



thsti

ट्रांसलेशनल स्वास्थ्य विज्ञान
एवं प्रौद्योगिकी संस्थान

TRANSLATIONAL HEALTH SCIENCE
AND TECHNOLOGY INSTITUTE

(An autonomous Institute of Dept. of Biotechnology, Ministry of Science & Technology, Govt. of India)

Bioscience cluster 3rd mile stone Faridabad Gurgaon Expressway, Faridabad.

PHONE No: 0129-2876426 FAX: 0129-2876 402 Web Site: www.thsti.res.in

TENDER DOCUMENT

FOR

**Providing and Fixing Aluminium Partition works in Bioassay
Lab at LGF, THSTI, NCR Biotech Science Cluster, Faridabad**

(Tender No.: THSTI/Engg./Civil/Fbd/18-19/02)



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PART – A

(NOTICE INVITING TENDER AND PRE-QUALIFICATION CRITERIA)

NOTICE INVITING TENDER

Tender No.: THSTI/Engg./Civil/Fbd/18-19/02

Date: 31/10/2018

1.0 Sealed tenders are invited on behalf of the Executive Director, THSTI under Two-bid system (Technical bid and Financial bid) from reputed Contractors for the award of work for “**Providing and Fixing Aluminium Partition works in Bioassay Lab at LGF, THSTI, NCR-Biotech Science Cluster, Faridabad**” as per schedule, specifications and as per the terms and conditions mentioned in this tender document.

Name of Work	Completion Period	Estimated Work Value	EMD	Date of Sale of Tender Document	Date of Submission & Opening
<u>Providing and Fixing Aluminium Partition works in Bioassay Lab at LGF, THSTI, NCR-Biotech Science Cluster, Faridabad</u>	<u>45 Days</u>	<u>Rs. 7.96 Lac</u>	<u>Rs. 15,920/-</u>	<u>31/10/2018 to 12/11/2018 up to 15:00 hrs.</u>	<u>12/11/2018 up to 15:00 hrs and opening on 12/11/2018 at 15:30 hrs.</u>

2.0 PRE QUALIFICATION CRITERIA

- 2.1. The tenderer must be a Goods and Services Tax (GST) registered firm / company. Sub-authorization is not accepted.
- 2.2. The tenderer should have had average annual financial turnover of not less than Rs. 8.0 Lac during the last three years. The tenderer should attach copy of audited/ITCC Certificate for the last three years duly attested by Chartered Accountant.
- 2.3. The tenderer is required to produce and attach solvency certificate for minimum value of Rs. 3.20 Lac from the scheduled bank duly attested by the Chartered Accountant or Senior Branch Manager of the scheduled bank. Refer “Annexure-IV”. The certificate should not be more than six months old from the date of publication of tender.

- 2.4. The tenderer should have completed at least;

Three similar works each of value not less than Rs. 3.20 Lac

OR

Two similar works each of value not less than Rs. 4.80 Lac

OR

One similar works of value not less than Rs. 6.40 Lac

in the last 3 years (i.e. Similar work means **Aluminium Partition work** in any other Govt. Department / private universities, Biotech companies, Research institution & pharmaceutical laboratories during last three years). Attested copies of the completion certificates issued by the Executive Engineer/Head of department are required to be enclosed with the technical bid. The tenderer should also give complete details of the concerned authority such as name with designation, valid address, telephone/ mobile number with STD Code, etc. The

completed works will be open to inspection and in case works is not up to the standard, the tender will summarily be rejected & no queries will be entertained in this regard. Refer "Annexure-V"

- 2.5. The firm should not have been blacklisted, debarred, declared non performer or expelled from any work of Union Government/ State Governments/ PSUs etc. during the last 5 years. They should also submit a self-declaration on its letter head for the same. The firm should also provide information regarding litigation / arbitration cases for the last five years as per Annexure-VI
- 2.6. The tenderer may visit / examine the site and its surrounding to assess the accessibility and asses the scope of work before submitting their offer. No claims later on shall be entertained. The tenderers shall arrange & maintain at his own cost all materials, T & P, Water and facility for workers for executing the work. Refer "Annexure-VII"

3.0 Sale of tender document

- 3.1. The complete tender document is available for sale at THSTI office on any working day from 31/10/2018 to 12/11/2018 up to 15:00 hrs on payment of non-refundable tender fee of Rs. 500- through a demand draft in favour of "**Executive Director, Translational Health Science and Technology Institute**" payable at Faridabad. In case of downloading of tender document from website, the tender fees should be paid through demand draft along with bid security. However in case of downloading of tender documents from website it will be the responsibility of applicants / firms to ensure that complete tender documents have been downloaded.

3.2 Notification of Amendments

If any modification or amendment is made to the tender document, the same will notified on the THSTI web site only and no separate advertisement will be released for the same. Prospective bidders are therefore advised to regularly visit the THSTI web site for any such updates.

4.0 Submission of bids

- 4.1. Under the two bid system, the bidders are required to submit their 'Technical bid' and 'Financial bid' separately. All the documents related to technical bid (i.e. Eligibility criteria & Technical details) and financial bid should be put in two separate envelopes duly marked as '**Technical bid**' and '**Financial bid**' respectively. Both the envelopes shall then be sealed in one outer (main) envelope which should be super subscribed clearly with the name of work and the NIT reference number addressed to the Executive Director, THSTI. The outer envelope shall contain the name and postal address of the tenderer with Phone/ Mobile/ Fax numbers and e-mail address, if any.

4.2. The 'Technical bid' should consist of the following documents:

- a. Application form along with documents relating to eligibility criterion (as per Annexure I to VII).
- b. Bid Security(EMD).
- c. Tender fee Rs. 500/- in the form of demand draft. (If not already paid).
- d. Power of attorney of person authorized to sign the Bid.
- e. Complete Tender Document (Part – A to H) duly signed and stamped.
- f. Technical specification compliance sheet (Annexure-VIII).

4.3. The 'Financial bid' should contain the following documents:

- a. Price bid as per the prescribed format (Part 'G').

4.4. The last date for submission of bids duly complete in all respect is **31/10/2018** up to 15.00 hrs. The bid should be valid and open for acceptance for a period of 90 days from the date of opening the technical bid.

5.0 Opening of Technical bid.

5.1. Technical bid of all tenderers shall be opened on 12/11/2018 at 15:30 hrs at THSTI, Faridabad in presence of tenderers or their authorized representatives. A two stage screening process will be adopted for evaluation of technical bid as discussed under clause - 6.0

6.0 Evaluation of Technical bid

6.1. Screening of pre-qualification documents

6.1.1. At this stage the bid will be evaluated for compliance with the minimum pre-qualification criteria as listed above. The screening will be done purely on the basis of documentary evidence submitted by the tenderer along with his technical bid.

6.1.2. The decision of Bid Evaluation Committee with regard to the evaluation of bids will be final and no correspondence will be entertained in this regard.

6.2. Final short-list

6.2.1. The name of firms which qualify the Pre-qualification Criteria will be included in the 'Final short list' and will become eligible for opening of their Price bid.

7.0 Opening of Price bid

7.1. The price bid of final short listed bidders only will be opened at a date and time to be decided by the Competent Authority and will be communicated to the concerned parties accordingly.

8.0 Evaluation of price bid and award of work

8.1. The work will be awarded to the tenderer whose bid has been determined to be eligible and to be substantially responsive to the tender documents and who has offered the lowest evaluated bid.

Corrigendum/amendments etc., if any, will be notified only on the THSTI/RCB web site and no separate advertisement will be made for the same. All prospective bidders are therefore advised to regularly visit the THSTI web site (i.e. www.thsti.res.in) for any future information or update.

Note: -

1. The tenderers should sign all documents with stamp otherwise their tenders will be rejected without any reply.

Engineer-in-charge

Signature of tenderer with Seal & Date

PART – B

(INSTRUCTIONS TO BIDDERS)

INSTRUCTIONSTO BIDDERS

- I. The Tenderer should sign and stamp each page of the tender documents.
- II. The Tenderer may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is however, advised not to furnish superfluous information. No information shall be entertained after submission of tender documents unless it is called for by the THSTI.
- III. Any information furnished by the tenderer found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of work in THSTI.
- IV. Any variation in the terms and conditions of the general/special conditions for payment, tender fees, security deposit, etc. is not acceptable to THSTI and such tenders will be rejected straight away.
- V. THSTI reserves the right to award the contract in full or in part as per the decision of the Competent Authority.
- VI. THSTI is not responsible for any postal delay in receipt of the application / receipt of tender documents etc. It is the responsibility of tenderer to make sure that the tender is received in time.
- VII. The contractor has to inform contact no. and the person to be contacted in case of any query.
- VIII. The tenderer shall attach the copy of PAN Card, GST registration.
- IX. Acceptance of tender shall rest with the THSTI which shall not be bound to accept the lowest tender and reserves to itself the right to reject any or all tenders received without assigning any reasons therefore.
- X. Incomplete tenders are liable to be rejected.
- XII. Any bid received after the deadline for submission of bids, will be rejected and/or returned to the tenderer.

Engineer-in-charge

Signature of tenderer with Seal & Date

PART – C

(GENERAL CONDITIONS OF CONTRACT)

GENERAL CONDITIONS OF CONTRACT

1.0 CONTRACT DOCUMENT

- 1.1 The terms 'Contract document' means the Notice Inviting Tender, Tender form, Instructions to bidders, Special Conditions, General Conditions of Contract, Specifications, Price Schedule and Drawings and Articles of Agreement.
- 1.2 "THSTI" shall mean Translational Health Science and Technology Institute with its present office at NCR – Biotech Science Cluster, 3rd mile stone Faridabad - Gurgaon Expressway Haryana 121001.
- 1.3 The Contractor shall mean the sole proprietor, or firm or company whether incorporated or not, undertaking the works and shall include the legal representative or such individual successors, heirs, administrators or assignees of such sole proprietor, firm or company, as the case may be or the persons composing such firm or company of the successors of such firm or company and the permitted assignees of such individual or firms or company.
- 1.4 Engineer-in-charge shall mean the officer designated by the Executive Director, THSTI who shall supervise and shall be in charge of the work, and issue necessary instructions at site, on behalf of THSTI.

2.0 Contractor shall strictly conform to the specification, price schedule, general and special terms and conditions, if any, and any other matter contained in the tender documents issued by the THSTI.

3.0 The estimated value under work, Bid Security (Earnest Money) and Performance Security are as follows:

A)	Estimated cost	:	<u>Rs. 7.96 Lac</u>
B)	Bid Security (Earnest Money Deposit)	:	<u>Rs. 15,920/-</u>
C)	Performance Security	:	<u>5% of Tender Amount</u>

4.0 BID SECURITY (EARNEST MONEY DEPOSIT)

- 4.1. Earnest money along with the tender will be accepted only in the form of demand draft drawn in favour of Executive Director, "Translational Health Science and Technology Institute" drawn on a Nationalized/Scheduled bank. The demand draft shall be payable at Faridabad. **Tender fee and EMD is not exempted under any condition.**
- 4.2. The bid securities of unsuccessful tenderer will be returned as promptly as possible as but not later than 30 days after the expiry of the period of bid validity prescribed by THSTI.
- 4.3. The bid Security of the successful bidder will be returned upon the tenderer executing the work and furnishing the required Performance Security.
- 4.4. Withdrawal or modification of offer by the tenderer during the interval between the deadline for submission of bids and expiry of the period of bid validity will not be permitted and will result in the forfeiture of its bid security.

5.0 PERFORMANCE SECURITY AND SECURITY DEPOSIT

- 5.1. The contractor will be required to furnish performance security as per prescribed format for an amount equal to 5% of the estimated value of the work in the form of CDR/FDR/DD/bank guarantee (of nationalized/ Scheduled Bank in a standard format) within two weeks from the date of signing/execution of a work agreement. The performance security should remain valid for a minimum period of one year (i.e. equal to completion period) plus three months of claim period from the date of award of contract.
- 5.2. Agreement. (Refer Annexure 'X')

- 5.3. The performance security will be released after the completion of work and issue of completion certificate.
- 5.4. Failure of the successful contractor to lodge the required Bank Guarantee shall constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security, in which event the THSTI may make the Award to the next lowest evaluated tenderer or, if there are no other tenderer, call for new bids.
- 5.5. In the event of breach of contract by the contractor, the performance security will liable to be forfeited by THSTI.
- 5.6. The contractor whose tender is accepted will also be required to furnish by way of **Security Deposit** for the fulfillment of his contract, an amount equal to 5% of the tendered value of the work. The Security deposit will be collected by deductions from the running bills as well as final bill of the contractor at the rates mentioned above.
- 5.7. The Security Deposit will be released after the expiry of the Defects Liability period of work (i.e. 12 Months) subject to satisfactory fulfillment of its obligations by the contractor under the work.

6.0 DRAWINGS

- 6.1. All the drawings are enclosed with the tender document and the contractor must furnish detail bar chart showing the various activity w.r.t. times and he must organize co-ordination meeting at the site to review the progress of work.

7.0 TIME FOR COMPLETION OF CONTRACT

- 7.1. Time for completion of total work shall be **45 days** from the date of award of contract. Completion time for each work order shall be mutually decided between THSTI and the Contractor depending upon the value and urgency of the work. However, the maximum period will be allowed not exceeding **45 days** from the date of issuing work order.

8.0 TIME AND EXTENSION FOR DELAY

- 8.1. If in the opinion of the Engineer-in-Charge the works is delayed by:
 - a. Force majeure.
 - b. Reasons of civil commotion, location combination of workers on strike or lock-out affecting any of the building trades.
 - c. In consequence of the contractor for not having received in due time necessary instructions from the Engineer-in-charge for which he shall have specifically applied in writing.
 - d. Reasons of Engineer-in-charge instruction

The Engineer-in-charge shall make a fair and reasonable extension of time for completion of the contract works. Then upon the happenings of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in- charge but shall nevertheless use constantly his best endeavor's to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the works.

- 8.2. Request for rescheduling of date of completion and extension of time, to be eligible for consideration, shall be made by the Contractor in writing immediately after the happenings of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 8.3. In such case, the Engineer-in-charge may give a fair and reasonable extension of time and reschedule the completion date. Such extension shall be communicated to the Contractor by the Engineer-in-charge in writing within 1 month of the date of receipt of such a request. Non-application by the Contractor for extension of time shall not be a bar for giving a fair and reasonable extension by Engineer-in-charge and this shall be binding on the Contractor.

9.0 COMPENSATION FOR DELAY

- 9.1. Time is the essence of the contract. The time allowed for the work shall be strictly followed otherwise the Contractor shall be liable to pay compensation at the rate of 0.2 % of the ordered value of the work per day of delay on the part of the contractor subject to a maximum of 5 % of the total ordered value. The decision of Engineer-in-charge about the delay shall final and binding.
- 9.2. If the contractor after award of work fails to deliver any item / part of the work within the time period allowed, THSTI reserves the right to remove that particular component from the scope of main contractor and get it done through some alternative resources at the cost of main contractor.

10.0 TECHNICAL SPECIFICATIONS AND STANDARDS

- 10.1. The materials & services to be provided by the tenderer under this contract shall conform to the technical specifications as laid down under this tender document and should be carried out to the complete satisfaction of the Engineer-in-charge.

11.0 WORK OPEN TO INSPECTION

- 11.1. All work under or in course of execution or being executed in pursuance of the contract shall at all times be open to inspection and supervision by the Engineer-in-charge and his authorized subordinates, and the Contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive order and instructions, or have a responsible agent duly accredited in writing, present for that purpose. Order given to the contractor's agent shall be considered to have the same force as if the same had been given to the Contractor himself.
- 11.2. All works shall be executed subject to the approval in all respect of the Engineer-in-charge who shall be entitled to direct at what point or points and in what manner these are to be commenced, and carried out from time to time.

12.0 INSPECTION, TESTING AND QUALITY CONTROL

- 12.1. THSTI and/or its nominated representative(s) will, inspect and/or test the work / material to confirm their conformity to the tender specification at no extra cost to the THSTI. The Inspection Authority to be designated by the THSTI shall specify what inspections and tests are required and where they are to be conducted. The THSTI shall notify the contractor in writing in a timely manner of the identity of any representatives retained for these purpose. All work / material shall be tested as stipulated in the latest specification of, Govt. /institutes.
- 12.2. The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s) or at the point of delivery. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the Inspectors at no charge to the THSTI.
- 12.3. The representative of institute shall inspect or test the items, which fail to conform to the specifications. The THSTI may reject such items and the tenderer shall replace the rejected items, at no cost to the THSTI, within a stipulated time period.

- 12.4. The THSTI's right to inspect, test and where necessary, reject the items after its arrival at the final destination shall in no way be limited or waived by reason of the items having previously been inspected, tested and passed by THSTI or its representatives.
- 12.5. Nothing shall in any way release the tenderer from Guaranty or other obligations under the contract.
- 12.6. The THSTI shall be the final authority to reject full or any part of the item which is not conforming to the specifications and other terms & conditions.
- 12.7. No payment shall be made for rejected items. Rejected items must be removed by the contractor within one weeks of the date of rejection at their own cost and replace immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the contractor without any further notice.

13.0 PACKING AND MARKING

- 13.1. The packing of items to be supplied directly at site, should be strong and durable enough to withstand, without limitation, the entire journey during transit including trans-shipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the supplied Items and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 13.2. The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as per site condition. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the tenderer accordingly.
- 13.3. Packing instructions:
The tenderer shall make separate packages for each consignee (in case there is more than one consignee mentioned in the work order) and mark each package on three sides with the following with indelible paint of proper quality:
 - a. contract number and date
 - b. brief description of items including quantity
 - c. packing list reference number
 - d. country of origin of supplied items
 - e. consignee's name and full address
 - f. tenderer's name and address

14.0 WATER & POWER FOR THE WORK

THSTI shall provide power & water at one point for the proper execution of the work free of cost under normal circumstances if available at site. In case THSTI is not in a position to supply the water and / or power, the contractor will make his own arrangement so that the work does not suffer. However no claim of the contractor whatsoever shall be entertained by THSTI on this account.

15.0 CO-ORDINATION

Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the contractor. Proper co-ordination with other agencies will be contractor's responsibility. In case of any dispute the decision of THSTI shall be final & binding on the contractor.

CLEARANCE OF SITE

The contractor shall have to remove all waste (Melba) and other unwanted material from site of work before handing over the installation to the THSTI. The work shall not be treated as complete in all respects unless these requirements are fulfilled by him. In the event of contractor failing to do so, the THSTI shall have right to get the site cleared at the cost of contractor.

16.0 COMPLIANCE WITH LABOUR LAWS AND OTHER LAWS

The Contractor shall abide by the Contract Labour, (Regulation and Abolition) Act 1970, and Contract Labour (Abolition and Regulation) Central rules 1971. The Contractor shall comply with the provisions of Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act and other applicable regulations and other labour laws Contract Labour as mentioned below as applicable amended up to date:

- 1) Industrial Disputes Act.
- 2) Industrial Establishment (Standing orders) Act.
- 3) Trade Unions Act.
- 4) The Factors Act.
- 5) Employees Provident Fund & Miscellaneous Provision Act.
- 6) Employees State Insurance Act.
- 7) Workmen's Compensation Act.
- 8) Payment of Gratuity Act.
- 9) Minimum Wages Act.
- 10) Payment of Wages Act.
- 11) Equal Remuneration Act.
- 12) Payment of Bonus Act.
- 13) National / Weekly Holiday Act.
- 14) Inter-state Migrant Workmen (Regulation of Employment and of service conditions) Act.

In case, THSTI is made liable to pay any amount to any third party due to non-observance of any of the statutes/law as mentioned above, the same will be adjusted from any future payment due payable to the contractor or from performance security available with THSTI.

17.0 SAFETY CODE, LABOUR CAMPS SANITARY ARRANGEMENTS

The Contractor shall follow the Safety Code and Model Rules for the Protection of health and Sanitary arrangement for Workers as prescribed by the CPWD as regard to safety code and first aid facilities. In case, the Contractor fails to make the aforesaid arrangement, the Executive Director, THSTI shall be entitled to do so at the risk, responsibility and cost of the Contractor. Determent panel and legal action shall be taken in the event of any failure on the part of the contractor to discharge the safety obligations which are laid down in the contract.

18.0 PAYMENT OF WAGES BY THE CONTRACTOR

The Contractor shall directly pay to labour employed by him and shall be solely responsible for following all Government rules and regulations applicable for employment.

19.0 REMOVAL OF PERSON

The Engineer-in-charge may require the Contractor to remove from the site of the work any person or persons in the Contractor's employment who may found to be incompetent or due to misconduct and the Contractor shall forthwith comply with such requirement / instructions.

20.0 WATCH AND WARD

The contractor shall be responsible for watch and ward of all the works and various materials till complete handing over the works to the THSTI.

21.0 LIEN IN RESPECT OF CLAIM IN OTHER CONTRACTS

Any Sum of money due and payable to the Contractor (including the security deposit refundable to him) under the contract may be withheld or retained by way of lien by the THSTI in respect of payment of a Sum of money arising out of or under any other contract made by the Contractor with the THSTI. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the THSTI will be kept withheld or retained as such by the THSTI or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the Contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

22.0 OTHER CONDITION

- 22.1. Each of the prospective tenderers, who submit their bid for this tender, shall be required to deposit its sample of material for mockup screening at THSTI office during the evaluation of its Technical bid (i.e. just after opening of Technical bid the tenderers will be intimated his mockup schedule to THSTI). He may also be required to give the brief technical specification details & presentation to the Bid Evaluation Committee Members during such mockup show for those items he has submitted his bid to THSTI for technical acceptability as per the tender specifications, failing which bid shall be liable to be rejected. All the cost for organizing such requested mockup show at THSTI shall be solely borne by the prospective tenderers himself. THSTI shall not pay or bear any cost regarding the same.
- 22.2. The time for supply of items is very important factor to the THSTI. Only those tenderers, who are confident and willing to supply the requested items to THSTI within the prescribed time period after the receiving of confirm supply order from THSTI are requested to participate in this Tender.
- 22.3. Payments to the contractor shall be made as per the Clause – 7 & 9 of the CPWD updated General Conditions of Contract.
- 22.4. The submission of tender shall be deemed to be an admission on the part of the bidder that it has fully acquainted with the contract terms and no claim other than what stated in the tender shall be paid in the event of award of Contract.
- 22.5. For elaboration of any items of the General condition of Contract, reference shall be made to CPWD manual. The Contractor shall in advance seek clarification on any elaboration.
- 22.6. The successful tenderer is responsible to provide the required manpower with qualified persons to meet the requirements of the maintenance of the installation during the guarantee period. The contractor shall provide

any cleaning materials required. Tools required for the maintenance shall be arranged by the contractor (spanner set, cutting pliers, pipe wrenches etc.).

22.7. The staff to be engaged on this work shall have full knowledge and experience of the work in which they are engaged.

22.8. No subletting or subcontracting of the work will be permitted without the express consent of THSTI.

22.9. The tenderers should have competent personnel stationed in the office/service center in Delhi/NCR. The service center in Delhi/NCR must also stock spares for providing prompt services during the guarantee period and thereafter if required. A proof to this effect must also be furnished.

22.10. All dispute arising under this contract will be subject to the jurisdiction of Haryana High Court.

22.11. In case this tender document does not contain a provision or terms for dealing with a situation that may arise during the execution of the works, the relevant provisions contained in the CPWD manual or any other laws/rules shall be followed in such cases and the same will be binding on the Contractor.

Engineer-in-charge

PART – D

(SPECIAL CONDITIONS OF CONTRACT)

SPECIAL CONDITIONS OF CONTRACT

1.0 PRICES

1.1 Tenderers price shall be deemed to include cost of all materials, tools and tackles, taxes, delivery charges etc. whether specifically mentioned or not. The tenderer shall also include in his price all taxes, duties or other levies which are legally leviable on the tendered work. The prices will remain firm & fixed during the currency of work. However, in case of any statutory variation in Taxes/Duties after the last date of submission of Tender the same shall be adjusted. The Tenderer may therefore indicate the percentage cost of material and labor to be considered for the payment of adjustment of statutory variation in Taxes/Duties as mentioned above. The prices should be quoted on F.O.R destination basis. (i.e. THSTI, Faridabad)

2.1 DEVIATION

The deviation in quantities of respective work order shall be allowed up to the extent of $\pm 10\%$ on the awarded rates.

3.1 PAYMENT AND DEDUCTIONS

4.1 The payment will be made to the contractor within 30 days (on submission of bills with measurements etc. complete in all respect) of successful completion of work(s) in all respect as per the work orders issued under this work and satisfaction of Engineer-in-charge.

5.1 Procedure for submission of bills

- a. Within 30 days of successful completion of the work against any work order issued under this work, the contractor will have to submit bill to the Engineer-in-charge for verification and payment.
- b. Measurements shall be in unit system as mentioned in schedule of work and respective bills as per the work order issued under work shall be prepared and submitted by the contractor for payment based on joint measurement.
- c. The Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim as far as admissible to be adjusted.
- d. If the contractor does not submit the
- e. bill within the time fixed aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare the bill. This shall be done at the cost of the contractor and the failure of the Contractor to participate and countersign the measurements shall foreclose his right to challenge them at any stage thereafter.
- f. Before making payment, security deposit @ 5% will be deducted from each bill and the same will be released on satisfactory completion of guarantee period. Further, deduction towards taxes, service tax etc as applicable, will be made before release of payment to the contractor.

6.1 DEVIATION / VARIATION / EXTRA ITEMS / SUBSTITUTE ITEMS AND PRICING

6.2 GENERAL

The Engineer-in-Charge shall have power to make alteration in, omissions from, additions to, or substitutions from the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

6.3 EXTRA ITEMS / PRICING

In the case of extra item(s) the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the engineer-in-charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

6.4 SUBSTITUTE ITEMS/PRICING

- a. In case of substituted items, the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the aforesaid Para.
- b. If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- c. If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- d. In the case of contract items, substituted items, contract cum substituted items, the limit of increase shall be 10 % of the stipulated quantities of the contract. If these quantities exceed the limits of 10 % of the stipulated quantities in the contract, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities the Engineer-in-charge shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

- e. The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid in above para, and the Engineer-in-charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration and reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of 15 days having regard to the market rates.

GUARANTEE CLAUSE (DLP)

- 7.1 The contractor shall guarantee that all the works executed by him shall be free from defects due to faulty, material or workmanship.
- 7.2 The charge and any shortcomings found in the materials as specified shall be removed at no extra cost. The contractor shall provide the necessary personnel and tools for fulfilling the above guarantee. Period of the guarantee shall be (12) twelve months from the date of issue of completion certificate. During this period any or all components found to be defective shall be replaced or repaired free of cost.
- 7.3 If the defects are not removed within a reasonable time the THSTI may arrange to do at the contractor's risk and cost, without prejudice to any other rights.

8.1.1. PRICE FALL CLAUSE

If at any time during the validity of the work the tenderer executes such works as are under this tender. In case of increase in market prevailing prices of the materials if claimed by the supplier, no price escalation will be payable.

8.1.2. OTHER CONDITION TO BE ADHERE BY TENDERER

- 8.1.2.1 The work is to be carried out as per the specifications in the tender and relevant standards of CPWD.
- 8.1.2.2 The material should be got approved before start of work.
- 8.1.2.3 The contractor shall clear the site after completion of work in all respects.
- 8.1.2.4 All the material used shall be one of the stipulated makes as per approved list of material.
- 8.1.2.5 The contractor shall comply with safety codes for Fire precaution, health requirement, scaffolds & ladders etc.
- 8.1.2.6 No T & P shall be issued by THSTI.
- 8.1.2.7 All dismantled material for which credit is not being given in the tender shall be handed over to the site engineer stored at proper place.
- 8.1.2.8 Contractor shall be fully responsible for safety of his workers and incase of any accident / mishap the entire responsibility shall be on the contractor.
- 8.1.2.9 The work shall be executed without any loss / damage to the THSTI's properties.
- 8.1.2.10 The picture / drawings provided in the specification is for illustration purposes only and not to scale.

8.1.3. INTERPRETATION

8.1.3.1. In interpretation of specifications, the following orders shall be as followed: -

- a) Drawings
- b) Technical Specification
- c) Special Conditions of contracts
- d) General condition of contract

8.1.3.2. Matters not covered by the specification given in this contract as a whole shall be covered by relevant and latest Indian Standard codes/ C.P.W.D code. If such codes on a particular subject have not been framed, the decision of the owner/ owner's representative shall be final and binding.

8.1.4. TERMINATION

8.1.4.1. Being a standing offer, the work can be terminated from either side by serving one month's notice to the other party. However, all the orders placed before the date of serving of such notice will be valid and binding on both the parties. Further, the orders placed under the work can also be terminated individually and the same will not lead to automatic termination of work unless so specified.

8.1.4.2. Termination of work order

8.1.4.3 Notwithstanding anything elsewhere provided herein and in addition to any other right or remedy available to THSTI under the work or otherwise including right of THSTI to claim compensation for delay, THSTI may, without prejudice to his right against contractor in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this work or otherwise and whether the date for completion has or has not elapsed by intimation in writing, absolutely determine and terminate the Contract.

Default or failure by the contractor in any of the under mentioned cases, including but not limited to the following shall be the basis of taking action under this clause of the contract.

- 1) Failure to provide at the job site, sufficient labor, material, equipment, machinery, and / or facilities, required for the proper and / or due execution of the work or any part thereof:
- 2) Failure to execute the works or any of them in accordance with the contract.
- 3) Disobedience of any order or instruction of the Site Engineer and /or Engineer-in-charge.
- 4) Negligence in carrying out the work or carrying out of work found to be unsatisfactory by the Engineer-in-charge.
- 5) Abandonment of the works or any part thereof.
- 6) If the Contractor misconduct in any manner.
- 7) Delay in execution of work, which in opinion of Engineer-in-charge shall delay the completion of work beyond the stipulated date of completion.
- 8) Distress, execution, or other legal process being levied on or upon any of the Contractors goods and /or assets.
- 9) Death of Contractor (if an individual)

10) If the Contractor of any person employed by him shall make or offer for any purpose connected with the contract any gift, gratuity, royalty, commission, gratification or other inducement (whether money or in any other form) to any employee or agent to THSTI.

8.1.4.4 The decision of the Executive Director, THSTI as to whether any of the events/ contingencies mentioned in aforesaid clauses entitling THSTI to terminate the contract has occurred shall be final and binding upon the Contractor. The jobs left however by the Contractor shall be got done at his risk and cost through the other agencies and the Contract shall be determined accordingly.

8.1.5. FORCE MAJEURE

8.1.5.1 The right of the contractor to proceed with the work shall not be terminated because of any delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including but not limited to acts of god, or of the public enemy, restraints of a sovereign state, floods, unusual severe weather conditions.

8.1.6. ARBITRATION

8.1.6.1 Any claim, dispute or difference arising out of or in connection with this agreement and which cannot be settled by mutual consultations, shall be referred to sole Arbitration or an Arbitrator to be appointed by mutual consultations. The award of the Arbitrator shall be final and binding between the parties as per the terms and conditions of the Agreement to be executed on award of contract. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Ordinance dated 26th March, 1996 and shall be conducted in Haryana

Engineer-in-charge

PART – E

(TECHNICAL DETAILS)

SCOPE OF WORK

Name of work: - "Providing and Fixing Aluminium Partition works in Bioassay Lab at LGF, THSTI, NCR-Biotech Science Cluster, Faridabad".

- I. Providing and fixing Aluminium partition in Bioassay Lab.
 - P/f Aluminium Partitions.
 - P/f laminated particle board up to 3'3" height.
 - P/f float glass above 3'3" height.
 - P/f Aluminium sliding & hinged door shutters.

Engineer-in-charge

GENERAL SPECIFICATIONS

1. Specifications of all material to be used should be compliance to relevant codes of Bureau of Indian Standards (BIS).
2. ISI marked material shall be used wherever applicable.
3. For standard makes or variety of materials the samples shall be got approved from the Engineer-in charge in advance.
4. Each board may also be marked with standard mark governed by the BIS Act,1986.
5. A sample of every item of furniture or as directed by the Engineer-In-Charge, including its parts shall be submitted for approval before an order is placed or manufacture commences. Approved samples shall be used as standards of finish and workmanship.

Note: -Specifications mentioned above are indicative. CPWD specifications to be followed for further reference.

Engineer-in-charge

LIST OF APPROVED MAKES

S.No.	Material	Approved Makes
01	Aluminium Alloy Extruded section	Hindalco /Indalco /Jindal /Nalco or as approved equivalent
02	Stainless Steel Hinges & Hardwares	JOLLY / ASI SUPREME
03	Stainless Steel Nuts Bolts / Screws	KUNDAN / PUJA / ATUL / GWK
04	Door Closer, Handle & Locks	DORSET / OZONE
05	Particle Board	NOVA PAN / BHUTAN BOARD
06	Locks, Handles, Hardware's and Fittings	Ozone / Dorset / Hettich or as approved equivalent
07	Float / Toughened Glass	Modi, Saint Gobin or as approved equivalent

Note: For any other item required to be incorporated in works sample shall be got approved from the Engineer-in-charge.

In the list of approved make above, out of two/ three makes mentioned in the list, only first make shall be quoted for and used. However, if no-availability or any other technical reasons, the alternative make is allowed, it shall be subject to price variation as approved by the Engineer-in-charge.

Engineer-in-charge

LIST OF CODES

The materials and workmanship shall be in accordance with the requirement of the appropriate IS code wherever applicable together with any building regulations or bye-laws governing the works.

The following list is included for guidance only and the omission from the list does not relieve the contractor from compliance therewith:

IS 1200	:	Mode of measurement.
IS 287	:	Recommendation for maximum permissible moisture contents of Timber used for different purposes.
IS 1141	:	Code of practice for seasoning of timber.
IS 104	:	Specification for ready mixed painted, brushing, zinc chrome, priming.
IS 137	:	Ready mixed paint, brushing, matt or egg-shell flat, finishing, interior to Indian standard colour as required.
IS 303	:	Specification for plywood for general purposes.
IS 710	:	Specifications for Marine Plywood.
IS 723	:	Specification for steel counter sunk head wire nails.
IS 729	:	Specification for drawer lock, cupboard lock and box locks.
IS 848	:	Specification for synthetic resin adhesive for plywood (phenolic and amino plastic).
IS 851	:	Specification for synthetic resin adhesive for const. work (nonstructural in wood).
IS 852	:	Specification for animal glue for general wood work purpose.
IS 2046	:	Decorative thermosetting synthetic resin bonded laminated sheet.

Engineer-in-charge

PART –G

(Price Bid)

PRICE BID

Name of work - Providing and Fixing Aluminium Partition works in Bioassay Lab at Lower Ground Floor, THSTI.

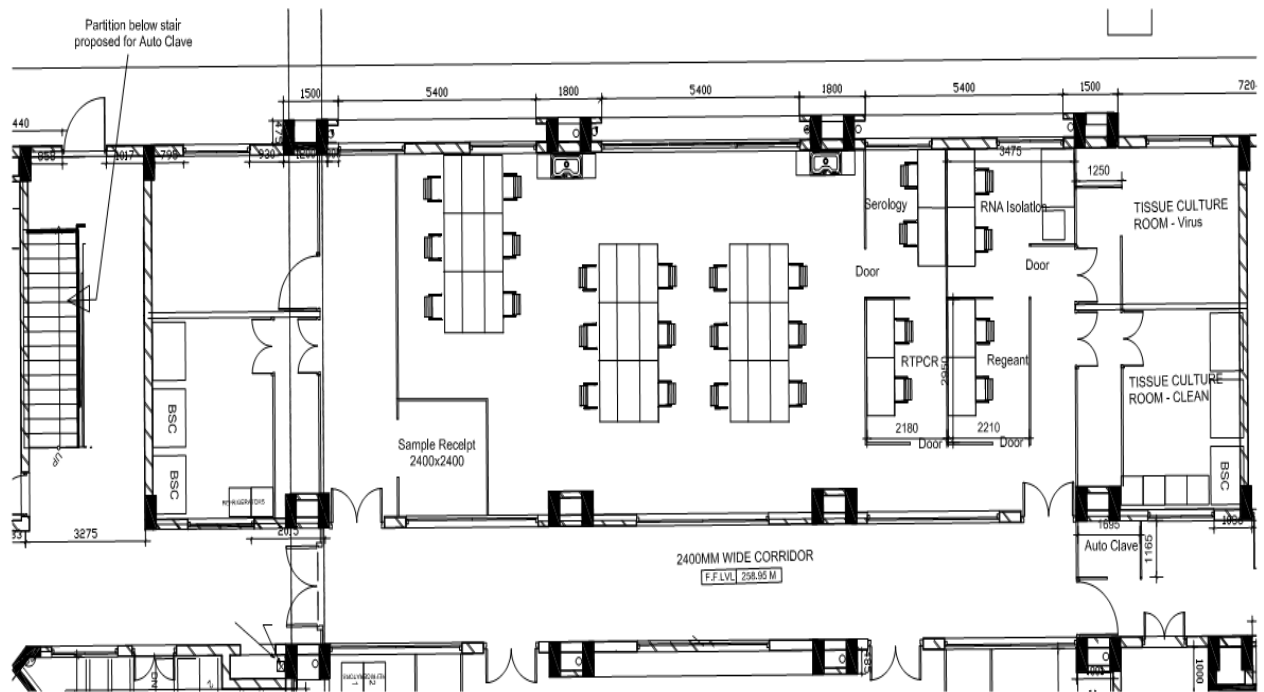
S.no	Description of Item	Unit	Qty	Rate	Amount
1.0	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass/ stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge.				
1.1	For fixed portion				
(a)	Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15)	Kg	994		
2.0	For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately).				
2.1	Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15)	Kg	175		
3	Providing and fixing 12mm thick pre-laminated particle board flat pressed three layer or graded wood particle board conforming to IS: 12823 Grade I, Type II in paneling fixed in aluminium doors, windows shutters and partition frames with C.P. brass/stainless steel screws etc. complete as per architectural drawings and directions of engineer-in-charge.				
3.1	Prelaminated particle board with decorative lamination on both sides.	Sqm	49		

4	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge (Cost of aluminium snap beading shall be paid in basic item):				
4.1	With float glass panes of 5.50 mm thickness	Sqm	109		
5.0	Providing and fixing aluminium extruded section body tubular type universal hydraulic door closer (having brand logo with ISI, IS : 3564, embossed on the body, door weight upto 36 kg to 80 kg and door width from 701 mm to 1000 mm), with double speed adjustment with necessary accessories and screws etc. complete.	No	4		
6	Providing and fixing 100mm brass locks (best make of approved quality) for aluminium doors including necessary cutting and making good etc. complete for sliding & hinged door shutters.	No	9		
7	P/F aluminium tower bolts ISI Marked anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade with necessary screw etc. complete.				
7.1	300 x 10 mm	Each	20		
8	Providing and fixing sliding arrangement including all accessories for aluminum sliding door shutters etc. complete as per the instructions of E.I.C.	Each	7		
8.1	Providing and fixing aluminium handles ISI marked anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade with necessary screws etc. complete : up to 300 to 450mm length (Handle to be approved by EIC)	Each	18		
9	Providing and fixing aluminium hanging floor door stopper, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour and shade, with necessary screws etc. complete.				
9.1	Twin rubber stopper	Each	10		
Total i/c all Taxes					

Engineer-in-charge

PART – F

(PROPOSED DRAWINGS)



PART – H

(Annexures)

APPLICATION FORM

[NOTE: On the letterhead of the applicant including full postal address, email address, telephone no. and fax no.]

Date: _____

The Executive Director

THSTI,

BSC 3rd Mile stone Faridabad - Gurgaon

Expressway Faridabad 121001

Sirs,

1. Being duly authorised to represent and act on behalf of (hereinafter referred to as “the Applicant”) and having reviewed and fully understood all the pre-qualification information provided, the undersigned hereby applies to be pre-qualified by yourselves as a tenderer for award of work(s) for _____

2. Attached to this letter are copies or original documents defining:
 - (a) the applicant’s legal status
 - (b) the principal place of business
 - (c) the place of incorporation (for applicants who are corporations) or the place of registration and the nationality of the owners (for applicants who are partnerships or individually owned firms)
 - (d) Annexure no. II to VIII
3. Your agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative or any institution referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.
4. Your agency and its authorized representatives may contact the following persons for further information on general, personnel, technical and financial enquiries.

Contact 1: Name, email and Phone no.

Contact 2: Name, email and phone no.

5. This application is made with the full understanding that:
- (a) Bids submitted by applicants will be subject to verification of all information submitted at the time of bidding
 - (b) Your agency reserves the right to:
 - amend the scope and value of the contract / bid under this project; in such event, bids will only be called from pre-qualified bidders who meet the revised requirements; and
 - reject or accept any application, cancel the pre-qualification process, and reject all applications without assigning reasons or incurring any liability thereof; and
 - (c) Your agency shall not be liable for any such actions and shall be under no obligation to inform the applicant.
6. The undersigned declares that statements made and the information provided in the duly completed application are true and correct in every detail.

Signed and sealed, Name

For and on behalf of.....

GENERAL INFORMATION

1.	Name of firm
2	Head office address
3	Telephone Contact
4	Fax E-mail No.
5	Place of incorporation/ Year of incorporation/ registration Registration

Signature and seal of the Authorized Signatory of the bidder

FINANCIAL CAPABILITIES

Financial Year	Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet
<u>2015-2016</u>	<u>Rs.</u>
<u>2016-2017</u>	<u>Rs.</u>
<u>2017-2018</u>	<u>Rs.</u>

NOTE: The above data is to be supported by audited balance sheets

1. Attach recent solvency certificate from bankers. The certificate should be not more than one-year-old from the date of submission of bid.

Signature and seal of the Authorized Signatory of the bidder

Solvency certificate

This is to certify that to the best of our Knowledge and information M/s having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs. (Rupees.....)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

Date of Issue: -

**(Signature with Stamp)
For the Bank**

Note: -

1. Banker's certificate should be on letter head of the Bank and should not be more than 6 months old from the date of publication of tender.
2. In case of partnership firm, certificate should include names of all partners as recorded with Bank.

EXPERIENCE OF COMPLETION OF PROJECTS OF SIMILAR NATURE & COMPLEXITY

(During last three years ending last day of month previous to the one in which applications are invited)

Sl. No.	Name of work / project and location	Owner or sponsoring organization	Cost of work in Lakhs	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Name and address/ telephone number of officer to whom reference may be made	Remarks

NOTE: Please attach supporting documents (completion certificates along with order copies) for the above information

Signature and seal of the Authorized Signatory of the bidder

LITIGATION DETAILS (COURT CASES/ARBITRATION)

Year	Name of the work	Name of the Client, with Address	Title of the court Case/Arbitration	Detail of the Court/ Arbitrator	Status Pending/ Decided	Disputed Amount (Current Value, the equivalent) in case of Court Cases/arbitration	Actual Awarded Amount (Rs) in decided Court Cases/arbitration

Signature and seal of Authorized Signatory of bidder

CERTIFICATE FOR SITE INSPECTION

Certified that we..... (Name of tenderer) have visited the site on dated..... and assessed the nature and amount of work involved before submitting our offer. We will be able to complete the works within the stipulated time and also certified that we will be able to supply the material/executing the work as per specification to suit the site conditions.

**Address of site: - THSTI, NCR-Biotech Science Cluster
3rd mile stone Faridabad - Gurgaon Expressway
Faridabad Haryana-121001**

Signature of Tenderer with Seal & Date

Technical Specification Compliance Sheet

Sr.No.	Specification of Material	Compliance	Non-Compliance
1.	Aluminium Alloy Extruded section		
2.	Stainless Steel Hinges & Hardwares		
3.	Stainless Steel Nuts Bolts / Screws		
4.	Door Closer, Handle & Locks		
5.	Particle Board		
6.	Locks, Handles, Hardware's and Fittings		
7.	Float / Toughened Glass		
8.	Aluminium Alloy Extruded section		
9.	Stainless Steel Hinges & Hardwares		
10.	Stainless Steel Nuts Bolts / Screws		

Signature of Tenderer with Seal & Date

FORM OF AGREEMENT

This Agreement made the _____ day of _____ 20_____ between Translational Health Science and Technology Institute (THSTI), Faridabad- Haryana for entering into the work(s) for "Providing and Fixing ----- at NCR Biotech Science Cluster, Faridabad" (hereinafter called "The Employer") who enters into this Agreement of the one part and M/s..... (hereinafter called "The Contractor") of the other part.

Whereas the Employer is desirous that certain works should be executed by the Contractor, viz _____ ("the Works") and has accepted a Bid by the Contractor for the execution and completion of the works and the remedying of any defects therein.

Now this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Award;
 - (b) The said Bid;
 - (c) The General Conditions of Contract;
 - (d) Prequalification document
 - (e) Instructions to Tenderers and Specific Conditions of Contract;
 - (f) The Specification;
 - (g) The Drawings;
 - (h) The Priced Bid
 - (i) Any other relevant documents referred to in this Agreement or in the aforementioned documents
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of this work.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or only such other sums as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

Signed, Sealed, and Delivered by the Said

Binding Signature for and on behalf of THSTI-Faridabad

Binding Signature of Contractor _____

In the presence of

Witness (1):

Witness (2):

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

To,

Executive Director

THSTI,

Bio Science Cluster 3rd Mile stone

Faridabad - Gurgaon Expressway Faridabad

121001

Dear Sir,

In consideration of the Translational Health Science and Technology Institute (THSTI), Faridabad-Haryana for award of work for Furnishing Work of Apartments in Housing Building, Haryana having awarded to M/S _____ (hereinafter referred to as the said Contractor or 'Contractor' which expression shall wherever the subject or context so permits include its successors and assignees) a Contract No _____ vide letter No. _____ dated _____ and the General Conditions of Contract and upon the condition of the Contractor's furnishing Security for the performance of the Contractor's obligations and discharge of the Contractor's liability under and in connection with the said Contract upto a sum of Rs. _____ (Rupees _____ only) amounting to _____ percent of the total Contract value.

1. We, _____ (hereinafter called 'The Bank' which expression shall include its successors and assignees) hereby jointly and severally undertake to guarantee the payment to the Employer in rupees forthwith on demand in writing and without protest or demur or any and all moneys payable by the Contractor to the Employer in respect of or in connection with the said Contract inclusive of all the Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by the Employer to the Bank with reference to this guarantee upto an aggregate limit of Rs. _____ (Rupees _____ only).
2. We _____ Bank Ltd. further agree that the Employer shall be sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the Employer on account thereof and the decision of the Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by the Employer from time to time shall be final and binding on us.

3. The Employer shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other Security in respect of the Contractor's obligations and liabilities hereunder or to vary the Contract or the work to be done there under vis-a-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total Contract value or to release or to forbear from enforcement of all or any of the Security and/or any other Security(ies) now or hereafter held by The Employer and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to the Employer hereunder or prejudice the rights of the Employer against the bank.
4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all monies payable to the Employer in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anyway affected or suspended by reason of any dispute or disputes having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Employer in terms hereof.
6. The amount stated in any notice of demand addressed by the Employer to the Bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by the Employer on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to the Employer or suffered or incurred by the Employer as the case may be and shall be payable by the Bank to The Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the Contractor arising upto and until midnight of _____.
8. This guarantee shall be in addition to any other guarantee or Security whatsoever that the Employer may now or at any time anyway may have in relation to the Contractor's obligations/or liabilities under and/or in connection with the said Contract, and the Employer shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which the Employer may have or obtain and no forbearance on the part of the Employer in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its full liability hereunder.
9. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any Security which The Employer may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealised.

10. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said Contractor or the said bank shall not discharge our liability hereunder.

11. We _____ the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.

12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs. _____ (Rupees _____) and this guarantee shall remain in force till _____ and unless a claim is made on us within 3 months from that date, that is before _____ all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities there under.

Dated _____ day of _____ 20 _____

For and on behalf of Bank.

Issued under seal:

SCHEDULE OF CONTRACT

1. Earnest Money to be deposited : Rs. 15,920/-
2. Time of Completion : 45 days from the date of award of Contract
3. Compensation for delay : 0.2 % per day subject to max. of 5% of total ordered value.
4. Performance Security : 5% of tender amount (in the form of CDR /FDR /DD / bank guarantee valid for 1 years and 3 months from the date of award of contract)
5. Guarantee period : 12 months from the date of completion and handing Over of work.
6. Terms of Payments : 30 days after successful completion of work as per Work Order and satisfaction of Engineer-in-charge

Engineer-in-charge