

## Tender for Interior Decoration including Civil and Electrical Work for Integrated ERC & Office Setup at Guwahati, Assam

GVK EMRI, “Subham Greens” 2<sup>nd</sup> Floor, Lokhra, Guwahati, Assam - 781 040.

Tender Notice No: GVKEMRI/Assam/SCM/01/2016-17

Date: 22/12/2016

Sealed tenders are invited by GVK EMRI, Assam from eligible / experienced Bidders / firms / organizations / for “**Interior Decoration including Civil, Furniture Electrical, AC, Structural lane cabling, Access control, CCTV and Fire alarm system**” as a Trunkey Project.

### About GVK EMRI:

GVK Emergency Management and Research Institute (GVK EMRI) was established as a not-for-profit Organization. GVK EMRI is a Society, registered under the provisions of Andhra Pradesh Societies Registration Act, 2001, in February 2005 and provide services free of cost through a toll free number ‘108’ to every citizen of our country under Public Private Partnership (PPP) frame work. Vision of GVK EMRI is to support and build capabilities to save one million lives per annum nationally and establish GVK EMRI as a premier Research and Training Institute.

All the interested vendors may go through the “terms and conditions” of the “TENDER” document uploaded in our Website ([www.emri.in](http://www.emri.in)) and submit their bids accordingly. The tender document may either be down-loaded from our Website. Vendors who download the document from website have to submit Demand draft for **Rs.1000/-** at the time of TENDER submission.

### **Important dates and deadlines for the TENDER are given below:**

A	Availability of Bidding Documents	<b>22/12/2016 onwards</b>
B	Pre-bid conference	<b>30/12/2016 at 14.30 Hours</b>
C	Last date for submission of Bids	<b>12/01/2017 by 10.00 Hrs</b>
D	Opening of Techno – commercial Bid)	<b>12/01/2017 by 11.00 Hrs</b>
E	Opening of Price Bid (Commercial Evaluation)	<b>18/01/2017 by 10.30 Hrs</b>

The completed sealed bids must be received at the office of GVK Emergency Management and Research Institute, Guwahati, India, on or before time and date given above. GVK EMRI is not responsible for any delay in transit.

*State Head*  
*For and On behalf of GVK EMRI, Assam*

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## SECTION 1

### Notice Inviting Tender

#### Eligibility Criteria:

1. Average Annual Financial Turnover during the last 3 years, ending 31st March 2016, should be at least **Rs. 150.00 Lakhs**. Bidder should submit the Annual Audit Report and income tax return for the last three financial year
2. Experience of having successfully completed similar works during the last **3 years ending 31st March 2016**, should be the following:
  - a) One similar order completed and costing not less than **Rs 80 Lakhs**.
3. Similar order means order that contain “Interior Decoration including Civil, Furniture Electrical, AC, Structural lane cabling, Access control, CCTV and Fire alarm system”.
4. Set-up of Tenderer, clearly indicating details of managerial, supervisory and other staff also indicate the number of master roll staff available for performing this service.
5. Bidder should provide necessary documents such as completion certificate, work order with contact details of issuing authority, as proof in respect of all above.
6. Bidder should have experience of working for software facility building. Supporting document to be provided.
7. List of works executed in Government and Semi Government department, PSU during last three years.
8. Bidder has to have a modular machinery plant setup with thru feed, edge band machine, Post form machine, spindle moulder machine, double head multi borer machine, manual edge band machine, panel saw, and CNC router. Supporting documents of factory set up should be enclosed.
9. Copy of Registration in any Government department like PWD, CPWD will be an added qualification.
10. EMD AMOUNT: Tender form should be accompanied by EMD amount of Rs.2,00,000/- in the form of Demand Draft in favor of “GVK EMRI” from a scheduled bank payable at Guwahati. For L2 Vendor, EMD would be returned after due acknowledgement (from L1) of the confirmation of Purchase Order and delivery schedules. For L3 onwards, the EMD will be returned within 30 days from the date of bid opening.

11. Tenders received without EMD / inadequate EMD shall be summarily rejected.
12. Two stage bid system shall be adopted, i.e., Techno-Commercial Offer and Price Offer.
13. The tenders shall be submitted in the Office of GVK EMRI, Assam on 10.00 hrs on 12/01/2017.
14. The Techno-Commercial Offers shall be opened at 11.00 hrs, on 12/01/2017 in the presence of Tenderers or their authorized representatives present at the time of tender opening.
15. The Price Offers of only those parties who qualify in the first stage shall be opened at a time and date to be notified separately.
16. GVK EMRI reserves the right to accept or reject any or all the tenders without assigning any reason.

## SECTION 2

### INSTRUCTIONS TO BIDDERS

- 2.1 INTRODUCTION (DEFINITIONS)
- 2.2 BIDDER TO BEAR COST OF PURCHASE OF TENDER
- 2.3 BID DOCUMENTS
- 2.4 AMENDMENT TO BID DOCUMENTS
- 2.5 EXTENSION OF TIME
- 2.6 BID PRICE
- 2.7 BIDDERS ELIGIBILITY AND QUALIFICATIONS
- 2.8 BID SECURITY
- 2.9 VALIDITY PERIOD OF BID
- 2.10 FORMAT OF SIGNING OF THE BID
- 2.11 DEADLINE FOR SUBMISSION OF BID
- 2.12 LATE BID
- 2.13 MODIFICATION AND WITHDRAWAL OF BIDS
- 2.14 OPENING OF BIDS
- 2.15 CLARIFICATION OF BIDS
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- 2.17 PURCHASER'S RIGHT TO VARY QUANTITIES
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- 2.23 DELIVERY
- 2.24 SUBMISSION OF BID
- 2.25 OPENING OF FINANCIAL BID

## SECTION 2

### 2.1 INTRODUCTION (DEFINITIONS)

2.1.1 This “Purchaser” means GVK EMRI

2.1.2 “Bidder” means the individual or firm who participates in this tender and submits its bid.

2.1.3 The “Goods” means all the equipment and machinery and other materials which the supplier is required to supply to the Purchaser under the contract.

2.1.4 “Letter of Intent” means the communication of the intention of the purchaser to the bidder for the purchase of goods as per Purchase Order read with bid documents.

2.1.5 “Purchase Order” means the order placed after issue of Letter of Intent by the purchaser on the supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. It along with the Letter of Intent and bid documents constitutes the contract.

2.1.6 The “Contract Price” means considerations payable to the supplier under the Purchase Order for the full and proper performance of its contractual obligations.

2.1.7 “The Supplier” means the individual or firm supplying the goods under the contract.

### 2.2 BIDDER TO BEAR COST OF PURCHASE OF TENDER

The Bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser in any case will not be responsible or liable for these costs regardless of the conduct of the bidding process.

### 2.3 BID DOCUMENTS

2.3.1 Bid Documents includes:-

Section 1 Notice Inviting Tender

Section 2 Instructions to Bidders

Section 3 General Conditions of the Contract

Section 4 Special Conditions of Contract

Section 5 Schedule of Requirement (Bill of Quantity)

Section 6 Bid Bond (EMD) Format

### 2.4. AMENDMENT TO BID DOCUMENTS

2.4.1 At any time, prior to the date of submission of bids, the Purchaser may for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder, modify the bid documents by amendments.

2.4.2. The amendments will be notified in writing or by telex or fax to all prospective bidders who have received the bid documents and these amendments will be binding on them.

## 2.5 EXTENSION OF TIME

In order to give prospective bidders required time in which to take the amendments into action in preparing their bid, the Purchaser may at its discretion extend the deadline for submission of bid suitably.

## 2.6 BID PRICE

Price indicated in the schedule shall be FOR destination i.e. upto site of the company. Prices shall include Excise Duty, Sales Tax and other taxes, transit insurance and freight etc. The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation on any account. The bid submitted with a variation clause (unless asked by the purchaser) will be treated as non-responsive and rejected.

## 2.7 BIDDERS ELIGIBILITY AND QUALIFICATIONS

Bidder shall furnish as a part of bid documents establishing the bidder's eligibility to supply the material. The bidder shall also submit documentary evidence in the form of literature, drawing, data on the goods offered.

## 2.8 BID SECURITY

2.8.1 The Bidder shall submit, as part of bid security as mentioned in the NIT. The bid security shall be in one of the following forms:-

(a) A Bank Guarantee as per enclosed format issued by a schedule bank in favour Purchaser valid for a period of **180 days** from the date of tender opening.

(b) Demand Draft or Pay Order from a Scheduled Bank in favour of **GVK EMRI**

2.8.2 The bid not secured in accordance with the above shall be rejected by the Purchaser as non-responsive.

2.8.3 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible, but not later than **30 days** after expiry of the bid validity period prescribed by the Purchaser.

2.8.4 The successful bidder's bid security will be discharged upon the bidder's submission of the Performance Guarantee.

2.8.5 The bid security may be forfeited under the following circumstances:-

a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form.

- b) In case of a successful bidder, if he fails to submit the Performance Guarantee within the time prescribed or
- c) If he fails to supply the material in terms of the project.

2.8.6 No interest is payable on EMD.

2.8.7 In case of inadequacy or non submission of prescribed EMD, the tender shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.

## 2.9 VALIDITY PERIOD OF BID

Bid shall remain valid for **120 days** after the date of bid opening. The bid valid for a shorter period shall be rejected by the Purchaser as non-responsive in exceptional circumstances; the purchaser may request the consent of the bidder for an extension to the period of bid validity. The bid security provided under clause 8.1 (a) shall also be suitably extended. A bidder accepting the request and granting extension will not be permitted to modify his bid.

## 2.10 FORMAT OF SIGNING OF THE BID

2.10.1 The bidder shall prepare two copies of the bid clearly marking as one copy as “Original Copy” and the other as “Copy”.

2.10.2 In the event of any discrepancy between them, original shall prevail.

2.10.3 The original copy of the bid shall be typed and shall be signed by the bidder or a person duly authorized by the bidder. The Letter of Authorization shall be accompanied by a written Power of Attorney accompanying the bid.

2.10.4 All pages of the original bid except printed literature shall be initialed by the person signing the bid.

2.10.5 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be initiated by the bidder signing the bid.

## 2.11 DEADLINE FOR SUBMISSION OF BID

Bid must be received by the Purchaser at the address specified and not later than the date and time specified in the NIT.

## 2.12 LATE BID

Any bid received late by the Purchaser after the deadline for submission of the bid shall be rejected and returned un-opened to the bidder.

## 2.13 MODIFICATION AND WITHDRAWAL OF BIDS



2.13.1 The bidder may modify or withdraw his bid provided that written notice of modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

2.13.2 No bidder may modify or be allowed to withdraw bid subsequent to the deadline for submission of bids.

#### 2.14 OPENING OF TECHNICAL BIDS (PART-1)

2.14.1 The Purchaser shall open the Technical Bid (Part-1) in the presence of authorized Bidder's representatives who choose to attend at date and time specified in the NIT. The bidder's representatives who are present shall sign the Attendance Register.

2.14.2 A maximum of two representatives for any bidder shall be permitted and authorized to attend the bid opening.

2.14.3 The date fixed for opening of bids, if subsequently declared as holiday by the government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

#### 2.15 CLARIFICATION OF BIDS

2.15.1 To assist evaluation and comparison of the bids. The Purchaser may at its discretion ask the bidder for clarification of the its bid. The clarification and response from bidder shall be in writing prior to five days of bid submission date.

2.15.2 The Purchaser does not bind himself to accept the lowest or any tender and reserves to himself the right to accept the whole or any part of the tender and altering the quantities offered and tenderer shall supply the same at the rate quoted.

#### 2.16 EVALUATION OF TENDERS

2.16.1 The Purchaser shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. The Purchaser shall carry out detailed evaluation of the substantially responsive bids. The Purchaser shall check the bid to determine whether they are complete, whether any computational errors have been made or required sureties have been furnished.

2.16.2 Arithmetical error shall be rectified on the following basis: -

- a) If there is a discrepancy between the unit prices and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser.
- b) In case of discrepancy between words and figures, the amount in words shall prevail.

2.16.3 A bid determined as substantially non-responsive shall be rejected by the Purchaser.

2.16.4 The Purchaser may waive any minor informally or non-conformity or irregularity in the bid which does not constitute a material deviation.

2.16.5 The Purchaser shall evaluate in detail and compare the bids that are substantially responsive.

2.16.6 The evaluation of the ranking shall be carried out on the landed price of goods offered inclusive of all taxes.

2.16.7 The distribution of tendered quantity amongst the technically and commercially complied bidders shall be based on merits of each case.

2.16.8 GVK EMRI shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.

## 2.17 PURCHASER'S RIGHT TO VARY QUANTITIES

2.17.1 The Purchaser reserves the right at the time of award of the contract to increase it by 25% of the quantity of the goods and services specified in the schedule of requirements without any change in unit price of the ordered quantity.

2.17.2 In case of division of order among number of parties. The distribution of quantity will be accordingly done by the Purchaser on an individual tender.

## 2.18 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser does not bind himself to accept lowest or any other tender/bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder on the grounds for the Purchaser's action.

## 2.19 NOTIFICATION OF SUCCESSFUL BIDDER

2.19.1 Prior to the expiration of the bid period, the Purchaser will notify the successful bidder in writing by registered letter or fax, to be confirmed in writing by registered letter that its bid has been accepted.

2.19.2 Upon successful bidder furnishing of Performance Guarantee, the Purchaser will notify each successful bidder and will discharge its bid bond.

## 2.20 ISSUE OF LETTER OF INTENT

2.20.1 The issue of Letter of Intent shall constitute the intention of the Purchaser to place the Purchase Order with the successful bidder.

2.20.2 The bidder shall within 10 days of issue of Letter of Intent give its acceptance along with Performance Guarantee in conformity with the bid documents.

## 2.21 CANCELLATION OF LETTER OF INTENT

Failure of the successful bidder to comply with the requirement of submission of Performance Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the bid bond, in which case Purchaser may make the offer to any other bidder at the discretion of the Purchaser or call for new bids.

## 2.22 POST BID CLARIFICATIONS

No post bid clarification at the initiative of the bidders shall be entertained and any effort by the bidders to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or award of the contract shall result in rejection of the bid.

## 2.23 DELIVERY

Delivery of the goods shall be made by the supplier in accordance with the terms specified by the Purchaser in the Special condition of the contract and goods shall remain at the risk of the supplier until delivery have been completed in full. The Schedule of delivery shall be the essence of the contract.

## 2.24 SUBMISSION OF BID

Sealed offer shall be submitted in two separate envelopes. Envelope 1 superscripted as PART-1 (Technical-Commercial Offer) shall contain the following:

- a) Documentary evidence in respect of the eligibility criteria mentioned in the N.I.T.
- b) EMD/Bid Bond
- c) A Clause-by-Clause compliance to all Terms & Conditions of the tender specified at Section 2,3,4,5 and 6.
- d) Unpriced Bill of Material i.e. identical to the priced bid but prices blanked out.

Note: The bids indicating any deviation in terms and conditions stated in the tender document are liable to be rejected.

Envelope 2 superscripted as PART-II (Price Offer) shall contain the Price Bid Schedule.

A single sealed envelope containing both the envelopes (i.e. Envelop 1 & Envelop2 sealed separately) shall be addressed to the purchaser at the following address:

The envelopes should be superscripted “Tender No **GVKEMRI/Assam/SCM/01/2016-17** dated **19/12/2016** for **Interior Decoration including Civil and Electrical Work for Integrated ERC & Office Setup at Guwahati, Assam**” and also “Do not open before**09/01/2017**.”. The tender may be sent by the tenderers by Courier / Speed-post, with the envelope marked as above..

The tenders shall be opened at the stipulated time of opening in the presence of intending bidders.

(iii) The inner and outer envelopes shall indicate the name and address of the bidders to identity the bid and to enable the bid to be returned unopened incase it is declared ‘late’ or ‘rejected’.

(iv) **VENUE OF TENDER OPENING:**

Tender shall be opened in GVK EMRI Assam office at the time on the due date mentioned in the N.I.T. If due to administrative reason the venue of Bid opening is changed it will be duly displayed.

(v) Offer received through fax or through open letter shall be ignored.

#### 2.25 OPENING OF FINANCIAL BID

Financial Bids of only those bidders will be opened whose Technical Bids are found to be qualified and acceptable to Bidder’s representative may attend the Financial Bid opening. The qualified parties shall be notified with the date, time & venue of the opening of the Financial Bid.

## SECTION 3

### GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

- 3.1 PRICE APPLICABILITY
- 3.2 STANDARDS
- 3.3 PATENT RIGHTS
- 3.4 PERFORMANCE BANK GUARANTEE
- 3.5 INSPECTION AND TESTS
- 3.6 TRAINING
- 3.7 WARRANTY
- 3.8 CHANGE ORDERS
- 3.9 SUB-LETTING
- 3.10 LIQUIDATED DAMAGES
- 3.11 ARBITRATION
- 3.12 RESOLUTION OF DESPUTES
- 3.13 RISK PURCHASE
- 3.14 APPLICABLE LAWS
- 3.15 GENERAL LIEN
- 3.16 PACKING
- 3.17 INSURANCE
- 3.18 REPLACEMENT OF DEFECTIVE EQUIPMENT
- 3.19 FORCE MAJEURE
- 3.20 TERMINATION FOR DEFAULT
- 3.21 TERMINATION FOR INSOLVENCY
- 3.22 ADD ON/REPEAT ORDER
- 3.23 RIGHT TO DISQUALIFY
- 3.24 RIGHT TO BLACK LIST
- 3.25 COURT JURISDICTION

#### 3.1 PRICE APPLICABILITY

Prices in the Purchase Order shall remain valid for the period of delivery schedule or extended delivery schedule. In case of delayed supplies, after delivery period, the advantage of reduction of taxes/duties shall be passed on to the purchaser and no benefit of increase will be permitted to the supplier.

#### 3.2 STANDARDS



The goods supplied under the contract shall conform to the standards mentioned in the Technical Specifications.

### 3.3 PATENT RIGHTS

The Supplier shall indemnify the Purchaser against all third party actions/claims of infringement of patent, trade mark or industrial design rights arising from the use of goods or any part thereof.

### 3.4 PERFORMANCE BANK GUARANTEE

3.4.1 **Within 10 days** of the supplier's receipt of Letter of Intent (LOI)/P.O, Supplier shall **furnish Performance Bank Guarantee for One year for the amount of 10% of the contract/P.O** value less EMD amount.

3.4.2 The proceed of the Performance Security shall be payable to the Purchase as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

3.4.3 The Performance Bond shall be in the form of Bank Guarantee issued from a Branch of scheduled bank **situated in Guwahati**

3.4.4 The Performance Bond will be discharged by the Purchase after completion of the suppliers obligations including any warranty obligations under the contract.

3.4.5 As regards validity of Performance Bank Guarantee, please refer to special condition of contract (Section-4).

### 3.5 INSPECTION AND TESTS

3.5.1 The Purchaser or its representatives or ultimate client shall have the right to inspect and test the goods for their conformity to the specifications. The Purchaser may also appoint an agency for this purpose. The technical specifications shall specify what inspection and tests and Purchaser requires and where they are to be conducted. Where the Purchaser decides to conduct such tests on the premises of the supplier, all reasonable facilities and assistance like testing instruments and other test gadgets including access to the drawings and production data shall be furnished to the Inspector free of costs. In case the tested goods fail to conform to the specifications, the Inspector may reject them and the supplier shall either replace the rejected goods or make alteration necessary to meet the specifications requirements free of cost to the Purchaser.

3.5.2 Notwithstanding the pre-supply tests and inspections, the material on receipt in the Purchaser's premises shall also be tested and if any material or part thereof is found defective, the same shall be replaced free of cost to the Purchaser. If any material before it's taken over is found defective or fails to fulfill the requirements of the contract, the Inspector

shall give the supplier notice setting forth details of such defects or failure and the supplier shall make the material good or alter the same to make it comply with the requirements of the contract and in any case within a period not exceeding 2 months of the initial report. These replacements shall be made by the supplier free of the all charges at site.

3.5.3 As regards Inspecting Authority and other details please refer to Special Condition of the Contract (Section-4).

### 3.6 TRAINING (WHERE REQUIRED)

3.6.1 The bidder shall provide training for installation and maintenance staff of the Purchaser free of cost, where required.

3.6.2 The bidder shall specify in his bid the number of trainees, quantum of proposed training, pre-training qualifications required of the trainees and the duration of the proposed training required.

3.6.3 The bidder shall provide all training materials and documents and aids.

3.6.4 Conduct of training of the Purchaser's personnel shall be at the suppliers' plant and/ or on-site in assembly start-up operation, maintenance and/or repair of the supplied goods.

### 3.7 WARRANTY

3.7.1 The Supplier shall give warranty that goods to be supplied shall be new and freeform all defects and faults in material, workmanship, and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects that may develop under the conditions provided by the supplier and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate contract protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect goods are faulty. This warrantee shall survive inspection or payment for, and acceptance of goods, but shall expire except in respect of complaints notified prior to such date, 12 months after installation and commissioning / the goods have been taken over. However the warranty period specified if any, in the Special Condition of Contract (Section – 4) the same shall rule.

3.7.2 If it becomes necessary for the supplier to replace or renew any defective portion/portions of the equipment under this clause, the provisions of the clause shall apply to the portion/portions of equipment s replaced of renewed or until the end of the above mentioned period of twelve months, whichever may be later. If any defect is not remedied within a reasonable time, the Purchaser may proceed to get the work done at the supplier's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the Supplier in respect of such defects.

3.7.3 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

### 3.8 CHANGE ORDERS

3.8.1 The Purchaser may at any time by written order given to the supplier make changes within the general scope of the contract in any one or more of the following:-

- a) Drawings, designs or specifications where goods to be furnished under the contract are to be specifically manufactured for the Purchaser.
- b) Method of transportation or packing.
- c) Place of delivery.
- d) Services to be provided by the supplier.

3.8.2 If any such change causes an increase or decrease in the cost or the time required for the execution of the contractor, an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended.

### 3.9 SUB-LETTING

The bidder cannot assign or transfer and sub-contract its interest/ obligations under the contract without prior written permission of the Purchaser.

### 3.10 LIQUIDATED DAMAGES

3.10.1 The date of the delivery of the goods stipulated in the acceptance of tender should be deemed to be the essence of the contract and the delivery must be completed not later than the dates specified therein. Extension in delivery period will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period and accepted by the consignee, such deliveries will not deprive the Purchaser of the right to recover Liquidated Damages.

3.10.2 In case the supplier fails to supply the material against the order, the material shall be procured from other suppliers at the cost and risk of the supplier and the excess money will be recovered from any dues of the party.

3.10.3 For late supplies, as liquidated damages, a sum equal to 2% of the price of any goods not delivered or total order value in case where part delivery is of no use to the Purchaser, for a week or part of a week subject to maximum limit of 10% of the total order value will be recovered from the supplier. Purchaser also reserves the right to cancel order in such cases and forfeit the EMD/Performance Guarantee and may also debar the supplier for future purchases.

3.10.4 LD can be recovered from any dues of the parties.

### 3.11 ARBITRATION

3.11.1 In the event of any dispute arising between GVK EMRI and the Supplier in any matter covered by this contract or arising directly or indirectly there from or connected or concerned with the said contract in any manner of the implementation of any terms and conditions of the said contract, the matter shall be referred to the Chief Operating Officer of GVK EMRI, who



may himself act as sole arbitrator or may name as sole arbitrator an officer of GVK EMRI notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Act, 1996 shall apply to such arbitration. The supplier expressly agrees that the arbitration proceedings shall be held **at Guwahati**.

3.11.2 In case any supplier wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts **in Guwahati shall have the Jurisdiction**.

### 3.12 RESOLUTION OF DISPUTE

3.12.1 If any dispute arises between the Parties hereto during the subsistence of thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Contract or regarding a question, including the questions as to whether the termination of the Contract by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts which attempt shall continue for not less than 30 (thirty) days, given 15 days notice thereof to the other Party in writing.

3.12.2 The place of the arbitration shall be Guwahati, India.

3.12.3 The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.

3.12.4 The proceedings of arbitration shall be in English language.

### 3.13 RISK PURCHASE

3.13.1 In the event of Supplier's failure to execute the contract to the satisfaction of the Purchaser, the Purchaser reserve the right:

(a) To reject any part of the Contract executed and withhold payment for such portion of the Contract till such time, the defects are rectified to the satisfaction of the Purchaser.

(b) To terminate the Contract by giving 2 weeks notice in writing without assigning any, reason and to get the Contract executed by other agency at the risk and cost of the Supplier.

### 3.14 APPLICABLE LAWS

3.14.1 This contract shall be interpreted, construed and governed by the laws of the Republic of India and the parties hereby submit to the exclusive jurisdiction of the Court and to all Courts having jurisdiction in appeal there from.

3.14.2 Any dispute in relation to the contract shall be submitted to the appropriate Court of the Republic of India for determination. The parties to the contract shall continue to fulfill their respective obligations under the contract during the currency of the contract pending the final decision of the Court.

### 3.15 GENERAL LIEN

Whenever under this contract any sum of money is recoverable from and payable by the supplier, the Company shall be entitled to recover such sum by appropriating in part or in whole the Security Deposit of the Supplier, if a Security is taken from the Supplier. In the event of the Security being insufficient or if no Security has been taken from the Supplier, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Supplier or which at anytime thereafter may become due to the Supplier under this or any other contract with the Company. Should this sum be not sufficient to cover the full amount recoverable, the Supplier shall pay to the Company on demand the remaining balance due.

### 3.16 PACKING

The supplier shall ensure that the Goods/Equipment is securely and adequately packed to ensure safe arrival at the destination fully withstanding all hazards such as rough handling etc. during transit.

### 3.17 INSURANCE:

The equipment shall be got insured by the supplier upto the time it is delivered to the consignee. The supplier will be responsible, till the entire quantity of stores ordered, for arrival in good working condition at destination is received by the consignee. The consignee will immediately but not later than the prescribed period of insurance or arrival of the stores at the destination notify the supplier of any loss/damage to the stores that may have occurred during transit. The period of insurance cover will be indicated by the supplier to the consignee/Paying authority. In case of any loss/damage during the transit, the case will be lodged by the supplier with the concerned authority on receipt of report from the consignee/paying authority.

### 3.18 REPLACEMENT OF DEFECTIVE EQUIPMENT:

3.18.1 If any equipment or any part thereof, is found defective or fails to meet the requirements of the contract before it is accepted GVK EMRI shall give the supplier a notice setting forth details of such defects or failures and the supplier shall forthwith arrange to set right the defective equipment or replaced the same by the good one to make it comply with the requirements of the contract. This in any case shall be completed within a period not exceeding one month from the date of the initial report pointing out the defects. The replacement or rectification shall be made at site by the supplier free of cost. Should the supplier fails to do the needful within this stipulated time frame; the purchaser reserves the right to reject the equipment in full or in part and replaced the same at the cost of the supplier. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier against this purchase order.

3.18.2 If any equipment or part thereof is lost or rendered defective during transit, pending settlement of the insurance claim, fresh order shall be placed on the supplier for such loss or defective equipment and the supplier shall arrange to supply the same within three months of such order at the same prices and on the same general terms and conditions as mentioned in this purchase order.

### 3.19 FORCE MAJEURE:

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (herein after referred to “eventuality”), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an “eventuality” be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such “eventuality” has come to an end or cease to exist. In case of any dispute, the decision of GVK EMRI, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of manufacture which maybe in the possession of the Supplier at the time of such termination, or such portion thereof as the purchaser may deem, fit except such material, as the Supplier may, with the concurrence of the Purchaser, elect to retain.

### 3.20 TERMINATION FOR DEFAULT

3.20.1 The Purchaser, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part.

- a) if the supplier fails to deliver any or all the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser .
- b) if the supplier fails to perform any other obligation(s) under the Contract; and
- c) if the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.
- d) On a notice period of 30 days.

3.20.2 In the event the purchaser terminates the contract in whole or in part pursuant to above Para the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

### 3.21 TERMINATION FOR INSOLVENCY



The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

### 3.22 ADD ON/REPEAT ORDER

GVK EMRI reserves the right to place Add on/Repeat order for additional quantity upto 25% of the original order quantity at the same rate and term & conditions of the purchase order within one year from the date of issue of purchase order.

### 3.23 RIGHT TO DISQUALIFY

Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the ordered goods in time, further; the suppliers whose goods do not perform satisfactory in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser.

### 3.24 RIGHT TO BLACK LIST

Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.

### 3.25 COURT JURISDICTION

The contract shall be governed by Indian laws and courts at Delhi/New Delhi will have jurisdiction to entertain any dispute or claim arising out of this tender.

## SECTION 4

### SPECIAL CONDITIONS OF CONTRACT

#### 4.1. PAYMENT TERMS

1. Mobilization Advance: Interest free mobilization advance of Rs. 50 Lakhs can be given to selected bidder against Bank Guarantee of equal amount. This amount will be recovered from the Bills of the vender. The Bank Guarantee against mobilization advance will be return within 7 days after submission of final bill.

2.The vender is required to submit bill after completion of work in the certification of Engineer – in- charge. The payment for the same would be released after due verification, adjustment of mobilization advance and deduction of penalties if any.

3. The purchaser will retain 5% bill amount of total value services of supplier till the date of completion of onsite warranty of equipment supplied.

#### 4.2 CONSIGNEE AND ADDRESS FOR DELIVERY

GVK Emergency Management and Research Institute  
“Subham Greens” 2<sup>nd</sup> Floor, Lokhra, Guwahati, Assam – 781 040.

#### 4.3 DELIVERY, TESTING, INSTALLATION AND COMMISSIONING SCHEDULE

4.3.1. Supply of all the materials to the site within three weeks of the advance released long with purchase order.

4.3.2. Entire work shall be completed within **five weeks** of the advance released along with Purchase order.

#### 4.4 VALIDITY OF PBG

Twelve months from the date of purchase order or one year from the date of commissioning whichever is later.

#### 4.5 WARRANTY

1. One year comprehensive onsite warranty for all the equipment supplied

2. Fault rectification response time - with replacement/ repair of faulty part by the end of next business day.

#### 4.6 Liquidity Damages:

4.6.1. The date of the delivery of the goods stipulated in the purchase order should be deemed to be the essence of the contract and the delivery must be completed not later than the dates specified therein. Extension in delivery period will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period and accepted by the consignee, such deliveries will not deprive the Purchaser of the right to recover Liquidated Damages.

4.6.2. In case the supplier fails to supply the material against the order, the material shall be procured from other suppliers at the cost and risk of the supplier and the excess money will be recovered from any dues of the party.

4.6.3. For late supplies, as liquidated damages, a sum equal to 2% of the price of total order value, for a week or part of a week subject to maximum limit of 10% of the total order value will be recovered from the supplier. Purchaser also reserves the right to cancel order in such cases and forfeit the EMD/Performance Guarantee and may also debar the supplier for future purchases.

#### 4.7 Penalty:

4.7.1. For late completion of the work, below are the penalty clauses:

- a. A sum equal to 0.2% of the total PO value up to 7 days.
- b. A sum equal to 1% of the total PO value per each day delay from 8<sup>th</sup> day onwards.

## SECTION 5

### SCHEDULE OF REQUIREMENT (BOQ)

Note :

1. Quantities mentioned above are indicative and shall be used for comparison of bids only. However, the final payment shall be made on actual (taking unit rate mentioned in the bid) as per the actual work done in accordance with approved design document.
2. Unit rates mentioned would remain fixed.
3. Any other item required, should be mentioned with its unit rate in the bid.

SECTION 6

Tender No. Dated:

Performance Bank Guarantee FORMAT

Whereas ..... (hereinafter called “the Bidder”) has submitted its bid dated ..... For the supply of ..... Vide Tender No. .... dated ..... KNOW ALL MEN by these presents that WE ..... OF ..... Having our registered office at ..... (hereinafter called “the Bank”) are bound unto (hereinafter called “the Purchaser”) in the sum of Rs. .... for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
  - (a) fails or refuses to execute the Contract, if required; or
  - (b) Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

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

This guarantee will remain in force upto and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority.

Name





Name & Signature of witness  
Address of witness

Signed in Capacity of  
Full address of Branch  
Tel No. of Branch  
Fax No. of Branch

***Annexures***

***The drawings for carrying out CIVIL WORK, CARPENTRY WORK, FALSE CEILING & FINISHIN, ELECTRICAL, ACESS CONTROL, CCTV, FIRE DETECTOR, AIRCONDITIONING (Including Gas Charging), LAN are attached to this tender for interior decoration including civil and electrical work for integrated ERC & Office Set up at Guwahati, Assam.***