



United Nations  
Educational, Scientific and  
Cultural Organization



क्षेत्रीय जैव प्रौद्योगिकी केन्द्र  
Regional Centre  
for Biotechnology

क्षेत्रीय जैवप्रौद्योगिकी केन्द्र  
राष्ट्रीय महत्ता की संस्था, संसदीय अधिनियम द्वारा स्थापित  
जैवप्रौद्योगिकी विभाग, भारत सरकार, यूनेस्को के तत्वावधान में  
**REGIONAL CENTRE FOR BIOTECHNOLOGY**  
An Institution of National Importance created through an Act of Parliament  
Department of Biotechnology, Govt. of India, under the auspices of UNESCO

**NCR-Biotech Science Cluster, 3<sup>rd</sup> Milestone, Gurgaon-Faridabad Expressway,  
Village- Bhankri, Faridabad. (Haryana) Pin -121001.**

**TENDER DOCUMENT NO: RCB/OoC/NIT-02/20-21/BSL-3 LIFT  
(Two Bid system)**

**TENDER FOR**

**SUPPLY, INSTALLATION, TESTING & COMMISSIONING  
OF 01 No. Lift for 10 PASSENGER in BSL-3 BUILDING AT  
NCR-BIOTECH SCIENCE CLUSTER, FARIDABAD**

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**PART –A**  
**(NOTICE INVITING TENDER AND QUALIFICATION CRITERIA)**

**Tender No.-RCB/OoC/NIT-2/20-21/BSL-3 LIFT**

**Dated: 19.06.2020**

**1.0 TENDER NOTICE**

**Executive Director, Regional Centre for Biotechnology, NCR -Biotech Science Cluster, 3<sup>rd</sup> Milestone, Faridabad- Gurugram Expressway, Faridabad - 121001, Haryana invites on line sealed tender from the Category “A” Lift Manufacturer as per latest CPWD works Manual for carrying out the work: -**

**“SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 01 No. LIFT FOR 10 PASSENGERS IN BSL-3 BUILDING AT NCR-BIOTECH SCIENCE CLUSTER, FARIDABAD” as per schedule, specifications and as per the terms and conditions mentioned in this tender document.**

**Off-line / physical not be accepted and no request will be entertained on any ground / reason.**

**NOTICE INVITING TENDER**

Website Url :	<a href="https://dbt.euniwizarde.com">https://dbt.euniwizarde.com</a> ;& <a href="https://rcb.res.in">https://rcb.res.in</a>
Address:	Regional Centre for Biotechnology, NCR-Biotech Science Cluster, 3 <sup>rd</sup> Milestone Faridabad-Gurugram Expressway, Faridabad - 121001, Haryana
Contact Details	Chief Executive Officer, Office of Connectivity, RCB, Phone: 0129-2848535
Name Of Work	SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 01 No. Lift for 10 PASSENGER IN BSL-3 BUILDING AT NCR-BIOTECH SCIENCE CLUSTER, FARIDABAD
Earnest Money	Rs. 36800/- needs to be deposited Online through e-tender portal.
Tender Processing fees	To be deposited online through e-tender portal.
Tender Uploading Date	03.07.2020
Date of Pre Bid Meeting	09.07.2020; 03:00 P.M.
Tender Closing Date & Time	17.07.2020; 03:00 P.M.
Date of Opening of Technical bid	17.07.2020; 03:30 P.M.
Date of Opening of Financial bid	Will be notified /uploaded on DBT E-Wizard Portal website: <a href="https://dbt.euniwizarde.com">https://dbt.euniwizarde.com</a> .

## 2.0 QUALIFICATION CRITERIA

2.1 The Lift Manufacturer shall be category “A” Manufacturer as per latest CPWD works manual.

2.2 The tenderer must be a Goods Service Tax (GST) registered firm / company.

2.3 The tenderer should have successfully completed similar works during last seven years Ending on the previous day of last day of submission of tender either of the following-

One similar work of value not less than **Rs. 14.70 Lakhs.**

OR

Two similar works each of value not less than **Rs. 11.10 Lakhs.**

OR

Three similar works of value not less than **Rs.7.40.Lakhs.**

**Similar work** means **SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF PASSENGER / SERVICE LIFT** in any other Govt. Departments/universities / PSU’s, Biotech companies, Research institution & pharmaceutical laboratories or in reputed private sectors during last seven years). Self-attested copies of the completion certificates issued by the Executive Engineer/Head of department/ owner 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 caseworks is not up to the standard, the tender will summarily be rejected & no queries will be entertained in this regard. Refer“Annexure-IV”.

2.4 The firm should have not been black listed, debarred, declared non performer or expelled from any work of Union Government/ State Governments/ PSUs etc. during the last 7 years. They should also submit a self-declaration on its letter head for the same.

The firm should also provide information regarding litigation / arbitration cases for the last seven years as per Annexure-V.

2.5 The tenderer may 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.

2.6 The tenderers shall arrange & maintain at his own cost all materials, T&P, Water and facility for workers for executing the work. Refer “Annexure-VI”.

### **3.0 Registration Process**

- 3.1 Bidders to enroll on the e-Procurement module of the portal <https://dbt.euniwizarde.com> by Clicking on the link “Bidder Enrollment”. Enrolment on the e-wizard Portal is free of charge.
- 3.2 The bidders to choose a unique user name and assign a password for their accounts .Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal.
- 3.3 Bidders to register upon enrolment their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA with their profile.
- 3.4 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. Foreign bidders are advised to refer “DSC details for Foreign Bidders” for Digital Signature requirements on the portal.
- 3.5 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC /e-Token.

### **4.0 Tender Documents Search**

- 4.1 Various built in options are available in the e-Wizard Portal which is further synchronizing with CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
- 4.2 There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the Online Portal.
- 4.3 Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the Online Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- 4.4 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification /help from the Helpdesk.

### **5.0 Bid Preparation**

- 5.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid
- 5.2 Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 5.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100dpi with black and white option.
- 5.4. Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm/ agency etc

5.5 Experience Certificates for one or more similar works in last 07 years.

5.6 Copy of PAN Card / GST Registration.

5.7 Earnest Money Deposit: The bidder will be required to deposit the Earnest Money Deposit **(EMD)** for an amount of Rs. **36800/-** through Online portal.

5.8 EMD Fee are exempted for MSME/ NSIC vendors etc., However Tender **processing fee has to be paid by all the vendors** as this fee is being charged by the Online Portal service provider directly.

## **6.0 BID SUBMISSION**

6.1 Bidder to login to the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issue.

6.2 The bidder to digitally sign and upload there bid documents one by one as indicated in the tender document.

6.3 Bidder to select the payment option as Online” to pay the tender fee/ EMD wherever applicable and enter details of the instrument.

6.4 A standard BoQ format (Performa of price bid) has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.

6.5 The tenderers should quote the rates for items tendered by them in figures as well as in words and the amounts in figures only. The amount for each item should be worked out.

6.6 In the event of discrepancy between rate in figures and words the rate quoted in words shall be treated as correct. In case there is discrepancy between rate and amount worked out, the rate quoted shall be taken as correct and not the amount.

6.7 Price shall be entered against each item in Bill of Quantities where quantities or LS (lump-sum) been mentioned. The cost of item against which the Contractor has failed to enter a rate or price shall be deemed to be covered by rates and prices of other items in the Bill of Quantities and no payment shall be made for the quantities executed for items against which rate has not been quoted by Contractor. No rate is to be quoted against items for which no quantity is given. However, the Contractor has to quote rate against “LS”items.

6.8 The server time (which is displayed on the bidders 'dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

6.9 All the documents being submitted by the bidders would been encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.

6.10 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

6.11 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

6.12 Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

## 7.0 Assistance to Bidders

- 7.1 Any queries relating to the tender document and the terms and conditions contained therein be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 7.2 Any queries relating to the process of online bid submission or queries relating to e-Wizard Portal in general may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 011-49606060, 23710092, 23710091.

## 8.0 Terms and conditions

- 8.1 **Standard General Conditions of the Contract** (GCC) form 7/8 (modified and corrected up to date) of CPWD shall be followed except otherwise stated elsewhere in the tender document.
- 8.2 **The Performance Security Deposit** amount, 5% of tender value must be deposited by successful bidder within 10 days of award of work in the form of Demand Draft/ Bank Guarantee/ FDR, from Nationalized/scheduled bank valid up to 6 Months from issue of work order, drawn in favour of “Executive Director Regional Centre for Biotechnology”, Payable at Faridabad.
- 8.3 **Security Deposit** @ 5% of the gross work value of work done will be deducted from each R/A bill, which will be released after the defect liability period of 12 months subject to the condition that all the defects observed during the defect liability period have been rectified by the contractor to the full satisfaction of the Engineer-in-charge of the work.
- 8.4 **Completion period of work:** 06 months from date of issue of work order.
- 8.5 **Validity of the bids:** The bids shall be valid for a period of 90 days from the receipt of bid. This has to be so specified by the tenderer in the commercial bid.
- 8.6 **Warranty / Guarantee:** Bidder must provide one (01) year comprehensive on-site warranty and it will commence from the date of the satisfactory installation/commissioning/handling over of goods, against the defect of any manufacturing, workmanship and poor quality of the components.  
No offer of the vendor will be accepted without warranty/ guarantee of their supplied/ installed goods.
- 8.7 **Installation:** All the works shall be completed **within 06 months** from the date of issue of work order.  
All the aspects of safe installation shall be the exclusive responsibility of the supplier.  
If the supplier fails to complete the work on or before the stipulated date, then a compensation for delay of work @ 1.5% per month of delay of work to be computed on per day basis provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work.



## **9.0 Payment Terms:**

- 9.1** The pre-receipted paste of ₹ Rs.1/- revenue stamp on each bill in triplicate may be send to this office for payment after satisfactorily delivery & Installation of the goods. The bill should have full particulars of the items.
- 9.2** No Payment shall be made in advance nor shall the loan from any or financial institutions be recommended on the basis of the order of award of work.
- 9.3** No payment will be made for goods rejected.
- 9.4** The performance guarantee amount/PBG will be released after 3 months from date of satisfactory completion and handing over of work.
- 9.5** Security Deposit will be released after successful expiry of Defect Liability Period (12months) which will commence from date of completion. EMD shall be adjusted (released) against Security Deposit.
- 9.6** The quoted rates must be inclusive of all applicable Taxes, handling and freight charges etc. All applicable taxes shall be deducted at source from the passed amount of the contractor bill.
- 9.7** The party shall be deemed to have visited to the site, understood the work prior to quoting of rates.
- 9.8** Kindly mention the tender No. & due date, bidders full address, email address and contract number on the sealed envelope.

## Check List of Certificates/Documents required to be submitted in the Technical Bid

If these documents are not submitted /conditions not met, the quotation shall be summarily rejected and no further correspondence, in this regard, shall be entertained.

S. No	Description	Technical Compliance (Yes/No)
<b>1</b>	Undertaking for adherence of Two-Bid System. (Non-violation of Two-Bid System)	
<b>2</b>	Clarification with regard to manufacturer or their accredited agent.	
<b>3</b>	Undertaking for the submission EMD/bid amount along with the bid.	
<b>4</b>	GST registration certificate	
<b>6</b>	Non-black listing declaration	
<b>7</b>	Declaration reg. Proprietorship/partnership/ Pvt. Limited firm	
<b>8</b>	Samples and their test reports, wherever, applicable	
<b>9</b>	Statement of financial standing from C.A. or Bank with address & proof of average turnover of the firm for the last 3years	
<b>10</b>	Undertaking for adherence & acceptance to all Tender Term as per Schedule – ‘A’ (No Deviation of Tender Terms)	

(To be submitted on Company Letter Head).

## AUTHORIZATION LETTER

We (name of the bidder) hereby authorize Shri/Smt. \_\_\_\_\_  
(name of the authorized person) to sign and submit the bid to RCB, Faridabad against their  
**Tender No.: RCB/OoC/NIT-02/20-21/BSL-3 LIFT Dated:19.06.2020**

Shri/Smt.\_\_\_\_(name) is also authorized to negotiate the terms and conditions pertaining to the  
Said tender on behalf of M/s\_\_\_\_\_(name of bidder).

The specimen signature of Shri/Smt.\_\_\_\_\_(name) is appended below.

Specimen Signature:

Name:

The undersigned is authorized to delegate the authority on behalf of M/s\_ (name of bidder), as  
stipulated above

For ----- (name of bidder)

## TENDER ACCEPTANCE LETTER

(To be submitted on Company Letter Head).

Date:

The Executive Director  
Regional Centre for Biotechnology NCR Biotech Science Cluster,  
3rd Milestone, Faridabad–Gurugram Expressway,  
Faridabad– 121001

SUB: Acceptance of Terms & Conditions of Tender.

Tender Reference No :-----

Name of Tender / Work: **“SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 01 No. LIFT FOR 10 PASSENGER IN BSL-3 BUILDING AT NCR- BIOTECH SCIENCE CLUSTER, FARIDABAD”**

Dear Sir,

I/ We have downloaded / obtained the tender document(s) for the above mentioned tender/ Work' from the website(s) namely : [www.rcb.res.in](http://www.rcb.res.in), <https://dbt.euniwizarde.com> as per your NIT/ advertisement given in the above mentioned website(s).

I/We hereby certify that I / We have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedules(s), etc.), which form part of the contract agreement and I / We shall abide hereby by the terms / conditions/ clauses contained therein.

The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum (s) in its totality/ entirety.

I/ We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department / Public sector undertaking.

I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bidder terminate the contract, without prejudice to any other right so remedy including the forfeiture of the fully said earnest money deposit absolutely.

Yours Faithfully,

Authorized Signatory.  
Signature of the Bidder, with Official Seal)

## NON-BLACK LISTING DECLARATION

FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING/ NON- DEBARMENT, BY ORGANISATION

### UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

To,

Executive Director  
Regional Centre for Biotechnology NCR Biotech Science Cluster,  
3<sup>rd</sup> Milestone, Faridabad-Gurgaon Expressway, Faridabad

We here by confirm and declare that we, M/s \_\_\_\_\_, -----is not blacklisted /De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 7 years.

For .

Authorized Signatory

Date:

**PART – B**  
**INSTRUCTIONS TO BIDDERS**

1. 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 RCB.
2. 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 RCB.
3. Any variation in the terms and conditions of the general/special conditions for payment, tender fees, security deposit, etc. is not acceptable to RCB and such tenders will be rejected straightaway.
4. RCB reserves the right to award the contract in full or in part as per the decision of the competent authority
5. RCB is not responsible for any delay in receipt of the application / receipt of tender documents etc. It is the responsibility of tenderer to make sure that the tender is up loaded in time.
6. The contractor has to mention contact no. and the person to be contacted in case of any query.
7. The tenderer shall attach the copy of PAN Card, Goods and Services Tax Registration.
8. Acceptance of tender shall rest with the RCB, 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.
9. Incomplete tenders are liable to be rejected.
10. Any bid received after the deadline for submission of bids, will be rejected.

Engineer-in-charge

**Signature of tenderer with seal & date**

## PART – C

### GENERAL CONDITIONS OF CONTRACT

#### 1.0 CONTRACT DOCUMENT

- 1.1 The terms ‘Contract document’ means the Notice Inviting Tender, Tender form, Instructions to bidders, Special Conditions, General Conditions of Contract, Specifications, Price Schedule and Drawings and Articles of Agreement.
- 1.2 “RCB” shall mean Regional Centre for Biotechnology with its present office at 3<sup>rd</sup> mile stone Faridabad –Gurgaon Expressway Haryana121001.
- 1.3 The Contractor shall mean the sole proprietor, or firm or company whether incorporated or not, undertaking the works and shall include the legal representative or such individual successors, heirs, administrators or assignees of such sole proprietor, firm or company, as the case may be or the persons composing such firm or company of the successors of such firm or company and the permitted assignees of such individual or firms or company.
- 1.4 Client shall mean the officer designated by the Executive Director, RCB who shall supervise and shall be in charge of the work, and issue necessary instructions at site, on behalf of RCB.
- 1.5 Contractor shall strictly conform to the specification .price schedule, general and special terms and conditions, if any, and other matter contained in the tender documents issued by the RCB
- 1.6 Failure of the successful contractor to lodge the required performance guarantee shall constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security, in which event the RCB may make the award to the next lowest evaluated tenderer or, if there are no other tenderer, call for new bids.
- 1.7 In the event of breach of contract by the contractor, the performance guarantee will liable to be forfeited by RCB.
- 1.8 The contractor whose tender is accepted will also be required to furnish by way of **Security Deposit** for the fulfillment of his contract, an amount equal to **5% of the actual work done value**.  
The Security deposit will be collected by deductions from each running bills as well as final bill of the contractor at the rates mentioned above.
- 1.9 The Security Deposit will be released after the expiry of the Defects Liability Period of work (i.e. 12 Months) subject to satisfactory fulfillment of its obligations by the contractor under the work.

#### 2.0 DRAWINGS

- 2.1. On the award of work order under this work, the contractor shall immediately proceed with the preparation of drawing according to the work order to be carried out. Two sets of such working drawings including make of all items shall be submitted to RCB for its approval to ensure that work will be carried out in accordance with specification and proposed drawing including such changes as may have been mutually agreed upon. All the drawing shall be received by the Client for his approval within 07 days of award of work.  
Also, the contractor must furnish detailed bar chart showing the various activity w.r.t. time and must organize co-ordination meeting at the site to review the progress of work.

### **3.0 TIME AND EXTENSION FOR DELAY**

- 3.1 If in the opinion of the Client 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 Client for which he shall have specifically applied in writing.
  - (d) Reasons of Client instruction:  
The Client 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 Client to proceed with the works.
  - (e) 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.
  - (f) In such case, the Client may give a fair and reasonable extension of time and reschedule the completion date. Such extension shall be communicated to the Contractor by the Client 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 Client and this shall be binding on the Contractor.

### **4.0 COMPENSATION FOR DELAY**

Time is the essence of the contract. The time allowed for the work shall be strictly followed. If the supplier fails to complete the work on or before the stipulated date, then a compensation for delay of work @ 1.5% per month of delay of work to be computed on per day basis provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work. The decision of Client about the delay shall be final and binding.

If the contractor after award of work fails to deliver any item / part of the work within the time period allowed, RCB reserves the right to remove that particular component from the scope of main contractor and get it done through some alternative resources at the cost of main contractor.

### **5.0 ESCALATION / PRICE VARIATION**

No claim on account of any Price Variation / Escalation on whatsoever ground shall be entertained at any stage of works. All rates as per Bill of Quantities (BOQ)/Price-Bid quoted by Contractor shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation/price variation clause shall be applicable on this contract.



## **6.0 INCOME TAX DEDUCTION**

Income tax deductions shall be made from all payments made to the Contractor including advances against work done, in accordance with the Income Tax act prevailing from time to time.

## **7.0 TECHNICAL STAFF FOR WORK**

The Contractor shall employ at his cost the adequate number of technical staff during the execution of this work depending upon the requirement of work. For this purpose, the numbers to be deployed, their qualification, experience as decided by RCB shall be final and binding on Contractor. The Contractor shall not be entitled for any extra payment in this regard. The technical staff should be available at Site, whenever required by RCB to take instructions.

Within 15 days from the date of letter of intent, the Contractor shall submit a site organizational chart and Resume including details of experience of the Project-in- Charge and other staff proposed by him and shall depute them on the Project after getting approval from Engineer-In-Charge. If desired by the Contractor at later date, the Project-in-Charge and other staff whose resume is approved by RCB can be replaced with prior written approval of RCB and replacement shall be with equivalent or superior candidate only. Decision of Engineer-In-Charge shall be final and binding on the Contractor.

Even after approving the site organizational chart, the Engineer-In-Charge due to nature and exigency of work can direct the Contractor to depute such additional staff as in view of Engineer-In-Charge is necessary and having qualification and experience as approved by the Engineer- In- Charge. The removal of such additional staff from the Site shall only be with the prior written approval of Engineer-In-Charge. The Contractor shall not be paid anything extra whatsoever on account of deployment of additional staff and decision of the Engineer-In- Charge shall be final and binding on the Contractor.

In case the Contractor fails to employ the staff as aforesaid, he shall be liable to pay a reasonable amount not exceeding a sum of Rs. 25,000 (Rupees Twenty-Five Thousand only) for each month of default in the case of each person. The decision of the Engineer-In -Charge as to number of Technical Staff to be adequate for the project and the period for which the required technical staff was not employed by the Contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the Contractor.

## **8.0 LAND FOR LABOUR HUTS / SITE OFFICE AND STORAGE ACCOMMODATION**

The Contractor shall arrange the land for temporary office, storage accommodation and labour huts at his own cost and get the clearance of local authorities for setting up of labour camp and cost of same is deemed to be included in the rates quoted by the Contractor for the works. The Contractor shall ensure that the area of labour huts is kept clean and sanitary conditions are maintained as laid down by the local authorities controlling the area. The labour huts shall be so placed that it does not hinder the progress of work or access to the worksite. The vacant possession of the land used, for the purpose shall be given back by Contractor after completion of the work. The Retention Money of the Contractor shall be released only after Contractor demolishes all structures including foundations and gives back clear vacant possession of this land. In the event the

contractor has to shift his labour camp at any time during execution of the work on the Instructions of local authorities or as per the requirement of the work progress or as may be required by RCB, he shall comply with such instructions at his cost and no claim whatsoever shall be entertained on this account.

## **9.0 WATCH & WARD AND LIGHTING**

The Contractor shall at his own cost take all precautions to ensure safety of life and property by providing necessary barriers, lights, watchmen etc. during the progress of work as directed by Engineer-In-Charge.

## **10.0 HEALTH & SANITARY ARRANGEMENTS**

In case of all labour directly or indirectly employed in work for the performance on the Contractor's part of this contract, the Contractor shall comply with all rules and regulations framed by Govt. from time to time for the protection of health and sanitary arrangements for workers.

## **11.0 ORDER OF PRECEDENCE OF DOCUMENTS**

In case of difference, contradiction, discrepancy, dispute with regard to Conditions of Contract, Specifications, Drawings, Bill of Quantities and Rates quoted by the Contractor and other documents forming part of the contract, the following shall prevail in order of precedence.

- (a) Contract Agreement
- (b) Letter of Intent, detailed letter of Work Order along with statement of agreed variations and its enclosures.
- (c) Description in Bill of Quantity / Schedule of Quantities
- (d) Additional Conditions of Contract.
- (e) Technical specifications (General / Special Technical Specification) as given in the tender documents.
- (f) General Conditions of Contract.
- (g) Drawings
- (h) Latest CPWD specifications (as specified in Technical Specification of the Tender) update with correction slips issued up to last date of receipt of Tenders.
- (i) Relevant B.I.S. Codes.

If there are varying or conflicting provisions made in any one document forming part of the contract, the Engineer-In-Charge shall be the deciding authority with regard to the intention of the document which shall be final and binding on the Contractor.

Any error in description, quantity or rate in the Schedule of Quantities/items or Bill of Quantities or any omission there from shall not vitiate the contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to the Drawings and Specifications or from any of his obligations under the contract.

## **12.0 TECHNICAL SPECIFICATION AND STANDARDS**

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

## **13.0 WORK OPEN TO INSPECTION**

All works under or in course of execution or being executed in pursuance of the contract shall at all times be open to inspection and supervision by the Client and/ or his authorized subordinates.

## **14.0 TIME SCHEDULE & PROGRESS**

14.1 Time allowed for carrying out all the works as entered in the Tender shall be reckoned from the 10th day from the date on which the letter of Intent is issued to the Contractor. Time shall be the essence of the contract and Contractor shall ensure the completion of the entire work within the stipulated time of completion.

14.2 The Contractor shall also furnish within 10 days from the date of letter of Intent, a CPM network/ PERT chart/ Bar Chart for completion of work within stipulated time. This will be duly got approved from RCB. This approved Network/ PERT Chart shall form a part of the agreement. Achievement of milestones as well as total completion has to be within the time period allowed.

14.3 Contractor shall mobilize and employ sufficient resources for completion of all the works as indicated in the agreed BAR CHART/Network. No additional payment will be made to the Contractor for any multiple shift work or other incentive methods Contemplated by him in his work schedule even though the time schedule is approved by the Engineer-In-Charge.

14.4 During the currency of the work the Contractor is expected to adhere to the time schedule on miles stone and total completion and this adherence will be a part of Contractor's performance under the contract. During the execution of the work Contractor is expected to participate in the review and updating of the Network/ BAR CHART undertaken by RCB. These reviews may be undertaken at the discretion of RCB either as a periodical appraisal measure or when the quantum of work order on the Contractor is substantially changed through deviation orders or amendments. The review shall be held at Site or any of the offices of RCB at the sole discretion of RCB

14.5 If at any time, it appears to the Engineer-In-Charge that the actual progress of work does not conform to the approved programme referred above, the Contractor shall produce a revised programme showing the modifications to the approved programme by additional inputs to ensure completion of the work within the stipulated time. The Contractor will adhere to the revised schedule thereafter. The approval to the revised schedule resulting in a completion date beyond the stipulated date of completion shall not automatically amount to a grant of extension of time to the Contractor.

14.6 Contractor shall submit fortnightly/ Monthly (as directed by Engineer-In-Charge) progress reports (5 copies) on a computer based program (program and software to be approved by Engineer-In-Charge) highlighting status of various activities and physical completion of work.

## **15.0 NO COMPENSATION FOR FORECLOSURE/CANCELLATION/REDUCTION OF WORKS**

If at any time after the commencement of the work RCB shall for any reason whatsoever is required to abandon the work or does not require the whole work thereof as specified in the Tender to be carried out, the Engineer-In-Charge shall give notice in writing of the fact to the Contractor, who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out or on foreclosure, neither shall he have any claim for compensation by reason of any alterations having been made in the original Specifications, Drawings, Designs and Instructions which shall involve any curtailment of the work as originally contemplated.

Provided that the Contractor shall be paid the charges on the cartage only of materials actually and bonafide brought to the Site of the work by the Contractor and rendered surplus as a result of the abandonment or curtailment of the work or any portion thereof and then taken back by the Contractor, provided however, that the Engineer-In-Charge shall have in all such cases the option of taking over all or any such materials at their purchase price or at local current rates which ever may be less.

In the case of such stores having been issued by RCB and returned by the Contractor to RCB, credit will be given to him by the Engineer- In-Charge at rates not exceeding those at which they were originally issued to him after taking into consideration any deduction for claims on account of any deterioration or damage while in the custody of the Contractor and in this respect the decision of the Engineer-In-Charge shall be final.

## **16.0 RESTRICTION ON SUBLETTING**

The Contractor shall not sublet or assign the whole or part of the works except where otherwise provided, by the contract and even then only with the prior written consent of RCB and such consent if given shall not relieve the Contractor from any liability or obligation under the contract and he shall be responsible for the acts, defaults or neglects of any sub-Contractor, his agents, servants or workmen as full as if they were the acts, defaults or neglects of the Contractor, his agent, servants or workmen provided always that the provision of labour on piece work basis shall not be deemed to be a subletting under this clause.

The Contractor may entrust specialist items of works to the agencies specialized in the specific trade. The Contractor shall give the names and details of such firm whom he is going to employ for approval of RCB. These details shall include the expertise, financial status, technical manpower, equipment, resources and list of works executed and on hand of the specialist agency. Specialist agency shall be engaged only after obtaining written approval of the Engineer-In-Charge.

## **17.0 PROHIBITION OF UNAUTHORISED CONSTRUCTION & OCCUPATION**

No unauthorized buildings, structures should be put up by the Contractor anywhere on the project Site, neither any building built by him shall be un- authorized occupied by him or his staff.

## **18.0 CO-ORDINATION WITH OTHER AGENCIES**

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 RCB shall be final and binding on the Contractor. No claim whatsoever shall be admissible on this account.

## **19.0 SETTING OUT OF THE WORKS**

The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works. If at any time during the progress of works, shall any error appear or arise in the position, levels, dimensions or alignment of any part of the works, the Contractor shall at his own expenses rectify such error to the satisfaction of Engineer-in-charge. The checking of any setting out or of any line or level by the engineers of RCB shall not in any way relieve the Contractor of his responsibility for the correctness.

Contractor shall provide permanent bench marks, flag tops and other reference points for the proper execution of work and these shall be preserved till the end of work. All such reference points shall be in relation to the levels and locations, given in the Architectural, Plumbing and other services Drawings.

## **20.0 NOTICE BEFORE COVERING UP THE WORK**

The Contractor shall give not less than seven days' notice before covering up or otherwise placing beyond the reach of measurement any work, to the Engineer-In-Charge in order that the same may be inspected and measured. If any work is covered up or placed beyond the reach of Inspection/ measurement without such notice to the Engineer-In-Charge or his consent being obtained, the same shall be uncovered at the Contractors expenses and he shall have to make it good at his own expenses.

## **21.0 SITE CLEARANCE**

The Contractor shall ensure that the working Site is kept clean and free of obstructions for easy access to job Site and also from safety point of view. Before handing over the work to RCB the Contractor shall remove all temporary structures like the site offices, cement godown, stores, labour hutments etc., scaffolding rubbish, left over materials tools and plants, equipments etc., clean and grade the Site to the entire satisfaction of the Engineer-In-Charge. If this is not done the same will be got done by RCB at his risk and cost.

The Contractor shall clean all floors, remove cement/ lime/ paint drops and deposits, clean joinery, glass panes etc., touching all painter's works and carry out all other necessary items of works to make the premises clean and tidy before handing over the building, and the rates quoted by the Contractor shall be deemed to have included the same

## **22.0 SET-OFF OF CONTRACTOR'S LIABILITIES**

RCB shall have the right to deduct or set off the expenses incurred or likely to be incurred by it in rectifying the defects and/or any claim under this agreement against the Contractor from any or against any amount payable to the Contractor under this agreement including Retention Money and proceeds of Security Deposit cum Performance Guarantee and from any other contract being executed by the Contractor for RCB

## **23.0 ALTERATION IN SPECIFICATION, DESIGN & DRAWING**

The Engineer-In-Charge shall have power to make any alterations in, omissions from, additions to or substitutions for, the original Specifications, Drawings, Designs and Instructions that may appear to him to be necessary during the progress of the work, and the Contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-In-Charge and such alterations, omissions, additions, or substitutions shall not invalidate the contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the mainwork

The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work price bears to the original contract work price, and the certificate of the Engineer-In-Charge shall be conclusive as to such proportion. Over and above this, a further period to the extent of 25 percent of such extension shall be allowed to the Contractor.

The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions in their respective order:

If the rates for the additional, altered or substituted work are specified in the contract for the work, the Contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract for the work.

If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for a nearest similar item of work as are specified in the contract for the work. In case of composite tenders where to or more schedule of quantities/ Bill of Quantities form part of the contract, the rates shall be derived from the nearest similar item in the schedule of quantities/Bill of Quantities of the particular part of work in which the deviation is involved failing that from the lowest of the nearest similar item in other schedule of quantity. The opinion of the Engineer-In-Charge as to whether or not the rate can be reasonably so derived from the item in this contract will be final and binding on the Contractor.

If the altered, additional or substituted work includes any work for which no rate is specified in the contract for the work and which cannot be derived in the manner specified in sub para (i) and (ii) above from the similar class of work in the contract then such work shall be carried out at the rates entered in the Schedule of Rates (as mentioned in "Memorandum" to the "Form of Tender" for Civil/ Sanitary Works) minus/plus the percentage which the tendered amount of scheduled items bears with the estimated amount of schedule items based on the Schedule of Rates ( as mentioned in "Memorandum" to the "Form of Tender" for Civil/ Sanitary Works ). The scheduled

items mean the items appearing in the Schedule of Rates (as mentioned in “Memorandum” to the “Form of Tender” for Civil/ Sanitary Works), which shall be applicable in this clause. This clause will apply mutatis mutandis to electrical work except that Electrical Schedule of Rates as mentioned in “Memorandum” to the “Form of Tender” will be considered in place of Civil/ Sanitary works Schedule of rates as mentioned in “Memorandum” to the “Form of Tender”.

If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clauses (i) to (iii) above, then the Contractor shall, within 7 days of the date of receipt of order to carry out the work, inform the Engineer-In-Charge the rates which he intends to charge for such class of work, supported by analysis of the rate or rates claimed, and the Engineer-In-Charge shall determine the rate or rates on the basis of prevailing market rates of the material, Labour, T&P etc. plus 10% (Ten percent) to cover the Contractors supervision, overheads and profit and pay the Contractor accordingly. The opinion of the Engineer-In- Charge as to the current market rates of materials and quantum of labour involved per unit of measurements will be final and binding on the Contractor.

However, the Engineer-In-Charge, by notice in writing, will be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner, as he may consider advisable. But under no circumstances, the Contractor shall suspend the work on the plea of non- settlement of rates of items falling under the clause.

#### **24.0 ACTION AND COMPENSATION PAYABLE IN CASE OF BADWORK**

If it shall appear to the Engineer-In-Charge or his authorized subordinate in charge of the work or to the Chief Technical Examiner or to any other inspecting agency of Government/ State Government/ Owner where the work is being executed, that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the Contractor shall on demand in writing which shall be made within six months of the completion of the work from the ENGINEER-IN-CHARGE specifying the work, materials or articles complained of notwithstanding that the same may have been passed, Certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-In-Charge in his demand aforesaid, then the Contractor shall be liable to pay compensation at the rate of one percent of the estimated amount put to tender for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure, the Engineer-In-Charge may rectify or remove and re-execute the work or remove and replace with others, the material or articles complained of as the case may be at the risk and expense in all respects of the Contractor .

## **25.0 CONTRACT AGREEMENT**

The Contractor shall enter into a Contract Agreement with RCB within 10 days of the date of Letter of Intent or within such extended time, as may be granted by RCB. The cost of stamp papers, stamp duty, registration, if applicable on the contract, shall be borne by the Contractor. In case, the Contractor does not sign the agreement as above or does not start the work within 10 days of the issue of letter/telegram of intent, his earnest money is liable to be forfeited and letter of intent consequently will stand withdrawn.

## **26.0 MANNER OF EXECUTION OF AGREEMENT**

The agreement as per prescribed Performa as enclosed to the Additional Conditions of Contract shall be signed at the office of RCB within 10 days from the date of issue of Letter of Intent. The Contractor shall provide for signing of the Contract, appropriate Power of Attorney in favour of the authorized representative duly attested by notary Public and the requisite documents/materials. Till a formal contract is prepared and executed, the Letter of Intent read in conjunction with the Bidding Documents will constitute a binding contract.

The agreement will be signed in two originals and three more copies, RCB shall retain the 'Original', and the Contractor shall be provided with the other signed original and the remaining three copies will be retained by RCB. In case of a dispute of any kind whatsoever, the 'Original' retained by RCB alone shall be treated as the 'Original Agreement'.

The Contractor shall provide free of cost to RCB all the Engineering data, drawings and descriptive materials submitted along with the bid, in at least five (5) copies to form an integral part of the Agreement within seven 7 days after issuing of Letter of Intent.

Subsequent to signing of the Agreement, the Contractor at his own cost shall provide to RCB with at least five (5) true hard bound copies of Agreement along with all the enclosures viz. letter of intent, Tender Documents etc. within thirty (30) days of its signing.

## **27.0 INSPECTION, TESTING AND QUALITY CONTROL**

Reasonable notice of the intention of the Client or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive order and instructions, or have a responsible agent duly accredited in writing, present for that purpose. Order given to the Contractor's agent shall be considered to have the same force as if the same had been given to the Contractor himself.

All works shall be executed subject to the approval in all respect of the Client who shall be entitled to direct at what point or points and in what manner these are to be commenced, and carried out from time to time.

RCB and/or its nominated representative(s) will, inspect and/or test the work / material to confirm their conformity to the tender specification at no extra cost to the RCB. The Inspection Authority to be designated by the RCB shall specify what inspections and tests are required and where they are to be conducted.

The RCB shall notify the contractor in writing in a timely manner of the identity of any representatives retained for these purpose. All work/material shall be tested as stipulated in the latest specification of Govt./institutes.



The inspections and tests may be conducted on the premises of the tenderer or its subcontractor or at the point of delivery. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the Inspectors at no charge to the RCB.

The representative of Centre shall inspect or test the items, which fail to conform to the specifications. The RCB may reject such items and the tenderer shall replace the rejected items, at no cost to the RCB, within a stipulated time period.

The RCB's right to inspect, test and where necessary, reject the items after its arrival at the final destination shall in no way be limited or waived by reason of the items having previously been inspected, tested and passed by RCB or its representatives.

Nothing shall in any way release the tenderer from Guaranty or other obligations under the contract. The RCB shall be the final authority to reject full or any part of the item which is not conforming to the specifications and other terms & conditions.

No payment shall be made for rejected items. Rejected items must be removed by the contractor within one weeks of the date of rejection at their own cost and replace immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the contractor without any further notice.

## **28.0 WATER & POWER FOR FABRICATION**

RCB shall provide power & water at one point for the proper execution of the work under normal circumstances if available at site.

Contractor shall be liable to pay for power charges for the actual consumption at the rates notified by DHBVN from time to time.

In case RCB is not in a position to supply the water and/ or power, the contractor will make his own arrangement so that the work does not suffer. However, no claim of the contractor whatsoever shall be entertained by RCB on this account.

## **29.0. COMPLIANCE WITH LABOUR LAWS AND OTHER LAWS**

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

1. Industrial Disputes Act.
2. Industrial Establishment (Standing orders) Act.
3. Trade Unions Act.
4. The Factories 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, RCB is made liable to pay any amount to any third party due to non-observance of any of the statutes /law as mentioned above, the same will be adjusted from any future payment due payable to the contractor or from performance guarantee available with RCB.

### **30.0 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 RCB 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

### **31.0 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.

### **32.0 REMOVAL OF PERSON**

The Client may require the Contractor to remove from the site of the work any 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.

### **33.0 GURANTEE CLAUSE**

The contractor shall guarantee that all the material and components supplied and installed by him shall be free from defects due to faulty, material or workmanship.

The charge and any shortcomings found in the materials as specified shall be removed at no extra cost. The contractor shall provide the necessary personnel and tools for fulfilling the above guarantee.

Period of the guarantee shall be (12) twelve months from the date of handing over the complete installations to RCB.

During this period any or all components found to be defective shall be replaced or repaired free of cost.

If the defects are not removed within a reasonable time the RCB may arrange to do at the contractor's risk and cost, without prejudice to any other rights.

After Sales Service:

After sales service should be made available on 24 (hrs) X 7 (days) X 365 (days) basis.

Complaints should be attended promptly and properly within 24 hrs. The service should be provided directly by the tenderer or his authorized agent whose details shall be provided to the RCB/consignee within one month from the date of award of contract

### **34.0 OTHER CONDITION TO BE ADHERE BY TENDERER**

- 36.1 The work is to be carried out as per the specifications in the tender and relevant standards of CPWD.
- 36.2 The material should be got approved before start of work and open to site inspection.
- 36.3 The contractor shall clear the site after completion of work in all respects.
- 36.4 All the material used shall be one of the stipulated makes as per approved list of material.
- 36.5 The contractor shall comply with safety codes for Fire precaution, health requirement, scaffolds & ladders etc.
- 36.6 No T & P shall be issued by RCB.
- 36.7 All dismantled material for which credit is not being given in the tender shall be handed over to the site engineer stored at proper place.
- 36.8 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.
- 36.9 The work shall be executed without any loss/ damage to the RCB's properties.

### **35.0 TERMINATION**

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

#### **Termination of work order.**

Notwithstanding anything elsewhere provided herein and in addition to any other right or remedy available to RCB under the work or otherwise including right of RCB to claim compensation for delay, RCB 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 lapsed by intimation in writing, absolutely determine and terminate the Contract

- (i) 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
- (ii) 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:
- (iii) Failure to execute the work so many of them in accordance with the contract.
- (iv) Disobedience of any order or instruction of the Site Engineer and /or Engineer-in- charge.
- (v) Negligence in carrying out the work or carrying out of work found to be unsatisfactory by the Client.
- (vi) Abandonment of the work so many part thereof.
- (vii) If the Contractor misconduct in any manner.
- (viii) Delay in execution of work, which in opinion of Client shall delay the completion of work beyond the stipulated date of completion.
- (ix) Distress, execution, or other legal process being levied on or upon any of the Contractors goods and /or assets.
- (x) Death of Contractor (if an individual)

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

The decision of the Executive Director, RCB as to whether any of the events/ contingencies mentioned in aforesaid clauses entitling RCB 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.

### **36.0 FORCE MAJEURE**

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.

### **37.0 ARBITRATION**

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

**APPLICATION FORM**

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

Date:\_\_

To

The Executive Director  
Regional Centre for Biotechnology NCR Biotech Science Cluster  
3<sup>rd</sup> Milestone Faridabad– Gurgaon Expressway  
Faridabad 121001.

Sirs,

Being duly authorized to represent and act on behalf of.....  
(Hereinafter referred to as “the Applicant”) and having reviewed and fully understood all the qualification information provided, the undersigned hereby applies to be qualified by yourselves as a tenderer for the work-  
**SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 01 No. LIFT FOR 10 PASSENGER IN BSL-3 BUILDING AT NCR-BIOTECH SCIENCE CLUSTER, FARIDABAD**

Attached to this letter are copies or original documents defining:

- i. The applicant’s legal status
- ii The principal place of business
- iii The place of incorporation (for applicants who are corporations) or the place of registration and the nationality of the owners (for applicants who are partnerships or individually owned firms)

**Annexure no. II to IX.**

RCB and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative or any institution referred to in the supporting information to provide such information deemed necessary and requested by you to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.

RCB and its authorized representatives may contact the following persons for further information on general, personnel, technical and financial enquiries.

Contact 1:

Name, email and Phone no.

Contact 2:

Name, email and phone no.

This application is made with the full understanding that:

- i Bids submitted by applicants will be subject to verification of all information submitted at the time of bidding
- ii RCB reserves the right to:
  - (A).Amend the scope and value of the contract / bid under this project; in such event, bids will only be called from pre-qualified bidders who meet the revised requirements; and
  - (B). Reject or accept any application, cancel the pre-qualification process, and reject all applications without assigning reasons or incurring any liability thereof; and
  - (C ).RCB shall not be liable for any such actions and shall be under no obligation to inform the applicant

The undersigned declares that statements made and the information provided in the duly completed application is true and correct in every detail

Signed and sealed, Name .....

**For and on behalf of.....**

**GENERAL INFORMATION**

<b>Name of Firm</b>	
<b>Head office address</b>	
<b>Telephone</b>	<b>Contact No</b>
<b>Fax. No.</b>	<b>Email ID</b>
<b>Place of Incorporation registration</b>	<b>Year of incorporation/registration</b>

Signature and seal  
of the Authorized Signatory of the  
bidder

## FINANCIAL CAPABILITY

Financial Year	Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet
2016-17	₹
2017-18	₹
2018-19	₹

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

Attach copies of audited balance sheets duly certified by the chartered accountant for all three years (**2016-17, 2017-18 & 2018-19**). Audited Balance sheet should mention the membership number of chartered account and issued by ICAI along with full address.

Signature and seal of the Authorized Signatory of the bidder



## EXPERIENCE OF COMPLETION OF PROJECTS OF SIMILAR NATURE &amp; COMPLEXITY

(During last seven years ending on the previous day of last day of submission of tender)

Sr.No.	Name of work/project and location	Owner or sponsoring organization	Cost of work Lacs	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Name and address/ telephone number of officer to whom reference maybe 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.

**ANNEXURE – V**

**LITIGATION DETAILS (COURT CASES/ARBITRATION)**

Year	Name of the work	Name of the client with address	Title of the court case/ Arbitration	Detail of the Court/ Arbitrator	Status pending/ decided	Dispute Amount (Current Value, the equivalent) in case of court cases/arbitration	Actual awarded amount (Rs.) in decided court case/ arbitration

Signature and seal of Authorized Signatory of bidder

**CERTIFICATE FOR SITE INSPECTION**

Certified that we..... (Name of tenderer) have visited the site on dated..... and assessed the nature and amount of work involved before submitting our offer.

We will be able to complete the works within the stipulated time and also certified that we will be able to supply the material /executing the work as per specification to suit the site conditions.

Address of site: -

Regional Centre for Biotechnology,  
NCR-Biotech Science Cluster, 3<sup>rd</sup> Milestone, Faridabad-Gurugram Expressway,  
Faridabad 121001, Haryana.

Signature of Tenderer with Seal & Date

## FORM OF AGREEMENT

This Agreement made on the \_\_\_\_ day of ---- 2020 between Regional Centre for Biotechnology (RCB), Faridabad-Haryana for entering into the work(s) for **“SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 01 No. Lift for 10 PASSENGER IN BSL-3 BUILDING AT NCR-BIOTECH SCIENCE CLUSTER, FARIDABAD** (herein after called "The Employer") who enters into this Agreement of the one part and  
M/s.....  
(herein 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 there in.

Now this Agreement witnessed as follows:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract herein after referred to.

The following documents shall be deemed to form and be read and construed as part of this agreement, viz:

- i. Letter of Award;
- ii The said Bid;
- iii General Conditions of Contract;
- iv Prequalification document
- v. Instructions to tenderers and Specific Conditions of Contract;
- vi. Specification;
- vii. Drawings;
- viii. Priced Bid
- ix Any other relevant documents referred to in this agreement or in the aforementioned documents

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 th provisions of this work.

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 thetimes 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 RCB-Faridabad

Binding Signature of Contractor

In the presence of: -

Witness (1):

Witness (2):

**SCHEDULE OF CONTRACT**

1.	Earnest Money to be deposited	<b>Rs. 36,800 /-</b>
2.	Time of Completion	<b>06 months</b> from the date of award of Contract
3.	Compensation for delay	1.5% per month to be calculated on per day basis.
4.	Defect Liability Period	<b>12 months</b> from the date of completion and handing over of work.
5.	Terms of Payments	<b>30 days</b> after submission of bill invoice and required documents, warranty certificate etc.

**SCHEDULE OF PAYMENT**

Payments shall be released as per General Conditions of contract and the following conditions. All interim payments shall have deductions towards advances and security deposit @5% and other contract conditions.

**50 %** of the value indicated against each item of work shall be made after delivery at site in good condition on pro-rata basis subject to deductions to be made against advances

**20 %** of the value indicated against each item of the work shall be made after installation of the equipments and accessories at site in good condition and on giving successful trial run at site.

**15 %** on completion of testing & commissioning.

**15 %** on completion of and handing over to the RCB for beneficiary use

## **GENERAL CONDITIONS**

1. The bid of any bidder who has not complied with one or more of the conditions will be summarily rejected.
2. Conditional bids will also be summarily rejected.
3. The technical bids will be evaluated by the expert technical committee of the Institutes on the basis of technical bid and technical specifications. The authority for the acceptance of the tender rests with RCB.
4. Financial bids of only technically qualified bidders will be opened for evaluation in the presence of contractors.
5. However, RCB shall not be bound to accept the lowest or any other tender or to assign any reason for non- acceptance or rejection of a tender. RCB reserves the right to accept any tender in respect of the whole or any portion of the work specified in the tender paper.
6. Even though any bidder may satisfy the above requirements, he/she would be liable to disqualification if he/she has:  
Made misleading or false representation or deliberately withheld information in the forms, statements and enclosures required in the eligibility criteria document.
7. Record of poor performances such as abandoning work, not properly completing the contract, or financial failures/ weaknesses etc.

## **ADDITIONAL COMMERCIAL & TECHNICAL CONDITIONS**

### **1.0 General**

1.1 This specification covers manufacture, testing as may be necessary before dispatch, delivery at site, all preparatory work, assembly and installation, commissioning putting into operations of Lifts.

1.2 Location- The Lifts will be installed at BSL-3 building in NCR-BSC, Faridabad

1.3 The work shall be executed as per CPWD General Specifications for Electrical Works (Part III Lifts & Escalators – 2003), as per relevant IS and as per directions of Engineer-in-Charge. These additional specifications are to be read in conjunction with above and in case of variations; specifications given in this Additional conditions shall apply. However, nothing extra shall be paid on account of these additional specifications & conditions as the same are to be read alongwith schedule of quantities for the work.

1.4 The tenderer should in his own interest visit the site and familiarizes himself with the site conditions before tendering.

1.5 No T&P shall be issued by the department and nothing extra shall be paid on account of this.

### **2.0 Submission and opening of Tenders:**

2.1 The tenderers are advised not to deviate from the technical specifications/items, commercial terms and conditions of NIT like terms of payment, guarantee, arbitration clause, escalation etc.

2.2. In case of any clarifications, the tenderer has to furnish the same within the time given by the Department. The tenderer will have to depute his representative to discuss with the officer(s) of the Department as and when so desired. In case, in the opinion of the department, a tenderer is taking undue long time in furnishing the desired clarifications, his bid will be rejected without making reference.

2.3 Tenderer will also not be allowed to withdraw or modify any condition after opening of the bids.

### **3.0 Rates**

3.1 The bidders shall quote their rate including of all statutory taxes / octroi duties and levies and all charges for Packing forwarding, insurance, freight and delivery, installation, testing, Commissioning etc. at site i/c temporary constructional storage, risks, overhead Charges general liabilities /obligations. The tax component as applicable should be mentioned separately in the price bids. The bifurcation of the taxes should also be clearly mentioned. In case if there is any variation in the components of the applicable taxes, the same shall be paid as per actual as statutory norms.

3.2 The contractor has to carry out routine & preventive maintenance for 12 months from the date of handing over i.e. Defect liability period. Nothing extra shall be paid.

#### **4.0 Completeness of tender:**

All sundry equipment, fittings, unit assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections, and all other items which are useful and necessary for efficient assembly and installation of equipment and components of the work shall be deemed to have been included in the tender irrespectively of the fact whether such items are specifically mentioned in the tender documents or not.

#### **5.0 Care of the Building:**

Care shall be taken by the contractor while handling and installing the various equipments and components of the work to avoid damage to the building. He shall be responsible for repairing all damages and restoring the same to their original finish at his cost. He shall also remove at his cost all unwanted and waste materials arising out of the installation from the site of work.

#### **6.0 Performance Guarantee:**

The bidder shall guarantee among other things, the following-

- (A) Quality, strength and performance of the materials used.
- (B) Safe mechanical and electrical stress on all parts under all specified conditions of operations.
- (C) Satisfactory operation during the maintenance period.

#### **7.0 Guarantee**

7.1 All equipment's shall be guaranteed for a period of 12 months from the date of Taking over the installation by the department against unsatisfactory performance and/or break down due to defective design, workmanship or material. The equipments or components, or any part thereof, so found defective during guarantee period shall be forthwith repaired or replaced free of cost, to the satisfaction of the Engineer-in Charge.

7.2 Periodical Service for the first 12 months will be carried out after the lift has been handed over or offered for inspection.

#### **8.0 Power Supply**

Electric service connection of 415 V, 3 phase, 4 wire, 50 Hz, Ac supply shall be provided by the department for installation purpose free of charge.



## **9.0 After Award of work**

The successful tenderer would be required to submit the following drawings as soon as possible, preferably within 10 days from the date of award of work for approval:

- (a) All general arrangement drawings.
- (b) Details of foundations for the equipment, load, data, location etc. of various assembled equipment as may be needed generally by other agencies for purpose of their work. The data will include breaking load on guides, reaction of buffers on lift pits reaction on support points in machine room, lift well etc.
- (c) Complete layout dimensions for every unit/group of units with dimensions required for erection purposes.

Any other drawings/information not specifically mentioned above but deemed to be necessary for execution of the work by the contractor.

**10.0** The successful bidder should furnish well in advance three copies of detailed Instructions and manuals of all items of equipments regarding installation, adjustments operation and maintenance including preventive maintenance & trouble shooting together with all the relevant data sheets, spare parts catalogue and workshop procedure for repairs, assembly and adjustment etc. all in triplicate.

## **11.0 Extent of work**

11.1 The work shall comprise of entire labour including supervision and all materials Necessary to make a complete installation and such tests and adjustments and Commissioning as may be required by the department. The term complete installation shall not only mean major items of the plant and equipments covered by specifications but all incidental sundry components necessary for complete execution and satisfactory performance of installation with all layout charts whether or not those have been mentioned in details in the tender document in connection with this contract.

11.2 Minor building works necessary for installation of equipment, foundation, making Holes in walls or in floors for installation of lifts and restoring to their original condition, finish and necessary grouting etc. as required.

11.3 Maintenance (Routine & preventive) for 12 months from date of completion and handing over i.e. Defect liability period.

11.4. Any item required for completion of the project but left in-advertantly shall be executed with in the quoted rates.

## **12.0 Inspection and testing:**

Copies of all documents of routine and type test certificates of the equipment, carried out at the manufacturers premises shall be furnished to the Engineer-in - charge.

### **13.0 Compliance with Regulations and Indian standards**

13.1 All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by these specifications. In particular, the equipment and installation will comply with the following:

- (a) Factories Act
- (b) Indian Electricity Rules
- (c) I.S. & BS Standards as applicable
- (d) Workmen's Compensation Act
- (e) Statutory norms prescribed by local / Statuary bodies.

13.2 Nothing in this specification shall be construed to relieve the successful tenderer of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with current applicable statutory regulations and safety codes.

13.3 Successful tenderer shall arrange for compliance with statutory provisions of safety regulations and departmental requirements of safety codes in respect of labour employed on the work by the tenderer.

13.4 The installation shall be carried out in conformity with the local lifts Act and Rules. Where no local Lifts Act is in force the Delhi Lift Act shall be followed. The installation shall also conform to requirements of Local Municipal Byelaws. The Extracts of Delhi Lift Act and Rules as applicable may be taken from the Appendix 'IV' of General Specifications for Electrical Works (Part-III Lifts & Escalators)-2003.

13.5 Designing, manufacturing, testing, installation and maintenance of lift should be in accordance to the Relevant IS Codes as appended in Appendix- IX of General Specifications for Electrical works (Part-III Lift & Escalators)-2003, with upto date correction slips, if any.

### **14.0 Insurance and Storage**

All consignments are to be duly insured upto the destination from warehouse to warehouse at the cost of the supplier. The insurance covers shall be valid till the equipment is handed over duly installed, tested and commissioned.

### **15.0 Training**

The scope of works includes on job technical training of two persons at site. Nothing extra shall be payable on this account.

## **Schedule of Approved Make:**

- 1. OTIS Elevator Company India Ltd.**
- 2. KONE Elevator India Pvt. Ltd.**
- 3. ThyssenKrupp Elevators**
- 4. Schindler India Pvt. Ltd**
- 5. Mitsubishi Elevators.**

**PROFORMA OF PRICE BID**

The rates to be quoted for each item of the Price Bid/BOQ in Indian Rupees, both in figures and words for the execution of work on 'item rate Basis' including all the required material, labour, accessories, tools & tackles etc., taxes, duties & levies for the complete work, as per Scope of Work, Specifications and approved design & drawings.

**Schedule of Quantities**

-----ATTACHED SEPARTELY ON NEXT PAGE-----

## SCHEDULE OF QUANTITIES

Sr. no	Description of item	Qty.	Unit	Rate	Amount
1	Supply, Installing, Testing and Commissioning of Passenger Lifts Gearless, AC VVVF type, suitable for operation on 3-phase, 415 Volts, 50 Hz., AC electric power supply with motor, lift control panel, electrical panel of suitable capacity with all safety protection with switchgear, electrical cable & its connection from LT main panel board installed at ground floor inside building required for lift, guide rails, ropes, counter weight etc. car enclosure, Car and landing doors, complete with all operating, control & safety accessories & devices providing automatic rescue device with dry maintenance free batteries, hand rails on three sides, voice announcements system in car to announce the position of elevator etc complete in hoistway as the car passes or stops at a floor served by elevator, Braille button inside the car & at each landing complete complying with relevant IS codes & requirement of local authorities, getting approval of concerned state/ central government authorities including 12 months guarantee with free maintenance and replacements of equipment & spares as per the following specifications and features-	ONE	EACH		
(i)	Capacity 10 Persons, 680kg (Approximate )				
(ii)	Speed: 1.0 meter/ second or as per standards				
(iii)	Floors: ( G+1) - Ground & First				
(iv)	Car Travel: 4.70 mtrs (approx)				
(v)	Overhead- 4500mm				
(vi)	Pit depth -1600mm				
(vii)	Car dimensions 1300 mm wide x 1350mm deep x 2300mm high (Approximate )				
(viii)	Door opening 900mm wide x 2100mm high (Approximate )				
(ix)	Hoist way dimensions 1850 mm wide x 1850 mm deep				
(x)	Stops & opening: 2 stops , 2 openings				
(xi)	Drive: Alternating Current Voltage Frequency, V3 F				
(xii)	Controller: AC variable voltage and variable frequency, V3F				
(xiii)	Automatic rescue device complete with dry maintenance free batteries as required				

(xiv)	Operation: Microprocessor based single automatic push button/ duplex-Simplex				
(xv)	Selective collective with / without attendant.				
(xvi)	Power: 415 V, 3 phase, 50 Hz, 4 wires system				
(xvii)	Type of doors:				
(a)	Car door 2 panel automatic centre opening with ACVF drive in Hairline Stainless Steel finish				
(b)	Landing door 2 panel automatic centre opening (left) in Hairline Stainless Steel finish on 2 floors				
(xviii)	Car design Grace - All car walls in Stainless steel Hairline finish				
(xix)	Car suspended ceiling Hairline Stainless Steel finish with Square LED for car lighting				
(xx)	Car flooring 2mm thick PVC flooring - Lemon or as per approval				
(xxi)	Stainless steel hand rail provided on rear wall of car not less than 600mm long 900mm above floor level to be fixed adjacent to control panel in lift car				
(xxii)	Voice announcement system in the car to announce the position of the elevator in the hoist way as the car passes or stops at a floor served by the elevator.				
(xxiii)	Machine type & Location - Gearless machine in machine room located directly above lift well.				
(xxiv)	Control Simplex Collective Selective Control				
(xxv)	Car operating panel Full height - flush mounted				
(xxvi)	Landing operating panel Individual landing operating panel for each elevator				
(xxvii)	Provision of electrical panel of suitable capacity with all safety protection with electrical cable & its connection from LT main panel board installed at ground floor inside building required for lift				
	<b>Features included:</b>				
(a)	Alarm button in car operating panel with battery back-up				
(b)	Automatic operation for car fan				
(c)	Adjustable door open time				
(d)	Anti-nuisance (empty car)				
(e)	Anti-nuisance (car call cancellation at direction reversal)				
(f)	Blower fan in car for ventilation				
(g)	Braille on push buttons				

(h)	Car call cancellation by double pressing floor button in car operation panel				
(i)	Door open and door close buttons in car operating panel				
(j)	Door closing retries				
(k)	Door nudging				
(l)	Emergency light				
(m)	Full load by-pass				
(n)	Home landing				
(o)	Infra-red screen for car door				
(p)	Intercom				
(q)	Jammed landing operating panel call button by-pass				
(r)	Motor overheat protection				
(s)	Overload function with audio-visual indication in car operating panel				
(t)	Phase failure and phase reversal protection				
(u)	Automatic rescue device in case of power failure				
(v)	Red dot matrix scrolling display in car operating panel-KDS90				
(w)	Red dot matrix scrolling display in landing operating panel on All Floors-KDS-90				
(x)	Fireman control				
(y)	Provision of landline telephone extension for emergency -Three way Intercom				
(z)	Fireman emergency return				
	TOTAL 1				
2	Comprehensive maintenance of above lift which include routine, preventive & breakdown maintenance for period of FIVE YEARS including repair/replacement of worn out items / all consumable such as light, fan, switches and batteries etc with minimum downtime and warranty & guarantee of repaired /replaced items along with renewal of electrical lift license after completion of One Year guarantee period.	1 Job	each	Free	Free
(I)	1st Year (Guarantee period) (in Rs.)	1 Job	each		
(II)	2nd Year (in Rs.)	1 Job	each		
(Iii)	3rd Year (in Rs.)	1 Job	each		
(iV)	4th Year (in Rs.)	1 Job	each		
(V)	5th Year (in Rs.)	1 Job	each		
(VI)	6th Year (in Rs.)				
	TOTAL 2				
	Grand Total 1 + 2 (In Rs.)				
	Grand Total 1 + 2 (In words):				

