



(An autonomous Institute of Dept. of Biotechnology, Ministry of Science & Technology, Govt. of India)
496, UDYOG VIHAR, PHASE – III GURGAON, HARYANA
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TENDER DOCUMENT

FOR

Shifting of various lab instruments including furniture and other Misc. Items from the offices and labs of THSTI & RCB at Gurgaon to NCR Biotech Science Cluster Faridabad Campus

November, 2014

(Tender No. : THSTI/Eng./ Faridabad/ Civil/104/2014-15)

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NOTICE INVITING TENDER

Sealed tenders are invited on behalf of the Executive Director, THSTI under Two-bid system (Technical bid and Financial bid) from reputed, eligible and qualified firms for the award of work of **Shifting of various lab equipment including furniture and other Misc. Items from the offices and labs of THSTI & RCB at Gurgaon to NCR Biotech Science Cluster Faridabad Campus** as per schedule, specifications and as per the terms and conditions mentioned in this tender document.

Name & description of work	Work period	Estimated value under work (In Rs.)	EMD (In Rs.)	Date of Pre Bid Meeting	Date of Sale of Tender document	Date of Submission & opening
“Shifting of various lab equipment including furniture and other Misc. Items from the offices and labs of THSTI & RCB at Gurgaon to NCR Biotech Science Cluster Faridabad Campus”	6 month	60.0 lacs	1.2 lacs	10/11/2014	03/11/14 to 24/11/14 upto 02:30 hrs.	24/11/14 up to 2:30 hrs. and opening on 24/11/14 at 03:30 hrs.

2.0 PRE QUALIFICATION CRITERIA

- 2.1. The tenderer must be a reputed agency.
- 2.2. The tenderer should have yearly turnover of not less than Rs. 24 lakhs for the last three years. The tenderer should attach copy of audited/ITCC Certificate for the last three years duly attested by Chartered Accountant. The manufacturer should submit balance sheet and Profit & loss account duly attested by chartered accountant for the preceding three financial years and enclosed detail in **Annexure-III**
- 2.3. The tenderers should have completed at least;

Three similar works each of value not less than Rs. 24.0 Lakhs

OR

Two similar works each of value not less than Rs. 30.0 Lakhs

OR

One similar works of value not less than Rs. 48.0 Lakhs

in the last 3 years (i.e. Similar work means shifting of various lab equipment including furniture and other Misc. Items from the offices and labs in 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 Engineer/officer in charge or above 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 and enclosed details in Annexure-VI.

The firm should have not 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 notarized affidavit for the same. The applicant should also provide information regarding litigation / arbitration cases for the last five years.

The tenderer should visit / examine the site and its surrounding to assess the accessibility and assess 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 and enclosed detail in **Annexure-V**

3.0 Sale of tender document

- 3.1. The complete tender document is available for sale at THSTI office on any working day from - 03/11/2014 to 24/11/2014 upto 2:30 hrs on payment of non-refundable fee of Rs. 500/- through a demand draft in favour of THSTI payable at Gurgaon. In case of downloading of tender document from website, the tender fees of Rs. 500/- 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 has been downloaded.

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 VIII)
- b. Bid Security(EMD)
- c. Tender fee Rs. 500/- (If not already paid)
- d. Complete Tender Document duly signed and stamped

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

- a. Price bid as per the prescribed format.

- 4.4. The last date for submission of bids duly complete in all respect is 24/11/2014 up to 02.30 hrs. The bid should be valid and open for acceptance for a period of 180 days from the date of opening the technical bid.

4.5. Pre-bid meeting

A pre-bid meeting with all the prospective bidders is schedule to be held on 10/11/2014 at 15.00 hours at THSTI, Gurgaon. Interested applicants/ firms are invited to attend the same with a written statement of their query.

Corrigendum/amendments etc., if any, will be notified only on the THSTI 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.

5.0 Opening of Technical bid.

- 5.1. Technical bid of all tenderers shall be opened on 24/11/2014 at 03.30 hrs at THSTI, Gurgaon in the presence of tenderers or their authorize representative. 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 as regards 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 who 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.

- 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.

Note: Corrigendum/amendments etc., if any, will be notified only on the THSTI 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.

Terms and conditions

- 1.. The interested firms may submit their bids for the above mentioned work at the THSTI 496, Udyog Vihar Phase-III, Gurgaon in a sealed envelope super scribed "Tender for Shifting of various lab equipment including furniture and other Misc. Items from the offices and labs of THSTI & RCB at Gurgaon to NCR Biotech Science Cluster Faridabad Campus" along with bank demand draft for Rs 1.2 Lacs (Rs. One lakh twenty thousand Only) as Earnest money deposited payable to THSTI, Gurgaon. The tender must reach this office latest by 2:30 PM in the tender box installed in Admin Entry gate at THSTI 496, Udyog Vihar Phase-III, Gurgaon. The tender received unsealed, without requisite EMD and received after due date are liable to be rejected.

2. **SCOPE OF WORK:** - The scope of work covered under this tender shall include shifting of various lab instruments including furniture and other Misc. Items . The indicative details of such items already enclosed Annexure I-III. Interested contractors should visit the sites of the present locations to assess the exact nature of requirements before submitting their quotes.
3. **Responsibility of the Tenderer**
- a) Packing and unpacking of office and lab furniture, lab instruments & scientific equipments, files and other office equipment, as per instructions of the respective site in-charge.
 - b) Transport arrangement with deployment of suitable vehicles / under sealed container trucks during days of shifting including adequate labour and supervisor or as required.
 - c) Experienced Labours as required to handle sophisticated and sensitive equipments.
 - d) Special and sophisticated support machinery such as hydraulic, chain pulley cranes and other machinery, if required, for loading and unloading, transfer of heavy equipment's and trouble free installation at the required site, as per the instructions of the respective site in-charge.
 - e) The goods to be wrapped with ballooning paper, HM Laminated Foams, corrugated Sheets, Thermocol sheets, air bubble wrapping material, water proof, moisture free, wherever is required so that the goods can easily overcome jerks while shifting and are delivered to the destination without any scratch, damage, breakage or.
 - f) While re-location of the office goods & other equipment and loading equipment, instruments etc., agency should ensure that all equipment's, files, furniture & other equipment have to be moved and set up on scheduled date, time and place,
 - g) Place the equipment in position at designated location as directed by representative of THSTI/RCB in the new building.
 - h) Arrangement of thread, ropes, adhesive sticky tapes etc. wherever required
4. The tenderer should submit the Tender Form along with the following documents:
- a) Original Tender duly including Notice inviting Tender, Terms & Conditions countersigned by the authorized signatory along with the seal of the firm/Company. Original terms and conditions of tender document duly signed by the authorized signatory on each page along with the seal of the firm.
 - b) Duly filled and signed Submission Form (Annexure I-VIII).
 - c) Client Performance & Satisfaction Report. Tenderer should give the documentary proof of experience in providing successful packing, shifting & re-location Services in Central/State Government Department(including Public-sector companies / Undertaking / Autonomous bodies) Govt. Universities/ Hospitals/ Govt. Research Institutions.EMD (Earnest money deposit of Rs. 1.2 Lacs) only through Demand Draft in favour of THSTI, Gurgaon.
 - d) Valid Registration no. of the Firm/company (attach attested copy of the Certificate)
 - e) Valid PAN No. of the Company/firm (attach attested copy of the PAN card) Valid Service Tax Registration No. (Attach attested copy of the certificate.

f) The tenderer must have their own vehicle (Copy of Registration Certificate of vehicles to be enclosed)

5. All the documents pertaining to the Firm/company submitted by the tenderer should bear the name and Address, as recorded in the Tender Form. In case of any variation, it should be specifically clarified, as to whether the changes have been duly notified to the respective Authority and proof of acceptance by the Authority must be attached with the respective document submitted by the tenderer.

Rates and Payments:

- a) The rates of the Agency shall include cost of all materials, labour, machinery and all taxes other inputs involved in the execution. No extra amount shall be paid from the quoted amount, unless clearly specified otherwise.
 - b) In case shifting to items upper floors possible through lift, Agency shall make its own arrangement for shifting manually or by any other means like staging, hydraulic lift etc. Nothing extra shall be paid on this account.
 - c) Only quoted rates in whole rupees shall be considered. Rates quoted in percentage terms will not be considered. Where the rates quoted by the Agency in figures and in words don't tally, in that event the rates quoted in the words shall be considered as correct and final.
 - d) No advance payments will be considered. The Agency/Contractor should submit monthly bills in triplicate for payment quoting PAN No. and TIN No. on the body of the bill. The payment will be made by local "a/c payee cheque or bank transfer only after producing the handed over certificate from the concerned officers. Tax will be deducted as per statutory provisions. The payment shall be made after successful completion of work.
6. Interested contractors are should visit the sites of the present locations to assess the exact nature of requirements before submitting their quotes.
7. Shifting process and schedule will be supervised & monitored through the designated officer which includes Packing & Loading and further unpacking, Un- loading and relocation, The designated officer will supervise, instruct & Guide the agency about picking of desired items from existing building & shifting of the same.
8. The agency shall arrange to shift the items from the designated area to' the new area within the date of intimation given to them. The shifting then shall be carried out as per schedule intimated. In case of default, Penalty @ Rs 1000/- per day will be imposed on the agency. In the event of continued default for 7 days, the THSTI may at its discretion cancel the contract. In the event of cancellation of contract, THSTI reserves the right to forfeit the performance or guarantee submitted by the Agency without any notice.

9. The shifting has to be done carefully so that no damages are occurred, however, otherwise, liquidated damages will be recovered out of the payments.
10. The Agency will be solely responsible for safe & secure transit of Goods to the satisfaction of the THSTI. In event of any damages, the loss will be charged by the THSTI or in any other manner as deemed fit by the THSTI.
11. The agency shall indemnify THSTI against all loses it has suffered during any accident/incident during the execution of this job.
12. The Agency is required to take all safety and security measures of men and materials involved in the shifting process.
13. Any time after award of work, THSTI may abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Agency shall have no claim to any payment of compensation or otherwise whatsoever.
14. During execution of the works the entire premises have to be kept clean and free from any obstructions, all the debris and surplus materials shall be removed from the work site as soon as works are completed.
15. The total work has to be completed in phases and preferably during office hours, agency has to arrange number of vehicles, labour, packing material etc. accordingly. The successful tenderer has to make agreement on Rs.100 Stamp Paper agreeing all the terms and conditions of tender document at its own cost.
16. In all matters, the orders/interpretation of the Competent Authority of the THSTI shall be final & binding on the Agency.
17. In case of non-compliance of any of the clause/terms, the THSTI will have the right to impose penalty as deemed fit, and engaged new contractors, and also forfeit the Performance Guarantee in full or in part.
18. The successful bidder shall have to deposit @10% of total value of work order as Security Deposit/Performance Guarantee at the time of award of contract which shall remain valid for the entire period of the engagement and no interest shall be paid upon the same.
19. The THSTI reserves the right to terminate the contract at any time without assigning any reason and also to refuse services of any contract worker of the firm without assigning any reasons.

ENGINEER (IEE)

(INSTRUCTIONS TO BIDDERS)

INSTRUCTIONS TO 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, TIN and service tax 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 by the THSTI after the deadline for submission of bids will be rejected and/or returned to the tenderer.

ENGINEER (IEE)

Signature of tenderer with Seal & Date

(GENERAL CONDITIONS OF CONTRACT)

GENERAL CONDITIONS OF CONTRACT

1.1 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 496, Udyog Vihar, Phase –III, Gurgaon, Haryana.**

1.3 "RCB" shall mean **Regional Centre for Biotechnology with its interim office at 180, Udyog Vihar Phase I, Gurgaon, Haryana.**

1.4 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.

1.5 Designated officer executive director of 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 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 | : Rs. 60.0 Lacs |
| B) | Bid Security (Earnest Money Deposit) | : Rs. 1.2 lacs |
| C) | Performance Security | : 10% of the total value of work order. |

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 "Translational Health Science & Technology Institute" drawn on a Nationalized/Scheduled bank. The demand draft shall be payable at Gurgaon.

4.2. The bid securities of unsuccessful tenderer will be returned as promptly as possible as but not later than 180 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

- 5.1. The contractor will be required to furnish performance security as per prescribed format for an amount equal to 10% 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 one weeks from the date of signing/execution of a work agreement. The performance security should remain valid for a minimum period of one year claim period from the date of execution of work agreement.
- 5.2. The performance security will be released after 30 days after completion of work (06 month) subject to satisfactory fulfillment of its obligations by the contractor under the work.
- 5.3. 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.
- 5.4. In the event of breach of contract by the contractor, the performance security will liable to be forfeited by THSTI.

6.0 TIME FOR COMPLETION OF WORKS

- 6.1. The work will be awarded to the successful tenderer for a period of 06 months. All the work orders placed under this work will have to be delivered and installed at site within a period from the date of issue of respective work order.

7.0 TIME AND EXTENSION FOR DELAY

- 7.1. If in the opinion of the Officer 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 Officer for which he shall have specifically applied in writing.
 - d. Reasons of Officer instruction

The Officer 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 Officer to proceed with the works.

- 7.2. 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.

- 7.3. In such case, the Officer may give a fair and reasonable extension of time and reschedule the completion date. Such extension shall be communicated to the Contractor by the Officer 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 Officer and this shall be binding on the Contractor.

8.0 COMPENSATION FOR DELAY

- 8.1. 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 Officer about the delay shall final and binding.

9.0 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.

10.0 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.

11.0 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, and Workmen's Compensation Act 1923, Industrial Disputes Act and other applicable regulations and other labour laws applicable to Contract Labour as mentioned below:

- 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 statues/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.

12.0 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.

13.0 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.

14.0 REMOVAL OF PERSON

The Officer 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.

15.0 WATCH AND WARD

The contractor shall be responsible for watch and ward of all the works, Lab Furniture Items and various materials till complete handing over the works / Lab Furniture and equipments Items to the THSTI.

16.0 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.

17.0 OTHER CONDITION

- 17.1. Orders under the contract will be made separately by the respective institution (THSTI /RCB) for execution of specified works. Bills may be submitted against the respective work order for payment to the respective institution.
- 17.2. No advance/part payment will be made. Payment will be made on completion of the work as per orders issued.
- 17.3. Payment term is normally within 20 days running bill will be paid against the actual monthly work done.
- 17.4. 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.
- 17.5. 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.).
- 17.6. The staff to be engaged on this work shall have full knowledge and experience of the work in which they are engaged.
- 17.7. No subletting or subcontracting of the work will be permitted without the express consent of THSTI/RCB.
- 17.8. The tenderers should have competent personnel stationed in the office in Delhi/NCR. The office 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.
- 17.9. All disputes arising under this contract will be subject to the jurisdiction of Haryana High Court.

ENGINEER (IEE)

(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 (viz., Excise duty, Custom duty, VAT, D. VAT, Service tax, Octroi etc.) which are legally leviable on the execution of 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.

2.0 DEVIATION / VARIATION / EXTRA ITEMS / SUBSTITUT ITEMS AND PRICING

2.1 GENERAL

The Officer shall have power to make alteration in, omissions from, additions to, or substitutions from the original specifications 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 Officer 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.

2.2 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 Officer 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.

3.0 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 Officer 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 Officer 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 fifteen days having regard to the market rates.

PRICE FALL CLAUSE

- 4.0** If at any time during the validity of the work the tenderer supplies such equipment's/stores as are under this tender enquiry, to any other organization at a price lower than the price quoted under this contract, he shall forthwith reduce the price payable under this tender for the equipment's/ stores being supplied from the date of coming into force of such reduction, the price of equipment's/ stores shall stand correspondingly reduced

4.1 PARALLEL WORK CLAUSE

THSTI reserves right to enter into parallel work(s) simultaneously or at any time during the period of the contract with one or more tenderer(s) as may be deemed fit.

4.1.1 OTHER CONDITION TO B E ADHERE BY TENDERER

- 4.1.1.1 The work is to be carried out as per the specifications in the tender. The Tenderer shall clear the site after completion of work in all respect.
- 4.1.1.2 The contractor shall comply with safety codes for Fire precaution, health requirement, scaffolds & ladders etc.
- 4.1.1.3 No T & P shall be issued by THSTI.
- 4.1.1.4 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.

- 4.1.1.5 Contractor shall be fully responsible for safety of his workers and in case of any accident / mishap the entire responsibility shall be on the contractor. 8.1.2.9
- 4.1.1.6 The work shall be executed without any loss / damage to the THSTI's properties.
- 4.1.1.7 Wherever springs are required the tenderers should supply this furniture and equipments with Heavy Duty springs of desired thickness.

4.1.2.1 INTERPRETATION

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

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

4.1.3 TERMINATION

4.1.3.1 Being a standing offer, the work can be terminated from either side by serving ----- notice to the other party. However, all the order 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 itself unless so specified.

4.1.3.2 Termination of work order

4.1.3.3 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 THSTI.
- 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 officer of THSTI 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 or 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.

4.1.3.4 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.

4.1.4 FORCE MAJEURE

4.1.4.1 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.

4.1.5 ARBITRATION

4.1.5.1 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 proceeding shall be governed by the Arbitration and Conciliation Ordinance dated 26th March, 1996 and shall be conducted in Haryana

Engineer (IEE)

TECHNICAL BID

(To be put in a separate sealed envelope marked TECHNICAL BID)

Details to be filled by the Agency applying for tender for Shifting of various lab equipment includes furniture and equipments and other Misc. Items from the offices & labs of THSTI and RCB, Gurgaon to the permanent campus at NCR Biotech Science Cluster, Faridabad Campus, Bhankri Village (each response/document must be given with proper reference in the following tender document)

1.	Name of the Agency (Full address with Tel. No.)	:	
2.	Registration No. of the Agency under State/Central Govt. under PSARA (Copy of Registration Certificate be attached).	:	
3.	Current list of clients	:	
4.	a) Service tax No. b) Income Tax No. c) PAN Card No.	:	
5.	(a) Total Annual Turnover. (The agency Should have annual turnover of minimum Rs. ----- at least for the last 3years.) (Please attach copies of Balance Sheets duly certified by Chartered Accountant) (b) Financial Status of Bidder and/or his Associates including annual report of past 3 years with ROC (Registrar of Companies) receipts duly authenticated by Chartered Accountant. (c) CTC of IT clearance of last three Assessment Years (Please attach copies)	: : :	

PRICE BID

Interested contractors are encouraged to visit the sites of the present locations to assess the exact nature of requirements before submitting their quotes

BILL OF QUANTITY

Sub: - Shifting of various lab instruments including furniture and equipments and other Misc. Items from our offices and labs of THSTI & RCB at Gurgaon to THSTI Faridabad Campus

S.N.	Description of item	Quantity (Approx) In Cubic Feet				Rate per unit (Rs.)	Total Amount (Rs.)
		THSTI	RCB	Total Qty.	Unit		
01	Shifting of lab instruments includes furniture and equipments and other Misc. Items i/c Labour charges, Packing charges, Transportation charges, loading & unloading and refixing from THSTI/RCB Gurgaon Lab/Office to THSTI/RCB Faridabad Campus of with following type of packing.						
	1.Class-A :- Wooden packing plus all items in B & C	6,000	3,000	9,000	Cubic Feet		
	2.Class-B :- Air bubble plus thermocol plus cargo sheet plus water resistant lamination.	5,000	2,500	7,500	Cubic Feet		
	3.Class-C :- Air bubble plus thermocol plus cargo sheet	2,000	1,500	3,500	Cubic Feet		
	4.Class-D :- Cargo Sheet Packing with Lamination including air bubble packing.	20,000	10,000	30,000	Cubic Feet		
	5.Class-E :- Air Bubble Packing.	500	250	750	Cubic Feet		
	6. Without any packing .	1000	500	1,500	Cubic Feet		
Total amount							

[Rupees only]

Note: 1. The price should be quoted on F.O.R destination basis (i.e THSTI Faridabad Campus)

2. The agency will be paid only for new packing material and removing of undismantal material from site is under agencies scope of work.

Engineer IEE

Annexures

ANNEXURE-I**Approximate Dimensions of Lab instruments at THST & RCB building**

Sr. No.	NAME OF INSTRUMENT	Dimension in HxWxD
1	MINUS 80 DEEP FRREZZER	6'.5''X2'.8''X2'.8''
2	MINUS 20 DEEP FRREZZER	6'.1''X2'X2'
3	4 DEGREE REFERIGERATOR	6'.1''X2'X2'
4	ULTRA CENTIFUGE	4'.0''X3'.0X2'.2''
5	FLOOR MODEL CENTRIFUGE	4'.0''X3'.0X2'.2''
6	TABLE TOP CENTRIFUGE	1'X2'.4''X2'
7	PCR MACHINE	0'.5''X0'.3''X0'.7''
8	SONICATOR	1'X1'X2'
9	FPLC WITH COLD CABINET	6'.5''X4'.9''X2'.6''
10	AAS	1'.5''X4'X2'.5''
11	FACS	2'.2''X3'X2'
12	MICROARRAY	Small Misc. Instrument
13	LUMINEX SYSTEM	Small Misc. Instrument
14	ELISA READER+ Washer	Small Misc. Instrument
15	LYOPHILIZER	Small Misc. Instrument
16	CROSS LINKER	Small Misc. Instrument
17	FILM DEVELOPER	1'.5''X4'X2'.5''
18	MULTIMODE READER	Small Misc. Instrument
19	FLUROSCENCE MICROSCOPE	Small Misc. Instrument
20	SIMPLE MICROSCOPE	Small Misc. Instrument
21	BIG SHAKER	3'.5''X2'.2''X2'.4''
22	NANODROP	Small Misc. Instrument
23	SIMPLE SPECTROPHOTOMETER	Small Misc. Instrument
24	BEAD BEATER	Small Misc. Instrument
25	COLD ROOM	8'X8'X8'
27	CONFOCAL MICROSCOPE	Misc. Instrument
28	TABLE TOP ULTRACENTRIFUGE	1'X2'.4''X2'
29	RT PCR MACHINE	Small Misc. Instrument
30	LIGHT CYCLER	Small Misc. Instrument

31	GEL DOC SYSTEM (SIMPLE)	2'.3''X2'.0''X1'.8''
32	GEL DOC SYSTEM (CHEMIDOC)	3'X2'.0''X1'.8''
33	ICPMS	0'.5''X1'.0''X1'.5''
34	UV VISIBLE SPECTROPHOTOMETER	Small Misc. Instrument
35	BIOSPECTROPHOTMETER	Small Misc. Instrument
36	LUMINOMETER	Small Misc. Instrument
37	HPLC	Small Misc. Instrument
38	MICRO CENTRIFUGE	Small Misc. Instrument
39	REFERIGERATED CENTRIFUGE	Small Misc. Instrument
40	COLD CABINET	6'.5''X4'.9''X2'.6''
41	SEMIAUTOMATIC BIOCHEMEICAL ANALYSER	2'.2''X3'X2'
42	CO2 INCUBATOR WITH CYLINDERS	2'.2''X3'X2'
43	BIOSAFETY CABINET	7'.3''X4'.8''X2'.8''
44	LAMINAR AIR FLOW	5'X2'.4''X2'
45	PCR HOOD	5'X2'.4''X2'
46	ICEMACHINE	3'X2'.3''X2
47	SIMPLE INCUBATOR SHAKER	3'.5''X2'.2''X2'.4''
48	INCUBATOR OVEN	4'.2''X2'.6''X2'.6''
49	RUSKIN	2'.5''X4X2'.4''
50	VACUUM CONCENTRATOR WITH PUMP	Small Misc. Instrument
51	WATER PURIFICATION SYSTEM	Small Misc. Instrument
52	Other small Instrument of labs	
53	Consumable items of labs & office	

Approximate dimensions of Lab tables at THSTI & RCB building

S . N O .	Lab Table Size (5'X2'.6''X3)	Lab Table (2'.6''X2'X3)and (2'X1'.8'' X3')	Lab Table (3'X1.6'' X3')	Lab table (6'.6''X2'.6''X3) and (6'X2'X3)	Lab Table (4X2'.6'' X3)and (4'X 2'.8'')	Lab Table (3'X2'.6 '') and (3'.3''X 2'.8'')	Co2 Incubator stand (2'6''X2 '.6'')	Upper Shelves size (5''X1'.6 '' X2'.5'')	Sink Table (5'X2'.6'') and (3'X 2'.6' X3')
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Approximate dimensions of wooden office tables at THSTI & RCB building

S.N O.	Office Table Size	Office table	Office Table	Office table	Office Table	Office table	Computer Table	Computer Table
1.	A- 5'X2'.6''X2'.6'' B- 6'X2'.6''X2'.6''	A- 5'X2'X2.6'' B- 6'X3'X2'.4''	3'X2'X2'6'	A- 3'X2'.6''X1'.6'' B- 2'.6''X2'X2'.6	(3'.10''X1.11''X2'.6''	A- 4'X2'X2'.6'' B-4'.4''x2' C- 4'.6''X2'.6''X2'.6''	A-6'X2'.6''X2' B- 5'X2'X6'	A-2'.6'' X2'X6'' B- 3'.6''X2'X6''

Mode of packing as below:-

1. **Class-A :- Wooden packing plus all items in B & C**
2. **Class-B :- Air bubble plus thermocol plus cargo sheet plus water resistant lamination**
3. **Class-C :- Air bubble plus thermocol plus cargo sheet**
4. **Class-D :- Cargo Sheet Packing with Lamination including air bubble packing**
5. **Class-E :- Air Bubble Packing**

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
2010-2011	Rs.
2011-2012	Rs.
2012-2013	Rs.

Financial Information in Rs. Equivalent	For year 2008-09	For year 2009-10	For year 2010-11	For year 2011-12	For year 2012-13
1. Total Assets					
2. Current Assets					
3. Total Liabilities					
4. Current Liabilities					
5. Profit before Tax					
6. Profit after Tax					
7. Net Worth					

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

1. Attach copies of audited balance sheets duly certified by the chartered accountant for all three years (2010-11, 2011-12&2012-13). Audited Balance sheet should mention the membership number of chartered accountant issued by ICAI along with full address.
2. 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

**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

CERTIFICATE FOR SITE INSPECTION

Name of work :Shifting of various lab instruments including furniture and equipments and other Misc. Items from our offices and labs of THSTI & RCB at Gurgaon to THSTI Faridabad Campus

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 executing the work as per specification to suit the site conditions.

Present office address : THSTI 496 ,470 & 450 Udyog Vihar Phase-III Gurgaon.

&

RCB 180 Udyog Vihar Phase-I Gurgaon

Office to be shifted to : NCR-Biotech Science Cluster at Village-Bhankri, Gurgaon-Faridabad Expressway, Faridabad-121004

Signature of tenderer with Seal & Date

FORM OF AGREEMENT

This Agreement made the _____ day of _____ 2014 _____ between Translational Health Science and Technology Institute (THSTI), Gurgaon- Haryana for the entering into work(s) fo **Shifting of various lab instruments including furniture and equipments and other Misc. Items from our offices and labs of THSTI & RCB at Gurgaon to THSTI Faridabad Campus**(hereinafter called "The Employer") who enters into this Agreement of the one part and M/s..... (here in after 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 Priced Bid
 - (g) 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-Gurgaon

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

Translational Health Science and Technology Institute (THSTI),

Plot No. 496, Udyog Vihar, Phase-III,

Gurgaon - 122016.

Dear Sir,

In consideration of the Translational Health Science and Technology Institute (THSTI), Gurgaon-Haryana for award of work for Shifting of various lab instruments including furniture and equipments and other Misc. Items from our offices and labs of THSTI & RCB at Gurgaon to THSTI Faridabad Campus 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 anywise 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 anywise 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. 1.2 Lacs/-
2. Time of Completion : 06 Months from the date of issue of work order
3. Compensation for delay : 0.2 % per day subject to max. of 5% of total ordered value.
4. Terms of Payments : 30 days after successful completion of work as per work order.

Engineer (IEE)