



United Nations • Educational, Scientific and • Cultural Organization •

क्षेत्रीय जैव प्रौद्योगिकी केन्द्र Regional Centre for Biotechnology

ई-निविदा दस्तावेज

E-TENDER DOCUMENT

राष्ट्रीय राजधानी क्षेत्र बायोटेक विज्ञान क्लस्टर, फरीदाबाद में भारतीय जैविक डाटा केंद्र (आईबीडीसी) भवन में इलेक्ट्रिकल और नेटवर्क केबलिंग की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग (एसआईटीसी) कार्य।

Supply, Installation, Testing & Commissioning (SITC) of Electrical and Network cabling work in Indian Biological Data Centre (IBDC) building at NCR Biotech Science Cluster, Faridabad.

> (निविदा संख्या: आईबीडीसी/04-01/01/एनआईटी-19/2021-22) (Tender No.: IBDC/04-01/01/NIT- 19/2021-22)

> > कार्यपालक निदेशक, आरसीबी की ओर से On behalf of Executive Director, RCB



<u>ई-नोटिस निविदा आमंत्रित</u>

e-NOTICE INVITING TENDER

Tender No. : IBDC/04-01/01/NIT-19/2021-22 Date: 03/02/2022

1.0 निविदा सूचना /TENDER NOTICE

राष्ट्रीय राजधानी क्षेत्र बायोटेक विज्ञान क्लस्टर, फरीदाबाद में भारतीय जैविक डाटा केंद्र (आईबीडीसी) भवन में इलेक्ट्रिकल और नेटवर्क केबलिंग की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग (एसआईटीसी) कार्य के लिए प्रतिष्ठित ठेकेदारों / आपूर्तिकर्ता से दो-बोली प्रणाली (तकनीकी बोली और वित्तीय बोली) के तहत अनुसूची, विनिर्देशों और इस निविदा दस्तावेज में उल्लिखित नियमों और शर्तों के अनुसार कार्यपालक निदेशक, आरसीबी की ओर से ऑनलाइन निविदाएं आमंत्रित की जाती हैं।

Online tenders are invited on behalf of the Executive Director, RCB under Two-Bid System (Technical bid and Financial bid) from reputed Contractors/Supplier for **Supply**, **Installation, Testing & Commissioning (SITC) work of Electrical and Network cabling in Indian Biological Data Centre (IBDC) building at NCR Biotech Science Cluster**, 3rd Milestone, Faridabad-Gurgaon Expressway, Faridabad-121001 (Haryana) as per schedule, specifications and as per the terms and conditions mentioned in this tender document.

ऑफ लाइन / फिजिकल बोलियां स्वीकार नहीं की जाएंगी और किसी भी आधार / कारण पर किसी अनुरोध पर विचार नहीं किया जाएगा

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

वेब साइट यूआरएल :	https://dbt.euniwizarde.com/, https://rcb.res.in
Web site Url :	https://dbt.euniwizarde.com/, https://rcb.res.in
	क्षेत्रीय जैवप्रौद्योगिकी केंद्र, राष्ट्रीय राजधानी क्षेत्र बायोटेक विज्ञान
पता:	समूह, तीसरा माइलस्टोन, फरीदाबाद–गुरुग्राम एक्सप्रेसवे,
	फरीदाबाद, हरियाणा
	Regional Centre for Biotechnology, NCR Biotech
Address:	Science Cluster, 3 rd Milestone, Faridabad-Gurugram
	Expressway, Faridabad - 121001, Haryana
संपर्क विवरण	कार्यपालक अभियंता, RCB 0129-2848810, 2848800
Contact Details	Executive Engineer, RCB 0129-2848810, 2848800
काम का नाम	इलेक्ट्रिकल और नेटवर्क केबलिंग की आपूर्ति, स्थापना, परीक्षण और
	कमीशर्निंग (एसआईटीसी) कार्य
Name Of Work	Supply, Installation, Testing & Commissioning (SITC)
	work of Electrical and Network cabling
अनुमानित राशि	लगभग ₹ 31.70 लाख

Estimated Amount	Approx. ₹ 31.70 Lacs
बयाना पैसा	शून्य
	स्व−हस्ताक्षरित घोषणा को प्राधिकृत हस्ताक्षरकर्ता द्वारा लेटरहेड
	पर प्रारूप के अनुसार प्रस्तुत किए जाने की आवश्यकता है ।
Earnest Money	NIL
	Self-Signed Declaration needs to be submitted as per
	format on letterhead by authorized signatory.
<u>निविदा</u> शुल्क	शून्य
Tender Fee	NIL
निविदा प्रसंस्करण शुल्क	ई-निविदा पोर्टल पर उल्लिखित शुल्कों के अनुसार (न्यूनतम
	₹750/- अधिकतम ₹ 7500/- निविदा मूल्य का 0.1% की दर से
	+ लागू जीएसटी @ 18%)
Tender Processing fees	As per charges mentioned on e-Tender portal
	(minimum ₹750/- up to maximum ₹7500/- @ 0.1% of
	the tender value+ applicable GST @18%)
निविदा अपलोड करने की तिथि	
Tender Uploading Date	03.02.2022
प्री-बिड मीटिंग की तिथि	
Date of Pre-bid meeting	07.02.2022 Time 12:00 Hrs
निविदा समापन तिथि और समय	
Tender Closing Date & Time	11.02.2022 Time 15:00 Hrs
तकनीकी बोली खोलने की तिथि	
Date of Opening of Technical	11.02.2022 Time 15:30 Hrs
bid	
वित्तीय बोली खोलने की तिथि	तकनीकी योग्य बोलीदाताओं को बाद में अधिसूचित किया जाएगा।
Date of Opening of Financial	Will be notified to the technical qualified bidders later.
bid	

2.0 QUALIFICATION CRITERIA

- The Tenderers must be Electrical contractor and should have completed work of Electrical and Networking cabling work in Govt./PSUs/ Autonomous bodies or reputed private organization engaged in R&D in Life Sciences / Reputed Hospital at least for last seven years supported by documentary evidence and must have among list of big clients, at least three clients of value of not less than ₹12.68 lakhs may be submitted.
- 2. The tenderer should have at least;
 - a) One similar completed work, costing not less than an amount of ₹25.36 lacs OR
 - b) Two similar completed work, costing not less than an amount of ₹19.02 lacs OR
 - c) Three similar completed work, costing not less than an amount of $\frac{12.68 \text{ lacs}}{12.68 \text{ lacs}}$
- 3. **"Similar work" means**, Electrical & Networking cabling work in any of the organizations as stated above at Sl No1.
- 4. Annual average financial turn over should be at least **₹12.50 lacs** during the immediate last 3 consecutive financial years.
- 5. Only those who hold valid registration / electrical license required for execution of similar nature of works, valid in Haryana, shall be eligible to bid in response to NIT. Photocopy of such registration / license duly signed and stamped by Bidder/ Agency must be submitted along with the Eligibility bid.
- 6. Agency must have its Service Centre/ office in Delhi NCR.
- 7. Even though the applicants meet the above criteria, they are subject to be disqualified if they have:
 - i) Made misleading or false representation in the form, statement and attachments submitted in and or
 - ii) Record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc.
 - iii) Found to have been black listed in any other works.

3.0 Registration Process

1. Bidders to enroll on the e-Procurement module of the portal <u>https://dbt.euniwizarde.com</u> by clicking on the link "Bidder Enrollment". Enrolment on the e-wizard Portal is free of charge.

- 2. The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal.
- 3. Bidders to register upon enrolment their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- 4. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. Foreign bidders are advised to refer "DSC details for Foreign Bidders" for Digital Signature requirements on the portal.
- 5. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

4.0 Tender Documents Search

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

5.0 Bid Preparation

- 1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- 3. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 4. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 5. Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm / agency etc.
- 6. Experience Certificates for three or more similar works in last 07 years.
- 7. Copy of PAN Card / GST Registration.
- 8. Annual average Turnover of the agency should be more than ₹ 12.50 Lac per annum since last three years.
- 9. Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant
- 10. Earnest Money Deposit: The bidder will be required to submit declaration in prescribed format on letterhead duly signed by authorised signatory.
- 11. EMD Fee are exempted for MSME / NSIC vendors.
- 12. Tender **processing fee has to be paid by all the vendors** as this fee is being charged by the Online Portal service provider directly.
- 13. The bidder should must have their registered office/ branch/ service Centre in Delhi-NCR.
- 14. Specification: The Contractor must confirm in writing that the goods supplied & installed by them shall be as per specification of goods and in case of any variation, the contract shall be liable to cancel immediately.

6.0 <u>Bid Submission</u>

- 1. Bidder to log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3. Bidder to select the payment option as Online" to pay the tender fee/ EMD wherever applicable and enter details of the instrument.
- 4. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
- 5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- 6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- 7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

7.0 Assistance to Bidders

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

GENERAL CONDITIONS OF CONTRACT

INSTRUCTIONSTO BIDDERS

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

Engineer in-charge

Signature of tenderer with seal & date

GENERAL CONDITIONS OF CONTRACT

CONTRACT DOCUMENT

- 1 The terms 'Contract document' means the Notice Inviting Tender, Tender form, Instructions to bidders, Special Conditions, General Conditions of Contract, Specifications, Price Schedule and Drawings and Articles of Agreement.
- 2 "RCB" shall mean Regional Centre for Biotechnology with its present office at 2nd Mile Stone Faridabad - Gurgaon Expressway Haryana 121001.
- 3 The Contractor shall mean the sole proprietor, or firm or company whether incorporated or not, undertaking the works and shall include the legal representative or such individual successors, heirs, administrators or assignees of such sole proprietor, firm or company, as the case may be or the persons composing such firm or company of the successors of such firm or company and the permitted assignees of such individual or firms or company.
- 4 Engineer-in-charge shall mean the Executive Engineer RCB or an officer designated by the Executive Director, RCB who shall supervise and shall be in charge of the work, and issue necessary instructions at site, on behalf of RCB.
- 5 Contractor shall strictly conform to the specification, price schedule, general and special terms and conditions, if any, and any other matter contained in the tender documents issued by the RCB.
- 6 Failure of the successful contractor to lodge the required performance guarantee shall constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security, in which event the RCB may make the Award to the next lowest evaluated tenderer or, if there are no other tenderer, call for new bids.
- 7 In the event of breach of contract by the contractor, the performance guarantee will liable to be forfeited by RCB.
- 8 The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfilment of his contract, an amount equal to 5% of the actual work done value. The Security deposit will be collected by deductions from each running bills as well as final bill of the contractor at the rates mentioned above.
- 9 The Security Deposit will be released after the expiry of the Defects Liability Period of work (i.e. 12 Months) subject to satisfactory fulfilment of its obligations by the contractor under the work.

TIME FOR COMPLETION OF CONTRACT

Time for completion of total work shall be 60 Days from the date of award of work.

TIME AND EXTENSION FOR DELAY

- 1. If in the opinion of the Engineer-in-Charge the works is delayed by:
 - a. Force majeure.

- b. Reasons of civil commotion, location combination of workers on strike or lock-out affecting any of the building trades.
- c. In consequence of the contractor for not having received in due time necessary instructions from the Engineer-in-charge for which he shall have specifically applied in writing.
- d. Reasons of Engineer-in-charge instruction

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

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

COMPENSATION FOR DELAY

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

TECHNICAL SPECIFICATIONS AND STANDARDS

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

Agency is submit single line diagram after issue of work order within 07 working days and before commencement of work.

WORK OPEN TO INSPECTION

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

INSPECTION, TESTING AND QUALITY CONTROL

- 1. RCB and/or its nominated representative(s) will, inspect and/or test the work / material to confirm their conformity to the tender specification at no extra cost to the RCB. The Inspection Authority to be designated by the RCB shall specify what inspections and tests are required and where they are to be conducted. The RCB shall notify the contractor in writing in a timely manner of the identity of any representatives retained for these purpose. All work / material shall be tested as stipulated in the latest specification of, Govt. /institutes.
- 2. The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s) or at the point of delivery. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the Inspectors at no charge to the RCB.
- 3. The representative of Centre shall inspect or test the items, which fail to conform to the specifications. The RCB may reject such items and the tenderer shall replace the rejected items, at no cost to the RCB, within a stipulated time period.
- 4. The RCB's right to inspect, test and where necessary, reject the items after its arrival at the final destination shall in no way be limited or waived by reason of the items having previously been inspected, tested and passed by RCB or its representatives.
- 5. Nothing shall in any way release the tenderer from Guaranty or other obligations under the contract.
- 6. The RCB shall be the final authority to reject full or any part of the item which is not conforming to the specifications and other terms & conditions.
- 7. No payment shall be made for rejected items. Rejected items must be removed by the contractor within one weeks of the date of rejection at their own cost and replace immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the contractor without any further notice.

GUARANTEE CLAUSE

- 1 The contractor shall guarantee that all the material and components supplied and installed by him shall be free from defects due to faulty, material or workmanship.
- 2 The charge and any shortcomings found in the materials as specified shall be removed at no extra cost. The contractor shall provide the necessary personnel and tools for fulfilling the above guarantee. Period of the guarantee shall be 12 months from the date of handing over the complete installations to RCB. During this period any or all components found to be defective shall be replaced or repaired free of cost.
- 3 If the defects are not removed within a reasonable time the RCB may arrange to do at the contractor's risk and cost, without prejudice to any other rights.
- 4 The service during DLP should be provided directly by the tenderer or his authorized agent whose details shall be provided to the RCB/consignee within one month from the date of award of contract.

PRICE FALL CLAUSE

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

In case of increase in market prevailing prices of the materials if claimed by the supplier, no price escalation will be payable.

PERFORMANCE SECURITY DEPOSIT: -

The successful tenderer will have to deposit, within 10 days from issue of Work order, the performance security deposit of <u>@ 5% of tender amount</u> in the form of Demand Draft/ Banker's cheque/ BG of any scheduled bank drawn in favor of "Executive Director, Regional Centre for Biotechnology" payable at Faridabad, valid up 60 days beyond stipulated date of completion. General condition of contract of CPWD, regarding performance guarantee would apply.

Security Deposit: Security deposit @10% would be deducted from running bills and final bill. Security deposit will be released after end of successful Defect liability Period

Defect Liability Period: Defect Liability Period of one year, which will reckon from date of Completion of work.

BID SECURITY (EMD):

- EMD Fee are exempted for MSME / NSIC vendors etc. however Tender processing fee has to be paid by all the vendors as this fee is being charged by the Online Portal service provider directly
- 2. Agency should be must submit Undertaking for EMD declaration by authorised signatory on letterhead as per format at **Annexure-I**.
- 3. In case of non-submission declaration for Bid Security (EMD) the tender would be rejected of agency

OTHER CONDITION TO BE ADHERE BY TENDERER

- I. The work is to be carried out as per the specifications in the tender and relevant standards of CPWD.
- II. The material should be got approved before start of work and open to site inspection
- III. The contractor shall clear the site after completion of work in all respects.
- IV. All the material used shall be one of the stipulated makes as per approved list of material.
- V. The contractor shall comply with safety codes for Fire precaution, health requirement, scaffolds & ladders etc.
- VI. No T & P shall be issued by RCB.
- VII. All dismantled material for which credit is not being given in the tender shall be handed over to the site engineer stored at proper place.
- VIII. Contractor shall be fully responsible for safety of his workers and in case of any accident / mishap the entire responsibility shall be on the contractor.
 - IX. The work shall be executed without any loss / damage to the RCB's properties.
 - X. The picture provided in the specification is for illustration purposes only and not to scale.

<u>RISK: -</u>

In the event of the Bidder/ Supplier's/service provider fails to provide the ordered services as per the contract the RCB reserves the right to procure the services from any other source at the Bidder's risk and cost and the difference in cost shall be borne by the Bidder. Such cost shall be recovered from the bill of the agency. Further, the RCB retain the right to take any other action(s) as deemed fit.

<u>IURISDICTION: -</u>

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference, if the same had been the subject matter of a suit, any and all actions and proceeding arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil jurisdiction in this behalf at New Delhi and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

ARBITRATION

Any dispute or controversy arising out of or in connection with the Agreement including any question regarding its existence, validity or termination which cannot be settled amicably by and between the Parties, may be referred by the Parties to be settled by arbitration in accordance with Arbitration & Conciliation Act, 1996 and its rules which are deemed to be incorporated by reference to this clause, for the time being in force. The arbitral tribunal shall consist of a sole arbitrator appointed unanimously by the Parties in accordance with the said rules or where unanimous decision cannot made, each party shall appoint one arbitrator and the appointed arbitrators shall appoint a sole arbitrator on mutual consent. The Parties agree that any arbitration proceedings shall be instituted and heard in Delhi. The language of the arbitration shall be English. The cost of arbitration shall be borne equally between the Parties and the prevailing Party shall be entitled to recover the same from the other.

NOTICES

Any notice, request, or consent sought pursuant to the tender shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by speed post, email, or facsimile to such Party i.e. the Centre or Bidder.

TERMINATION

The Institute may terminate the Contract, by not less than thirty (30) days' written notice of termination to the Bidder/Agency, to be given after the occurrence of any of the events specified in paragraphs (i) to (iii) of this Clause and sixty (60) days' in the case of the event referred to in (iv) below:

- i. if the Bidder/Agency fails to meet the performance obligations under the Contract.
- ii. If the Bidder/Agency becomes insolvent or bankrupt;
- iii. If the Bidder/Agency, in the judgment of the Centre has engaged in corrupt or fraudulent practices in competing or in executing the Contract.
- iv. If as a result of Force Majeure, the Bidder/Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

FOR THE PURPOSE OF THIS CLAUSE:

- i. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- ii. "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Purchaser.

Exclusive Right of the Executive Director, Regional Centre for Biotechnology,

The Executive Director, Regional Centre for Biotechnology, Faridabad, has full and exclusive right to accept or reject any bid or tender and / or withdraw the work order without assigning any reasons, whatsoever.

2.

Signature of the Bidder/ Agency with stamp

Witnesses: -

1.

<u>Technical Bid</u> Tender No.- IBDC/04-01/01/NIT-19/2021-22 <u>Check List of Certificates/ Documents required to be submitted in the Technical Bid</u>

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

S. No	Document	Document Description			
	uploaded as		Compliance		
			(Yes/No) &		
			Page No		
1.	Annexure-I,	Undertaking for EMD declaration by authorized			
	Annexure-I A	signatory on letterhead			
2.	Annexure-II	Undertaking for adherence & acceptance to all			
		Tender Terms and conditions and Two-Bid			
		System. (Non-violation of Two-Bid System)			
3.	Annexure-III	Fall clause declaration			
4.	Annexure-IV	Non-black listing declaration			
5.	Annexure-V	 Average annual financial turn over should be not be less than Rs 11.0 Lac during the immediate last 3 consecutive financial years. The bidder shall have minimum solvency of ₹12.68 Lakhs. Solvency certificate from the 			
6.	Annexure-VI	Bidder's Banker shall be submitted. The Firm/office/service Centre in Delhi-NCR (Address proof) with Copy of PAN and GST registration certificate			
7.	Annexure-VII	Experience of completion of projects of similar nature & complexity			
8.	Annexure- VIII	Submission of certificate having visited the site to access the scope of work.			
9.	Annexure-IX	Make of Spare parts and technical specification.			

Note:- Bidders will be ensure all technical bid documents clubbed sequentially in one PDF file and mention the file name as "Technical Bid documents"

In case of incomplete filled criteria/documents, the bidder will be disqualified in the technical bid.

Annexure- I

BID SECURITY DECLARATION

(on letter head of the firm)

To be uploaded on e-Wizard Portal

Tender No.- IBDC/04-01/01/NIT-19/2021-22

I/We hereby undertake that we will abide by the terms and conditions of the bid document. If I/We withdraw or modify our bids during the period of validity, I/We shall be liable to be suspended/debarred from participating in the present bid and in any bid of Government Organization for the period of One Year.

(Signature of Authorized Representative with seal and stamp

(To be submitted on Company Letter Head)

Additional information of the Bidding Agency duly signed by the bidder or authorized representative of the bidder as per the Performa

- 1. Tender Enquiry No. **IBDC/04-01/01/NIT-19/2021-22** Due for opening on:
- 2. Name & Address of Bidder:-

Please indicate

- 3. Details of Bank Account of the bidder/Agency.
 - i) Name of the Bank
 - ii) Address of the Branch
 - iii) Phone number
 - iv) IFS Code No.
 - v) Bank Account No.
 - vi) Type of Account
- 4. Business Name and constitution of the firm. Is the firm registered under?
 - i) Copy of GST Registration Certificate
 - ii) The Indian Companies Act, 1956
 - ii) The Indian Partnership Act, 1932
 - iii) Any act, if not, who are the owners. (Please give full Names and Address)
- 5. For partnership firms state whether they are registered or not registered under Indian Partnership Act. 1932. Should the answer to this question by a partnership firm be in the affirmative please state further:
 - i) Whether by the partnership agreement authority to refer disputes.
 - ii) concerning the business of the partnership to arbitration has been conferred on the Partner who has signed the tender
 - iii) If the answer to (a) is in the negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed he tender to refer dispute concerning business of the partnership to arbitration\

Signature of witness

Signature of Bidder

Full Name and Address of Witness

Full name & address of the Person signing (In BLOCK LETTER)

Whether signing as Proprietor/ Partner / Constituted Attorney / duly authorized by the company

Page **18** of **34**

TENDER ACCEPTANCE LETTER

(To be submitted on Company Letter Head).

Tender Reference No: **IBDC/04-01/01/NIT-19/2021-22** Date 31.01.2022

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

SUB: Acceptance of Terms & Conditions of Tender.

Name of Work: Supply, Installation, Testing & Commissioning (SITC) work of Electrical and Network cabling at IBDC.

Dear Sir,

- I / We have downloaded / obtained the tender document(s) for the above mentioned `Tender/Work' from the web site(s) namely: www.rcb.res.in, https://dbt.euniwizarde.com as per your NIT / advertisement, given in the abovementioned website(s).
- I / We hereby certify that I / We have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedules(s), etc.), which form part of the contract agreement and I / We shall abide hereby by the terms / conditions/ clauses contained therein.
- 3. The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
- 4. I / We hereby unconditionally accept the tender conditions of above mentioned tender

document(s) / corrigendum(s) in its totality / entirety.

- 5. I/We declare that we have followed two bid system ie we have not disclosed rates in any where in technical bid document.
- 6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bidder terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the fully said earnest money deposit absolutely.

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

Annexure-III

FALL CLAUSE DECLARATION

Ref: File No. IBDC/04-01/01/NIT-19/2021-22 Date: 31.01.2022

Name of Work:Supply, Installation, Testing & Commissioning (SITC) work of
Electrical and Network cabling

This is to certify that we have offered the maximum possible discount to you in our Quotation No. ______ dated _____

The prices charged for the stores supplied under Rate Contract should under no event be higher than lowest prices at which the party sells the items of identical description to any other Govt. organisation/PSU's/Autonomous bodies/Pvt. Organisations during the period of contract failing which the "FALL CLAUSE" will be applicable.

In case, if the price charged by our firm is more, RCB Faridabad will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier.

Seal and Signature of the Bidder

Note: This letter of authority should be on the letterhead of the quoting firm and should be signed by a person competent and having the power of attorney to bind the same.

NON-BLACK LISTING DECLARATION

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

Ref: File No. IBDC/04-01/01/NIT-19/2021-22 Date 31.01.2022

Name of Work:Supply, Installation, Testing & Commissioning (SITC) work of
Electrical and Network cabling

UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

To,

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

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

For -----

Authorised Signatory

Date:

Tender Enquiry No.: - IBDC/04-01/01/NIT-19/2021-22

Financial Year	Annual Turn Over in Indian Rupees as
	per Audited Balance Sheet
2018-19	₹
2019-20	₹
2020-21	₹

FINANCIAL CAPABILITY

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

- 1. Attach copies of audited balance sheets duly certified by the chartered accountant for all three years (**2018-19**, **2029-20 & 2020-21**). Audited Balance sheet should mention the membership number of chartered accountant issued by ICAI along with full address.
- 2. Attach recent solvency certificate from bankers. The certificate should be not more than one-year-old from the date of submission of bid.
- 3. As required by this tender the copies of Documents as per details given below are being submitted:

Details of IT Return: Copy of IT returns of F.Y. - 2018-19, 2019-20 and 2020-21

PAN (Attach a photocopy of PAN Card):

GST Registration No.

Signature and seal of the Authorized Signatory of the bidder

Name & Address with stamp

GENERAL INFORMATIOM

Tender Enquiry No.: - IBDC/04-01/01/NIT-19/2021-22

1.	Name of Firm	
2.	Head office address	
3.	Telephone	Contact No
4.	Fax. No.	Email ID
5.	Place of Incorporation registration	Year of incorporation/registration

Signature and seal of the Authorized Signatory of the bidder

EXPERIENCE OF COMPLETION OF PROJECTS OF SIMILAR NATURE & COMPLEXITY

Tender Enquiry No.: - **IBDC/04-01/01/NIT-19/2021-22**

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

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

NOTE: **Keep adding in the similar manner if the list is longer.** Please attach supporting documents (completion certificates along with order copies) for the above information

- 1. Clients mean the clients presently (on the last day of bid submission) being served by service provider or were serviced in the last seven years.
- 2. Supporting documents in the form of award of work/completion should be submitted.
- 3. Please highlight the clients for which the total tenure of services is more than 3 years continuously. Certificate of continuity of services with all the clients where electrical work been provided for three or more years continuously should also be attached/proof of award of work in continuity to be attached.
- 4. If no proof of award of work, completion of work is submitted, the evaluation committee may make its own judgment and the Bidder/ Agency may be rated poorly on this count in technical evaluation.

Signature and seal of the Authorized Signatory of the bidder

CERTIFICATE FOR SITE INSPECTION

NIT No. IBDC/04-01/01/NIT-19/2021-22

Name of Work - Supply, Installation, Testing & Commissioning (SITC) work of Electrical and Network cabling

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

Address of site: -

OOC/IDBC Building Regional Centre for Biotechnology NCR-Biotech Science Cluster at RCB 3rd mile stone Faridabad - Gurgaon Expressway Faridabad Haryana-121001

Signature of Tenderer with Seal & Date

MAKE OF ITEMS

Tender Enquiry No :- IBDC/04-01/01/NIT-19/2021-22

Sl. No	Items	Make
1.	Electrical Wire	Havells, Finolex, Polycab
2.	FRLS PVC Insulated Copper Conductor Cable	(Isi Marked) Skytone, Finolex, National, Rr Cable, Kei, Plaza, Havels
3.	Modular Switch 15/16 A	Havells, Finolex, Polycab
4.	Modular Socket 6 Pin 15/16 A	Havells, Finolex, Polycab
5.	PVC Conduit & Accessories	Supreme, Finolex, Ashirvad
6.	Copper Conductor	Havells, Finolex, Polycab
7.	Cable Glands (Single/Double Compression)	(ISI Marked) BEC, AKG, M KAY
8.	MCB & MCCB	L&T, Hager, Legrand, Siemens
9.	MCB Distribution Board	Legrand, Hager, L&T, Ge, Seimens, Hensels
10.	Relay	L&T, Abb, Areva, Schneider, Siemens, C&S
11.	Push Button And Indication Lamps	Siemens, Vaishnov, L&T, Schneider
12.	Air Circuit Breaker	L&T (Upower Omega Mtx4.5), Abb (Emax Pr123), Legrand (Dmx3 Mp4), Schneider (Masterpact Nw-7.0a)
13.	Flow Switch SYSTEM	Sensor, Switzer, Danfoss
14.	M.S. Conduit & Accessories	(Isi Marked) Bec, Akg, Nic, M Kay, Steel Craft
15.	Internal Light Fixtures (CFL, LED Etc.)	Philips, Bajaj, Wipro, Crompton, Lighting Technologies, Panasonic
16.	Aviation Warning Light	Wipro, Gec, Bajaj
17.	LED Indicating Lamps & Push Buttons	Siemens, Vaishnov, L&T
18.	Exhaust Fans 3.48	Crompton, Bajaj, Usha, Gec
19.	Lugs/ Ferrules & Thimbles	Dowells, Jainsons, Eletromac, Seimens, Braco, Indiana
20.		

Remarks: Any change in the brands mentioned above and not mentioned in the list shall be allowed only after approval of the NIT approving authority

<u>Financial Bid</u>

NIT No. IBDC/04-01/01/NIT-19/2021-22

Name of Work: Supply, Installation, Testing & Commissioning (SITC) work of Electrical and Network cabling work in **Indian Biological Data Centre (IBDC) building** at NCR Biotech Science Cluster, Faridabad

S.No.	Description	Qty.	Unit
1.0	Wiring for light/power plug with 2 X 2.5 Sq. mm FRLS		
	PVC insulated copper conductor single core cable in		
	surface/recess Steel conduit along with 1 No. 1.5 sq. mm		
	FRLS PVC insulated copper conductor single core cable for	600.00	Mtr.
	loop earthing as required.		
2.0	Wiring for light/power plug with 2 X 4 Sq. mm FRLS PVC		
	insulated copper conductor single core cable in		
	surface/recess steel Conduit along with 1 Nos. 2.5 sq. mm		
	FRLS PVC insulated copper conductor single core cable for	500.00	Mtr.
	loop earthing as required.		
3.0	Wiring for light/power plug with 4 X 4 Sq. mm FRLS PVC		
	insulated copper conductor single core cable in		
	surface/recess steel Conduit along with 2 Nos. 2.5 sq. mm	150.00	Ν
	FRLS PVC insulated copper conductor single core cable for	150.00	Mtr.
4.0	loop earthing as required.		
4.0	Supplying and Fixing following modular switch/ socket on		
	the existing modular plate & switch box including		
A	connections but excluding modular plate etc. as required. 3 pin 5/6amp socket outlet. (flat pin)	135	Each
B	6 pin 15/16amp socket outlet	10	Each
<u>Б</u> С	5/6amp Switch	20	Each
D		55	Each
5.0	15/16amp Switch	55	Eacli
5.0	Supplying and fixing following size/modules with Modular Cover Plate		
A	3 Module	10	Each
B	4 Module	10	Each
<u>Б</u> С	6 Module	20	Each
D	8 Module	45	Each
D E	GI Back box. (3M-8M)	45	Each
<u> </u>	Supplying & drawing following pair, 0.5 mm dia FRLS PVC	73	Latii
0.0	insulated annealed copper conductor, unarmored		
	telephone AND DATA cable in existing surface/recessed		
	steel/ PVC conduits as required.		
A	Telephone AND DATA socket outlet RJ 45 D-LINK	95	Each
	S/F modular boxes, base & cover plate : Supplying and		

		,	
	Fixing following size/ modules, GI box along with modular base & cover plate for modular switches in recess etc as	45	Each
0.0	required. 1 or 2 Module (75mm X 75mm)		
8.0	Supplying and drawing of UTP 4 pair, CAT-6 LAN Cable in existing surface/ recessed conduit as required.	5005.0	Mtr.
	existing surface/ recessed conduit as required.	0	ivitei.
9.0	Supplying and installing following size of perforated		
	painted with powder coating GI . cable trays with		
	perforation not more		
А	300 mm width X 50 mm depth X 1.6 mm thickness	60	Mtr
В	150 mm width X 50 mm depth X 1.6 mm thickness	10.00	Mtr
С	450 mm width X 50 mm depth X 1.6 mm thickness	12.00	Mtr
10.0	Supplying and installing following size of perforated		
	painted with powder coating GI .		
	RACEWAY with perforation not more		
А	150mm width X 40 mm depth X 1.6 mm thickness RACEWAY	50	Mtr
В	300 mm width X 40 mm depth X 1.6 mm thickness RACEWAY	60	Mtr
С	100 mm width X 40 mm depth X 1.6 mm thickness RACEWAY with ss cover	60	Mtr
11.0	Supply, Installation, Testing & Commissioning of		
	Distribution Boards complete with MCBs/Isolators/ Bus		
	bars and interconnections. No fabricated DBs shall be		
	allowed. DOUBLE DOOR, metal clad IP43. The rate to		
	include concealing the DB in Partitions / Walls etc. as		
	required & directed. (ABB HAVELLS HAGER)		
А	TPN DB 8 Way follows (For Raw Power)	2	Eacl
	63 AMP 4P MCB - 3 No. And 32 AMP RELCB 15AMP 20AMP 25AMP		
В	TPN DB- 8 way (follows (For UPS Power)	2	Each
	Incomer 63 A 4P MCB- 1 No. Sub-incomer 40 A, 2 Pole MCB		
	- 3 Nos Outgoing 10/16 SP MCBs - 24 Nos. (6 MCb per		
12.0	phase) ABB		
12.0	Wiring for circuit/submain wiring along with earth wire		
	with the following sizes of XLPE Armored cable as		
٨	required.	50.00	N <i>1</i> +
A	4 X 6 Sq. mm copper armored cable + 2 X 4 Sq. mm earth wire	50.00	Mtr
	4 X 10 Sq. mm copper armored cable+ 2 X 6 Sq. mm earth	150.00	Mtr
D	Γ TA IV SU, IIIIII CUUDEI ALIIIVIEU CAULET Δ A O SU, IIIIII eal UI	120.00	IVI UI
В			
B	wire 4 X 16 Sq. mm copper armored cable + 2 X 6 Sq. mm earth	150.00	Mtr

13.0	Supplying, of the following pre-wired light fitting of approved make, complete with Electronic Ballast, Lamp / tube, internal connections, etc, as required complete as required.		
14.0	Providing & placing the Electrical Pole of Dimension 75x75mm from Ceiling to the workstation cluster made up of 0.8mm CRCA sheet duly powder coated with 45microns . The height of the pole shall be 10feet.	9	Each
15.0	Supply and laying CAT6A With MS Conduit.	305	Mtr.
16.0	Supply and laying Fiber cable 6c Single Mode with MS conduit.	100.00	Mtr.
17.0	Connection and End termination for 6 sq mm to 16 sq mm cable.	20.00	Each

(Signature of the bidder) Name: Place: Seal

AUTHORIZATION LETTER

We ______(name of the bidder) hereby authorize Shri / Smt. _______(name of the authorized person) to sign and submit the bid to RCB, Faridabad against their tender No. **IBDC/04-01/01/NIT-19/2021-22**

Shri / Smt. ______ (name) is also authorized to negotiate the terms and conditions pertaining to the said tender on behalf of M/s ______ (name of bidder). The specimen signature of Shri / Smt. _____ (name) is appended below.

Specimen Signature: Name:

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

For ______(name of bidder)

UNDERTAKING – YEARS OF EXPERIENCE

Tender No. IBDC/04-01/01/NIT-19/2021-22

Name of the Service : Supply, Installation, Testing & Commissioning (SITC) work of Electrical and Network cabling

I/ We M/s ______ hereby declare that:

1. Our agency has been in business for a period of at leastyears in Operation & Annual Maintenance Contract Services for which the quotation/ tender are submitted.

2. We have served in similar works i.e. Supply & Fixing of electrical work in Govt./institutes/PSU or private corporate sector with over (employees, students, etc.) in the last years as stated in relevant annexure.

3. We will be able to arrange for the required man power, material, machine and other resources for supply of resources as per the tender term within **scheduled time** of award of tender **(A/T)/Letter of intent (LOI)**.

Signature of the Bidder

Name & Address with stamp

UNDERTAKING

Tender Enquiry No: IBDC/04-01/01/NIT-19/2021-22

I/ We M/s _____ hereby declare that:

- 1. I/ we am/are agency engaged in business of Supply, Installation, Testing & Commissioning (SITC) work of Electrical and Network cabling have examined the above mentioned tender document including amendment/ corrigendum (if any) the receipt of which is hereby confirmed.
- 2. I/ we do hereby offer Supply & Fixing of Electrical and Network cabling work to RCB at NCR Biotech Science Cluster at the prices and rates mentioned in the price bid.
- 3. I/we do hereby agree to provide to abide by the minimum wages act of Haryana.
- 4. I/we have quoted rates inclusive of all statutory taxes, charges & compliances i.e. EPF, ESI etc. as applicable.
- 5. I/ we agree to abide by my/our offer for a period of 180 days from the date of opening of the tender.
- 6. I/ we have carefully read and understood all the Terms and Conditions of the Tender and shall abide by them.
- 7. I/we agree for the all clauses and payment terms and conditions of this tender enquiry. In case any condition put forth by us is against the terms and conditions of tender, the same shall be treated as to be having no affect whatsoever and that the tender terms and conditions shall only prevail upon such conditions, if any.
- 8. I/ we also declare that in case of change constitution of our firm or for any other change, merger, dissolution, insolvency etc. the same shall be immediately brought to the notice of client, in such case continuing partner, successor or administrator or permitted assign shall be responsible for discharging all the liabilities under this contract/ tender.
- 9. The tender document has been downloaded from the official website i.e. <u>www.rcb.res.in, www. thsti.res.in</u>, for bidding purpose and is a true copy of the original.
- 10. I/we also certify that that there is no vigilance/ CBI case pending against the firm/supplier/ or any other firm with similar type of operation with same or some/one of the proprietors being same as of the tendering firm except as per the following details: -

(If there is any case please attach the details of the same)

11. I/we also certify that there is no pending case for payment/ civil liability pending against us in any of the courts except as per the following details: - (If there is any case please attach the details of the same)

Signature of the Bidder Name & Address with stamp

FORM OF AGREEMENT

This Agreement made on the _____day of _____2022 between Regional Centre for Biotechnology (RCB), Faridabad-Haryana for entering into the work(s) for **Supply**, **Installation, Testing & Commissioning (SITC) of Electrical and Networking cabling work in Indian Biological Data Centre (IBDC) building at NCR Biotech Science Cluster, Faridabad** (herein after called "The Employer") who enters into this Agreement of the one part and

M/s..... (herein after called "The Contractor") of the other part. Whereas the Employer is desirous that certain works should be executed by the Contractor, viz ------ ("the Works") and has accepted a Bid by the Contractor for the execution and completion of the works and the remedying of any defects there in.

Now this Agreement witnessed as follows:

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

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

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

In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of this work.

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

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

Signed, Sealed, and Delivered by the Said

Binding Signature for and on behalf of RCB-Faridabad

Binding Signature of Contractor

In the presence of: -

Witness (1):

Witness (2):