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**E-TENDER  
BIDDING DOCUMENT FOR PROCUREMENT OF  
FURNITURES FOR CIPET, KORBA**

**TENDER NO.CIPET/KRB/Furniture/2019/01**

**LAST DATE FOR SUBMISSION OF TENDER: 26/12/2019**

**CENTRAL INSTITUTE OF PLASTICS ENGINEERING & TECHNOLOGY (CIPET)  
(Dept. of Chemicals & Petrochemicals)  
(Ministry of Chemicals & Fertilizers, Govt. of India)  
Plot No 48,Industrial Area,Near Urkura Railway Station,Bhanpuri,Raipur-493221(C.G)**

**E-mail: [cipetraipur@gmail.com](mailto:cipetraipur@gmail.com) , [raipur@cipet.gov.in](mailto:raipur@cipet.gov.in)**

**[Website:www.cipet.gov.in](http://www.cipet.gov.in)**

## Notice Inviting E-Tender

E-Tender No.: CIPET/KRB/Furniture/2019/01

Date: 04.12.2019

CIPET Raipur invites E-Tender in two Bid systems (Technical and Financial) from Resourceful and Reliable Manufacturers or their authorized dealers for Supply of Furniture at **CIPET, Education Hub, Syahimudi, Post-Gopalpur, Via-Jamnipali, Korba-495450 CIPET-Korba centre** with an estimated cost of Rupees Fifty Four Lakhs Fifty Thousand Only.

S. No.	E-Tender No. & Date	Name of the Item / Work	Qty. (Approx.)	Estimated Cost (Approx.) Rs.	EMD Rs.	Completion Time	Tender Fees in Rs.	Last Date & Time of online Bid submission
1.	CIPET/KRB/Furniture/2019/01 Date : 04.12.2019	Supply of Dining Table Set in Stainless Material	30	54.50 Lakhs	1,00,000/-	50 Days	2,500/- (Non-refundable)	26.12.2019 17.00 Hrs.
		Dual Desk Bench	250					
		Cot	600					
		Table	600					
		Chair	600					

Interested and eligible bidders may view and download detailed tender documents from CIPET's e-Tender portal [www.tenderwizard.com/CIPET](http://www.tenderwizard.com/CIPET), [www.cipet.gov.in](http://www.cipet.gov.in). **All Bids must be submitted through the online portal [www.tenderwizard.com/CIPET](http://www.tenderwizard.com/CIPET).** However, Bidders are also requested to submit a hard copy of the online Technical Bid duly sealed and signed to the CIPET Raipur, Industrial Area Bhanpuri, Raipur-493221 **on or before- 26.12.2019 up to 17.30 Hrs.**

The Tender Fee and EMD will be accepted in the form of Demand Draft/Banker's Cheque drawn on any Indian Nationalized Bank favoring "**CIPET Korba**" payable at Korba and shall be submitted at CIPET, Raipur as specified on or before **26.12.2019 up to 17.30 Hrs.** in separate sealed cover failing which bids will be summarily rejected. However, a soft copy of the Tender Fee and EMD instruments shall also be uploaded along with the Technical Bid to be submitted online.

### Salient information about the E-Tender:

- Mode of submission: ONLINE.** No offline Tenders will be accepted.
- Availability of Tender Documents:** All Bid formats (Technical & Financial) are available ONLINE at CIPET's e-Tender portal [www.tenderwizard.com/CIPET](http://www.tenderwizard.com/CIPET), [www.cipet.gov.in](http://www.cipet.gov.in). The registered vendors can download the Bids from these websites.
- Who can participate for this e-Tender:** The registered vendors of CIPET through [www.tenderwizard.com/CIPET](http://www.tenderwizard.com/CIPET) can only participate in this tender process.
- How to register by a vendor:**
  - The prospective bidders have to register with CIPET through the E-tender portal of CIPET at [www.tenderwizard.com/CIPET](http://www.tenderwizard.com/CIPET) by Online **Payment** As Applicable to M/S. KEONICS LTD. On completion of the registration process, the bidders will be provided user ID and password. After receipt of User ID & Password, Bidders can log on at our e-Tender portal for downloading & uploading tender documents.
  - Tender Documents Fees of Rs. 2,500/-** is Payable to CIPET, Korba in the form of Demand Draft from any Nationalize Bank not drawn before the Date of Releasing of NIT.
  - Processing Fees as applicable payable Online separately to M/S. KEONICS LTD.**
- Is there any device requirement for participation in e-Tender: Yes,** Bidders should have valid Class 3 Digital Signature Certificate (DSC) device for participating in e-Tender. For integrity of data and its authenticity/non-repudiation of electronic records and to be compliant with IT Act2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC) of Class-III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

6. Contact details for e-Tender related issue:

<b>Name of the Service Provider: KEONICS</b>		
Contact Person	Telephone/E-mail	Remarks
Local Representative of		For, Vendor registration/ DSC/any other issue regarding e-Tender Process, please contact KEONIS as the details given in the previous Columns.
KEONICS (Raipur)	Mobile: 08305920951	
1. Mr. Mohan Soni	Email: <a href="mailto:twhelpdesk466@gmail.com">twhelpdesk466@gmail.com</a> .	
KEONICS's Helpdesk:		

7. Bidders are hereby advised that all the documents to be submitted online are kept scanned and converted to PDF format in a separate folder on their computers before starting online submission. The schedule of rate (Excel Format) may be downloaded and rates may be filled appropriately in this format only. This file may also be saved in a separate folder on your computer.
8. While uploading/submitting the documents, it should be ensured that the file name should be the name of the document itself.
9. All pages of Tender documents with Addenda/Corrigenda (if any) must be signed with proper official stamp and date by the Bidders / or authorized power of attorney holders at the lower right hand corner.
10. Bidders are advised to **visit CIPET's e-Tender portal regularly for any Addenda/Corrigenda** (if any) with regard to the e- Tender for which no separate paper advertisement will not be published.
11. **Last date of online submission of Tender bid: 26.12.2019 up to 17.30 Hrs.**
12. **EMD and Tender Fee** must be in approved mode and Duly Signed & Sealed in separate cover along with filled Technical Bid and with necessary enclosures shall be submitted in physical form (hard copy) in person/by speed post on or before **26.12.2019 up to 17.30 Hrs.** at CIPET, Raipur. Non receipt of which the Tenders are liable for rejection.
13. **Date & Time of Technical Bid Opening: 27.12.2019 at 12.00 Hrs.**
14. **Date & Time of Financial Bid Opening:** Technically qualified bidders will be intimated the date & time after technical bid evaluation through the e-Tender portal.
15. **Venue for Opening Bids:** CIPET Raipur, Plot No 48 Industrial Area,Bhanpuri,Raipur-493221
16. **Eligibility Criteria:-**
  1. Age of the Firm : More than 03 Years as on 04.12.2019.
  2. Average Annual Turnover : Rs. 1.50 Crores & above in last three financial year (2016-17, 2017-18 & 2018-19)
  3. Individual Work Order : Experience of executing similar works for supply of furniture items to Corporate Offices/Institutions/Central Autonomous Body/Central Public sector undertaking/others etc. with a single order valuing Rs. 55.00 Lakhs or two work order each valuing more than Rs. 25.00 Lakhs & above during the last 3 financial years (2016-17, 2017-18 & 2018-19). Please enclose copy of work orders.
  4. Capabilities & Capacity : The participant: manufacturer having own manufacturing Units or their authorized dealer can only participate. Proof of Manufacturing is to be attached. Client may also visit and inspect the Manufacturer set up as deemed fit.

**CIPET reserves the absolute right to accept/reject any or all bids at any stage of the tender process without assigning any reason whatsoever.**

**Director & Head  
CIPET, Raipur**

**LETTER**

**From,**

**To,**  
The Director & Head  
CIPET,Raipur,  
Plot No 48 Industrial Area Bhanpuri ,  
Bhanpuri,Raipur-493221

Dear Sir,

**Subject: Proposed Work for Supply of Furniture Items at CIPET-Korba Centre.**

I/we the undersigned having carefully gone through and clearly understood the plans, specifications, articles of agreement and conditions of the contract for above mentioned work do hereby tender to execute and complete the whole of the work in accordance with the said plans and specifications and conditions of Contract at rates set out in the priced schedule of quantities attached hereto.

I/we agree to finish the whole of the work as provided in the thereto.

I/we have deposited as Earnest money Rs. 1,00,000/- in your office which amount is not to bear any interest and I/we do hereby agree that this sum shall be forfeited by you in the event of your accepting my/our tender and failing to execute the Contract on my/our part when called upon to do so.

It is understood that the lowest or any other tender will not necessarily be accepted and that no reasons shall be given for such non- acceptance.

I/we agree to keep my/our offer for a period of

three months. Yours Faithfully,

[Signature & Seal rubber stamp]

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

Place: \_\_\_\_\_

## **This Tender form contains Section I to VIII**

### **SECTION : I**

#### **INTRODUCTION**

Government of India established Central Institute of Plastics Engineering & Technology (CIPET) in 1968 with the assistance of United Nations Development Programme (UNDP) at Chennai. The main objective of setting up of the institute was to develop manpower in different disciplines of Plastics Engineering & Technology as no similar institute was in existence in the country. International Labour Organization (ILO) served as the executing agency. During the initial project period between 1968 and 1973, the institute achieved the targets envisaged and was rated as one of the most successful UNDP projects implemented worldwide. Today CIPET is a premier national institution under the aegis of the Ministry of Chemicals & Fertilizers, Govt. of India fully devoted to Skill Development, Technology Support Services, Academic and Research (STAR). CIPET operates on hub & spokes model with 32 locations.

CIPET stands tall not only as a premier institute in the country but also emerged as a global institution renowned for its research & development in the niche areas of Polymer Science & Technology and high quality Education & Skill development in the field of plastics. CIPET has been accredited with ISO 9001:2008 QMS, ISO/IEC - 17025, ISO/IEC - 17020 certification on Design, Development and Conduct of specialized training courses in Plastics Engineering & Technology and rendering technical /consultancy services in design, tooling, plastics processing & testing for the benefit of plastics & allied industry. Besides, STAR activities, CIPET also plays pivotal role in generating employment opportunities especially for unemployed and underemployed youth, promoting entrepreneurs through various skill development training programs.

Headquartered in Chennai, CIPET has centers at Ahmedabad Amritsar, Aurangabad, Agartala Baddi, Balasore, Bengaluru, Bhopal, Bhubaneswar, Chandrapur Chennai, Gurgaon, Guwahati, Gwalior, Hyderabad, Hajipur, Haldia, Imphal, Korba, Kochi, Lucknow, Madurai, Murthal, Mysore, Raipur, Ranchi, Valsad and Korba. All the state-of-the-art centers are equipped with excellent infrastructure facilities in the areas of Design, (CAD/CAM/CAE), Tooling & Mould Manufacturing, Plastics processing, Testing and Quality Assurance with plan fund support from Government of India. The infrastructure facilities in terms machinery, equipments and technology are continuously upgraded and modernized in tune with needs of plastics & allied industries.

A unit of CIPET has been established in the city of Raipur situated in the fertile Land of Chhattisgarh the “rice bowl of India”, in September 2015 with the joint efforts of Govt. of India & Govt. of Chhattisgarh with a special focus to provide the academic and employment oriented skill development training to the Unemployed/underemployed youth of Chhattisgarh & to provide the Technology Support Service in the areas of design, tooling, plastics processing and testing and quality assurance in India and abroad. CIPET has been in the forefront of strengthening the technological capabilities and has been constantly building capacities and leveraging its expertise, caliber and skill sets to meet the emerging and evolving needs of the industries.

CIPET works in close liaison with industries to implement its initiatives in the areas of Polymer and allied industries in accordance with the environmental policies of the country. CIPET's sustained efforts in creating awareness on environmental issues towards plastics and plastics waste management has been very well received by the industry.

**SECTION: II**

**SCOPE OF WORK**

**Name of the Work: Supply of Furniture at CIPET-KORBA.**

<b>S. No.</b>	<b>Description of the Item/Work</b>	<b>Unit</b>	<b>Qty. (Approx.)</b>
1	Supply of Dining Table Set in Stainless Steel material	Set	30
2	Dual Desk Bench	Nos	250
3	Cot	Nos	600
4	Table	Nos	600
5	Chair	Nos	600

**Note: 01 Set comprising of 01 Table & 02 Benches.**

**SECTION: III**

**TECHNICAL SPECIFICATION FOR DINING TABLE SET IN STAINLESS STEEL MATERIAL**

<b>S. No.</b>	<b>Description of the Item/Work</b>	<b>Unit</b>
1	Supply of Dining Table Set in Stainless Steel material	Set

Note: 01 Set comprising of 01 Table & 02 Benches.

**Technical Specification for Table :**

1. Size:93”(L)X44”(W)X30”(H)
2. Materials (TOP): 18 SWG SS Plate(ISI Make)
3. Leg:38mm 18 SWG SS Square Pipes(ISI Make)
4. Foot Rest(2 Nos):38mm 16 SWG SS Pipes(ISI Make)
5. Legs Fitted with Rubber/Plastic Cap
- 6.Design:As per Drawing Attached

**Technical Specification for Bench:**

1. Size:93”(L)X12”(W)X18”(H)
2. Mateials(TOP): 18 SWG SS Plate(ISI Make)
3. Leg(6 Nos):38mm 18 SWG SS Square Pipes(ISI Make)
- 4.Foot Rest(1 Nos):38mm 16 SWG SS Pipes(ISI Make)
- 5.Legs Fitted with Rubber/Plastic Cap
- 6.Design:As per Drawing Attached

# Drawing





## TECHNICAL SPECIFICATION

### TECHNICAL SPECIFICATION FOR DUAL DESK BENCH

S. No.	Description of the Item/Work	Unit
1	Supply of Dual Desk Bench	Nos

#### Technical Specification for Dual Desk Bench :

Pillar Small-L355xW165xD25

Pillar Big-L703xW165xD25

Round ERW MS Pipe Size:25.4mmx1.6mm Thick

(Note:All Dimension are in MM)

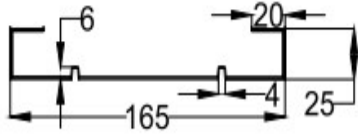
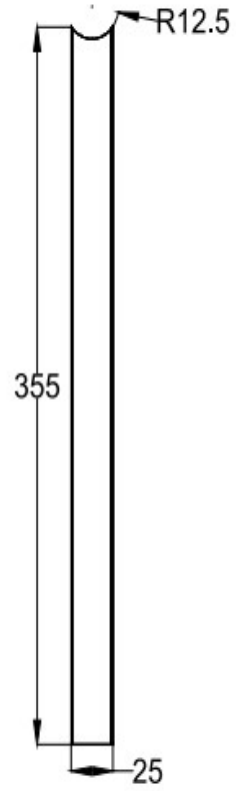
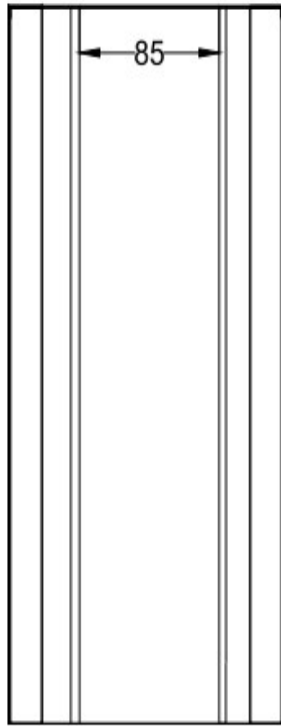
1. **Powder coating:** - Powder coating of steel component of desk shall be done through an automated mechanized conveyerised powder-coating plant. After coating with the approved brand of powder, the heating of the powder-coated component/ part of desk shall be done in thermostatically controlled heating/ baking oven through which component part would be taken through the conveyerised belt system. Other Specification as per IS Standard Applicable.

#### *List of approved Makes and Manufacturers for various materials*

1.	Ply wood	:	Duro, Century, Merino, Green Ply
2.	Laminates	:	Merino, Century, Sun mica
3.	CRCA Sheet	:	Essar Steel, JSW Ispat, ISI, Tata
4.	ERW MS Pipe / CRCA Tube	:	ISI, Tata, Bhushan Steel
5.	Epoxy Powder Coating, Paints	:	Kansai Nerolac, Asian Paints, Berger Paint
6.	Post Forming Solution	:	Pidilite- fevicol (SWR +), Hankel, Jowat
7	Edge Bending Tape	:	Rehau
8	Allen CSK Bolts		ISI, LPS
9	Screws		MPS, EBCO

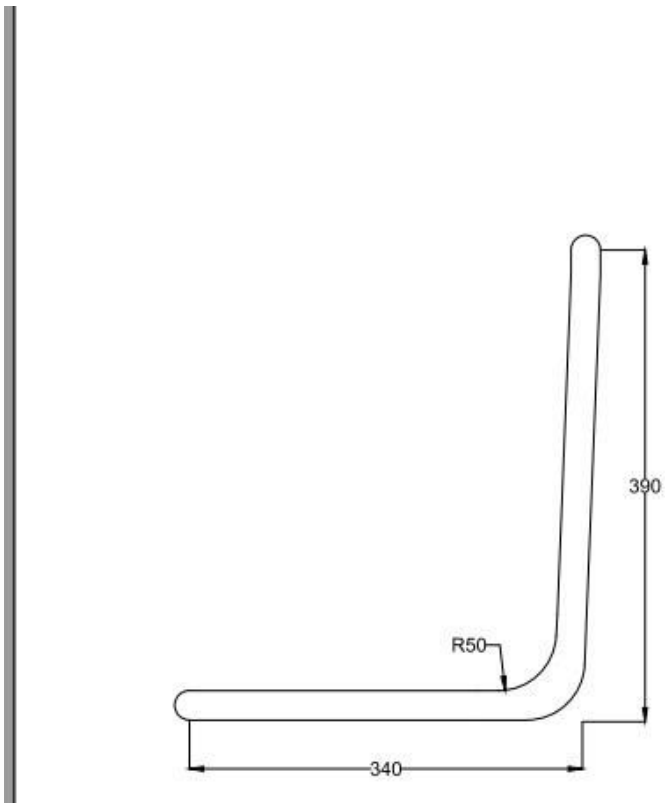
# DRAWINGS



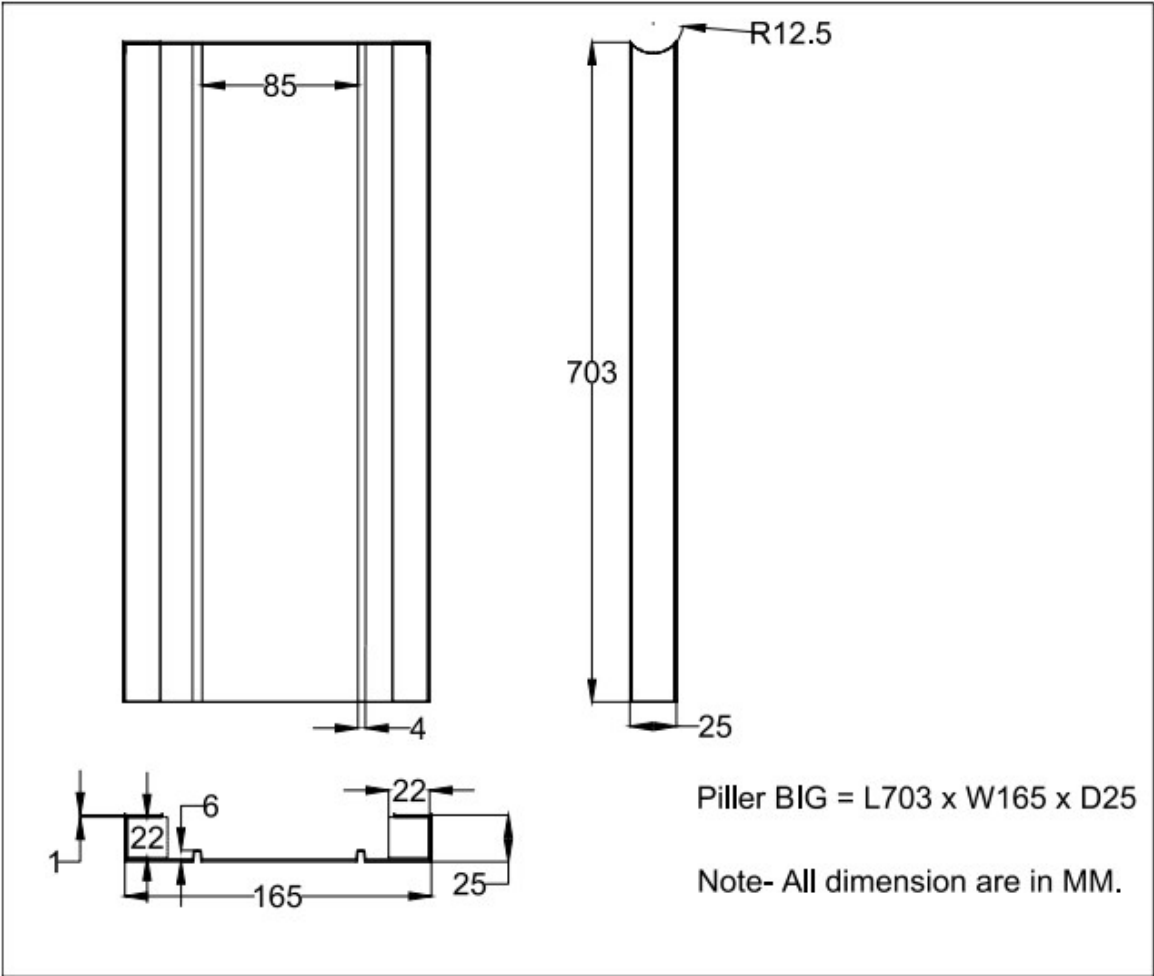


Pillar small = L355 x W165 x D25

Note- All dimension are in MM.

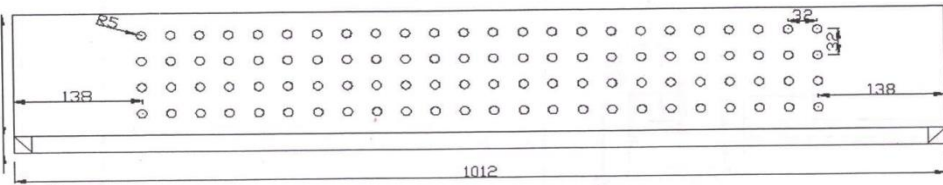
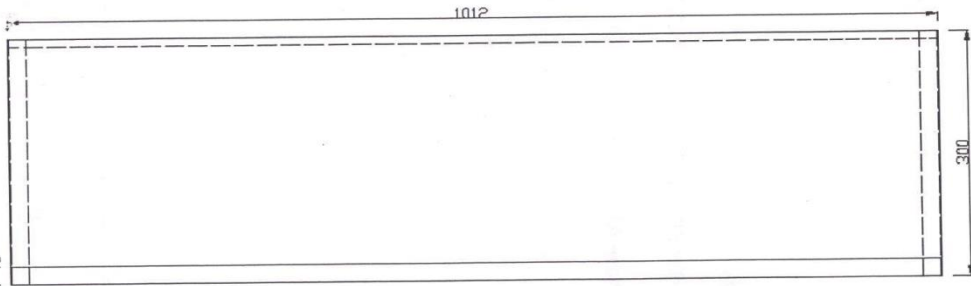


Note: All dimension are in MM. Round, ERW-1, Pipe Size: 25.4mm x 1.6mm thick

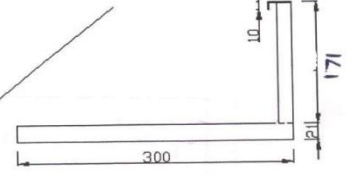


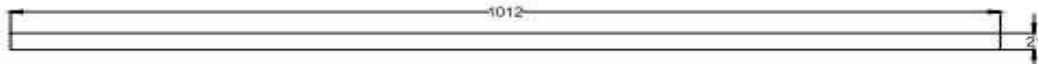
Pillar BIG = L703 x W165 x D25

Note- All dimension are in MM.



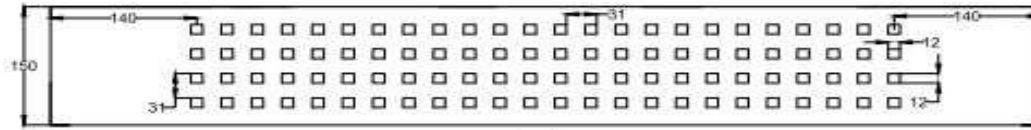
19mm x 19mm x 1mm Tube



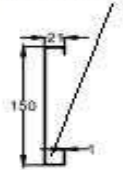


Top view

19mm x 19mm x 1mm Tube



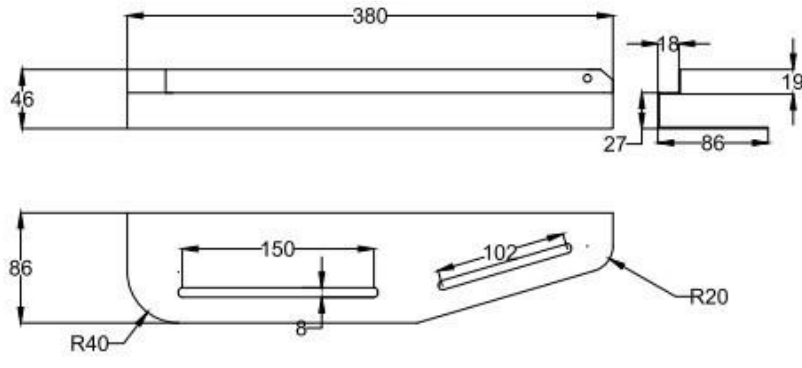
Front view



side view

Drawing of Front Jali

Note- All dimension are in MM.



Drawing Of ICON  
Note- All dimension are in MM.



TECHNICAL SPECIFICATION FOR SUPPLY OF COTS, TABLE, CHAIR AT CIPET- KORBA CENTRE.

S. No.	ITEM / DESCRIPTION OF WORK
1	<p><b>Supply of Cots:</b> The hostel bed shall be of size 1850 X 900 X 450 mm. The legs shall be of square tube of 25 mm X 16 gauge thick &amp; shall be supported by end caps. The total height of bed at back shall be not less than 820 mm. The sides shall be made from tube 50 X 25 mm X 16 gauge thick. The beds main structure shall be made from 12 mm thick ISI mark plywood which shall be supported by 05 nos. square tube 25 mm X 16 gauge thick. The back of the bed shall have 01 No. square tube of size 25 mm X 16 gauge thick as per drawing. All metal structure shall be welded by MIG/CO2/Electric welding. All steel structural components shall be processed and made from virgin material sourced from SAIL/TATA/Jindals or equivalent manufacturer. Painted with ISI mark paint in approved colour and duly finished as per attached drawing skatch.</p>
2	<p><b>Supply of Table:</b> The table shall be of size 27” (L) X 24” (W) X 30” (H). The work surface of the table shall be made of 18 mm thick Pre Laminated particle board (ISI marked) top with 2 mm thick PVC edge beading. All under structure made out with 25 mm thick square pipe with 16 gauge thick wall thickness. All metal structure shall be welded by MIG/CO2/Electric welding. All steel structural components shall be processed and made from virgin material sourced from SAIL/Tata Steel/Jindals or equivalent manufacturer. The ISI make board in the pre- approved colour shall be sourced from reputed manufacturer and shall also be treated for termites to increase life. The complete table structure shall be black powder coated and duly finished &amp; plastic caps shall be fitted to the leg ends.</p>
3	<p><b>Supply of Chair:</b> The seat and back shall be made of 18 Gauge thick steel perforated sheets which are welded to a seat/back as per required profile of the image. The seat size shall be minimum 45 cm X 40 cm. The total height of the chair shall be 82.5 cm and the seat height of the chair shall be (18”). The assembly is a mainframe made of dia 19 mm (¾”) X 16 gauge MS ERW tube and a welded rear leg tube made of dia 19 mm (¾”) X 16 gauge MS ERW tube to the form the complete assembly. The complete chair shall be black powder coated. All steel structural components shall be processed and made from virgin material sourced from SAIL/Tata Steel/Jindals or equivalent manufacture complying to relevant IS standards. The chair shall be duly finished and suitable plastic caps shall be fitted to the leg ends.</p>

## **The Raw Material use should conform to the following standards.**

- i. All metal structure should be treated by seven tanks process for Powder Coating Paint i.e. Degreasing (1<sup>st</sup> Tank), Water Rinsing (2<sup>nd</sup> Tank), Dirusting By Acid (3<sup>rd</sup> Tank), Water rinsing (4<sup>th</sup> Tank), Phosphating (5<sup>th</sup> Tank), Water Rinsing (6<sup>th</sup> Tank), Passivation (7<sup>th</sup> Tank) respectively with non-electrolytic deep process to produce a protective oxide coating for smooth surface with matt finish anticorrosive automated powder Coating Paint of thickness 40-60 microns and over baked for high resistance to scratch, Chemical, thermal ad mechanical stress. Open ends of the steel pipes should be covered by Nylon caps and buffers.
- ii. Manufacturers should use virgin steel c o m p l y i n g to the relevant IS standards .  
Recycle steel will not be accepted.

## **The following standards have to be maintained for raw materials.**

- |                            |   |
|----------------------------|---|
| <b>Pre Laminated Board</b> | - Grade 2 Type 2 of IS standard- 12823  |
| <b>MDF</b>                 | - IS standard 14587   |
| <b>STEEL</b>               | - M.S. E.R.W. tubes – IS 7138 for tubular components, Virgin  |
| <b>Powder Coating</b>      | - BS3900/E3 Impact<br>Resistance: 150 Kgs./cm.<br>BS3900/E2 Scratch<br>Resistance of 4 Kgs.<br>-- Withstand 1000 hours in salt-spray test.<br>Powder-coat thickness>45-60 microns DFT (Dry Film Thickness).<br>IS 101 Epoxy-Polyester Powders Coating |

# DRAWING



## **SECTION : IV**

### **CONDITIONS OF THE CONTRACT**

The conditions herein before referred to

#### **1. INTERPRETATIONS**

In construing these conditions, and the specifications, following schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise referred.

- a. EMPLOYER shall mean Director & Head, CIPET, Raipur shall include their legal representative/assigns, successors or any one authorized by them on their behalf.
- b. CONTRACTOR/SUPPLIER shall mean successful bidder to whom work is awarded and shall include his/their legal representative/s, assign/s or successor/s.
- c. The engineers-in-charge shall mean the Official appointed by the CIPET who will examine all the items supplied with specification mentioned in the tender document.
- d. SITE shall mean the site of the Contract works including any building and erections thereon and any other land (inclusive) as aforesaid allotted by the Employer for the Contractor's use.
- e. THIS CONTRACT shall mean the Articles of Agreement, the Conditions, the Schedule of Quantities and/or specifications, attached hereto and duly signed.
- f. NOTICE IN WRITING or 'WRITTEN NOTICE' shall mean a notice in written, typed or printed characters sent. (Unless delivered personally with authorized acknowledgement or otherwise proved to have been received) by registered post to last known private or business address have been received when in the ordinary course of post it would have been delivered.
- g. VIRTUAL COMPLETION shall mean the supply of the work in the opinion of CIPET competent authority.

#### **2. SCOPE OF CONTRACT**

The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of CIPET. The Engineer-in-charge on their own may from time to time issue further drawings and/or written instructions, details, directions and explanations which are hereafter collectively referred to as 'Works Instructions' in regard to:

- a. The variation or modification of the design, quality of works or the addition or omission or substitution of any work.

- b. Any discrepancy in the instructions/drawings or between the schedule of quantities and/or specifications.
- c. The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefore.
- d. The removal and/or re-execution of any works executed by Contractor.
- e. The dismissal from the works of any persons employed thereupon.
- f. The opening up for inspection, if any work covered up.
- g. The amending and making good of any defects under clause-19

The Contractor shall forthwith comply with and duly execute any work comprised in such "Works Instructions" provided always that verbal instructions, directions and explanations given to the Contractor or his representative Upon the works by the Engineer-in-charge shall, if involving a variation be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further period of seven days, such instructions shall be deemed to be "Works Instructions" within the scope of Contract.

### 3. DRAWINGS AND SCHEDULE OF QUANTITIES

The Contract shall remain in the custody of the Employer. The Contractor on signing thereof shall be furnished to the Employer, free of cost with a copy of the priced Schedule of Quantities. Before the issue of the Final Certificate to the Contractor, he shall forthwith return to the Employer/Engineer In-Charge all drawings and specifications.

### 4. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The Contractor shall provide everything necessary for the proper execution of the works-according to the intent and meaning of the instructions/drawings, Schedule of Quantities and Specification taken together whether the same may or may not be (particularly shown or described therein provided that the same can reasonably be interpreted there from and if the Contractor finds any discrepancy in the instructions/drawings or between the instructions/drawings, Schedule of Quantities and specification, he shall immediately and in writing refer the same to the Employer/Engineer In-Charge who shall decide which is to be followed.

### 5. AUTHORITIES, NOTICES AND PATENTS

The Contractor shall conform to the provision of any Act of the registration relating to the works and to the regulations and Bye-Laws of any Authority, and of any water, lighting and other Companies and/or Authorities with whose system the structure is proposed to be connected, and shall, before making any variations from the instructions/drawings or Specification that may be necessitated by so conforming, give to the Employer a written notice, specifying the proposal to be made and the reason for making it, and apply for instructions thereon. In case, the Contractor shall not within twenty days receive such instructions, he shall proceed with the work, conforming to the provisions, Regulation or Bye-Laws in question, and any variation so necessitated shall be dealt properly/correctly.

The Contractor shall bring to the attention of the Employer all notices required by the said Acts, Regulations or Bye-Laws to be given to any Authority and pay to such Authority or to any public office all fees that may be properly chargeable in respect of the works and lodge the receipts with the Employer.

The Contractor shall indemnify the Employer against all claims in respect of patent rights, and shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereof.

## 6 SETTING OUT WORKS

The Contractor shall set out the works and shall be responsible for the true perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time any error appears during the progress of the works, the Contractor shall at his own expense rectify such error if so required to the satisfaction of the Employer.

## 7. MATERIALS AND WORKMANSHIP TO CONFORM TO DESCRIPTION

All materials and workmanship shall so far as procurable be of the respective kinds described in the schedule of Quantities and/or Specification and in accordance with the "Works Instructions" and the Contractor shall, upon the request of the Employer, provide him with all invoices, accounts, receipts and other vouchers at his own cost and arrange for and/or carry out any test of any materials which the Employer instructs.

## 8. CONTRACTOR'S SUPERINTENDENCE & REPRESENTATIVE OF THE WORKS

The Contractor shall give all necessary personal supervision during the execution of the works, and so long thereafter as the Employer may consider necessary until the expiring of the "Defects Liability Period" stated in the thereto. The Contractor shall also, during the whole time the works are in progress, comply a competent representative whose name is informed with the Employer who shall be constantly in attendance at the building while the men are at work. Any directions, explanations, instructions or notices given by the Consultant or Engineer-in-charge or Employer to such representative shall be held to be given to the Contractor.

## 9. DISMISSAL OF WORKMEN

The Contractor shall, on the request of the Employer immediately dismiss from the works any person employed thereon by him who may in the opinion of the Employer be incompetent or misconduct himself, and such person shall not be again employed on the works without the permission of the Employer.

## 10. ACCESS TO WORKS

The Employer shall at all reasonable times have free access to the works and/or to the workshops, factories, or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer necessary for inspections and examination and

test of the materials and workmanship. Only persons authorized by the Employer, except the representatives of Public Authorities, shall be allowed on the works at any time.

#### 11. ENGINEER-IN-CHARGE

The term 'Engineer-in-charge' shall mean the person appointed by the Employer and acting under the orders of the Employer to inspect the works. The Contractor shall afford the Engineer-in-charge every facilities and Assistance for inspection of the works and materials for Checking and measuring the works carried out by the Contractor. The Engineer-in-charge or any representative of The Employer shall have power to give notice to the Contractor or his representative of non-approval of any work or materials and such work shall be suspended or the use of such material be discontinued. The Employer will from time to time examine the work, but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defect, which may be found to exist at any stage of the work or after the same is completed. In case of Contractor not removing the rejected material nor rectifying the defective work pointed out by the Engineer-in-charge, the Contractor will be liable to the consequences as per the Agreement. The contractor shall honor all letters, notices issued by the Engineer-in-charge as if the Employer issues them.

#### 12. ASSIGNMENT AND SUB-LETTING

The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or Under let the Contract or any part share thereof or any interest therein without the written consent of the employer and no undertaking shall deceive the Contractor from the and entire responsibility of the Contract or from active Superintendence of the works during their progress.

#### 13. VARIATION NOT TO DEVIATE CONTRACT

No alteration, omission or variation shall deviate this Contract which the Employer thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to -the Contractor, the Contractor shall alter, add to or omit from as the case may require, in accordance with such notice, but the Contractor shall not to do any work, extra to or make any alterations or additions to or omissions from the works or any deviations from any of the provisions of the Contract, stipulation Specification or Contract Instructions/Drawings without the previous consent in writing of the Employer the Values of such extras, alterations, additions or omissions shall in all cases be determined by the Employer in accordance with the provisions of clause 17 hereof, and the same shall be added to or deducted from the Contract Amount accordingly.

#### 14. SCHEDULE OF QUANTITIES

The Schedule of Quantities, unless otherwise stated, shall be deemed to have been prepared in accordance with the Standard Method of Measurement of Works issued by the Standard Specification and the Specification attached with the Tender. Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not deviate this Contract but shall be rectified and the value thereof As ascertained under Clause 17 hereof shall be added to or

deducted from the Contract Amount (as the case may be), provided, that there shall be no rectification of errors in 'On Contractor's Schedule of Rates'. The quantities are Approximate and to claims will be allowed for any variation in of quantities.

#### 15. SUFFICIENCY OF SCHEDULE OF QUANTITIES

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the works and of the prices stated in the schedule of Quantities and/or 'the Schedule of Rate and Prices which rates and prices shall cover all his Quotations under the Contract, and all matters and things necessary for the proper completion of the works.

#### 16. THE REMOVAL OF IMPROPER WORK

The Engineer-in-charge/the Employer shall during the progress of the work have power to order in writing, from time to time, the removal from the works within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Employer or the Engineer-in-charge is not in accordance with the specifications or the instructions of the Employer or the Engineer-in-Charge, the substitution of proper materials, and the removal and proper re-execution of Any work executed with materials or workmanship not in accordance with the instructions/drawings and specification or instructions, and the Contractor shall forth with carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer will have the power to employ and pay other persons to carry out the same and all expanses consequent thereon or incidental thereto as certified by the Employer, shall be borne by the Contractor, or " may be deducted by the Employer from any money due or that may become due to the Contractor.

#### 17. DEFECTS DURING EXECUTION AND AFTER COMPLETION OF WORK

Any defect, shrinkage, settlement or other faults which may appear during execution or within the "Defects Liability Period" stated in the hereto, or if none stated then within 12 month after the virtual completion of the arising in the opinion of the Employer from materials or workmanship not in accordance with the Contract, shall upon the directions in writing of the Employer, and within such a reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost unless the Employer shall decide that he thought to be paid for such amending and making good, and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults, and all damage, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer in writing from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any, money due to the Contractor a sum to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under clause 31 being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any sub-Contractor employed on the work who has been nominated or approved by the Employer, as provided in clause 12, the Contractor shall be liable 'to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of



this clause and clause 2 hereof. The Contractor shall remain liable under the provisions of this clause notwithstanding the signing by the Employer of any Certificate or the passing of any accounts.

#### 18. CERTIFICATE OF VIRTUAL COMPLETION

The work shall not be considered as completed until the Employer/Competent Authority certified in writing that they have been virtually completed and the "Defects Liability Period" shall commence from the date of such certificates.

#### 19. OTHER PERSONS ENGAGED BY EMPLOYER:

The Employer reserves the right to use the premises and any portions of the site for the execution of any work not included in this Contract which he may desire to have carried out by other persons, and the Contractor is to allow all reasonable facilities for the execution of such work but is not required to provide any plant or materials for the execution of such work except by special arrangement with the Employers, Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor is not to be responsible for any damages or delay which may happen to or be occasioned by such work.

#### 20. INSURANCE IN RESPECT OF DAMAGE TO PERSONS AND PROPERTY

The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damages to property which may arise from the operation or neglect of himself or of any nominated Subcontractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatever in any way connected with the carrying out of this Contract. This Clause shall be held to include, INTER ALIA, any damage to buildings, streets, foot-path, bridges or ways as well as all damage caused to the buildings and works forming the subject of this Contract by frost or other inclemency of weather. The Contractor shall indemnify the Employer and Consultant and held him harmless in respect of all and any expenses arising from any such injury or damage to persons Or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of Government or otherwise and also in respect of any Award of Compensation or damages consequent upon such claim.

The Contractor shall reinstate all damages of every sort mentioned in this clause, so as to deliver up to whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expenses arrange to effect and maintain, until the virtual completion of the Contract, with an approved office a policy of Insurance in joint names of the Employer and Contractor against such risks and deposit such policy or policies with the Employer from time to time during the period of this Contract. The Contractor shall similarly indemnify the Employer against all claims, which may be made upon the Employer whether under the Workmen's Compensation Act or, any statues in force during the period of this Contract or act common law in respect of any employee of the Contractor or of any sub-Contractor and shall at his own expenses effect and maintain, until the virtual completion of the Contract, with

an approved office a policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Employer from time to time during the period of the Contract.

The Contractor shall be responsible for anything, which may be excluded from the Insurance policies above referred to, and also for all other damages to any property arising Out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any Award of or compensation of damages arising there from.

The Employer shall be at liberty and is hereby empowered to deduct the amount of any damage compensation, costs, charges and expenses arising or accruing from or in respect of any such claim or damage from any sum or sums due or to become due to the Contractor.

## 21. DATE OF COMMENCEMENT AND COMPLETION

The Contractor shall be allowed admittance to the site on the date of commencement" stated in the, and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except decorative work as the Employer made desire to delay) on or before the "DATE OF COMPLETION" stated in the subject nevertheless to the provisions for extension of the time hereinafter contained.

## 22. DAMAGE FOR NON-COMPLETION

If the Contractor fails to complete the work by the date/period stated in the or within any extended time and the Consultant and the Engineer-in- charge certify in writing that in their opinion the same ought to have been completed. Contractor shall pay or allow to the Employer the sum named in the as "Liquidated damages" for the period during which the said work shall so remain incomplete and the Employer may deduct such damages from any money due -to the Contractor.

## 23. DELAYS AND EXTENSION OF TIME

If, in the opinion of the Employer, the works be delayed

- a. By force majeure or
- b. By reason of any exceptionally inclement weather or
- c. By reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own default or
- d. By the works or delays of other Contracts of trades men engaged or nominated by the Employer and not referred to in the schedule of quantities and / or specification or
- e. By reason of "WORKS INSTRUCTIONS" as per clause 2 or

f. By reason of local combination of workmen or strike or lockout effecting any of the related trades or

g. In consequence of the Contractor not having received in due time necessary instruction from the Employer for which he shall have specifically applied in the writing. The Employer make a fair and reasonable extension of time for completion of the Contract works in case of such strike or lockout the Contractor shall, as soon as may be, give written notice thereof to the Employer for the extension of the time limit, but, the contractor nevertheless constantly should endeavor to prevent delay and shall do all that may reasonably be required to the satisfaction of the Employer to proceed with the work.

#### 24. FAILURE OF THE CONTRACTOR TO COMPLY WITH WORKS INSTRUCTION

If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days, fails to comply with such further drawings and / or works Instruction the Employer may employ the other person and pay them to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in the connection therewith shall be recoverable from the Contractor by the Employer as debt or may be deducted by him from any money due or to become due to the Contractor.

#### 25. TERMINATION OF THE CONTRACT BY THE EMPLOYER

If the Contractor being an individual or a firm commit any "Act of Insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution forwarding up voluntarily or subject to the supervision of the court and of the official assignee of the liquidator in such act of insolvency or winding up shall be unable within 7 days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Employer that he is able to carry out and fulfill the Contract, and to give security therefore, if so required by the Employer.

Or if the Contractor (whether an individual, firm or incorporated company) shall suffer execution to be issued,

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor.

Or shall assign or sublet this Contract without the consent in writing of the the Employer first obtained.

Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor there under.

(i) Has abandoned the Contract, or

(ii) Has failed to commence the works, or has without any lawful excuse under this conditions suspended the progress of the works for 14 days after receiving from the Employer notice to proceed, or

(iii) Has failed to proceed with the works with such due negligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or

(iv) Has failed to remove materials from the site all to pull down and replace work for 7 days after receiving from the Employer, written notice that the said materials or work where condemned and rejected by the Employer under this conditions, or

(v) Has neglected or failed persistently to observe and perform all or any or the acts matters or things by this Contract to be observed and performed by the Contractor for 7 days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same, or

(vi) Has to the detriment of good workmanship or in defiance of the Employer's instructions to the contrary sub-let any part of the Contract, then and in any of the said cases, the Employer may notwithstanding any previous waiver, after giving 'seven days' notice in writing to the contractor, determine the Contract, but without hereby affecting the powers of the Employer or the obligations and liabilities of the Contract, the whole of which shall continue in force as full as if Contract had not been so determined and as if the works subsequently had been executed by or on behalf of the Contractor. And further, the Employer under advice of the employer/Engineer In-Charge by his agents or servant may enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery, steel and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractors or other persons or persons to complete the work, and the Contractor shall not in any way interrupt or act, alter the things to prevent or hinder such other Contractor or other person or persons employed for completion and finishing using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Employer/Engineer In-Charge and the Engineer-in-charge shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof or by him, the Employer shall sell the same by public auction, and shall give credit to the Contractor for the amount realized. The Employer/Engineer In-Charge shall thereafter, ascertain and certify in writing under their hands (if anything) shall be due or payable to or by the Employer for the value of the said plant and materials so taken possession of by the Employer and the expenses or loss which the Employer shall have been put in to procuring the works to be completed, and the amount, if owing to the Contractor, and the amount which shall be so certified shall thereupon be paid by the Employer, as the case maybe, and the certificate of the Employer/Engineer-in-charge shall be final and conclusive between the parties.

## 26. TERMINATION OF THE CONTRACT BY THE CONTRACTOR

If the payment of the amount payable by the Employer under CERTIFICATE of the Employer/the Engineer-in-charge with interest as provided for hereinafter shall be in arrears and unpaid for forty-five days after notice in writing, requiring payment of the amount with interest as, aforesaid shall have been given by the Contractor to the Employer interferes with or obstructs the issue of any such certificate or the Employer commits any "Act of Insolvency" or (being an Incorporated Company) shall have an order made against him or pass an effective resolution for winding up, either compulsory or subject to the supervision of the Court or voluntarily, or if the official Assigns or the Employer shall repudiate the Contract, or if the official assigns or the liquidator, in any such winding

up, shall be unable within fifteen days after notice to him so to do, to show to the reasonable satisfaction of the Contractor that he able to carry out and fulfill the Contract and to make Contractor to give security for the same, or if the works be stopped for all payments due, and to become due there under and, if required by the three months under the order of the Employer or by any injunction or other order of any court of law, then and in of the said cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer and he shall be entitled to recover from the Employer payments for all works executed.

## 27. CERTIFICATES AND PAYMENTS

Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes, at sources, as applicable under the law. The employer shall pay the Contractor the amount certified by the Consultant within 25 days of the date of each certificate.

The Contractor shall be paid 70% by the Owner from time to time by installments under interim certificates to be issued by the Competent Authority to the Contractor for the running bills on account of the works executed in accordance with this Contract.

The Contractor shall be paid balance 30% by the Owner under final completion of the work and final certificates to be issued by the Competent Authority to the Contractor for the completion of the project on account of the works executed in accordance with this Contract.

Items of the works for which no rate or price has been entered in will not be paid for the Employer and shall be deemed covered by other rates and prices in the contract.

## 28. MATTERS TO BE FINALLY DETERMINED BY THE EMPLOYER/ENGINEER-IN-CHARGE.

The decision, opinion, direction, certificate (except for payment) with respect to all or any of the matters under Clauses 2a, 2b, 4, 7, 12, 19, 27a/b/c/d/f and 29 hereof (which matters are herein referred to as the accepted matters) shall be final and conclusive and binding on the parties, hereto and shall be without appeal. Any other decision, opinion, direction, certificate or valuation of the Employer/the Engineer-in-charge or by any refusal of the Employer/the Engineer-in-charge to give any of the some shall be subject to the right of arbitration and review in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the employer under the following Clause No. 37.

## 29. SITE TO BE KEPT CLEAN

The contractor shall be responsible to keep the site and the place where labour is housed in a good sanitary conditions to the entire satisfaction of the local health authority and shall provide at his expense, equipment and appliances that may be required for this purpose in keeping with any rules or bye-laws governing the housing and employment of labour.

### 30. WATER

At one point water connection or as decided by employer will be provided by CIPET and the contractor shall have to make his own tank and put his own piping.

### 31. ELECTRICITY

At one point electricity connection or as decided by employer will be provided by CIPET on chargeable basis and the contractor shall make his own arrangement for electricity for temporary lighting, machines, etc. at his own cost.

### 32. INSPECTING, TESTING AND QUALITY CONTROL

- I. The purchaser or its nominal representative will inspect and test the ordered goods and the related services to confirm their conformity to the contract specification and other quality control details incorporated.
- II. The Purchaser reserves the right for stage inspection during manufacturing process, pre-dispatch inspection or post-delivery inspection. The Purchaser as deemed fit shall resort to all these inspection or may waive off any of the inspection.
- III. Stage Inspection: The Supplier shall offer semi-finished product without paint for stage inspection supported with invoice & test report of major raw material as per relevant specification standards.
- IV. Before resorting to Bulk Manufacture or their authorized dealers shall offer/send the prototype/actual finished sample for approval by the Inspector. The approval of Samples shall be in respect of workmanship and finishing and shall be without prejudice to the rights of purchaser/user to get random testing of items during pre-dispatch inspection or form the actual lot offered. In the event of the failure of the supplier to deliver the sample by the date specified in the contact or any other date agreed by the purchaser or in the event of rejection of the sample second time, the purchaser shall be entitled to cancel the contract and purchase the stores at the risk and cost of the supplier.
- V. The Inspector shall have full and free access at any time during the execution of the contract to the supplier's work for satisfying himself that the goods are being manufactured in accordance with the specification mentioned in the Contract, and he may require the Supplier to make arrangements of inspection of the goods or any part thereof or any material at his premises or at any other place specified by the Inspector and if the Supplier has been permitted to employ the services of a sub-inspection of the goods after they have been inspected by the Inspector for the purpose aforesaid. The decision of the purchaser/ inspection authority in this regard shall be final and binding on the Supplier. All terms and condition of the contract as they apply to the inspection shall also apply to the re-inspection.

- VI. The Supplier shall provide, without any extra charge, all material, tools, labour and assistance of every kind which the Inspector may demand of him for any test, and examination, which he shall require to be made on the Supplier's premises and the Supplier shall bear and pay all costs attendant thereon. If the Supplier fails to comply with condition aforesaid, the Inspector shall, in his sole judgement, be entitled to remove for test and examination all or any of the goods manufactured by the Supplier to any premises other than his (Supplier's) and in all such cases the Supplier's shall bear the cost of transport/and carrying out such tests elsewhere. A certificate in writing of the Inspector, that the Supplier has failed to provide the facilities and the means for test and examination, shall be final.
- VII. The Supplier shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspector may specify such material or goods as he may require for tests for which Supplier does not have the facilities or special/independent tests.
- VIII. The Inspector shall have the right to put all the goods or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The Supplier shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.
- IX. Goods accepted by the purchase/CIPET, Korba and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchasers/CIPET, Korba right to reject the same later.
- X. The Purchaser's Inspector reserves the right to may draw samples through random sampling method after receiving the finished goods at destination. All the supplies shall be accompanied with the Manufacturer's certificate that the material conforms to the specifications.

Further to above if on the goods being rejected by the Inspector or CIPET, Korba at the destination, the Supplier fails to make satisfactory supply within the stipulated period of delivery the Purchaser shall be at liberty to:-

- a) Require the Supplier to replace the rejected goods forthwith but in any event not later than a period of 30 days from the date of rejection and the Supplier shall bear all cost of such replacement, including freight, if any, on such replacing and replaced goods but without being entitled to any extra payment on that or any other account.
- b) Purchase or authorize the purchase of quantity of the goods rejected or goods of a similar description when goods exactly complying with particulars are not in the opinion of the Purchase, which shall be final, readily available without notice to the supplier at his risk and

Cost and without affecting the Supplier's liability as regards the supply of any further installment due under the contract, or

- c) Cancel the contract and purchase or authorized the purchase of the goods or goods of a similar description (when goods complying with particulars are not in the opening of the Purchase, which shall be final, readily available) at the risk and cost of the Supplier.
- d) The Inspector shall have the power:-
  - Before any goods or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
  - To reject any goods submitted as not being accordance with particulars.
  - To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory.
  - To demand all cost incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work However if goods are accepted all cost incurred shall be borne by the supplier.

Inspector's decision as regards the rejection shall be final and binding on the Supplier.

### 33. GUARANTEE / WARRANTY

- The on-site replacement warrant shall remain for a period of 12 Month from the date of recording of acceptance of goods at site.

### 34. LIQUIDATED DAMAGES

If the supplier fails to deliver any or all of the goods or fails to perform the service within the time frame(s) incorporated in the tender, the CIPET, Korba shall, without prejudice to other right and remedies available to the CIPET , Korba under the tender, deduct from the quoted price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10 % of the quoted price. Once maximum is reached CIPET, Korba may consider termination of the tender.

### 35. SETTLEMENT OF DISPUTE: ARBITRATION

I: Arbitration: Unless otherwise specified, the matters where decision of the Project-in-charge/competent authority of CIPET is deemed to be final and binding as provided in the agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes



shall be referred to arbitration by Sole Arbitrator.

The Employer shall suggest a panel of three independent and distinguished persons to the bidder/contractor/supplier/buyer (as the case may be) to select any one among them to act as the sole Arbitrator.

In the event of failure of the Contractor to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the contractor shall stand forfeited and the Employer (CIPET) shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Employer on the appointment of the sole arbitrator shall be final and binding on the parties.

The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be English language and venue shall be Korba, India. Subject to the above, the provision of (India) Arbitration & Conciliation Act 1996 and the rules framed under shall be applicable. All matter relating to this contract is subject to the exclusive jurisdiction of the court situated in Korba.

Bidders/suppliers/contractors may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15<sup>th</sup> December 1976.

**II: FOR THE SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER THE ARBITRATION SHALL BE AS FOLLOWS:**

“In the event of any dispute of difference between the parties hereto, such dispute of difference shall be resolved amicably by mutual consultation of through the good offices of empowered agencies of the Government.

If such resolution is not possible, then the unresolved dispute of difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs (“Law Secretary”) in terms of the Officer Memorandum No. 55/3/1/75 – CF, dated the 19<sup>th</sup> December 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs), as modified from time to time. The award Arbitration Act 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively”.

36. Notwithstanding anything contained in the clauses above, the Employer shall have full power to modify, alter and reverse any instructions issued by the Engineer-in-charge. Final power to approve the complete materials used shall be rest with the Employer.

37. Preliminaries at the end of specifications form part of the conditions of the contract.

Contractor Seal & Signature

## SECTION : V

### SPECIAL TERMS AND CONDITIONS / INSTRUCTIONS TO BIDDER

1. The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tender Documents. Failure to furnish all information required for the Tender Documents or submission of a Tender not substantially responsive to the Tender Documents in every respect will be at the Tenderer's risk and may result in rejection of the Tender.
2. The purchaser shall not be liable for any expenses whatsoever incurred by the Tenderer in the preparation of the tender whether his tender is accepted or not even if the purchaser opts for complete withdrawal of invitation of Tender.
3. The Tenderer is advised in his own interest to examine the present cupboards available at CIPET hostel premises before submission of the bid.
4. Contractor shall be responsible for any defect which may result in poor quality.
5. Documentary evidence signed by authorized signatory may be submitted proving that bidder fulfills the criteria as stated in Pre-qualification criteria.
6. Offer should be in two parts Viz., **“TECHNICAL BID”** and **“FINANCIAL BID”** and all bids must be submitted through the online portal [www.tenderwizard.com/CIPET](http://www.tenderwizard.com/CIPET).
7. Any Tender received by the Purchaser after the deadline for submission of E-Tenders prescribed by the Purchaser, will be rejected. Conditional tender will be summarily rejected without prejudice so tenderers are advise to quote the price as per N.I.T. conditions only.
8. Tenders shall remain valid for 180 days after the date of E-Tender.
9. The work should be completed within 50 days time.
10. In case of work not completed satisfactory or in case of delay, CIPET shall be free to forfeit the EMD.
11. The contractor shall employ labour in sufficient number to maintain the required rate or progress and of quality to ensure workmanship.

12. The contractor shall pay to labour employed by him wages not less than fair wages as defined in the contract labour (Regulation & Abolition) Act'1970 and Rules made there under.
13. The contractor shall comply with the provisions of the payment of wages Act, 1938, workmen's Compensation Act'1923, Industrial dispute Act'1947, Maternity Benefit Act 1961 and Mines Act'1952, E.P.F. & M.P. Act'1952 or any other law relating their to and rules made there.
14. The contractor shall indemnify the CIPET, Korba against any payment to be made under and for observance of the Contract Labour (Regulation & Abolition) Act'1970 and Rules made there under without prejudice to his right to claim indemnity from his sub-contractors.
15. The cost of tender document is **Rs. 2,500/-** and Tenderer's is requested to submit the tender fees in the form of Demand Draft drawn in favour of "**CIPET**" **payable at Korba** on or before **26 .12.2019 up to 17.30 hrs.** Failing which the tender will be rejected.
16. The tenderer shall pay Earnest Money Deposit Rs.1,00,000/- in the form of Demand Draft drawn in favour of "**CIPET**" **payable at Korba** on or before **26.12.2019 up to 17.30 hrs.** The tenders received without the EMD in the prescribed form shall be rejected. The Earnest money of the Unsuccessful tenderers will be refunded within 15 days time from the completion of tender process and issue of work order.
17. The Earnest money of the tenderer shall be forfeited by CIPET without prejudice to another rights or remedies:
  - a) If the tenderer withdraws his tender during the period of tender validity specified in the tender document.
  - b) If, after acceptance of his tender, the tenderer fails to take up the job.
  - c) If, the tenderer fails to sign the contract in accordance with the terms and conditions of the contract.
  - d) If, after acceptance of his tender, the tenderer fails to furnish the balance of Security Deposit.
  - e) If, after acceptance of his tender, the tenderer fails to commence the work within seven days after receipt of work order to that effect.

The successful tenderer has to furnish a security deposit of 5% of total contract price and the entire security amount shall be retained for 1 year after successful completion/execution of the purchase order. The EMD amount can be adjusted against security deposit. Failure to furnish the security deposit within prescribed period will lead to termination of contract.

18. TDS (Tax Deducted at Source), WCT (Work contract Tax) and other statutory liabilities will be deducted as per prevailing rules and regulations of the Government, if applicable.
19. The Tenderer shall complete the Tender Form and fill the appropriate Financial Bid Furnished in the Tender

Documents, indicating for the goods to be supplied, a brief description of the Goods, quantity and prices.

The Bidder shall indicate on the Financial Bid attached to these documents, the unit prices and total Bid Prices of the goods, proposed to supply under the Contract.

20. Financial Bid should be submitted in the prescribed format (Excel Format) given under price schedule of the Tender Document.
21. The rate quoted by the tenderer should be firm and no escalation on any account whatsoever shall be paid for this work.
22. CIPET will notify the successful tenderer in writing by a registered letter / e-mail to be confirmed that his tender has been accepted.
23. Tenderer/supplier has to submit original and three copies of the invoice showing goods description, quantity, unit price, total amount for releasing the payment.
24. Amount shall be paid for supply of Furniture as per actual supply of the quantity.
25. The suppliers shall be solely responsible for completing the project for Supply of Furniture in the given nos. for CIPET-Korba Centre.
26. Selection and shortlisting of the Furniture samples will be the sole discretion of CIPET.
27. The Director & Head , CIPET, Raipur reserves the right to accept or reject any tender or all tenders at any time prior to award of contract without assigning any reasons whatsoever and no correspondence shall be entertained in this regard.
28. In the case of a dispute or differences arising between the purchaser and Supplier relating to any matter arising out or connected with this agreement, such dispute or differences shall be referred within the Jurisdiction of Court, Korba (Chhattisgarh).
29. Manufacturer should be member of BIFMA International.
30. Manufacture should be process ISO 9001:2015/ISO 14001:2015,OHSAS:18001:2007 Certificate.
31. Green Guard or Other Green Certificate should be provided.
32. Should have registered Office/delaer/branch office/service center in Raipur or Korba and should furnish relevant documents.
33. Test repots of the products should be furnished at the time of Mockup.

**SECTION: VI**

**TECHNICAL BID**

**E-TENDER No.: CIPET/KRB/Furniture/2019/01 Dated : 04.12.2019**

**DESCRIPTION: SUPPLY OF FURNITURE AT CIPET-KORBA CENTRE.**

Sl. No.	PARTICULARS	REMARKS
1	Name of the Manufacturers/Authorized Dealers	
2	Complete Postal Address with pin code	
5	Name of Contact person	
6	Mobile No.	
7	e-mail ID	
	<b>Following Documents To Be Scanned and Uploaded In The Website <a href="http://www.tenderwizard.com/CIPET">www.tenderwizard.com/CIPET</a> Within The Period of Submission.</b>	
8	The Manufacturer/Authorized Dealers should have valid registration certificate in support of establishment of the firm	
9	PAN (Permanent Account Number)	
9	GST No	
	<b>Eligibility Criteria:</b>	
11	Age of Firm: Minimum 03 Years as on 03.12.2019	
12	Experience of executing similar works for supply of furnitures to Corporate Offices/Institutions/Central Autonomous Body/Central Public sector undertaking/others etc. with a single order valuing Rs. 55.00 Lakhs or two work order each valuing more than Rs.25.00 Lakhs & above during the last 3 financial years (2016-17, 2017-18 & 2018-19). Please enclose copy of work orders 1. Name of Work 2. Name of the Client 3. Year of Commencement 4. Year of Completion 5. Value of the work	
13	The firm should have <b>Average Annual Turnover Rs. 1.50 Crores</b> during the last Three financial Years (2016-17, 2017-18 & 2018-19) Enclose copy of Balance sheet and Income Exp./Profit & Loss A/c	
14	<b>Membership Certificate of BIFMA International(Copy Enclosed)</b>	
15	<b>Green Guard Certificate(Copy Enclosed)</b>	
16	<b>ISO Certificate(Copy Enclosed)</b>	
17	<b>Capabilities &amp; Capacity:</b> 1. The participant: manufacturer having own manufacturing units or their authorized dealer can only participate. Proof of manufacturing is to be attached. Client may also visit and inspect the manufacture set up as deemed fit.	
18	Income Tax Return of Three Assessment Years (2017-18, 2018-19 & 2019-20)	
19	Profit & Loss Account of Last three F.Y(2016-17,2017-18,2018-19)	
20	Balance Sheet of Last three F.Y(2016-17,2017-18,2018-19)	
21	Demand Draft No. & Date for Tender Fees of Rs. 2,500/-	
22	Demand Draft No. & Date for EMD of Rs. 1,00,000/-	
23	Legal disputes with the clients, details if any (If Nil, give certificate to the effect that no legal Case/dispute is pending in any court against Firm/ its Executives etc. with any party)	
24	Validity of offer (In Days)	

Date:

Seal & Sign. of bidder

## **SECTION: VII**

### **CHECK LIST**

**E-TENDER No.: CIPET/KRB/Furniture/2019/01 Dated : 04.12.2019**

1. Have you deposited requisite Tender Fees & EMD?
2. Have you enclosed valid Registration Certificate of Establishment of Firm?
3. Have you enclosed your PAN Certificate?
4. Have you enclosed Income Tax Return Certificate for last 3 years?
5. Have you enclosed Registration Certificate of GST?
6. Have you sealed & signed all the pages of Tender document?
7. Have you enclosed experience certificate/work orders copies?
8. Have you enclosed Annual Turnover Certificate?

**SECTION: VIII**

**PRICE SCHEDULES**

**Supply of Furniture at CIPET-Korba centre.**

Date:.....

**To:**

**M/s. Central Institute of Plastics Engineering & Technology (CIPET)**

Plot 48,Industrial Area

Bhanpuri,Raipur

**Dear Sir,**

**Subject: Financial Bid for Supply of Furniture at CIPET-Korba.**

Ref: Your E-Tender No.: CIPET/KRB/Furniture/2019/01Dated : 04.12.2019.

In response to tender enquiry cited above, we are pleased to enclose the following as our financial bid as per specification mentioned in Section III for your kind consideration.

<b>S. No.</b>	<b>Description of the Item/Work</b>	<b>Make/ Model</b>	<b>Unit</b>	<b>Quantity (Approx.)</b>	<b>Price Per Nos. including labour &amp; material (Rs.)</b>	<b>Taxes (Rs.)</b>	<b>Other Charges , in any (Rs.)</b>	<b>Rate Per Nos. all inclusive (Rs.)</b>	<b>Total Amount (Rs.)</b>
01.	Supply of Dining Table Set		Set	30					
02.	Dual Desk Bench		Nos.	250					
03.	Cot		Nos.	600					
04.	Table		Nos.	600					
05.	Chair		Nos.	600					
<b>Total Amount</b>									
<b>Total Amount (Words):</b>									

**Note: In case of discrepancy between unit price and total price, the unit price shall prevail.**

**Price should be quoted exactly as per the format given above.**

**Name:**

**Place:**

**Sign. of Bidder/Tenderer**