



**GOVERNMENT TOOL ROOM AND TRAINING CENTRE,
DUMKA**

OFFICE EQUIPMENTS AND KITCHEN ITEMS

VOLUME – I (BID SPECIFICATION – COMMERCIAL)



**MECON LIMITED
RANCHI - 834002**

No. MEC/C/10G6/11/80/MISC-DUM

APR 2015



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SECTION – I

INVITATION TO TENDER

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SALIENT FEATURES OF THE BID

A.	BID ENQUIRY NO.	
B.	ITEM DESCRIPTION	Design, manufacture, assembly, testing at manufacturer's works, painting, delivery F.O.R. site, storage, erection as per approved layout drawings including supervision, testing and commissioning of Equipment as specified in content item bearing serial no. 3 of Technical Specification inclusive of associated control, electrical, and all accessories on Turnkey Contract basis as detailed in Technical Specification No. MEC/11/24/10G6/TS/102 Rev.0 required for Government Tool Room & Training Centre (GTRTC) Dumka . The equipment shall meet the specified performance to the satisfaction of the Owner.
C.	DUE DATE & TIME OF SUBMISSION	30.04.2015 by 1.00 PM "Indian Standard Time (IST)".
D.	PLACE OF SUBMISSION OF BID	-Principal, Government Tool Room & Training Centre, Vill. + Post - Jardaha, Via. – Ghormara, Dist. – Dumka - 814120 And -Principal, Jharkhand Government Mini Tool Room & Training Centre, Plot No.- 38, Phase-I, Tatisilwai Industrial Area, Tatisilwai, Ranchi-835103-
E.	DATE & TIME OF OPENING OF PART-I: COST OF BID DOCUMENT & EARNEST MONEY DEPOSIT (EMD)/BID SECURITY & PART-II : TECHNICAL PART & COMMERCIAL PART COMPRISING ELIGIBILITY DOCUMENTS,	30.04.2015 at 3.00 PM "Indian Standard Time (IST)".
F.	EARNEST MONEY DEPOSIT (BID SECURITY)	Refer Sl. No. 7.0 below
G.	TIME FOR COMPLETION	04 Months from the Effective date of the Contract.
H.	VALIDITY OF TENDER	180 days from the date of opening of PART-I.



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I.	COST OF BIDDING DOCUMENT (Non Refundable and Not Exempted)	Rs 2,000/- (Indian Rupees Two Thousand only)
J.	SALE / DOWNLOADING OF TENDER DOCUMENTS	Start (Web Site): 08 .04.2015 Start (By Hand): _08.04 .2015 Close (By Hand) : 30._04_.2015 12.00 Hrs “ Indian Standard Time (IST)” Close (Downloading from Web-Site) : 30.04.2015 12.00 Hrs “ Indian Standard Time (IST)”

1.0 Government Tool Room & Training Centre (GTRTC), Dumka hereinafter referred to as "**Purchaser**", invites sealed bids from Eligible Domestic Bidders for Design, manufacture, assembly, testing at manufacturer's works, painting, delivery F.O.R. site, storage, erection as per approved layout drawings including supervision, testing and commissioning of Equipment as specified in content item bearing serial no. 3 of Technical Specification inclusive of associated control, electrical, and all accessories on **Turnkey Contract basis** as detailed in Technical Specification No. MEC/11/24/10G6/TS/102 Rev.0 required for **Government Tool Room & Training Centre (GTRTC) Dumka**. The equipment shall meet the specified performance to the satisfaction of the Owner.

2.0 **ELIGIBILITY CRITERIA**

Bidder should meet the following eligibility criteria.

2.1 **Technical Eligibility**

The bidder shall be reputed manufacturer / supplier / dealer of workshop machine tools / equipments, having permanent registered office in India. The bidder must have supplied variety of conventional machine tools / equipments/ miscellaneous items/ tools & tackles, etc to industries in Tool Room / steel / defense / railways / heavy engineering / oil / gas / power sector/educational institutes, etc.

Bidder to submit the following documents along with the bid :-

- i) Income Tax Clearance certificate.
- ii) VAT Clearance certificate.
- iii) CST Clearance certificate.
- iv) Service Tax Clearance certificate.

3. **Consortium of Bidders are not allowed for this package.**

4. **Interested Bidders may obtain further information from the office of the:-**

a/ **Contact person: Mr. S. S. Prasad, Principal, GTRTC, Dumka.**
Phone no .-08986844973---, Fax No : -----
Email: -gtrtedumka@gmail.com-----

5. a) A complete set of bidding documents may be purchased by any prospective bidder(s) from the place listed below on submission of a written application (in duplicate) giving complete details of Mailing Address, Telephone & Fax Nos., E-mail Address & name of Contact Person along with cost of Tender Document. The cost of Tender



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Document is **Rs.2000/- (Indian Rupees Two thousand only)**, payable by Demand Draft/ Cash **in favor of Government Tool Room and Training Centre and payable at Dumka.**

Tender Documents will be available on all working days from 10.00 Hrs (IST) to 13.00 Hrs (IST) against Cash payment, otherwise 10.00 Hrs (IST) to 16.00 Hrs (IST).

Place from where Bid Documents can be purchased:-

Office of the Government Tool Room and Training Centre (GTRTC),Dumka.

- a/ **Contact person: Mr. S. S. Prasad, Principal, GTRTC, Dumka.**
Phone no .-08986844973---, Fax No : -----
Email: --gtrtdumka@gmail.com----
- b) **Entire tender documents along with detailed NIT are available in the Purchaser's website i.e. -www.gtrtdumka.com---**. The prospective Bidders can download the documents for the purpose of preparation & submission of their Bids.

It will be presumed that the Bidder has gone through the entire Bid Document available in the website, which shall be binding on the Bidder.

In case a bidder downloads Bid document from Purchaser's **web site (-www.gtrtdumka.com--)** bidder shall submit non-refundable fee towards cost of the Bidding Document as mentioned above along with their bid, as per details given in Bidding Document. For bidders downloading from purchaser's website, the instrument for cost of Bidding document shall be Demand Draft payable at Par from a Scheduled or Nationalised Bank, drawn **in favor of Government Tool Room and Training Centre (GTRTC) and payable at Dumka.**

6. The bid will consist of three parts:

Part-I: Cost of Tender Document & EMD/ Bid Security

Part-II: "Technical Part & Commercial Part" containing documents for Eligibility Criteria fulfillment and techno commercial bid shall not contain any price at all. However bidder shall submit un-priced copy of price bid (Part-III) with marks "XX" wherever prices have been quoted alongwith Part-II.

Part-III: Price Bid

On the tender opening date Part-I shall be opened. The offer received without EMD/Bid Security and Cost of Tender document shall be rejected and Part-II of such bidder shall not be opened.

Bidders are expected to submit all necessary documents in support of fulfillment of Eligibility Criteria. However, in case any further document is found necessary for proper assessment, the Bidder shall have to furnish the same, failing which the Bid will be considered as non-responsive & in-eligible and their offer will not be processed any further.



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7. Bids must be accompanied by a **Bid Security (Earnest Money Deposit) for the amount as mentioned below and Cost of Bid Document amounting to Rs.2000/- (Rupees Two thousand only)** in the following forms :

- (a) a Demand Draft/ Cash towards Cost of Bid Documents.
- (b) a Bank Guarantee/crossed Demand draft in the form provided in the bidding documents towards cost of EMD/Bid Security.

For : Government Tool Room & Training Centre (GTRTC) Dumka.

The instruments mentioned above, shall be submitted from an Indian Scheduled Commercial or Nationalised Bank. The DD/BG has to be drawn in favor of “Government Tool Room & Training Centre (GTRTC)” payable at Dumka.

Sl. No.	Description of Equipment of PART	PART	EMD (Rs.)
1.	Misc. Items Office Equipments, Kitchen Items	D	4,000

If the Bidder is quoting for more than One equipment of different PARTs, then EMD to be submitted by the Bidder shall be sum total of EMD value mentioned against each PART as above.

8. It shall be the responsibility of the prospective bidders to ensure that the Bids have been submitted in the formats and as per the terms and conditions prescribed in the website and no change is made therein. The documents placed in website along with this detailed Notice Inviting Tender (NIT) forms the complete tender document. All the documents along with detailed NIT as placed in the website is final including clarification, drawings, corrigendum, addendum, pre-bid meetings, if any. On verification, at any time, whether the Bidder is successful or not, if any of the documents submitted by the Bidder including the documents downloaded from Purchaser’s above mentioned website / issued are found tampered/ altered / incomplete, they are liable for rejection, cancellation & termination of the Contract, debaring, etc. as per the rules of the GTRTC.

It will be presumed that the Bidder have gone through the entire bidding documents available in the website which shall be binding on them.

9. **GTRTC** reserves the right to accept or reject any bid or to annul the Bidding process and reject all bids at any time prior to award of the Contract without assigning any reason whatsoever and without thereby incurring any liability whatsoever to the affected Bidder(s). Mere purchase and submission of tender document shall not mean fulfillment of requirements of eligibility of the Bidder(s).
10. **Consignee:** Government Tool Room & Training Center (GTRTC), Dumka.
11. Central Public Sector Enterprises (CPSEs) under Government of India are exempted from submission of EMD/Bid Security.
12. There shall be no post Tender Price Negotiation except with L-1 (i.e. the lowest evaluated Tender) if required.



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13. **GTRTC** takes no responsibility for delay, loss or non-receipt of documents sent by post/ courier at any time. No financial obligation shall accrue to **GTRTC** in such an event.
14. The **Total Price** shall mean total price including all applicable taxes & duties.
15. "Purchaser" shall mean and include **Government Tool Room & Training Centre (GTRTC)**, Dumka and its different functionaries entrusted with the responsibilities in relation to this contract in respect of the area of responsibilities of such functionaries.

16.0 INTRODUCTION

- 16.1 The instructions / information contained in the bid documents is for guidance and compliance of the intending bidder. Bidder is advised to obtain, in writing, clarifications from the GTRTC, if any, prior to submission of their Bid, failing which it will be deemed that the stipulation made in the bid documents have been read, understood and are acceptable to the Bidder.
- 16.2 Bidder shall bear all costs associated with preparation and submission of the bid and subsequent bidding process till award of the order to successful Bidder and the GTRTC shall, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

17.0 QUALIFICATION AND EXPERIENCE

- 17.1 Offers are requested from Bidders meeting the Eligibility Criteria stipulated in Invitations to Tender. At anytime now or in future, if any of the information or document submitted by the bidder is found to be false, the bid shall be liable to be rejected. Also, GTRTC may ask for any further information or documents or may ask for original to any copy of the document that the bidder might have submitted and the bidder shall comply the same immediately, failing which the bid may not be evaluated further.

18.0 BID DOCUMENTS

- 18.1 Bid document comprises of Volume –I (Bid specification – Commercial) which consists of Invitation To Tender (Section- I), Special Conditions of Contract (Section- II), General Conditions of Contract (Section- III), Bank guarantee proforma for EMD (Annexure I), Bank guarantee proforma for Security Deposit/Performance (Annexure II), Price Schedule (Section IV) and Volume-II (Bid Specification –Technical). In addition, any other document / instruction/ amendments / revisions issued by the GTRTC to the Bidder till due date of submission of the offers, shall also be deemed to be integral part of the tender. Bidder will have to furnish all the information as required in the bidding documents.

19.0 COST OF TENDER DOCUMENT

Bidder shall submit non-refundable amount of **Rs.2,000/-** (Rupees Two Thousand only) as mentioned in the "Salient Features of the Bid", in the form of Cash or Demand Draft from any Indian Schedule Commercial Bank towards Cost of Tender Documents. The instrument (DD) must be in favor of "Government Tool Room & Training Centre (GTRTC)" payable at Allahabad Bank, Jardaha. Payment by any other means will not be accepted.



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20.0 EARNEST MONEY DEPOSIT (EMD)

- 20.1 Bidder shall submit Earnest Money as mentioned in Sl. No. 7.0 of the “Invitation To Tender” (ITT), in the form of Demand Draft or Bank Guarantee (BG) from any Indian Schedule Commercial Bank. The crossed Demand Draft or Bank Guarantee (BG) has to be drawn in favor of “Government Tool Room & Training Centre (GTRTC)” payable at Allahabad Bank, **Jardaha**. In case of BG, it should be submitted as per format enclosed in Annexure-I. Submission of EMD by any other means is not acceptable.
- 20.2 Bank Guarantee against Earnest Money shall remain valid for a period of Two (2) months beyond the original validity period of the Bid or any subsequent extension thereof as mentioned at Clause 27.0 of ITT.
- 20.3 Both the Demand Draft (DD) or Bank Guarantee (BG) for the EMD and the DD for the Cost of the Tender Document shall together be submitted in a sealed envelope (PART-I) duly superscripted with the Bid Enquiry reference, Bidder’s own name, full address and titled ‘Earnest Money & Cost of Tender’.
- 20.4 Small Scale Units, Public Sector Undertakings, Government Undertakings and co-operative sectors shall be exempted from submitting EMD to the extent of their approved monetary limit as mentioned in their valid NSIC certificate. However, Bidders seeking exemption from submission of Earnest Money, shall submit a copy of relevant Govt. notification along with their own valid Registration Certificate in the envelope titled “Earnest Money” failing which the Bid will be treated as if “submitted without Earnest Money”, and will be rejected. However, exemption to such Bidder shall be granted for execution of only such work and item and value for which they are found to be registered and exempted as per the relevant certificate / Govt. Notification. SSI units shall submit notarized copies of Govt. Notification and Registration Certificate.
- 20.5 For getting exemption from submission of Earnest Money, an SSI unit is required to submit a notarized copy of valid registration certificate indicating clearly the item for which they are registered and validity of the same. The SSI units will be exempted from submission of Earnest Money up to the monetary limit mentioned in their valid Registration Certificate. If the EMD value is more than the monetary limit, SSI unit shall submit DD/BG for differential value.
- 20.6 No request for adjustment of earlier dues in place of Earnest Money shall be entertained.
- 20.7 The Earnest Money submitted by the Bidder along with the Bid will be returned to the successful Bidder, after receipt of Security deposit Bank Guarantee as per terms of the LOI/LOA/Order from the successful Bidder. However, the Earnest Money shall be returned to all the unsuccessful Bidders, within sixty (60) days from the date of placement of LOI/LOA/Order, whichever is earlier on successful bidder.
- 20.8 In the event the Bid of any party is rejected during the course of Techno-Commercial Scrutiny and Evaluation, the Earnest Money will be returned to such Bidder within seven days from the date of rejection of his offer.
- 20.9 Earnest Money shall be forfeited / en-cashed if :–
- a) Any Bidder withdraws his Bid or resiles from his offer during the validity period.



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- b) The successful Bidder fails within specified time to furnish his Acceptance of the Order and fails to submit the Security Deposit Bank Guarantee as per terms of the LOI/LOA/Order as detailed in Clause No. 17.0 of SCC.

21.0 SITE VISIT

- 21.1 Any failure on the part of the successful bidder in obtaining necessary and reliable information as required for proper understanding of Company's requirement shall not absolve the bidder from any risk or liability or the entire responsibility for completion of the work in accordance with the relevant bid document enclosed herewith.
- 21.2 Bidders are free to visit the site of proposed installation any time prior to bid due date and obtain for its self on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of work. However, intimation in this regard would have to be sent by them to GTRTC, in advance. The cost of visiting the site shall be at the bidder's own expense.
- 21.3 The bidder and any of its personnel or agents will be granted permission by the GTRTC to enter upon its premises and lands for the purpose of such visits, but only upon they express condition that the bidder, its personnel, and agents will release and indemnify the GTRTC and personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damages to property, and any other loss, damage, cost, and expenses incurred as a result of the inspection. Photography is prohibited inside GTRTC.
- 21.4 Any instructions, amendments, minutes of meeting, revisions or documents issued by the company at any time till finalisation of order shall also form an integral and binding part of the bid document and subsequent order.

22.0 SUBMISSION & OPENING OF BID

- 22.1 The Bid shall be prepared and submitted by typing or printing in English with indelible black ink on white paper in consecutively numbered pages, each page signed along with duly filled in format(s) as per bid document. The bidding document shall comprise the documents as stated in the bid and to specify/confirm the same in the check-list enclosed in the bid document.
- 22.2 All original and amendments / revisions to bid documents, including minutes of Pre-Bid Conference, issued by the Purchaser, if any, shall be signed and submitted along with the Bid. The Bid submitted by the Bidder shall take into account all such amendments / revisions and minutes of meeting, if any.
- 22.3 Bidders are advised to submit their Bids strictly based on the specification, terms and conditions contained in the bid documents and subsequent revisions / amendments, if any. If acceptance of the terms and conditions given in the bid documents and subsequent revisions / amendments, have any price implications, the same shall be considered and included in the 'Price Bid'.

23.0 MODE OF SUBMISSION

- 23.1 The Bid shall be submitted in sealed envelope enclosing three (3) separate sealed covers duly superscripted with the Bid Enquiry reference, Bidder's full Name & address and marked Part-I, II & III as follows –



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- a) Part-I - Earnest Money and Cost of Bid: To submit original only.
- b) Part-II - “Technical Part & Commercial Part” containing documents for Eligibility Criteria fulfillment and techno commercial bid shall not contain any price at all.: To submit original plus 2 copies.
- c) Part-III - Price: To submit original hard copy only plus 2 copies.

23.2 Part-I - EARNEST MONEY

This cover should be sealed and superscripted “PART – I: Earnest Money & Cost of Tender Document”. Only one original with a covering letter shall be submitted. The amount of Earnest Money for the job shall be as indicated in the “Invitation To Tender”. Earnest Money as per clause 20.0 above shall be enclosed. The bidders seeking exemption from submission of EMD should submit the necessary documentary evidence as per clause 20.0 of “Invitation To Tender” along with their bid failing which their bids will be summarily rejected.

23.3 Part-II - TECHNICAL & COMMERCIAL

This cover should be sealed and superscribed “TECHNICAL AND COMMERCIAL BID” followed by the title of work and enquiry reference. This Part will comprise (i) Technical Part of the Bid and (ii) Commercial Part of the Bid, which shall be distinctly annexed. Each set shall contain the following :

- a) Invitation To Tender (Section- I), Special Conditions of Contract (Section- II), General Conditions of Contract (Section- III), Scope of Work and Technical Specification (Vol-II), and an un-priced copy of Price Bid.

All the pages of above mentioned Documents duly signed and stamped as a token of having been read, understood and accepted all the terms and conditions mentioned therein shall be submitted. Each cell of the Un-priced Price Format shall be filled with word ‘Quoted’ or ‘Not Quoted’, as the case may be.

- b) Bidders are required to quote strictly as per bidding documents without any deviations. However if they feel that some minor deviation will improve their bid, such deviations, if any, from the Commercial terms & conditions or Technical specifications shall be listed in **Attachment – I** to their Bid and no where else.

However, attention of the bidders is drawn to the provisions of ITT clause No. 29 regarding the Rejection of bids that are not substantially responsive to the requirements of the Bidding documents.

- c) Documents mentioned under Clause 28.0 herein below.

23.4 Part-III – PRICE

23.5 This cover should be sealed and superscribed “PART-III-PRICE BID” to be filled up exactly as per Format given in “Section IV” of “Volume I”. This shall be filled up in both figures and words and signed on each page with stamp by Authorised Representative of the Bidder. Prices shall be mentioned in Words and Figures both. In case of any contradictions between the Prices mentioned in Figures and Words, the Prices mentioned in Words shall be considered



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- final. Also, in case of any arithmetical error in regard to the Total Amount and Individual Amounts, the Individual Rates shall be taken as final and the Total Amount shall be adjusted accordingly. Price Offer should not contain any technical or commercial offer. Likewise, technical or commercial offer should not contain price of any item. Price mentioned anywhere other than Price Bid shall not be taken cognizance of.
- 23.6 The above three sealed envelopes shall, in turn, be placed in a bigger envelope duly sealed and superscripted with the Description of work, Bid Enquiry reference, Due Date and Time of Opening, full name and postal / telephone / fax / email address of the Bidder at the bottom left and to be submitted under a covering letter at the address and date / time mentioned in the “Salient Features of the Bid”.
- 23.7 Insertions, postscript, addition and alteration shall not be recognized unless confirmed by the signature of Authorised Representative of Bidder.
- 23.8 Bids submitted without details / documents as asked for above / elsewhere in the Bid Enquiry, shall be treated as “incomplete” and may not be considered.
- 23.9 Telegraphic / FAX / e-mail quotations will not be considered.
- 23.10 For the purpose of opening, Bids shall be classified into following categories :
- Regular Bid – Received within the due time and date prescribed in the Bid notice issued by the GTRTC.
 - Late / delayed Bid – Bids received after the due date and time of receipt prescribed in the Bid notice issued by the GTRTC.
- 23.11 Regular Bids shall be opened on the appointed date and time of bid opening as mentioned in ITT in the presence of such duly authorised representatives of the Bidder who may wish to be present as follows-
- Part-I containing “Earnest Money and cost of Bid Document” shall be first opened. Bids received without Cost of Bid, Earnest Money or documents related to exemptions, as mentioned above, will not be considered and Part-II and III of the Bid will stand summarily rejected and not opened.
 - Part – II containing the Technical and Commercial bids along with a complete set of supporting documents. Offer of those bidders who meet the requirement of Clause no. 23.11 (a) above, shall be opened thereafter on the same date in presence of authorized representatives of those bidders who wish to be present.
 - Part – III “Price Bid” shall not be opened and the same shall be kept by the GTRTC unopened. The same will be opened subsequently as per stipulations of Clause No. 24.1 herein below.
- 23.12 Late / delayed Bids will not be opened.
- 23.13 In the event of a three part Bid received in only one part and not meeting the requirement of separate sealed covers, the Bids shall not be considered.
- 23.14 Any modification to the original bid after due date of bid opening shall also be treated as unsolicited and rejected.
- 23.15 During opening of the bids received against the Open Bid Enquiries, signatures of the Authorized Representatives (carrying authorization letter) of the firms present during bid



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opening shall be obtained. The following information depending upon the part of bid opened shall only be given to the Bidder present during the opening.

- i) Names of all the Bidders.
 - ii) Prices, including discount, if any, and other elements as and when Price Bids are opened.
- 23.16 Same person shall not be allowed to represent more than one bidder while witnessing the bid opening.
- 23.17 If the outer envelope is not sealed and marked properly, GTRTC will assume no responsibility for the bid misplacement and pre-mature opening.
- 23.18 Each bidder shall submit only one bid. A bidder who submits more than one bid will be rejected.
- 23.19 Bids shall not contain any material deviations like non submission of earnest money deposit or cost of tender document, submission of bid in any manner other than in three parts, acceptance of Liquidated Damage clause, etc.

24.0 BID EVALUATION

24.1 Evaluation of bids will be done by taking into consideration of following factors.

- a) Overall completeness and compliance with the Technical Specifications and Drawings, deviations from the Technical Specifications, suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site, quality, function and operation of any process control concept included in the Bid.
- b) Compliance with the time schedule as specified in Bid Enquiry.
- c) Any other relevant technical factors, if any, as specified in the Bid Enquiry that the GTRTC deems necessary or prudent to take into consideration.
- d) Overall completeness and compliance with the Commercial Terms & Conditions, without any material deviation.
- e) Deviation in Terms of Payment, Guarantee, Taxes & Duties, Completion Schedule, Liquidated damages, Security deposit & Performance bank guarantee clauses are NOT desired.
- f) Price shall be for total supplies including all the applicable charges for delivery at site. However, prices for two years' operational spares shall not be considered for evaluation and may be ordered at a later date.
- g) Price will be evaluated considering all taxes & duties quoted by the bidder

Price bid of those bidders who will be determined as Techno commercially eligible & whose bids will be in conformity to the bid document shall be opened. **The price bid shall be evaluated based on the individual price of each equipment listed in Clause No. 3 of Technical Specification (Vol-II) as per Price Schedule.** Bidders may quote for any one or more than one equipment listed in Technical Specification (Vol-II) indicating Total Price of one or more equipments, however bidder has to quote for full quantity of each equipment listed in Clause No. 3 of Technical Specification (Vol-II) for which they are submitting the bid. The Total price shall be inclusive of design, manufacture, assembly, testing at manufacturer's works, painting, delivery F.O.R. site, storage, erection as per approved layout drawings including supervision, testing and commissioning of Equipment including commissioning spares inclusive of all taxes, duties, levies, freight & insurance etc. Bidders shall indicate taxes & duties separately at the space provided for the same in the price schedule. Bidder to note that their price should be quoted for supply & commissioning both for any or more than one equipment. The price quoted for any equipment only for supply or only for commissioning shall not be considered.



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- 24.2 In case any new factor emerges during Techno-Commercial clarification meetings with the Bidder, the same will be intimated to all the eligible Bidders for their confirmation.
- 24.3 The factors and the methods that have been prescribed in the Bid documents will be used while working the overall price. If any additional factor emerges during the Techno-commercial clarification meetings, the same will also be adopted for the evaluation of the Bids. However, an opportunity will be given to all the Bidders to confirm their acceptance of such an additional factor to be considered for evaluation of Bids.
- 24.4 After the evaluation Prices worked out for different bids, Bids will be ranked as L1, L2, L3,, L1 being the lowest based on consideration of the quoted Price and acceptance of Techno-Commercial terms and conditions of the Enquiry.
- 24.5 If offered Price undergoes any revision, the GTRTC reserves the right to open the original Price Bids also so as to judge if cartel has been formed by the Bids after techno-commercial negotiation.
- 24.6 In case any specific adverse report is received against any Bidder, as information or upon enquiry made by the GTRTC, in respect of antecedents, capabilities and performance of the Bidder, after receipt of Bid but before placement of order, quotation / bid submitted by such Bidder may be rejected.

25.0 FINALISATION OF ORDER

- i) While GTRTC will endeavour to finalize the tender at the earliest, it reserves the right to delay finalization of the tender, if necessary, without assigning any reasons for the same. During finalization of the tender, GTRTC is not bound to accept lowest or any tender or to assign reasons whatsoever for non-acceptance.
- ii) GTRTC reserves the right to finalise order on the bidder(s) considering each Equipment individually. **Accordingly, bidder shall confirm acceptance of part order in their tender.**

GTRTC reserves the right to cancel the tender without assigning any reasons for the same. However, in such an eventuality, GTRTC shall return the Earnest Money deposit and Cost of tender document to all the bidders after cancellation of the tender.

26.0 PRICE NEGOTIATION

- 26.1 There shall be no post Tender Price Negotiation except with L-1 (i.e. the lowest evaluated responsive Bid) if required.
- 26.2 In case more than one technically and commercially suitable parties have quoted same price and all are L-1, then the negotiations would be held with all the L-1 parties for reduction in their prices. Based on the reductions / rebates given during negotiations, the ranking of the Bidder would be revised. However, no Bidder would be allowed to increase the price upward under any condition during such negotiations.
- 26.3 During negotiations, the Bidder(s) will be asked to explain the basis of their Quoted Price and submit necessary details / break-ups as deemed necessary by the GTRTC for evaluation.

27.0 VALIDITY OF BID

The Bid and Price(s) quoted shall remain valid for a period of 180 days from the date of opening of Techno-Commercial Bid. However, extension of the validity of offer may be asked by the GTRTC, if required. In such case, if the Bidder extends the validity of the offer, validity of the EMD bank guarantee shall also be extended (on a non judicial stamp paper of



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appropriate value) for a period two months beyond the validity of offer, else extension of validity of offer shall not be taken into account.

Two years operational spares may be ordered at a later date. As such, validity of such spares shall be maintained for 24 months after the placement of Order. Bidders shall indicate the source of such spares alongwith specification/ catalogue.

28.0 DOCUMENTS TO BE SUBMITTED

28.1 The following documents, should necessarily accompany the offer submitted by the Bidders :

- a) Duly notarized copy of Power of Attorney in favor of signatory of the bid.
- b) Company Registration Certificate / Partnership Deed / Affidavit in case of Proprietorship Firms
- c) CST / VAT Registration Certificate.
- d) Copy of the PAN Card.
- e) Excise Registration Certificate.
- f) Service Tax Registration Certificate.
- g) Bank Details (Name of the Bank, Account no., Branch, etc.)
- h) Documents supporting exemption from EMD, if claiming exemption.

29.0 REJECTION

The bid shall be rejected on failure of the following conditions:

- 29.1 If Cost of Bid Documents as stipulated in enquiry as per Clause No. 19 & 23.11 (a) of ITT is not submitted.
- 29.2 If submission of Earnest Money or a request for waiver of the same with appropriate document as per Clause No. 20 of ITT is not submitted.
- 29.3 Submission of Bids in three parts as per ITT is not followed.
- 29.4 Acceptance of Imposition of L.D. against delay in completion of the job as per clause no.19 of SCC.

30.0 GENERAL

- 30.1 The GTRTC reserves the right to reject all or any bid without assigning any reason.

(_____)



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SECTION - II

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall be read in conjunction with the corresponding terms and conditions stipulated in the enclosed General Conditions of Contract, wherever applicable. In case of any contradiction between the terms and conditions stipulated in SCC and those contained in the enclosed GCC, the terms and conditions contained in SCC shall prevail.

1.0 SCOPE OF WORK & SERVICES

- 1.1 The scope of work of the bidder covers Design, manufacture, assembly, testing at manufacturer's works, painting, delivery F.O.R. site, storage, erection as per approved layout drawings including supervision, testing and commissioning of Equipment as specified in content item bearing serial no. 3 of Technical Specification inclusive of associated control, electrical, and all accessories **on Turnkey Contract basis** as detailed in Technical Specification No. MEC/11/24/10G6/TS/102 Rev.0 required for **Government Tool Room & Training Centre (GTRTC) Dumka**. The equipment shall meet the specified performance to the satisfaction of the Owner.
- 1.2 Spares for Two year normal operation and maintenance, if required, as per Technical Specification, shall be included in the offer, order for which may be decided separately by GTRTC. Prices for two years' operational spares shall not be considered for evaluation and may be ordered at a later date.
- 1.3 The scope of work shall also include procurement of all materials including components required for coordinated planning for manufacture, testing, inspection, packing, and marking, loading on Trucks / Trailers and transportation to site.
- 1.4 All necessary insurance policies as required shall be under taken by Bidder.

2.0 COMPLETION OF DELIVERY:

Total equipment/system as detailed in the scope of work shall be supplied at the project site at Dumka within the completion schedule mentioned in the "Salient features of the bid"/Technical Specification (Volume – II) from the date of Letter of Intent (LOI)/Fax Order. **Effective date of contract shall be the date of LOI/Fax Order.** A Bar Chart indicating various activities, i.e., procurement of materials, planning, manufacturer, inspection, supply, testing, etc., shall be submitted within one month of placement of order. Time of completion of delivery is a most important aspect of the Order. In case of failure to deliver the supplies in mentioned time, Liquidated Damage clause shall be applied as per Clause no.19 of SCC.

3.0 TOTAL PRICE

Total Price for the scope of work enumerated above shall be as indicated in the Price Schedule format for Dumka enclosed in Commercial Volume. The total price towards scope of work is based on the following:



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- 3.1 For supply of items in full & good condition at FOR Site / Stores of GTRTC, Dumka. Total Price also includes all charges towards packing & forwarding, inspection, insurance and freight including door delivery charges. Total Price is also inclusive of Excise Duty, CST and Sales Tax on the finished items, Professional tax, Entry tax, etc., as applicable for the supplies.
- 3.2 Total Price shall remain firm and binding and shall not be subject to any variation, whatsoever, on any account except for statutory variation on taxes & duties during contractual completion period as stipulated in Clause no 3.3 below and / or addition or modification of scope of work.
- 3.3 Various taxes, levies and duties shall be paid against submitted documentary evidence limited to the maximum ceiling as indicated in the price schedule.
- 3.4 The Total price includes and covers the cost of all royalty and fees for all articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the work, also all royalties, rents and other payments in connection with obtaining all the materials for the work and the bidder shall indemnify and keep indemnified the GTRTC, which indemnity, the bidder shall give against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use of work of any such articles, processes or supplies.
- 3.5 All applicable charges for taking statutory clearances, wherever necessary, shall be included in the Total price.
- 3.6 For the items for which bidder is to manufacture and deliver based upon Consultant's design, for any increase or decrease in tonnage / quantity from the ordered tonnage / quantity, proportionate increase or decrease in Total price shall be done and the Total Price shall be accordingly adjusted.

4.0 TERMS OF PAYMENT AND PRICE BASIS

- 4.1 The GTRTC shall make no advance payment to the bidder on any account.
- 4.2 Progress Payment shall be made on pro rata basis as per approved Billing Schedule.
- 4.3 Performance bank guarantee of Ten percent (10%) of the Total Price shall be submitted by the bidder as per Clause No. 18.0 of SCC.
- 4.4 Price will remain firm during Contract Period for all supply items except as stipulated in Clause 3.2 hereinabove.
- 4.5 The terms of payment are as follows-

Terms of payment:

All the payments shall be released through a/c payee cheque at Dumka. Pre-receipted invoice alongwith supporting documents shall be submitted in original plus three copies.



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- D) 80% of the Total price shall be released on pro-rata basis against receipt of materials at Project site within 30 days and submission of the following documents in 3 sets :-
- i. Copies of Receipted Lorry Receipt / Consignment Note.
 - ii. Pre-receipted Invoice.
 - iii. Copies of Packing List & Delivery Challan including originals.
 - iv. Copies of Inspection Certificate including originals.
 - v. Despatch clearance issued by GTRTC.
 - vi. Original copy i.e. Buyer's copy of Excise Invoice
 - vii. Documentary evidence regarding handing over of Transporter copy of Excise Invoice to the Site /Stores.
 - viii. Material Test Certificate
 - ix. Certificate from the bidder that the contents in each case are not less than those entered in the invoice and packing list and the quality of goods are guaranteed as new and as per the relevant technical specification
 - x. Proof of receipt of equipment/materials in full and good condition at stores/site.
- II) 20% of Total price shall be released within 30 days after receiving all documents, against successful completion of Final Acceptance Test and against submission of Performance Bank Guarantee of 10% of the Total Price as per format at Annexure - II, executed through any Nationalized bank in India.
- 4.6 Progress payments as per Clause - 4.5 (I) shall be released based upon approved billing and despatch schedules. The final payments against 4.5 (II) above shall be released when the bidder has completed supply, commissioned, completed the Final Acceptance test of the equipments, submitted all the drawings, documents, manuals as specified in the Technical Specification, submitted Performance Bank Guarantee of 10% of the Total Price as per format at Annexure - II, executed through any Nationalized bank in India and also discharged all the requisite statutory and other formalities.
- 4.7 Central Sales Tax / VAT on all supplies will be considered as per rules for which GTRTC, as per prevailing rules, will provide necessary declaration forms (such as Form 'C', etc.) to the Bidder, if required.
- 4.8 Payment toward taxes, duties, insurance and freight shall be made on pro-rata basis after delivery of corresponding supplies, against documentary evidence.
- 5.0 VAT**
- 5.1 The successful Bidder shall submit Tax Invoice (Original for Buyer & Duplicate for Transporter) for supply of all the materials along with 3 (Three) numbers of extra copies to the GTRTC along with the Challan.
- 5.2 The GTRTC will issue necessary waybills, as required, for all consignments involving inter-state movement required for the project. Advance intimation in this regard is to be given by the successful bidder to GTRTC.



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6.0 VARIATION IN TAXES AND DUTIES

- 6.1 The adjustment in the Total Price towards imposition of new taxes or abrogation of existing taxes shall be applicable only if the new tax is enacted or existing tax is abrogated within contractual delivery/execution period. For any variation due to enactment of new tax or abrogation of existing tax after contractual delivery / execution period, adjustment in the Total Price shall not apply.
- 6.2 The Bidder shall bear and pay all liabilities in respect of statutory variations in taxes and duties and imposition of new taxes and duties that may be imposed after the contractual delivery / execution dates, as originally stipulated, in case the delivery dates are extended due to reasons attributable to Bidder.
- 6.3 The adjustment in the Total Price towards variation in the taxes shall be made by the GTRTC on production of the documentary evidences by the Bidder.
- 6.4 The Total Price shall be adjusted towards variations in taxes in respect of only finished equipment supplied by the Bidder to the GTRTC. No adjustment in the Total price shall be made for variations in the taxes on raw-materials, parts, component / intermediate components, assemblies / sub-assemblies, etc.
- 6.5 For the purpose of adjustment in the Total Price towards variation in taxes, the Total Price shall be the price including price adjustment due to variation in price indices, if applicable for this package.

7.0 BIDDER'S RESPONSIBILITY

The Bidder shall be entirely responsible for the due performance of the contract in all respects according to the intent and meaning of the specifications drawings and all other documents referred to in the contract. Any approval, which the GTRTC may have given in respect of the work, material or tests carried out by the GTRTC shall be provisional only and shall not be binding on the GTRTC to accept the work and or the materials and it would be lawful for GTRTC to reject the work and/or the materials at a later date, if it is found that the same do not confirm to the terms and conditions of the contract.

8.0 TRANSIT INSURANCE

Transit Insurance shall be arranged by the bidder for his total supplies.

In case of any damage / loss / pilferage / non-delivery during transit, the bidder shall lodge the claim and settle the claim with the insurance agency. The bidder shall also arrange replacement of the damaged, lost/pilfered items expeditiously pending settlement of commercial implications with insurance agency, if any, so as not to hamper the erection and commissioning work.

The resultant loss if any due to failure of bidder / sub- bidder to comply with the above shall be to the account of bidder.

In case on opening the boxes at site, the material is found to be damaged or short in supply, Contractor on receiving intimation from GTRTC, shall make good the deficiency immediately, else, GTRTC at its discretion may procure the same and the amount shall be



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deducted from any balance amount payable to the contractor or encashing Bank Guarantee available with GTRTC.

9.0 DESPATCH INSTRUCTIONS

9.1 The equipment shall be despatched as per the detailed "Despatch Instructions" which will be required to be followed strictly at the time of despatch. However, equipment shall be despatched only after receipt of "Despatch Clearance" from GTRTC after inspection and acceptance of the equipment is over. No consignment shall be despatched without receipt of despatch clearance from GTRTC.

10.0 MAINTENANCE & OPERATION MANUALS AND LIST OF SPARE PARTS

Bidder shall supply the required numbers of maintenance and operation manuals as per technical specification. Further, the bidder shall also submit the list of spare parts with source, if any.

11.0 DEVIATIONS

GTRTC shall normally, not accept any deviation from the specification and other terms & conditions stipulated in the tender documents.

12.0 NON-NEGOTIABLE TERMS AND CONDITIONS

Following Terms & Conditions, as stipulated in the respective documents, will be treated as Non-negotiable.

12.1 Submission of Earnest Money or a request for waiver of the same with appropriate document as per Clause No. 20 of ITT.

12.2 Submission of Bids in three parts as per Instructions to Bidders.

12.3 Acceptance of Imposition of L.D. against delay in completion of the job as per clause no.19 of SCC.

12.4 Acceptance of submission of Security deposit & Performance bank guarantee as per clause 17 & 18 of SCC respectively.

13.0 ONGOING LITIGATION

The Bidder should clearly specify any ongoing arbitration / litigation cases with GTRTC and the status thereof.

14.0 Void

15.0 The Bidder shall bear and pay all liabilities in respect of any Statutory Clearance required for this package.

16.0 GUARANTEE PERIOD:

The material / work supplied by successful Bidder (including bought out items / equipment) shall be new and of best quality. The bidder shall guarantee the material/ work supplied by



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him (including bought out items / equipment) for the period of twelve (12) months from the date of successful completion of Final Acceptance Test (FAT).

In the event of any inadequacy, defect, error, fault occurring during the Guarantee period, it shall be the responsibility of the bidder to rectify the same promptly with no extra cost.

On expiry of twelve (12) months from the date of successful completion of Final Acceptance Test (FAT), the Performance bank guarantee (without any interest) shall be returned to the successful bidder on demand, provided the successful bidder has fulfilled his obligation under the guarantee period.

17.0 SECURITY DEPOSIT BANK GUARANTEE

The Contractor will furnish within two (2) weeks from the receipt of order/ Fax order, Security Deposit in the form of a Bank Guarantee for a value of 10 % of the Total Price in favor of **Government Tool Room and Training Centre, Dumka** in the prescribed Performa.

The Security Deposit shall be for the due and faithful performance of the Contract and shall remain binding notwithstanding such variation, alteration or extension of time as may be made, given, conceded or agreed to between the Contractor and GTRTC in the Contract.

The Security Deposit furnished by the Contractor will be subjected to the terms and conditions of this order and GTRTC will not be liable for payment of any interest or charges on the Security Deposit or any depreciation thereof.

The Security Deposit Bank Guarantee shall be released on Contractor's application after completion of work at site in full and good condition and verification thereafter which will be done within 30 days from the date of receipt of notice for completion of the work.

18.0 PERFORMANCE BANK GUARANTEE

18.1 The bidder shall furnish a Performance Bank Guarantee as per proforma enclosed in Annexure-II, from any of the Indian Nationalised or Scheduled Banks in favor of **Government Tool Room and Training Centre, Dumka** for an amount equivalent to 10% (Ten percent) of the Total price for getting the balance 20% payment as stipulated in clause No. 4.5 (II) of SCC.

18.2 The Performance Bank Guarantee, submitted in the form of Bank Guarantee, shall be for the due and faithful performance of the Contract and shall remain binding notwithstanding such variations, alterations or extensions of time as may be made, given conceded or agreed to between the bidder and the GTRTC.

18.3 The Bank Guarantee for Performance Bank Guarantee shall remain in force and effective during the period of the Contract and shall continue to be enforceable till guarantee period as per clause 16.0 of SCC. The Bank guarantee shall provide for extension of validity on demand by GTRTC. Such extension of validity shall be confirmed by the guarantor bank without any reference to the Bidder. The Bank guarantee against Performance Bank Guarantee shall be returned to the Bidder after completion of Guarantee period, against bidder's application.



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18.4 Should the extent or the object of the contract be altered during the execution of the contract in such a way as to effect an increase or reduction on the Total Price by more than 10% , the amount in the Bank guarantee shall be increased or reduced correspondingly.

18.5 The Bank Guarantee and/or any amendment thereto shall be executed on a non- judicial stamped paper of requisite money value as prescribed by the Statute.

19.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

19.1 The time stipulated in the contract shall be deemed to be the essence of the contract. In case the Contractor fails to adhere to the time specified under Completion period indicated under clause no. 8 of GCC, then L.D. will be levied by the Purchaser.

Liquidated Damages for delay will be based on the time schedule. The Purchaser shall recover the amount of Liquidated Damages, but not by way of penalty, by making deductions from the Contractor's account or by encashment of Contractor's Bank Guarantees at the rate 0.5% of the non-utilizable portion of works/supplies (including supplies, erection, commissioning and Final Acceptance test) per week of delay or part thereof. The ceiling of this Liquidated Damages shall be 5 % of the non-utilizable portion of works / supplies (including supplies, erection, commissioning and Final Acceptance test).

19.2 The liquidated damages for delayed completion shall be recovered from the Bidder's bill or Bank guarantee.

20. ORDER OF PRECEDENCE

The following documents shall be deemed to form an integral part to this bidding document and shall be read and construed in the order of precedence given below :

1. Invitation To Tender
2. Special Conditions of Contract
3. General Conditions of Contract
4. Technical Specification (Vol-II) and Annexures
5. Any other documents, as applicable.

In the event of any ambiguity or conflict between the bid documents listed above, the order of precedence shall be in the order which is listed above.

21.0 INSPECTION

This clause shall be read in conjunction with respective stipulations given in Technical Specification and GCC.

Inspection call shall be given to MECON/GTRTC. Details shall be indicated in the Work Order.

All the materials/equipments shall be inspected at the Contractor's/Sub-vendor's works or premises before dispatch. GTRTC at its discretion may however, waive inspection of any part.



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After receipt of materials/equipment, the same shall be again inspected so as to ascertain the condition of the consignment, whether received in full or good condition or not at site.

22.0 **"Final Acceptance Test"** shall mean such tests as are prescribed in the Technical Specification to be done by the CONTRACTOR.

23.0 GENERAL

The details of address of persons for correspondence on technical/ commercial matters related to the order shall be given in the order.

All other terms & conditions shall be as per enclosed General Conditions of Contract.



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SECTION - III

GCC

GENERAL CONDITIONS OF CONTRACT

FOR

**Government Tool Room & Training Centre,
Dumka**

OFFICE EQUIPMENTS AND KITCHEN ITEMS

APR, 2015



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1.0 SCOPE OF WORK

- 1.1 The scope of work of the bidder covers Design, manufacture, assembly, testing at manufacturer's works, painting, delivery F.O.R. site, storage, erection as per approved layout drawings including supervision, testing and commissioning of Equipment as specified in content item bearing serial no. 3 of Technical Specification inclusive of associated control, electrical, and all accessories **on Turnkey Contract basis** as detailed in Technical Specification No. MEC/11/24/10G6/TS/102 Rev.0 required for **Government Tool Room & Training Centre (GTRTC) Dumka**. The equipment shall meet the specified performance to the satisfaction of the Owner.
- 1.2 All equipment will be dispatched by Road Transport on door delivery and freight and insurance pre-paid basis. All equipment/components shall be supplied as per the agreed erection sequence. If the same are not supplied as per the required sequence, the payment of such items may be withheld.
- 1.3 Your scope of work also includes the following:
 - 1.3.1 Establishment of site office, stores, receiving, assembly/ fitting, storage, transportation to site, erection, testing, commissioning & supervision services during erection, commissioning & PG Tests and handing over of the equipment/system to GTRTC. Providing watch & ward, insurance etc. for safe custody of materials till handing over of the equipment/system to GTRTC.
 - 1.3.2 Supply of required quantity of initial fill of lubricants, hydraulic fluid, other consumables including replenishment necessary for erection, testing, and commissioning of machine tools / equipment etc under the scope of supply.
 - 1.3.3 Supplying commissioning spares as required till expiry of guarantee period. The mandatory commissioning spares shall be supplied as indicated in the Technical Specification, enclosed at Volume II. If any more spares other than those indicated are required during commissioning, the same shall be supplied by you without any cost to the Purchaser.
 - 1.3.4 Minor chipping and dressing of foundation (if required) by chiselling, undertaking all repair, modification and rectification work of civil works for completeness of erection to the satisfaction of GTRTC.
 - 1.3.5 Providing adequate tools and tackles, instruments, scaffolding, handling & providing construction equipment required for completion of the work.
 - 1.3.6 Providing all shims, wedges, packing plates, fasteners as may be required for erection.
 - 1.3.7 Providing derrick, chain, hoist, ropes etc and all material handling equipment as may be required during the erection.
 - 1.3.8 Providing all skilled, semi-skilled, un-skilled labour & supervisory personnel as required for erection/ testing and commissioning of the system.



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2.0 CONTRACT DOCUMENT

2.1 The term 'Contract Documents' shall mean and include the following, which shall be deemed to form an integral part of the 'Contract'.

- a) Invitation to Tender, Special Conditions of Contract, Contract Agreement, General Conditions of Contract and all other documents issued by the PURCHASER.
- b) Specifications of the equipment to be supplied/work to be executed under the 'Contract', furnished in attached Technical Specification.
- c) CONTRACTOR's offer including the letters of clarifications thereto between the CONTRACTOR and the PURCHASER prior to the award of 'Contract'.
- d) All the materials, literature, data and information of any sort given by the CONTRACTOR along with his offer, subject to the approval of the PURCHASER.
- e) Any agreed variations to the conditions of the documents and specifications and special terms and conditions of 'Contract', if any.

2.2 In respect of 'Equipments' to be supplied and/or the 'work' to be executed under the 'Contract' all minor accessories/works which are necessary for the satisfactory and efficient operation of the plant, should be supplied/executed free of cost whether they are specifically mentioned or not in the Tender or Purchase Order.

2.3 The several documents forming the 'Contract' are to be taken as mutually explanatory of one another but in case of ambiguities or discrepancies, the same shall be explained and the PURCHASER shall issue instructions directing in what manner the 'Works' are to be carried out. Provided always that if in the opinion of the PURCHASER, compliance with any such instructions shall involve the CONTRACTOR in any expense which, by reason of any such ambiguity or discrepancy, the CONTRACTOR did not and had reason not to anticipate, the PURCHASER shall certify and shall pay mutually agreed such additional sum as may be reasonable to cover such expense.

2.4 The metric system of measurement shall be exclusively used under this 'Contract'.

3.0 DEFINITION OF TERMS

The following words and expressions as used in this Contract (as hereinafter defined) and in the Tender shall have the meanings hereof assigned to them except where the context otherwise requires:

3.1 "Purchaser" shall mean and include Government Tool Room & Training Centre (GTRTC), Dumka and its different functionaries entrusted with the responsibilities in relation to this contract in respect of the area of responsibilities of such functionaries.

3.2 "Approval of the Purchaser" shall mean the written approval by the PURCHASER/CONSULTANT with respect to matters delegated to the CONSULTANT by a document or drawing or other particulars or matters in relation to the Contract.



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- 3.3 **"Consultant"** shall mean the Consultant appointed by the PURCHASER for the Project and refer to **MECON Limited** and their duly authorized representatives and any other Consultants as may be duly appointed by the purchaser.
- 3.4 **"Base Date"** shall mean the first working day of the calendar month, one month prior to the original schedule date of bid opening (Part I).
- 3.5 **"Completion Time"** shall mean the period stated in the Contract for the completion of Works up to and including successful completion of Final Acceptance Test (FAT) and shall be calculated from the date of Letter of Intent/ Fax Order.
- 3.6 **"Commissioning"** shall mean integrated activity covered under "Preliminary Operation", "Initial Operation" and "Completion of Trial Operation".
- 3.7 **"Contract"** shall mean and include this Contract between the Purchaser and the Contractor duly signed by the parties thereto, for the execution of the Works together with all documents annexed/attached therewith.
- 3.8 **"Contractor"/"Successful Bidder."** shall mean the Bidder whose bid has been accepted by the PURCHASER and on whom the LOA/Contract or Purchase Order is issued by the Purchaser and shall include his heirs, legal representatives, successors and permitted assignees.
- 3.9 **"Total Price"** shall mean the total consideration to be paid by the PURCHASER to the CONTRACTOR.
- 3.10 **"Contract Period"** shall mean the time period from the date of Letter of Intent/Fax Order to the date of final takeover of the plant / equipment / system covered under the contract inclusive of any period covered by extension(s) duly issued unless otherwise terminated.
- 3.11 **"Guarantee/Warranty Period"** shall mean the period of twelve (12) months from the date of successful completion of Final Acceptance Test (FAT).
- 3.12 **"Final Takeover"** will occur when the following are achieved.
- a) All supplies and services including mandatory spares, special tools and tackles have been completed as per Contract.
 - b) Final balance documentation, if any, incorporating latest modifications in as built drawings has been submitted by the CONTRACTOR in requisite copies.
 - c) The CONTRACTOR has rectified in a definite manner all objections/observations mentioned in the 'Commissioning certificate'.
- 3.13 **Sub Vender** is a person or a firm who has been retained by the Contractor to meet all obligations stipulated therein for performing part of contract as required by the Purchaser, and shall include his heirs, legal representatives, successors and permitted assignees.
- 3.14 **"Contract Drawings"** shall mean the designs, plans, drawings, diagrams, tracings and prints thereof and details which are required to be supplied by the Contractor as per terms of the Contract for the execution of the Works and shall include the ones approved by the Purchaser/Consultant.
- 3.15 **"Delivery/Supply"** shall mean delivery of only such equipment, materials and supplies specified in the Contract and manufactured and/or supplied by the Contractor in accordance with the sequence of delivery schedule of the Contract and in case of construction and erection work, delivery shall mean the approval of the PURCHASER to the said construction and erection work.



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- 3.16 **"Dimensions"** shall mean the extent of a line, area, and volume. They are to be based on the metric system i.e.
- **For length measurement in km or mm.**

1 km	=	1000 m
1 m	=	100 cm
1 dcm	=	10 cm
1 cm	=	10 mm
 - For surface measurement, in sq. m.
 - For volume measurement in cu. m.
- 3.17 **"Engineer"** shall mean the Project Manager or the officer nominated by the PURCHASER.
- 3.18 **"Erection"** shall mean the putting up of structures and/or installation of plant and equipment under the contract by the CONTRACTOR and/or under the supervision of the CONTRACTOR and will include any service which the Contractor is required to perform at the site with his own and/or other staff and/or labour for the due fulfillment of the Contract.
- 3.19 **"Initial Operation"** shall mean all operations undertaken as part of "Commissioning" after completion of "Preliminary Operation" upto commencement of "Trial Operation". It shall be the first integral operation of the complete plant/system/equipment covered under the "Contract" and shall include no-load/partial load/ full load runs for mechanical/electrical try-outs and gathering of operational data, calibration, setting and commissioning of control systems, and shut-down inspection and adjustment after running trial of the plant/system/equipment covered under the Contract.
- 3.20 **"Letter of Award"** shall mean the official notice issued by Purchaser notifying the Contractor that his proposal has been accepted.
- 3.21 **"Effective date of contract" shall mean date of Letter of Intent (LOI)/Fax Order.**
- 3.22 **"Manufacturer"** refers to a person or firm who is the producer and bidder of material or designer and fabricator of equipment to either the Purchaser or the Contractor or both under the Contract.
- 3.23 **"Mechanical Completion"** shall be defined to be a state of readiness for "Preliminary Operation" after due erection of all the materials and items of equipment covered under the scope of the Contract.
- 3.24 **"Mobilization"** shall mean establishment as per Contract" of sufficiently adequate infrastructure by the Contractor at site comprising of construction equipment, aids, tools & tackles including setting up site offices with facilities such as power, water, communication etc. establishing man power organization comprising of Resident Engineers, Supervisory personnel and an adequate strength of skilled, semi-skilled and unskilled workers, who, with the so established infrastructure shall be in a position to commence execution of work at site(s) , in accordance with the agreed time schedule of completion of Works. "Mobilization" shall be considered to have been achieved if the Contractor is able to establish infrastructure as indicated above to begin work at Site in accordance with agreed schedule of work to the satisfaction of the Purchaser.
- 3.25 The **"Particulars"** shall mean the following:
- a. Specification
 - b. Drawing
 - c. Sealed pattern denoting a pattern sealed and signed by the Inspector.
 - d. Proprietary make denoting the product of an individual firm.



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- e. Any other details governing the construction, manufacture, supply and/or erection as per the Contract.
- 3.26 **"Performance Guarantee Test"** shall mean such tests as are prescribed in the Specification to be done by the CONTRACTOR.
- 3.27 **"Plant", "Equipment", "Stores", "Item" or "Material"** shall mean and include plant, equipment, material, machinery or any part thereof to be provided for and the erection work to be done by the Contractor under the Contract.
- 3.28 **"Preliminary Operation"** shall mean all activities undertaken, as part of "Commissioning" after "Mechanical Completion" upto commencement of "Initial Operation" and include mechanical and electrical checkouts, calibration of instrument and protection devices, commissioning of sub/supporting system and the plant/system/equipment covered under the Contract.
- 3.29 **"Provisional Take over"** shall mean the take over after successful completion of **"Trial Operation"** of the Equipment / Systems as evidenced by the certificate in this regard signed by the PURCHASER, CONSULTANT and the CONTRACTOR or their authorized representatives. Provisional Take over may be subject to major/minor defects listed in the certificate, the right to determine the nature of defects as major or minor being vested solely with the PURCHASER.
- 3.30 **"Project"** shall mean the site, **Government Tool Room and Training Centre (GTRTC) at Dumka.**
- 3.31 **"Sub-Contractor"** shall mean the person undertaking a part of the work or any person to whom a part of the Contract has been sublet with the consent in writing of the Purchaser and shall include his heirs, legal representatives, successors and permitted assignees.
- 3.32 **"Site"** shall mean the place or places envisaged by the Purchaser at which the plant and equipment supplied under the Contract are to be erected and/or the construction are to be carried out and/or services are to be performed under the Contract together with such other places as may be specifically provided by the Purchaser for the purposes of the contract.
- 3.33 **"Specifications" or "Contract Specification"** shall mean the Technical Specifications, General specifications, Schedules, detailed designs, statements of technical data, performance characteristics value and all such "particulars" mentioned in the Contract.
- 3.34 **"Supervision"** shall mean the successive control and directions given by the Contractor in relation to Contract work during execution of the Contractor's and/or his sub-contractor's work.
- 3.35 **"Supply and Services"** shall mean and include any and all equipment, supplies, materials, drawings, documents and engineering & technical services both outside India and in India to be made/performed by the Contractor under this contract.
- 3.36 **"Tender"** shall mean Purchaser's specification and commercial terms and conditions issued for the purpose of preparing offers.
- 3.37 **"Tender Drawing"** shall mean such drawings, plans, sketches and details as are issued together with the Purchaser's Specification for the purpose of preparing bids.
- 3.38 **"Test"** shall mean and include any and all tests to be performed under the Contract in order to determine the standard, quality, performance and efficiency etc.
- 3.39 **"Time"** shall be reckoned by months, weeks, days and hours, month being equivalent to the calendar month according to the Gregorian Calendar. The day or days unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.



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- 3.40 **"Trial Operation"** shall mean the integrated operation of the plant/system /equipment covered under the Contract for a specified period at specified load for proving trouble free operation of the plant/system/equipment covered under the Contract.
- 3.41 **"Inspector"/"Inspecting Engineer"** shall mean any person or firm nominated by or on behalf of the Purchaser or his duly authorized representative to inspect equipment, supplies, materials or work under the Contract.
- 3.42 **"Unit"** shall mean such plant and equipment as generally defined in Technical specification.
- 3.43 **'Weight'** shall mean the calculation of a load. It is to be stated in ton (1 ton = 1000 Kilogram) and/or kilogram (1 kilogram = 1000 gram).
- 3.44 **"Works"** shall mean and include all works specified or set forth and required as per the specifications, drawings and schedules hereto annexed or referred to or to be implied there from or incidental there to or to be hereafter specified or required in such explanatory instructions and drawings as shall from time to time during the progress of the work hereby contracted for, be supplied by the PURCHASER and to be supplied and executed by the CONTRACTOR under the Contract.
- 3.45 Words **"Importing"** persons shall include firms, Companies, Corporation, associations or body of individuals whether incorporated or not. Words importing masculine gender or singular number shall also include the feminine gender and plural number and vice-versa where the context so requires or permits.
- 3.46 **Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sales of Goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) and such others as mentioned from time to time.**

4.0 CONTRACTOR TO INFORM HIMSELF FULLY

The CONTRACTOR shall be deemed to have carefully examined all Contract Documents and the site for its condition, infrastructure, working conditions etc. to his entire satisfaction. If he shall have any doubt as to the meaning of any portion of the Contract Documents, he shall, before signing the 'Contract' set forth the particulars thereof, and submit them to the PURCHASER in writing, in order that such doubt may be removed. The PURCHASER will provide such clarifications as may be necessary in writing to the CONTRACTOR. Any information otherwise obtained from the PURCHASER shall not in any way relieve the CONTRACTOR of his responsibility to fulfill his obligations under the 'Contract'.

5.0 MANNER OF EXECUTION OF CONTRACT

- 5.1 The PURCHASER, after the acceptance of the 'Letter of Intent' (LOI)/ 'Letter of Acceptance' (LOA)/ Fax order by the CONTRACTOR, will prepare the detailed order/final agreement which will represent the finally agreed terms & conditions of the contract.
- 5.2 In case agreement is required to be signed, CONTRACTOR will present himself for signing of the 'Contract' with the proper power of attorney and other requisite materials.
- 5.3 The agreement will be signed in two originals and the CONTRACTOR shall be provided one signed original and the other will be retained by the PURCHASER. Similarly two copies shall be issued in case of purchase order, one copy of which shall be retained by the Contractor and the other will be returned to the Purchaser after signing each page as a token of acceptance of all terms and conditions.



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- 5.4 The CONTRACTOR shall provide free of cost to the PURCHASER all the ENGINEERING data, drawings and descriptive materials submitted with the tender, in at least three (3) copies to form a part of the 'Contract', immediately after issue of 'Letter of Intent'.

6.0 EFFECT AND JURISDICTION OF CONTRACT

The 'Contract' shall be considered as having come into force from the date of issue by the PURCHASER of the FAX order / 'Letter of Acceptance'/'Letter of Intent' to the CONTRACTOR.

The laws applicable to this 'Contract' shall be the laws in force in India. In case of any legal disputes, the same shall be subject to jurisdiction of courts at Ranchi.

7.0 SUB-LETTING

- 7.1 The Contractor shall not sublet/sub-contract the whole or any part of work or assign the Contract or any part thereof without the prior written consent of GTRTC. Such consent, if given, shall not establish any contractual relationship between the Sub-Contractor(s) and GTRTC and shall not relieve the Contractor of any liability, responsibility or obligation under this Contract and the Contractor shall be responsible for the acts, defaults or neglects of any Sub-Contractor or his representative or workmen as fully as if they were the acts, defaults and neglects of the Contractor himself. In the event the Contractor contravenes this condition, GTRTC reserves the right to reject the equipment/Work sub-contracted and procure the same from elsewhere at Contractor's risk and cost. The Contractor shall be solely liable for any loss or damage which GTRTC may sustain in consequence or arising out of such replacing of the contract work.

8.0 COMPLETION PERIOD

Overall completion schedule of the items covered under the scope of supply from the date of LOI/Fax order for Dumka site shall be as follows :

Dumka - 4 months from the Effective date of Contract

The completion period shall include design, manufacture, inspection, delivery at sites, erection, testing, commissioning & Final Acceptance test.

- 8.1 Completion period is the most important aspect of this Contract. The effective date of contract shall be the date of Fax Order/LOI. The different activities i.e. design & engg., manufacture, supply, erection, testing & commissioning and Final Acceptance Test shall be completed within the time frame.

- 8.2 Time for completion of work shall be firm and binding.

9.0 TOTAL PRICE

- 9.1 Total Price for the total scope of work enumerated above shall be indicated in price bid format as enclosed at Section – IV of Volume I. The Total price shall be inclusive of design, manufacture, assembly, testing at manufacturer's works, painting, delivery F.O.R. site, storage, erection as per approved layout drawings including supervision, testing and



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commissioning of Equipment including commissioning spares, Final Acceptance Test inclusive of all taxes, duties, levies, freight & insurance etc required for Government Tool Room & Training Centre (GTRTC) Dumka. Price shall also include all charges towards packing & forwarding, insurance cover for transit and till commissioning of equipment, Sales Tax, VAT, Service tax and Excise Duty etc. as applicable on raw material/ component and freight on door delivery freight prepaid basis. The Total Price also includes supply of commissioning spares as required till expiry of guarantee period. The breakup / education cess of price to all component of cost, taxes/ duties etc. shall be furnished.

- 9.2 Total Price/Unit rate shall remain firm and binding and shall not be subjected to any variation whatsoever on any account.
- 9.3 **During the course of execution of the contract, GTRTC has the right to award addition or deletion of work or advice removal/ repair/ re-fabricate the work already executed. Under the above situation, the Contractor shall agree for addition/deletion of the work, as per the price/unit rate to be agreed upon between GTRTC and Contractor.**

10.0 CURRENCY OF PAYMENT

- 10.1 The currency shall be **Indian Rupees.**

11.0 TAXES & DUTIES

11.1 GENERAL

- a) The CONTRACTOR must be registered locally under the JGST Act. Contractor must furnish to GTRTC, its Registration Number / Registration Certificate with Jharkhand Sales Tax Authority. Any Sales tax liability due to failure on the part of the Contractor to get itself registered under the Act, will be to the account of the Contractor.
- b) As per statutory requirement, tax on Works Contract shall be recovered at source from the Contractor by GTRTC.
- c) In case the delivery is effected from outside the State of Jharkhand, the contractor shall make necessary arrangements for dispatch of goods on self-consignment basis to its local office in the State of Jharkhand. For this purpose, the contractor shall follow appropriate procedure and arrange for necessary documents and statutory forms for such branch transactions. For smooth transit of consignment through check post, Way Bill, if any, shall also be procured and handed over to the transporter by the Contractor.
- 11.2 Any Income Tax, which GTRTC may be required to deduct by law/statute, shall be deducted at source and shall be paid to the Income Tax authorities on account of the CONTRACTOR. GTRTC shall provide the CONTRACTOR a certificate for such deduction of tax.
- 11.3 Excise Invoice shall be drawn in favor of Government Tool Room & Training Centre (A/c GTRTC).



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- 11.4 The CONTRACTOR shall arrange dispatch of materials on self-consigned basis to their local office (other than GTRTC) in the State of Jharkhand, and also arrange necessary declaration form required for the branch transfer. For smooth transit of Consignment through check post, waybill, if any shall be procured and handed over to Transporter by the CONTRACTOR.
- 11.5 In case of introduction of new taxes & duties by central or state Govt. or local bodies after the effective date of this Contract, the same shall be reimbursed to the CONTRACTOR on production of documentary evidence.
- 11.6 Sales Tax as applicable on Raw Materials/Bought-out Components/Inputs is included in the Total price.
- 11.7 Except as above, GTRTC shall not be liable for any taxes, duties, levies and fees and the same if any, are included in the Total Price.

12.0 TERMS OF PAYMENT AND PERFORMANCE BANK GUARANTEE

- 12.1 Subject to any deductions which GTRTC may be authorized to make under the contract, the Total Price shall be payable as mentioned in Invitation To Tender (ITT).
- 12.2 Performance Bank guarantee shall be in GTRTC's pro-forma. Payment shall be released by A/C payee cheque within 30 days of receipt of correct and complete documents at GTRTC, Dumka.

Payment indicated above shall be released upon furnishing of evidence for fulfillment of statutory requirement viz. ESI/EPF/EPS/ Minimum Wages Act.

- 12.3 The bill shall be submitted by the Contractor within one month from the date of completion of payment milestones:
- Original plus two copies of pre-receipted invoice.
 - Inspection / waiver certificate issued by purchaser / its authorised representative.
 - Despatch clearance issued by Purchaser
 - Completion Certificate issued by GTRTC .
 - No claim Certificate by the Contractor.
 - Copies of deviation statement and order for extension of time, if granted.
 - Performance Guarantee by the Contractor.
 - Return of all drawings/documents issued to the Contractor for the work.
 - Clearance from Statutory Authorities (if any).

13.0 INSURANCE

- 13.1 MCE Insurance policy shall be arranged by Contractor to cover the risk against transit loss/ damage and also during civil work, construction and erection, commissioning till final handing over the stores to Purchaser after commissioning and PG test.
- 13.2 Immediately upon dispatch of the Equipment, the Contractor shall inform following details over Fax to Purchaser i.e to **Principal, Government Tool Room & Training Centre (GTRTC), Dumka, Attn.: Shri S. S. Prasad, Dumka** with a copy to the Insurance Company:-
- Lorry Receipt Number and name of the transporter.



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- ii) Truck No./ Trailer No.
- iii) Details of the goods dispatched and number of total packages.
- iv) Value of goods dispatched to be insured.

The details listed in point (i) to (iv) are also to be sent to Insurance Co. by post indicating Contractor's policy number. Policy Number and the name of the Insurance Co. will be intimated by the Contractor to GTRTC by submitting a copy of the policy before dispatch.

The resultant loss if any due to failure of Contractor/sub- Contractor to comply with the above instructions shall be to the account of Contractor.

In case of any damage/loss/pilferage/non-delivery during transit, erection, commissioning the Contractor shall lodge the claim and settle the claim on the underwriter at the earliest. The Contractor shall also arrange replacement of the damaged, lost/pilfered items expeditiously, so as not to hamper the erection and commissioning work at project site.

- 13.3 Contractor and his sub-Contractor, as required by law for purpose of this contract, shall arrange, secure and maintain during execution of the Contract, all other types of insurance as may be necessary or required by law for purpose of this order and for all such amounts to protect the interest of GTRTC against all risks as detailed herein. Insurance Policy taken shall be kept valid till completion of work at identified project site.
- 13.4 Contractor shall ensure that they shall furnish to GTRTC with evidence of such insurance, a copy of the issued policy and any amendments thereto and prompt notification of any cancellation or termination thereof. Should the Contractor default in paying any premium when due, GTRTC, without prejudice to other remedies set forth in this contract, shall be at liberty to pay such premium and recover the same from the Contractor.
- 13.5 Contractor shall arrange Workmen's Compensation Insurance, Comprehensive Automobile Insurance and Comprehensive General liability Insurance at his cost for his own worker, staff and equipment. Contractor shall also arrange Third party insurance to cover the risk of damage to surrounding property and Third person liability.
- 13.6 The Contractor shall take out insurance policy in the joint name of GTRTC / CONTRACTOR from one or more nationalised insurance company.

14.0 LIQUIDATED DAMAGES (L.D)

Liquidated Damages (L.D) for non-fulfillment of Time Schedule

The time stipulated in the contract shall be deemed to be the essence of the contract. In case the Contractor fails to adhere to the time specified under Completion period indicated under clause no. 8 of GCC, then L.D. will be levied by the Purchaser.

Liquidated Damages for delay will be based on the time schedule. The Purchaser shall recover the amount of Liquidated Damages, but not by way of penalty, by making deductions from the Contractor's account or by encashment of Contractor's Bank Guarantees at the rate 0.5% of the non-utilizable portion of works/supplies (including supplies, erection, commissioning and Final Acceptance test) per week of delay or part thereof. The ceiling of this L.D shall be 5 % of the non-utilizable portion of works / supplies (including supplies, erection, commissioning and Final Acceptance test).



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15.0 CONTRACTOR'S DEFAULT

If the CONTRACTOR shall neglect to execute the 'Work' with due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him, in writing, by the PURCHASER in connection with the 'Work' or shall contravene the provisions of the 'Contract', the PURCHASER may give notice in writing to the CONTRACTOR to make good the failure, neglect or contravention complained of. Should the CONTRACTOR fail to comply with the notice within a reasonable time, maximum thirty (30) days from the date of such notice, then and in such case, the PURCHASER shall be at liberty to employ other CONTRACTOR and forthwith execute such part of the 'Work' as the CONTRACTOR may have neglected to do or if the PURCHASER shall think fit it shall be lawful to him, without prejudice to any other right he may have under the 'Contract', to take the 'Work' wholly or in part out of the CONTRACTOR's hands and get it executed by any other VENDOR to complete the work or any other part thereof with any other person or persons, complete the 'Work' or any part thereof and in that event, the PURCHASER shall be entitled to retain and apply any balance which may otherwise be due on the 'Contract' by him to the CONTRACTOR, or such part thereof as may be necessary for the payment of the cost of executing the said part of the 'Works' or of completing the 'Work', as the case may be, through alternate arrangements. If the cost of completing the 'Works' or executing a part thereof as aforesaid shall exceed the balance due to the CONTRACTOR, the CONTRACTOR shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay, which the CONTRACTOR shall have to pay if the completion of 'Works' is delayed.

The termination of the 'Contract' under this clause for part or for total of balance scope, shall not entitle the CONTRACTOR to reduce the value of the BG towards Performance Guarantee nor the validity period thereof. The Performance Bank Guarantee shall be valid for the full value and for the full period as originally stipulated in the 'Contract'.

16.0 RESPONSIBILITY FOR PERFORMANCE OF CONTRACT

- 16.1 The Contractor shall be entirely responsible for the due performance of the Contract in all respects according to the intent and meaning of the drawings, specifications and all other documents referred to in this Contract. GTRTC will have the right to reject the work done by the Contractor if it is found that the work carried out by the Contractor is not in conformity with the terms and conditions of the Contract in all respects.
- 16.2 The Contractor shall co-operate with GTRTC's other Contractors, if any, and freely exchange all technical information with them to obtain the most efficient output. No remuneration shall be paid by GTRTC for such technical cooperation.

17.0 DESIGN DRAWINGS AND DOCUMENTS REVIEW

- 17.1 All drawings and other documents submitted by CONTRACTOR shall be subjected to review/approval by GTRTC/ its authorized representative.
- 17.2 During the course of realization of the Project, necessary documents and drawings shall be prepared and submitted by CONTRACTOR as per relevant clause of Technical specification.



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17.3 The granting of any approval by GTRTC shall not absolve the CONTRACTOR of his responsibilities for the design or the correctness of drawings and for the drawings and specification. Any such approval by GTRTC shall not constitute a waiver by GTRTC of any right under this Work Order.

18.0 ERRORS AND OMISSIONS

The Contractor shall be responsible for any discrepancies, errors and omissions in the drawings, documents or other information submitted by him, irrespective of whether these have been approved, reviewed or otherwise accepted by the PURCHASER or not.

The Contractor shall take all corrective measures arising out of discrepancies, errors and omissions in drawings and other information referred to relevant Clause of GCC within the time schedule and without extra cost to the PURCHASER.

The Contractor shall also be responsible for any delay and/or extra cost if any, in carrying out engineering and site works by other agencies arising out of discrepancies, errors and omissions stated in relevant Clause of GCC as well as of any late revision/s of drawings and information submitted by the Contractor.

19.0 CUSTOMS DUTY AND CLEARANCE (FOR IMPORTED COMPONENT, IF ANY)

19.1 GTRTC shall provide the necessary documentation and assistance including end user certificates enabling the Contractor to import the items. In the event of customs duty or any other duty payable by Contractor or his subcontractor/Vendors on imported items, the same shall not be reimbursed by GTRTC. Customs clearance and other formalities for the imported items, at the destined port within the country shall be handled by the Contractor at its cost. Further, transportation from the port to the works of Contractor or site shall be arranged at their own cost by Contractor only.

19.2 All documents for import shall be drawn in name of Govt. Tool Room & Training Centre, Dumka.

20.0 SUBMISSION OF PROGRESS REPORT

The Contractor shall submit a Progress Report in requisite number of copies indicating status of procurement of raw materials, progress of manufacture, likely date of inspection and dispatch, erection, testing & commissioning etc. so as to ensure completion within contractual completion period. The format for the progress report shall be mutually agreed. In case progress is not found satisfactory, the Contractor shall take all remedial measures to rectify the slippage so that the contractual completion period is maintained.

21.0 TYPE, QUALITY OF MATERIAL AND WORKMANSHIP

21.1 The Contractor shall be deemed to have carefully examined and to have the knowledge of the conditions, specifications, schedules, drawings, etc. forming part of the Contract and also to have satisfied himself as to the nature and character of the work to be executed and, wherever necessary, of the site conditions and other relevant matters and details. Any information thus had or otherwise obtained from GTRTC shall not in any way relieve the Contractor from his responsibility for executing the work in terms of the Contract.

21.2 The Contract work shall be of the best quality and workmanship according to the latest engineering practice at the time of entering into the Contract. All materials shall be new.



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21.3 Brand Names/Makes, Codes and Standards referred in Contract documents shall be followed. Brand Names/Makes, Codes and Standards of other countries can be followed with the prior written approval of GTRTC provided materials, supplies and equipment according to the standard are equal to or better than the corresponding standards specified in the Contract.

22.0 SAFETY, RELIABILITY AND QUALITY ASSURANCE

22.1 As the system/equipment design, development, manufacture and realization is highly complex in nature, the criteria to be followed and adopted shall adhere to high degree of safety, reliability and quality for their systematic and proper functioning when called for. Reliability and quality assurance plan shall be submitted by the Contractor strictly as per the details given in the Technical Specifications enclosed at Volume II.

22.2 If at any time, Contractor's methods, material or equipment appears to be unsafe, inefficient or inadequate for safety and quality of the work, GTRTC may order to ensure the safety and increase the efficiency. Contractor shall comply with such order.

23.0 INSPECTION/SUPERVISION AND TEST

23.1 GTRTC have engaged MECON as the Consultant-cum-Inspection Agency for carrying out stage/ Final inspection for supply item and its construction, erection and testing work at site. Contractor shall extend all necessary help/ equipment/ tools/measuring instruments as required for conducting necessary tests/ inspection at works/ site to MECON/ Engineer-in-charge/ GTRTC.

23.2 GTRTC/MECON shall have the right of inspection and supervision of the manufacturing process adopted by the Contractor for the manufacture of equipment at various stages through his authorized representatives. In case the manufacturing process adopted is not found suitable and commensurate with the desired quality of the equipment, the Contractor will be advised to adopt the correct manufacturing process which will be binding on the Contractor. GTRTC/MECON's decision regarding the quality of work and its acceptability shall be final and binding on the Contractor.

23.3 At any time during the manufacture, the Contractor, on demand from GTRTC / MECON or their authorized representative shall carry out tests of the equipment in appropriate manner in their presence free of charge to GTRTC/MECON. Should the Contractor himself is not in a position to carry out the test he shall, get the tests done at his own cost at such testing station as GTRTC/MECON may specify and the cost of the test so conducted shall be to the Contractor's account. Should a part of the equipment be manufactured not in the Contractor's own premises but on other premises, the Contractor shall likewise obtain permission from GTRTC/MECON representative to inspect and test the work, as if the said equipment were being manufactured in the Contractor's premises. The inspection, examination or testing carried out by GTRTC/MECON shall not, however, relieve the Contractor from any of his obligations under the Contract.

23.4 The Contractor shall give minimum 2 weeks notice in advance to MECON/GTRTC /Engineer-in-charge for inspection and testing of any equipment on its being ready specifying the period likely to be required for such inspection and testing. In case, where GTRTC / MECON is requested to carry out inspection and testing but in fact the equipment is not ready, the cost of such visits by GTRTC/MECON including the consequential cost and expenses shall be debited to the Contractor's account.



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- 23.5 The Contractor shall provide, free of charge to GTRTC/MECON such materials, tools, gauges, electricity, fuel, water, stores, apparatus, instruments and labor as may reasonably be demanded to carry out efficiently such inspection and tests of the plant and equipment in accordance with the contract and shall give facilities to GTRTC/MECON to accomplish such inspection and testing.
- 23.6 If the existence of hidden defects due to faulty materials and workmanship is suspected in the work, GTRTC/MECON shall have the right to order the removal and rebuilding of the doubtful parts of the work or of carrying out additional tests as required. The cost involved in such operation shall be borne by the Contractor.
- 23.7 GTRTC/MECON shall be at liberty to reject all or any equipment or part thereof on the ground of quality of the equipment/work which are not in accordance with the Contract or do not fulfill the requirement of the Contract after giving reasonable notice in writing to the Contractor.
- 23.8 In case the inspection and tests of the equipment have been satisfactorily completed, GTRTC/MECON shall issue a certificate to that effect.
- 23.9 The satisfactory completion or inspection or tests or the issue of the certificate by GTRTC/MECON shall not bind GTRTC/MECON to accept the equipment, should it on further test after erection be found not to comply with the requirement of the Contract.
- 23.10 Wherever the tests can not be conducted at Contractor's premises the same shall be carried out at Site (subject to approval of GTRTC/MECON by the Contractor to the satisfaction of GTRTC/MECON at no extra cost.
- 23.11 The Contractor shall carry out all agreed test at site after erection and demonstrate the performance of equipment/system to the satisfaction of GTRTC/MECON.
- 23.12 No equipment shall be dispatched without receipt of dispatch clearance of GTRTC/Engineer-in-charge and receipt of Inspection/Inspection certificate from GTRTC/MECON.
- 24.0 SHOP ASSEMBLY AND TRIAL RUN**
- 24.1 The Contractor shall trial, assemble the complete equipment in his shop and conduct the trial run of the equipment with test motors to be arranged by him. The equipment shall be bench marked before disassembly, wherever necessary, prior to dispatch for the convenience of assembly at site.
- 24.2 The Contractor shall undertake at his shop trial run of the assembled equipment and the trial run shall be carried out as per the relevant standard. Upon receipt of acceptance certificate from GTRTC/MECON the Contractor shall disassemble the equipment and pack the same properly for dispatch to site.
- 24.3 Details of assembly and trial run shall be as per Technical Specification enclosed at Volume II.
- 25.0 TITLE AND ASSUMPTION OF RISK**



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- 25.1 The title of the work executed under this contract shall pass to GTRTC only after satisfactory testing and commissioning of the total system at site and Final Acceptance by GTRTC as described under the clause no. 23.0 and 37.0 (Inspection/ Supervision/ Test and Final Acceptance).
- 25.2 This Clause shall not in any way adversely affect or derogate against the Contractor's obligations to provide GTRTC the contract work completed in all respects.
- 25.3 However in order to avail the exemption from payment of Customs duty, special duty, additional duty and special additional duty the consignee of the imported items shall be **GTRTC, Department of Industries, Jharkhand Government, Ranchi**. In such situations, the contractor shall process and handle the imported item immediately after their arrival at port of destination and take over soon after they are cleared from the port. Other formalities such as handling, transportation, obtaining clearances are the responsibilities of the Contractor. GTRTC shall extend necessary assistance in performing these activities in the form of furnishing all necessary document, certification wherever required and with visits if called for. GTRTC shall hand over all such imported items immediately after clearance formalities are completed and the Contractor shall take over as an agent for completing the further work as per the conditions of the Contract and on furnishing bailment bond. The consignee being GTRTC shall not be considered and treated that title is passed on to GTRTC.

26.0 PACKING AND PROTECTIVE PAINTING

- 26.1 The Contractor shall include and provide for securely protecting and packing the equipment in accordance with the best practices so as to protect from damage during transit from point of manufacture till arrival at site under conditions which may involve multiple handling, transport by ship, rail and road, re-shipment, storage, exposure to heat, moisture, rain, etc., and possibility of pilferage. The packing standard will have to be approved by GTRTC and wherever considered necessary, GTRTC may check the packing before dispatch and may ask for modifications to the extent considered necessary to be carried out in the packing and the Contractor shall carry out the same free of charge.
- 26.2 The Contractor shall properly clean the surface of the equipment and apply complete system of painting as per the Contract. All primer and paints and color shall be of best quality and GTRTC shall have the option to approve the same. The Contractor will bring to the notice of GTRTC well in advance cases where for technical reasons, final painting is to be done during/after erection.
- 26.3 Heavy equipment / item shall be mounted and bolted with skids which shall be of sufficient strength to support and prevent distortion. All openings of pipes, valves and equipments must be protected by wooden covers or plugs and machine-finished threads must be covered by caps to protect against damage in transit.
- 26.4 All equipment and parts susceptible to corrosion by exposure to moisture and all electrical equipment shall be thoroughly protected against damage during transit and storage. Machine finished surfaces shall be coated with approved anti-rust compound and all equipment and parts susceptible to corrosion by exposure to moisture shall be given one coat of special rust protective paint suitable for 12 (twelve) months storage in tropical conditions in open space, before dispatch of equipment/component. In addition to normal packing, all electrical equipment shall be wrapped in polythene and polypropylene plastic sheet and openings in electrical equipment shall be sealed with waterproof tape. Dehumidifying agents shall be included within such wrappers. A protective greaseproof paper shall be inserted between the



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brush and armature of motors and generators. All paintings of equipment is to be done as per the `Painting scheme and procedure given in Technical Specification (Attachment I) to this contract.

26.5 The Contractor shall deliver the following supplies, as applicable, in individual separate packages having marking corresponding to the equipment:

- i) Foundation bolts, embedments, etc.
- ii) Commissioning spares
- iii) Special tools for repairs and maintenance
- iv) Specialized erection tools, tackles, instruments and appliances
- v) Consumables
- vi) Spare parts and accessories etc

26.6 Fragile item shall be wrapped in crepe cellulose wadding or equally efficient cushioning material and completed in excelsior and packed in substantial wooden covers with special precaution against risk of breakage.

26.7 The shipment dimension of each package shall not exceed maximum dimensions of packing which can be accepted for transport.

26.8 Each equipment or parts of equipment shall be packed with reference to assembly drawings and corresponding part numbers.

26.9 The Contractor shall be independently responsible for any loss, damage or depreciation to the equipment/supplies due to faulty precaution or insecure packing or for any other case whatsoever.

27.0 DESIGN CO-ORDINATION

The CONTRACTOR shall be responsible for the selection and design of appropriate equipment to provide the best co-ordinated performance of the entire equipment system. The basic design requirements are detailed out in the 'Specification'. The design of various components, sub-assemblies and assemblies shall be so done, so that it facilitates easy field assembly and maintenance. All the rotating components shall be so selected that the natural frequency of the complete unit is not critical at or close to the operating range of the unit.

28.0 DESIGN CO-ORDINATION MEETINGS

The CONTRACTOR will be called upon to attend design co-ordination meetings with the PURCHASER/other CONTRACTORS of the PURCHASER during the period of 'Contract'. The CONTRACTOR shall attend such meetings as and when required and fully co-operate with such persons and agencies involved during those discussions.

29.0 SPARES, TOOLING, JIGS AND FIXTURES:

Any special tools and tackles required for the erection, assembly, dis-assembly and maintenance of the equipment etc., shall be arranged by the CONTRACTOR to ensure quick and proper execution of work. Such items, if being property of the CONTRACTOR, shall be separately packed and brought on to site with due intimation to the PURCHASER, and with proper documentation for records.



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The equipment being new, above items shall be needed in bulk at a later stage. However two separate lists of spares, tooling, jigs and fixtures should be sent alongwith quotation.

- i) Items which you recommend is very necessary are to be available alongwith the equipment.
- ii) Item which may be required at a later stage. **(The price validity of these items should be for a minimum period of two years from the date of commissioning of the equipment).**

30.0 LIABILITY FOR ACCIDENTS AND DAMAGE

The CONTRACTOR shall be entirely responsible for all loss, damage or depreciation to the plant until the plant has been delivered erected and successfully commissioned at the Project site. However, Purchaser shall take necessary insurance policy towards transit insurance and insurance should cover the risk till the equipment is successfully commissioned at the site. VENDOR/CONTRACTOR shall arrange immediate replacement of the damaged/depreciated/lost item or equipment at site. The replacement cost shall be paid to VENDOR/CONTRACTOR limited to the amount of claim accepted by Insurance Company.

The CONTRACTOR shall not be responsible, unless otherwise agreed, for loss, damage or depreciation to goods other than that due to faulty protection and insecure packing beyond the Project site, nor shall he be under any obligation to give further notice, statutory or other, that he accepts no responsibility.

In the event of any claim being made or action brought against the PURCHASER involving the CONTRACTOR and arising out of the matters referred to and in respect of which the CONTRACTOR is liable under this clause, the CONTRACTOR shall be immediately notified thereof; and he shall, with the assistance if he so requires of the PURCHASER, but at the sole expense of the CONTRACTOR conduct all negotiations for the settlement of the same or of any litigation that may arise there from. In such case, the PURCHASER shall, at the expense of the CONTRACTOR, afford all available assistance for any such purpose.

31.0 SETTLEMENT OF DISPUTES

Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the 'Contract' shall be to the extent possible settled amicably between the parties.

If amicable settlement cannot be reached, then all disputed issues shall be settled by arbitration as provided in this contract.

32.0 DESIGN IMPROVEMENTS

The PURCHASER or the CONTRACTOR may propose changes in the 'Specification' of the equipment or quality thereof, any modification in its arrangements or configuration, and if the parties agree upon any such changes in the 'Specification' shall be modified accordingly.

If any such agreed upon change is such that it affects the price and schedule of completion, the parties shall agree in writing as to the extent of any change in the price and/or schedule of



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completion before the CONTRACTOR proceeds with the change. Following such agreement the provision thereof shall be deemed to have been amended accordingly.

33.0 TAKING OVER

Upon successful completion of all supplies and services including mandatory spares, special tools and tackles as well as after submission of all balance documentation incorporating latest modifications in as built drawings by the CONTRACTOR in requisite copies as per Contract.

The CONTRACTOR has also to certify in a definite manner that all objections/observations mentioned in the 'Commissioning certificate' has been taken care of.

34.0 MARKING

34.1 All packages shall be clearly and properly marked in ENGLISH language with indelible paint by stenciling. All previous irrelevant marking shall be carefully obliterated. The Contractor shall ensure that the following are clearly stenciled with good quality non-fading paint on the packages in characters of 150 mm height or so (depending upon size of the packages).

- i) Name and Address of the Consignee
- ii) Name of the Contractor / Sub-Contractor (as the case may be)
- iii) Contract / P.O. No.
- iv) Description
- v) Quantity
- vi) Challan No.
- vii) Package No. 1/10, 2/10, 3/10 10/10 (when there are 10 packages for one consignment.)
- viii) Gross and Net Weights
- ix) Outer Dimension
- x) Place of Despatch
- xi) Destination
- xii) Transit Insurance Policy No.
- xiii) Inspection Certificate No. and Date

34.2 Wherever necessary the packages shall be marked with special marking 'TOP', 'BOTTOM', 'DO NOT OVERTURN', 'FRAGILE', 'HANDLE WITH CARE', 'KEEP DRY', etc., as well as special symbol indicating the top. The position of centre of gravity shall be marked with vertical red line.

34.3 The Contractor shall indicate in the respective packing list identification of packages for the following categories:

- i) To be stored in covered area
- ii) To be stored in outer yard with covered tarpaulin
- iii) To be stored in outer yard without cover
- iv) To be stored in air-conditioned stores
- v) Any special precaution to be taken during storage

34.4 For identification of packages at site color band of specified color of at least 150 mm width shall be painted throughout the breadth of the package on all 4 sides, at a depth of 300 mm below the top of the package.



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34.5 In addition to the above the packages containing commissioning spares, tools & tackles, operating supplies and spares for operation and maintenance shall be painted in black non-fading paint with the following letter in capital `C`, `T`, `O` or `S` respectively in characters of 150 mm high or so at the right hand top corner.

34.6 In case of bundles or metal base, the markings, as herein designated, are to be placed on metal tags which shall be securely attached to the bundle or base as conspicuously as possible.

35.0 IMPORT OF EQUIPMENT/ COMPONENTS (IMPORTED), IF ANY

The Contractor shall arrange import of the imported equipment/ components (if required) as specified in the Technical Specification. The Contractor shall place order on overseas bidder/ manufacturer, arrange custom clearance of imported equipment/ materials, transportation from port of destination to his works/ Project site, arranging PTA etc. for the foreign supervisory personnel etc.

The Total Price is inclusive of all such expenses for import of the imported equipment/component.

36.0 PERMITS AND LICENSES

36.1 The Contractor shall at its own expense obtain all permits and licenses from Indian and foreign Governments required for the performance of work under this Contract and the Contractor shall be required to bear any fees paid to the Government or local licensing authority for obtaining permits and licenses and GTRTC shall not reimburse the Contractor for any such fees paid. The Contractor shall perform the work in accordance with the conditions of all applicable permits and licenses.

36.2 The Contractor shall provide GTRTC with evidence of licenses granted and any restrictions contained therein.

37.0 ACCEPTANCE

37.1 INSPECTION AND FINAL ACCEPTANCE

37.1.1 Preliminary inspections shall be made by GTRTC/MECON either at the Contractor's or at Subcontractor's plant or work site as per case may be. Such inspections shall be in accordance with the Quality Assurance Plan" as per TS. If GTRTC representative observes that any non-conformance with the contract requirements is not being corrected in accordance with the Quality Assurance Plan, GTRTC may so notify the Contractor in writing and the Contractor shall take appropriate corrective action.

37.1.2 Upon arrival of an item at the place of destination and reasonable notification to GTRTC by the Contractor that the item is ready for final inspection and test, GTRTC shall, with the assistance of the Contractor, promptly conduct a final inspection and test of the applicable items involved and either accept the same in writing or notify the Contractor in writing of those particulars in respect of which the equipment is unacceptable. Upon demonstration to GTRTC the corrective actions, the item involved shall be accepted by GTRTC in writing.

37.1.3 The Contractor shall perform tests in accordance with relevant chapter of Technical Specification and delivered test data in accordance with Technical Specification and the Quality Assurance Plan. GTRTC shall have right to witness tests in accordance with Technical Specification, Quality Assurance Plan. Contractor shall intimate GTRTC in

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advance the place and time of tests, enabling GTRTC to depute its personnel for witnessing the tests.

- 37.1.4 Final acceptance of the total system shall be deemed to have taken place when the technical parameters with defined end conditions, test specifications, performance achievement as per function requirements are complied with as per Technical Specification. The conductance of mock-up by GTRTC and the Contractor together shall not be referred to as pre-requisite for final acceptance and taking over by GTRTC.

38.0 OPERATION & MAINTENANCE MANUAL:

The requirements of such manuals shall be as per Technical Specification.

5 sets of Operation & Maintenance Manual shall have to be supplied along with the equipment. Final payment will be released only after receipt of required documentation.

39.0 FIRST FILL OF OILS, LUBRICANTS, ETC.

Initial Fill, oil, Lubricants, Consumables

- i) The Contractor shall within the Total price of the equipment as per relevant Clause of GCC supply all consumables including oils, lubricants, lining materials, usual stores and small materials and other consumables required for flushing initial fill/lining up-to Provisional Takeover of Units as per Technical specification
- ii) Quantities to be supplied shall include adequate extra to cover wastage/breakage during transportation, storage, handling, construction, erection and commissioning. Should it be found that the quantities supplied are not adequate till Performance Guarantee test of complete system as per relevant Clause of GCC the Contractor shall supply further quantities within the time schedule and without any extra cost to the PURCHASER.
- iii) The Contractor shall also furnish consumption rates of consumables along with estimated annual requirement and ordering specification to enable the PURCHASER to procure these in time. The Contractor shall furnish such information not later than twelve months from the date of Letter of Award.
- iv) The contractor shall also furnish oils, lubricants, and other consumables along with necessary specifications, drawings, literature etc.

40.0 MANUFACTURING SCHEDULE

The CONTRACTOR shall submit to the PURCHASER his manufacture and delivery schedules for all equipment within fifteen (15) days from the date of acceptance of the 'FAX ORDER/ LETTER OF INTENT'. Such schedule shall be in line with the detailed network for all phases of the work of the CONTRACTOR. Such schedule shall be reviewed, updated and submitted to the PURCHASER once every month, thereafter by the CONTRACTOR.

41.0 REFERENCE STANDARDS

The codes, and/or standards referred to in the 'Specification' shall govern, in all the cases wherever such references are made. In case of a conflict between such codes and/or standards and the specifications, the latter shall govern. Such codes and/or standards referred to shall mean the latest revisions amendments/changes adopted and published by the relevant



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agencies. In case of any further conflict in the matter, the same shall be referred to the PURCHASER whose decision shall be final and binding.

Other internationally acceptable standards which ensured equal or higher performance than those specified shall also be accepted.

42.0 PURCHASER'S SUPERVISION

The work shall be performed under the direction and supervision of the PURCHASER. The scope of the duties of the PURCHASER pursuant to the 'Contract', will include but not limited to the following:

- a) Interpretation of all the terms and conditions of these documents and specifications.
- b) Review and interpretation of all the CONTRACTOR's drawings, engineering data, working scheme, etc.
- c) Witness or authorise his representative witness tests and trials either at his works or at 'Site', or at any place where work is performed under the 'Contract'.
- d) Inspect, accept or reject any equipment, material and work under the 'Contract'.
- e) Issue certificate of acceptance and/or progressive payment and final payment certificates.
- f) Review and suggest modification and improvements in completion schedules from time to time, and
- g) Supervise the quality assurance programme implementation at all stages of the 'Works'.

43.0 QUALITY ASSURANCE PROGRAMME

The requirements shall be as per Technical Specification.

44.0 SYSTEM PERFORMANCE

- 44.1 The Contractor shall provide guaranteed performance of the systems under this Contract as per the specifications. The contractor shall successfully demonstrate the performance during the commissioning/ acceptance trials as per the specification and within the stipulated period. If the Contractor is unable to demonstrate, the Contractor shall correct them at no extra cost and repeat the performance tests within a reasonable period of time as agreed to by GTRTC.

GTRTC reserves the option to reject/ retain the equipment/ system. In case the option to reject is exercised by GTRTC, the Contractor shall replace the rejected equipment/ system by new ones at no extra cost within a period of time as indicated by GTRTC.

- 44.2 Any extra time under clause no. 22.2 will not qualify for extension of the guaranteed time for completion.
- 44.3 In the event of rejection, the faulty equipment shall be retained until a new replacement arrives at site for erection. It should be noted that as the faulty equipment has not been accepted and not taken over by GTRTC, the responsibility for it lies entirely with the Contractor. During this period, the Contractor shall not limit the use of faulty equipment except for reasons of safety during operation both for personnel and equipment.



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45.0 COMPLETION CERTIFICATE

- 45.1 Within 10 days (Ten) of the completion of the work, the Contractor shall give notice of such completion to GTRTC and GTRTC shall inspect the work and after satisfying himself with tests that may be prescribed in the contract, if there is no defect, imperfection or shortfall in the work, shall issue a completion certificate to the Contractor.
- 45.2 No completion certificate shall be issued nor shall the work be considered to be complete until the Contractor shall have removed from the site all scaffolding, surplus materials, rubbish, etc. and all temporary works and cleaned off the dirt from wood work, doors, windows, walls, floors, or other parts of the work.

46.0 MAINTENANCE GUARANTEE PERIOD

- 46.1 The Contractor guarantees that for a period of 12 (twelve) months commencing from the date of test and evaluation of all system is completed, inspected, accepted and taken over by GTRTC, the Contract work shall not show any sign of defects, cracks, settlements, disfigurements, shrinkage, leakage, dampness or any other faults.
- 46.2 The Contractor shall maintain and satisfactorily execute at his own cost all such works of repair, amendment, reconstruction, rectification, replacement, all regular schedule mechanical and electrical maintenance work for example but not limited to greasing, lubricating, inspection etc. and any other work to make good the faulty work as stated under 'Completion certificate' for a period of 12 months from the date of taking over by GTRTC.
- 46.3 If CONTRACTOR fails to commence rectification of such defects within 14 days from the date of notice by GTRTC or does not complete the said rectification with diligence and within mutually agreed time period, GTRTC shall be entitled to carryout such work by his own workmen or by other Contractors. GTRTC shall be entitled to correct or replace such defective equipment or services by his own workmen or by other Contractor. GTRTC shall be entitled to recover the cost and consequential loss/damage thereof or may deduct the same from any money due or that become due to the Contractor.

47.0 SECURITY DEPOSIT BANK GUARANTEE

The Contractor will furnish within two (2) weeks from the receipt of Order/ Fax order, Security Deposit in the form of a Bank Guarantee for a value of 10 % of the Total Price in favor of **Government Tool Room and Training Centre, Dumka** in the prescribed Performa.

The Security Deposit shall be for the due and faithful performance of the Contract and shall remain binding notwithstanding such variation, alteration or extension of time as may be made, given, conceded or agreed to between the Contractor and GTRTC in the Contract.

The Security Deposit furnished by the Contractor will be subjected to the terms and conditions of this order and GTRTC will not be liable for payment of any interest or charges on the Security Deposit or any depreciation thereof.

The Security Deposit Bank Guarantee shall be released on Contractor's application after completion of work at site in full and good condition and verification thereafter which will be done within 30 days from the date of receipt of notice for completion of the work.

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48.0 DEDUCTION OF TOTAL PRICE

All costs, charges or expenses which the Contractor is liable to pay may be deducted by GTRTC from any money due or becoming due to the Contractor or may be recovered, at GTRTC's sole discretion by action of law or otherwise from the Contractor.

49.0 BANK GUARANTEES

All the Bank Guarantees shall be irrevocable and in favor of the PURCHASER and shall be from any Nationalized bank in India or a Scheduled Bank approved by RBI to issue such Bank Guarantee on a non-judicial stamp paper of value not less than Rs. 80/- (Rupees eighty). The Stamp paper shall be purchased in the name of Bank and to be submitted as per the respective format prescribed.

The PURCHASER shall have the right to encash the Bank Guarantees if sufficiently convinced of negligence, lack of dedication to work, for non-compliance of any or all the terms and conditions of the contract and also the terms of the joint deed of undertaking which the CONTRACTOR may enter into along with other parties with PURCHASER. All the Bank Guarantees shall be payable on first demand, without demur, irrespective of any dispute between the Bank and the Bidder/Contractor to the PURCHASER without any condition or dispute whatsoever.

The Bidder/Contractor shall arrange to keep alive the bank guarantee referred to herein for the requisite duration by making timely request to the Bank concerned. All the extension/amendments for Bank Guarantees also shall be on non-judicial stamp paper of value not less than Rs. 80/- obtained in the name of Bank or in the name of the PURCHASER.

No interest or any bank charges shall be payable by the PURCHASER on the Bank Guarantees. All charges connected with the Bank Guarantees shall be to the account of the CONTRACTOR.

Performance Guarantee

The CONTRACTOR shall submit an irrevocable Contract Performance Bank Guarantee for getting the balance 20% payment.

The CONTRACTOR shall furnish to the PURCHASER, Bank Guarantee in the prescribed proforma towards Contract Performance for a value of Ten (10) per cent of the Total price in favor of the **Principal, Government Tool Room and Training Centre, Dumka**. The Bank Guarantee shall be for the time bound, due and faithful performance of the contract and shall remain binding notwithstanding such variations, alterations or extensions of time as may be made, given, conceded or agreed to between the Contractor and the PURCHASER under these General Terms & Conditions or otherwise. The Bank Guarantee shall be as per relevant Clause of GCC. The Bank Guarantee towards Contract Performance shall be subject to approval of the PURCHASER thereafter. The CONTRACTOR shall ensure that the Contract Performance Bank Guarantee remain valid till the expiry of the guarantee period of the Contract plus two months grace period.



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The Contract Performance Bank Guarantee furnished by the CONTRACTOR will be subject to the terms and conditions of the Contract. The PURCHASER will not be liable for payment of any interest on the Contract Performance Guarantee or depreciation.

The Contract Performance Bank Guarantee shall be released on application by the CONTRACTOR within sixty (60) days after the expiry of the warranty/guarantee period and after the CONTRACTOR has discharged all his obligations under the Contract and produced a "No Demand certificate" from the PURCHASER. The PURCHASER shall not unreasonably withhold the issue of "No Demand certificate" after receipt of request for the same.

PURCHASER reserves the right to encash any Bank Guarantee if sufficiently convinced of negligence and/or lack of dedication to work on the part of the Contractor and shall be entitled to cancel the whole or a part of the contract if remedial & timely measures have not been taken by the CONTRACTOR, as also in order to recover from the CONTRACTOR any dues as mentioned elsewhere in the contract and for reasons mentioned in the Bank Guarantee proforma.

Should the CONTRACTOR's banker fail to extend any of the Bank Guarantees as requested by PURCHASER, the PURCHASER shall be entitled to recover or withhold equivalent amount of the value of such Bank Guarantee from any payments falling due to the CONTRACTOR.

All payments shall be released through account payee cheque drawn on a scheduled bank at Allahabad Bank, Jardaha.

50.0 WARRANTY AND GUARANTEE

- 50.1 The Contract warrants that the work furnished hereunder shall be suitable for purposes described in this Contract and shall be free from any defects in material or workmanship and shall be in accordance with applicable specifications, design requirements and drawings.
- 50.2 Notice of any defect shall be given to the Contractor within one (1) year from the date of final acceptance by GTRTC of the defective item or service, except that (a) notice of a defect in a corrected or replaced item shall be given within one (1) year after the date of final acceptance by GTRTC of the corrected or replaced item, and (b) notice of a defect that is latent or that was caused or concealed by fraud or such gross mistakes amounting to fraud may be given at any time.
- 50.3 GTRTC may, at any time during the period of this warranty and irrespective of prior inspections and acceptances, reject any equipment or services not conforming to the above warranty and required that the Contractor at his expense correct or replace at GTRTC option such equipment or service with conforming equipment or services. If the Contractor fails to correct or replace such defective equipment or services promptly after notification and authorization from GTRTC, GTRTC may by separate Contract or otherwise, correct or replace such defective equipment or services and the Contractor shall be liable for and pay to GTRTC the costs of such correction or replacement.
- 50.4 In addition to the foregoing, the Contractor agrees that the items delivered under the contract shall be covered by such other warranties as the Contractor or his Subcontractors customarily offer in connection with the sale of similar items including sales to the Contractor or the pertinent Subcontractors.



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50.5 If requested by GTRTC, the Contractor shall assign to GTRTC all rights he obtains under this Contract, to the extent that such rights are assignable. Any such assignment shall not relieve the Contractor of any of its responsibilities under this clause. The contractor shall notify GTRTC of each warranty and upon receipt of such warranty shall deliver to GTRTC any documents issued by the warrantor evidencing the warranty.

50.6 The above warranty does not apply for rubber items, gaskets and 'O' Rings.

50.7 If the Contractor does not commence the rectification either by repair or replacement of such defects within 30 (Thirty) days from the date of notice by GTRTC or does not complete the said rectification with reasonable diligence and within a reasonable time, GTRTC may, at their option rectify the defects at the Contractor's risk and cost. GTRTC shall, in such a case, deduct the cost incurred by GTRTC from payments due to the Contractor for remedy of such defects without prejudice to other rights of GTRTC under this contract.

51.0 LIQUIDATION, DEATH, BANKRUPTCY, ETC.

51.1 If the Contractor shall die, dissolve or become bankrupt or insolvent or causes or suffers any receiver to be appointed of his business or any assets thereof compound with his creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its creditors or any of them, GTRTC shall be at liberty:

i) to terminate the Contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to the Receiver or Liquidator or to any person in whom the Contract may become vested,

or

ii) to give such Receiver, Liquidator or other person the option of carrying out the Contract subject to his providing a guarantee up to an amount to be agreed for the due and faithful performance of the Contract.

52.0 RIGHTS OF (GTRTC) TO VARY/ CHANGE THE CONTRACT

52.1 GTRTC may, from time to time during the period of performance of this Contract, reserves to right to make changes within the general scope of this Contract in drawings, designs, specifications, method of shipment, or require additional work, or direct the omission of work.

52.2 If any such change causes an increase or decrease in the cost of, or the time required for the performance of this Contract, or otherwise affects any other provision of this Contract, the commercial implication shall be mutually discussed and agreed upon with GTRTC.

52.3 Notwithstanding anything contained in this article the Contractor shall not suspend or cease the performance of this Contract for reasons of any change or any dispute or any arbitration proceeding.



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53.0 SUSPENSION AND TERMINATION

- 53.1 GTRTC may at any time temporarily stop the work under the Contract or any part thereof by notice in writing to the Contractor. GTRTC will not be liable to the Contractor for any damage or loss or idle wages caused by such period of suspension of work.
- 53.2 GTRTC will be at liberty to terminate the Contract without prejudicing its rights and affecting the obligations of the Contractor by giving 15 days notice in writing in the following events :
- a) If the Contractor fails to show progress of work or the work is found unsatisfactory.
 - b) If the Contractor fails to comply with the provision/ provisions of the Contract.
 - c) If the Contractor is involved in any action involving moral turpitude.

54.0 NEGLIGENCE, DEFAULT AND RISK PURCHASE

- 54.1 If the Contractor fails to execute the work with due diligence or expedition or shall refuse or neglect to comply with any order given to him in writing by GTRTC in Contract, GTRTC may give notice in writing to the Contractor calling upon him to make good the failure, neglect or contravention within such time as may be deemed reasonable and in default of the compliance with the said notice, GTRTC without prejudice to its rights under the Contract, may rescind or cancel the Contract holding the Contractor liable for the damages that GTRTC may sustain in this regard.
- 54.2 Should the Contractor fail to comply with such notice within a reasonable period from the date of serving thereof, GTRTC shall have the option and shall be at liberty to take the work wholly or in part out of the Contractor's scope and may complete the work envisaged in the Contract themselves or may re-contract to any other person or persons to execute the same or any part thereof and provide other materials, tools, tackle or labor for the purpose of completing the work or any part thereof at the Contractor's risk and cost. This shall be without prejudice to GTRTC's rights under other clauses of this Contract.
- 54.3 GTRTC shall have the right to recover all expenses, costs and charges incurred in completion of the work by deducting any money due or which may become due to the Contractor or by revoking the Bank Guarantees.
- 54.4 If the cost of executing the work as aforesaid exceeds the balance due to the Contractor and the Contractor fails to make good the deficit, any property of the Contractor as may not have been used up in the completion of the works, may be sold by GTRTC and the proceeds applied towards the payment of such differences the cost of and incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale shall be paid by GTRTC to the Contractor but when all expenses, costs and charges incurred in the completion of the work are paid by the Contractor.
- 54.5 If the Contractor performs any work in a manner contrary to the Contract, without the approval of GTRTC, the Contractor shall bear all the costs arising there from and shall be responsible for all losses to GTRTC arising there from.



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55.0 REJECTION OF DEFECTIVE EQUIPMENT/WORK

- 55.1 If the completed equipment /services or any portion thereof, after it is accepted or taken over be found defective or fails to fulfill the requirements of the Contract, GTRTC shall give the Contractor notice setting forth particulars of such defects or failure, and the Contractor shall forthwith make the defective equipment good or order the same to make it complied with the requirement of the Contract. Should the Contractor fail to do so within reasonable time, GTRTC shall reject and replace the same at the risk and cost of the Contractor, the whole or any portion of the equipment, as the case may be, which is defective or fails to fulfill the requirements of the Contract. Such replacement shall be carried out by GTRTC within a reasonable time and at reasonable price, and where reasonably possible to the same specifications. The Contractor's liability under this clause shall be satisfied by payment to GTRTC amount spent by GTRTC on replacement of the equipment including charges for erection and/or supervision of erection.
- 55.2 In the event of such rejection GTRTC shall be entitled to use the equipment in a reasonable and proper manner for a time reasonably sufficient to enable him to obtain other replacement equipment.

56.0 REPLACEMENT OF PARTS AND MATERIALS DEFECTIVE/DAMAGED/LOST DURING TRANSIT

If during the progress of the 'Works' the PURCHASER shall decide and inform in writing to the CONTRACTOR, that the CONTRACTOR has executed/manufactured any work/plant/equipment or material or part thereof unsound or imperfect or is inferior than the quality specified, the CONTRACTOR on receiving details of such defects or deficiencies shall at his own expense, within seven (7) days of his receiving the notice, or otherwise, within such time as may be reasonably necessary for making it good proceed to alter, reconstruct or remove such work and furnish fresh material/work upto the standards of the specifications. In case the CONTRACTOR fails to do so, the PURCHASER may on giving the CONTRACTOR seven (7) days notice in writing of his intentions to do so, proceed to remove the portion of the 'Works' so complained of and at the cost of the CONTRACTOR perform all such work or furnish all such equipment provided that nothing in this clause shall be deemed to deprive the PURCHASER of or affect any rights under the 'Contract' which the PURCHASER may otherwise have in respect of such defects and deficiencies.

The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the PURCHASER of the extra cost, of such replacements procured as provided for in the 'Contract', such extra cost being the ascertained difference between the price paid by the PURCHASER for such replacements and 'Total Price' portion for such defective plants and repayments of any sum paid by the PURCHASER to the CONTRACTOR in respect of such defective work. Should the PURCHASER not so replace the defective plant/work, the CONTRACTOR's extreme liability under this clause shall be limited to repayment of all sums paid by the PURCHASER under the 'Contract' for such defective work.

If the material/equipment or any portion thereof is damaged or lost during transit, the PURCHASER shall give notice to the CONTRACTOR setting forth particulars of such material/equipment damaged or lost. The replacement of such material/equipment shall be effected by the CONTRACTOR within a reasonable time to avoid un-necessary delay in the commissioning of the equipment. The price for replacement item shall be paid to the



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CONTRACTOR by the PURCHASER on the basis of actual cost without profit certified by the auditors of the CONTRACTOR and payment for the replacement part and materials shall be limited to the amount settled by the insurance company.

57.0 MARGINAL NOTES

The Marginal Notes to any clause of the 'Contract' shall not affect or control the construction of such clause.

58.0 INDEMNITY

58.1 The Contractor shall at all times indemnify and keep indemnified GTRTC against all claims or proceeding which may be made against GTRTC in respect of any infringement of any rights protected by patent or design or any alleged patent or design right which is the direct result of an order passed by GTRTC in this behalf, registration of design or trade mark. In this connection, GTRTC shall pass on all claims made against him to the Contractor for settlement.

58.2 The Contractors assume responsibility for and, shall indemnify and save harmless GTRTC or their Employees from all liability, claims, cost, expenses, taxes and assessments including penalties, punitive, damages, attorney's fees and court costs which are or may be required with respect to any breach of the Contractors obligations under the order or for which the Contractor has assumed responsibilities under the order including those imposed under any order, local or national law of laws, or in respect to all salaries, wages or other compensation to all persons employed by the Contractor or his Sub-Contractors or covered by the order. The Contractor shall execute, deliver and shall cause his Sub-Contractor and bidders to execute and deliver, such other further instruments and to comply with all the requirements of such laws and regulation as may be necessary there under to conform and effectuate the order and to protect GTRTC or their employees during the tenure of the order.

59.0 TERMINATION AND SUSPENSION AND FORECLOSURE

The PURCHASER may at any time on breach of this Contract by the Contractor give him a written notice of such breach. If the Contractor does not take appropriate measure to the satisfaction of the PURCHASER within a period of 30 days after issuance of such notice to remedy that breach, then the PURCHASER may terminate this Contract at any time thereafter stating therein the date of termination. The Contractor shall then be liable to the PURCHASER in accordance with the relevant Clause of GCC.

The PURCHASER reserves the right to terminate this Contract at any time by giving a notice of not less than 30 (thirty) days without assigning any reason. The Contractor shall stop the performance of the Contract from the Date of termination and hand over all the drawings, documents, plant, equipment, supplies, material etc. including all the rights of work to the PURCHASER. The PURCHASER shall pay to the Contractor the cost incurred as decided by the PURCHASER till the date of termination as compensation. No consequential damages shall be payable by the PURCHASER to the Contractor in the event of termination.

The PURCHASER may suspend the work in whole or in part at any time by giving Contractor notice in writing to such effect stating the nature, the date and the anticipated duration of such suspension.

On receiving the notice of suspension as per relevant Clause of GCC, the Contractor shall stop all such work which the PURCHASER has directed to be suspended with immediate



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effect. The Contractor shall continue to perform other work in terms of the Contract, which the PURCHASER has not suspended.

The PURCHASER may at anytime cancel the suspension notice for all or any part of suspended work by giving written notice to the Contractor specifying the part of work to be resumed and the effective date of suspension withdrawal. The Contractor shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice.

In the event of suspension of work the PURCHASER will not be liable to the Contractor for any damage or loss or idle labour caused by such period of suspension of work. The PURCHASER shall not be liable to Contractor for any payment towards watch & ward and any other expenditure.

The contract shall be terminated if due to any unforeseen circumstances which may lead to the foreclosure of the project for reasons such as resource crunch, non-availability of funds, and for other administrative reasons PURCHASER shall however, give 60 days prior written notice to the contractor of the effective date of termination.

Contractor will be compensated only for the quantum of work/services he has rendered till effective date of foreclosure. Any other claims like compensation for loss in profit, compensation for loss of reputation etc. or any other consequential damages if any claimed by the Contractor will not be given by the PURCHASER.

Termination of Services of Contractor's Personnel

In the event any of the Contractor or his sub- contractors, personnel, agents, sub-agents, assistants, or other employees shall be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or it is undesirable for any administrative reasons for such person to be employed, the Contractor, if so directed, shall immediately remove such person or persons from deployment thereon. Any person or persons so removed shall not again be employed in connection with this Contract without the written permission of the PURCHASER. Any person so removed shall immediately be replaced by a qualified and competent substitute at the Contractor's cost and expenses. Should the Contractor be requested to repatriate any person he shall do so and shall bear all costs and charges in connection therewith.

60.0 DELAYS BY PURCHASER OR HIS AUTHORISED AGENTS

If in the opinion of the PURCHASER, the work be delayed (a) by force majeure, or (b) in consequence of the CONTRACTOR not having received in due time necessary instructions from the PURCHASER for which he shall have specifically applied in writing, or for any other lawful reasons, the PURCHASER shall allow suitable extension to completion period.

61.0 CALIBRATION OF MEASURING INSTRUMENTS

All instruments required for measurement/inspection of items covered under this order are to be properly calibrated through a Government recognized or equivalent test house and all relevant certificates pertaining to calibration are to be submitted to GTRTC to enable us depute our inspection engineers.



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62.0 FORCE MAJEURE

- 62.1 Should at any time during the continuance of the contract, the performance in whole or in part of any obligations by either party under this contract be held up by reasons of any war, hostility, acts of foreign enemy, civil commotion, sabotage, fires, floods, earthquakes, explosions, epidemics, cyclones, quarantine restrictions, Governmental regulations, law & order and other proclamation etc. (hereinafter referred to as "Events") then, provided notice of the happening of any such eventuality is given by either party to the other within 10 days from the date of occurrence thereof neither party shall, by reasons of such eventuality, be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and the work under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist. The decision of GTRTC whether the performance has been resumed or not shall be final and conclusive.
- 62.2 Should one or both the parties be prevented from fulfilling their contractual obligations by a state of force majeure, lasting continuously for a period of at least 2 months, the two parties should consult each other regarding the further implementation of the contract with the provision that if no mutually satisfactory arrangement is arrived at within a period of 1 month from the expiry of 2 months referred to above, the contract shall be deemed to have expired at the end of the aforesaid 2 months. Such expiry of the contract will not relieve the parties from the obligations to reach agreement regarding winding up and financial settlement of the contract.
- 62.3 The above mentioned force majeure events shall not include constraints which could prudently be foreseen like shortage of power, non-availability of raw materials, difficulties in making transport arrangement, break down of machines, strikes, lock outs etc.
- 62.4 The above-mentioned force majeure conditions/clause shall also apply in the works of sub-Contractors/bidders of the Contractor.

63.0 ARBITRATION

- 63.1 All disputes or differences, whatsoever, arising between the parties out of or in relation to the construction, meaning and operation or effect of this contract or breach thereof shall be settled amicably. If, however, the parties are not able to resolve them amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the Conciliation & Arbitration Act 1996 and the award in pursuance thereof shall be binding on the parties.
- 63.2 The venue of arbitration proceeding shall be Ranchi.
- 63.3 Work under this Contract shall be continued by the Contractor during the arbitration proceedings, unless otherwise directed in writing by GTRTC or unless matter is such that the work can not possibly be continued until the decision of the arbitrator is obtained.

64.0 COMPLIANCE WITH STATUTORY LAWS AND OTHER REGULATIONS

- 64.1 The Contractor shall throughout the performance of this order comply with all the laws, rules, regulations and statutory requirements/obligations of Government of India/ State/ Local Government and other statutory bodies applicable at Site for this contract work and GTRTC



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shall not be liable for any action of the statutes applicable due to non-fulfillment of statutory obligations by the Contractor.

- 64.2 The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State statute, ordinance or other law or any regulation or by-law of any local or other duly constituted authority in relation to the execution of the work.
- 64.3 The Contractor shall confirm in all respects with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or by-laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies as aforesaid and shall keep GTRTC indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or by-law.
- 64.4 The Contractor shall get himself registered with the concerned authorities as provided under various applicable Acts and shall be directly responsible to such authorities for compliance with the provisions thereof.
- 64.5 By way of illustration of various Acts as stated in the contract, the following acts or any amendment thereof shall be complied with by the Contractor.
- i) Employee Provident fund Act, 1952.
 - ii) Contract Labor Act (Regulation and abolition Act, 1970)
 - iii) Minimum wages Act, 1948.
 - iv) Payment of wages Act, 1936.
 - v) Workmen compensation Act, 1923.
 - vi) Factories Act, 1948.
 - vii) Apprenticeship Act, 1961.
 - viii) Family Pension Act, 1952.
- 64.6 The Contractors establishment shall be subjected to inspection, investigation etc. by GTRTC for ensuring proper and faithful compliance of the provisions of this order by the Contractor with regard to labor laws and matters stated in this clause.
- 64.7 The Contractor shall provide at his cost to all staff and workmen directly or indirectly employed in the works all amenities for securing proper working and living conditions at the Site and at the labor camp. The Contractor shall also provide medical facilities at the site as per rules in force in relation to strength of their staff and workmen deployed at site.

65.0 CORRUPTION, GIFT AND PAYMENT OF COMMISSION

Any bribe, remuneration, commission, gift or advantage given, promised or offered by or on behalf of the Contractor, his agents or representative or anyone of his or their behalf to any employee, representative or agent of GTRTC or any person on his behalf in relation to the execution of this or any other Contract with GTRTC shall in addition to the criminal liability under the laws in force, be liable to cause cancellation of this Contract and also to payment of any loss resulting from such cancellation to GTRTC.

66.0 WAIVER

Failure of GTRTC or the Contractor to insist upon performance of any terms and conditions of this Contract will not be deemed a waiver of any rights or remedies that GTRTC or the



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Contractor may have and will not be deemed a waiver of the subsequent default under the terms and conditions of the Contract. No right or remedy of GTRTC or the Contractor will be exclusive of any other right or remedy and GTRTC and the Contractor will have all rights and remedies given under the Contract and now or hereafter existing in-law or by statute.

67.0 ASSIGNMENT

The Contractor shall not assign his rights and obligations under the terms of this Contract to any party other than its legal successor without the written consent of the PURCHASER.

Should loan/financial agreement(s) require the Contractor to assign, by way of charge, any money due or to become due to it, to a bank/credit agency for the benefit of receiving payment by the Contractor under this Contract from such bank/credit agency, or if any partial assignment is necessary to be made to any insurer in terms of Insurance Policy approved by the PURCHASER, the PURCHASER shall not refuse consent in such cases.

68.0 AMENDMENT

Any amendment to the terms of this contract (including schedules & Annexures) shall be made in writing by both parties hereto and shall specifically state that it is an amendment to this contract.

Contractor shall not suspend performance of this Contract during review and negotiation of any amendment to the Contract except as may be directed by purchaser.

No amendment to the contract shall have any effect until the PURCHASER and CONTRACTOR have agreed to the amendment in writing.

69.0 NOTICES

All notices under this Contract shall be given in writing and shall be deemed sufficiently given when delivered either in person or by, fax (followed by a Post confirmatory copy), or by registered mail addressed to the other party at its address set forth in the contract agreement with a copy to the nominated representative at site.

If any such notice is delivered by hand, it shall be duly acknowledged and if given by telegram, telex, fax it shall be confirmed by Registered Letter within seven days of the date of such notice. Either party shall by notice in writing inform the other party of any change of its address as stated under Clause of GCC for receiving such notices.

Date of notices under Clause of GCC above shall be the date of receipt of such notice by the receiving party.

70.0 APPLICABLE LAW

This Contract shall be construed, governed by and operated as a Contract as defined in the Indian Contract Act 1872.

71.0 RESTRICTION OF VISITORS

The Contractor shall not allow any visitors on the works except with the prior written approval of GTRTC.



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72.0 POSSESSION PRIOR TO COMPLETION

The PURCHASER shall have the right to take possession or use any completed or partially completed work. Such possession or use shall not be deemed to be an acceptance of any work done not in accordance with the Contract. However, any damage to such work solely due to such provision or use shall be to the PURCHASER's account.

73.0 SITE OCCUPANCY

The Contractor, its employees, Subcontractors and invitees shall be admitted to the installation sites for the purpose of performing the work required by this Contract, but none of them shall have any tenancy.

74.0 GENERAL

No director or official or employee of GTRTC shall in anyway be personally bound or liable for acts or obligations of GTRTC under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things or conditions which are herein contained.

75.0 FACILITIES TO BE PROVIDED BY PURCHASER (GTRTC)

75.1 Provide open space for construction of labor camp, office, storage areas for completing his obligations which will be cleared/ cleaned in all respects and handed over to GTRTC before closing of contract. No other facilities viz. Guest House/ Telex/ Telephone/ Transport shall be provided to the Contractor by GTRTC.

75.2 Provide electric power at one point near the work area on chargeable basis at the rates charged by JSEB/GTRTC from time to time on monthly consumption basis. Contractor shall make his own arrangement for onward distribution of electricity from this simple point to his various place of work and maintenance of the same. However, uninterrupted power supply/ proper power cannot be guaranteed. In such an event Contractor must ensure deployment of necessary back up power supply by deploying DG Set to prevent any interruption of work at no addl. Cost and the completion schedule shall not get affected due to same.

75.3 The Contractor shall make his own arrangement for construction/ drinking water as may be required at project site.

76.0 COOPERATION WITH OTHER CONTRACTORS

The CONTRACTOR shall agree to co-operate with the PURCHASER's other CONTRACTORS and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication of efforts. The PURCHASER shall be provided with three (3) copies of all correspondence addressed by the CONTRACTOR to other SUB-CONTRACTORS in respect of such exchange of technical information.

In case of any differences or conflicts with other CONTRACTORS in regard to their respective obligations which cannot be settled by mutual agreement, the matters shall be referred to PURCHASER whose decision will be final and binding on all parties concerned.



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77.0 SECRECY/ CONFIDENTIALITY

77.1 The technical information, drawings, specifications and other related documents forming part of tender or contract are the property of GTRTC and shall not be used for any other purposes, except for execution of the contract. All rights, including rights in the event of grant of patent and registration of designs are reserved. The technical information drawings, specification, records and other documents shall not be copied transcribed, traced or reproduced in any other form or otherwise in whole and/or duplicated, modified, divulged and/or disclosed to a third party nor misused in any other form whatsoever without GTRTC consent in writing except to the extent required for the execution of this Contract. These technical information, drawings, specifications and other related documents shall be returned to GTRTC with all approved copies and duplicates, if any, immediately after they have been used for the agreed purpose. Required numbering and codification method need to be implemented by the CONTRACTOR to trace such documentation.

77.2 Except with the written consent of GTRTC, the CONTRACTOR shall not make use of any document other than for the purposes of this Contract.

78.0 MAXIMISATION OF INDIAN SUPPLIES AND SERVICES

The Contractor shall make all efforts to maximize the supplies and services from Indian sources.

79.0 CORRESPONDENCE

79.1 All correspondences with regard to this tender inquiry shall be made in duplicate to the following addresses:-

With a copy to :

Principal,
GTRTC, Dumka

Attn. Shri S. S. Prasad,

Kindly acknowledge receipt of this Purchase Order and return the enclosed 'Order Acknowledgement Copy' within 15 days duly signed on each page as a token of the Contractor's acceptance of this Purchase Order with the terms and conditions stipulated therein.

Yours faithfully,

for Government **Tool Room and Training Centre**
(GTRTC)

(_____)
Principal



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SECTION - III

BANK GUARANTEE PROFORMAE



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ANNEXURE – I

BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

(On non-judicial stamp paper of appropriate value. Stamp paper to be purchased in the name of the issuing bank.)

No.

Date :

**Principal,
Government Tool Room & Training Centre (GTRTC),
Dumka,**

WHEREAS (Contractor's Name) hereinafter referred to as "Contractor"), a Company registered under the Companies Act, 1956 and having its registered office at is required to deposit to **Government Tool Room & Training Centre, Dumka** the Purchaser, by way of Earnest Money, Rs. (Rupeesonly.) in connection with its Tender for the work with reference to Tender Enquiry No. dated as per specification and terms and conditions enclosed therein.

AND,

WHEREAS the Bidder as per Clause No. of Invitation To Tender (ITT) has agreed to establish a Bank Guarantee in **GTRTC**'s favor through us (Bank) valid upto (date) instead of deposit of Earnest Money in cash AND,

WHEREAS **GTRTC** have agreed to accept a Bank Guarantee from the bidder in lieu of Earnest Money Deposit in cash;

1. We, (Bank) hereby agree and undertake to pay **GTRTC** on demand the said amount of Rs. (Rupees Only) without any protest or demur in the event the Contractor/ Bidder after submission of his Tender, resiles from or withdraws his offer or modifies the terms and conditions thereof in manner not acceptable to **GTRTC** or expresses his unwillingness to accept the order placed and/ or Letter of Intent issued by **GTRTC** on the Contractor/ Bidder for the work under Tender Enquiry No. dated
2. **GTRTC**'s decision as to whether the Contractor/ Bidder has resiled from or has withdrawn his offer or has modified the terms and conditions thereof in manner not acceptable to **GTRTC** or has expressed his unwillingness to accept the order placed and/ or Letter of Intent issued by **GTRTC** on the Contactor/ Bidder for the work under Enquiry No. dated, shall be final and binding on us and we shall not be entitled to question the same.
3. Notwithstanding anything contained in the foregoing, our liability under this Guarantee shall be restricted to Rs. (Rupees only).
4. This Guarantee shall remain valid and in full force and effect upto (date) and shall expire thereafter unless an intimation is given to the Bank by **GTRTC** earlier in writing discharging us from our obligation under this Guarantee.



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5. We shall not revoke this Guarantee during its currency except by **GTRTC's** consent in writing.
6. This Guarantee shall not be affected by any change in the constitution of the Contractor/ Bidder or **GTRTC** or ourselves but shall ensure to **GTRTC's** benefit and be enforceable against our legal successors or assignees by **GTRTC** or **GTRTC's** legal successors.
7. Notwithstanding any thing contained hereinabove unless a demand or claim under this Guarantee is made on us in writing within six months from the date of expiry of this Guarantee we shall be discharged from all liabilities under this Guarantee thereafter.
8. We have power to issue this Guarantee under our Memorandum and Articles of Association and the undersigned, who is executing this Guarantee has the necessary power to do so under a duly executed Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

for and on behalf of above named Bank

For and on behalf of

(Banker's Name)

Address



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ANNEXURE – II

BANK GUARANTEE FOR SECURITY DEPOSIT/PERFORMANCE
(On non-judicial stamp paper of appropriate value)

No. _____

Dated. _____

**Principal,
Government Tool Room & Training Centre (GTRTC),
Dumka ,**

Dear sir,

1. In consideration of your agreeing to accept Bank Guarantee towards Security Deposit/Performance of Rs. furnishable to you by M/s. (hereinafter called the “Contractor”) in terms of contract No. datedwith **Government Tool Room & Training Centre, Dumka** (hereinafter called the “Purchaser”),the contractor requested us to provide the guarantee to fulfill contractual obligation, we (Bank name) at the request of the Contractor, are holding in trust in favor of you the amount of Rs.without protest or demur or reference to the contractor if the Contractor failed to perform all or any of their obligation under the said contract. The decision of the **Purchaser /GTRTC** duly communicated in writing to the Bank that the Contractor have failed to perform all or any of the obligation under the said contract shall not be questioned and shall be final and conclusive (irrespective of stand that can be taken by or on behalf of Contractor). The said amount of Rs..... shall be paid forthwith on demand, without any conditions or proof whatsoever.
2. It is fully understood that this guarantee is effective for a period of months from the date of issue and shall continue to be enforceable till six months thereafter and that we (Bank) undertake not to revoke this guarantee during its currency without the consent in writing of the **GTRTC**.
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said contract and produce a certificate of due completion of the work under the said contract provided always that this guarantee shall in no event remain in force after the day of without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months for the said date which will be enforceable against us notwithstanding that the same is or are enforceable after the said date.
4. We (Bank) further undertake to extend the validity of the guarantee beyond the period prescribed in Clause (3) or as extended from time to time, for such further period as may be required in writing before the expiry of this guarantee and upon such extension (s), all terms and conditions of this guarantee shall remain in full force till the expiry of this extended period.

Subject to the maximum limit of our liability as aforesaid the guarantee will cover all your claims or claims against the Contractor from time to time arising out of or in relation to said



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contract & in respect of which your claims in writing is lodged on us before expiry of 6 months from the date of expiry of this guarantee.

Notwithstanding any thing contained hereinabove our liability under this guarantee is restricted to Rs. and this guarantee shall remain in force until unless a written claim is lodged on us for payment under this guarantee within six months of the guarantee i.e. on or before all your rights under this guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liability thereunder, irrespective of whether or not the original guarantee is returned to us.

5. We (Bank) further agree that the Purchaser shall have the fullest liberty without effecting in any manner our obligation hereunder to vary our any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any of your rights or powers exercisable by the Purchaser against the said contractor and/or forbear to enforce any of the terms and conditions relating to the said contract and we shall not be released from our liabilities under this guarantee by reason of any such variation or extension being granted to said contractor or for any forbearance and/or commission on the part of the Purchaser or any indulgence by the Purchaser to the said Contractors or by any other matter whatsoever which under the law relating to the sureties would, but for this provision have the effect of so releasing us from our liability under this guarantee.
6. We (Bank) further agree that the guarantee herein contained shall not be affected by the liquidation or winding up, dissolution or change in the constitution of the said Contractor.
7. Your right to recover the sum of Rs. from us in any manner will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the Contractor and/or that any dispute or disputes are pending before any, Officer, Tribunal or Court.
8. We have power to issue this guarantee in your favor and the undersigned has full power to execute this guarantee under the Power of Attorney granted to him by the Bank.

For & on behalf of
(Banker's Name)

Branch Manager
(Banker's Seal)

Address.....
.....



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SECTION IV

PRICE FORMAT



**GOVERNMENT TOOL ROOM & TRAINING
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Table -1

**JHARKHAND GOVT. MINI TOOL ROOM & TRAINING CENTER
CENTRE : DUMKA**

ITEMISED SUMMARY PRICE SCHEDULE

Part ::
Sl. Number ::
Name of Equipment ::
Quantity (Nos) ::

Sl. No.	Description	Amount in Rupees.
1	Design, Engineering, Manufacture & Supply of plant & equipment incl. Commissioning spares, incl.all duties,taxes, levies, freight & insurance etc. on FOR site basis.	
2	Assembly, testing & commissioning etc. incl. all duties & taxes	
3	Total price for the package (point 1 to 2 above)	
4	Break-Up of Duties & Taxes	
(i)	-Excise Duty (ED)	
(ii)	-Central Sales Tax (CST)	
(iii)	-Jharkhand VAT	
(iv)	-Entry Tax if any	
(v)	-Freight	
(vi)	-Insurance	
(vii)	-Service Tax	
(viii)	-Any other Tax (Please specify)	
	Total (Duties, Taxes, Freight & Insurance)	