

NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE (NABI)
(Deptt. Of Biotechnology, Ministry of Science & Technology, Govt. of India)
C-127, Industrial Area, Phase VIII, S.A.S. Nagar, Mohali (Pb) PIN 160071
www.nabi.res.in Tel.: +91-172-4990145/4990146 FAX: +91-172-4604888

ADDENDUM

Attention is invited to the Tender Notice No: NABI/2(004)/16-17/N-PUR for the shifting of Lab Equipments, Furniture, Miscellaneous Equipments etc, the last date for submission of tender is hereby extended up to 23rd Dec' 2016 on or before **3.00 PM** and the tender will be opened on the same day at **3.30 PM** in the presence of Tenderers, if any. The tender details are in the NABI website www.nabi.res.in.

The Executive Director, NABI, reserves the right to accept or reject any offer without assigning any reason.

Stores and Purchase Officer



NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE

(an autonomous institute under Department of Biotechnology, Govt. of India)

C-127, INDUSTRIAL AREA, PHASE VIII, MOHALI – 160071

Main Campus: Knowledge City, Sector 81, Mohali

BID DOCUMENT

PRESS TENDER (TWO BID)

Executive Director, NABI and Chief Executive Officer, CIAB invites tenders from reputed Transporters/Packers and Movers/Logistics Service providers for the supply of the shifting of Lab Equipments/Furniture/Miscellaneous items etc under two bid systems:

Sno	Tender No	Item Description	EMD (in Rs.)
1	NABI/2(4)/16-17/N-PUR	Shifting of Lab Equipments/ Furniture/Miscellaneous items etc	16,000.00

Note: SUPPLIERS WHO HAVE DOWNLOADED THE TENDER DOCUMENTS FROM THE WEBSITE, ARE REQUIRED TO ATTACH DEMAND DRAFT/PAY ORDER FOR Rs.500/- (FIVE HUNDRED ONLY) FAVOURING NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE, MOHALI, BEING THE COST OF TENDER DOCUMENTS, FAILING WHICH THE TENDER WILL NOT BE CONSIDERED.

Details of Demand Draft/Pay Order

1. Demand Draft/Pay Order for Rs.500/- (Rupees Five Hundred Only) drawn on _____ is enclosed with technical bid towards the **cost of tender documents**
2. Demand Draft/Pay Order for Rs. _____ (Rupees _____) drawn on _____ is enclosed with technical bid of the tender documents towards **Earnest Money Deposit (EMD)**

The detailed Tender Documents with complete terms & conditions with technical specifications are available on our website <http://www.nabi.res.in>

Last date of receipt of complete tenders is **19th Dec' 2016 at 2.00 PM (IST)**

The date of opening of technical bids is **19th Dec' 2016 at 3.00 PM onwards.**

Hard Copy of the Bid to be submitted to:

**Stores & Purchase Officer
NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE
C-127, Industrial Area, Phase VIII, Mohali – 160071**

Ph: +91-172-4990300/146/109 Fax: +91-172-4604888

E-Mail: purchase@nabi.res.in

Website: <http://www.nabi.res.in>



NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE

(an autonomous institute under Department of Biotechnology, Govt. of India)
C-127, INDUSTRIAL AREA, PHASE VIII, MOHALI – 160071
Main Campus: Knowledge City, Sector 81, Mohali

Open Tender Notice No: NABI/2(4)/16-17/N-PUR

Executive Director, NABI invites tenders (Two Bid System) in closed/sealed covers with wax/cello tape/company seal from the reputed Transporters/Packers and Movers/Logistics Service providers for the shifting of Lab Equipments/Furniture/Miscellaneous items etc.

Sno	Tender No	Item Description	Qty	EMD (in Rs.)
1	NABI/2(4)/16-17/N-PUR	Shifting of Lab Equipments/ Furniture/Miscellaneous items etc	Please refer tender docs	16,000.00

The following documents giving full details are enclosed:-

- Schedule-I - General Terms and Conditions including eligibility conditions.
- Schedule-II - Instructions to Bidders
- Schedule -III – General Conditions of Contract
- Schedule -IV - Special Conditions of Contract
- Schedule -V - Technical bid form
- Schedule VI – Financial bid form

Interested parties may purchase the tender document directly from the office of NABI by paying Rs.500/- or download the tender documents directly from the website www.nabi.res.in /www.eprocure.gov.in and attach a DD of Rs.500/- (One Thousand only) in favour of National Agri-Food Biotechnology Institute as cost of tender documents. Both the bids i.e. the Technical & Price bids must be submitted on or before 19th Dec' 2016 @ 2.00 PM along with EMD.

IMPORTANT NOTE, DATES & TIME	
Last Date & Time For Submission	19 th December 2016 (1400 HRS)
Date / Time of Opening of Bids	19 th December 2016 (1500 HRS)
Venue of Bid Opening at NABI	NABI Interim Facility, Board Room, First Floor
Tenders to be submitted at	NABI Interim Facility, C-127, Industrial Area, Phase VIII, Mohali

IMPORTANT NOTE:

- PLEASE STRICTLY ADHERE TO THE DATES / TIMES MENTIONED IN THIS DOCUMENT
- PLEASE SUBMIT THE BIDS AS PER THE TENDER TERMS AND CONDITIONS AND FILL ALL THE NECESSARY FORMS AND SUBMIT ALONG WITH THE TECHNICAL BID AND FINANCIAL BIDS WHEREVER REQUIRED.

The bids (Technical Bids in case of Two Bid Tenders) will be opened in the presence of representatives of tenderers, if any. If any unscheduled holiday occurs on the date of submission/opening, then next working day shall be the prescribed date of submission/opening. Requests for postponement will not be entertained. Fax/email bids may not be accepted. Late/Delayed tenders shall not be opened. Please send your bids to the Stores & Purchase Officer at the address mentioned above.

NABI reserves the right to accept/reject any offer in part or full without assigning any reason.

STORES AND PURCHASE OFFICER

SCHEDULE - I

Tender Ref. No: NABI/2(4)/16-17/N-PUR

Sub: Tender Notice for shifting of Lab Equipments/Furniture/Miscellaneous items etc.

NABI, Mohali & CIAB, Mohali

The institutes National Agri-Food Biotechnology Institute and Center of Innovative and Applied Bioprocessing are autonomous institutes/bodies under the Department of Biotechnology, Govt. of India. Both institutes are functioning in its interim campus since its inception and has built up substantial research facilities spread over approximately 30,000 Sq ft of space. Presently the permanent campus of the institute is getting ready for occupation at knowledge city, Sector 81, Mohali which is located around 09 kilometers from the interim campus. The process of relocating the campus from interim facility to main campus is expected to be happened from the end of December 2016 onwards.

The institute is looking to hire the services of a capable, efficient and responsive agency to move equipment, furniture and other material from the interim campus to the permanent campus in a structured, professional and time bound manner. Interested bidders satisfying the eligibility criteria may participate in the tender and give your quotation as per the tender terms and conditions.

GENERAL TERMS AND CONDITIONS INCLUDING ELIGIBILITY CONDITIONS

1) Submission and opening of Bids

Tender should be submitted in two parts, Part – I (Technical Bid) & Part – II (Financial Bid). Envelop of Part – I should be superscribed as “Tender for **Shifting of Lab Equipments/Furniture/Miscellaneous items etc** (Technical Bid (Part – I) and envelop of part – II should be superscribed as “Tender for **Shifting of Lab Equipments/Furniture/Miscellaneous items etc** (Part – II Financial Bid)”. These two envelopes should then be kept in another sealed cover addressed to The Executive Director, National Agri-Food Biotechnology Institute, C-127 Industrial Area, Phase VIII, Mohali – 160071 duly superscribed with the statement “Tender for shifting of Lab Equipments/Furniture/Miscellaneous items etc” and TENDER No: NABI/2(4)/16-17/N-Pur.

1.1 The “Technical bid” should consist of the following documents:

- a. Application form along with documents relating to eligibility criteria (As per Annexures)
- b. Bid Security EMD
- c. Tender Fee of Rs. 500/-
- d. Complete tender document duly signed and stamped

1.2 The “Financial bid” should consist of the following documents:

- a) Price bid as per prescribed format.

1.3 The bid should be valid and open for acceptance for a period of 180 days from the date of opening the technical bid.

1.4 Corrigendum/amendments etc., if any will be notified only on the NABI website and not separated advertisement will be made for the same. All prospective bidders are therefore advised to regularly visit the NABI website (www.nabi.res.in) for any future information or update.

1.5 The technical bid of all tenderers shall be opened on 19th Dec’ 2016 at 1500 hrs at NABI, C-127 Industrial Area, Phase VIII, Mohali in the presence of tenderers or its authorized representatives who wish to be present. The financial bid of the technically qualified bidders will be opened with prior intimation to the technically qualified bidders.

1.6 The tender received unsealed, without requisite EMD and received after due date are liable to be rejected.

2) Pre-qualification criteria:

The agency must be an established, registered and recognized moving and transport company with experience in the field of handling and moving of heavy and sophisticated equipment, that has been in operation for more than three years from the last date of receipt of tender and it must have a office in Punjab. Self-certified copies of registration certificate to carry out similar work, TIN certificate etc to be submitted as part of the technical bid.

The tenderer must be a reputed agency

(1) The tenderer should have average yearly turnover of not less than 20 lakhs for the last three years. The tenderer should attach copy of balance sheets.

(2) The tenderer should have completed atleast

Three similar works each of value not less than 3 Lakhs

OR

Two similar works each of value not less than 5 lakhs

OR

One similar works of value not less than 7 lakhs

In the last 3 years (ie., similar work means shifting of various lab equipments including furniture and other Misc items from the offices and labs in any other Govt. Department/Private Universities, Biotech Companies, Research Institution, Corporates & Pharmaceutical laboratories during last three years). Attested copies of the completion certificates issued by the Engineer/officer in charge or above are required to be enclosed with the technical bid. The tenderer should also give complete details of the concerned authority such as name with designation, valid address, telephone/mobile number with STD Code etc. The completed works will be open to inspection and in case works is not up to the standard, the tender will summarily be rejected and no queries will be entertained in this regard.

(3) The firm should have not been blacklisted, debarred, declared non performer or expelled from any work of Union Government/ State Governments/ PSUs etc. The quoting firm should provide a notarized affidavit for the same.

(4) The Tenderer must have PAN and must submit legible attested copies of same along with the Technical Bid. The tenderer must provide the valid registration no. of the firm/company.

3) Preparation and Submission of Tender:

The tender should be submitted in two parts viz. Technical Bid and Commercial Bid in the proforma given in Schedule-V and Schedule-VI respectively with each Bid kept in a separate sealed cover. Each cover must contain the address of the Bidder, and should be superscribed with the statement "Technical Bid" and "Commercial Bid", as the case may be. These two covers should then be kept in another sealed cover addressed to The Executive Director, National Agri-Food Biotechnology Institute, C-127 Industrial Area, Phase VIII, Mohali – 160071 duly superscribed with the statement "Tender for shifting Lab Equipments/ Furniture(lab/office)/ Miscellaneous items etc" and TENDER No: NABI/2(4)/16-17/N-Pur.

4) Signing of Tender:

Individual signing the tender or other documents connected with contract must specify whether he/she signs as:

- a) A "sole proprietor" of the firm or constituted attorney of such sole proprietor;
- b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- c) Director or a principal officer duly authorized by the Board or Directors of the Company, if it is a company.
- d) A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, NABI shall, without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

- (e) The tenderer should sign and affix his/her firm's stamp at each page of the tender and all its Annexure as the acceptance of the offer made by the tenderer will be deemed as a contract and a formal agreement will also be drawn regarding the contract.

5) Technical Bid:

- 5.1 The Technical bid should be submitted in form given in Schedule-V.
5.2 All columns of the proforma should be filled and accompanied by DDs towards Earnest Money Deposit, cost of tender paper and documentary evidence in support of the information provided against different columns, failing which the Bid would be liable for cancellation.

6) Commercial Bid:

- 6.1 The Commercial Bid should be submitted in the form given in Schedule-VI.
6.2 The Commercial Bids of only those bidders who are short-listed after evaluation of Technical Bids will be opened. Item wise rates should be quoted as per the format.

7) Validity: The bids shall be valid for a period of ninety days from the date of opening of the financial bid.

8) Opening of Tender: The Technical bids will be opened on **19th Dec' 2016 at 3.00 PM** in NABI Interim Facility, Mohali. The tenderer is at liberty to attend either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and a proof of identification. Those who will qualify in Technical Bid evaluation shall be intimated on phone/ by fax/by e-mail.

9) Criterion for Evaluation of Tenders: The evaluation of the tenders will be made first on the basis of technical information furnished in form given in Schedule-V and then on the basis of commercial information furnished in form given in Schedule-VI. The Commercial Bid (Schedule-VI) of only those firms that are found eligible based on technical parameters and eligibility conditions will be opened. Any inferences drawn by the tenderers or their representatives during the opening of the Technical Bid will be their own view and NABI will not be responsible and required to abide by the same.

10) Scope of Work:

SCOPE OF WORK: - The scope of work covered under this tender shall include shifting of various lab instruments including furniture and other Misc. Items. **Interested contractors should visit the sites of the present locations to assess the exact nature of requirements before submitting their quotes.**

11) Responsibility of the Tenderer:

- 11.1 Packing and unpacking of office and lab furniture, lab instruments & scientific equipments, other office equipments etc as per instructions of the respective site in-charge.
11.2 Transport arrangement with deployment of suitable vehicles / under sealed container trucks during days of shifting including adequate labour and supervisor or as required.
11.3 Experienced Labours as required to handle sophisticated and sensitive equipments.
11.4 Special and sophisticated support machinery such as hydraulic, chain pulley cranes and other machinery, if required, for loading and unloading, transfer of heavy equipment's and trouble free installation at the required site, as per the instructions of the respective site in-charge.
11.5 The goods to be wrapped with ballooning paper, HM Laminated Foams, corrugated Sheets, Thermocol sheets, air bubble wrapping material, water proof, moisture free, wherever is required so that the goods can easily overcome jerks while shifting and are delivered to the destination without any scratch, damage, breakage or.
11.6 While re-location of the office goods & other equipment and loading equipment, instruments etc., agency should ensure that all equipment's, files, furniture & other equipment have to be moved and set up on scheduled date, time and place,
11.7 Place the equipment in position at designated location as directed by representative of NABI/CIAB in the new building.
11.8 Arrangement of thread, ropes, adhesive sticky tapes etc. wherever required
11.9 The tenderer should visit/examine the site and its surrounding to assess the accessibility and assess the scope for work before submitting their offer. No claims later on shall be entertained. The tenderers shall arrange and maintain at this own cost all materials, T&P, Water and facility for workers for executing the work and enclosed detail in **Annexure I.**

- 11.10 The tenderer will be held responsible for accidental damages to institute property during moving and handling. The tenderer should compensate the institute for such damages either through appropriate insurance cover or other wise

12) Rates and Payments:

- 12.1 The rates of the Agency shall provide as per the rates mentioned in the price bid format. No extra amount shall be paid from the quoted amount, unless clearly specified otherwise.
- 12.2 In case shifting to items upper floors possible through lift, Agency shall make its own arrangement for shifting manually or by any other means like staging, hydraulic lift etc. Nothing extra shall be paid on this account.
- 12.3 Only quoted rates in whole rupees shall be considered. Rates quoted in percentage terms will not be considered. Where the rates quoted by the Agency in figures and in words don't tally, in that event the rates quoted in the words shall be considered as correct and final.
- 12.4 No advance payments will be considered. The Agency/Contractor should submit a final bill in triplicate for payment quoting PAN No./ TIN No. on the body of the bill. The payment will be made by local a/c payee cheque or bank transfer only after producing the handed over certificate from the concerned officers. Tax will be deducted as per statutory provisions. The payment shall be made after successful completion of work.
- 13)** Interested contractors are should visit the sites of the present locations to assess the exact nature of requirements before submitting their quotes.
- 14)** Shifting process and schedule will be supervised & monitored through the designated officer which includes Packing & Loading and further unpacking, Un- loading and relocation, The designated officer will supervise, instruct & Guide the agency about picking of desired items from existing building & shifting of the same.
- 15)** The agency shall arrange to shift the items from the designated area to' the new area within the date of intimation given to them. The shifting then shall be carried out as per schedule intimated. In case of default, Penalty @ Rs 1000/- per day will be imposed on the agency. In the event of continued default for 7 days, the NABI/CIAB may at its discretion cancel the contract. In the event of cancellation of contract, NABI/CIAB reserves the right to forfeit the performance or guarantee submitted by the Agency without any notice.
- 16)** The shifting has to be done carefully so that no damages are occurred, otherwise liquidated damages will be recovered out of the payments.
- 17)** The Agency will be solely responsible for safe & secure transit of Goods to the satisfaction of the NABI/CIAB. In event of any damages, the loss will be charged by the NABI/CIAB or in any other manner as deemed fit by the NABI/CIAB.
- 18)** The Agency shall indemnify NABI/CIAB against all losses it has suffered during any accident/incident during the execution of this job.
- 20.** The agency is required to take all safety and security measures of men and materials involved in the shifting process.
- 21.** Any time after award of work, NABI may abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the agency shall have no claim to any payment of compensation or otherwise whatsoever.
- 22.** During execution of the works the entire premises have to be kept clean and free from any obstructions, all the debris and surplus materials shall be removed from the work site as soon as works are completed.

23. The total work has to be completed in phases and preferably during office hours, agency has to arrange number of vehicles, labour, packing material etc. accordingly. The successful tenderer has to make agreement on Rs.100 Stamp Paper agreeing all the terms and conditions of tender document at its own cost **(As per Annexure II)**
24. In all matters, the orders/interpretation of the Competent Authority of the NABI/CIAB shall be final & binding on the Agency.
25. In case of non-compliance of any of the clause/terms, the NABI/CIAB will have the right to impose penalty as deemed fit, and engaged new contractors, and also forfeit the Performance Guarantee in full or in part.
26. The successful bidder shall have to deposit @10% of total value of work order as Security Deposit/Performance Guarantee at the time of award of contract which shall remain valid for the entire period of the engagement and no interest shall be paid upon the same.
27. NABI/CIAB reserves the right to terminate the contract at any time without assigning any reason and also to refuse services of any contract worker of the firm without assigning any reasons.

Stores and Purchase Officer

SCHEDULE II

INSTRUCTIONS TO BIDDERS

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

STORES AND PURCHASE OFFICER

Signature of tenderer with Seal & Date

SCHEDULE III

GENERAL CONDITIONS OF CONTRACT

1.0 CONTRACT DOCUMENT

- 1.1. The terms 'Contract document' means the Notice Inviting Tender, Tender form, Instructions to bidders, Special Conditions, General Conditions of Contract, Specifications, Price Schedule and Drawings and Articles of Agreement.
- 1.2. "NABI" shall mean "National Agri-Food Biotechnology Institute" with its present office at C-127, Industrial Area, Phase VIII, Mohali-160071.
- 1.3. "CIAB" shall mean "Center of Innovative and Applied Bioprocessing" with its interim office at C-127, IIInd Floor, Industrial Area, Phase VIII, Mohali-160071.
- 1.4. The Contractor shall mean the sole proprietor, or firm or company whether incorporated or not, undertaking the works and shall include the legal representative or such individual successors, heirs, administrators or assignees of such sole proprietor, firm or company, as the case may be or the persons composing such firm or company of the successors of such firm or company and the permitted assignees of such individual or firms or company.
- 1.5. Designated officer Executive Director/Chief Executive Office of NABI/CIAB who shall supervise and shall be in charge of the work, and issue necessary instructions at site, on behalf of NABI/CIAB.

2.0 Contractor shall strictly conform to the price schedule, general and special terms and conditions, if any, and any other matter contained in the tender documents issued by the NABI/CIAB.

3.0 The Bid Security (Earnest Money) and Performance Security are as follows:

A)	Bid Security (Earnest Money Deposit)	: Rs. 16,000/-
B)	Performance Security	: 10% of the total value of work order.

4.0 BID SECURITY (EARNEST MONEY DEPOSIT)

- 4.1. Earnest money along with the tender will be accepted only in the form of demand draft drawn in favour of "National Agri-Food Biotechnology Institute (NABI)" drawn on a Nationalized/Scheduled bank. The demand draft shall be payable at Mohali.
- 4.2. The bid securities of unsuccessful tenderer will be returned as promptly as possible as but not later than 180 days after the expiry of the period of bid validity prescribed by NABI/CIAB.
- 4.3. The bid Security of the successful bidder will be returned upon the tenderer executing the work and furnishing the required Performance Security.
- 4.4. Withdrawal or modification of offer by the tenderer during the interval between the deadline for submission of bids and expiry of the period of bid validity will not be

permitted and will result in the forfeiture of its bid security.

5.0 PERFORMANCE SECURITY

- 5.1. The contractor will be required to furnish performance security as per prescribed format for an amount equal to 10% of the estimated value of the work in the form of CDR/FDR/DD/bank guarantee (of nationalized/ Scheduled Bank in a standard format) within one weeks from the date of signing/execution of a work agreement. The performance security should remain valid for a minimum period of one year claim period from the date of execution of work agreement.
- 5.2. The performance security will be released after 30 days after completion of work (tentatively 02 months) subject to satisfactory fulfillment of its obligations by the contractor under the work.
- 5.3. Failure of the successful contractor to lodge the required Bank Guarantee shall constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security, in which event the NABI/CIAB may make the Award to the next lowest evaluated tenderer or, if there are no other tenderer, call for new bids.
- 5.4. In the event of breach of contract by the contractor, the performance security will liable to be forfeited by NABI/CIAB.

6.0 TIME FOR COMPLETION OF WORKS

- 6.1 The work will be awarded to the successful tenderer for a period of 4 weeks from the date of award of work. All the work orders placed under this work will have to be delivered and installed at site within a period from the date of issue of respective work order.

7.0 TIME AND EXTENSION FOR DELAY

- 7.1. If in the opinion of the Officer the works is delayed by:
 - a. Force majeure.
 - b. Reasons of civil commotion, location combination of workers on strike or lock-out affecting any of the building trades.
 - c. In consequence of the contractor for not having received in due time necessary instructions from the Officer for which he shall have specifically applied in writing.
 - d. Reasons of Officer instruction

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

- 7.2. Request for rescheduling of date of completion and extension of time, to be eligible for consideration, shall be made by the Contractor in writing immediately

after the happenings of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

- 7.3. In such case, the Officer may give a fair and reasonable extension of time and reschedule the completion date. Such extension shall be communicated to the Contractor by the Officer in writing within 15 days of the date of receipt of such a request. Non-application by the Contractor for extension of time shall not be a bar for giving a fair and reasonable extension by Officer and this shall be binding on the Contractor.

8.0 COMPENSATION FOR DELAY

- 8.1 Time is the essence of the contract. The time allowed for the work shall be strictly followed otherwise the Contractor shall be liable to pay compensation at the rate of 0.5% of the ordered value of the work per day of delay on the part of the contractor subject to a maximum of 10% of the total ordered value. The decision of Officer about the delay shall final and binding.

9.0 CO-ORDINATION

Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the contractor. Proper co-ordination with other agencies will be contractor's responsibility. In case of any dispute the decision of NABI/CIAB shall be final & binding on the contractor.

10.0 CLEARANCE OF SITE

The contractor shall have to remove all waste (Melba) and other unwanted material from site of work before handing over the installation to the NABI/CIAB. The work shall not be treated as complete in all respects unless these requirements are fulfilled by him. In the event of contractor failing to do so, the NABI/CIAB shall have right to get the site cleared at the cost of contractor.

11.0 COMPLIANCE WITH LABOUR LAWS AND OTHER LAWS

The Contractor shall abide by the Contract Labour, (Regulation and Abolition) Act 1970, and Contract Labour (Abolition and Regulation) Central rules 1971. The Contractor shall comply with the provisions of Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, and Workmen's Compensation Act 1923, Industrial Disputes Act and other applicable regulations and other labour laws applicable to Contract Labour as mentioned below:

- 1) Industrial Disputes Act.
- 2) Industrial Establishment (Standing orders) Act.
- 3) Trade Unions Act.
- 4) The Factors Act.
- 5) Employees Provident Fund & Miscellaneous Provision Act.
- 6) Employees State Insurance Act.
- 7) Workmen's Compensation Act.
- 8) Payment of Gratuity Act.
- 9) Minimum Wages Act.
- 10) Payment of Wages Act.
- 11) Equal Remuneration Act.
- 12) Payment of Bonus Act.
- 13) National / Weekly Holiday Act.

14) Inter-state Migrant Workmen (Regulation of Employment and of service conditions) Act.

In case, NABI/CIAB is made liable to pay any amount to any third party due to non-observance of any of the statues/law as mentioned above , the same will be adjusted from any future payment due payable to the contractor or from performance security available with NABI/CIAB.

12.0 SAFETY CODE, LABOUR CAMPS SANITARY ARRANGEMENTS

The Contractor shall follow the Safety Code and Model Rules for the Protection of health and Sanitary arrangement for Workers as prescribed by the CPWD as regard to safety code and first aid facilities. In case, the Contractor fails to make the aforesaid arrangement, the Executive Director NABI/CIAB shall be entitled to do so at the risk, responsibility and cost of the Contractor. Determent panel and legal action shall be taken in the event of any failure on the part of the contractor to discharge the safety obligations which are laid down in the contract.

13.0 PAYMENT OF WAGES BY THE CONTRACTOR

The Contractor shall directly pay to labour employed by him and shall be solely responsible for following all Government rules and regulations applicable for employment.

14.0 REMOVAL OF PERSON

The Officer may require the Contractor to remove from the site of the work any person or persons in the Contractor's employment who may found to be incompetent or due to misconduct and the Contractor shall forthwith comply with such requirement / instructions.

15.0 WATCH AND WARD

The contractor shall be responsible for watch and ward of all the works, Lab Furniture Items and various materials till complete handing over the works / Lab Furniture and equipments Items to the NABI/CIAB.

16.0 LIEN IN RESPECT OF CLAIM IN OTHER CONTRACTS

Any Sum of money due and payable to the Contractor (including the security deposit refundable to him) under the contract may be withheld or retained by way of lien by the NABI/CIAB in respect of payment of a Sum of money arising out of or under any other contract made by the Contractor with the NABI/CIAB. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the NABI/CIAB will be kept withheld or retained as such by the NABI/CIAB or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the Contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

17.0 OTHER CONDITION

- 17.1. Orders under the contract will be made separately by the respective institution (NABI/CIAB) for execution of specified works. Bills may be submitted against the respective work order for payment to the respective institution.**
- 17.2. No advance/part payment will be made. Payment will be made on completion of the work as per orders issued.**
- 17.3. The submission of tender shall be deemed to be an admission on the part of the bidder that it has fully acquainted with the contract terms and no claim other than what stated in the tender shall be paid in the event of award of Contract.**
- 17.4. The successful tenderer is responsible to provide the required manpower with qualified persons to meet the requirements of the maintenance of the installation during the guarantee period. The contractor shall provide any cleaning materials required. Tools required for the maintenance shall be arranged by the contractor (spanner set, cutting pliers, pipe wrenches etc.).**
- 17.5. The staff to be engaged on this work shall have full knowledge and experience of the work in which they are engaged.**
- 17.6. No subletting or subcontracting of the work will be permitted without the express consent of NABI/CIAB.**
- 17.7. All disputes arising under this contract will be subject to the jurisdiction of Punjab.**

Stores & Purchase Officer

SCHEDULE IV
SPECIAL CONDITIONS OF CONTRACT

1.1 PRICES

- 1.2 Tenderers price shall be deemed to include cost of all materials, tools and tackles, taxes, delivery charges etc. whether specifically mentioned or not. The tenderer shall also include in his price all taxes, duties or other levies (viz., Excise duty, Custom duty, VAT, D. VAT, Service tax, Octroi etc.) which are legally leviable on the execution of work. The prices will remain firm & fixed during the currency of work. However in case of any statutory variation in Taxes/Duties after the last date of submission of Tender the same shall be adjusted.

2.1 DEVIATION / VARIATION / EXTRA ITEMS

2.2 GENERAL

The Officer shall have power to make alteration in, omissions from, additions to, or substitutions from the original specifications and instructions that may appear to him to be necessary or advisable during the progress of the work, the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Officer and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

2.3 EXTRA ITEMS / PRICING

In the case of extra item(s) the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Officer shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

3.0 PRICE FALL CLAUSE

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

4.1 PARALLEL WORK CLAUSE

NABI/CIAB reserves right to enter into parallel work(s) simultaneously or at any time during the period of the contract with one or more tenderer(s) as may be deemed fit.

4.1.1 OTHER CONDITION TO BE ADHERE BY TENDERER

- 4.1.1.1 The work is to be carried out as per the specifications in the tender. The Tenderer shall clear the site after completion of work in all respect wherever required.
- 4.1.1.2 The contractor shall comply with safety codes for Fire precaution, health requirement, scaffolds & ladders etc.
- 4.1.1.3 No T & P shall be issued by NABI/CIAB.
- 4.1.1.4 All dismantled material for which credit is not being given in the tender shall be handed over to the site engineer stored at proper place.
- 4.1.1.5 Contractor shall be fully responsible for safety of his workers and incase of any accident / mishap the entire responsibility shall be on the contractor. 8.1.2.9
- 4.1.1.6 The work shall be executed without any loss / damage to the NABI/CIAB's properties.
- 4.1.1.7 Wherever springs are required the tenderers should supply this furniture and equipments with Heavy Duty springs of desired thickness.

4.1.2.1 INTERPRETATION

- 4.1.2.2 In interpretation of specifications, the following orders shall be as followed:-
 - a) Technical Specification
 - b) Special Conditions of contracts
 - c) General condition of contract.

4.1.3 TERMINATION

- 4.1.3.1 Being a standing offer, the work can be terminated from either side by serving ----- notice to the other party. However, all the order placed before the date of serving of such notice will be valid and binding on both the parties. Further, the orders placed under the work can also be terminated individually and the same will not lead to automatic termination of work itself unless so specified.

4.1.3.2 Termination of work order

- 4.1.3.3 Notwithstanding anything elsewhere provided herein and in addition to any other right or remedy available to NABI/CIAB under the work or otherwise including right of NABI/CIAB to claim compensation for delay, NABI/CIAB may, without prejudice to his right against contractor in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this work or otherwise and whether the date for completion has or has not elapsed by intimation in writing, absolutely determine and terminate the Contract.

Default or failure by the contractor in any of the under mentioned cases, including but not limited to the following shall be the basis of taking action under this clause of the contract.

- 1) Failure to provide at the job site, sufficient labor, material, equipment, machinery, and / or facilities, required for the proper and / or due execution of the work or any part thereof:

- 2) Failure to execute the works or any of them in accordance with the contract.
- 3) Disobedience of any order or instruction of the NABI/CIAB officer incharge.
- 4) Negligence in carrying out the work or carrying out of work found to be unsatisfactory by the NABI/CIAB.
- 5) Abandonment of the works or any part thereof.
- 6) If the Contractor misconduct in any manner.
- 7) Delay in execution of work, which in opinion of officer of NABI/CIAB shall delay the completion of work beyond the stipulated date of completion.
- 8) Distress, execution, or other legal process being levied on or upon any of the Contractors goods and /or assets.
- 9) Death of Contractor (if an individual)
- 10) If the Contractor of any person employed by him shall make or offer for any purpose connected with the contract any gift, gratuity, royalty, commission, gratification or other inducement (whether money or in any other form) to any employee or agent to NABI/CIAB.

4.1.3.4 The decision of the Executive Director, NABI / Chief Executive Officer, CIAB to whether any of the events/ contingencies mentioned in aforesaid clauses entitling NABI/CIAB to terminate the contract has occurred shall be final and binding upon the Contractor. The jobs left however by the Contractor shall be got done at his risk and cost through the other agencies and the Contract shall be determined accordingly.

4.1.4 **FORCE MAJEURE**

4.1.4.1 The right of the contractor to proceed with the work shall not be terminated because of any delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including but not limited to acts of god, or of the public enemy, restraints of a sovereign state, floods, unusual severe weather conditions.

4.1.5 **ARBITRATION**

4.1.5.1 Any claim, dispute or difference arising out of or in connection with this agreement and which cannot be settled by mutual consultations, shall be referred to sole Arbitration or an Arbitrator to be appointed by mutual consultations. The award of the Arbitrator shall be final and binding between the parties as per the terms and conditions of the Agreement to be executed on award of contract. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Ordinance dated 26th March, 1996 and shall be conducted in Mohali.

SCHEDULE V

TECHNICAL BID

(To be put in a separate sealed envelope marked TECHNICAL BID)

Details to be filled by the Agency applying for tender for Shifting of various lab equipment includes furniture and equipments and other Misc. Items from the offices & labs of NABI and CIAB, Mohali to the permanent campus at knowledge city, Sector 81, Mohali (each response/document must be given with proper reference in the following tender document)

1.	Name of the Agency (Full address with Tel. No.)	:	
2.	Registration No. of the Agency under State/Central Govt. under PSARA (Copy of Registration Certificate be attached).	:	
3.	The tenderer should have completed atleast : Three similar works each of value not less than 3 Lakhs <p style="text-align: center;">OR</p> Two similar works each of value not less than 5 lakhs <p style="text-align: center;">OR</p> One similar works of value not less than 7 lakhs	:	
4.	a) <u>Service tax No., if any</u> b) <u>PAN Card No.</u>	:	
5.	(a) <u>Total Annual Turnover. (The agency Should have average annual turnover of minimum Rs. 20 lacs at least for the last 3years.) (Please attach copies of Balance Sheets)</u>	:	2013-14 2014-15 2015-16

Signature of the Tenderer with seal

**SCHEDULE VI
FINANCIAL BID**

(Agencies/Firms are encouraged to visit the site to assess the exact nature of requirements before submitting the quotes. The price should be quoted separately for each work)

Sub: - Shifting of various lab instruments including furniture and Equipments and other Misc. Items from our offices and labs of NABI & CIAB at PHASE VIII, MOHALI to MAIN CAMPUS. SECTOR 81, MOHALI (app 9 KMS)

Sr. No	Description	Unit	Quantity (Approx.)	Unit Price	Taxes	Total amount
1	<p>Transporation of Materials from NABI Interim Facility, Phase VIII Industrial Area, Mohali to NABI Main Campus, Mohali includes</p> <p>a) Loading of packed or unpacked material including sophisticated and delicate instruments with proper care and precautions from the NABI/CIAB Interim facility, C-127, Industrial Area, Phase VIII, Mohali on to a full size 9 ton lorry using manual labor, winches, chain-blocks, hydra, crane, pallet truck, etc. as required</p> <p>b) transporting with proper covering/ protection from NABI Interim facility, Mohali to the main campus at Sector 81, Mohali</p> <p>c) unloading and placing the material in the designated labs/ locations within the Main Campus, Sector 81, Mohali</p> <p>d) unpacking and removing the packing material as per the directions and satisfaction of the designated Officer/Scientist in charge</p>	Number of loads	30			
2	<p>Transporation of Materials from NABI Interim Facility, Phase VIII Industrial Area, Mohali to NABI Main Campus, Mohali includes</p> <p>a) Loading of packed or unpacked material including sophisticated and delicate instruments with proper care and precautions from the NABI Interim facility, C-127, Industrial Area, Phase VIII, Mohali on to a full size 5 to 6 ton lorry using manual labor, winches, chain-blocks, hydra, crane, pallet truck, etc. as required</p> <p>b) transporting with proper covering/ protection from NABI Interim facility, Mohali to the main campus at Sector 81, Mohali</p> <p>c) unloading and placing the material in the designated labs/ locations within the Main Campus, Sector 81, Mohali</p> <p>d) unpacking and removing the packing material as per the directions and satisfaction of the designated Officer/Scientist in charge</p>	Number of loads	45			
3	<p>Transporation of Materials from NABI Interim Facility, Phase VIII Industrial Area, Mohali to NABI Main Campus, Mohali includes</p> <p>a) Loading of packed or unpacked material including sophisticated and delicate instruments with proper care and precautions from the NABI Interim facility, C-127, Industrial Area, Phase VIII, Mohali on to a full size 2 to 3 ton truck using manual labor, winches, chain-blocks, hydra, crane, pallet truck, etc. as required</p> <p>b) transporting with proper covering/ protection from NABI Interim facility, Mohali to the main campus at Sector 81, Mohali</p> <p>c) unloading and placing the material in the designated</p>	Number of loads	35			

	labs/ locations within the Main Campus, Sector 81, Mohali d) unpacking and removing the packing material as per the directions and satisfaction of the designated Officer/Scientist in charge					
5	Placement/ relocation of equipment/ material using hydra of appropriate capacity (3 to 10 tons) at either the transit campus or the permanent campus as per the directions and satisfaction of the designated officer in charge	Hydra Services for a block of 4 hrs	15			
5a	Placement/ relocation of equipment/ material using hydra of appropriate capacity (3 to 10 tons) at either the transit campus or the permanent campus as per the directions and satisfaction of the designated officer in charge	Hydra Services for a block of 8 hrs	15			
6	Placement/ relocation of equipment/ material using Forklift of appropriate capacity (3 tons) at either the transit campus or the permanent campus as per the directions and satisfaction of the designated officer in charge	Forklift Services for a block of 4 hrs	15			
6a	Placement/ relocation of equipment/ material using Forklift of appropriate capacity (3 tons) at either the transit campus or the permanent campus as per the directions and satisfaction of the designated officer in charge	Forklift Services for a block of 8 hrs	15			
7	Placement/relocation of equipment/material using manual labour by a team of 5 experienced movers using winches, chain blocks, pellet trucks and other equipment as required at either the . transit campus or the permanent campus . as per the directions and satisfaction of the . designated officer in charge.	8 hour block	30			
8	Packing of sensitive equipment in Wooden packing with suitable padding material including card board boxes bubblewrap, styrofoam peanuts, thermocol, paper, hay, foam etc with suitable warning and informative labels, precautions and care as per directions and satisfaction of the designated officer in charge.	Cubic Feet	2500			
9	Packing of sensitive equipment/Chemicals & Consumables in cardboard boxes with suitable padding material including bubblewrap, styrofoam peanuts, paper, hay, foam etc with suitable warning and informative labels, precautions and care as per directions and satisfaction of the designated officer in charge.	Cubic Feet	3000			
10	Packing of sensitive equipment in cardboard boxes without packing material but with suitable warning and informative labels, . precautions and care as per directions and satisfaction of the designated officer in . charge.	Cubic Feet	4000			

[Rupees _____ only]

Note: 1. The price should be quoted on F.O.R destination basis (i.e NABI / C I A B Campus)

Signature of the tenderer with seal

CERTIFICATE FOR SITE INSPECTION

Name of work :Shifting of various lab instruments including furniture and equipments and other Misc. Items from our offices and labs of NABI & CIAB at Phase VIII, Mohali to Main Campus, Sector 81, Mohali

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

Present office address : ***NABI, C-127 INDUSTRIAL AREA,
PHASE VIII, MOHALI***

&

**CIAB, 2nd FLOOR, C-127 INDUSTRIAL AREA,
PHASE VIII,, MOHALI**

Office to be shifted to : Knowledge City, Sector 81, Mohali

Signature of tenderer with Seal & Date

FORM OF AGREEMENT

This Agreement made the _____ day of _____ between National Agri-Food Biotechnology Institute/Center of Innovative and Applied Bioprocessing, Mohali for the entering into work(s) of Shifting of various lab instruments including furniture and equipments and other Misc. Items from our offices and labs of NABI & CIAB at Phase VIII, Industrial Area, Mohali to Main Campus, Knowledge City, Sector 81, Mohali (hereinafter called "The Employer") who enters into this Agreement of the one part and M/s..... (herein after called "The Contractor") of the other part.

Whereas the Employer is desirous that certain works should be executed by the Contractor, viz _____ ("the Works") and has accepted a Bid by the Contractor for the execution and completion of the works and the remedying of any defects therein.

Now this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz :
 - (a) The Letter of Award;
 - (b) The said Bid;
 - (c) The General Conditions of Contract;
 - (d) Instructions to Tenderers and Specific Conditions of Contract;
 - (e) The Price Bid
 - (f) Any other relevant documents referred to in this Agreement or in the aforementioned documents
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of this work.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or only such other sums as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed, Sealed, and Delivered by the Said

Binding Signature for and on behalf of NABI/CIAB-MOHALI

Binding Signature of Contractor _____

In the presence of

Witness (1) :

Witness (2) :

ANNEXURE - III

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

To,

Executive Director
National Agri-Food Biotechnology Institute (NABI)
Main Campus,
Knowledge City, Sector 81
Mohali – 140308.

Dear Sir,

In consideration of the National Agri-Food Biotechnology Institute, Mohali for award of work for Shifting of various lab instruments including furniture and equipments and other Misc. Items from our offices and labs of NABI & CIAB at Phase VIII, Mohali to Main Campus, Knowledge City, Sector 81, Mohali having awarded to M/S_____ (hereinafter referred to as the said Contractor or 'Contractor' which expression shall wherever the subject or context so permits include its successors and assignees) a Contract No. _____ vide letter No. _____ dated _____ and the General Conditions of Contract and upon the condition of the Contractor's furnishing Security for the performance of the Contractor's obligations and discharge of the Contractor's liability under and in connection with the said Contract upto a sum

of Rs. _____ (Rupees _____ only) amounting to _____ percent of the total Contract value.

1. We, _____ (hereinafter called 'The Bank' which expression shall include its successors and assignees) hereby jointly and severally undertake to guarantee the payment to the Employer in rupees forthwith on demand in writing and without protest or demur or any and all moneys payable by the Contractor to the Employer in respect of or in connection with the said Contract inclusive of all the Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by the Employer to the Bank with reference to this guarantee upto an aggregate limit of Rs. __ (Rupees ____ only).
2. We _____ Bank Ltd. further agree that the Employer shall be sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the Employer on account thereof and the decision of the Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by the Employer from time to time shall be final and binding on us.
3. The Employer shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other Security in respect of the Contractor's obligations and liabilities hereunder or to vary the Contract or the work to be done there under vis-a-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total Contract value or to release or to forbear from enforcement of all or any of the Security and/or any other Security(ies) now or hereafter held by The Employer and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the bank of the full liability to the Employer hereunder or prejudice the rights of the Employer against the bank.

4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all monies payable to the Employer in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Employer in terms hereof.
6. The amount stated in any notice of demand addressed by the Employer to the Bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by the Employer on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to the Employer or suffered or incurred by the Employer as the case may be and shall be payable by the Bank to The Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the Contractor arising upto and until midnight of__.
8. This guarantee shall be in addition to any other guarantee or Security whatsoever that the Employer may now or at any time anywise may have in relation to the Contractor's obligations/or liabilities under and/or in connection with the said Contract, and the Employer shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which the Employer may have or obtain and no forbearance on the part of the Employer in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its full liability hereunder.
9. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any Security which The Employer may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealised.
10. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said Contractor or the said bank shall not discharge our liability hereunder.
11. We_____the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.
12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs._____Rupees_____) and this guarantee shall remain in force till_____and unless a claim is made on us within 3 months from that date, that is before_____all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities there under.

Dated _____ day of _____ 20 _____

For and on behalf of Bank.

Issued under seal :