



REGIONAL CENTRE FOR BIOTECHNOLOGY

an institution of education, training and research

Established by the Dept. of Biotechnology, Govt. of India
Under the Auspices of UNESCO
180 Udyog Vihar Phase 1, Gurgaon - 122016, India

SHORT TERM NOTICE INVITING TENDER (Only through e-procurement) **SCHEDULE OF TENDER (SOT)**

a TENDER NO.	RCB/04-04/24/NIT/02/13-14 Dated: 18.03.14
b. MODE OF TENDER	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome
C. E-Tender No.	
d. Date of NIT available to parties to download	21.4.14
e i) Earnest Money Deposit ii) Tender Fees iii) Transaction Fee Important Note: Please note that vendors will have the access to online e-tender only after physical receipt of Tender fee & EMD payments (If ANY) in the form of separate Demand Drafts in the office of - Executive Director, RCB & Transaction fee by RTGS in favour of MSTC Limited, Kolkata.	Rs 44,000/- in the form of Demand Draft drawn in favour of the Executive Director, RCB, payable at Gurgaon Rs 500/- in the form of Demand Draft drawn in favour of the Executive Director, RCB, payable at Gurgaon Rs 1,250/- (Including Service Tax & other charges @12.36% on Service Charge) Payment of Transaction fee by RTGS in favour of MSTC LIMITED (refer clause. No. 4 of Annexure -I)
f. Last date of submission of Tender fee and EMD at the office of Executive Director, RCB Last date of submission of Transaction fee through RTGS in favour of MSTC Limited, Kolkata.	08.05.14 Up to 15.00 Hrs. 08.05.14 (Three working days) before the last date of closing of E-tender.

g. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rcb	08.05.14 11.00 Hrs.
h. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	12.05.14 13.00 Hrs.
i. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	12.05.14 15.00 Hrs. To be communicated separately.

Offer is invited for the **Providing Operation Services for DG Sets, Air Conditioning and other Electrical Services for RCB and ATPC**

Schedule of work- Part- A

Work: - “Providing Operation Services for DG Sets, Air Conditioning and Electrical system for RCB and ATPC at 180, 181, Udyog Vihar, Phase-I, Gurgaon”

SI No.	Item	Qty	Unit	Rate	Amount
	For RCB				
1	Operation of electro-mechanical services comprising of ductable air conditioning system, split air conditioning units, DG set, main elect panels, sub main panels, AMF panels, sub-station equipments, electrical switch boards, AVR panel/Tap changer, etc as per requirement and specification.	12	Month		
	ATPC				
2	Operation and general maintenance of electro-mechanical services comprising of wall mounted split air conditioning units including indoor units and condensor units, associated AC electrical panels, 200 KVA Voltage corrector, main elect panels, sub main panels, sub-station equipment, electrical switch boards, AVR panel , etc as per requirement and specification.	12	Month		
	RCB				
3	Comprehensive maintenance and Servicing of Main control panels cleaning/ Adjustment of 800 Amp MCCB (06 Nos.) Change over switch, Power factor panel including condensers, MCB,,s contactors, tightening of bus bars terminals and other switch gears etc. This will include mandatory half yearly servicing.	1	Lump sum		
	ATPC				
4	Comprehensive maintenance and Servicing of Main control panels cleaning/ Adjustment of 250 Amp MCCB (02 Nos.) 125 Amp MCCB, Change over switch, Power factor panel including condensers, MCB,,s contactors, tightening of bus bars terminals and other switch gears etc. This will include mandatory half yearly servicing.	1	Lump sum		

Schedule of work- Part- B

Sub: "Providing Operation Services for DG Sets, Air Conditioning and Electrical system for RCB and ATPC at 180, 181, Udyog Vihar, Phase-I, Gurgaon".
SH: **Supply, Installation, Testing and Commissioning of Electrical items on rate contract at RCB and ATPC.**

SI No.	Item	Qty	Unit	Rate	Amount
1.	Choke Electronics 36 W (7 Wire) for WIPRO WVP 44236 SWG model fixture	20	No		
2	Tube 36 W CFL Wipro four Pin for WIPRO WVP 44236 SWG model fixture.	20	No		
3	Lighting fixture, Miroлта Slim 36 W Make- Philips	10	No		
4	Tube Light 14 W for Miroлта slim	10	No		
5	Tube light for 28 W T-5, Miroлта Slim	30	No		
6	Modular Switch 1 6 Amp Make-MK/Crabtree	20	No		
7	Modular Switch 5/16 Amp 6 pin socket Make-MK/Crabtree	20	No		
8	5 Amp switch Anchor Penta PC	20	No		
9	1 5 Amp switch Anchor Penta PC	20	No		
10	5 Amp 6 Pin socket Anchor Penta PC	15	No		
11	5/15 Amp 6 Pin socket Anchor Penta PC	20	No		
12	Wire FR Copper multi strand 2x 1.5 Sqmm+ 1 x 1.0 Sq mm Earth wire Make- Plaza/HPL/KaligaPremium	100	Rmt		
13	Wire FR Copper multi strand 2x 2.5 Sqmm+1x1.5 Sq mm Earth wire Make- Plaza/HPL/KaligaPremium .	200	Rmt		
14	Wire FR Copper multi strand 2x4 Sqmm+1x 2.5 Sq mm Earth wire Make- Plaza/HPL/KaligaPremium	100	Rmt		
15	Wire FR Copper multi strand 4x4 Sq mm+ 1x2.5 Sq mm Earth wire Make- Plaza/HPL/KaligaPremium .	100	Rmt		
16	Wire FR Copper multi strand 4x6 Sq mm+1x2.5 Sq mm Earth wire Make- Plaza/HPL/KaligaPremium .	50	Rmt		
17	Wire FR Copper multi strand 3x10 Sq mm+ 2x4 Sq mm Earth wire Make- Plaza/HPL/KaligaPremium	100	Rmt		
18	Wire FR Copper multi strand 4x16 Sq	50	Rmt		

	mm+ 1x 6 Sq mm Earth wire Make-Kalinga Premium/Gold.				
19	FR sheathed copper 3 core x 2.5 Sq mm Cable Make-Plaza/HPL/KaligaPremium	75	Rmt		
20	FR sheathed copper 3 core x 4 Sq mm Cable Make-Plaza/HPL/KaligaPremium	100	Rmt		
21	Armoured aluminium 4 core x 35 Sq mm XLPE Cable Make-Plaza/HPL/KaligaPremium	100	Rmt		
22	Armoured aluminium 4 core x 70 Sq mm XLPE Cable	R/O	Rmt		
23	End crimping of double compression Aluminium Thimble for 280 Sq mm cable for RYB N (one set) Make- Dowell,/jackson	R/O	Set		
24	End crimping of Copper wire of 10 Sq mm copper Thimble make-Dowell,/jackson RYBN (One set)	4	Set		
25	End crimping of Copper wire of 16 Sq mm copper Thimble make-Dowell,/jackson	4	Set		
26	5 W 230 V Two Pin CFL Tube Make Phillips	30	No		
27	63 Amp, 4-pole MCB Make Havells / L & T	5	No		
28	32 Amp, 4 pole MCB Make Havells / L & T	10	No		
29	5 Amp to 32 Amp MCB SP make-Havells / L & T	50	No		
30	MCB 63 A TPN Make Havells / L & T	5	Nos		
31	MCB 40 A SP Make Havells / L & T	3	No		
32	MCB 32 A TPN Make Havells / L & T	10	Nos		
33	MCB 32 A DP Make Havells / L & T	10	No		
34	MCB 40 A DP Make Havells / L & T	3	No		
35	MCB 32 A TP Make Havells / L & T	3	No		
36	8 way Single pole double door DB box without MCB Make-Havells / L & T	3	No		
37	8 way TPN Double door DB box without MCCB Make-Havells/ L& T	3	No		
38	MCCB DH-100 A make- L&T	1	No		
39	MCCB DH-160 A make- L&T	1	No		
40	Flexible PVC conduit size- 25 mm	200	Mtr.		
41	Flexible PVC conduit size- 25 mm	100	Mtr.		

GENERAL TERMS AND CONDITIONS

Name of Work: "Providing Operation Services for DG Sets, Air Conditioning and Electrical system for RCB and ATPC at 180, 181, Udyog Vihar, Phase-I, Gurgaon"

1. The contractor should have competent personnel stationed in office/ service centre in Delhi/ NCR. .

2. The contractor should quote rates which must be firm and valid for a period of one year from date of award of contract.

3. The Contractor shall be held responsible for any damage to the equipment(s) / injuries to personnel, caused due to faulty operation/ poor servicing/ mishandling etc by their staff and shall rectify the defects free of cost. Decision of the RCB, authority shall be final in this matter.

4. The contractor shall submit a list of staff employed by him showing their full name, qualification, local and permanent address, age, Father's name and Police station and shall be fully responsible for the safety and security of their staff. No compensation shall be payable by RCB in case of any accident/ death of any of them while operating/ servicing the plants and equipment and any other reasons happened in or outside RCB. The contractor shall indemnify RCB for such incidents.

5. The RCB authority shall be fully empowered to depute any staff at any work within RCB premises as per the site requirement or in-case of any emergency/ urgent work related to the electrical services.

6. No escalation in any form either of material (spares) consumable or labour shall be payable by RCB during the tenure of this tender contract.

7. The Air-conditioning plants and equipment under Annexure-I are to be operated on 24 hrs basis throughout the year and are meant for maintaining the temperature and humidity conditions as $24\text{ }^{\circ}\text{C} \pm 1\text{ }^{\circ}\text{C}$ and $50\% \pm 5\%$ R.H by recirculation process.

8. The Contractor shall ensure that the breakdown call of normal nature is attended immediately and will inform to Engineer -in-charge. He will liase with other concerned AMC agencies in agreement with RCB on the instruction of Engineer in charge. Breakdown due to reason beyond control shall however be attended/ rectified within reasonable time to be decided in consultation with Engineer-in-charge of the RCB and shall maintain reasonable level of inventory of spares.

(a) Periodical, routine and day-to-day maintenance/ check shall be documented in prescribed check list and submitted to the Engineer-in-charge periodically.

(b) For absence of any staff as mentioned in clause 2 of Annexure-II shall invite penalty at the rate indicated below:-

i) Supervisor/ Foreman : Rs. 1000/- per day

- ii) A.C & R Operator cum Mechanic : Rs. 800/- per day
- iii) Electrician cum D.G set Operator : Rs. 800/- per day
- iv) Helper : Rs. 500/- per day

9. The number of operational and maintenance staff shall always be as per clause 2 of Annexure II. Every staff shall be allowed one rest day/ weekly off after every six days of working as per Govt. of India rules. For this purpose suitable relievers shall be arranged by the Contractor at no extra cost.

10. For undertaking works like cleaning of cooling coil, condensers, proper inspection/ maintenance/ minor repairing any extra manpower if required, shall be arranged by the Contractor without any extra charges.

11. Since the contract is for operation on 24 hrs basis, physical custody of all the plants and equipment covered under this contract, shall rest on the contractor for this contractor will provide cupboard or Almirah on his cost.

12. No T & P shall be supplied by the Institute. List of useful T & P owned by the contractor shall be submitted along with the technical bids.

13. Water and Electricity for cleaning, testing, operation and maintenance shall be supplied by the centre free of cost.

14. All the consumables materials like, old dhoti, duster, soap etc. shall be supplied by the Contractor at no extra cost. Sales tax or any other tax, duties on such consumables shall be payable by the Contractor and RCB will not entertain any claim what-so-ever in this respect.

15. The quantities of chargeable consumables like oil filters, fuel filters etc if required at site will be got certified from Engineer in charge and will be paid separately against submission of justified bill.

16. The Centre shall have the option to extend the terms of this contract for an additional period as mutually agreed, with the same terms and conditions.

17. The Competent Authority, Executive Director, RCB reserves the right to cancel the contract without assigning any reason by giving one month prior notice

18. TERMS OF PAYMENT:-

(a) No advance of any kind shall be paid.

(b) The contractor shall ensure the payment to the staff deployed/ engaged for this contract by 7th of every month and raise monthly bill along with the proof of payment. He is to comply with minimum wages act as applicable to central government Institute/ Organization. The Centre shall release the payment within 10 days from the date of receipt of proper bill, with the proof of attendance of staff and other relevant document.

(c) Security Deposit shall be deducted @ 10% from each bill of the contractor and shall be released after expiry of one year.

(d) Income tax shall be deducted from the bill as per Govt. of India rules. PAN/TIN number(s) may be provided along with copies thereof.

(e) The rates shall be inclusive of all WCT, Excise Duty, VAT, Service Tax, Duties, Octroi, Packing, Forwarding, Cartage, Insurance, Loading-unloading, road permit/ state entry permit and Delivery, Installation, Testing, Commissioning, etc at site Risks, Overhead Charges, General Liabilities/ Obligations etc and any other taxes as applicable. Any variation in the above said taxes till the completion of the work will also be in the bidder accounts.

19. It may here be noted, that the entire staff and labour of the contractor will follow all the security instructions issued by the Centre from time to time and these instructions may include the provisions to make suitable barricades or temporary wall fence to ensure that the labour confines itself to the area of the work ONLY. Serious actions will be taken in case any of the contractor's workmen are found to be tampering with the Laboratory equipment and property of the Centre. Suitable damages will be recovered from the contractor's bills if anyone is found to be doing so. All decisions of the Engineer-in Charge in respect of the same will be final and binding on the contractor.

20. Clearance of Site on Work Completion: As a part of the work under this contract, the contractor shall restore the territory embraced within the site of his operations to at least as good order and condition as at the beginning of the work under this contract.

21. The Contractor shall ensure compliance of all statutory laws and bye-laws of the Central Govt/ State Govt/ Municipal authorities related to the employment of their staff and all such obligations under Wage Act, Workmen compensation Act, ESI Act, provident Fund & Miscellaneous provision Act, Bonus Act, and Contract Labour Act 1971 etc. RCB will not be responsible for such matters in any way, copy of all such documents, including labour license shall be submitted/obtained by the contractor as and when applicable.

22. The Contract/agreement will be valid for a period of one year. The time allowed to commence the work is 14 days from the date of issue of award letter. In the event the contractor fails to commence the work, the award letter will be cancelled and EMD forfeited.

23. 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 to this agreement. The Arbitrator proceeding shall be governed by the Arbitration and conciliation ordinance dated 26th March, 1996 and shall be conducted in Delhi.

This agreement shall be subject to jurisdiction of the courts at Delhi.

Senior Manager (A&F)

Regional Centre for Biotechnology

EQUIPMENTS COVERED UNDER THE CONTRACT

- | | | |
|-----|---|-----------|
| 1. | Electrical control, panels with all A.C.B's starters, MCB's, switches, control & Power wirings, UPS, exhaust fans, lights etc. | 01 Lot |
| 2. | Wall mounted split air conditioners (complete) 1.5 to 3 TR | 18 Nos |
| 3. | Ceiling Suspended ductable air conditioners (complete) 5.5 TR | 02 Nos. |
| 4. | Ceiling Suspended ductable air conditioners 22 TR | 06 Nos |
| 5. | Axial flow fan/exhaust fan | 12 Nos |
| 6. | Tube light fittings, switches & sockets, exhaust fans, power points etc installed in complete building. | 1 Lot |
| 7. | 500 KVA DG Set with AMF panels, Change over switch | 02 Nos |
| 8. | 20 KVA DG Set | 01 Nos |
| 9. | Transformer (general maintenance), H.T panels RTCC (General Maintenance), L.T panel, D.B, water pump etc | 01 lot |
| 10. | Control panel of Submersible pump | 01 Set |
| 11. | Re-wiring/fresh wiring work (internal & external), installation of lights, switch & sockets, MCCB, MCB and other electro-mechanical works require in the building will be done by contractor on as and when required as per the Instruction of Engg-In-Charge. However, all materials and heavy tools will be supplied by Institute free of cost or on approved rate. | 01 |
| | Lot. | |
| 12. | Any other related work assigned by the Engineer-in-Charge time to time. | |

Advance Technology Platform Centre (ATPC)

EQUIPMENTS COVERED UNDER THE CONTRACT

1. Electrical control, panels with all A.C.B's, MCB's, switches, control & Power wirings, UPS, exhaust fans, lights etc. 01 Lot
2. Wall mounted split air conditioners (complete) 1.5 TR 20 Nos
3. 200 KVA Voltage corrector 01 Nos
4. Axial flow fan/exhaust fan 5 Nos
5. Tube light fittings, switches & sockets, exhaust fans, power points etc installed in complete building. 1 Lot
6. Transformer, L.T panel, D.B, water pump etc (Gen Maintenance), 01 lot
7. Re-wiring/fresh wiring work (internal & external), installation of lights, switch & sockets, MCCB, MCB and other electro-mechanical works require in the building will be done by contractor on as and when required as per the Instruction of Engg-In-Charge. However, all materials and heavy tools will be supplied by Centre free of cost or on approved rate. 01 Lot.
8. Any other related work assigned by the Engineer-in-Charge time to time.

Annexure-I

Important instructions

This is an e-tender event of RCB. The e-procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

You are requested to read the terms & conditions (**Annexure- II**) of this tender before submitting, your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1.	<p>Process of E-tender :</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/RCB is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU /govt depts → RCB → Register as Vendor Filling up details and creating own user id and password → Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact MSTC/RCB, (before the scheduled time of the e- tender).</p> <p>Contact person (MSTC):</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">1. Mr. Arindam Bhattacharjee Asst. Manager (E-commerce) MobileNo:09330102643 Email-arindam@mstcindia.co.in</td> <td style="width: 50%;">2) Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407 Email: smukherjee@mstcindia.co.in</td> </tr> <tr> <td colspan="2" style="text-align: center;">Landline-03322901004</td> </tr> <tr> <td>3) Mr Umesh Chandra Deputy.Manager (NRO) Mobile no: 09971668889 Email: umesh@mstcindia.co.in</td> <td>4) Khalid Mahmood Junior Manager(NRO) Mobile no - 9810678654 Email- kmahmood@mstcindia.co.in</td> </tr> <tr> <td>5) Shri Sanjay Mohanta, Junior Manager (NRO) Mobile no - 9910302626 Email-smohanta@mstcindia.co.in</td> <td></td> </tr> </table>	1. Mr. Arindam Bhattacharjee Asst. Manager (E-commerce) MobileNo:09330102643 Email-arindam@mstcindia.co.in	2) Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407 Email: smukherjee@mstcindia.co.in	Landline-03322901004		3) Mr Umesh Chandra Deputy.Manager (NRO) Mobile no: 09971668889 Email: umesh@mstcindia.co.in	4) Khalid Mahmood Junior Manager(NRO) Mobile no - 9810678654 Email- kmahmood@mstcindia.co.in	5) Shri Sanjay Mohanta, Junior Manager (NRO) Mobile no - 9910302626 Email- smohanta@mstcindia.co.in	
1. Mr. Arindam Bhattacharjee Asst. Manager (E-commerce) MobileNo:09330102643 Email-arindam@mstcindia.co.in	2) Mr. Sabyasachi Mukherjee Junior Manager (E-commerce) Mobile- 07278030407 Email: smukherjee@mstcindia.co.in								
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	<p>B) System Requirement:</p> <p>i) Windows 98 /XP-SP3 & above/Windows 7 Operating System</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) JRE 7 update 9 and above software to be downloaded and installed in the system.</p> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level</p>
2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by RCB. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p> <p>Note:</p> <p>The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3.	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4.	<p>Special Note towards Transaction fee: PAYMENT OF Transaction fee BY RTGS in favour of MSTC Limited .The Bank details, format etc for sending Transaction fee by RTGS to MSTC is detailed below</p> <p>Bank Details : Axis Bank ,Shakespeare Sarani Branch, Kolkata</p> <p>Account Details : Axis Bank A/c.No.005010200057840</p> <p>IFSC Code No. : UTIB0000005.</p> <p>The bidders are requested to communicate the UTR No. and E-tender No and a certificate in Bank's letter head mentioning UTR No., amount, No. of the account debited, Name of the remitter and Pan No. of the remitter by Fax or Email.</p> <p>NOTE : The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Contact Details :</p> <p>Fax No. : 033- 22831002</p> <p>Email ids: sanjibpoddar@mstcindia.co.in, arindam@mstcindia.co.in, rpradhan@mstcindia.co.in, smukherjee@mstcindia.co.in.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is non-refundable.</p> <p>In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5.	<p>In case of failure to access the payment towards cost of tender document & EMD for any reason, the vender, in term, will not have the access to on line e-tender and no correspondence in this respect will be entertained and RCB will not be responsible for any such lapses on this account. Bidder(s) are advised to make</p>

	<p>remittance of tender fee and EMD through separate DD well in advance and verify completion of transaction in respect of tender fee and EMD.</p> <p>Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular tender. For further assistance please follow instructions of vendor guide.</p> <p>.</p>
6.	<p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by RCB as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
7.	<p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.</p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprchome/rcb of MSTC Ltd.</p>
8	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
9.	<p><u>Bidding in e-tender & Reverse auction:</u></p> <p>a) Bidder(s) need to submit necessary EMD, Tender fees (If ANY) and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RCB.</p> <p>b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>c) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU /Govt Depts →RCB Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.</p> <p>d) The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.</p> <p>e) After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid</p>

	<p>link becomes active and the same has to filled up and then bidder should click on “save” to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the “Final Submission” button to register their bid</p> <p>NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidder.</p> <p>f) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>g) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>i) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter SUPPLIER.</p> <p>j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.</p> <p>m) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
13.	RCB has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
14	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/rcb of MSTC Ltd.
15.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
16	The bid will be evaluated based on the filled-in technical & commercial formats.
17.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.



REGIONAL CENTRE FOR BIOTECHNOLOGY

an institution of education, training and research

Established by the Dept. of Biotechnology, Govt. of India
Under the Auspices of UNESCO
180 Udyog Vihar Phase 1, Gurgaon - 122016, India

SHORT TERM NOTICE INVITING TENDER No RCB/04-04/24/NIT/02/13-14 Dated: 18.03.14

Annexure-II'

Regional Centre for Biotechnology

NECESSARY TERMS AND CONDITIONS FOR SHORT TERM NOTICE INVITING TENDER

Sr. No.	Commercial Terms	Response
1.	Tenderer must carefully study the technical specifications and general terms and conditions before preparation of tender. All terms and conditions of NIT and Corrigendum shall be applicable.	AGREE
2.	The tenders not meeting the requirement of pre qualification conditions, necessary terms and conditions, technical specifications of the NIT, shall be rejected.	AGREE
3.	Bid should be submitted in two parts i.e. techno- commercial and price bid.	AGREE
4.	Detailed procedure for depositing earnest money, Tender fee, schedule and other terms and conditions are contained in SOT & schedule A, B, of tender documents.	AGREE
5.	The tenders should remain valid for 180 days from the date of opening of tender Part-I otherwise the same will not be opened and rejected outrightly.	AGREE
6.	The prices quoted shall be fixed including works prices, excise duty, cess, sales tax, freight and insurance etc. should be clearly given in schedule of prices as per details in the enclosed Performa, which is a must.	AGREE
7.	Authenticating documents to prove authority or signatory (legal power of attorney in favour of signatory) must be uploaded.. Memorandum of article and Memorandum of association of the firm shall also be uploaded with the tender.	AGREE
8.	The tenderer shall give details of immovable property i.e. land, building, machinery exact location of their property and copy of constitution/balance sheet along with the tender. Please upload the document	AGREE
9.	Tender not adhering to our delivery schedule will not be considered.	AGREE
10.	The test certificate for the rate contracted items if required by Engineer in charge shall be submitted by the bidder along with the item.	AGREE
11.	NIT has been issued by RCB, but the requirement of material against this tender enquiry is for both RCB and ATPC. The earnest money shall be submitted in favour of utility inviting tender i.e. RCB. Tenders will be processed and finalized by RCB. Work Order shall be issued by RCB after the acceptance of LOI. The successful bidder shall submit the Bank Guarantee Rs 2,00,000/-to RCB as per requirement of the NIT. However, the B.G. equivalent to 10% of the ordered quantity shall be submitted within 15 days of issue of LOI The revision of price bid after opening of part-I i.e. technical & commercial of the tender is not allowed. In case of withdrawing the same within the validity period, EMD shall be forfeited	AGREE
12.	Preference: Vender must have service Centre/ office in Delhi NCR.	AGREE
13.	EMD is liable to be forfeited in case of evidence of cartel formation by the bidder(s). The provision for penal action in case of cartel formation by the bidders shall be as per clause No. 9 of policy(guidelines) issued by the State Govt. vide G.O No. 2/2/2010-41 BII dated 28.5.2010.	AGREE

14.	MODVAT benefits, if any, be included in quoted prices.	AGREE
15.	The purchaser reserves the right to reject any or all the tenders received without assigning any reason.	AGREE
16.	Policy decisions/ guidelines on procurement of Stores through the Directorate of Supplies and Disposals as applicable for the state of Haryana, are also applicable in the present case (unless stated /decided otherwise).	AGREE
17.	The firm failing to accept the LOI after having made commitment before RCB shall be blacklisted/debarred from doing business with RCB and earnest money of the firm shall be forfeited.	AGREE
18.	The bidder shall submit along with his tender documents, the details of solvency. Please upload the document	AGREE
19.	The Centre reserves the right to increase/decrease the quantity as mentioned in the NIT.	AGREE
20.	The firms will enter into an agreement with the centre to ensure that there is no fall in the prices of the contract and incase of any such price fall, the rates of the material will be revised as per any decrease in price.	AGREE
21.	All the other terms and conditions will be as per new guidelines . However, any statutory variation shall be borne by the Centre.	AGREE
PQRs		
22.	Pre-qualification conditions: The firm quoting against the NIT shall meet with the following qualification requirement without which the firm shall not be considered for placement of order.	
(i)	The contractor should have yearly turnover, not less than 50 Lac (every year) for the last three years. The contractor should enclose audited balance sheet and loss and profit sheet for the last three years duly attested by Chartered Accountant.	
(ii)	The contractor is required to produce and attach the solvency certificate of Rs 25 Lac from the Scheduled Bank, in original signed by the authorized officer or Senior Branch Manager of the scheduled bank, addressed to the Senior Manager RCB.	AGREE
(iii)	The contractor shall have minimum of 07 years of experience in providing satisfactory services of Operation/ General maintenance/ servicing, services i.e Diesel Generator Sets, Air-conditioning system and Electrical equipment, internal electrical work, H.T panel and L.T panel etc in support of which a list shall be submitted along with the tender failing which the tender is liable to be cancelled.	
(iv)	Contractor should have completed one satisfactory service of similar work/services similar services means ("Providing Operation Services for DG Sets, Air Conditioning and Electrical system") of value not less than Rs 18 Lac, two similar satisfactory services of works of value less than 14 Lac and three satisfactory services /works of value not less than Rs 08 Lac during last 07 years.	AGREE
(v)	Earnest Money Deposit (EMD) amounting to Rs.44,000/- and tender fee of Rs 500/- shall be accepted only in the form of Demand Draft drawn in favour of the Executive Director, RCB, payable at Gurgaon and submitted along with Part-I, Technical Bid without which the tender will summarily be rejected	AGREE
(vi)	Bidder must have service centre/ office at Delhi NCR.(attach documentary evidence)	AGREE

AFFIDAVIT

I, _____ Director of M/S
_____ with Headquarter at
_____ being their authorized signatory, do
hereby solemnly affirm and declare that M/S _____
has not been blacklisted by any State/Central Govt. or any of its agencies. I understand that if upon
acceptance of our offer dated _____ against RCB tender enquiry No. _____ for
supply of _____ any P.O. is placed upon us, the same is liable
to be cancelled if this declaration is found wrong at any subsequent time and further I understand to
compensate the RCB, for the consequences arising out of wrong declaration.

Attested by Notary Public.

REGIONAL CENTRE FOR BIOTECHNOLOGY

GENERAL TERMS AND CONDITIONS

In construction of the terms and conditions of the contract, the following words shall have the meaning herein assigned to them, unless the subject or context otherwise requires:

- (a) The "PURCHASER" shall mean the RCB or its authorized agent and shall include its Successors in office, and assigns.
- (b) The "SUPPLIER" shall mean M/s _____ and shall include the supplier's legal representatives, successors, and assigns.
- (c) "MANUFACTURERS: shall mean M/s _____ and shall include their legal representatives, successors, and assigns.
- (d) "MATERIAL" all the materials to be supplied by the supplier under the contract as per clause of material specifications, price etc.
- (e) 'SPECIFICATION' shall mean and include the specifications as detailed in the Schedule of work attached herewith and samples and patterns, (if any).
- (f) The 'SITE' shall mean and include the lands and buildings over/under/upon and in which the materials are to be installed and used in accordance with the terms and conditions.
- (g) 'PLACE OF DELIVERY' shall mean the place of delivery at which the supplier is responsible to deliver the material at the contract price as specified in the clause "Material-Specification: Price etc.
- (h) 'COMMERCIAL USE' shall mean the use to which the material can commercially be put.
- (i) 'MONTH' shall mean a calendar month.
- (j) 'THE TERMS' F.A.S., F.O.R., F.O.B., C.I.F. and other shipping/ despatch terms as used herein, shall have meaning in accordance with their uses in India.
- (k) 'WORK' shall mean and include supply of all the materials, plants and equipment and rendering of other services by the supplier under this contract.
- (l) 'ACT' shall mean the Companies Act 1956 and shall include any statutory amendments, modifications or re-enactment thereof for the time being enforce.
- (m) 'Centre' shall mean the Regional Centre for Biotechnology and shall include its successors and assigns.
- (n) 'Executive Director' shall mean the *Executive Director* of the Centre duly appointed by the Govt.
- (o) 'CONSIGNEE' shall mean the officer to whom the materials is required to be dispatched or the person specified in the purchase order.
- (p) 'CONTRACT' shall mean the Notice Inviting Tender. Instructions for tenderers, Tender Forms, terms and conditions of contract with their annexures and purchase order/ acceptance of offer/Tender.
- (q) 'DRAWING' shall mean the drawing/drawings annexed to the specification (if any) or as approved by the purchaser.
- (r) 'PURCHASE AUTHORITY' shall mean the officer signing the acceptance of tender and shall include any officer who has authority to execute the relevant contract on behalf of the purchaser.
- (s) 'PURCHASE ORDER' shall mean an order of supply of material including the acceptance of the tender.
- (t) 'ANNEXURE' shall mean the Annexure to the terms and conditions.
- (u) 'ACCEPTANCE OF TENDER' shall mean the letter or memorandum communicating to the supplier the acceptance of his offer (Tender) and shall include advance acceptance of his offer.

- (v) 'TEST' shall mean such test as is prescribed by the Indian Standards Institution or by the Centre and/or considered necessary by the authorized agents of the purchaser, whether conducted/performed or made by him or any other agency acting under his direction.
- (w) 'DELIVERY' shall be deemed to take place on delivery of the material in accordance with the terms and conditions of the Contract after test and inspection by the purchaser or his authorized agent, to the consignee.
- (x) D.G.S & D shall mean the Director General of Supplies and Disposals, Government of India.
- (y) DS&D shall mean the *Director Supply & Disposal*, Haryana.

2. **PARTIES.**

The parties to the contract are the supplier and the purchaser, Legal address of the parties to the Contract is under:

Supplier M/s _____

Purchaser: Regional Centre for Biotechnology. 180, Udyog Vihar Phase-1 Gurgaon.

For all purposes of the contract including the arbitration thereunder, the address of the supplier mentioned above, shall be the address to which all communications addressed to the supplier shall be sent, unless the supplier has notified a change by a separate letter containing no other communication and sent by a Registered Post (Acknowledgement Due) to the purchaser. The supplier shall be solely responsible for the consequences of an omission to notify the change of address in the manner aforesaid.

3. **AUTHORITY OF THE PERSON SIGNING THE CONTRACT ON BEHALF OF THE SUPPLIER.**

The person who has signed these Tender papers (including the terms and conditions) has got authority to sign on behalf of the supplier. It is discovered at any time that the person so signing had no authority to do so, the purchaser without prejudice to any other right or remedy available to him may, cancel the contract and make a purchase of the material at the risk and cost of such person and hold such person liable to the purchaser for all costs and damages arising from the cancellation of the contract including any loss which the purchaser may sustain on account of such purchase.

4. **RESPONSIBILITY OF THE SUPPLIER FOR EXECUTING THE CONTRACT.**

(I) **RISK IN MATERIAL**

The supplier shall execute the contract in all respects in accordance with these terms and conditions. The material and every constitute part thereof, whether in possession or control of the supplier, his agents or servants or a Carrier or in the joint possession of the supplier, his agents, servants and the purchaser, shall remain in every respect at the risk of supplier until its actual delivery to the consignee at the stipulated place or destination. The supplier shall be responsible for all loss, destruction, damage or deterioration of or to the material from any Cause whatsoever while the material after test and inspection is awaiting dispatch or delivery in course of transit from the supplier to the consignee. The supplier shall alone be entitled and responsible to make claims against the carrier in respect of non delivery, mis-delivery, short delivery, loss destruction, damage or of the deterioration material entrusted to such carrier by the supplier for transmission to the consignee.

(II) **CONSIGNEE'S RIGHT OF REJECTION**

Notwithstanding any approval which the purchaser may have given in respect of the material, it shall be lawful for the consignee to reject the material or any part thereof on behalf of the purchaser within a reasonable time after actual delivery thereof to him at the

place or destination specified in Annexure 'B' if the material or any part or portion thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.

The provision contained in clause 14 (VI) below relating to the removal of material rejected by the purchaser or his authorised agent shall, mutatis mutandis, apply to material rejected by the consignee as herein provided.

(III) **SUBLETTING AND ASSIGNMENT:**

The supplier shall not save with the previous consent in writing of the purchaser sublet transfer or assign the contract or any part thereof or interest therein or behalf or advantage thereof any manner whatsoever.

5. **ASSISTANCE TO SUPPLIER**

The supplier shall be solely responsible to procure any raw material, license or permit required for the fulfillment of the contract. Any assistance for the procurement or attempt to tender assistance in the matter aforesaid, shall not be construed or constitute any promise, undertaking or assurance on the part of the purchaser regarding the procurement of the same of effect any variation in the rights and liabilities of the parties under the contract.

6. **SECURITY DEPOSIT**

- i) The supplier agrees that they will submit BG equivalent to 10% or 20%, as the case may be, of contract value in lieu of retention money.
- ii) Security deposit shall be retained by the purchaser for the period valid for 90 days after the expiry of warranty period as per clause of 'WARRANTY'.
- iii) No. claim of the supplier shall lie against the purchaser either in respect of interest or any depreciation in the value of security deposit.
- iv) If, the supplier fails or neglects to observe or perform any of his obligations under this contract, it shall be lawful for the purchaser to forfeit either in whole or in part, in his absolute discretion, the security deposit furnished by the supplier. The forfeiture of security deposit shall be without prejudice to the right of the purchaser to recover any further amount of any liquidated and/or other damages, undue payment or overpayment made to the supplier under this Contract or any other contract.

7. **MATERIAL, SPECIFICATIONS, PRICES, ETC.**

- (i) The supplier shall supply the following quantities of different items of material of the best quality, workmanship and strictly in accordance with the specifications and rates shown against each, unless any deviation in specification has been expressly pointed out in the purchase order.

(As detailed in Annexure attached hereto)

Provided that the quantity specified above can be increased or decreased up to 25% at the sole discretion of the purchaser. However, it can be increased/ decreased to any extent by holding negotiations between the Centre and the supplier.

- (ii) The above rates shall remain firm for the entire supply indicated above and subject to no variation in any circumstances whatsoever. The rates shown above are inclusive of packing/forwarding charges/ Insurance charges/ Excise Duty/ Sales tax/ VAT etc. for respective destination.

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- iii) The prices charged for the stores supplied under the Contract by the Contractor shall no event exceed the lowest price at which the Contractor sells the Stores or offer to sell stores of identical description to any person(s)/organization(s) including the Purchaser or any Department of the Central Government or any Department of a State Government or any statutory undertaking of the Central or a State Government, as the case may be, during the period till performance of all Supply orders placed during the currency of Contract is completed.

(Strike out whichever not applicable)

8. **SAMPLE**

The material will be supplied by the supplier strictly in accordance with the sample approved by the purchaser or his authorized agents, whose decision as to whether or not, the material conforms to the sample shall be final and binding on the supplier.

9. (I) DELIVERY

The supplier shall deliver the material in accordance with the terms and conditions of the contract at the time/times and at the place/places and in the manner specified in schedule of work part B' attached thereto. *In case the due date of delivery in terms of delivery schedule falls on a holiday or holiday is subsequently declared on that date, the firm shall be required to complete the supply by the first working day falling next to the due date.*

(ii) TIME FOR AND DATE OF DELIVERY; THE ESSENCE OF THE CONTRACT.

The time for and the date of delivery of the material stipulated in the Schedule of work 'B' purchase order shall be the essence of the contract and delivery must be completed as per instruction of Engineer in charge.

(iii) NOTIFICATION OF DELIVERY:

Notification of delivery of dispatch in regard to each and every consignment shall be made to the purchaser and respective consignees. The supplier shall supply to consignee a packing account and full details of the contents of the package and quantity of material in order to enable the consignee to check the material on arrival at destination.

(iv) DAMAGES FOR DELAY IN DELIVERY:

The delivery of material as per the Schedule of work "B" attached to the Terms and Conditions of Contract shall be the essence of the contract between the supplier and the Centre and the delivery of such consignment must accordingly be insisted upon the date it is due in terms thereof.

No supplies/consignments received after the due date, on which they were actually due according to the terms of the purchase order, shall be accepted by the consignee except, with the approval of the purchasing authority.

In case the purchasing authority decides to accept a delayed supply, the supplier shall be liable to pay penalty @ one half of one percent per week or part thereof up to 10 weeks and 1 per cent thereafter per week or part thereof of the value of the goods, so delayed, subject to a maximum of 10% of the total value of the delayed supplies. In case the delivery schedule provides lot wise delivery of material, lot wise penalty shall be imposed.

(v) PASSING OF A PROPERTY:

Property in the material shall not pass to the purchaser unless and until the material has been delivered to the consignee, in accordance with the terms and conditions.

(vi) TAKING OVER CERTIFICATES:

The consignee (s) shall issue a taking over certificate after the material has been received at site (s), taken into possession, inspected, counted, measured and the supplier has supplied the copies of tests and inspection-certificate, if any.

10. FORCE MAJEURE:

The supplier shall not be liable for any loss or damage due to delay in manufacture or delivery of the material for reason arising out of compliance with regulations, orders or instructions of Central/ State Govt. Acts of God, acts of Civil and Military authorities, fires, floods, strikes, Lockouts, freight embargoes, war-risk, riots and civil commotion.

Whenever the supplier is not in a position to supply the material within the delivery period and he wants extension in the due date (s) of delivery under this clause, he will request for such extension of the delivery period alongwith all necessary evidence, before the expiry of the scheduled date(s) of delivery. In no case, the delivery period shall be extended under this clause, in case the request is received after the due date of delivery has expired. Extension in the delivery period may be granted only for the period for which the completion of the work is proved by the supplier to have been delayed for circumstances mentioned in this clause.

In all such cases, the Centre shall have the option to accept any portion of the balance material and cancel the order for the rest, provided, however, if any material had been

manufactured exclusively for the purchaser under this contract prior to the commencement of the force majeure circumstances, it shall be accepted by the purchaser and secondly, the cancellation will be without any liability for damages on the part of the supplier.

The decision of the purchaser in all matters under this clause shall be final and binding on the supplier.

Non-availability of raw material or any other similar cause shall not be considered as a force majeure circumstance.

11 WARRANTY

The supplier shall be responsible to replace, free of cost, with no transportation or insurance cost to the Purchaser, up to destination, the whole or any part of the material which in normal and proper use proves the defective in quality or workmanship, subject to the condition that the defect is noticed within 12 months from the date of receipt of material in stores or 15 months from the date of commissioning whichever period may expire earlier. The consignee or any other officer of CENTRE actually using the material will give prompt notice of each such defect to the supplier. The replacement shall be effected by the supplier within a reasonable time, but not, in any case, exceeding 30 days. In case the replacement of defective material is not carried out within 30 days of intimation of defects, the supplier shall have to pay interest @ 12% per annum of the value of material lying defective beginning from the date of its receipt in store or date of intimation given by Engineer in charge whichever is later up to the date of its receipt after replacement/repair. The supplier shall, also, arrange to remove the defective within a reasonable period, but not exceeding 30 days from the date of issue of notice in respect thereof, failing which, the purchaser, reserve, the right to get the defective material repaired/disposed off in any manner considered fit by him (Purchaser), at the sole risk and cost of the supplier. Any sale proceeds of the defective material after meeting the expenses incurred on its custody, disposal handling etc., shall however be credited to the supplier's account and set off against any outstanding dues of the purchaser against the supplier. The warranty for 12 months shall be one time.

12 DRAWINGS:

- i) The Successful bidder shall submit the drawing as per Centres's specification/design within 30 days from the date of issue of LOI if required for specific work.

13 MISTAKES IN DRAWINGS:

The supplier will be responsible for and shall pay for alterations of the material or works due to any discrepancies, errors or omissions in the drawings or other particulars supplied by him whether such drawings or particulars have been approved by the purchaser or not. Mistakes in drawing will be set right by the Supplier after obtaining approval of the purchaser.

14 TESTS AND INSPECTION:

The material shall be inspected and tested by Engineer in Charge or his authorized agent before dispatch unless dispensed within writing by the purchaser. The Supplier shall give to the purchaser at least 20 days advance notice for such inspection and test.

Centre intends to purchase only High Quality material. For this purpose sample from minimum 3 lots (if total lots are 3 or more than 3) of the material supplied should be sent to Sri Ram Test House/Govt. Approved Lab for Testing at Centres Cost. Any lot shall be finally accepted only when the samples are passed by the Test House. In case sample fails, the entire lot shall be rejected which will have to be lifted back by the firm at its own cost. If the sample drawn from two or more lots are rejected by the Test House, the entire balance quantity shall be deemed to have been cancelled and the Centre will affect the purchases for the balance quantity on the risk and cost of the supplier. For these reasons, the firm can also be blacklisted for future supplies.

(iii) **LIABILITY FOR COSTS OF LABORATORY TEST:**

In the event of rejection of material or any part thereof by the purchaser or his authorized agent which is removed to the Laboratory or other place of test, the Supplier, on demand, shall pay to the Purchaser all costs incurred in such removal.

(iv) **METHOD OF TESTING:**

The Purchaser or his authorized agent shall have the right to put all the material or part thereof to such tests as he may think fit and proper. The supplier shall not be entitled to object on any ground whatsoever to the method of testing by the purchaser or his authorized agent.

(v) The Supplier shall mark or permit the purchaser or his authorized agent to mark all the approved material with a recognized Purchaser's mark. The material which cannot be so marked, shall, if so, required by the Purchaser or his authorized agent, be packed in suitable packages or cases which shall be sealed and marked with such mark.

(vi) **REMOVAL OF REJECTED MATERIAL:**

If any material is rejected by the Purchaser or his authorized agent after tests and inspection or by the consignee, the material so rejected shall be removed from the premises of rejection by the supplier at his own cost. Such rejected material shall under all circumstances lie at the risk of the Supplier from the moment of such rejection; and if such material not removed by the Supplier within a period of 45 days, the Purchaser or his authorized Agent or consignee may dispose of such material in any way at the Supplier's risk and cost and retain such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal shall, also be entitled to recover handling and storage charges for the period during which the rejected material is not removed.

(vii) **CERTIFICATE OF TEST & INSPECTION**

When the test and inspection have been satisfactory carried out by the purchaser or his agent, the purchaser or his authorized agent shall issue a certificate to that effect and the material will then be dispatched by the Supplier according to dispatch instructions of the Purchaser or his authorized agent vide Clause-19 Dispatch Instructions.

(ix) **Challenge clause-** The material offered/received after the inspection by the authorized inspecting officer may again be subjected to the test for losses or any other parameter from any Testing House/in-house technique of the Centre & the results if found deviating un-acceptable or not complying to approved GTP's the bidder shall arrange to supply the replacement within thirty (30) days of such detection at his cost including to & fro transportation. In addition to this penalty @10% of cost of the inspected lot of material shall be imposed.

15. VAT/ CENTRAL SALE TAX

The Purchaser shall pay Central Sale Tax /Value Added Tax at the prescribed rates (if applicable) on the production of the following Certificates by the supplier in triplicate:

- (i) Certified that the transaction in which the sales tax /Value Added Tax has been claimed has been/will be included in the return submitted/to be submitted to the Taxation authorities for the assessment of Central Sales Tax and amount claimed from RCB has been/shall be paid to the Sales Tax authorities.
- (ii) Certified that the goods on which the Sales Tax /Value Added Tax has been charged in Bill No. _____ dt. _____ for Rs. _____ have not been exempted under the Central Sales Tax Act 1956/ Haryana VAT Act 2003 or the rules made thereunder and the charges on account of Sales Tax on these goods are correct under the provision of the relevant Act or the Rules made thereunder.
- (iii) Certified that we shall always indemnify the RCB in case it is found at a later stage, that wrong or incorrect payment had been recovered on account of Sales Tax paid/to be paid by us.

- (iv) Certified that we are registered as a dealer under the Central / State Sales Tax/ VAT and our registration No. is _____.

16. DOCUMENTATION :

- (I) All bills and/or invoices whether in respect of an advance payment or full payment, shall contain complete details of Code No., name of the item, description of material supplied, quantity supplied, rate, details of extra claims, etc. as well as the name of the consignee who received the material, shall be submitted in triplicate, duly accompanied by the receipted good challan, inspection note/test certificate in original, prescribed sales tax/ excise duty certificates and excise duty gate pass, where required.
- (II) All freight charges whether paid or to pay, and whether chargeable to the Centre or included in the quoted price, shall be shown in the invoice separately.
- (III) All bills and/ or invoices shall be sent by the supplier to: Executive Director, 180 Udyog Vihar Phase-1 Gurgaon RCB for payment.
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17. TERMS OF PAYMENT:

No advance payment will be made.

- (a) Proper bill invoice will be submitted by supplier on first day of month with documentary proof of having paid salary of employee employed at RCB and attendance sheet detail during month and payment shall be made on within 10 days from the date of receipt of the bill.
- b) The Bank Guarantee of the value of 2,00,000/- of the contract price shall be furnished by the supplier within 15 days from the date of issue of LOI which should remain valid for 90 days after the expiry of warranty period, failing which:
- (i) The issue of Purchase Order/Contract will be withheld by the concerned authority till the receipt of performance bank guarantee or DD in lieu of performance security.
- (ii) Penalty@ 0.35% per week or part thereof of the value of BG would be charged from due date of submission, till the BG or DD in lieu of BG is submitted by the firm.
- (iii) In case the performance bank guarantee or DD in lieu of performance security is not submitted within 45 days from the date of issue of P.O. the RCB reserve the right to cancel the P.O. and forfeit the EMD as well as recover LD charges and initiate the action for allotment to L-2 firm.
- (iv) The Bank Guarantee submitted by the tenderer/supplier/contractor as security/performance security will be verified from the issuing Bank branch, before acceptance by the concerned office of the RCB and the payment to the supplier/contractors is to be released after receipt of the verification of the Bank Guarantee by the concerned Bank".
- (v) In the event of receipt of material without the receipt of BG, amount equivalent to BG shall be deducted from the payments due to the supplier.
- All payments shall be made by the purchaser/his authorized agent to the Supplier in rupees in India."

18. NEGLIGENCE:

If the supplier shall neglect to execute the work with due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given in writing by the purchaser or is authorized agent in connection with this contract or shall contravene this provision of the contract, the purchaser may give 15 days notice in writing to the supplier to make good the failure, neglect or contravention complained of and should the Supplier fail to comply with the notice within the above said time from the date of service thereof (in case of failure, neglect or contravention capable of being made good, within that time or otherwise within such time as may be reasonable necessary for making it good, then in such case, the purchaser shall be at liberty to take the work wholly or in part out of Supplier's hand and re-contract at a reasonable price with any other person (s). in such event, it shall be lawful for the purchaser to retain any balance which may otherwise be due by him to the Supplier on any account, and apply the same towards the execution of the whole of balance of the work so re-contracted, as aforesaid, if no such balance is due by him to the supplier or if due, is not sufficient to cover the amount thus recoverable from the supplier, it shall be lawful for the purchaser to recover the whole or the balance of the amount from the supplier by action at law or otherwise. The remedy under this clause will be in addition to and without prejudice to right available to the purchaser under other

clause of these terms and conditions.

19. DESPATCH OF MATERIAL AND DESPATCH INSTRUCTIONS:

The supplier shall be responsible to obtain complete Dispatch instructions from the purchaser before the dispatch of each consignment.

The supplier sufficiently pack at his own cost the material for transit so as to ensure this being free from loss or damage on arrival without opening the packages while in transit at their destination. All containers in which the material is supplied shall be non returnable.

20. REPLACEMENT AND REJECTION:

Material found sub-standard or defective or not conforming to the prescribed specification in any manner, at consignee's end shall not be accepted and intimation to this effect shall be given to the supplier, Engineer in charge/ the purchasing authority and the Controller of Stores by the consignee. The purchasing authority shall promptly take up the matter with the supplier and ask him to rectify or replace the defective/sub-standard material forthwith and in any case within a period of 45 days from the date of original supply, failing which, the Centre shall reserve the right to get the defect rectified at the supplier's cost or to withhold the amount equal to cost of defective material. The supplier shall also be notified that all expenses involved in the replacement by way of handling, transportation, storage, etc. shall be on his account.

Before lifting the material for repair/replacement the supplier shall furnish Bank Guarantee equivalent to 100% of the total cost of the material to be lifted for repair/replacement. Failure to submit Bank Guarantee or to lift the material or to repair the equipment within the stipulated period the purchaser shall entitle to deduct/ recover the full cost of the defective material from the outstanding payments/ B.Gs. of the firm. The payment so deducted/recovered shall be released after receipt of repaired/replaced material. The purchaser shall also be at liberty to suspend further dealing with the firm till the receipt of repaired./replaced material.

In addition to above, the penalty on account of losses incurred due to sub standard material, would be decided by the Competent Authority of RCB and imposed, depending on the merit of each case.

In respect of the defective/sub-standard supplies, the date on which such a supply is replaced shall be reckoned as the effective date of delivery there against and the delay shall be worked out accordingly with reference to the date on which the supply was due as per the terms of contract, for the purpose of determining penalties/liquidated damages recoverable under Clause 9 (iv).

The above provision shall apply mutatis-mutandis to the material found sub-standard or defective during the period of warranty.

21. TERMINATION OF CONTRACT FOR DEFAULT

21.1 The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or in part:

- (a)** If the supplier fails to deliver any service or all services/ stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser; or
- (b)** If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser.
- (c)** If the supplier, in the judgment of the purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract (The definition of corrupt or fraudulent practices).

21.2 In the event the purchaser terminates the contract in whole or in part. Performance Security(Cash/Bank Guarantee) submitted by the firm/supplier shall be forfeited.

22 SET-OFF:

Any sum of money due and payable to the supplier under the contract (including Security deposit returnable to the supplier) may be appropriated by the purchaser and set-off against any claim of the purchaser for the payment of a sum of money arising out of or under this contract or any other contract entered into by the supplier with the purchaser.

23 SUPPLIER'S DEFAULT LIABILITY:

In the event of breach of any these terms and conditions by the supplier, the purchaser can

terminate the contract without Notice to the supplier at any stage and the supplier shall have no claim whatsoever on the purchaser on this account. But the supplier shall be liable to pay to the purchaser a sum equivalent to 10% of the value of the undelivered material as liquidated damages and not as a penalty.

24 LAWS GOVERNING THE CONTRACT

- (i) This contract shall be governed by the Laws of India for the time being in force.
- (ii) Irrespective of the place of delivery place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.
- (iii) Jurisdiction of courts: The courts of the place from where the acceptance of tender has been issued shall alone have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.

25 OPTION CLAUSE (Not applicable being single qty.)

The purchaser retains the right to place order for schedule of work A or Schedule of work B or both. The quantity under rate contract may vary substantially as per use of items for site requirement.

26 Corrupt or Fraudulent Practices

The Nigam requires that Tenderers/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Nigam contracts. In pursuance of this policy, the Nigam:-

- (a) defines, for the purposes of this provision, the terms set forth as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution: and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Nigam, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial, non-competitive levels and to deprive the Nigam of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Nigam contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Nigam contract.

27. PATENT RIGHTS

The supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

28. SETTLEMENT OF DISPUTES

If any dispute or difference of any kind whatsoever will arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation.

If, after thirty (30) days the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of the matter may be commenced unless such

notice is given.

29. ARBITRATION

All matter questions, disputes, differences and/or claims arising out of and/or concerning and/or in connection and/or in consequences or relating to this Contract whether or not obligations of either or both parties under the contract be subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the Sole Arbitration of the M.D RCB or an officer appointed by the MD RCB as his nominee. The Award of the Arbitration shall be final and binding on the parties to this contract.

The objection that the Arbitrator has to deal with the matters to which the Contract relates in the course of his duties or he has expressed his views on any or all of the matters in dispute of difference, shall not be considered as a valid-objection.

The arbitrator may from time to time with the consent of parties to the contract enlarge the time for making the Award. The venue of arbitration shall be the place from which the acceptance of offer is issued or such other place as the arbitrator in his discretion may determine.

The parties to the contract agree that cost of arbitration shall be as per the instructions of the Nigam issued/prevalent on the date of appointment of arbitrate tribunal.

Subject to aforementioned provisions, the provisions of the Arbitration and conciliation Act, 1996 and the Rules there under any statutory modifications thereof for the time being in force, shall be deemed to apply to the Arbitration proceedings under the clause.

Place :

Date :

Signature of the Supplier.