

# Foundation for Innovative New Diagnostics (FIND)

## Advertised Tender Enquiry (ATI)

### Bid document

For

Renovation Works at Intermediate Reference Laboratory (IRL),  
Raipur, Chhattisgarh

**Bid Ref. No.: SAMS/FIND/Proc/ATI/18/2020**

*(Procurement Agent)*



**STRATEGIC ALLIANCE**

**Management Services Pvt. Ltd.**

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Community Centre, Motia Khan, D B Gupta  
Road, Paharganj, New Delhi- 110 055, India

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**Advertised Tender Enquiry (ATI)  
Bid Document**

for

**Renovation Works related to BSL 3 lab at Intermediate Reference  
Laboratory (IRL), Raipur, Chhattisgarh**

**Key Bidding Information**

<b>Bid Ref No.</b>	<b>SAMS/FIND/Proc/ATI/18/2020</b>
<b>Name of the Project</b>	<b>Procurement of Equipment, Goods, Works Services and Reagents for Foundation for Innovative New Diagnostics (FIND) for The Global Fund Project under the Revised National TB Elimination Programme (NTEP), Govt. of India; Contract no. PA/THE GLOBAL FUND/001/2013-14]</b>
<b>Source of Funding</b>	<b>The Global Fund to Fight AIDS, Tuberculosis and Malaria (The Global Fund)</b>
<b>Date of Commencement of Download of Bidding Documents</b>	06 <sup>th</sup> April 2020 <i>(to download Bid Documents, click on Download NIT/Corr.)</i>
<b>Last Time and Date for Receipt of Request for Clarifications</b>	By 05.00 PM on 13 <sup>th</sup> April 2020 (All such request must be submitted through e-mail to <a href="mailto:procurement@samsconsult.com">procurement@samsconsult.com</a> )
<b>Time and Date for Pre-Bid Meeting over Skype</b>	3.30 PM on 13 <sup>th</sup> April, 2020 <b>(Pre-bid meeting shall be conducted on Skype through skype Id: <a href="mailto:procurement@samsconsult.com">procurement@samsconsult.com</a>)</b>
<b>Last Time &amp; Date for Submission of Bids</b>	03.00 PM on 06 <sup>th</sup> May, 2020
<b>Time &amp; Date for Opening of Technical Bids</b>	03.30 PM on 06 <sup>th</sup> May, 2020
<b>Place of Pre-Bid Meeting</b>	Pre-bid meeting shall be conducted on Skype through Skype Id: <a href="mailto:procurement@samsconsult.com">procurement@samsconsult.com</a>
<b>Time Zone</b>	All time shown are as per Indian Standard Time (IST)

**Advertised Tender Enquiry (ATI)**  
**Bid Document for**  
**Renovation Works at Intermediate Reference Laboratory (IRL),**  
**Raipur, Chhattisgarh**

IFB No.: SAMS/FIND/Proc/ATI/18/2020

Dated: 06<sup>th</sup> April, 2020

1. Strategic Alliance Management Services Pvt. Ltd. (SAMS) has been engaged by “Foundation for Innovative New Diagnostics” (FIND), New Delhi (a not-for-profit Company created under Section 8 (Indian) Companies Act, 2013) for providing procurement consultancy services for equipment, goods, works and services for TB Laboratories established across India under National Tuberculosis Elimination Programme (NTEP), Ministry of Health and Family Welfare, Govt. of India. FIND has plans to renovate the Intermediate Reference Laboratory (IRL), Raipur, Chhattisgarh.
2. SAMS hereby invites bids for from eligible and qualified Bidders for the renovation works at IRL Raipur mentioned in Schedule of Requirement of the Bid Document.
3. Bidding will be conducted through the ‘Advertised Tender Enquiry - Two Bid System’, method and procedures as set out in the ‘General Financial Rule – 2017’ and Manual for Procurement of works – 2019 issued by Department of Expenditure, Ministry of Finance, Govt. of India.
4. Bidders are required to submit Bid Security for the amount and form mentioned in the Bid Documents. Certain class of Bidders are exempted from submission of Bid Security. Details are given in Bidding Documents.
5. The Bid Document can be freely downloaded from the website [www.samsconsult.com](http://www.samsconsult.com) starting from **10.00 AM on 06/04/2020**. Bidders shall be solely responsible for checking the above website for any addendum/amendment issued subsequent to publication of this NIB and take the same into consideration while preparing and submitting their bids.
6. The bidders’ authorized representatives are invited to attend a pre-bid meeting at **03:30 PM on 13/04/2020** through skype. The Skype id is: [procurement@samsconsult.com](mailto:procurement@samsconsult.com) Please note that non-attendance of the pre-bid meeting will not be the cause of disqualification of bidders.
7. Bids must be delivered up to **03.00 PM on 06/05/2020** at the office of Purchaser. Technical Bids will be **opened on 06/05/2020 at 03.30 PM** in the presence of the bidders’ representatives, who choose to attend the technical bid opening meeting. Late bids will be rejected.
8. The time and date of opening of Financial Bids shall be informed to Bidders assessed qualified during technical evaluation of bids.

**Sanjay Rastogi**  
**Director, SAMS**

# **SECTION– I: INSTRUCTIONS TO BIDDERS (ITB)**

## **A. PREAMBLE**

### **1. INTRODUCTION**

- 1.1 Strategic Alliance Management Services Private Limited (SAMS), acting as Procurement Agent on behalf of Foundation for Innovative New Diagnostics (FIND), New Delhi (hereinafter referred as “Purchaser”) has issued this Bid Documents for selection of Contactor for Renovation Works of BSL 3 lab at Intermediate Reference Laboratory (IRL), Raipur, Chhattisgarh as mentioned in Schedule of Requirement of the Bid Documents.
- 1.2 This Chapter provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Purchaser for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of award / contract.
- 1.3 Before preparing the bid and submitting the same to the Purchaser, the bidder should read and examine all the terms & conditions, instructions etc. contained in the Bid Documents. Failure to provide required information or to comply with the instructions incorporated in this Bid Documents may result in rejection of bids submitted by bidders.

### **2. AVAILABILITY OF FUNDS**

- 2.1 Expenditure to be incurred for the proposed works will be met from the funds provided by The Global Fund to Fight AIDS, Tuberculosis and Malaria (GFATM).

### **3. SITE VISIT**

- 3.1 It is strongly recommended that the Bidders may visit and examine, at their own expense, the Site of Works and its surroundings and obtain all information that may be necessary for preparing the bid and if awarded the work, entering into a contract for successful execution and completion of the work.

### **4. LANGUAGE OF BID**

- 4.1 The bid submitted by the bidder and all subsequent correspondences and documents relating to the bid exchanged between the bidder and the Employer, shall be written in English language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language provided, the same is accompanied by an English translation and, for purposes of interpretation of the bid, the English translation shall govern.

### **5. BIDDER’S ELIGIBILITY**

- 5.1 This invitation for bids is open for all Organizations (Proprietorship Firms, Partnership Firms, Limited Liability Partnership Firms, Companies registered under Companies Act, 1956 or Societies Act, Trusts, Societies registered under respective Act and Jurisdiction in India).

## 6. BIDDING EXPENSES

6.1 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation and submission of its bid and subsequently processing the same. The Purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the bidding process.

The Bid Document can be freely downloaded from the website [www.samsconsult.com](http://www.samsconsult.com) starting from **10.00 AM on 06/04/2020**. Bidders shall be solely responsible for checking the above website for any addendum/amendment issued subsequent to publication of this NIB and take the same into consideration while preparing and submitting their bids.

## B. BIDDING DOCUMENTS

### 7. CONTENT OF BIDDING DOCUMENTS

7.1 The Bidding Documents include the following Sections, in addition to the 'Notice Inviting Tenders (NIT):

- Section I – Instructions to Bidders (ITB)
- Section II – Technical Proposal – Standard Forms
- Section III – Financial Proposal – Standard Forms
- Section IV – Schedule of Requirement, Technical Specifications of required works
- Section V – Contract Form and Conditions of Contract
- Section VI – Other Standard Form - Bid Security in Form of Bank Guarantee
- Section VII - Document Check List.

7.2 The relevant details of the required works and services, procedure for bidding, bid evaluation, placement of contract, the applicable contract terms and also the standard formats to be used for this purpose are incorporated in the above-mentioned chapters. The interested bidders are expected to examine all such details etc. to proceed further.

### 8. AMENDMENTS TO BID DOCUMENTS

8.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason deemed fit by it, modify the Bid Documents by issuing suitable amendment(s) to it.

8.2 Such an amendment will be notified SAMS website [www.samsconsult.com](http://www.samsconsult.com) and the same shall be binding to all prospective Bidders.

8.3 In order to provide reasonable time to prospective bidders to take necessary action in preparing their bids as per the amendment, the Purchaser may, at its discretion extend the deadline for the submission of bids and other allied time frames, which are linked with that deadline.

8.4 Any bidder who has downloaded the Bid Documents should watch for amendment, if any, issued on the above website and The Purchaser will not issue separate

communication to them. Purchaser shall not be responsible in any manner if prospective Bidders miss any notifications placed on above websites

## 9. CLARIFICATIONS OF TENDER DOCUMENTS

9.1 A prospective bidder requiring any clarification regarding Scope of Work and Technical Specifications, conditions of contract, etc. given in the Bid Documents may submit written request for clarifications to SAMS by email up to 05.00 PM on 13/04/2020. Copies of the Purchaser's response shall be promptly published at the Purchaser's website, including a description of the inquiry but without identifying its source.

9.2 All the prospective bidders will be notified of response to clarifications only through websites [www.samsconsult.com](http://www.samsconsult.com). Any bidder who has downloaded the Bid Documents should watch for clarifications, if any, issued on the above website and The Purchaser will not issue separate communication to them.

9.3 The Purchaser shall not be responsible in any manner if a prospective bidder fails to notice any notifications placed on above websites.

## 10. PRE-BID MEETING

10.1 In order to provide response to any doubt regarding scope of work and technical specifications and conditions of contract etc. given in the Bid Documents, a pre-bid meeting has been scheduled to be held through Skype, the skype id is: [procurement@samsconsult.com](mailto:procurement@samsconsult.com) at **03:30 PM on 13/04/2020**.

10.2 During the pre-bid meeting, the clarification sought by representative of prospective bidders shall be responded appropriately. However, they shall be asked to submit their written request by close of office next day. The Purchaser shall upload written response to such requests for clarifications, without identifying its source. In case required, amendments, in terms of Para 7 above shall be issued, which shall be binding on all prospective bidders.

## C. PREPARATION OF BIDS

## 11. DOCUMENTS COMPRISING THE BID

11.1 The Bid shall comprise two envelopes submitted simultaneously, one envelope containing the **Technical Bid** and the other the **Price Bid**.

### A) TECHNICAL BID

- i) Bid Document Fee furnished in accordance with NIT Para 5.
- ii) Earnest money furnished in accordance with ITB Para 16;
- iii) Documents in support of qualification criteria as stated in ITB Para 25.A.
- iv) Technical Bid Forms, duly filled as per formats given in the Bid Documents as under:
  - (1) **Form TECH-1: Form of Bid (Technical)**
  - (2) **Form TECH-2: Bidders' Information Form**
  - (3) **Form TECH-3 : Proposed Subcontractors and Suppliers**
  - (4) **Form TECH-4 : Proposed Methodology to Execute the Works**

- (5) Form TECH-5: Technical Compliance sheet**
- (6) Form TECH-6: Proposed specifications and Make/ manufacturer for item/material which bidder plans to use for the work**

- v) Power of Attorney in favour of signatory of Bid.
- vi) Certificate of Incorporation/ Registration of the bidder.
- vii) Self-attested copy of Income Tax Registration Certificate / PAN card
- viii) Self-attested copy of GST registration
- ix) Supporting Documents showing Qualification of the Bidders for the required Works as per ITB para 25 A (Assessment of Qualification)

## **B) PRICE BID**

Bidder should submit Price Bid in accordance with the forms indicated in Section-III:

- (1) Form FIN-1: Form of Price Bid (Financial)**
- (2) Form FIN-2: Lump sum Contract Price**
- (3) Form FIN-3: Price Bill of Quantity (item wise)**

## **12. BID CURRENCIES**

- 12.1 The bidder providing services as per the scope of services should quote in Indian Rupees only.
- 12.2 Bids, where prices are quoted in any other currency shall be treated as non-responsive and rejected.

## **13. BID PRICES**

- 13.1 Prices shall be quoted as specified in the Bidding Document. The format of the Price Bid is included in Section III.
- 13.2 The Bidder shall indicate on the FIN Forms provided in Section III, total bid prices of the Works including goods and services as per Scope of Services given in Bid Documents. Fixed price to be quoted against required works.
- 13.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 29.

## **14. FIRM PRICE**

- 14.1 The Prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

## **15. ALTERNATIVE BIDS**

- 15.1 Alternative bids shall not be accepted. The bidder should not submit more than one bid.

## 16. DOCUMENTS ESTABLISHING COMPLIANCE OF WORKS AND SERVICES AS PER BID DOCUMENTS

- 16.1 The bidder must submit Bid Form duly signed by authorised signatory certifying compliance on the Scope of works and technical specifications incorporated in the Bid Documents.
- 16.2 In case there is any variation and/or deviation between the Scope of works and technical specifications prescribed by the Purchaser and that offered by the bidder, the bidder shall list out the same in the above statement without any ambiguity.
- 16.3 If a bidder furnishes wrong and/or misguiding/misleading data, statement(s) etc. about the services offered by it, its bid will be liable to be ignored and rejected in addition to other remedies available to the Purchaser in this regard.

## 17. EARNEST MONEY DEPOSIT (EMD)

- 17.1 Bidders shall furnish along with its bid, earnest money deposit (EMD) / Bid Security for the quoted Schedules as per table below:

Schedule No.	Name of Laboratory and their locations	Amount of EMD (INR)
I	Renovation works at Intermediate Reference Laboratory (IRL), Raipur, Chhattisgarh	50,000/-

- 17.2 Bidder shall submit bid security for amount Rs. 50,000. The earnest money shall be in the form of Demand Draft / Bank Guarantee / Fixed Deposit Receipt.
- 17.3 The bidders who are registered with MSME or NSIC for the Works/ Services to be procured under this NIT are exempted from submission of bid security. In such case, bidder should submit copy of MSME or NSIC registration and documents showing exemption from submission of bid security, in lieu of bid security.
- 17.4 Bid without valid EMD or MSME /NSIC Certificate, bid shall be rejected.
- 17.5 The Bid Security should be provided from any commercial bank and should be pledged to Strategic Alliance Management Services Private Limited, payable at New Delhi. In case bid security is submitted in the form of a Bank Guarantee, it should be as per the format given in the Bid Documents.
- 17.6 The earnest money deposited in the form of BG / FDR shall be valid for 180 days from the due date of submission of bids.
- 17.7 Unsuccessful bidders' earnest money will be returned to them without any interest, after expiry of the bid validity period, but not later than thirty days after conclusion of the resultant contract. Successful bidder's earnest money will be returned without any interest, after receipt of performance security from successful bidder.
- 17.8 Earnest Money is required to protect the Purchaser against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the Employer. The successful bidder's earnest money will be forfeited without prejudice to other rights



of the Purchaser if it fails to furnish the required performance security within the specified period.

## 18. BID VALIDITY

- 18.1 The bids shall remain valid for a period of 150 days after the due date of submission of bids. Any bid valid for a shorter period shall be treated as nonresponsive and rejected.
- 18.2 In exceptional situations, the bidders may be requested by the Purchaser to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed by speed-post/e-mail. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bids are also required to extend the validity period of the EMD accordingly. A bidder, however, may not agree to extend its bid validity without forfeiting its EMD.

## D. SUBMISSION AND OPENING OF BIDS

### 19. SUBMISSION OF BIDS

- 19.1 Bidders may submit their bids by post or by hand or drop in the box earmarked by the Purchaser. Bids so submitted shall enclose the original and each copy of the Technical Bid in separately sealed envelopes duly marked as "ORIGINAL" and "COPY" and original of Financial Bid duly marked as "ORIGINAL" in separately sealed envelope. The envelopes containing the original and the copies of Technical Bid and original of Financial Bid shall then be enclosed in one single sealed outer envelope.
- 19.2 The inner and outer envelopes shall bar the:
- a) name and complete address along with the mobile, telephone number and email address of the Bidder;
  - b) complete postal address of the Purchaser;
  - c) specific identification mark / Bid Ref. No. and subject matter of procurement;
  - d) a warning 'not to open before the time and date for bid opening' as indicated in the Bidding Documents
- 19.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility about its consequences viz. misplacement or premature opening of the bid

### 20. DEADLINE FOR SUBMISSION OF BIDS

- 20.1 Bids must be submitted no later than the time and date specified in the **Bid i.e. 03.00 PM of 06/05/2020.**
- 20.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Sub-Clause 8.3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## 21. MODIFICATION AND WITHDRAWAL OF BID

- 21.1 A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by the bidder or his representative authorised in writing and such letter of authority shall be enclosed with the bid. The corresponding substitution or modification of the bid contained in sealed envelopes as required must accompany the written notice. Such written notice shall be –
- a) submitted in accordance with the Bidding Documents with the envelope clearly marked as “Withdrawal – Technical Bid / Financial Bid,” “Substitution – Technical Bid / Financial Bid,” or “Modification – Technical Bid/ Financial Bid” as applicable, and
  - b) received by the officer authorised to receive the bids or directly dropped in the bid box prior to the last time and date fixed for receiving of bids.
- 21.2 Bids requested to be withdrawn shall be returned unopened to the bidders.
- 21.3 No bid shall be withdrawn, substituted, or modified after the time and date fixed for receipt of bids as specified in the BDS.

## E. BID OPENING

### 22 OPENING OF BIDS

- 22.1 The Purchaser will open all bids, in the presence of Bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the **Key Bidding information**. Bidders’ representatives shall sign attendance sheet as proof of their attendance.
- 22.2 The Technical Bid shall be opened at the first instance **at 03.30 PM on 06/05/2020**. During the Technical Bid opening, the Bid opening official(s) will read the salient features of the bids like Earnest Money Deposit and any other special features of the bids, as deemed fit by the bid opening official(s).
- 22.3 The Purchaser will prepare minutes of the technical bid opening at the end of the opening session, including, as a minimum: the name of the Bidder; the presence or absence of a bid security etc. The minutes should be distributed to all Bidders who attended the meeting and will also be uploaded on Purchasers website.
- 22.4 After the technical evaluation of bids are completed the Purchaser shall notify those Bidders whose Bids are found non-responsive at technical evaluation stage, their Financial Bids will not be opened.
- 22.5 The Purchaser shall simultaneously notify in writing those Bidders that have qualified during technical evaluation stage and inform them of the date, time and location for the opening of the Financial Bids. The opening date should allow the Bidders sufficient time to make arrangements for attending the opening. The Bidder’s attendance at the opening of the Financial Bids is optional and is at the Bidder’s choice.
- 22.6 The Financial Bids shall be opened by the Purchaser in the presence of the representatives of those Bidders found qualified during technical evaluation stage. These Financial Bids shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Bidders who submitted Bids.

## F. SCRUTINY AND EVALUATION OF BIDS

### 23 BASIC PRINCIPLE

23.1 Bids will be evaluated on the basis of the terms & conditions, instructions, criteria already incorporated in the Bid Documents, based on which bids have been received and the information/documents given by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.

### 24 PRELIMINARY SCRUTINY OF BIDS

24.1 The Purchaser will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed stamped and whether the bids are generally in order.

24.2 Prior to detailed evaluation of Bids, the Purchaser will determine the substantial responsiveness of each bid to the Bid Documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the Conditions of Contract given in the Bid Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security, Taxes & Duties, Force Majeure, and Applicable law will be deemed to be a material deviation.

24.3 The Employer's determination of a Bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.4 The bids, which do not meet the eligibility and qualification requirements are liable to be treated as non-responsive and will be summarily ignored. In addition, the following are some of the important aspects, for which a bid shall be declared non – responsive and will be summarily ignored;

- (i) Bid validity is shorter than the required period.
- (ii) Required EMD have not been submitted.
- (iii) Bidder has not agreed to give the required Performance Security.

### 25 CLARIFICATION OF BIDS

25.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted, except to correct arithmetic errors identified by the Purchaser in the evaluation of the bids.

### 26 CONFIDENTIALITY

- 26.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made to all Bidders.
- 26.2 Any effort by the bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid.
- 26.3 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to its bid, it should do so in writing

## 27. TECHNICAL EVALUATION CRITERIA OF BID

### A. ASSESSMENT OF QUALIFICATION

After preliminary scrutiny of bids in accordance with ITB Para 24 above, Bidder's shall be assessed for their qualification for the Schedules quoted by them as per criteria given below:

- (a) To qualify **form Schedule**, the bidder should have achieved an average annual turnover of at least INR 42 Lakh during last three financial years (i.e. 2016-17, 2017-18 and 2018-19). In support of the above qualification requirement, bidder should submit Copies of audited financial statements of accounts (including balance sheet, profit and loss account, auditor's reports and IT returns) certified by the auditor of the Company for last three financial years (i.e. 2016-17, 2017-18 and 2018-19).
- (b) The bidder should have experience of successfully completing minimum two similar works during last three years as on due date for submission of bids.

**Similar works means:** construction/commissioning/ renovation including validation of Bio-Safety laboratory (BSL-2/ BSL-3/BSL-4 Laboratories) /TB Containment laboratories including Internal construction works/ /maintenance of TB Lab Equipment, electrical works, HVAC works, Access Control System/maintenance of TB lab/TB Lab renovation etc.

**Note:** Clean room work experience alone shall not be considered.

In support of this qualification requirement, bidder should submit name and address of Client, details of similar works executed, duration of work, date of completion, handing over of work, copies of work order / contract, satisfactory completion certificate issued by the Client. Self/Own certification by agencies shall not be considered for prequalification. The technical committee will have the discretion to verify the successful and satisfactory work completion certificate furnished by the bidder, failing which, the experience will not be considered.

- (c) The bidder shall have following minimum qualified and experienced team of key personnel for successful execution of the work:
  - i. The bidder should have one MEP engineer /Site supervisor for She/he shall have minimum 3-years' experience (if B. Tech/B. E- Electrical/Mechanical) or 5-years' experience (if ITI Diploma- Electrical/Mechanical)
  - ii. The bidder should have one Project In charge with minimum 5-years' experience in similar projects.

- (d) The bidder should submit a detailed work plan to complete the work within 60 days from the date of handing over the site.
- (e) The bidder should not be debarred / blacklisted by MOH&FW, GOI, or any other Central Govt. Department or State Government or UNOPS/UNDP or SAMS as on the date of opening of bid. The bidder should also not be debarred by the Global Fund. In support of this qualification requirement, bidder should submit Notarized Affidavit giving undertaking to the above effect.

**Note:**

- 1. *The bidders who meet the qualification criteria specified at para (a), (b) and (c) above, shall be considered for detailed technical Evaluation.*

**B. TECHNICAL EVALUATION**

- 27.1 After preliminary scrutiny of bids in accordance with ITB Para 24 above, the technical evaluation of substantial responsiveness of bids shall be carried out based on the information / documents submitted against Scope of Works and Technical Specifications.
- 27.2 The bids determined as technically disqualified / non-responsive shall not be considered for opening of financial bids.

**C. FINANCIAL EVALUATION:**

- 27.3 The financial evaluation of bids shall be carried out based on the total price for Renovation of BSL 3 Lab at IRL Raipur along with one-year Comprehensive Warranty or Defect Liability period on the works and the material delivered by the contractors.

**28. MINOR INFIRMITY/IRREGULARITY/NON-CONFORMITY**

- 28.1 If during the preliminary scrutiny of bids or during technical evaluation of bids, pursuant to ITB Para 24 & 25 above, the Purchaser finds any minor infirmity and/or irregularity and/or non-conformity in a bid, the Purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders. Wherever necessary, the Purchaser will convey its observation on such 'minor' issues to the bidder by speed post/e-mail asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that bid will not be evaluated further.

**29. FINAL EVALUATION OF BIDDERS' CAPABILITY TO PERFORM THE CONTRACT**

- 29.1 The Employer, through the above process of bid scrutiny and evaluation will determine to its satisfaction whether the bidder, whose bid has been determined as the lowest evaluated responsive bid, is eligible, qualified and capable in all respects to perform the contract satisfactorily.
- 29.2 To adjudge bidders' capability to perform the contract, the Purchaser may ask bidder's to make detailed presentation on implementation plan of project.

**30. CONTACTING THE EMPLOYER**

- 30.1 From the time of submission of bid to the time of awarding the contract, if a bidder needs to contact the Purchaser for any reason relating to its bid, it should do so only in writing.
- 30.2 In case a bidder attempts to influence the Purchaser in the Employer's decision on scrutiny, comparison & evaluation of bid and awarding the contract, the bid of the bidder shall be liable for rejection in addition to appropriate administrative and coercive actions being taken against that bidder, as deemed fit by the Employer.

## **G. AWARD OF CONTRACT**

### **31. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

- 31.1 The Purchaser reserves the right to accept in part or in full any bid or reject any bid(s) without assigning any reason or to cancel the bidding process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

### **32. AWARD CRITERIA**

- 32.1 The contract will be awarded to the lowest priced evaluated responsive bidder, decided by the Employer.

### **33. VARIATION IN SCOPE OF SERVICES AT THE TIME OF AWARD AND/OR DURING VALIDITY OF CONTRACT**

- 33.1 The Purchaser reserves the right at the time of Contract award and/or during validity of contract, to increase or decrease the scope of work to the extent of 25% based on mutually agreed terms and conditions.

### **34. INTIMATION LETTER TO SUCCESSFUL BIDDER / NOTIFICATION OF AWARD**

- 34.1 Before expiry of the bid validity period, the Purchaser will notify the successful bidder(s) in writing, only by speed post or by e-mail that its bid has been accepted, briefly indicating therein the essential details like description of services and corresponding prices accepted. The successful bidder must furnish to the Purchaser the required Performance Security within 21 days along with the contract agreement from the date of this notification, failing which the EMD will be forfeited and the award will be cancelled.

- 34.2 The Notification of Award shall constitute the formation of the Contract.

### **35. SIGNING OF CONTRACT**

- 35.1 Promptly after notification of award, the Purchaser will send the contract form as per Format given in the Bid Documents duly completed and signed, in duplicate, to the successful bidder by speed post.
- 35.2 Within twenty-one days from the date of the Notification of Award as above, the successful bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser by registered / speed post.

## **SECTION– II: TECHNICAL PROPOSAL- STANDARD FORMS**

## TECHNICAL PROPOSAL- STANDARD FORMS

### Form TECH-1: Form of Bid (Technical)

To,  
The Director  
M/s Strategic Alliance Management Services Pvt. Ltd.  
B01-03 Vardhaman Diamond Plaza, Community Centre,  
D.B. Gupta Road, Paharganj,  
New Delhi 110055

Dear Sir,

**Subject:** Bid for renovation works at IRL Raipur in compliance with National TB Elimination Programme (NTEP), Central TB Division (CTD), Govt. of India (Gol).

#### **Bid Ref. No. SAMS/FIND/Proc/ATI/18/2020**

1. We, [**Name of Bidder**], hereby submit a bid for the above-referenced works in response to the above-referenced Bid Document.
2. We warrant that in preparing and submitting this bid, we have complied with, and are willing to be bound by, any and all of the requirements and provisions of the above-referenced Bid Document, including the terms and conditions of the Contract as set out in Bid Documents
3. Our bid shall remain valid for SAMS' acceptance until **150 days** from the Closing Date.
4. We acknowledge and agree that:
  - SAMS is not bound to accept the lowest bid or any other bid it may receive in response to the above-referenced ITB;
  - no liability of SAMS and no binding contract exists until the Contract is executed by both parties;
  - each party constituting the bidder is bound jointly and severally by this bid; and
5. If we visit a site for inspection we agree to release SAMS/FIND from all, and indemnify in respect of any damage, expense, loss or liability of any nature suffered or incurred by SAMS/ FIND because of;
  - (i) loss of or damage to any real or personal property;
  - (ii) personal injury, disease or illness to, or death of, any person;
  - (iii) financial loss or expense, arising out of the carrying out of that site inspection; and
  - (iv) transportation to the site (if provided) because of any accidents or malicious acts by third parties
6. Enclosed is a bid security in the sum of [**insert amount**] in the form set out in the Form, issued by [**insert name of bank**].



I, the undersigned, certify that I am duly authorized by [*insert name of bidder*] to sign this bid

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

[*Stamp form of bid with official stamp of the bidder*]

## TECHNICAL PROPOSAL- STANDARD FORMS

### Form TECH-2: Bidders' Information Form

[Bidders are required to provide the information sought below]

1. Name, Address, phone / email of the Bidder:
2. **Expertise of Organization:** [In brief, not more than 500 words]
  - Organization structure (e.g. service provider, hospital owner)
  - Years of experience in executing similar assignments
  - Core areas of expertise of the organization
3. Details of staff under permanent rolls of the Bidder (as per requirement given in Para 27.A. (c).)
  - a. Technical Lead
  - b. Site supervisor

#### 4. Financial data of the organization

Annual Turnover of Last 3 Financial Years

F.Y. 2016-17 - Rs. \_\_\_\_\_

F.Y. 2017-18 - Rs. \_\_\_\_\_

F.Y. 2018-19 - Rs. \_\_\_\_\_

P.S. Please attach Audited financial statement, including Profit & Loss Statement, Income & Expenditure statements etc. (for the last three years as above)

5. Name, bank account details and Address of Banker:

#### 6. Client Reference List:

[Please provide references such as customer's details, tel. nos. etc.]

Name of client/customer:	Description of service rendered	Client's Contact person name, telephone and e-mail Id.
1.		
2.		
3.		

PS:

- a. Please provide client list of bidder as per above table
- b. Please attach self-attested copy of Work Order / MOU / Contract or any other document in support of above experience.

#### 7. Contact details of persons who may contacted for requests for clarification during bid evaluation:

- Name/Surname:
- Tel Number (direct): Landline and Mobile no.
- Email address (direct):

#### 8. The responsibility of completing the works and giving the performance as per the Contract lies with the bidder

Signature and seal of the Bidder

## TECHNICAL PROPOSAL-STANDARD FORMS

### Form TECH-3: Proposed Subcontractors and Suppliers

Note to bidders: Bidders shall provide details of their subcontractors and suppliers they propose to use on the project, including:

- Companies' names; and
- Particulars of the works which the bidder proposes to be undertaken by them.

## **TECHNICAL PROPOSAL- STANDARD FORMS**

### **Form TECH-4: Proposed Methodology to Execute the Works**

(Use as much space as required for completing this section)

- I. PROPOSED METHODOLOGY**
  
- II. SCHEDULE OF EXECUTION OF WORKS**

## TECHNICAL PROPOSAL- STANDARD FORMS

### Schedule : Work Requirement for the renovation of BSL 3 Lab at IRL, Raipur,

**Introduction:** Renovation of BSL 3 lab at IRL TB Lab Raipur. Following materials are required to installed at IRL, Raipur Lab.and the materials should meet the technical specification as specified in Annex .....

Item Description	Quantity
1. 15/5A socket	24 nos
2. 15/5A switch	24 nos
3. 2.5 sqmm wire for ups socket wiring	6 nos
4. Pass box controller	2 nos
5. Pass box electromagnet	4 nos
6. 8 watt led light for Passbox	2 nos
7. 8 watt uv light complete fitting for Passbox	2 nos
8. Access controlsystem with door electromagnet	1 nos
9. AHU panel leds	16 nos
10. Battery 12V/2.5AH for Existing UPS for AHU/Emergency Back up of BSL 3 lab and connection to be provided	16 nos
11.Camera cable (in meter)	200 mtr
12. CCTV camera with accessories as required	5 nos
13. DVR 8 channel	1 nos
14. Hard disk 1 TB	1 nos
15. Clean room monitor	1 nos
16. Contactor 32A 4 pole	2 nos
17. MCB 32A 4 pole	2 nos
18. Door (Dimension: 6 feet 9 inches(H) X 3 feet 6 inches(W) replacement	5 nos
19. Door closer	5 nos
20. Door interlocking	1 nos
21. Door electromagnet	2 nos
22. Door release push button	1 nos
23. Addition door channel for supporting aluminum with thick guage Dimension 45x25x25 with rivets	5 nos
24. Emergency alarm	1 nos
25. Emergency alarm switch	1 nos
26. Epoxy flooring for BSL3 lab {5mm (3mm+2mm)}	600 sqft
27. False celing BSL3 lab, Puff insulated panel GPSP sheet with puff insulation, Density 38-40Kg	600 sqft
28. Fire alarm panel	1 nos
29. Modular fitting plate 6 module	30 nos
30. No terminal	16 nos
31. NC terminal	16 nos

32. Push switch	8 nos
33. LED light–On ceiling/surface mounted light (1x1 feet)	20 nos
34. Silicon sealant	20 nos
35. Smart timer for AHU panel wiring	3 nos
36. Smoke detector	6 nos
37. SMPS for camera 12V/10A	1 nos
38. SMPS power supply 24V/5A	1 nos
39. UPS 5KVA	1 nos
40. VFD 3 HP	2 nos
41. R70 Coving Buffing	217 ft
42. R70 3D internal Corner covers along with wall support	20 nos
43. Channel I type in feet	65 feet
44. Channel C type in feet	3 feet
45. Joint strip	10 nos
46. Nut and bolt 6mm	1 kg
47. washer and nut 6mm	1/2 kg
48. washer and nut 8mm (40nos)	1/2 kg
49. Threaded rod 8mm, 5ft length	30 nos
50. Clamp for threaded rod	30 nos
51. Fastner 8mm	30 nos
52. PVC clamp 3/4 inches	50 nos
53. PVC pipe 1 inches/10 feet	10 nos
54. Elbow 1 inches	25 nos
55. Junction box	20 nos
56. Flexible pipe (conduit in mtr)	50 mtr
57. Connection strip	20 nos
58. Self drill screw 1 inches	1 pkt
59. Thermal insulation for Supply Duct: 10mm Description: Thickness variable material Reckwool Nitrial rubber Max. withstand temperture 260 C for hot and cold insulation.	160 sqft
60. Jublee clamp 10 inches	20 nos
61. Jublee clamp 14 inches	20 nos
62. Tripal cloth(in sqft) Description: pattern plan width- 108, Colour:Natural I any color 3SM 100-150GSM, 150-200GSM, 200-250GSm, 250-300GSm( <b>For AC ducting</b> )	96 sqft
63. Flexible pipe 12 inches( <b>For joint of pipes</b> )	60 feet
64. Flexible pipe 8 inches( <b>For joint of pipes</b> )	80 feet
65. Insulation tape black for AC duct	10 nos
66. cable tie	4 pkt
67. Fire alarm cable	200 mtr

68. Fire alarm hooter Description: Mounting type, 24 V DC operating, Colour Red alarm 100DB	3 nos
69. Fire hooter glass switch manual call point	3 nos
70. Monitor for CCTV camera 20-22 inches	1 nos
71. EPABX cable 8 core	200 mtr
72. Telephone set	2 nos

**Form TECH-5: Proposed Specification and make/manufacturer for item/material which bidder plans to use for the work**

List of Construction Material and Equipment Proposed for Construction of the Laboratory along with specifications including manufacturers (OEM) along with warranty period (as specified by Manufacturer) **should be clearly mentioned and submitted schedule wise as per tables given below**. Any additional material proposed for construction by bidder may also be specified in the same table.

**For Schedule I: IRL Raipur, Lab**

Sl. No.	Item description	Unit of Measurement (UOM)	Quantity	Specifications with capacity (wherever applicable) and warranty as specified by Manufacturer	Proposed Makes / Manufactures
1	15/5 AMP SOCKET	Nos	24		
2	15/5 AMP SWITCH	Nos	24		
3	2.5 SQMM WIRE FOR UPS POWER SOCKET WIRING (90 Mtr each)	Nos	6		
4	8 WATT LED LIGHT FOR PASS BOX	Nos	2		
5	8 WATT UV LIGHT FOR PASS BOX	Nos	2		
6	ACCESS CONTROL SYSTEM WITH DOOR ELECTROMAGNET	Nos	1		
7	ADDITIONAL DOOR CHANNEL FOR SUPPORT ALUMINUM WITH THICK GAUGE DIMENSION: 45X25 X25 ""U"" WITH RIVETS	Nos	5		
8	AHU PANEL LEDS	Nos	16		
9	BATTERY 12V/7.5AH	Nos	16		
10	C-CHANNELS (MATERIAL -GI)	Nos	3		
11	CABLE TIE	Packet	4		
12	CAMERA CABLE (IN MTRS)	Mtr	200		
13	CCTV CAMERA	Nos	5		
14	CEILING LIGHT	Nos	20		
15	CHANNEL T-TYPE	Nos	65		
16	CLAMP FOR THREADED ROD	Nos	30		
17	CLEAN ROOM MONITOR	Nos	1		
18	CONNECTION STRIP	Nos	20		
19	CONNECTION STRIP 01 NO. = 6 POSITION, TERMINAL BLOCK, BARRIER	Nos	10		



Sl. No.	Item description	Unit of Measurement (UOM)	Quantity	Specifications with capacity (wherever applicable) and warranty as specified by Manufacturer	Proposed Makes / Manufactures
20	CONTACTOR 32 AMP/ 4 POLE	Nos	2		
21	DOOR CLOSER	Nos	5		
22	DOOR ELECTROMAGNET	Nos	2		
23	DOOR INTERLOCKING CONTROLLER	Nos	1		
24	DOOR RELEASE PUSH BUTTON	Nos	1		
25	DOORS (6.9 X 3.1 FT)	Nos	5		
26	DVR 8 CHANNEL	Nos	1		
27	ELBOW LINCHES	Nos	25		
28	EMERGENCY ALARM	Nos	1		
29	EMERGENCY ALARM SWITCH	Nos	1		
30	EPBAX CABLE 8CORE (IN MTRS)	Mtr	200		
31	EPOXY FLOORING FOR BSL3 LAB, THICKNESS : 5 MM (3 MM + 2MM) , 3MM SEMISOLID CLADDING OF EPOXY + 2 MM SEMI-LIQUID EPOXY OVER 3 MM HARDENED SURFACE,	Sqft	600		
32	FALSE CEILING BSL 3 LAB, PUFF INSULATED PANELS GPSP SHEETS WITH PUF INSULATION, DENSITY : 38-40 KG	Sqft	600		
33	FASTNER 8MM	Nos	30		
34	FIRE ALARM CABLE(IN MTRS.)	Mtr	200		
35	FIRE ALARM HOOTER DESCRIPTION: MOUNTING-TYPE PANEL SUPPLY VOLTAGE TYPE: DC VOLTAGE: 24 V COLOR: RED ALARM:100DB	Nos	3		
36	FIRE ALARM PANEL	Nos	1		
37	FIRE HOOTER GLASS SWITCH(MANUAL CALL POINT)	Nos	3		
38	FLEXIBLE PIPE (CONDUIT)	Mtr	50		
39	FLEXIBLE PIPE 12 INCHES(IN FT)	FT	60		

Sl. No.	Item description	Unit of Measurement (UOM)	Quantity	Specifications with capacity (wherever applicable) and warranty as specified by Manufacturer	Proposed Makes / Manufactures
40	FLEXIBLE PIPE 8 INCHES(IN FT)	FT	80		
41	HARD DISK ONE TB	Nos	1		
42	INSULATION TAPE BLACK FOR AC DUCTS	Nos	10		
43	JUBLEE CLAMP 10 INCHES	Nos	20		
44	JUBLEE CLAMP 14 INCHES	Nos	20		
45	JUNCTION BOX	Nos	20		
46	MCB 32 AMP/ 4 POLE	Nos	2		
47	MODULAR FITTING PLATE	Nos	30		
48	MONITOR FOR CCTV CAMERA 20/22 INCHES	Nos	1		
49	NC TERMINALS	Nos	16		
50	NO TERMINALS	Nos	16		
51	PASS BOX CONTROL UNIT	Nos	2		
52	PASS BOX ELECTROMAGNET	Nos	4		
53	PUSH SWITCHES	Nos	8		
54	PVC CLAMP 3/4 INCHES	Nos	50		
55	PVC PIPE LINCHE/10FEET	Nos	10		
56	R 70 COVING ( BUFFING )	Nos	217		
57	R70 3D INTERNAL CORNER COVES	Nos	20		
58	SELF DRILL SCREW 1INCHES	Nos	1		
59	SILICON SEALANT	Nos	20		
60	SMART TIMER FOR AHU	Nos	3		
61	SMOKE DETECTOR	Nos	6		
62	SMPS FOR CAMERA 12V/10 AMP	Nos	1		
63	SMPS POWER SUPPLY 24V/ 5 AMP	Nos	1		
64	TELEPHONE SET	Nos	2		
65	THERMAL INSULATION 10MM(INSQFT.)DESCRIPTION: THICKNESS: VARIABLE MATERIAL :ROCKWOOL,	Sqft	160		

Sl. No.	Item description	Unit of Measurement (UOM)	Quantity	Specifications with capacity (wherever applicable) and warranty as specified by Manufacturer	Proposed Makes / Manufactures
	NITRILE, RUBBER ETC MAX WITHSTANDING TEMPERATURE:260 C USAGE/APPLICATION: HOT/COLD INSULATION				
66	THREADED ROD 8MM, 5FT LENGTH	Nos	30		
67	TRIPAL CLOTH(IN SQFT.) DESCRIPTION: PATTERN:PLAIN, WIDTH: 108, COLOR: NATURAL I ANY COLOUR 3SM 100-150 GSM, 150-200 GSM, 200-250,250-300	Sqft	96		
68	UPS 5 KVA	Nos	1		
69	UV CHOKE	Nos	2		
70	VFD- 3.0 HP	Nos	1		
71	WASHER AND NUT 6 MM	Kg	1/2		
72	WASHER AND NUT 8MM(40 NOS.)	Kg	1/2		
73	Validation of BSL 3 Lab/TB Containment Lab four number of BSCs	No.	1+4		

**Note:** Attach separate sheets for specifications and manufacturers catalogues/brochures for construction materials and equipment proposed.

**SECTION III – FINACIAL PROPOSAL -  
PRICE BID FORM (STANDARD FORMS)  
(TO BE FILLED BY BIDDERS FOR  
QUOTING THEIR PRICES)**

# Form FIN I - Price Bid Form

*[to be submitted with Price Bid only]*

To,  
Director  
M/s Strategic Alliance Management Services Pvt. Ltd. (SAMS)  
B01-03 Vardhaman Diamond Plaza, Community Centre,  
D.B. Gupta Road, Paharganj,  
New Delhi 110055

Dear Sir,

**Subject: Bid for renovation work at IRL, Raipur, Chhattisgarh against IFB Ref. No. SAMS/FIND/Proc/ATI/18/2020**

1. We, [**Name of Bidder**], hereby submit a bid for the construction of the above-referenced works in response to the above-referenced IFB.
2. We warrant that in preparing and submitting this bid, we have complied with, and are willing to be bound by, any and all of the requirements and provisions of the above-referenced ITB, including the terms and conditions of the Contract as set out in the Bid Documents.
3. Based on the above, our proposed **Total Contract Price is Rs. \_\_\_\_\_ inclusive of all relevant taxes for..... schedules** (amount in words) and as per FIN-2 and FIN-3 Forms attached
4. I, the undersigned, certify that I am duly authorized by [**insert name of bidder**] to sign this bid and bind [**insert name of bidder**]:

Name: _____
Title: _____
Date: _____
Signature: _____

**FINANCIAL PROPOSAL- STANDARD FORMS**

**Form FIN-2 : Lump sum Contract Price**

<b>Description</b>	<b>Costs (inclusive of all applicable taxes)</b>
A. Cost of Financial Bid for renovation works at IRL Raipur with one year warranty / defect liability.	<hr/>

## FINANCIAL PROPOSAL- STANDARD FORMS

### Form FIN-3: Priced Bill of Quantity

*(To be submitted with Price bid only)*

*Bidders shall submit detailed workings of Lump Sum Contract Price for renovation of IRL Raipur. The total price mentioned in the table below should coincide with the Price Component A as given in FIN-2.*

#### **IRL, Raipur Lab.**

Sl. No.	Item description	UNIT of Measurement	Quantity	Unit Price (inclusive of all applicable taxes)	Total Price (inclusive of all applicable taxes)
1	15/5 AMP SOCKET	Nos			
2	15/5 AMP SWITCH	Nos			
3	2.5 SQMM WIRE FOR UPS POWER SOCKET WIRING 90 MTR	Nos			
4	8 WATT LED LIGHT FOR PASS BOX	Nos			
5	8 WATT UV LIGHT FOR PASS BOX	Nos			
6	ACCESS CONTROL SYSTEM WITH DOOR ELECTROMAGNET	Nos			
7	ADDITIONAL DOOR CHANNEL FOR SUPPORT ALUMINUM WITH THICK GAUGE DIMENSION: 45X25 X25 ""U"" WITH RIVETS	Nos			
8	AHU PANEL LEDS	Nos			
9	BATTERY 12V/7.5AH	Nos			
10	C-CHANNELS (MATERIAL -GI)	Nos			
11	CABLE TIE	Mtr			
12	CAMERA CABLE (IN MTRS)	Mtr			
13	CCTV CAMERA	Nos			
14	CEILING LIGHT	Nos			
15	CHANNEL T-TYPE	Nos			
16	CLAMP FOR THREADED ROD	Nos			
17	CLEAN ROOM MONITOR	Nos			
18	CONNECTION STRIP	Nos			
19	CONNECTION STRIP 01 NO. = 6 POSITION, TERMINAL BLOCK, BARRIER	Nos			
20	CONTACTOR 32 AMP/ 4 POLE	Nos			

Sl. No.	Item description	UNIT of Measurement	Quantity	Unit Price (inclusive of all applicable taxes)	Total Price (inclusive of all applicable taxes)
21	DOOR CLOSER	Nos			
22	DOOR ELECTROMAGNET	Nos			
23	DOOR INTERLOCKING CONTROLLER	Nos			
24	DOOR RELEASE PUSH BUTTON	Nos			
25	DOORS (6.9 X 3.1 FT)	Nos			
26	DVR 8 CHANNEL	Nos			
27	ELBOW LINCHES	Nos			
28	EMERGENCY ALARM	Nos			
29	EMERGENCY ALARM SWITCH	Nos			
30	EPBAX CABLE 8CORE (IN MTRS)	Nos			
31	EPOXY FLOORING FOR BSL3 LAB,THICKNESS : 5 MM (3 MM + 2MM) , 3MM SEMISOLID CLADDING OF EPOXY + 2 MM SEMI-LIQUID EPOXY OVER 3 MM HARDENED SURFACE,	Sqft			
32	FALSE CEILING BSL 3 LAB,PUFF INSULATED PANELS GPSP SHEETS WITH PUF INSULATION, DENSITY : 38-40 KG	Sqft			
33	FASTNER 8MM	Nos			
34	FIRE ALARM CABLE(IN MTRS.)	Mtr			
35	FIRE ALARM HOOTER DESCRIPTION: MOUNTING-TYPE PANEL SUPPLY VOLTAGE TYPE: DC VOLTAGE: 24 V COLOR: RED ALARM:100DB	Nos			
36	FIRE ALARM PANEL	Nos			
37	FIRE HOOTER GLASS SWITCH(MANUAL CALL POINT)	Nos			
38	FLEXIBLE PIPE (CONDUIT)	Nos			
39	FLEXIBLE PIPE 12 INCHES(IN FT)	FT			
40	FLEXIBLE PIPE 8 INCHES(IN FT)	FT			
41	HARD DISK ONE TB	Nos			
42	INSULATION TAPE BLACK FOR AC DUCTS	Nos			



Sl. No.	Item description	UNIT of Measurement	Quantity	Unit Price (inclusive of all applicable taxes)	Total Price (inclusive of all applicable taxes)
43	JUBLEE CLAMP 10 INCHES	Nos			
44	JUBLEE CLAMP 14 INCHES	Nos			
45	JUNCTION BOX	Nos			
46	MCB 32 AMP/ 4 POLE	Nos			
47	MODULAR FITTING PLATE	Nos			
48	MONITOR FOR CCTV CAMERA 20/22 INCHES	Nos			
49	NC TERMINALS	Nos			
50	NO TERMINALS	Nos			
51	PASS BOX CONTROL UNIT	Nos			
52	PASS BOX ELECTROMAGNET	Nos			
53	PUSH SWITCHES	Nos			
54	PVC CLAMP 3/4 INCHES	Nos			
55	PVC PIPE LINCHES/10FEET	Nos			
56	R 70 COVING ( BUFFING )	Nos			
57	R70 3D INTERNAL CORNER COVES	Nos			
58	SELF DRILL SCREW 1INCHES	Nos			
59	SILICON SEALANT				
60	SMART TIMER FOR AHU	Nos			
61	SMOKE DETECTOR	Nos			
62	SMPS FOR CAMERA 12V/10 AMP	Nos			
63	SMPS POWER SUPPLY 24V/ 5 AMP	Nos			
64	TELEPHONE SET	Nos			
65	THERMAL INSULATION 10MM(INSQFT.)DESCRIPTION: THICKNESS: VARIABLE MATERIAL :ROCKWOOL, NITRILE, RUBBER ETC MAX WITHSTANDING TEMPERATURE:260 C USAGE/APPLICATION: HOT/COLD INSULATION				
66	THREADED ROD 8MM, 5FT LENGTH	Nos			

<b>Sl. No.</b>	<b>Item description</b>	<b>UNIT of Measurement</b>	<b>Quantity</b>	<b>Unit Price (inclusive of all applicable taxes)</b>	<b>Total Price (inclusive of all applicable taxes)</b>
<b>67</b>	TRIPAL CLOTH(IN SQFT.) DESCRIPTION: PATTERN:PLAIN, WIDTH: 108, COLOR: NATURAL I ANY COLOUR 3SM 100-150 GSM, 150-200 GSM, 200-250,250-300	Nos			
<b>68</b>	UPS 5 KVA	Nos			
<b>69</b>	UV CHOKE	Nos			
<b>70</b>	VFD- 3.0 HP	Nos			
<b>71</b>	WASHER AND NUT 6 MM	Nos			
<b>72</b>	WASHER AND NUT 8MM(40 NOS.)	Nos			
<b>73</b>	Validation of BSL 3 Lab/TB Containment Lab	No			



**SECTION- IV**

**SCHEDULE OF REQUIREMENT, TECHNICAL SPECIFICATIONS OF  
REQUIRED WORKS**

**SECTION IV**  
**SCHEDULE OF REQUIREMENT, TECHNICAL SPECIFICATIONS OF**  
**REQUIRED WORKS**

**A. SCHEDULE OF REQUIREMENT**

Renovation works at IRL Raipur with warranty / defect liability for the period of 1 year

**B. Schedule for Completion and Handover of Works:**

Within two (02) months of issuance of Notification of Award (NOA).

**C. Detailed address of sites:**

Sr. No.	Address	consignee's representative	Tel / Mobile	Email	Alternate Staff Officer	Mobile	Alternate Staff Email
1							

**D. Payment Terms:** 100% Payment shall be released within 28 days from the date of receiving of following documents:

- i. Copy of Taking over certificate issued by Lab Incharge.
- ii. Final completion certificate with signed and stamped from Authorized Lab representative.
- iii. Original invoice copy.

## **Section V- CONTRACT FORM and CONDITIONS OF CONTRACT**

### **Renovation works at IRL Raipur**

**Laboratory Site Address:**\_\_\_\_\_

**(1) Strategic Alliance Management Services Pvt. Ltd. (“SAMS”)**

**- and –**

**(2) [*insert the Contractor's name*]**

**CONTRACT FORM**

**THIS CONTRACT** is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20[insert].

**BETWEEN**

- 1) Strategic Alliance Management Services Pvt. Ltd. ("SAMS"), having its postal address at Strategic Alliance Management Services Pvt. Ltd. B01-03 Vardhaman Diamond Plaza, Community Centre, D.B. Gupta Road, Paharganj, New Delhi 110055 ("Purchaser"); and
- 2) [insert name], a [insert type of company i.e. limited liability] company incorporated under the laws of [insert] and having its registered address at [insert address], [insert name of city and country] ("Contractor").

**BACKGROUND**

- a) The Purchaser intends to undertake the Project. The Works are an integral part of the Project.
- b) The Contractor has represented to the Purchaser that it has the appropriate experience, expertise, licences and resources to undertake the Works and has agreed to undertake the Works in accordance with the Contract
- c) In reliance on the Contractor's representations, the Purchaser has entered into the Contract.
- d) The Contract sets out the terms and conditions upon which the Contractor will undertake the Works.

**THIS CONTRACT:**

- 1) The Purchaser agrees to pay the Contractor the Contract Price, at the times and in the manner prescribed by the Contract, in consideration for the Contractor executing and completing the Works and remedying all defects in accordance with the Contract and otherwise performing all of its obligations in accordance with the Contract.
- 2) In the Contract words and expressions will have the same meanings as are respectively assigned to them in the General Conditions.
- 3) The following documents, listed in the order of priority, are deemed to form and be read and construed as part of the Contract:
  - 3.1 this Instrument of Agreement;
  - 3.2 the Schedule of Details;
  - 3.3 the Particular Conditions;
  - 3.4 the General Conditions;
  - 3.5 the Specification;

**IN WITNESS WHEREOF**, the Parties have caused this Contract to be executed by their respective duly authorised representatives as of the date first written above:

SIGNED BY \_\_\_\_\_

[insert name of authorised signatory of SAMS]

Duly authorised to sign this Contract for and on behalf of the Employer, SAMS:

In the presence of:

Signature \_\_\_\_\_ (witness)

Address \_\_\_\_\_

Occupation \_\_\_\_\_

SIGNED BY \_\_\_\_\_

***[Insert name of authorized signatory of the Contractor]***

Duly authorised to sign this Contract for and on behalf of the Contractor, ***[insert]***:

In the presence of:

Signature \_\_\_\_\_ (witness)

Address \_\_\_\_\_

Occupation \_\_\_\_\_



# CONDITIONS OF CONTRACT

## General Conditions

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

In the Contract as defined below, the words and expressions defined have the following meanings assigned to them, except where the context requires otherwise:

**"Bank Guarantee for performance"** means the security (or securities) to be provided under Sub-Clause 4.4 [*Bank Guarantee for Performance*].

**"Bill of Quantities"** means the document, if any, entitled Bill of Quantities set out in the Schedule of Contract Price.

**"Commencement Date"** means the date stated in the Schedule of Details.

**"Contract"** means the Instrument of Agreement, these General and Particular Conditions, the Schedules and the further documents (if any) which are listed in the Instrument of Agreement.

**"Contract Price"** means the price specified in the Schedule of Details, subject to any increases or decreases as may be made in accordance with this Contract.

**"Contractor"** means the entity named as the "Contractor" in the Instrument of Agreement and the legal successors in title and assigns to this entity.

**"Contractor's Equipment"** means all apparatus, machinery, vehicles, facilities and other things required for the execution of the Works but does not include Materials or Plant.

**"Contractor's Personnel"** means the Contractor's Representative and all personnel the Contractor utilises on the Site, which may include the staff, labour, agents and other employees of the Contractor and of each subcontractor and any other personnel assisting the Contractor in the execution of the Works.

**"Contractor's Representative"** means the person named as such in the Schedule of Details or appointed from time to time by the Contractor under Sub-Clause 4.2, who acts on behalf of the Contractor.

**"Cost"** means all direct and reasonable expenditure properly incurred in connection with the execution of the Works by the Contractor but does not include non-project specific overheads, profit or loss of profit.

**"Country"** means the country in which the Site is located.

**"Date of Substantial Completion"** means the date when the Works have reached Substantial Completion as stated in the Taking-Over Certificate.

**"day"** means a calendar day, unless provided otherwise.

**"Defects Notification Period or Comprehensive Warranty Period"** means the period for notifying defects in the Works under Sub-Clause 9.1, as stated in the Schedule of Details (with any extension under Sub-Clause 9.1), calculated from the Date of Substantial Completion as stated in the Taking-Over Certificate issued under Sub-Clause 8.2.

**"Employer"** means the entity named as the "Employer" in the Instrument of Agreement, and the legal successors in title and assigns and novatees to this entity.

**"Employer's Representative"** means the person named as such in the Schedule of Details or as otherwise notified by the Purchaser to the Contractor, who acts on behalf of the Employer.

**"Employer's Risks"** means those matters listed in Sub-Clause 6.1.

**"Final Completion Certificate"** means the certificate issued under Sub-Clause 9.3.

**"Force Majeure"** means an event or circumstance which is beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent provided that event or circumstance is limited to the following:

- a) war, (whether war be declared or not), invasion, act of foreign enemies within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war within the Country;
- c) munitions of war, ionising radiation or contamination by radio-activity within the Country, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity; and
- d) earthquake, hurricane, typhoon, tsunami or fire emanating from outside the Site within the Country that are outside the normal range for that place at that time of year, but excluding any other weather conditions regardless of the severity.

**"General Conditions"** means these general conditions of Contract.

**"Instrument of Agreement"** means the document signed by the Parties and forming part of the Contract.

**"Materials"** means things of all kinds (other than Plant) intended to form or forming part of the permanent work.

**"Particular Conditions"** means the particular conditions (if any) set out immediately before the Schedules to the Contract.

**"Party"** means either the Purchaser or the Contractor.

**"Plant"** means the machinery, vehicles and apparatus intended to form or forming part of the permanent work.

**"Project"** means the project described in the Schedule of Details.

**"Schedule of Contract Price"** is Schedule 4.

**"Schedule of Details"** is Schedule 1.

**"Schedule of Payment"** is Schedule 5.

**"Schedule of Security"** is Schedule 6.

**"Schedule of Site"** is Schedule 3.

**"Schedule of Works"** is Schedule 2.

**"Schedules"** means Schedules 1 to 12 to this Contract, including any further documents which are annexed or attached to, or incorporated by reference into **Schedules 1 to 12**.

**"Site"** means the places provided by the Purchaser where the Works are to be executed and to which Plant and Materials are to be delivered as shown in the Schedule of Site, and any other places specified in the Contract as forming part of the Site.

**"Specification"** means the requirements or documents as listed in the Schedule of Works, including Employer's requirements to be carried out by the Contractor, if any, and any Variation to such document.

**"Substantial Completion"** means that stage in the execution of the Works when the following has occurred:

- (a) the Works are performed and completed in accordance with this Contract except for minor defects which would not affect the performance or operation of the Works;
- (b) all tests required by this Contract have been undertaken and successfully passed;
- (c) all documents, technical and other information, engineering information, data, specifications, reports and any other information required under this Contract have been supplied to the Employer's Representative in accordance with this Contract or as directed by the Employer's Representative from time to time;
- (d) all third party warranties and certificates and local authority approvals have been issued and provided to the Employer's Representative; and
- (e) any other preconditions to Substantial Completion set out in the Schedule of Details have been met.

**"Taking-Over Certificate"** means a certificate issued under Clause 8 certifying that the Works have reached Substantial Completion and stating the Date of Substantial Completion.

**"Time for Completion"** means the time for completing the Works as stated in the Schedule of Details (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

**"Variation"** means a change, alterations, addition or omission to the Works which is instructed by the Employer's Representative under Sub-Clause 10.1

**"Works"** means all the work and design (if any) to be performed by the Contractor in accordance with this Contract as specified in the Schedule of Works, including temporary work and any Variation.

## **1.2 Interpretation**

Words importing persons or parties include firms and organisations. Words importing singular or one gender include plural or the other gender where the context requires.

## **1.3 Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the Employer's Representative will issue any necessary instructions to the Contractor, and the priority of the documents is in accordance with the order as listed in the Instrument of Agreement.

## **1.4 Language**

The language for communications is English.

## **1.5 Communications**

Any notice, approval, consent or other communication in relation to this Contract must be in writing, signed, dated and marked to the relevant representative of the Parties and sent to the address for service of notices and communications set out in the Schedule of Details.

## **1.6 Statutory Obligations**

The Contractor must comply with the laws of the countries where activities are performed. The Contractor must give all notices and pay all fees and other charges in respect of the Works.

## **1.7 Assignment**

The Contractor must not assign or novate any of its rights or obligations under this Contract without prior written consent of the Employer.

The Purchaser has the right to assign or novate any or all of its rights or obligations under this Contract after giving written notice to the Contractor.

## **1.8 Confidential Details**

The Contractor must keep confidential and must not, without the written consent of the Employer, disclose to any third party the terms and conditions of the Contract, or any documents or other information furnished directly or indirectly by either Party in connection with the Contract or the Works, except if disclosure is required by law or for outside consultants engaged to act in connection with the Works (including insurance and legal advisers). In addition, the Contractor must not (without the prior written consent of the Employer) take, or authorize the taking of, any photograph of the Works or the Site for use in any publicity or advertising.

## **2. THE PURCHASER**

### **2.1 Provision of Site**

The Purchaser will provide non-exclusive possession of the Site and non-exclusive right of access to the Site at the times stated in the Schedule of Details. The Contractor must comply with any conditions relating to the Site as stated in the Schedule of Site.

### **2.2 Permits and Licenses**

The Contractor must obtain and comply with all relevant permits, licences, authorisations and approvals necessary to carry out the Works in accordance with the Contract. The Purchaser must, if requested, assist the Contractor in applying for such permits, licences, authorisations or approvals which are required for the Works.

### **2.3 Employer's Instructions**

The Contractor must comply with all instructions given by the Purchaser or the Employer's Representative in respect of Works. The Purchaser or the Employer's Representative is entitled to suspend progress of part or all of the Works at any time and for any reason by giving the Contractor written notice. During such suspension, the Contractor must protect, store and secure such part of the Works against any deterioration, loss or damage.

If the Contractor receives a notice of suspension under this Sub-Clause 2.3, the Contractor must suspend progress of the relevant parts of the Works until such time as the Employer's Representative directs the Contractor to resume progress of those parts of the Works by notice in writing.

If a suspension under this Sub-Clause 2.3 has continued for more than 180 consecutive days, the Contractor may request the Employer's Representative's permission to proceed with the Works. If the Employer's Representative does not give permission within 28 days after being requested to do so, the Contractor may, by giving notice to the Employer's Representative, treat the suspension as an omission

under Sub-Clause 10.1 of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give a notice in accordance with Sub-Clause 12.2.

## **2.4 Approvals**

No approval or consent or absence of comment by the Purchaser or the Employer's Representative will affect the Contractor's obligations.

## **3. EMPLOYER'S REPRESENTATIVE**

### **3.1 Employer's Representative**

The Employer's Representative is authorised to carry out the duties assigned to it in the Contract. The Employer's Representative has no authority to amend the terms of the Contract unless an amendment is authorised and approved in writing by the Employer. The Employer's Representative may instruct Variations in accordance with Clause 10.

### **3.2 Employer's Representative's Assistant**

The Employer's Representative may from time to time assign duties and delegate authority to an individual to carry out certain duties. The appointee may be notified by the Purchaser to the Contractor from time to time. The Purchaser must notify the Contractor of the delegated duties and authority of this Employer's Representative's assistant.

## **4. THE CONTRACTOR & PERFORMANCE OF THE WORKS**

### **4.1 General Obligations**

The Contractor must carry out the Works properly and in accordance with the Contract, including all works which are necessary to satisfy the Specifications and all other works which (although not expressly mentioned in the Contract) are necessary for the stability and/or for the completion, and/or safe and proper operation of the Works. The Contractor must provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required. All Materials and Plant on Site are deemed to be the property of the Employer.

The Contractor must comply with all applicable occupational health and safety and environmental laws, guidelines, rules, procedures, quality control requirements and codes of practice including those stated in the Schedule of Works and any provided to the Contractor by the Employer's Representative.

The Contractor is deemed to have inspected and examined the Site, its surroundings, and access to the Site and to have satisfied itself that the Site and access to the Site, including security, is suitable for the Works and is deemed to have obtained all necessary information as to risks which may affect execution of the Works including climatic, hydrological and natural conditions and is not entitled to an increase to the Contract Price or to an extension to the Time for Completion based upon such conditions encountered during the execution of the Works that could have been reasonably foreseen by an experienced contractor acting in accordance with industry best practice.

The Contractor must, in a form acceptable to the Employer's Representative, provide the Employer's Representative with monthly, or more frequently on request by the Employer's Representative, reports in relation to the Works and any occupational, health and safety issues in relation to the Works. The report must comply with any requirements stated in the Schedule of Works.

## **4.2 Contractor's Representative**

The Contractor's Representative is named in the Schedule of Details. The Contractor must not replace the Contractor's Representative without the prior written consent of the Employer's Representative and must submit to the Employer's Representative for approval the name and particulars of the person the Contractor proposes to replace the Contractor's Representative. The Contractor is responsible for all acts and omissions of the Contractor's Representative.

The Contractor gives the Contractor's Representative all authority necessary to act on the Contractor's behalf under the Contract.

## **4.3 Subcontracting**

The Contractor must not subcontract the whole of the Works. The Contractor should not subcontract any part of the Works without the prior written consent of the Employer's Representative. Subcontracting shall not relieve the Contractor from the responsibility of completing the works and giving the performance as per the Contract

## **4.4 Bank Guarantee for Performance**

Unless otherwise stated in the Schedule of Details, the Contractor must deliver to the Employer, within 14 days of the Commencement Date, an unconditional and irrevocable on-demand bank guarantee in the form provided in the Schedule of Security, from a bank approved by the Employer, for the 10% amount of total value of Award of contract.

Any Bank Guarantee for performance provided to the Purchaser under Sub-Clause 4.4 must be valid for three months beyond Defects Notification Period under Contract.

The Purchaser may withhold, retain or set off from any payment due to the Contractor under this Contract amounts to protect the Purchaser against any costs, charges, expenses and damages for which the Contractor is liable to the Purchaser under or in connection with this Contract. This right to withhold, retain or set off does not limit the Employer's right to recover those amounts in any other way.

## **4.5 Contractor's Personnel**

The Contractor's Personnel must be appropriately qualified, skilled and experienced in their respective trades or occupations. The Employer's Representative may require the Contractor to remove (or cause to be removed) any person employed on the Site or in the execution of the Works, including the Contractor's Representative who in the opinion of the Employer's Representative:

- a) persists in any misconduct or lack of care;
- b) carries out duties incompetently or negligently;
- c) fails to conform with any provisions of the Contract; or
- d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment.

Where this Sub-Clause 4.5 applies, the Contractor must then appoint (or cause to be appointed) a suitable replacement person for each person so removed.

The Contractor must provide and maintain all necessary sanitary and welfare facilities for the Contractor's personnel and must at all times take all reasonable precautions to maintain the health and safety of the Contractor's personnel and comply with all relevant labour laws.

The parties agree that if the Employer's Representative becomes aware that the Contractor has failed to pay any subcontractor's or the Contractor's Personnel in accordance with this Contract, and the Employer's Representative gives the Contractor written notice 48 hours before the Purchaser intends to pay, the Purchaser may, in its absolute discretion, pay those staff, labour or subcontractors the amount the Employer's

Representative determines is, or may be owing and the Purchaser may recover any such amount paid as a debt due from the Contractor to the Employer.

The Purchaser will not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any of the Contractor's Personnel, unless resulting from any act or default of the Employer, its agents or servants. The Contractor must defend, hold and save harmless and indemnify the Purchaser against all claims and proceedings, as well as damages and compensation in relation to any accident or injury to any of the Contractor's Personnel, unless resulting from any act or default of the Employer, its agents or servants. The Contractor is responsible for all costs, including legal costs, charges and expenses whatsoever associated with the defence of the Employer. In defending the Employer, the Contractor shall not enter into a settlement agreement without the prior written approval of the Employer.

#### **4.6 Publicity and Use of the Name, Emblem or official Seal of the Purchaser**

The Contractor must not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the Employer, nor must the Contractor, in any manner whatsoever use the name, emblem or official seal of the Employer, or any abbreviation of their name in connection with its business or otherwise without the written permission of the Employer. This Sub-Clause 4.6 survives the completion, expiry or termination of the Contract.

#### **4.7 Mines**

- a) The Contractor warrants and represents that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.
- b) The Contractor acknowledges and agrees that any breach of this Sub-Clause 4.7 entitles the Purchaser to terminate the Contract immediately in accordance with Sub-Clause 12.1, without any liability for termination charges or any other liability of any kind.

#### **4.8 Official-Not-To-Benefit, Corruption and Fraud**

- a) The Contractor warrants that it has not engaged, or attempted to engage, in any way whatsoever, in any corruption or fraud in connection with the selection process or the execution of this Contract or any other activities of the Employer, involving, in any way whatsoever, any Employer's personnel or representative, official, or other agent of the Employer.
- b) In this Sub-Clause 4.8, "corruption" means the offering, giving, receiving or soliciting from or to any person, directly or indirectly, anything of value as an inducement or reward:
  - i. for doing or forbearing to do any action in relation to the Contract, the selection process or any other activities of the Employer; or
  - ii. for showing or forbearing to show favour or disfavour to any person in relation to the Contract, or any other activities of the Employer.
- c) In this Sub-Clause 4.8, "fraud" means a misrepresentation or omission of fact(s) in order to influence, or to attempt to influence, the selection process or the execution of this Contract or any other activities of the Employer.
- d) Contractor acknowledges and agrees that any breach of this Sub-Clause 4.8 entitles the Purchaser to terminate the Contract immediately by written notice in accordance with Sub-Clause 12.1, without any liability for termination charges or any other liability of any kind.

#### **4.9 Supply of Water**

The Contractor must provide on the Site, for the duration of the Works, an adequate supply of drinking and other water for the use of its staff and labour.

#### **4.10 Alcoholic Liquor or Drugs**

The Contractor must not bring onto or store on the Site, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by its subcontractors, agents, staff or labour.

#### **4.11 Arms, Ammunition & Explosives**

Unless otherwise stated in the Schedule of Works or instructed or permitted by the Purchaser in writing, the Contractor must not bring onto or store on the Site, give, barter or otherwise dispose of to any person or persons, any arms, ammunition or explosives of any kind or permit or suffer the same.

#### **4.12 Festivals and Religious Customs**

The Contractor must in all dealings with its staff and labour have due regard to all recognised festivals, days of rest and religious or other customs.

#### **4.13 Epidemics**

In the event of any outbreak of illness of an epidemic nature, the Contractor must comply with and carry out such regulations, orders and requirements as may be made by the relevant authorities or local medical or sanitary authorities for the purpose of dealing with or overcoming the epidemic.

#### **4.14 Fundamental Principles and Rights at Work:**

- a) The Contractor warrants that it will comply with, and ensure the Contractor's Personnel will comply with, the 1998 International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at Work. These universal rights, as applied in the context of ILO, are freedom of association and the effective recognition of the right to collective bargaining, the elimination of forced or compulsory labour, the abolition of child labour and the elimination of discrimination in respect of employment and occupation.
- b) The Contractor must provide a safe and secure working environment, and provide separate amenities on the Site, for women employed in the execution of the Works.
- c) The Contractor acknowledges and agrees that any breach of this Sub-Clause 4.14 entitles the Purchaser to terminate the Contract immediately in accordance with sub-Clause 12.1, without any liability for termination charges or any other liability of any kind.
- d) The Contractor shall at all times during the continuance of the Contract comply fully with all existing Acts, regulations and bylaws including all statutory amendments and re-enactments and acts that may be passed in future either by the state or the Central Government or local authority, including, Indian Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act 1970 and Equal remuneration Act 1976. Factories Act, Minimum Wages Act, provident fund regulations employees provident Fund Act and schemes made under same Act, Health and Sanitary Arrangements for workmen, Insurance and other benefits and shall keep the Purchaser indemnified in case any action is commenced for contravention by the contractor

#### **4.15 Child Labour**

- a) The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child must be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.



- b) The Contractor acknowledges and agrees that any breach of this Sub-Clause 4.15 entitles the Purchaser to terminate the Contract immediately in accordance with Sub-Clause 12.1, without any liability for termination charges or any other liability of any kind.

#### **4.16 Sexual Exploitation**

- a) The Contractor must take all appropriate measures to prevent sexual exploitation or abuse of anyone by the Contractor's Personnel. For these purposes, sexual exploitation and abuse includes sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, unless such sexual activity is consensual between two persons who are married and such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel.
- b) In addition, the Contractor must refrain from, and must take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging any sexual activities that are exploitive or degrading to any person.
- c) The Contractor acknowledges and agrees that any breach of this Sub-Clause 4.16 entitles the Purchaser to terminate the Contract immediately in accordance with Sub-Clause 12.1, without any liability for termination charges or any other liability of any kind.

#### **4.17 Security of the Site**

Unless otherwise stated in the Contract, the Contractor must keep unauthorised persons from entering the Site. Authorised persons are limited to the Contractor's Personnel and the Employer's personnel and any other personnel notified to the Contractor, by the Purchaser or the Employer's Representative, as authorised personnel of the Purchaser or the Employer's other contractors on the Site. The security and safety of the Site, the Contractor's Equipment, the Employer's equipment, Plant, Materials and all other property or personnel on the Site is the sole responsibility of the Contractor. The Contractor must comply with any other security requirements set out in the Schedule of Site.

#### **4.18 Unexploded Ordinances**

If at any time during the carrying out of the Works the Contractor discovers an unexploded ordinance or land mine, the Contractor must immediately stop work, notify the Employer's Representative, take all necessary steps to ensure the safety of all persons and property and secure the Site. The Contractor must immediately resume the Works when instructed by the Employer's Representative that it is safe to do so.

### **5. EMPLOYER'S RISKS**

#### **5.1 Employer's Risks**

In this Contract, Employer's Risks mean:

- a) a Force Majeure event,
- b) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure, act, omission or breach,
- c) any delay or disruption caused by any Variation, except where that Variation is caused by the Contractor's failure, act, omission or breach,
- d) any act, omission or breach by the Purchaser or its agents, and
- e) the occurrence of any event specified in the Schedule of Details.

## **6. TIME FOR COMPLETION**

### **6.1 Execution of the Works**

The Contractor must commence the Works on the Commencement Date and must proceed expeditiously and without delay and must complete the Works within the Time for Completion.

### **6.2 Programme**

Within the time stated in the Schedule of Details, the Contractor must submit to the Employer's Representative for approval, a programme for the Works in accordance with and in the form stated in the Schedule of Works. The programme will be used to monitor the progress of the Works under the Contract. The Employer's Representative may request the Contractor to submit an amended programme at any time for approval.

### **6.3 Extension of Time**

Subject to Sub-Clause 10.3, the Contractor may be entitled to an extension to the Time for Completion if it is or will be delayed by any of the Employer's Risks.

Despite any other provision in this Contract, the Employer's Representative may, in its absolute discretion and at any time, grant an extension to the Time for Completion. Such an extension must be granted in writing.

### **6.4 Late Completion**

If the Contractor fails to complete the Works within the Time for Completion, the Contractor must pay delay damages for such failure in the amount stated in the Schedule of Details for each day for which the Contractor fails to complete the Works up to and including the Date of Substantial Completion as stated in the Taking-Over Certificate.

If the cumulative amount of delay damages reaches the amount stated in the Schedule of Details, the Purchaser may terminate the Contract at any time in accordance with Sub-Clause 12.1.

## **7. TAKING OVER**

### **7.1 Completion**

The Contractor must notify the Employer's Representative in writing as soon as it considers that the Works have reached the stage of Substantial Completion.

### **7.2 Taking-Over Certificate**

After receiving the notice under Sub-Clause 8.1, the Employer's Representative must either issue a Taking-Over Certificate stating the Date of Substantial Completion or notify the Contractor that there are defects or deficiencies in the Works that prevent Substantial Completion being reached.

If the Employer's Representative notifies the Contractor that there are defects or deficiencies in the Works, the Contractor must correct the defects or deficiencies and the procedures in this Clause 8 must be repeated until the Employer's Representative issues a Taking-Over Certificate.

The Contractor acknowledges and agrees that it takes full responsibility for the care of the Works until the Date of Substantial Completion and that no partial or entire use or occupancy of the Site or the Works by the Purchaser in any way constitutes an acknowledgement by the Purchaser that Substantial Completion has occurred, nor does it release the Contractor from any of its warranties, obligations or liabilities under or in connection with this Contract.

The Purchaser must take over the Works upon the Date of Substantial Completion.

After issuance of the Taking-Over Certificate the Contractor must promptly complete any outstanding work, submit a statement in accordance with Sub-Clause 11.2 and, subject to Clause 9, clear the Site.

### **7.3 Testing**

The Contractor must undertake all tests in accordance with the requirements set out in the Schedule of Works, and must agree, with the Employer's Representative, 4 days prior written notice of the time and place for the specified testing of any Plant, Materials and other parts of the Works.

## **8. REMEDYING DEFECTS**

### **8.1 Remedying Defects**

The Employer's Representative may at any time prior to the expiry of the relevant Defects Notification Period, notify the Contractor of any defects or outstanding work. The Contractor must remedy at no cost to the Purchaser any defects due to the Contractor's design, Materials, Plant or workmanship not being in accordance with the Contract. The timing of remedying a defect must be agreed between the Parties, or failing agreement, be reasonably specified by the Employer's Representative.

If the Contractor fails to rectify the defect within the time agreed or specified, the Employer's Representative may do so or engage another party to do so at the Contractor's risk and expense and any cost will be a debt due from the Contractor to the Employer.

The Defects Notification Period will be extended to the extent that the Works, part of the Works or a major item of Plant (as the case may be) cannot be used for the purposes for which they are intended by reason of a defect or damage or failure by the Contractor to comply with any other obligation of the Contract and such extension will be equal to the period for which the Works, part of the Works or major item of Plant cannot be so used for the purpose intended or, if instructed in writing by the Employer's Representative, the Defects Notification Period will recommence (and restart from the beginning) from the date of the repair, replacement or making good of such defect or damage, but only in respect of that part of the Works repaired, replaced or made good.

### **8.2 Uncovering and Testing**

The Employer's Representative may give instruction as to the uncovering and/or testing of any work. Unless as a result of any uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are defective or not in accordance with the Contract or the Contractor did not give sufficient notice in accordance with Sub-Clause 8.3 before covering the relevant parts of the Works, the Contractor will be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2. If the Contractor did not give sufficient notice in accordance with Sub-Clause 8.3 before covering the relevant parts of the Works or if the Employer's Representative establishes that the Contractor's design, Materials, Plant or workmanship are defective or not in accordance with the Contract, the Contractor must (at its cost) then promptly make good the defect and ensure that the rejected item complies with the Contract and bears the cost of uncovering and testing.

### **8.3 Final Completion Certificate**

Performance of the Contractor's obligations will not be considered to have been completed until the Employer's Representative has issued the Final Completion

Certificate to the Contractor, stating the date on which the Contractor completed its obligations under the Contract.

The Employer's Representative must issue the Final Completion Certificate within 28 days after the latest of the expiry dates of the Defects Notification Periods or as soon thereafter as the Contractor has supplied all relevant documents and completed and tested all of the Works, including remedying defects notified under Sub-Clause 9.1. A copy of the Final Completion Certificate must be issued to the Employer. Notwithstanding this the Purchaser may issue the Final Completion Certificate at any time after the Employer's Representative has issued the Taking-Over Certificate.

#### **8.4 Unfulfilled Obligations**

After the Final Completion Certificate has been issued, each Party remains liable for the fulfilment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract is deemed to remain in force.

### **9. VARIATIONS AND CLAIM**

#### **9.1 Right to Vary**

The Employer's Representative may, in its absolute discretion and at any time before the Taking-Over Certificate is issued, initiate, or immediately instruct Variations by written notice and the Contractor must carry out and be bound by any such Variations. Unless otherwise instructed by the Employer's Representative in this notice, the Contractor must provide a detailed breakdown of the increase or decrease in the Contract Price and any effect on the Time for Completion within 7 days of receipt of this notice, and before the Contractor carries out the Variation. The Contractor must then execute and is bound by the Variation unless otherwise instructed by the Employer's Representative.

The Contractor agrees that a Variation may involve an omission of any part or parts of the Works and in the case of an omission the Purchaser may engage others to perform that part or parts so omitted.

#### **9.2 Valuation of Variations**

Variations will be valued by the Employer's Representative as follows:

- a) at a rate or lump sum price agreed between the Parties, or in the absence of agreement
- b) where appropriate, at rates in the Bill of Quantities, or if there are no applicable rates in the Bill of Quantities, at the rates in the schedule of Variation rates contained in the Schedule of Contract Price, or
- c) in the absence of appropriate rates, then a fair and reasonable valuation of the Variation will be made by the Employer's Representative, or
- d) if the Employer's Representative so instructs, at day work rates set out in the Schedule of Contract Price for which the Contractor must keep records of hours of labour and Contractor's Equipment, and of Materials used.

For the avoidance of doubt the Contractor's entitlement to payment for a Variation excludes non-project specific overheads and costs.

#### **9.3 Notice of Delay**

The Contractor must notify the Employer's Representative as soon as practicable and in any case in writing no later than 7 days (or within a time frame notified by the Employer's Representative) after it becomes aware of any event or circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment, Costs and/or other entitlements or relief from obligations, under any Clause

of these General Conditions or otherwise arising out of or in connection with the Contract. The Contractor must take all reasonable steps to minimise these effects.

The notice submitted by the Contractor under this Sub-Clause 10.3 must set out details of the event or circumstance giving rise to the claim, and if requested supply supporting documents, stating a reasonable period by which the Contractor believes the Time for Completion should be extended and the nature and extent of any additional resultant Costs. As soon as practicable after the receipt of this notice, the Employer's Representative will notify the Contractor of the period, if any, by which the Time for Completion will be extended and additional payment of Costs (if any) to which the Contractor is entitled under the Contract. The Employer's Representative may also respond with comments and request any necessary further particulars.

The Contractor is not entitled to an extension to the Time for Completion or additional payment or Costs if it does not submit a notice in accordance with and within the time stated in Sub-Clause 10.3 in which case the Contractor will be deemed to have waived its entitlement to make such claim, the Purchaser will be discharged from all liability arising out of or in connection with the claim and the Contractor must comply with its obligations to perform the Works by the Time for Completion and for the Contract Price.

#### **9.4 Right to Claim**

Subject to Sub-Clause 10.3, if the Contractor incurs Cost as a result of any of the Employer's Risks, other than a Force Majeure event, the Contractor will be entitled to the amount of such Cost. If as a result of any of the Employer's Risks, it is necessary to change the Works, this will be dealt with as a Variation.

#### **9.5 Adjustments for Changes in Cost**

Unless otherwise expressly stated in the Schedule of Contract Price, the Contract Price, and the rates and prices inserted in the Bill of Quantities, will not be adjusted for rises or falls in the cost of labour, goods and other inputs to the Works and the Contract Price and the rates and prices inserted in the Bill of Quantities, will be deemed to include amounts to cover contingency of rises and falls in the cost of labour, goods and other inputs to the Works.

### **10. CONTRACT PRICE AND PAYMENT**

#### **10.1 Contract Price & Valuation of the Works**

The Purchaser must pay the Contractor the Contract Price in accordance with this Clause 11 and the Schedule of Contract Price. The Contractor is deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price and all fixed unit rates and prices in the Contract.

#### **10.2 Statements**

The Contractor must submit a statement to the Employer's Representative in accordance with the requirements and timings stated in the Schedule of Payment or otherwise as notified by the Employer's Representative in writing. Each statement must be in a form approved by the Employer's Representative, showing the value of the work performed and details of any other amounts to which the Contractor considers itself entitled. If requested by the Employer's Representative, when submitting the statement the Contractor must provide verification of all payments owed to subcontractors and the Contractor's Personnel.

The statement must be based on the prices and/or rates set out in the Bill of Quantities or as otherwise set out in the Schedule of Contract Price.

If a percentage is stated in the Schedule of Details, the Contractor will be entitled to that percentage of the value of Materials and Plant listed in the Schedule of Details if such Plant and Materials are in accordance with the Contract, delivered to and properly stored on the Site at a reasonable time.

Within 28 days after the Employer's Representative issues the Taking-Over Certificate, the Contractor must submit a statement to the Employer's Representative as its final statement in respect of the Contract Price and any claim the Contractor has in respect of the Works under the Contract which the Contractor considers to be due from the Purchaser for all events and circumstances that have occurred up to the Date of Substantial Completion stated in the Taking-Over Certificate.

The Contractor is not entitled to make, and the Purchaser is released from, any new claim or an increased existing claim against the Purchaser in respect of the Contract Price or otherwise in respect of all events and circumstances that have occurred up to the earlier of the submission of the statement or expiration of the 28 days.

### **10.3 Final Payment**

Within 7 days after receiving the Final Completion Certificate, the Contractor must submit a final account to the Employer's Representative together with any documentation reasonably required to enable the Purchaser to ascertain the total contract value.

Within 28 days after the submission of this final account, the Purchaser must pay to the Contractor amount due. If the Purchaser disagrees with any part of the Contractor's final account, the Purchaser must specify its reasons for disagreement when making payment.

### **10.4 Currency**

Payment will be in the currency stated in the Schedule of Details.

### **10.5 Delayed Payment**

The Contractor is not entitled to any interest in respect of any amount in any statement submitted to the Purchaser in accordance with Sub-Clause 11.2 which remains due and unpaid.

### **10.6 Provisional Sums**

If a provisional sum is included in the Schedule of Contract Price, it will not be payable by the Purchaser unless the Employer's Representative directs the Contractor to perform the work or item to which the provisional sum relates. If the Employer's Representative directs the Contractor to perform that work, the work or item will be priced by the Employer's Representative in accordance with Sub-Clause 10.2, and the difference will be added to or deducted from the Contract Price.

### **10.7 Audit and Investigations**

- a) Each payment made by the Purchaser to the Contractor may be subject to a post-payment audit by auditors, whether internal or external, of the Purchaser or by other authorised and qualified agents of the Purchaser at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. The Purchaser is entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the Purchaser other than in accordance with the terms and conditions of the Contract.
- b) The Contractor acknowledges and agrees that, from time to time, the Purchaser may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract. The right of the Purchaser to conduct an investigation and the Contractor's obligation to comply with such an investigation does not lapse upon issuance

of the Final Completion Certificate or prior termination of the Contract. The Contractor must provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation must include, but is not limited to, the Contractor's obligation to make available the Contractor's Personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to the Purchaser access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's Personnel and relevant documentation. The Contractor must require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by the Employer.

## **11. DEFAULT & TERMINATION**

### **11.1 Default by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Purchaser or the Employer's Representative or fails to proceed expeditiously and without delay, or is in breach of the Contract, the Employer's Representative may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within 14 days after the Contractor's receipt of the Employer's Representative's notice, the Purchaser may by a second notice of 14 days, terminate the Contract.

The Purchaser may terminate the Contract immediately by written notice if the Contractor is declared insolvent under Sub-Clause 12.3 or is in breach of Sub-Clauses 4.7, 4.8, 4.14, 4.15 or 4.16 or submits a guarantee, certificate, statement, test result or any other document it is required to submit under the Contract that is false or intentionally misleading.

If the Purchaser delivers a termination notice under this Sub-Clause 12.1, the Contractor must stop work and demobilise (except to the extent specified in the notice from the Employer) and take such action as necessary or as the Employer's Representative directs, for the transfer, protection and preservation of the Employer's property and deliver any required goods and documents to the Employer's Representative. The Contractor must use its best efforts to comply immediately with any reasonable instructions included in the notice for the assignment of any subcontract and for the protection of life or property or for the safety of the Works. The Contractor must leave behind any Contractor's Equipment, Materials and Plant which the Purchaser or the Employer's Representative instructs, in writing, is to be used until the completion of the Works. The Purchaser may employ others to complete or perform the Works and the cost incurred that exceeds the Contract Price will be a debt due from the Contractor to the Employer.

### **11.2 Default by Employer**

If the Purchaser fails to pay in accordance with the Contract, or if a prolonged suspension affects the whole of the Works as described in Sub-Clause 2.3, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within 14 days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within 28 days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice of 14 days, terminate the Contract. The Contractor must then demobilise from the Site.

### **11.3 Insolvency**

If the Contractor is declared insolvent under any applicable law, the Purchaser may by written notice terminate the Contract immediately.

### **11.4 Payment upon Termination**

After termination, the Contractor is entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Purchaser is entitled,
- c) in the absence of appropriate rates, the rates in the Contract will be used as the basis for valuation, or failing which the Employer's Representative will make a reasonable valuation, or
- d) if the Contractor has terminated under Sub-Clause 12.2 or the Purchaser has terminated under Sub-Clause 12.5, the Contractor is entitled to the Cost of its suspension and demobilisation together with a sum equivalent to 5% of the value of those parts of the Works not executed at the date of termination.

The net balance due must be paid or repaid within 28 days of the notice of termination.

### **11.5 Employer's Entitlement to Terminate for Convenience**

The Purchaser may in its absolute discretion terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. The termination will take effect 28 days after the latter of the dates on which the Contractor receives this notice, or the Purchaser returns the Bank Guarantee for performance.

### **11.6 Cessation of Work and Removal of Contractor's Equipment**

After a notice of termination under Sub-Clauses 12.2, 12.5, 13.2 or 12.3 has taken effect, the Contractor must promptly cease all further work (except to the extent specified in the notice from the Employer) and take such action as necessary or as directed by the Employer, for the transfer, protection and preservation of the Employer's property, protection of life or for the safety of the Works. Unless otherwise notified in writing by the Purchaser under Sub-Clause 12.1, the Contractor must remove all Contractor's Equipment from the Site and remove from the Site any wreckage, rubbish and debris of any kind and leave the whole of the Site in a clean and safe condition.

## **12. RISK & RESPONSIBILITY**

### **12.1 Contractor's Care of the Works**

The Contractor is responsible for the care of the Works from the Commencement Date until the date the taking-over Certificate is issued under Sub-Clause 8.2. Responsibility will then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor must rectify such loss or damage so that the Works conform with the Contract and the requirements of any relevant authorities.

The Contractor must defend, hold and save harmless and indemnify, at its own cost, including legal costs, the Employer, its agents and employees from and against all suits, actions, claims and costs arising out of the acts or omissions of the Contractor, its employees, agents or subcontractors in connection with the Works and the Contractor's other obligations under or in connection with the Contract, in respect of any accident, bodily injury, sickness or death to any person, infringement of any intellectual property rights and loss or damage to the Works or any property unless due to an act or default of the Purchaser or its personnel. In defending the Employer, the Contractor shall not enter into a settlement agreement without the prior written approval of the Employer.



## **12.2 Force Majeure**

If a Party is or will be prevented from performing any of its obligations by Force Majeure, the Party affected must notify the other Party immediately in writing and not later than 7 days, setting out full details of the Force Majeure event and the reasons for the Force Majeure event preventing that Party from, or delaying that Party from, performing the affected obligations under this Contract. If instructed by the Employer's Representative, the Contractor must suspend the execution of the affected Works and, to the extent agreed with the Employer's Representative, demobilise the Contractor's Equipment, but only so far as, and for so long as, the performance of those obligations is affected by the Force Majeure event. The affected Party must use its best endeavours to overcome or remove the effects of the Force Majeure event as quickly as possible.

Upon completion of the Force Majeure event, the affected Party must as soon as is reasonably practicable recommence the performance of the affected obligations.

If the event continues for a period of 84 days, either Party may then give notice of termination which will take effect 28 days after the giving of the notice.

After termination, the Contractor is entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the Cost of suspension and demobilisation,
- c) any sums to which the Purchaser is entitled.

The net balance due must be paid or repaid within 28 days of the notice of termination.

The Contractor acknowledges and agrees that, with respect to any of its obligations under the Contract, the Contractor will be performing such obligations in areas in which the Employer, is engaged in, preparing to engage in, or disengaging from peacekeeping, humanitarian or similar operations and any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, shall not, in and to itself, constitute a Force Majeure event.

## **13. INSURANCES**

### **13.1 Extent of Cover**

The Contractor must, on or prior to the Commencement Date, effect and thereafter maintain insurances in the joint names of the Parties:

- a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment,
- b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the Contractor's liability for damage to the Employer's property other than the Works, and
- c) for liability of both Parties and of any Employer's personnel for death or injury to the Contractor's Personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their employees.

### **13.2 Arrangements**

All insurances must conform with the requirements detailed in the Schedule of Details. The policies must be issued by insurers and in terms approved by the Employer. The Contractor must provide the Purchaser with evidence that any required policy is in force and that the premiums have been paid.

All payments received from insurers relating to loss or damage to the Works must be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

### **13.3 Failure to Insure**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clauses, or fails to provide satisfactory evidence, policies or receipts, the Purchaser may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor.

## **14. RESOLUTION OF DISPUTES**

### **14.1 Dispute Resolution Procedure**

Unless settled amicably by the Parties' Representatives, any dispute or difference which arises between the Contractor and the Purchaser out of or in connection with the Contract, including any valuation or other decision of the Purchaser ("**Dispute**"), the Dispute must be referred, if requested by either Party, to the Senior Representatives of the Parties set out in the Schedule of Details, or any replacement notified by a Party to the other Party in writing.

If the Senior Representatives of the Parties are unable to resolve a Dispute referred to them within 28 days, either Party may invite the other Party to conciliate the Dispute in accordance with the provisions of Sub-Clause 15.2. Otherwise the Dispute must be referred, if requested by either Party, directly to arbitration in accordance with the provisions of Sub-Clause 15.3.

### **14.2 Conciliation**

- a) In accordance with Sub-Clause 15.1, either Party may invite the other Party to conciliate a Dispute under the UNCITRAL Permanent Court of Arbitration Optional Conciliation Rules, 1996 (the "Conciliation Rules") provided that;
  - i) the language of the conciliation must be in English;
  - ii) one conciliator must be appointed and agreed by the Parties; or
  - iii) if the Parties are unable to agree on the appointment of a conciliator within 14 days after the matter has been referred to conciliation, the conciliator will be appointed by the Secretary-General of the Permanent Court of Arbitration in accordance with the Conciliation Rules.

If the Parties do not reach agreement under the Conciliation Rules, the Dispute shall be referred, if requested by either Party, to arbitration in accordance with Sub-Clause 15.3.

### **14.3 Arbitration**

If the Parties are unable to resolve the Dispute in accordance with Sub-Clause 15.1 or 15.2, the Dispute must, if requested by either Party, be referred to and finally resolved by arbitration in accordance with the UNCITRAL Arbitration Rules ("Arbitration Rules") then in effect, provided that:

- a) the place of Arbitration is DELHI;
- b) the language of the arbitration must be English;
- c) the decisions of the arbitral tribunal must be based on general principles of Indian law in vogue. The arbitral tribunal must not award punitive damages. In addition, the arbitral tribunal must not award interest in excess of the India Inter-Bank Offered Rate then prevailing, and any such interest must be simple interest only.

The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

The arbitral proceedings and any information and documents relating to these proceedings must be regarded as confidential.

**14.4 Dispute resolution not to delay execution of the Works**

Despite any activation of the dispute resolution procedures under Sub-Clause 15.1, the Contractor must continue to execute the Works and its other obligations under or in connection with the Contract.

**14.5 Survival**

This Clause 15 survives the completion, expiry or termination of the Contract.

**15. PRIVILEGES AND IMMUNITIES**

Nothing in or relating to the Contract is deemed a waiver, express or implied, of any of the privileges and immunities whatsoever.

**PARTICULAR CONDITIONS**

**Additional Clauses**

The General Conditions are amended by the inclusion of the following additional conditions:

If nothing is stated, then no additional conditions apply.

Clause	Additional General Condition

## Schedules

### SCHEDULE 1 - SCHEDULE OF DETAILS

Commencement Date (Sub-Clause 1.1)	Date.....
Contract Price (Sub-Clause 1.1)	<b>[If this is a lump sum contract insert the following: “The lump sum amount of [insert the amount in words and figures]”</b>  See the Schedule of Contract Price & Payment for a breakdown of the Contract Price
Contractor’s Representative (Sub-Clause 1.1)	<b>[name, position title and contact details to be inserted ]</b>
Defects Liability Period (Comprehensive Warranty)  (Sub-Clause 1.1)	<b>12 months from the date of <u>Taking Over Certificate</u></b>
Employer’s Representative (Sub-Clause 1.1)	<b>[insert name, position title and contact details]</b>
Project (Sub-Clause 1.1)	
Substantial Completion (Sub-Clause 1.1)	No additional grounds.
Time for Completion (Sub-Clause 1.1)	60 days from the date of issue of Notification of Award (NOA)
Address for Service of Notices and Communications (Sub-Clause 1.5)	<b>Employer</b> <b>Attention: Sanjay Rastogi</b> <b>Strategic Alliance Management Services Pvt. Ltd.</b> <b>B01-03 Vardhaman Diamond Plaza,</b> <b>Community Centre, D.B. Gupta Road,</b> <b>Paharganj, New Delhi 110055</b> <b>Facsimile :: +91-11-26312514</b> <b>Contractor :</b> Attention: <b>[to be inserted ]</b> Position title: <b>[to be inserted ]</b> Address: <b>[to be inserted ]</b> Facsimile Number: <b>[to be inserted ]</b> Email Address: <b>[to be inserted ]</b>

Time(s) for access to and possession of site (Sub-Clause 2.1)	<b>Date</b> .....
Amount of Bank Guarantee for Performance (Sub-Clause 4.4)	The amount of the Bank Guarantee for performance to be provided under Sub-Clause 4.4 is the amount equal to <b>10%</b> of the Contract Price. The initial validity of the performance security shall be at least more than two months of warranty period.
Additional Employer's Risks (Sub-Clause 6.1)	If Site is not ready.
Time for Programme Submission (Sub-Clause 7.2)	Within 14 days from the Commencement Date
Delay Damages for failure to complete the Works within the Times for Completion (Sub-Clause 7.4)	<b>Whole of the Works</b> 0.05% of the total contract amount per day subject to a maximum of 10% of the contract value.
Cumulative Amount of Delay Damages (Sub-Clause 7.4)	10%
Percentage of Plant & Materials (Sub-Clause 11.2)	Nil
Percentage deduction for Retention (Sub-Clause 11.4)	Nil
Currencies of payment (Sub-Clause 11.8)	Payments will be made in INR only.
Insurance Details (Sub-Clause 14.2)	<b>[insert insurance requirements and amounts]</b>
Senior Representatives (Sub-Clause 15.1)	<b>Employer:</b> Sanjay Rastogi, Director Strategic Alliance Management Services Pvt. Ltd. B01-03 Vardhaman Diamond Plaza, Community Centre, D.B. Gupta Road, Paharganj, New Delhi 110055  <b>Contractor:</b> <b>[insert name, position title and contact details]</b>
Arbitration (Sub-Clause 15.3)	The place of the hearing shall be Delhi

## **SCHEDULE 2- SCHEDULE OF WORKS**

### **LIST OF WORKS (SITE DETAILS) & SCHEDULING**

As per Sub sections A, B and C of SECTION IV of ITB

### **SCHEDULE 3 - SCHEDULE OF CONTRACT PRICE**

For example:

1. Contract Price

[If this is a lump sum contract, insert the lump sum amount and include the clearest breakdown of the Contract Price. This may be in tabular form. ]

2. Bill of Quantities

## SCHEDULE 4 - SCHEDULE OF PAYMENT

### Applications for Final Payments

Sl. No.	Suggested milestones for TB Containment Lab establishment	Project activity in brief	Payment Slab	Documents to be submitted for processing the payment
1	Approval of work completion Report by FIND along-with related document	<b>Validation &amp; Handover:</b> Visit by FIND's Technical Representative(s) to ensure all the activities are completed as per checklist & Specification in coordination with Lab's Representative .If anything pending during that visit, Agency needs to complete the activity and it will be verified by FIND Technical representative and Lab onsite	100%	Copy of /Satisfactory work completion report and letter issued by Lab in-Charge.
	<b>Total</b>		<b>100%</b>	



## SCHEDULE 6 - SCHEDULE OF SECURITY

### BANK GUARANTEE FOR PERFORMANCE [On the letterhead of the Bank]

Date: [insert]

To:

Director  
Strategic Alliance Management Services Pvt. Ltd.  
B01-03 Vardhaman Diamond Plaza, Community Centre, D.B. Gupta Road, Paharganj, New  
Delhi 110055

Dear [insert]

#### [insert works title] Construction Contract - Bank Guarantee for Performance

You entered into a contract dated [insert date] with [insert] ("**Contractor**") titled [insert contract title] Construction Contract for the [insert name of the project] for certain works and services ("**Works**") to be undertaken by the Contractor ("**Contract**").

We, [insert Bank], irrevocably and unconditionally undertake with you that whenever you give written notice to us stating that in your sole and absolute judgment the Contractor has failed to observe or perform any of the terms, conditions or provisions of the Contract on its part to be observed or performed, we will, notwithstanding any objection which may be made by the Contractor and without any right of set-off or counterclaim, immediately pay to you or as you may direct such an amount as you may in such notice require not exceeding the sum equivalent to **10 %** of the Accepted Contract Amount ("**Guaranteed Sum**").

This Bank Guarantee for Performance ("**Guarantee**") is valid and will continue to be valid from the date of this letter for the Guaranteed Sum till [insert date]. This Guarantee will automatically become null and void by the end of this validity period.

Any payment by us in accordance with this Guarantee must be in INR or immediately available and freely transferable **currency** free and clear of and without any deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, set off, counterclaims, deductions or withholdings of any nature whatsoever and by whomever imposed.

Our obligations under this Guarantee constitute direct primary, irrevocable and unconditional obligations, do not require any previous notice to or claim against the Contractor and will not be discharged or otherwise prejudiced or adversely affected by any:

- time, lenience or tolerance which you may grant to the Contractor;
- amendment, modification or extension which may be made to the Contract or the Works executed under the Contract;
- intermediate payment or other fulfilment made by us;
- change in the constitution or organisation of the Contractor; or
- other matter or thing which in the absence of this provision would or might have that effect, except a discharge or amendment expressly made or agreed to by you in writing.

This Guarantee may not be assigned by you to any person, firm or company other than an Affiliate, without our prior written consent, which must not be unreasonably withheld. You must notify us in writing of any assignment, after which we must make any payment claimed under this Guarantee to the person, firm or company specified in the notice which will constitute a full and valid release by us in relation to that payment.

Any notice required by this Guarantee is deemed to be given when delivered (in the case of personal delivery) or forty-eight (48) hours after being despatched by prepaid registered post or recorded delivery (in the case of letter) or as otherwise advised by and between the parties.

We agree that part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our abilities under this Guarantee without notice to us and without the necessity of any additional endorsement, consent or guarantee by us, provided, however, that the Guaranteed Sum does not increase or decrease.

No action, event or condition which by any applicable law may operate to free us from liability under this Guarantee will have any effect. We waive any right we may have to apply such law so that in all respects our liability under this Guarantee will be irrevocable and, except as stated in this Guarantee, unconditional in all respects.

Capitalised words and phrases used within this Guarantee have the same meanings as are given to them in the Contract.

This Guarantee is governed by the Uniform Rules for Demand Guarantees, ICC Publication No. 758, provided that the supporting statement under Article 15 (a), and Articles 34 and 35 are excluded. Any disputes arising out or in connection with this Guarantee, or the breach, termination, or invalidity thereof will be referred to and finally resolved by arbitration in accordance with the UNCITRAL Arbitration Rules then in effect, the language of the proceedings being English.

Nothing in or relating to this Guarantee shall be deemed a waiver, express or implied, of any of the privileges and immunities whatsoever.

IN WITNESS of which the [*insert Bank*] has duly executed this Guarantee on the date stated above.

<b>SIGNED</b> by [ <i>insert</i> ]	)	
as attorney for [ <i>insert</i> ]	)	
under power of attorney dated	)	
[ <i>insert</i> ]	)	
in the presence of	)	
	)	
.....	)	
Signature of witness	)	
	)	
.....	)	.....
Name of witness (block letters)	)	By executing this agreement the
.....	)	attorney states that the attorney has
Address of witness	)	received no notice of revocation of the
.....	)	power of attorney
Occupation of witness	)	

**Address for notices**

[*insert address*]

**(C). Contract Programme Requirements [this section is to set out the programme requirements consistent with the general conditions. An example is provided below - amend as required:]**

Within 21 days after the Date of the Contract, the Contractor must submit to the Employer's Representative a draft Contract Programme incorporating all timing requirements of the Contract, in accordance with Sub-Clause 8.3 of the General Conditions. Upon approval and certification by the Employer's Representative, the draft Contract Programme, or resubmission thereof, will become the Contract Programme.

The draft Contract Programme must be in such form and detail as the Employer's Representative requires and shall contain as a minimum:

1. the order in which the Contractor proposes to carry out the Works;
2. the time limits within which submission of any Contractor's Documents are required under the Contract; and

The Contract Programme must be prepared in sufficient detail to ensure the adequate planning, execution and monitoring of the Works. The networked activities must be detailed enough to provide a meaningful measurement tool for progress of works. For this purpose, with the exception of approval cycles and the procurement of material, no activity can have a duration of more than 28 days.

The Contract Programme shall be resource loaded and include material, plant and labour. The labour resource assignment shall be further broken down to clearly identify types (trade and/or discipline) and number of resources allocated to an activity.

The Contract Programme must include a detailed CPM logic linked network with activity durations and resource allocations. Negative lags and/or SF (start – finish) relationships are not to be used in developing the Contract Programme.

The Contract Programme will be prepared in electronic format using a recognised computer programme or as otherwise directed by the Employer's Representative.

The Contract Programme will be coded as such to identify the work packages within the scope of work and each ID will be in a format approved by the Employer's Representative. Additionally, the Contract Programme will also identify the life-cycle phases of the work to be carried out i.e. Procurement, Construction, Commissioning & Handover.

The Contract Programme must be accompanied by and/or detail:

1. a programme narrative that describes the inclusions and assumptions made in preparing the Contract Programme;
2. a general description of the arrangements and methods which the Contractor proposes to adopt for carrying out the Works;
3. the critical path for the Works and a complete critical path analysis for the execution of the Works which must show clearly the links between activities and the float times available within the Contract Programme and the earliest start/earliest finish and latest start/latest finish times for each and every activity;
4. Details, and durations on Site, of the resources proposed to achieve the Contract Programme;
5. A manpower (resource) histogram detailing cumulative and monthly volumes by trade for the duration of the Works;
6. A detailed cash flow estimate, in quarterly periods, of all payments to which

- the Contractor may be entitled under the Contract;
7. An overall planned performance monetary s-curve based upon the approved Contract Programme; and
  8. A schedule of all submittals and material procurement activities, including time for submittals, re-submittals and reviews and time for any fabrication and delivery of manufactured products and samples. The interdependence of procurement and construction activities must be included in this schedule.

### **SUBMISSIONS**

All programme submissions by the Contractor are to include:

1. 3 coloured hard copies, plus
2. 1 full copy in native electronic format on CD.

### **CALENDARS**

All programmes shall be developed using appropriate calendars that reflect the intended method of working, public holidays, etc. The standard calendars to be used are:

1. Calendar 1 – Eight (8) hour day, Five (5) day work week, Saturday and Sunday non-working days and include public holidays. The start day for the calendar is Sunday. This calendar should generally be applied to all non-construction activities related to procurement, government and/or other approvals, etc.
2. Calendar 2 – Ten (10) hour day, Six (6) day work week, Sunday non-working day and include public holidays. The start day for the calendar is Saturday. This calendar will be applied to a majority of construction activities.

All other non- standard calendars that need to be used to reflect the intended method of work are to be identified and highlighted in any programme submission and will be subject to the Employer's Representative's approval.

## SCHEDULE 9 - SCHEDULE OF KEY PERSONNEL

The Contractor's Key Personnel for the Project are:

<b>Sl. No.</b>	<b>Position Description</b>	<b>Name</b>
1	<i>[insert position description]</i> <i>[for example: Safety Manager, Quality control Manager, Environmental Manager, Site Manager, Site Foreman.]</i>	<i>[insert name]</i>
2	<i>[insert position description]</i>	<i>[insert name]</i>
3	<i>[insert position description]</i>	<i>[insert name]</i>
4	<i>[insert position description]</i>	<i>[insert name]</i>
5	<i>[insert position description]</i>	<i>[insert name]</i>
6	<i>[insert position description]</i>	<i>[insert name]</i>
7	<i>[insert position description]</i>	<i>[insert name]</i>
8	<i>[insert position description]</i>	<i>[insert name]</i>
9	<i>[insert position description]</i>	<i>[insert name]</i>
10	<i>[insert position description]</i>	<i>[insert name]</i>

## **Schedule 10 - SCHEDULE OF FORMS OF CERTIFICATES**

- (A) Form of Final Completion Certificate
- (B) Form of Final Payment Certificate

**(A) FORM OF TAKING-OVER CERTIFICATE**

[ON LAB/SITE OFFICIAL LETTERHEAD]

[insert Date]

Contractor's Representative

[Address]

**TAKING-OVER CERTIFICATE**

Dear [insert]

[insert works title] Construction Contract ("Contract")

[insert name of the development]

We refer to Clause 8.2 of the Contract.

We advise you that on [insert date] the Works, or a Section or part of the Works as specified below, were completed to a stage ready to be Taken Over by the Purchaser in accordance with the Contract.

The works to which this Taking-Over Certificate relates are:	
--	--

By signing this Taking-Over Certificate, the Purchaser acknowledges and accepts that the Works, or the Section or part of the Works specified above, were completed, including the matters described in Clause 7 [Time for Completion], and Taken Over by the Purchaser in accordance with the Contract on [insert date].

This Taking-Over Certificate is executed by an official representative duly authorised to bind the Employer.

This Taking-Over Certificate does not relieve you from any of your unperformed or continuing warranties, obligations or liabilities under or in connection with the Contract or at law, including the remedying of all defects.

Yours sincerely

.....

[insert]

Employer's Representative

**(B) FORM OF FINAL COMPLETION CERTIFICATE**

[ON LAB/SITE OFFICIAL LETTERHEAD]

[*insert Date*]

Contractor's Representative

[*Address*]

**FINAL COMPLETION CERTIFICATE**

Dear [*insert*]

[*insert works title*] **Construction Contract ("Contract")**

[*insert name of the development*]

We refer to Sub-Clause 9.3 of the Contract.

We advise that on [*insert date*] you have completed your obligations under the Contract to a stage ready for the Final Completion Certificate to be issued by the Purchaser in accordance with the Contract.

By signing this Final Completion Certificate, the Purchaser acknowledges and accepts that your obligations under the Contract have been completed to a stage ready for the Final Completion Certificate to be issued by the Employer.

This Final Completion Certificate is executed by an official representative duly authorised to bind the Employer.

This Final Completion Certificate does not relieve you from any of its unperformed or continuing warranties, obligations or liabilities under or in connection with the Contract or at law.

Yours sincerely

.....

[*insert*]

Employer's Representative



**(B) FORM OF FINAL PAYMENT CERTIFICATE**

[ON SAMS LETTERHEAD]

[*insert Date*]

Contractor's Representative  
[**Address**]

**FINAL PAYMENT CERTIFICATE**

Dear [*insert*]

*insert works title*] **Construction Contract ("Contract")**

[*insert name of the development*]

This Final Payment Certificate is issued pursuant to Clause 11.7 of the Contract.

Date of Final Statement applying for a Final Payment Certificate:

Total amount claimed in the Final Statement: INR

Value of all work done in accordance with Contract: INR

Any additional amount that the Contractor is entitled to under the Contract: INR

Amount to be deducted for all prior payments made by the Purchaser to the Contractor: INR

Total of the amount due for payment to [the Contractor by the Employer [the Purchaser by the Contractor]: INR

Yours sincerely

.....

[*insert*]

Employer's Representative

<b>Subcontract Works</b>	<b>Permitted Subcontractors</b>
<i>[insert description]</i>	<i>[insert ]</i>

For all other subcontract works not listed above, the Contractor must obtain the Employer's prior written consent before engaging a subcontractor to execute such parts of the Works.

If no subcontractors are listed above, then no Permitted Subcontractors apply and the Contractor must obtain the Employer's prior written consent before subcontracting any part of the Works.

## Chapter VI– Other Standard Form

### Bid Security in Form of Bank Guarantee

Whereas \_\_\_\_\_ (hereinafter called the “Bidder”) has submitted its bid dated \_\_\_\_\_ for the services \_\_\_\_\_ (hereinafter called the “bid”) against the Client’s Bid Ref. No. \_\_\_\_\_ Know all persons by these presents that we \_\_\_\_\_ of \_\_\_\_\_ (Hereinafter called the “Bank”) having our registered office at \_\_\_\_\_ are bound unto \_\_\_\_\_ (hereinafter called the “Employer) in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. The conditions of this obligation are:

- (1) If the Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this bid.
- (2) If the Bidder having been notified of the acceptance of his tender by the Client during the period of its validity:-
  - a) fails or refuses to furnish the performance security for the due performance of the contract.
  - or
  - b) fails or refuses to accept/execute the contract.
  - or
  - c) if it comes to notice that the information/documents furnished in its bid is incorrect, false, misleading or forged

We undertake to pay the Client up to the above amount upon receipt of its first written demand, without the Client having to substantiate its demand, provided that in its demand the Client will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period 180 days after due date of opening of technical bids and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
(Signature of the authorised officer of the Bank)

\_\_\_\_\_  
Name and designation of the officer

\_\_\_\_\_  
Seal, name & address of the Bank and address of the Branch