called "the Bidder", is being submitted his Bid dated 08/06/2026 for the construction of CIVIL, INTERIOR, & MEP WORKS FOR CANCER SCREENING & OPD CENTER AT NOIDA, GAUTAM BUDDHA NAGAR, UTTAR PRADESH [name of Contract hereinafter called "the Bid"].

KNOW ALL PEOPLE by these presents that We _____ [Name of Bank] of INDIA [Name of country] having our registered office at _____ [hereinafter called "the Bank"] are bound unto Shewings Foundation [name of Employer hereinafter called "the Employer"] in the sum of ₹ 20,900 for which payment well and truly to be made to the said Employer the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of, 20..

THE CONDITIONS of this obligation are:

- a) If the Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
- b) If the Bidder does not accept the correction of the Bid Price, pursuant to correction of errors; or
- c) In case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - i) Sign the Agreement; or
 - ii) Furnish the required Performance security.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to occurrence of any of the three conditions.

This Guarantee will remain in force up to and including the date _____ days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE: SIGNATURE:

WITNESS: SEAL:

[Signature, Name and Address]

Note1: The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as mentioned in this Tender document.

Note2: 60 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

Annexure 3: Undertaking (For validity of the Bid)

To,
The Director,
Shewings
Foundation, Noida
Uttar Pradesh

I, the undersigned do hereby undertake that our firm M/s _____ agree to abide by this bid for a period of 60 days for the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

(Signed by an Authorised Officer of the firm)
PROPRIETOR

Annexure 4: List of Projects Executed

	Project Name	Brief Scope of Work	Final project Value
4A	List of projects		

Annexure 5: Financial Information- (CA Certificate Format)

On the letter head of Chartered Accountant/Statutory Auditor with **UDIN**

We have verified the Audited Financial statements and other documents of Maa Durga Construction pertaining to the financial year 2022-2023, 2023-2024, 2024-2025. Based on our verification of the aforesaid statements and records, we certify that the following details are true to the best of our information and according to the explanation given to us.

(Amount in INR)

Financial Information	Financial Year			Average
	2022-23 Audited	2023-24 Audited	2024-25 Audited	
Total Annual Turnover from Construction Business				
Profit Before Tax				
Profit After Tax				

The average of the highest three annual turnover as mentioned above of

Annexure 6: List of Item of Work & Civil Works

Sl.No.	Item of Work
1	EARTH WORK / DISPOSAL OF MALBA
2	CONCRETE WORK
3	BRICK/ BLOCK WORK or PARTITION WORKS
4	WOOD WORK
5	FLOORING WORK
6	ROOFING WORKS
7	FINISHING WORK
8	WATER PROOFING
9	MISCELLANEOUS
10	LANDSCAPE AND BEAUTIFICATION
11	DISMANTLING AND DEMOLISHING
	SUB-TOTAL AMOUNT- CIVIL WORKS
	PLUMBING & SANITARY WORKS
	FIRE-FIGHTING WORKS
	ELECTRICAL WORKS
	HVAC WORKS
	MEDICAL EQUIPMENTS WORKS
	Contingencies

Annexure 7a: Performance Security (Bank Guarantee)

To
Director,
SHEWings Foundation
4th floor, C-403, Tower-C, Bhutani TechnoPark Opp.HCL
Gate 1, Noida – 201313,
Uttar Pradesh

WHEREAS, _____ has undertaken, in pursuance of Contract no. Dated _____
After 7 days_ to execute CIVIL, INTERIOR, & MEP WORKS FOR CANCER SCREENING &
OPD CENTER AT NOIDA, GAUTAM BUDDHA NAGAR, UTTAR PRADESH. **AND WHEREAS**
it has

been stipulated by you in the said Contract that the Contractor shall furnish you with a
Bank Guarantee by a recognized bank for the sum specified therein as security for
compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you
on behalf of the Contractor, up to a total of 20,900 [Twenty One Thousand rupees only],
such sum being payable in types and proportions of currencies in which the Contract Price
is payable, and we undertake to pay you, upon your first written demand and without
cavil argument, any sum or sums within the limits of 20,900 as aforesaid without your
needing to prove or to show grounds or reasons for your demand for the sum specified
therein.

We hereby waive the necessity of your demanding the said debt from the contractor before
presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the
Contract or of the Works to be performed there under or of any of the Contract documents
which may be made between your hand and the Contractor shall in any way release us
from any liability under this guarantee, and we hereby waive notice of any such change,
addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the guarantor_____Name of Bank_Address_____Date_____

Annexure 7b: Bank Guarantee for Advance Payment

To
Director,
SHEWings Foundation
4th floor, Tower-C, Bhutani TechnoPark Opp. HCL Gate 1, Noida – 201313, Uttar Pradesh

Gentlemen:

In accordance with the provisions of contract, clause [●] ("Mobilization Advance") of the above mentioned Contract, shall deposit with SHEWings Foundation a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of [amount of Guarantee] Rs. 20,900/- Rupees Twenty One Thousand rupees only.

This guarantee shall come into effect when the advance payment referred herein above shall be received by the contractor in his bank account number with

.....

We, the , as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as surely merely, the payment to the Employer on his first demand without whatsoever right of obligator on our part and without his first claim to the Contractor, in the amount not exceeding Rs. 20,900/- Rupees Twenty One Thousand only.

We further agree that no change or addition to or other modification of the terms of the Contractor or Works to be performed there under or any of the Contract documents which may be made between SHEWings Foundation and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until SHEWings Foundation receives full repayment of the same amount from the Contractor.

The total amount of this guarantee shall be progressively reduced by the amounts repaid by the contractor. However, any such reduction will be done by way of an amendment at the written request of the contractor and confirmed by the Employer on their sign verified letterhead.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs 20,900/-
2. This Bank Guarantee shall be valid up to
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before at (Bank address) and we shall be relieved thereafter from all liabilities under this bank guarantee even if the original bank guarantee is not returned to us for cancellation.

Yours Truly,
Signature and Seal

Name of Bank/ Financial Institution:

Address:

Date:

** An amount shall be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in Indian Rupees*

Annexure 7c: Retention Money Bank Guarantee

To
Director
SHEWings Foundation
4th floor, Tower-C, Bhutani TechnoPark, Opp. HCL Gate no.1, Noida – 201313, Uttar Pradesh

WHEREAS, _____ has undertaken, in pursuance of Contract no. _____
Dated After 7 days to execute **CIVIL, INTERIOR, & MEP WORKS FOR CANCER
SCREENING & OPD CENTER AT NOIDA, GAUTAM BUDDHA NAGAR, UTTAR
PRADESH.**

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum According to the said contract, the employer has undertaken to make the balance payment of Rs.

Being the % of the supply portion/Erection Portion/contract value against issuance of Retention Money Guarantee by a Bank for % of the value of the supply portion/erection portion/contract value specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of 20,900[Twenty One Thousand rupees only], such sum being payable in types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil argument, any sum or sums within the limits of Rs20,900 as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between your hand and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until expiry of the Defect Liability Period or 1 year(expiry date) whichever is earlier.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs 20900.

2. This Bank Guarantee shall be valid up to _____

3. We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only and only if you serve upon us a written claim or demand on or before _____ (Address) and we shall be relieved thereafter from all liabilities under this bank guarantee even if the original bank guarantee is not returned to us for cancellation.

Signature and Seal of the Guarantor

Name of Bank _____

_____ Address

_____ Date _____

ANNEXURE -8
DECLARATION

(To be submitted on the Bidder's Letterhead)

To,
The Director
SHEWings Foundation
C- 403,4th Floor, Tower C, Bhutani Techno Park,
Sector 12, Noida, Gautam Buddha Nagar, Uttar Pradesh - 201313

Subject: Declaration regarding Non-Blacklisting / Debarment / Suspension / Ineligibility

I/We, _____ (Name of the Bidder/Firm/Company),
having _____ its _____ registered _____ office _____ at _____,
do hereby
solemnly declare and confirm the following:

1. That I/We have not been blacklisted, debarred, suspended, or declared ineligible by any Central Government Department, State Government Department, Public Sector Undertaking (PSU), Local Body, Autonomous Body, or any other Government/Semi-Government/Statutory Authority in India, as on the date of submission of this tender.
2. That no criminal case, vigilance inquiry, or investigation is pending against me/us or any of my/our partners/directors in connection with any tender, contract, or business dealings with any Government Department or Public Sector Undertaking.
3. That my/our firm/company, or any of its proprietors/partners/directors, has not been convicted by any court of law for any offence involving moral turpitude, fraud, corruption, or breach of contract in connection with any business dealing.
4. That in case any information furnished above is found to be false, incorrect, or misleading at any stage, the tendering authority shall have the right to reject my/our bid, cancel the contract (if awarded), forfeit the Earnest Money Deposit/Performance Security, and take any other action as deemed fit, including blacklisting, without any notice or compensation to me/us.
5. That I/We undertake to inform the tendering authority immediately in writing if, at any time during the currency of the contract, I/we am/are blacklisted, debarred, suspended, or declared ineligible by any Government/Semi-Government body.

I/We hereby confirm that the above declaration is true and correct to the best of my/our knowledge and belief.

For and on behalf of:

Name of the Firm/Company: _____

Name of Authorized Signatory: _____

Designation: _____

Address: _____

Contact No.: _____

Email: _____

Signature: _____

Seal / Stamp of the Firm:

Date: _____

Annexure - 9

DECLARATION

(Regarding No Pending / Initiated Legal Proceedings by any Government Department or Agency)

To,
The Director
SHEWings Foundation
C- 403,4th Floor, Tower C, Bhutani Techno Park,
Sector 12, Noida, Gautam Buddha Nagar, Uttar Pradesh - 201313

Subject: Declaration regarding no legal proceedings by any Government Department/Agency submitted in respect of Tender.

Sir,

I / We, the undersigned, being the authorised signatory / proprietor / partner / director of the firm/company named below, do hereby solemnly affirm and declare as follows:

1. That there is no legal proceeding, litigation, arbitration, inquiry, investigation or prosecution pending, initiated, or contemplated against the firm/company, its proprietor/partners/directors, by any Government Department, Ministry, Public Sector Undertaking, Statutory Body, Regulatory Authority, or Agency of the Central or State Government, in any court of law, tribunal, or quasi-judicial forum in India.
2. That the firm/company has not been blacklisted, debarred, or declared ineligible by any Government Department or Agency from participating in tenders/contracts as on the date of this declaration.
3. That no criminal case, FIR, or chargesheet is pending against the firm/company or its proprietor/partners/directors in relation to any contract executed with, or work carried out for, any Government Department or Agency.
4. That in the event any information furnished in this declaration is found to be false, incorrect, or misleading at any stage, the firm/company shall be liable for disqualification, forfeiture of Earnest Money Deposit/Security Deposit, termination of contract, and/or any other action as deemed fit by the Tender Inviting Authority, in accordance with applicable rules and law.

This declaration is submitted in good faith and to the best of my/our knowledge and belief, for consideration along with the tender/bid documents.

Yours faithfully,

Annexure - 10

LETTER OF SUBMISSION OF ACCEPTANCE

(To be submitted on the Letterhead of the Bidder/Contractor)

Date: _____

To,
The Director,
SHEWings Foundation
C – 403,4th Floor Tower C, Technopark Plot no-5
Sector 127, Noida, G.B.Nagar,
U.P- 201313

Subject: Submission of Confirmation Acceptance of the Tender details for Construction CIVIL, INTERIOR, & MEP WORKS FOR CANCER SCREENING & OPD CENTER OF SHEWINGS FOUNDATION AT NOIDA, GAUTAM BUDDHA NAGAR, UTTAR PRADESH

Sir/Madam,

With reference to the above-cited Letter of Award/Work Order issued in our favour for the subject work/contract, I/we hereby submit our unconditional acceptance of the same, along with all terms, conditions, specifications, scope of work, and prices contained therein and in the tender/bid documents.

I/We confirm and undertake as follows:

1. I/We accept the Letter of Award/Work Order in full, without any reservation, condition, or qualification.
2. I/We shall execute the formal Agreement/Contract, as and when called upon to do so, within the time specified by the Department/Authority.
3. I/We shall submit the Performance Security/Security Deposit in the prescribed form and amount within the stipulated time period.
4. I/We shall commence and complete the work/supply/service strictly within the time schedule stipulated in the Letter of Award/Work Order and tender documents.
5. I/We understand that non-compliance with the terms of acceptance within the stipulated time shall render this acceptance liable to be treated as forfeited, and the Department/Authority shall be free to take action as deemed fit, including forfeiture of Earnest Money Deposit and/or blacklisting, as per applicable rules.

This letter of acceptance is submitted voluntarily and in good faith for your kind record and further necessary action.

Thanking you,

Yours faithfully,

Signature: _____

Name of Signatory: _____

Designation: _____

Name of Firm / Company: _____

Address: _____

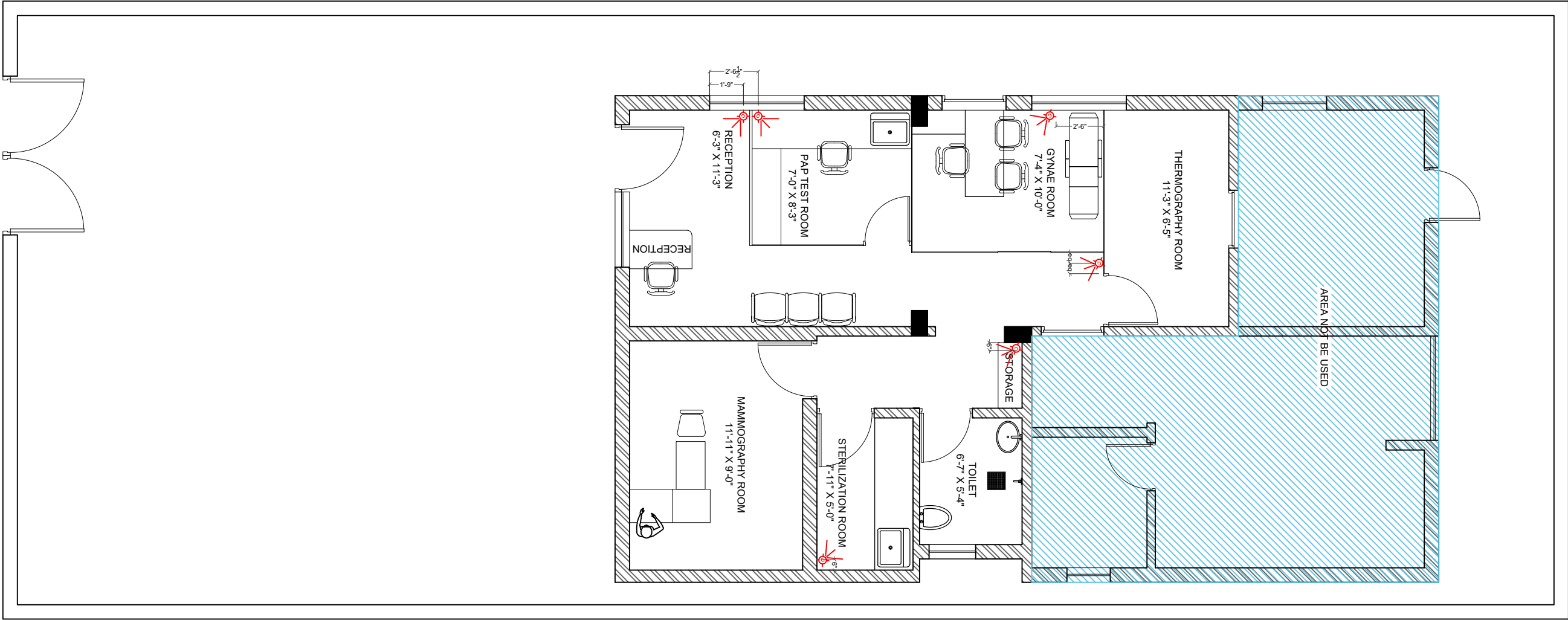
Contact No.: _____

Email ID: _____

Date: _____

Place: _____

(Company Seal / Stamp)



- NOTES:
1. All dimensions are in feet-inches unless otherwise specified.
 2. The drawings are not to be scaled, only figured dimensions are to be followed.
 3. All dimensions to be checked & correlated with the relevant Architectural, Structural and MEP drawings and any ambiguity shall be immediately brought to the notice of the Architects before the commencement of the work.

Revisions		
Date	Description	

PROJECT:
SHEWings

DRAWING TITLE:
CCTV Locations details

NORTH

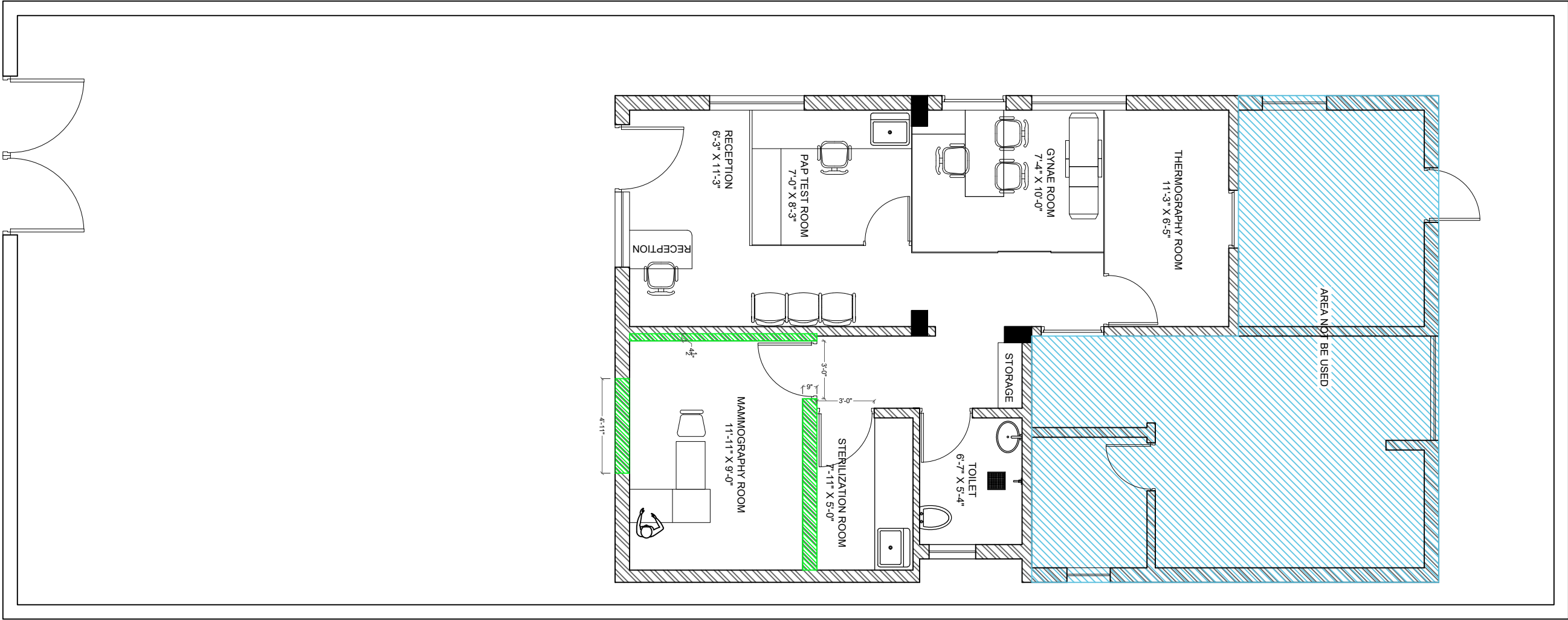
SCALE:	NTS
DATE:	2026_03_10
DEALT BY:	
CHECKED BY:	



Studio Archadius
Architecture | Interiors | Planning

AR. SUCHITA SHARMA
AR. MAYANK SHARMA
Contact: +91 7838239261
405, Tower-A, Bhutani Cyberpark,
Sector-62, Noida, U.P., (201309)

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- NOTES:
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Revisions		
Date	Description	

 Proposed new wall to be constructed

PROJECT:
SHEWings

DRAWING TITLE:
Demolittion&Proposed wall dtls

NORTH

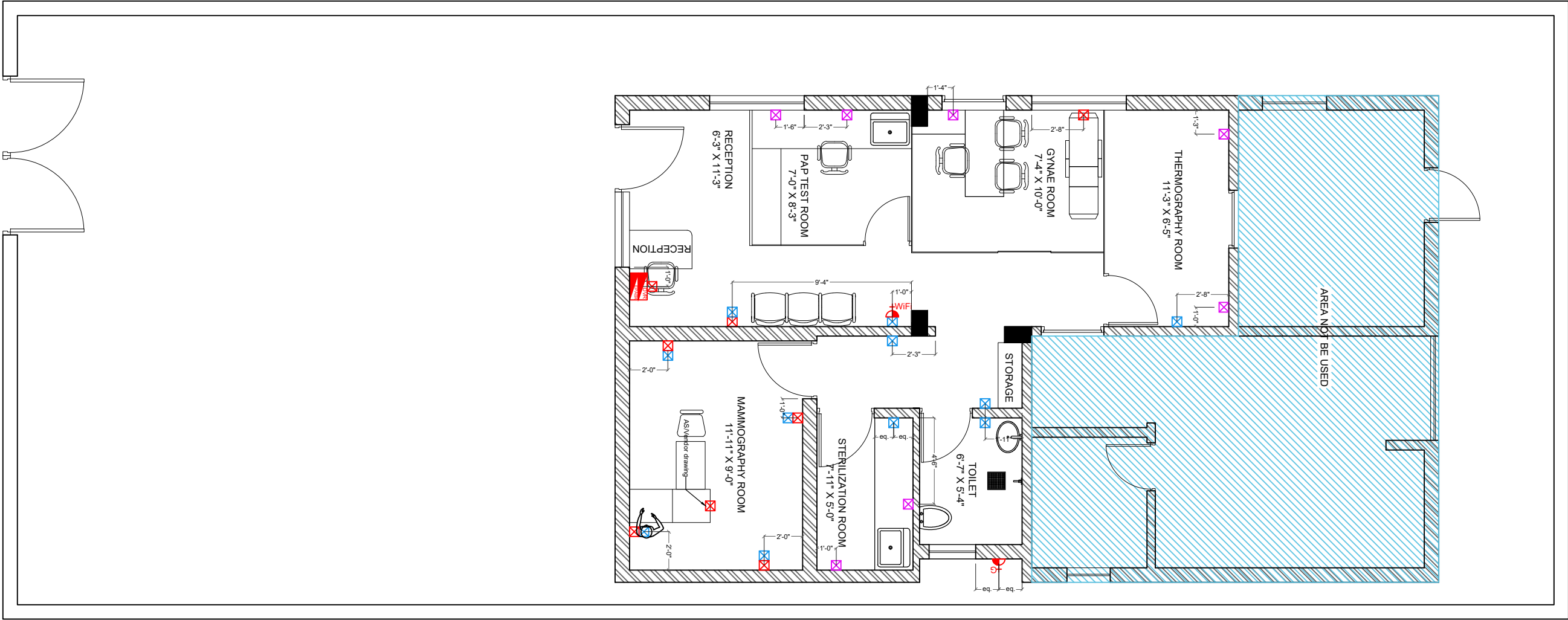
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DATE:	2026_03_10
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Revisions		
Date	Description	

PROJECT:
SHEWings

DRAWING TITLE:
Electrical details

NORTH

SCALE:	NTS
DATE:	2026_03_10
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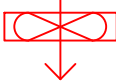


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	Switch Board@ height 24"
	Switch Board@ height 48"
	Switch Board@ height 12"
	Switch Board@ height 36"
	Switch Board@ height 42"
	Floor Lamp @12" Height
	Mirror Light @ 7' Height
	Wardrobe Light @ 6'-6"" Height
	Exhaust
	T.V. Point @ 48" Height
	Intercom Phone Point
	Lan Point
	CCTV DVR
	EPABX
	Camera Screen
	Video Door Phone
	Wifi Point
	Geyser @ 7' Height
	Chimney @ 7' Height
	R.O. @ 7' Height
	Dishwasher @ 24" Height
	MCB Box
	Bell point
	Bell switch point
	Camera Point
	Wall Fan
	Speaker
	Speaker Controller
	Under counter R.O. @ 2'-0" height
	Washing Machine

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Revisions		
Date	Description	

PROJECT:
SHEWings

DRAWING TITLE:
Electrical legend

NORTH

SCALE:	NTS
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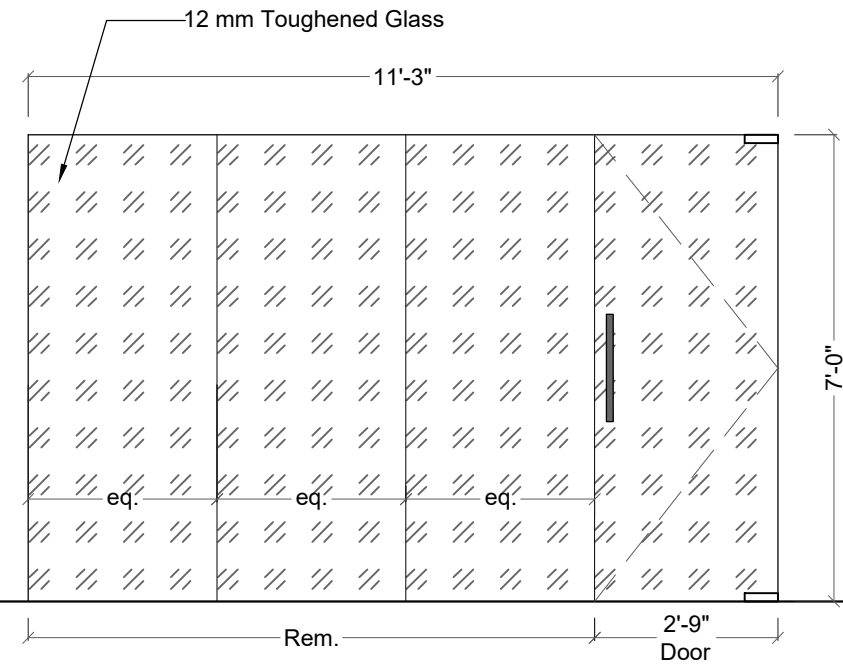
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PROJECT:
SHEWings

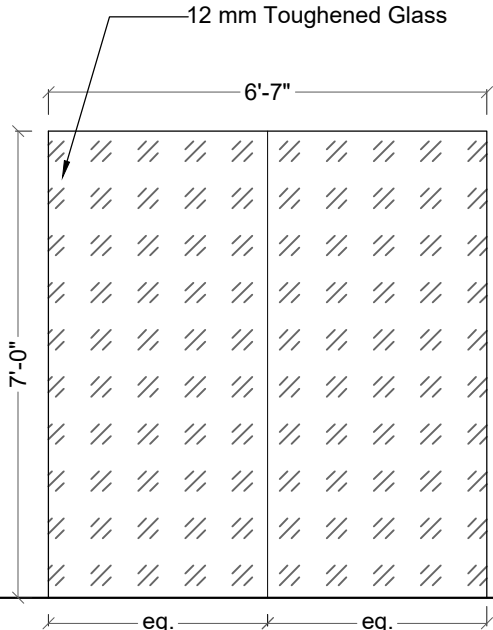
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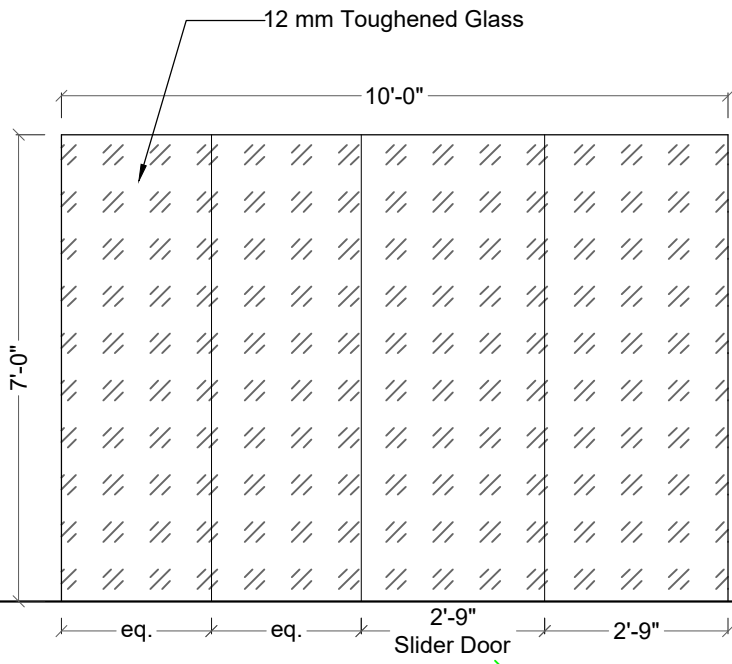
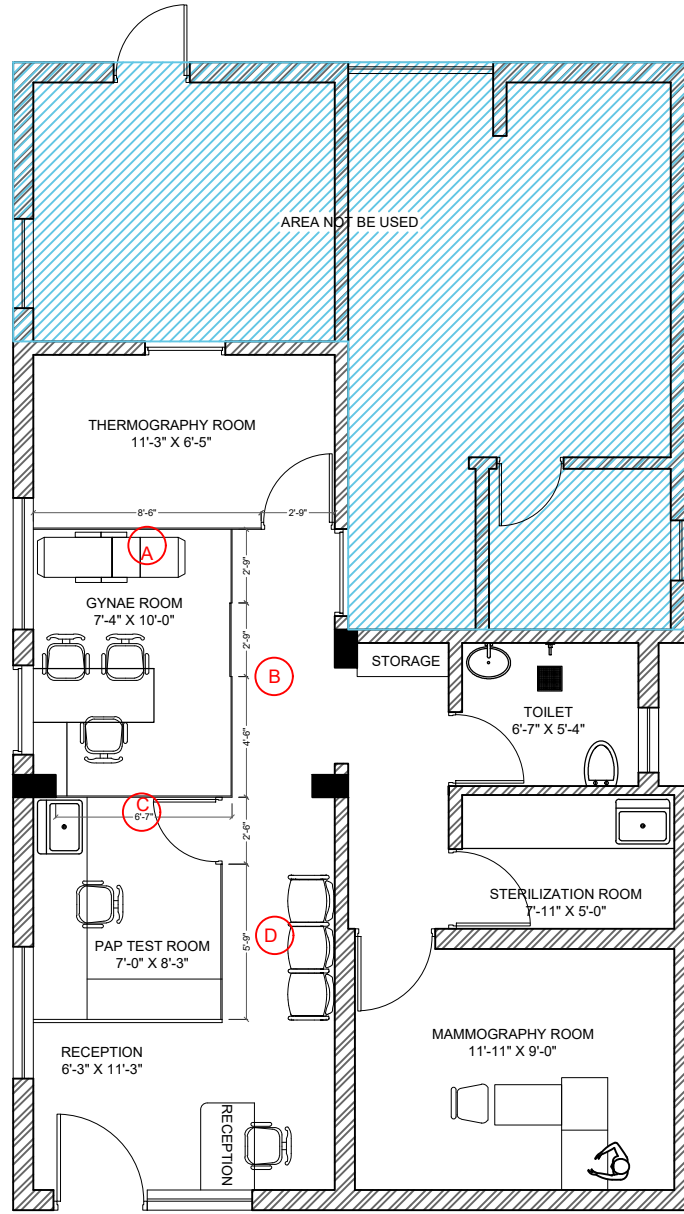
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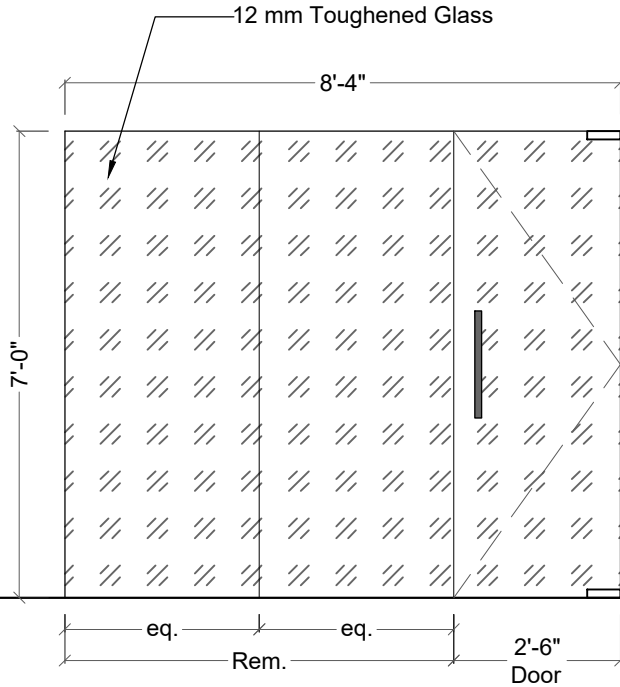
A



C



B



D

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Revisions		
Date	Description	

PROJECT:
SHEWings

DRAWING TITLE:
Glass works details

NORTH

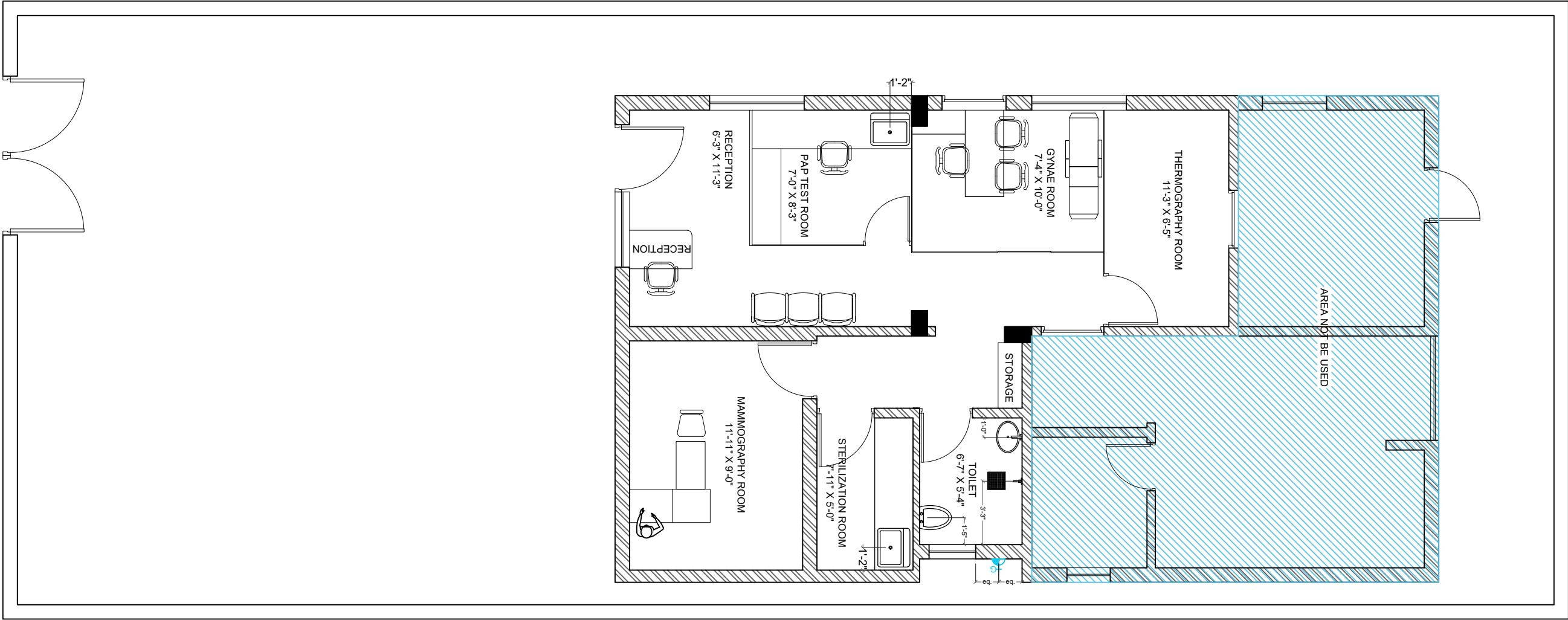
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Revisions		
Date	Description	

PROJECT:
SHEWings

DRAWING TITLE:
Plumbing details

NORTH

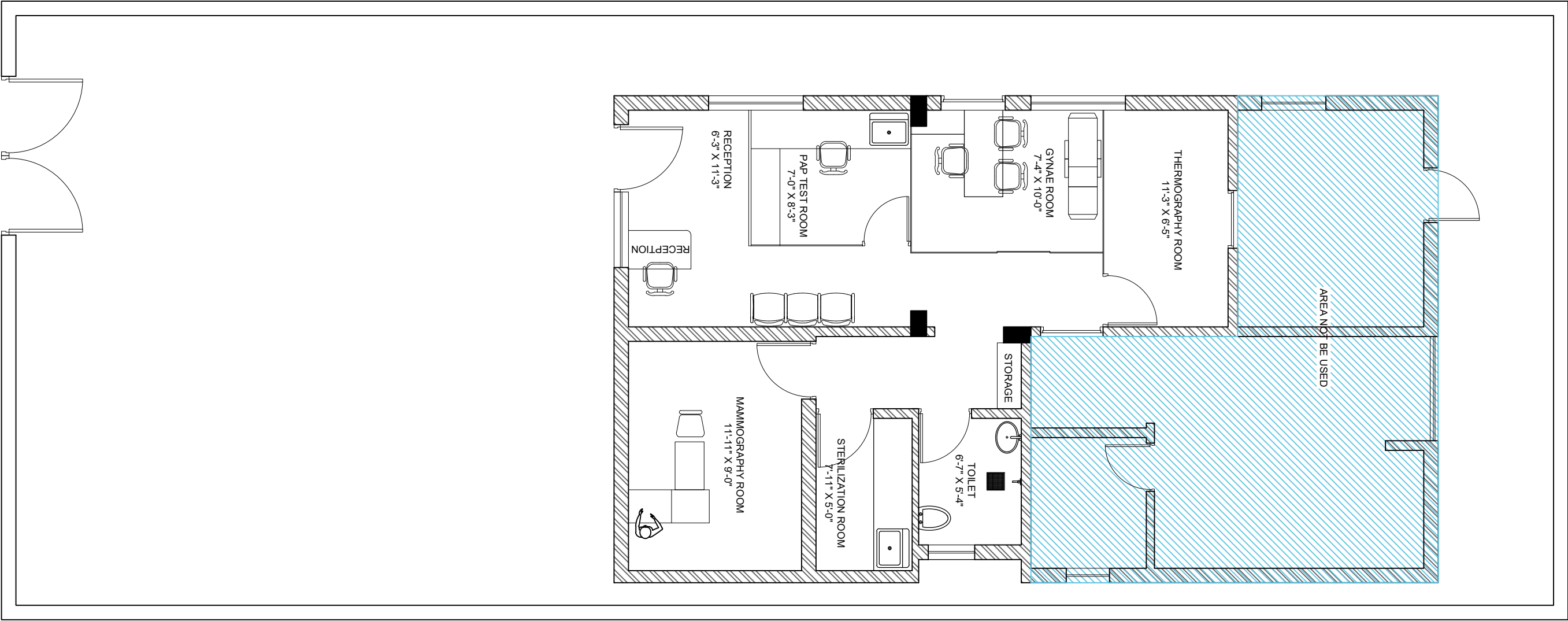
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Revisions		
Date	Description	

PROJECT:
SHEWings

DRAWING TITLE:
Floor Plan

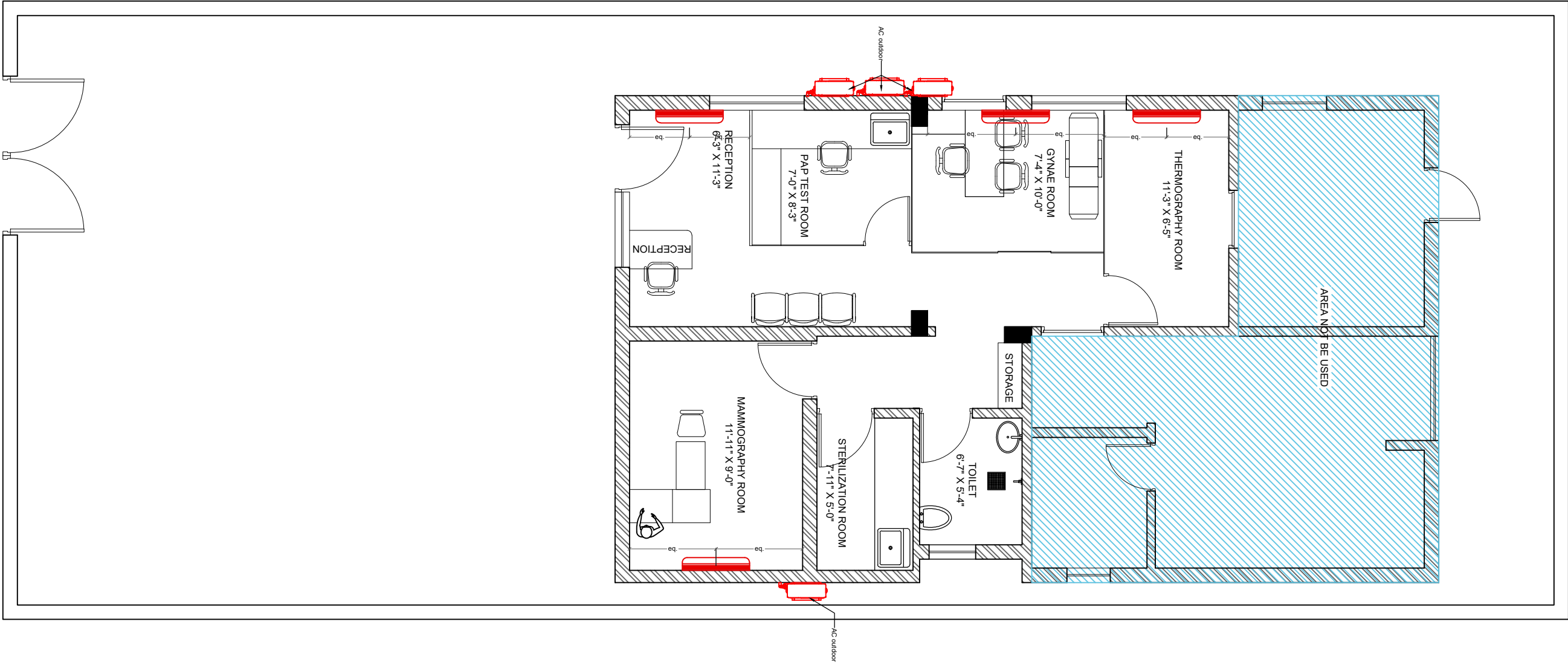
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Revisions		
Date	Description	

PROJECT:
SHEWings

DRAWING TITLE:
AC locations details

NORTH

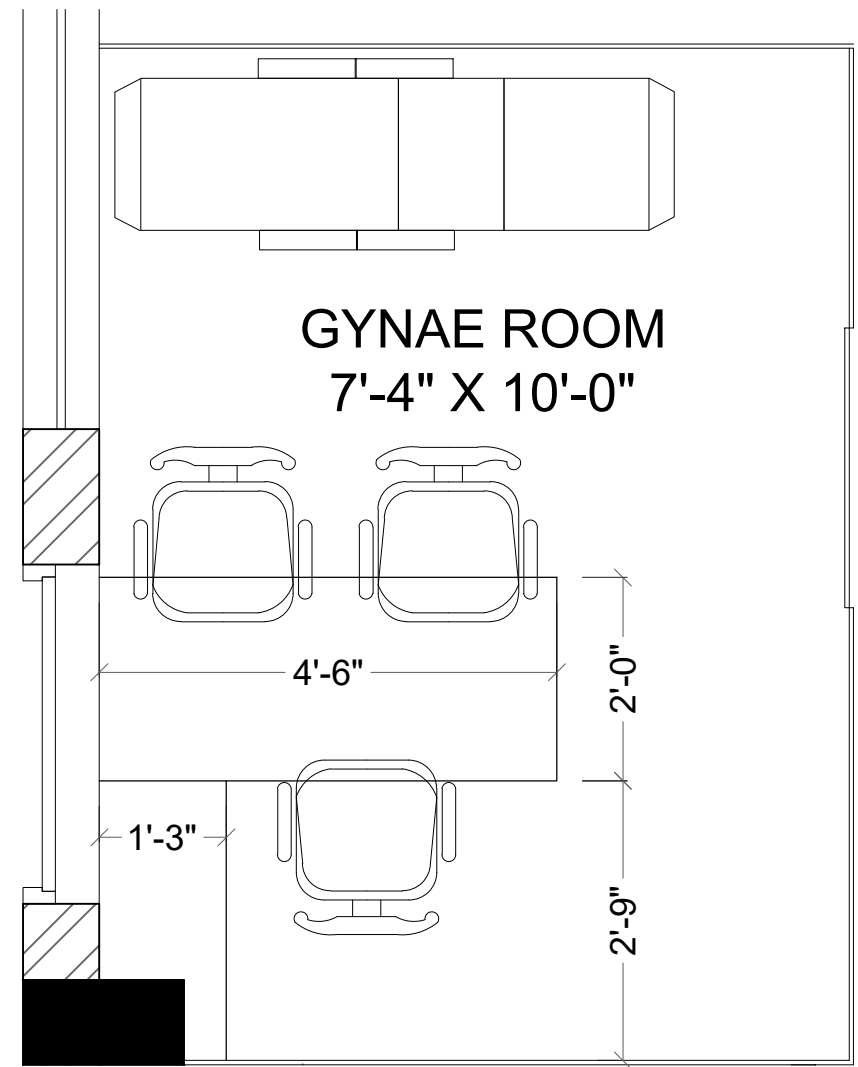
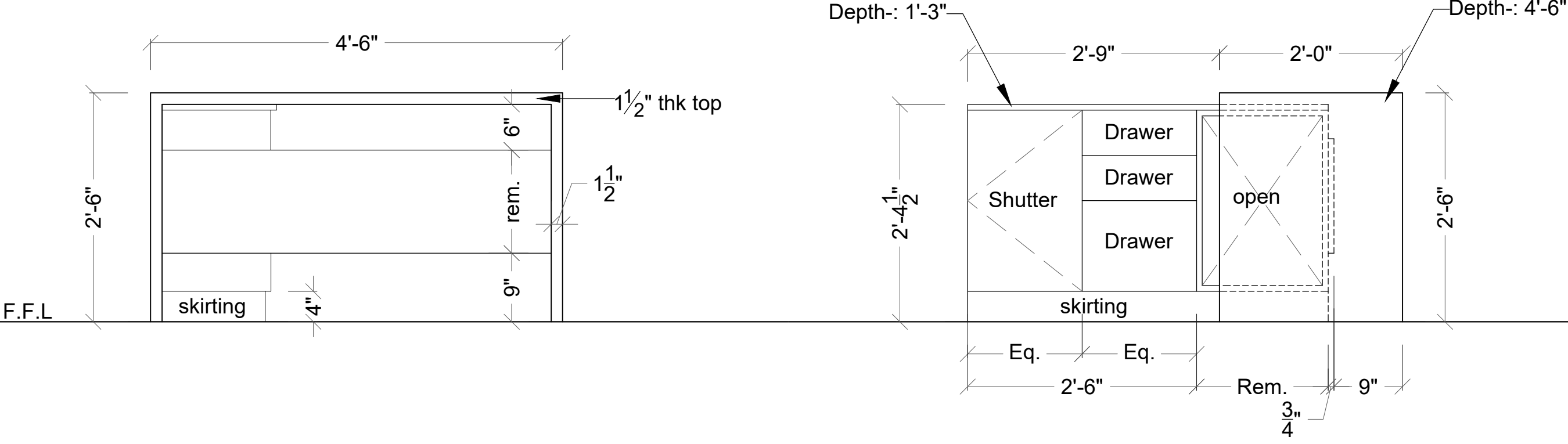
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Revisions	
Date	Description

PROJECT:
SHEWings

DRAWING TITLE:
Gynae Room Table details

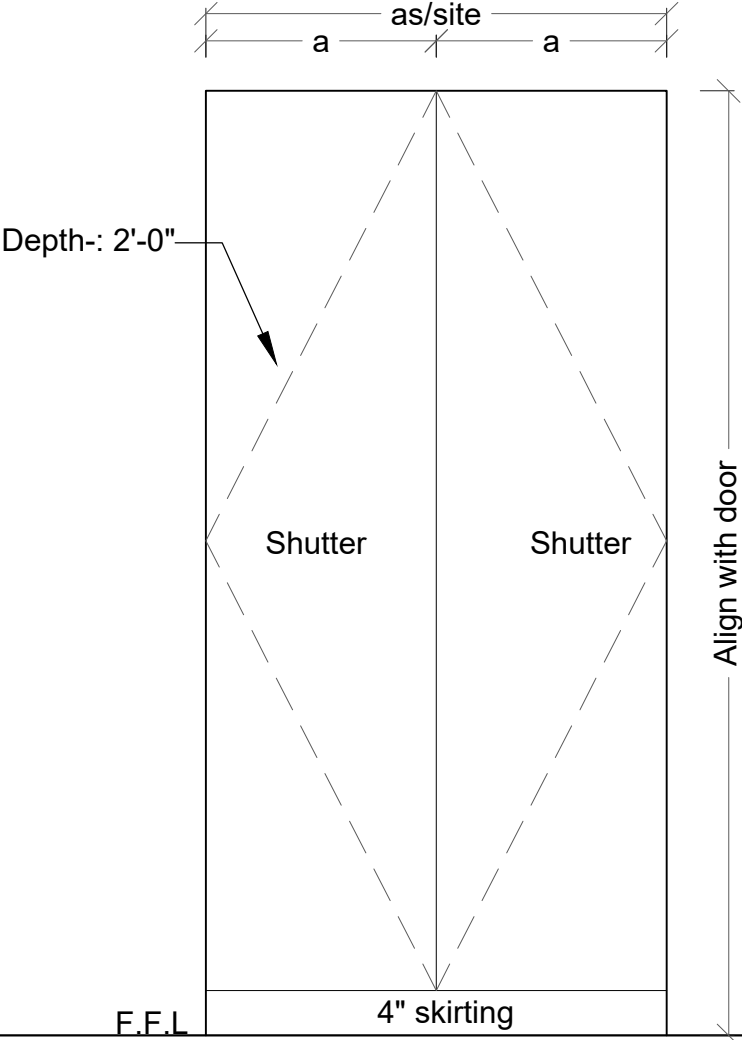
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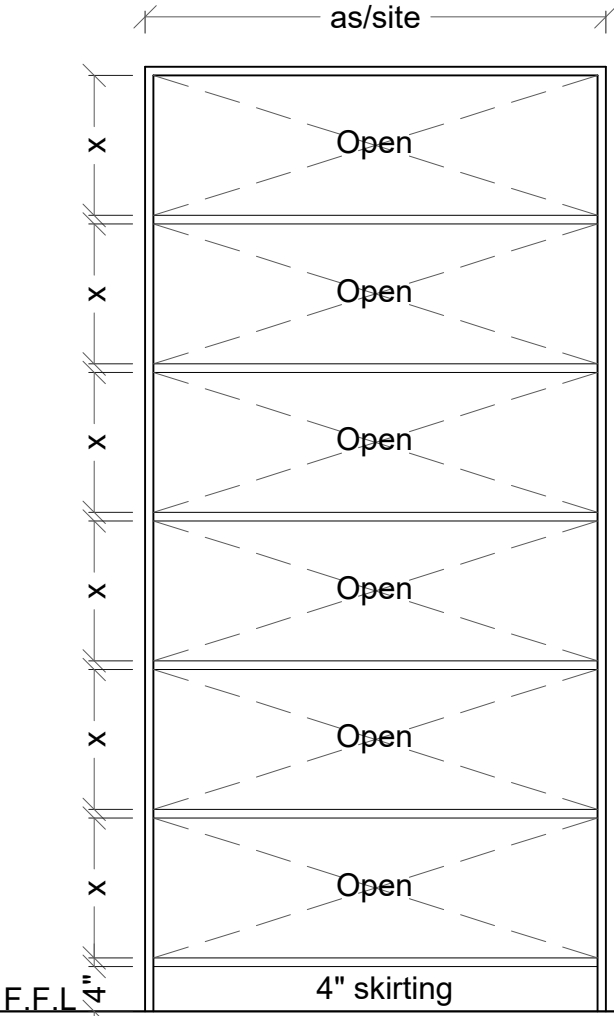
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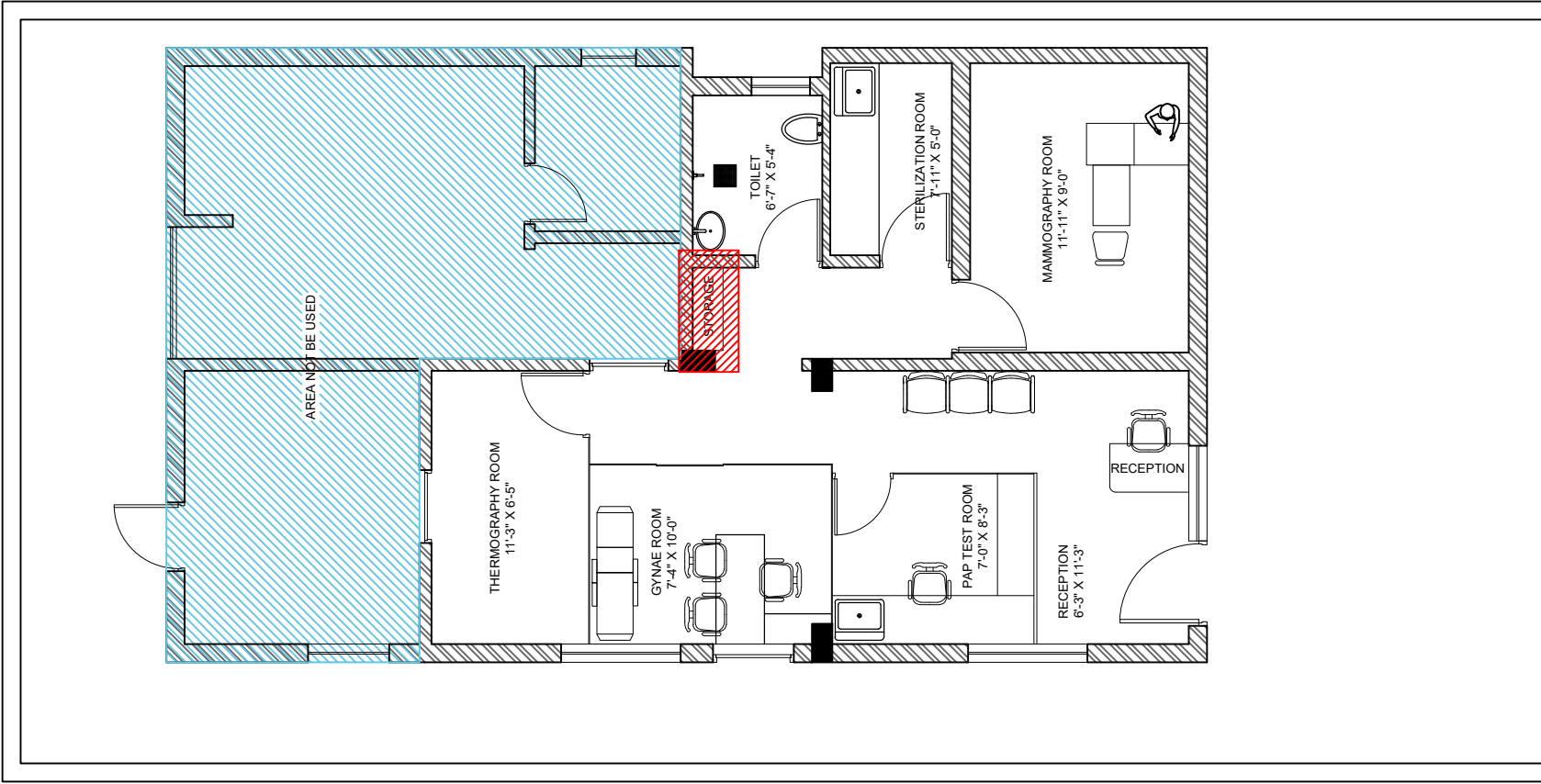
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External Wardrobe



Internal Wardrobe



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Revisions		
Date	Description	

PROJECT:
SHEWings

DRAWING TITLE:
Storage details

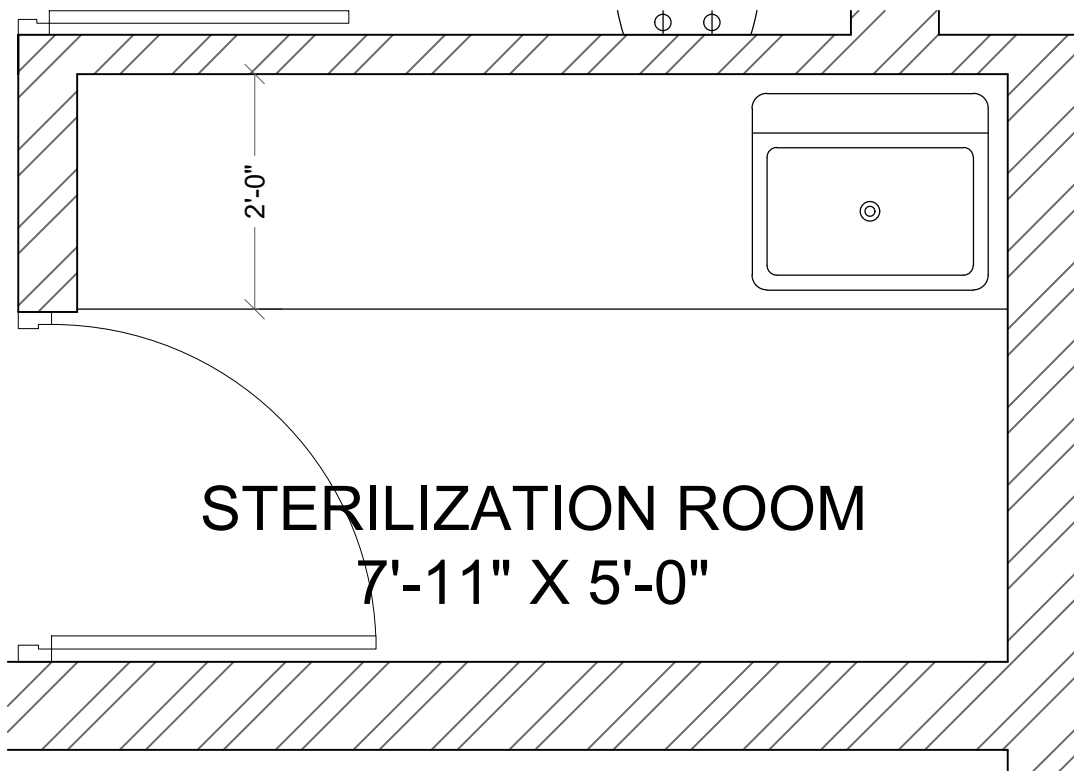
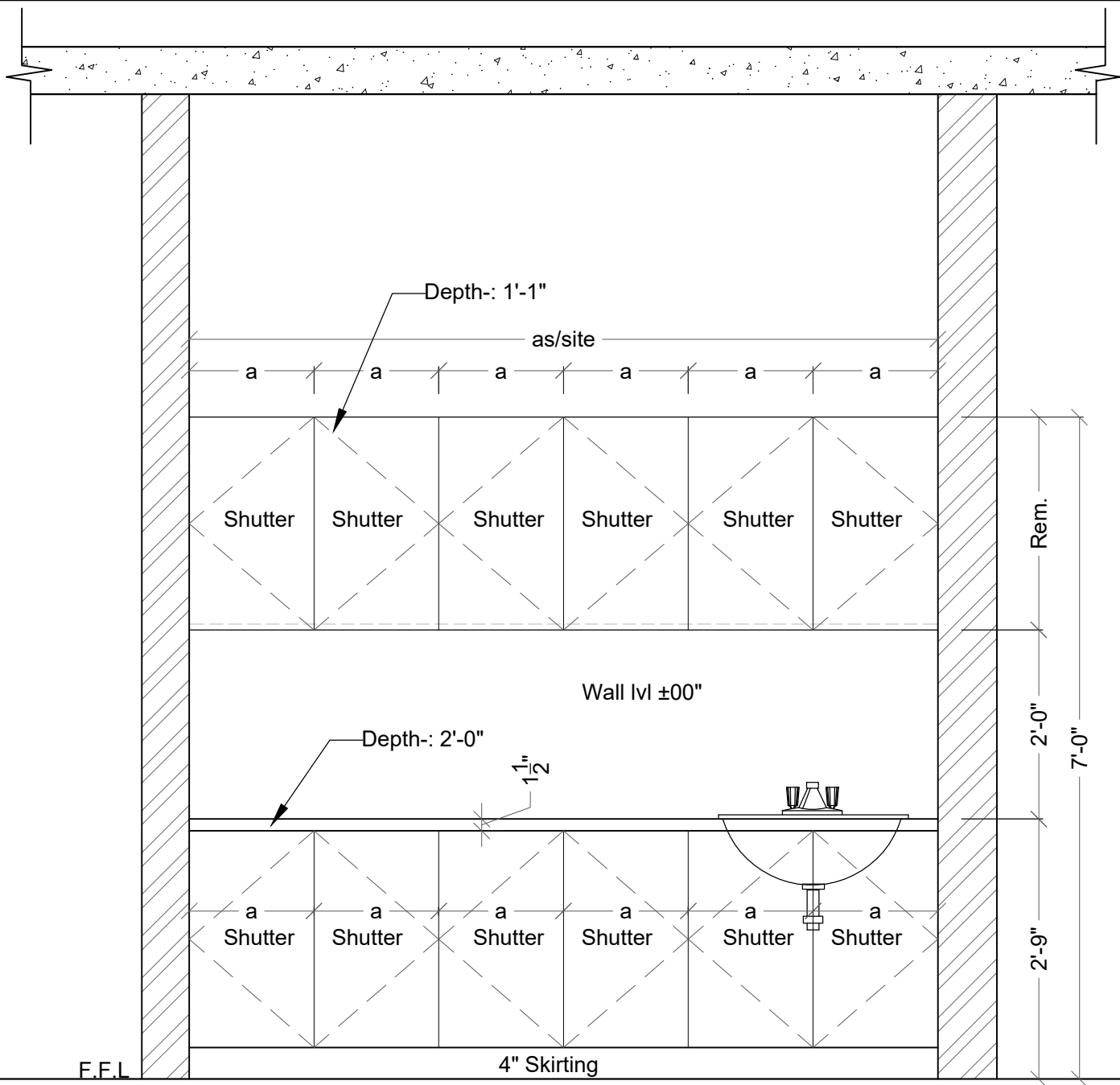
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Revisions		
Date	Description	

PROJECT:
SHEWings

DRAWING TITLE:
Sterilization room storage

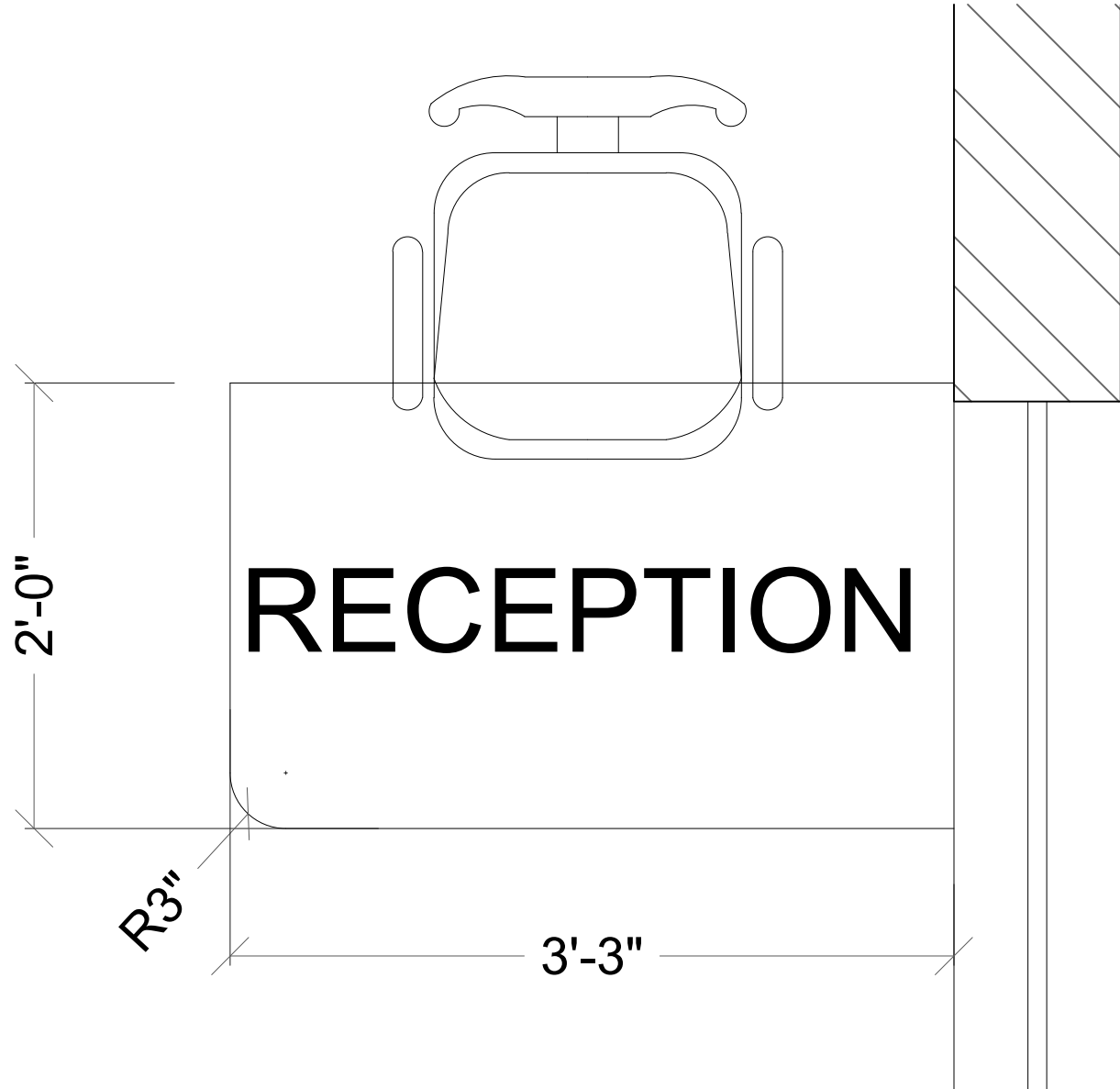
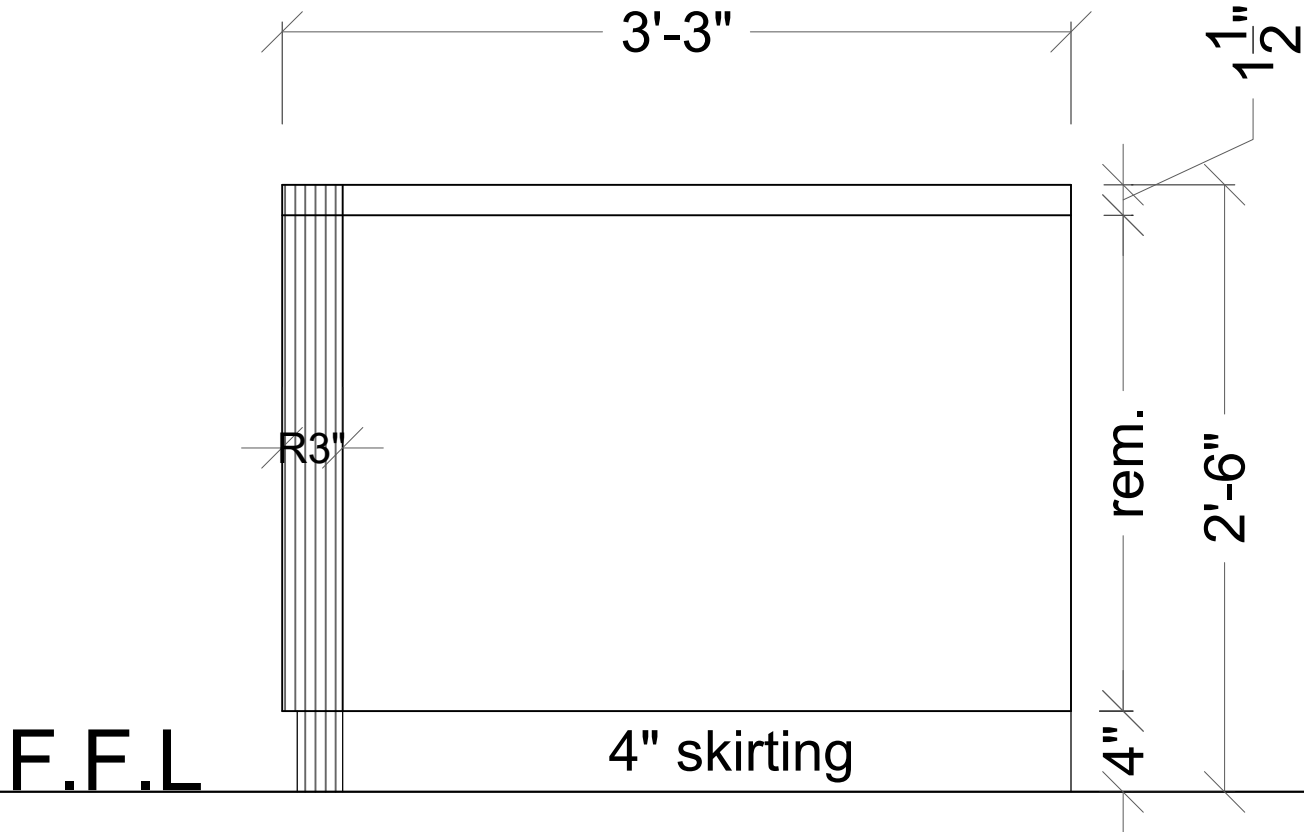
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Revisions		
Date	Description	

PROJECT:

SHEWings

DRAWING TITLE:

Reception Table details

NORTH

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Revisions

Date	Description	

PROJECT:
SHEWings

DRAWING TITLE:
RCP False ceiling

NORTH

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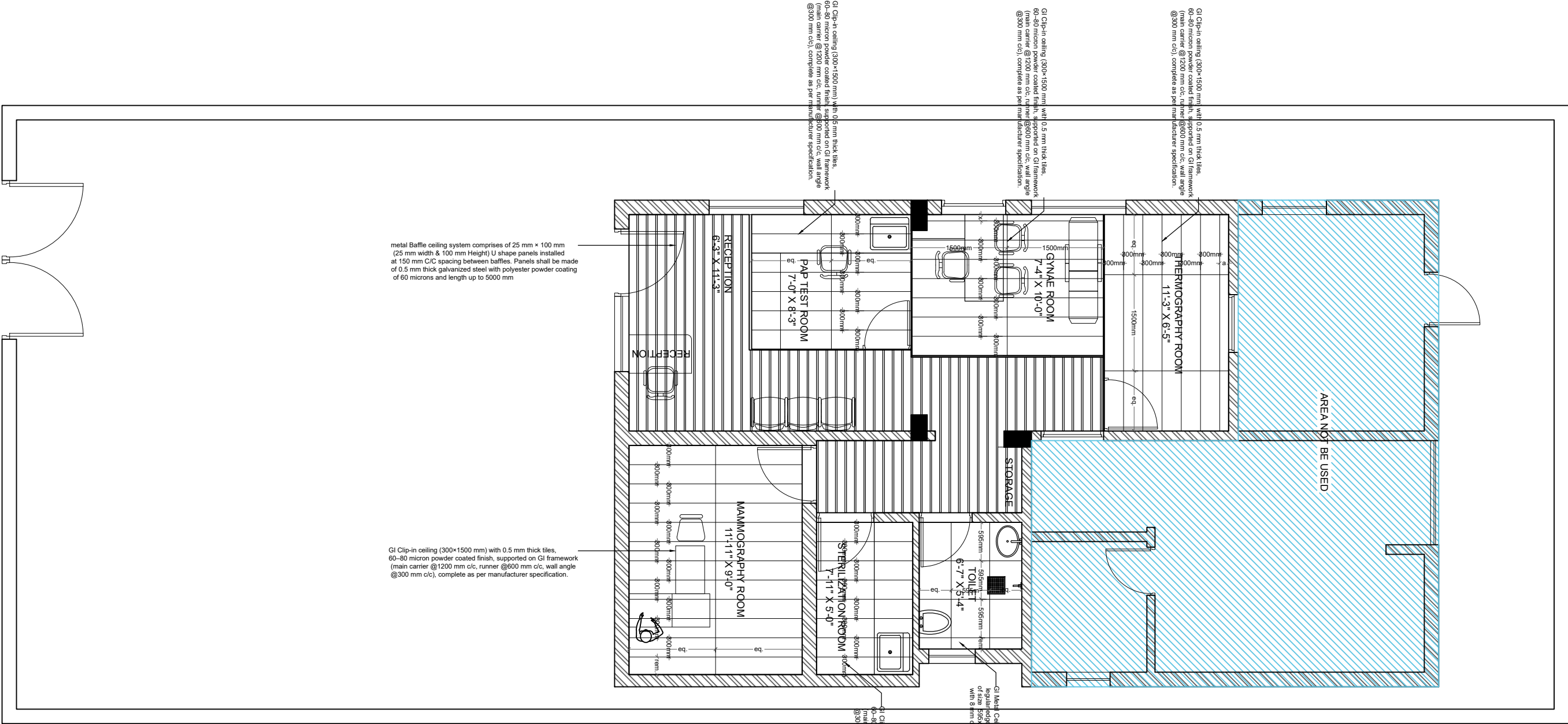
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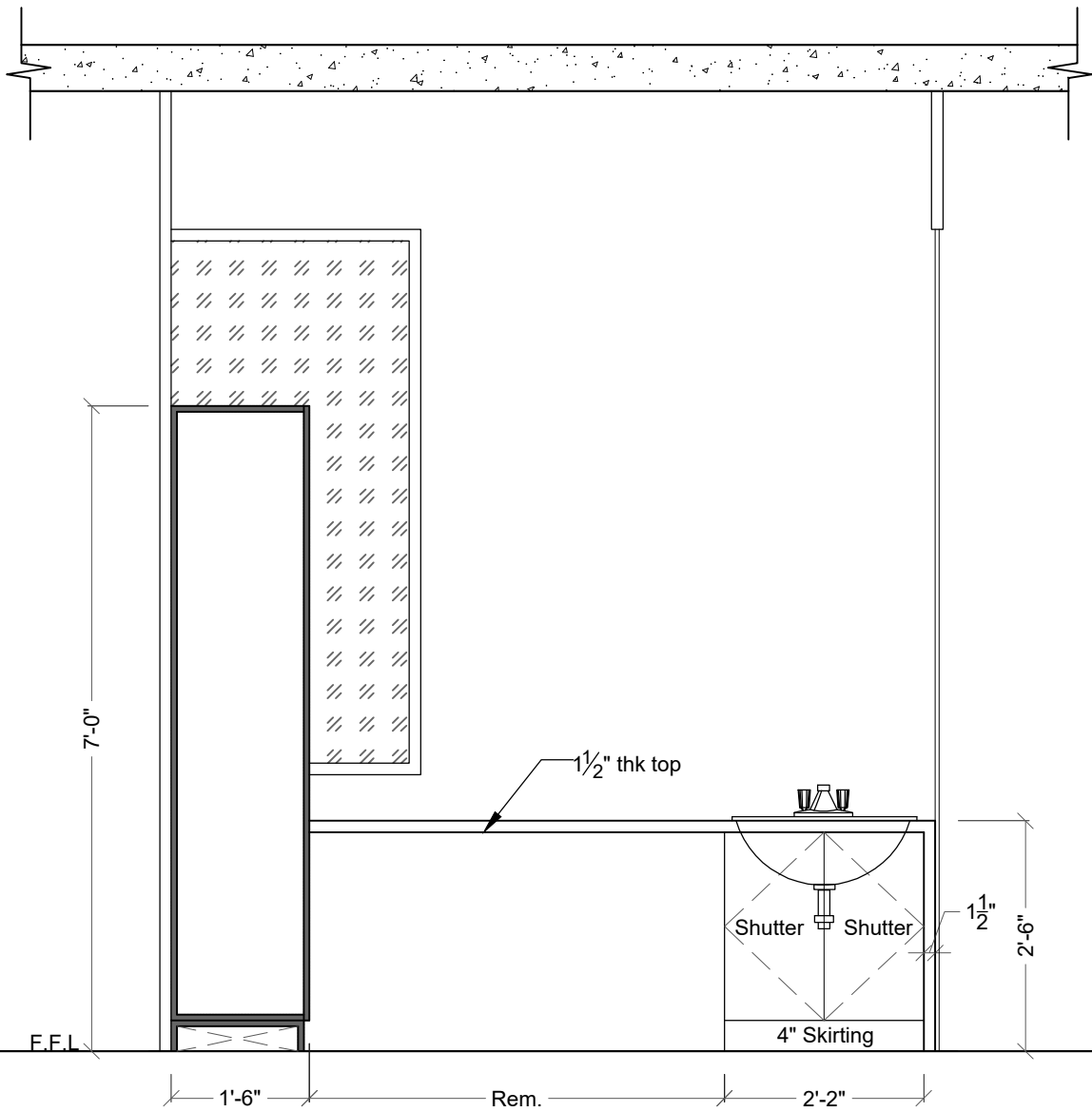
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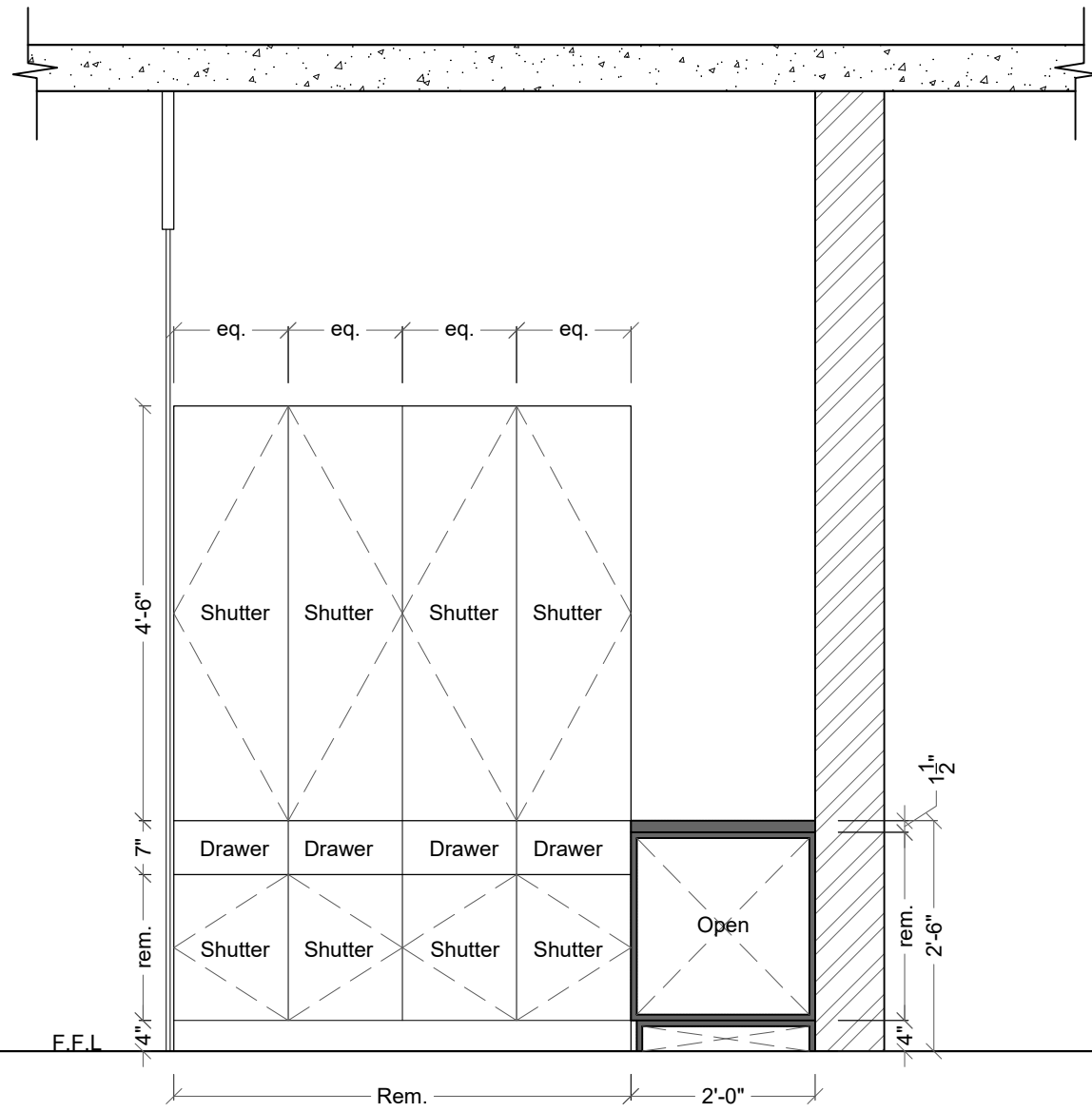
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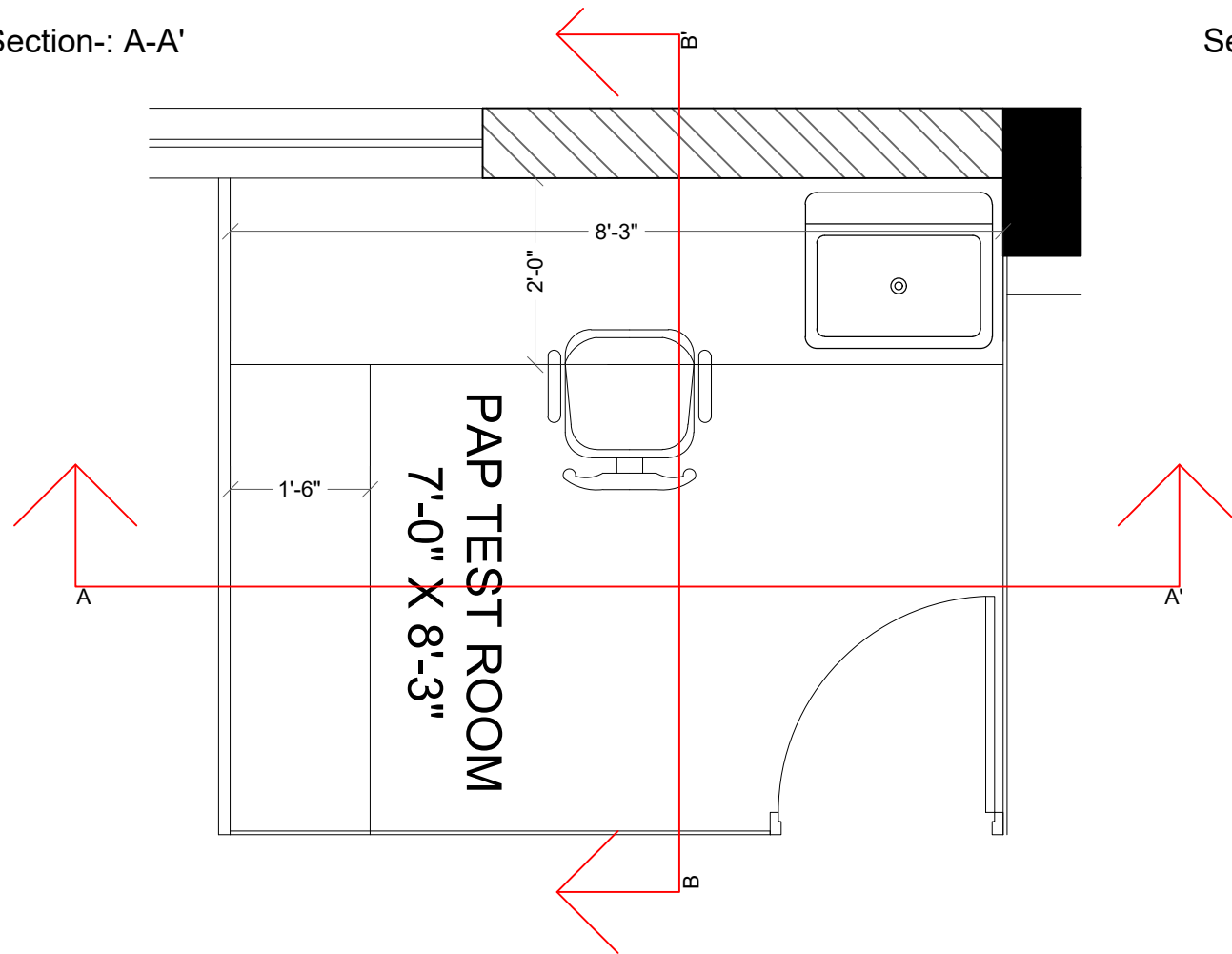




Section-: A-A'



Section-: B-B'



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Revisions		
Date	Description	

PROJECT:
SHEWings

DRAWING TITLE:
PAP Test Room Table details

NORTH

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CONSTRUCTION OF PROPOSED WOMENS CLINIC

0

MEASUREMENT SHEET

Sl. No.	DSR 2023 Item	Description of Item	Unit	No	L	B	H	Qty
		EARTH WORK						
1	1.1.18	Disposal of moorum/building rubbish/ malba/ similar unserviceable, dismantled or waste material by mechanical transport including loading, transporting, unloading to approved municipal dumping ground for lead upto 10 km for all lifts, complete as per directions of Engineer-in-charge. Note - item to be applicable in urban areas having directions for restricted hours for movement/ plying of load carrying motor vehicle of 3.5 cum or more.						
		building rubbish / malba, etc.	cum	1	50.00			50.00
								50.00
2		CONCRETE WORK						
10	4.1	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level :						
	4.1.3	1:2:4 (1 Cement : 2 coarse sand (zone-III) : 4 graded stone aggregate 40 mm nominal size	cum					
		Under floor area from autocad	cum	1	10.50	7.00	0.050	3.68
		Total						3.68
4		BRICK / BLOCK WORK						
27	6.47	Providing and laying autoclaved aerated cement blocks masonry with 150mm/230mm/300 mm thick AAC blocks in super structure above plinth level up to floor V level with RCC band at sill level and lintel level with approved block laying polymer modified adhesive mortar all complete as per direction of Engineer-in-Charge. (The payment of RCC band and reinforcement shall be made for seperately).	cum					
GF		miscellaneous	cum	1	6	0.23	3	4.14
		Total	cum					4.14

CONSTRUCTION OF PROPOSED WOMENS CLINIC								
0								
<u>MEASUREMENT SHEET</u>								
29	9.105	Providing and fixing partition upto ceiling height consisting of G.I. frame and required board, including providing and fixing of frame work made of special section power pressed/ roll form G.I. sheet with zinc coating of 120 gms/sqm(both side inclusive), consisting of floor and ceiling channel 50mm wide having equal flanges of 32 mm and 0.50 mm thick, fixed to the floor and ceiling at the spacing of 610 mm centre to centre with dash fastener of 12.5 mm dia meter 50 mm length or suitable anchor fastener or metal screws						
	9.105.1	75 mm overall thickness partition with 12.5 mm thick double skin fire rated Glass Reinforced Gypsum (GRG) plaster board conforming to IS: 2095: part 3 (Board with BIS certification marks)	sqm					0.00
		Horizontal	sqm	1	3			9.00
		miscellaneous	sqm	1	2.5			7.50
		Total	sqm					16.50
31	26.6E	Providing and fixing at all height wall panelling with phenol bonded Bamboo Mat board conforming to IS:13958-1994 including providing and fixing to frame work made of 50mm x 50mm hardwood plugs including cutting brick work and fixing in cement mortar and making good the wall etc. and also providing and fixing wooden moulded corner beading of triangular shape to the junction of panelling etc. with iron screws all complete as per direction of						
a	26.6E.2	12mm thickness	sqm					0.00
		lobby	sqm	1.00	5.00		3.00	15.00
		miscellaneous	sqm	1.00	10.00		3.00	30.00
		Total	sqm					45.00
6		WOOD WORK						
41	9.127	Providing & Fixing decorative high pressure laminated sheet of plain / wood grain in gloss / matt/ suede finish with high density protective surface layer and reverse side of adhesive bonding quality conforming to IS : 2046 Type S, including cost of adhesive of approved quality.						
	9.127.2	1.0 mm thick	sqm					
		on doors (both sides)	sqm					
		on wooden wall panelling	sqm	1	45.00			45.00

		Total	sqm					45.00
CONSTRUCTION OF PROPOSED WOMENS CLINIC								
0								
<u>MEASUREMENT SHEET</u>								
8		FLOORING WORK						
58	11.56	Providing and laying Polished Granite stone flooring in required design and patterns, in linear as well as curvilinear portions of the building all complete as per the architectural drawings with 18 mm thick stone slab over 20 mm (average) thick base of cement mortar 1:4 (1 cement : 4 coarse sand) laid and jointed with cement slurry and pointing with white cement slurry admixed with pigment of matching shade including rubbing , curing and polishing etc. all complete as specified and as directed by the Engineer-in-Charge.						
	11.56.1	Polished Granite stone slab jet Black, Cherry Red, Elite Brown, Cat Eye or equivalent.	sqm					
		reception / waiting	sqm	1	3.44	2		6.88
		reception / waiting	sqm	1	2	4.8		9.60
		passage	sqm	1	2	5.6		11.20
		passage	sqm	1	3	1.15		3.45
		Skirting	sqm					
		reception / waiting	sqm	1	3.44	2	0.10	1.09
		reception / waiting	sqm	1	2	4.8	0.10	1.36
		passage	sqm	1	2	5.6	1.50	22.80
		passage	sqm	1	3	1.15	1.50	12.45
		Total	sqm					68.83
63	8.31	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, laid with cement based high polymer modified quick set tile adhesive (water based) conforming to IS: 15477, in average 6 mm thickness, including grouting of joints	sqm					
GF		toilet	sqm	1	2.1	1.85	2.40	18.96
GF		toilet	sqm	0	2.1	1.6	2.40	0.00
		Total	sqm					18.96

CONSTRUCTION OF PROPOSED WOMENS CLINIC

0

MEASUREMENT SHEET

	11.41A.3.1	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. Glazed Vitrified tiles Matt/Antiskid finish of size; Size of Tile 600 x 600 mm	sqm					
		toilet	sqm	1	2.1	1.6		3.36
		toilet	sqm	0	2.1	1.85		0.00
		Total	sqm					3.36
66	11.41A	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.						
	11.41A.1.1	Double charge vitrified tile polished finish of size; Size of Tile 600 x 600 mm	sqm					
		mammography room	sqm	1	3.73	4.52		16.86
		pap test	sqm	1	2.51	2.15		5.40
		thermography room	sqm	1	3.45	2.96		10.21
		admin office	sqm	1	3.69	2.15		7.93
		sterilization room	sqm	1	2.5	1.55		3.88
		gynae	sqm	1	3.69	2.15		7.93
		Total	sqm					52.21

CONSTRUCTION OF PROPOSED WOMENS CLINIC

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MEASUREMENT SHEET

67	11.47	Providing and laying Vitrified tiles 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, in skirting, riser of steps, laid with cement based high polymer modified quick set tile adhesive (water based) conforming to IS: 15477, in average 6 mm thickness, including grouting of joints:						
	11.47.2	Size of Tile 600x600 mm	sqm					
GF		mammography room	sqm	1	3.73	4.52	0.10	1.65
GF		pap test	sqm	1	2.51	1.85	0.10	0.87
GF		thermography room	sqm	1	3.45	2.96	0.10	1.28
GF		admin office	sqm	1	3.69	2.15	0.10	1.17
GF		gynae	sqm	1	3.69	2.15	0.10	1.17
		Total	sqm					6.14
68	11.51.1	Providing and laying machine cut, mirror polished, Italian Marble stone flooring laid in required pattern in linear portion of the building all complete as per architectural drawings, with 18 mm thick stone slab laid over 20 mm (average) thick base of cement mortar 1:4 (1 cement : 4 coarse sand) laid and jointed with white cement slurry @ 4.4 kg/sqm including pointing with white cement slurry admixed with pigment to match the marble shade including rubbing, curing and polishing etc. all complete as specified and as directed by the Engineer-in-Charge.: 18 mm thick Italian Marble stone slab, Perlato, Rosso verona, Fire Red or Dark Emperadore etc.	sqm					
			sqm					0.00
			sqm					0.00
			sqm					0.00
		Total	sqm					0.00
9		ROOFING WORKS						

CONSTRUCTION OF PROPOSED WOMENS CLINIC

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MEASUREMENT SHEET

77	12.52	size 595x595 mm in true horizontal level, suspended on inter locking metal grid of hot dipped galvanized steel sections (galvanized @ 120 grams/ sqm, both side inclusive) consisting of main "T" runner with suitably spaced joints to get required length and of size 24x38 mm made from 0.30 mm thick (minimum) sheet, spaced at 1200 mm center to center and cross "T" of size						
	12.52.2	GI Metal Ceiling Lay in perforated Tegular edge global white color tiles of size 595x595 mm and 0.5 mm thick with 8 mm drop; made of GI sheet having galvanizing of 100 gms/sqm (both sides inclusive) and 20% perforation area with 1.8 mm dia holes and having NRC (Noise Reduction Coefficient) of 0.5, electro statically polyester powder coated of thickness 60 microns (minimum), including factory painted after bending and perforation, and backed with a black Glass fiber acoustical fleece.	sqm					
GF		toilet	sqm	1	2.1	1.6		3.36
GF		toilet	sqm	0	2.1	1.85		0.00
		Total	sqm					3.36
		Total	sqm					3.36

CONSTRUCTION OF PROPOSED WOMENS CLINIC

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MEASUREMENT SHEET

78	MR	False Ceiling: Supply & Installation of GI Clip in Metal Ceiling System of 300x1500 mm module which includes providing and fixing wall angle of size 20x20 mm made of 0.4 mm thick pre painted steel along the perimeter of the room with help of nylon sleeves and wooden screws at 300 mm centre to centre, suspending the main C carrier of size 10x50x10 mm made of G.I steel 0.7 mm thick from the soffit with help of soffit cleat 37x27x25x1.6 mm, rawl plugs of size 38x12 mm and C carrier suspension clip and main carrier bracket at 1200 mm c/c. Clip in profile main runner having height of 40 mm and width of 19 mm made of GI steel 0.5 mm thick is then fixed to the main C carrier and in direction perpendicular to it at 600 mm centres with help of suspension brackets & with L profile size of 24x24x0.40mm. Wherever the main C carrier and Clip in Profile have to join, C carrier and Clip in Profile connectors have to be used, fixing with clip in tiles into Clip in Profile with : GI Metal Ceiling Clip in plain Beveled edge global white color tiles of size 300x1500 made out of 0.5 mm thick Galvanized Sheet and with metallic matt finish 60-80-microns powder coating.PLAIN						
		mammography room	sqm	1	3.73	4.52		16.86
		pap test	sqm	1	2.51	1.85		4.64
		thermography room	sqm	1	3.45	2.96		10.21
		admin office	sqm	1	3.69	2.15		7.93
		gynae	sqm	1	3.69	2.15		7.93
		sterilizatino room	sqm	1	2.5	1.5		3.75
		toilet	sqm	1	1.85	1.8		3.33
		Total	sqm					54.66

CONSTRUCTION OF PROPOSED WOMENS CLINIC

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MEASUREMENT SHEET

79	MR	Supply & Installation of metal Baffle ceiling system comprises of 25 mm x 100 mm (25 mm width & 100 mm Height) U Shape panels installed at 150mm C/C spacing between baffles. Panels shall be made of 0.5 mm thick galvanized steel with polyester powder coating of 60 microns and length up to 5000 mm. Panel shall be high corrosion resistance and good color stability. Panels are fixed on to roll formed C Profile 20 mm wide x 40 mm deep out of 0.80 mm G.I sheet powder coated with cutouts to hold the panels in module design by Architect. Profile are suspended from the roof or truss by 4 mm dia. galvanized steel wire rod hanger with special height adjustment suspension clip at max. 1200 mm c/c. Hangers are fixed to the roof by 'J' hooks or ceiling brackets and nylon inserts. Panels are factory cut in lengths up to maximum 3.6 m to suit site dimensions or shop drawings. Top cap and side cap are used to cover the edges of the panels. The work shall be carried out as per specifications, drawing and as per directions of the Engineer-in-Charge. RAL SHADE: PLAIN	sqm					
		reception / waiting	sqm	1	3.44	2		6.88
		passage	sqm	1	5.65	1.5		8.48
		passage	sqm	1	3	1.2		3.60
		Total	sqm					18.96
10		FINISHING WORK						
		CEMENT PLASTER (IN COARSE SAND)						
82	13.1	12 mm cement plaster:						
	13.1.2	1:6 (1 cement: 6 fine sand)	sqm					
GF		miscellaneous	sqm	1	50		4.05	405.00
		Total, 50% qty only						202.50
87	13.26	Providing and applying plaster of paris putty of 2 mm thickness over plastered surface to prepare the surface even and smooth complete.	sqm					
		reception / waiting	sqm	1	3.44	2	2.50	27.20
		passage	sqm	1	5.65	1.5	2.50	35.75
		passage	sqm	1	3	1.2	2.50	21.00

CONSTRUCTION OF PROPOSED WOMENS CLINIC

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MEASUREMENT SHEET

		mammography room	sqm	1	3.73	4.52	2.50	41.25
		pap test	sqm	1	2.51	1.85	2.50	21.80
		thermography room	sqm	1	3.45	2.96	2.50	32.05
		admin office	sqm	1	3.69	2.15	2.50	29.20
		gynae	sqm	1	3.69	2.15	2.50	29.20
		sterilization	sqm	1	2.5	1.5	2.50	20.00
		Total	sqm					257.45
89	13.61	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :						
	13.61.1	Two or more coats on new work	sqm					
		for wooden doors	sqm					
								0.00
								0.00
		miscellaneous	sqm					100.00
		Total						100.00
91	13.82	Wall painting with premium acrylic emulsion paint of interior grade, having VOC (Volatile Organic Compound) content less than 50 grams/ litre of approved brand and manufacture, including applyingadditional coats wherever required to achieve even shade and colour.						
	13.82.2	Two coats	sqm					
		qty same as cement putty						257.45
92	13.85	Applying priming coats with primer of approved brand and manufacture, having low VOC (Volatile Organic Compound) content.						
a	13.85.1	With ready mixed pink or grey primer on wood work (hard and soft wood) having VOC content less than 50 grams/ litre	sqm					
		qty same as enamel paint	sqm					100.00
12		WATER PROOFING						

CONSTRUCTION OF PROPOSED WOMENS CLINIC

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MEASUREMENT SHEET

109	MR	Wet Areas :Step 1 :- Surface Preparation Clean the surface free of dirt, dust, laitance, etc and inspect for cracks. Removal of all surface Imperfections, protrusions, loose concrete & filling of cracks using SBR latex Polymer Modified Mortar in the ratio Cement: Sand (1:4) and 5% by weight of cement. Laying of angle fillets (50mm x 50mm) at the junction of slab & vertical walls prepared with cement sand mortar 1:4 admixed with integral waterproofing compound @ 200 ml per 50 kg bag of cement. Step 2:- Treatment & sealing of pipes Core Cut: Cleaning and preparation of surface with the help of wire brush or grinder. Clean the surface with water to remove the dust. Insert the pipe with bitumen tape wrapped over the pipe into the core and support with formwork. Pack the core cut junction with non-shrink free flow cementitious grout or high strength Micro Concrete Technonicol Ultracem Repair MC or equivalent. Mix	sqm					
		Horizontal	sqm					
		toilet	sqm	1	2.1	1.85		3.89
		toilet	sqm	0	2.1	1.6		0.00
		Vertical	sqm					
		toilet	sqm	1	2.1	1.85	0.30	2.37
		toilet	sqm	0	2.1	1.6	0.30	0.00
		Total						6.26
		MISS. WORK						

CONSTRUCTION OF PROPOSED WOMENS CLINIC

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MEASUREMENT SHEET

111	MR	Providing and fixing Toughened glass 12 mm thickness in partion/ walls with required framing and accessories as per specifications to complete as direction of Engineer-in-charge. Providing & Fixing of KUBIK Full Height Single Glazed Partition (Kubik Ultraline - 45) Supply of Modular Single glazed partitioning frame of Kubik make 45mm System, Using KL 45 001 (45mm x 25mm) as wall starter section Using KL 45 001 & KL 45 002 (45mm x25mm) as Top & bottom channel. Partition Dimension – 45mm x 25mm. Finish - Silver anodized finish. glass to glass butt joint with I, L & T JOINT 10mm thk clear toughened Glass - For Ref. Partition Height : H -2400mm	sqm					
		GF	sqm	1	3.70		2.4	8.88
		GF	sqm	1	2.14		2.4	5.14
		GF	sqm	1	1.85		2.4	4.44
		Total						18.46
			each					
112	MR	Lead lined doors Providing & fixing of Hollow metal lead lined door from ISO 9001-2008 certified Manufacturer Pressed Galvanized steel Single /Double leaf to required sizes of approved make Navair International or approved equivalent which consists of frame, shutter, infill and finish as detailed below. Door frame shall be Single rebate profile of size 120 x 62 mm made out of						
		Lead lined doors shutters; Door leaf shall be 44 mm thick fully flush double skin door without vision lite.incase vision lite is required it shall be only Lead Glass as recomomnded by AERB/DRC Door leaf shall be manufactured from 1.0mm (18guage) thick galvanised steel sheet. The internal construction of the door should be rigid with lead line of 2mm thick all across the inside of the exposed surface. In addition the door should have a basic infill ROCK WOOL with necessary reinforcement both on top and bottom. All doors	Sqm					
		D4LD	Sqm	2	1.20		2.40	5.76

CONSTRUCTION OF PROPOSED WOMENS CLINIC

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MEASUREMENT SHEET

		Total						5.76
113	MR	LEAD LINED WALL PANELLING: Providing and fixing of Lead Lined Fixed Window frame shall be powder coated Single rebate profile of section 100 x 57 mm made out of 1.20mm thick galvanised steel sheet. Frames should be butt jointed and field assembled with bolting system for proper strength. Frames should be provided with back plate for anchor fasteners for installation on a finished plastered wall opening. The frame shall be fully Lead Lined of min 2mm thick lead sheet as defined by AERB. The Lead	sqm					
		wall	Sqm	1	10.00		2.40	24.00
118	MR	Roller Blinds - Screen fabric: Providing and fixing of roller blind should have sturdy aluminium top tube of 38mm diameter, powder coated bottom bar, with suitable roller clutch mechanism and plastic ball chain. The roller blind fabric should possess the mentioned specifications: a) Composition – 36% Fiberglass & 64% Vinyl b) Openness factor - 3% - 5% c) Fabric thickness – 0.43 mm +-5% & Weight - 393 gsm (± 5%) d) Width - 300 cm e) Color fastness - Grade 6 f) UV blockage – Approximately 90% - 99% g) Flame retardancy – NFPA 701 h) Anti-fungal / Anti-bacterial – ASTM E 2180 product protection i) Environmental certification – GREENGUARD Gold	sqm					
			sqm	5	1.50		1.8	13.50
			sqm	1	1.20		1.8	2.16
			sqm	1	1.20		2.4	2.88
			sqm	1	2.85		2.4	6.84
		Total- 50% qty						12.69

CONSTRUCTION OF PROPOSED WOMENS CLINIC

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MEASUREMENT SHEET

119	MR	Roller Blinds - Blackout fabric : Providing and fixing of roller blind of sturdy aluminium top tube of 38mm diameter, powder coated bottom bar, with suitable roller clutch mechanism and plastic ball chain. The roller blind fabric should possess the mentioned specifications: a) Composition - 100% Polyester b) Openness factor - Opaque c) Fabric thickness - 0.5 mm +/-5% & Weight - 450 gsm +/-5% d) Width - 250 cm e) Fire rating - AS1530.3-1999 f) Water/Stain resistance - Protected by TEFLON fabric protector g) Environmental certification - OEKO-TEX Standard 100. Aluminium profile should have temper WP consisting of alloy 63400 along with anodizing of 10 micron and powder coating of 60 micron. The tensile strength of profile should be 9.10 Kg/mm square and elongation 18. The control clutch drive	sqm					
			sqm	5	1.54		1.6	13.50
			sqm	1	1.24		1.6	2.16
			sqm	1	1.24		2.4	2.88
			sqm	1	2.85		2.4	6.84
		Total- 50% qty						12.69
		DISMANTLING AND DEMOLISHING						
125	15.7.4	Demolishing brick work manually/ by mechanical means including stacking of serviceable material and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in-charge. In cement mortar	cum					
		existing buildings	cum	1.00	5.10	0.23	3.00	3.52
		miscellaneous	cum					2.00
		Total						5.52
126	15.12.2	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead Of area beyond 3 sq. metres	each					
		existing buildings	each	2.00				2.00
		Total	each					2.00

CONSTRUCTION OF PROPOSED WOMENS CLINIC								
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<u>MEASUREMENT SHEET</u>								
128	15.23.1	Dismantling tile work in floors and roofs laid in cement mortar including stacking material within 50 metres lead. For thickness of tiles 10 mm to 25 mm	sqm				factor	
		miscellaneous	sqm					20.00
		Total						20.00