

**FOR PURCHASE OF CENTRALISED AIR-CONDITIONING SYSTEM (APPROX 21 TONS OF CARRIER MAKE) WITH INSTALLATION, DUCTING AND ALLIED ELECTRICAL & FALSE CEILING WORKS FOR ITS OFFICE PREMISES LOCATED AT ECGC LIMITED RAHEJA TOWERS, 11<sup>TH</sup> FLOOR, 26, M G ROAD, BANGALORE, KARNATAKA, INDIA**

**DATE OF ISSUE** : 24<sup>th</sup> September, 2016

**PLACE OF ISSUE OF TENDER** : REGIONAL MANAGER OFFICE  
ECGC LTD  
RAHEJA TOWERS, 11<sup>TH</sup> FLOOR  
26, M G ROAD  
BANGALORE – 560001

**LAST DATE FOR RECEIPT OF TENDER** : 21 days from the date of issue

**PLACE OF RECEIPT OF TENDER** : REGIONAL MANAGER  
ECGC LTD  
RAHEJA TOWERS, 11<sup>TH</sup> FLOOR  
26, M G ROAD  
BANGALORE – 560001  
TEL.: 080-25596022

**OPENING OF THE TENDER** : Within 10 working days after closure of tender

**PROJECT DURATION** : 45 days

**PROJECT ESTIMATE** : ₹30 lakh  
( Say Rupees thirty lakh only )

## TENDER NOTICE

Dear Sirs,

**sub:** FOR PURCHASE OF CENTRALISED AIR-CONDITIONING SYSTEM (APROX 21 TONS OF CARRIER MAKE) WITH INSTALLATION, DUCTING AND ALLIED ELECTRICAL & FALSE CEILING WORKS FOR ITS OFFICE PREMISES LOCATED AT ECGC LIMITED RAHEJA TOWERS, 11<sup>TH</sup> FLOOR, 26, M G ROAD, BANGALORE, KARNATAKA, INDIA

ECGC invites tenders/Quotations, for the aforesaid work.

1. The Prequalification of the tenderer will be based on the Information and supporting documents submitted along with the tender/quotation documents, as well as Architect/Consultant/ECGC's scrutiny of the same and/or inspection of works carried out by the Tenderer. ECGC reserves the right to accept or reject any tender/quotation without assigning any reason whatsoever.
2. The tenderer shall submit the completed tender/quotation documents duly signed in a sealed envelope.
3. Sealed tender/quotation along with the Mandatory Information etc. should be addressed to **REGIONAL MANAGER, RAHEJA TOWERS, 11<sup>TH</sup> FLOOR, 26, M G ROAD, BANGALORE, KARNATAKA, INDIA.**

### ELIGIBILITY CRITERIA:-

1. Experience of having successfully completed similar works during last 5 years ending last day of month previous to the one in which applications are invited should be either of the following:-
  - a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost Or
  - b. Two similar completed works costing not less than the amount equal to 50% of the estimated cost Or
  - c. One similar completed work costing not less than the amount equal to 80% of the estimated cost.
2. Similar work means renovation works of same nature /magnitude carried out for public sectors, private sector, public sector financial institutions, involving electrification, Air conditioning.
3. Tenderer should have their office / branch office in Bangalore.
4. Tenderer whose main field of activity is contractor-ship can only apply.

In addition to above, the criteria regarding satisfactory performance of works, personnel establishment, detail of infrastructure, equipment, etc may be incorporated in the tender/quotation. Committee appointed by ECGC shall be doing due diligence for performance of contractor by using appropriate measurability tools, procedure and methods.

## TENDER FORM

To,

**REGIONAL MANAGER  
ECGC LTD  
RAHEJA TOWERS, 11<sup>TH</sup> FLOOR  
26, M G ROAD  
BANGALORE – 560001  
TEL.: 080-25596022**

Dear Sir,

**Ref: PURCHASE OF CENTRALISED AIR-CONDITIONING SYSTEM (21 TONS APROX OF CARRIER MAKE) WITH INSTALLATION, DUCTING AND ALLIED ELECTRICAL & FALSE CEILING WORKS FOR ITS OFFICE PREMISES LOCATED AT ECGC LIMITED RAHEJA TOWERS, 11<sup>TH</sup> FLOOR, 26, M G ROAD, BANGALORE, KARNATAKA, INDIA**

Having examined the plans, specifications and satisfying ourselves by visiting and inspecting the building as to the location of the site and working conditions, I/we hereby offer to execute the above works at the respective rates which I/we have quoted for the items in the Schedule of Quantities.

I/We herewith deposit Rs.25,000 (Twenty Five Thousand Only) by Demand Draft or Banker's Cheque drawn in favor of ECGC LIMITED as Earnest Money Deposit for the execution of the works at my/our tendered rates together with any variations should the work be awarded to me / us.

In the event of this tender being accepted, I/we agree to enter into and execute the necessary contract required by you. I/We do hereby bind myself/ourselves to forfeit the aforesaid deposit of Rs.25,000 (Twenty Five Thousand Only) in the event of our refusal or delay in signing the Contract Agreement. I/we further agree to execute and complete the work within the time frame stipulated in the tender documents. I/we agree not to employ Sub-Contractors without the prior approval of the ECGC.

I/we agree to pay Sales Tax, Works Contract Tax, Excise Tax, Octroi, VAT, Duties, all Royalties and all other applicable taxes prevailing and be levied from time to time on such items for which the same are livable and the rates quoted by me/us are inclusive of the same.

I/we understand that you are not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender. We unconditionally agree ECGC's preconditions as stipulated in the tender documents.

I/We agree that in case of my/our failure to execute work in accordance with the Specifications and instructions received from the Owner or the Architect/Consultants appointed by the ECGC, during the course of the work, ECGC reserves the right to terminate my contract and forfeit the Earnest money deposit paid by me in additions to recovery of all the dues to the ECGC from the (a.) payment receivable by me, (b.)

recovery due to works carried out at site at my cost and expenses. Further I may also be barred from tendering in future for the ECGC and its subsidiaries.

I/we enclose demand draft/Banker's Cheque for Rs. 25,000 (Twenty five Thousand Only) towards Earnest Money deposit (refundable) in envelope No. 1.

I/we agree to keep our tender open for 30 days from the date of opening. Any Commercial disclosure in the Envelope will disqualify me/us without any further scrutiny.

I/we enclose herewith the completed tender documents duly signed in duplicate in envelope. (Commercial Bid).

Yours truly,

[To be signed by the Authorized Representative of Tenderer holding Power of Attorney]

Place:

Date

## **2. INSTRUCTIONS TO TENDERERS:**

### **1. Location:**

The site is located at ECGC LIMITED, RAHEJA TOWERS, 11<sup>TH</sup> FLOOR, 26, M G ROAD, BANGALORE, KARNATAKA, INDIA.

1.1 Tenderers must get acquainted with the proposed work and study drawings, designs, specifications, conditions of contract and other conditions carefully before tendering. The Tenderer shall seek clarifications on any item, if required, prior to submitting his tender. No request of any change in rates or conditions for want of information on any particular point shall be entertained after receipt of the tenders.

1.2 The Tenderer is advised to inspect the site to ascertain the nature of site, access thereto, location, facilities for procurement of materials, labour rates and execution of the work. The Tenderer shall be deemed to have full knowledge of the site and drawings whether or not he actually inspects them.

### **2. Submission of Tender:**

2.1 Tender must be submitted in original to the Regional Manager, ECGC Ltd., Raheja Towers, 11<sup>th</sup> Floor, 26, M G Road, Bangalore 560001, India and as per details given hereunder. The rates shall be filled in the Schedule given in, of the tender document. In case of any queries, the Tenderer may contact Regional Manager.

2.2 The tender shall be submitted in sealed envelopes: The envelope containing the, tender offer shall be duly super scribed with the above title.

2.3 The Tenderer is requested to quote strictly as per the terms and conditions and specifications given in the tender document and not to stipulate any deviations. However, deviations, if unavoidable, should be indicated separately indicating the specific page number against which the deviations are made. Wherever specifications of certain works are not available they shall be deemed to be done as per relevant I.S code.

2.4 Addenda to this tender document, if issued, must be signed and submitted along with the tender document.

2.5 All pages to be initialled:

All signatures in tender documents shall be dated and stamped. All pages of tender documents shall be initialled at the lower right hand corner or signed wherever required in the tender papers by the Tenderer or by a person holding power of attorney authorizing him to sign on behalf of the Tenderer before submission of tender.

2.6 Rates to be in figures and words:

The Tenderer should quote in English both in figures as well as in words the rates and amounts tendered by him in the Schedule of Rates for each item and in such a way that interpolation is not possible. The amount for each item should

be worked out and entered and requisite totals given of all items both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the Tenderer.

#### 2.7 Corrections and Erasures

No corrections and alterations in the entries of tender papers shall be permitted. If any, they shall be signed and dated in full by the Tenderer. Corrections with white fluid and overwriting are not permitted.

2.8 The tender shall contain the names, postal address of the residence and place of business of authorized person signing the tender and shall be signed in /his usual signature. Partnership firms shall furnish the full names of all Partners in the tender. It should be signed in the partnership name by all the partners or by duly authorized representative followed by the name and designation of the person signing. Tender by a Corporation shall be signed by an authorized representative, and a power of Attorney on their behalf shall accompany the tender. A copy of the partnership deed of the firm with names of all partners shall be furnished.

2.9 When a Tenderer signs a tender in a language other than English, the total amount tendered should, in addition, be written in the same language. The signatures should be attested by at least one witness.

2.10 Witness: Witnesses and sureties shall be persons of status and propriety and their names, occupation and address shall be stated below their signatures.

### **3. Information required along with tender:**

The following details are required to be submitted along with tender:

- a) Income Tax Clearance and Sales Tax clearance certificates.
- b) Power of Attorney in the name of persons who has signed the tender document.
- c) Programme of work.
- d) Each Tenderer shall submit with his tender a list of large works of like nature he has executed giving details as to their magnitude and cost, the proportion of work done by the contractor in it and the time within which the works were completed. The Tenderer shall also submit along with his tender a list mentioning the names of manufacturers of specialized items.

4. Any printing or typographical errors/omission in tender document shall be referred to the ECGC and their interpretation regarding correction shall be final and binding on Contractor.

### **5. Earnest money:**

5.1 The Tenderer shall pay the amount of Earnest Money as mentioned in the Notice Inviting Tender by ECGC Demand Draft/Banker's Cheque payable to ECGC, at Bangalore. No interest on Earnest Money deposited by the Tenderer shall be allowed. The Tenderer should attach the Demand draft/ Banker's Cheque along with the tender failing which the tender will not be considered.

6.2 The Earnest Money of the unsuccessful Tenderers will be refunded within a reasonable period of time without any interest.

6.3 The Earnest Money deposited by the successful Tenderer shall be retained as part of Security Deposit.

6.4 The Security Deposit shall be forfeited if the Contractor fails to observe any terms and conditions of the Contract.

**7. Validity:**

Tenders submitted by Tenderers shall remain valid for acceptance for a period up to 21 days from the date of opening of tender. The Tenderers shall not be entitled during the period of validity, without the consent in writing of ECGC to revoke or cancel his tender or to vary the tender given or any terms thereof.

**8. Addenda:**

8.1 Addenda to the tender document may be issued if required to clarify documents or to reflect modifications to the contract terms.

8.2 All addenda issued shall become part of Tender Documents.

**9. Right to accept or reject tender:**

9.1 The acceptance of a tender will rest with the ECGC who do not bind themselves to accept lowest tender and reserve to themselves the authority to reject any or all the tenders received without assigning any reasons. They also reserve the right of accepting the whole or any part of the tender and the Tenderers shall be bound to perform the same at the rates quoted. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect or there is any correction not duly signed and dated by the Tenderer are liable to be rejected. For this purpose Tenderer shall quote rates for various items which will be self sufficient to meet their whole costs for executing any / every item. No demand for variations in rates for items executed shall be entertained on the plea of the ECGC deciding to delete, alter or reduce the quantities specified in respect of the any item.

**10. Rates:**

10.1 The ECGC is not concerned with any rise or fall in the prices of materials and labour. The rates quoted shall include all costs, allowances, taxes including sales tax on works contract or any other charges including any enhanced labour rates etc. which may become effective for any reason including those due to acts of Government/ Statutory Bodies enacted from time to time by the State and or the Central Government. Under no circumstances, shall the ECGC be held responsible for compensation or loss to the contractor due to any increase in the cost of labour or materials etc.

11 The entire work shall be guaranteed to be free from manufacturing defects, defective workmanship or materials and any defects that may appear within 12 months from the date of issue of completion certificate which in the opinion of the ECGC/Consultants have arisen from bad manufacturing, workmanship or materials, shall upon intimation be made good by the Contractor at his own cost



within the time specified. During the said period of 12 months the Contractor shall without any extra cost, carry out all routine and special maintenance and attend to difficulties and defects that may arise. The Tenderer / Contractors shall associate with him during the execution and free service period, the operation and maintenance staff of the ECGC.

12 Payments for the work to be executed under this contract shall be made as given below and no variation in the mode of payment will be acceptable.

1. 10% Advance once the contract is signed.
2. 60% on delivery of machines
3. 25% on successful installation of the machines
4. 5% after six months of successful operation of the machine.

13 The Tenderer shall guarantee that the work shall conform to the detailed specifications.

14 Signing of the contract:

- a) The successful Tenderer shall be required to execute an agreement in the proforma attached with this tender document within 15 days from the date of receipt of the notice of acceptance of tender. In the event of failure on the part of the successful Tenderer to sign the agreement within the above-stipulated period, The ECGC reserves the right to forfeit the earnest money/ security deposit and cancel the contract.
- b) Until the Agreement is formally signed, the Work Order / Letter of Acceptance of Tender issued to the successful Tenderer and accepted by him shall be operative and binding on the ECGC and the Contractor.

15 On acceptance of the tender, the name of the accredited representatives of the Tenderer who would be responsible for taking instructions from the ECGC shall be mentioned by the Tenderer.

16 If so decided, the ECGC reserves the right to appoint PMC (Project Management Consultant) or any other agency to get the quality of works checked, measurements recorded, including certification of bills etc.

17 The ECGC has the right to delete items, reduce or increase the scope of work without the contractor claiming any compensation for the reduction in the scope of work.

18 Notices to local bodies:

The contractor shall comply with and give all notices required under any law, rule, regulations or bye laws of parliament, state legislature or local authority relating to works. the contractor shall before commencing the execution of work issue a certificate to the ECGC / architect / consultant that he has obtained all the permission registrations and give all the notices as are required to be obtained or give in under law . During work progress it is responsibility of contractor to attend to all persons, parties, agencies (government and non

government organizations) that exists or may exist in similar work environment, to keep work going and to achieve work completion at his cost and expenses.

19 I / We hereby declare that I / We have read and understood the above instructions for the guidance of the Tenderers.

Witness \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Tenderer

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

**Mandatory information required for Prequalification of the bidder**  
**Basic Information**

1. i) a) Name of the Applicant :  
b) Address of the Regd Office :  
c) Phone No :  
d) Fax No :  
e) E Mail address :  
f) Cell No :  
g) Web-site, if any :
- ii) a) If main Office is o/s Bangalore :  
Please furnish office address of  
Office establishment in Bangalore  
b) Contact Phone No :  
c) Fax No. :
2. a) Year of establishment (enclose :  
Documentary evidence) :  
b) No. of years of experience in the :  
Relevant field (Minimum experience  
Required is 5 years in relevant  
Field)
3. Type of the Organization (Whether :  
Proprietorship, Partnership, Private  
Ltd, Co-operative body etc)
4. Name of the Proprietor/Partners/Directors of the  
Applicant with addresses & Phone Numbers  
a)  
b)  
c)
5. a) Details of Registration – Whether :  
Partnership firm, Company, etc.  
b) Name of Registering Authority,  
Date & Registration Number
6. a) Details of Registration :

- b) Registration No. & Date (copy :  
of relevant document to be attached
7. Name & Address of banker :
8. Whether an assesses of Income Tax. If :  
so, mention Permanent Account No.  
(Enclose document evidence)
9. Please mention Service Tax Regis :  
tration ( Enclose Documentary  
evidence)
10. Details of registration, if any, in the :  
panel of Contractor For other  
Organization/ Statutory bodies/Public  
Sector ECGCs/CPWD/PWD etc
11. LST / TAN / SSI Reg. No. :
12. CST / VAT / PF Reg. No. :

**Contractor is requested to fill this information on their company letter head and enclosed separately.**

**GENERAL EXPERIENCE RECORD**

**SCHEDULE (A)**

All individual firms are requested to complete the Information in the form with regard to the management of work contracts generally. The information supplied should be the annual turnover of the application in terms of the certified amounts billed to client for each year of work in progress or completed. The annual periods should be completed financial years

Annual turnover data		
Year		
01	2011-12	
02	2012-13	
03	2013-14	
04	2014-15	
05	2015-16	





**History of Litigation :**

**Schedule : D**

Bidder should provide information on any history of litigation or arbitration resulting from contracts in last five year or currently under execution.

<b>Year</b>	<b>Award for / or Against Bidder.</b>	<b>Name of Client, cause of Litigation and matter of dispute.</b>	<b>Disputed amount in Rupees.</b>

**NOTE:**

**If the information to be furnished in this schedule are not given and later on come to the notice will result in disqualification of the bidder.**



## DRAFT AGREEMENT

This Agreement made at \_\_\_\_\_ day of \_\_\_\_\_ between The ECGC LTD (hereinafter 'The Employer') of the one part

and M/s \_\_\_\_\_

(whose registered office is situated at,

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hereinafter called 'The Contractor' of the other part).

Whereas the Employer is desirous of purchase of Centralised Air-conditioning system Approx 21tons of Carrier make with installation, ducting and allied electrical and false ceiling works at ECGC Limited, Raheja Towers, 11<sup>th</sup> Floor, 26, M G Road, Bangalore – 560001, Karnataka, India and has been provided specifications. General instructions to contractors, Agreement along with general conditions, the specifications and schedule of quantities have been signed by or on behalf of the parties hereto and whereas the contractor has agreed to execute the work described in the specifications and included in the said schedule of quantities at the rates hereinafter set forth and on the terms and conditions and general conditions (both hereinafter referred to as the said conditions here to annexed.

And whereas the contractor has been paid advance Rs.25,000/- as the Earnest Money. Total retention money shall be 5% of the total work done and is termed until the expiry of the defects liability period for the due observance and performance of the contract.

Now it is agreed as follows:

1. In consideration of the said sum to be paid at the time and shall upon and subject to the said conditions, execute and complete the work.
2. The Employer shall pay the contractor the said or such sums as shall become payable hereunder at the time and in the manner specified in the said conditions.
3. Tender documents containing Special conditions of rates entered therein, shall be read and studied as forming part of this agreement.
4. The Employer reserve to himself the right of altering the nature of the work, of adding to or omitting any items of work or having portions of the same carried out without prejudices to this contract.
5. Time shall be considered as the essence of this agreement and the contractor hereby agrees to commence the work soon after the site is handed over to him as provided for in the said conditions and complete the entire work within 45 days from the date of commencement of work
6. This Agreement and Contract shall be deemed to have been made in Bangalore and any questions or disputes arising out of or is deemed to have arisen, in

Bangalore and only the Court in Bangalore shall have jurisdiction to determine the same.

As witness our hands this \_\_\_\_\_ day of

\_\_\_\_\_ is signed by the said in the presence of:

Signed by the said in the presence of:

WITNESS –1: Name

Owner

Signature

Address

Signature

WITNESS –1: Name

Contractor

Signature

Address

Signature

## **TECHNICAL SPECIFICATIONS FOR HVAC WORKS:**

### **SCOPE OF WORK:-**

1. The bidder shall undertake the supply and the installation of the Air Conditioners for
2. The bidder shall supply ISI Marked & BEE labelled machines with maximum warranty periods.
3. The bidder shall ensure that the equipments are fabricated and installed free from any defects and faulty workmanship.
4. Supply & fabrication should be made properly with complete technical specifications as per our requirements and after installation a satisfactory demo shall be compulsory.
5. The Competent Authority reserves the right to inspect the site/ Equipments being manufactured or stored.

### **SPECIFICATION:-**

#### **HIGH WALL UNITS:**

High Wall (Wall Mounted) Units shall be vertical units, with SA grille near the bottom of the unit and RA grille at the front. Pipe connections shall be from the rear or from one side, to be concealed after installation. The unit shall be with oscillating louvers for even distribution of air, and corded or cordless full-function remote control as specified in Schedule of Quantities.

#### **CASSETTE UNITS:**

Ceiling suspended, 4-way Units shall be internally grooved evaporated coil. The unit shall be with oscillating louvers for even distribution of air, and corded or cordless full-function remote control.

#### **CONDENSING UNITS:**

Condensing unit (outdoor unit) shall be with reciprocating or rotary/scroll type compressor, air cooled draw-through type condenser coil with copper tubes & aluminium fins, low noise axial fan, safety cut-outs & high/low pressure cutouts, weather proof housing, hot-dip alvanized or epoxy coated angle or channel frame structure. The unit shall be suitable for installation on wall/slab/floor as required. Rubber pads shall be provided below the unit for effective vibration isolation.

#### **GENERAL:**

All A/C machines to be kept covered to prevent dusting & filter/coil choking till commissioning.

## ECGC LIMITED

### TENDER DOCUMENTS

**PROJECT NAME :** FOR PURCHASE OF CENTRALISED AIR-CONDITIONING SYSTEM (21 TONS APROX OF CARRIER MAKE) WITH INSTALLATION, DUCTING AND ALLIED ELECTRICAL AND FALSE CEILING WORKS AT ECGC LIMITED RAHEJA TOWERS, 11<sup>TH</sup> FLOOR, 26, M G ROAD, BANGALORE, KARNATAKA, INDIA

### Schedule of Rates

Sr No.	Description	Quantity	Unit	Rate ₹	Amount ₹
<b>01</b>	<b>DISMANTLING</b>				
	Dismantling of existing AC Units, False ceiling etc including removal of debris from site.				
<b>02</b>					
	Supply, Installation, testing and Commissioning & making all the necessary works for the smooth execution of air-conditioning works including ducting and fixing of false ceiling GYP Board				
	<b>GRAND TOTAL INCLUSIVE OF ALL TAXES</b>				
<b>03</b>	Buy-back amount for existing AC units				

### GENERAL CONDITIONS OF CONTRACT.

The following terms and conditions/guidelines are to be adhered to by the Bidders while quoting. Wherever there is a deviation, it has to be brought out very clearly, if possible with proper explanation. Major deviations from the terms specified herein may result in disqualification.

## **1.1 Final Acceptance Certificate**

- 1.1.1 On completion of all installation and commissioning activities, other than the on-going support covered under the contract, bidder shall submit the Notice of Final Completion to ECGC.
- 1.1.2 On receipt of the Notice of Final Completion from Bidder and on verification of fulfillment of Bidder obligations under the Contract, except for the continuing obligation to provide on-going support as per the terms of the Warranty, ECGC, shall within one week from the receipt of Notice of Final Completion from Bidder, either issue the Final Acceptance Certificate if satisfied as to the fulfillment of all obligations of Bidder, or provide a list of pending work / deficiencies to Bidder, as the case may be. Bidder shall within one week of being intimated of the deficiency/pending work, rectify such deficiencies/complete such pending work. Within one week of satisfactory completion of the pending work / deficiencies, ECGC shall issue Final Acceptance Certificate to the Bidder.

## **1.2 Warranty**

- 1.2.1 Bidder shall provide warranty for the faithful and satisfactory (as decided by ECGC) performance of the units. Warranty shall include all the work performed by Bidder including supply, erection, installation, integration, testing and commissioning, etc.
- 1.2.2 Warranty shall be for a minimum period of Twelve (12) months (or higher as per OEM policy) from the date of issue of 'Final Completion Certificate' by ECGC to Bidder at the end of the project.
- 1.2.3 Bidder shall arrange to rectify any defects found during warranty period attributable to the Bidder, within reasonable time decided by ECGC, at Bidder's own cost.

## **1.3 Pricing**

- 1.3.1 Validity of the offer shall be minimum 15 days from the closing / due date for receiving the bids.
- 1.3.2 All prices should be in Indian Rupees.
- 1.3.3 Prices shall be considered on the basis of Office sites in ECGC LIMITED, Bangalore. It shall include all the taxes & duties applicable now and in future such as excise/custom duty, VAT, Service Tax, etc. and freight, transit insurance, custom clearing expenses, etc. as applicable.
- 1.3.4 Bidder should clearly indicate various taxes and duties with percentage applicable for individual deliverables and include all of these in their prices. Any bid without bifurcation of specific taxes shall not be treated as valid.
- 1.3.5 Bidder to quote unit cost for all the components of each system, indicate VAT/Service tax and agree to supply additional qty at rates not exceeding the mentioned rates.
- 1.3.6 For prices quoted for material supply under VAT, bidder should have valid **VAT TIN** registration. Copy of **VAT TIN**, **CST TIN** and **Service Tax registrations** should be attached with bid. OR otherwise the bidder has to give an undertaking to avail the same.
- 1.3.7 Since the implementation of **GST (Goods & Service Tax)** is around the corner, bidders are requested to consider the same while quoting their prices for supply / installation.
- 1.3.8 Bidder needs to give separate pricing for material and services wherever applicable.

1.3.9 Bidder shall ensure compliance to all applicable prevailing laws.

1.3.10 Bidder to furnish tax registration details as under:

No	Registration Type	Number
01	Permanent Account Number	
02	VAT TIN Registration No.	
03	CST Registration No.	
04	Service Tax Registration No.	

#### 1.4 Payment Terms

Payment Terms applicable will be as follows:

**10% payment of value of Invoice amount:** shall be paid within 15 days after signing the contract as advance payment subject to submission of Bank Guarantee for the equivalent amount or the amount will be paid along with 2<sup>nd</sup> instalment of payment without Bank Guarantee.

**60%** shall be paid within 15 days on receipt and acceptance of Delivery of material / goods by ECGC. The delivery of the system shall mean supply of all items stipulated in the BOD for that system.

**25% payment** on final completion of the project and successful installation/testing of the system.

**Balance 5% payment:** After final completion of the project, issuance of 'Final Completion Certificate' by ECGC (date of warranty starts from the date of issuance of Work Completion / Final Test Certificate by ECGC).

Payment will be subject to deduction of tax Including Works contract TDS and Income tax TDS as per applicable law. Terms for Security Deposit (5% of Work Order value) / Retention Money (5% of the Invoice amount) will be applicable in Invoices for Installation work.

#### 1.5 Delay and Non-conformance penalty:

If the specified delivery schedule is not adhered to, or progress of manufacture of supply of the items is not satisfactory, or is not in accordance with progress schedule, ECGC has right to:

- i) Hire for period of delay from elsewhere goods, services which in ECGC's opinion would meet the same purpose as the goods which are delayed and vendor shall be liable to pay Rs.5000/- per day without limitation for the hire and other installation, removal etc. charges; or
- ii) Cancel the Purchase Order in whole or in part without liability for cancellation charges in that event, ECGC may procure from elsewhere goods/services which in ECGC's opinion would meet the same purpose as the goods/services for which order is cancelled and Vendor shall be liable without limitation for the difference between the cost of such substitution and the price set forth in this order for the goods involved; or
- iii) Hire the substitute goods/services vide (i) above and if the ordered goods continue to remain undelivered thereafter, cancel the order in part or in full vide (ii) above. In the event of rejection of non-conforming goods, Vendor shall be allowed, without any extension of delivery time, to correct the non-conformities. Should, however, vendor fail to do so within stipulated time, ECGC may cancel

the order as the non-conforming goods and retain the same right with respect to substitution as are set out in the preceding paragraph and in addition, recover actual expense incurred by ECGC in installing and removing the non-conforming goods. Alternatively, however, ECGC may at its option have or cause the non-conformity to be corrected at vendor's expense. If vendor fails to perform any of its obligations, ECGC shall be entitled to all remedies provided by law and recover all damages caused to ECGC by delay or non-supply of the goods or supply of non-conforming goods and to obtain adequate compensation thereof.

ECGC reserves the right to claim damages for use of defective or sub-standard goods supplied by the Vendor irrespective of the fact whether goods were inspected prior to receipt at project site by ECGC or not.

## **1.6 Indemnity**

### **1.6.10 Mutual Indemnification**

Each party shall defend and indemnify the other, its assigns, agents, officers and employees from and against any damages to real or tangible personal property and / or bodily injury to persons, including death, resulting from its or its employees' or agents' negligence or willful misconduct.

### **1.6.11 Intellectual Property Indemnities**

Bidder shall defend and indemnify ECGC from and against any suit, proceeding, or assertion of a third party against ECGC based upon a claim that any of the system or part of the system supplied by the Bidder including third party components, infringes any valid patent, copy right, trade secret, or other intellectual property right under any country's national or international laws.

**1.6.12** If a claim pursuant to 1.6. above occurs, Bidder shall take all necessary remedial actions at its own cost. Bidders shall safe guard ECGC business operations and protect ECGC against any penalty and / or liability arising out of such claim.

## **1.7 Force Majeure**

1.7.1 If either party is prevented from performing any of its obligations under the Contract due to any cause beyond the party's reasonable control-if the party's performance is prevented by a superior brute force,- including, without limitation, an act of God, fire, flood, explosion, earthquake, war, strike, embargo, government regulation, civil or military authority, etc., the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence; provided however, that if a party suffering a force majeure event is unable to cure that event within a mutually agreed duration, the other party may terminate the contract.

1.7.2 Force majeure does not include party's organizational issues, bankruptcy, merger & acquisition issues, solvency, etc.

1.7.3 Force majeure event once faced shall be immediately informed to the other party with the details of event, its likely effect on the contract, etc. Such information should reach to the other party within a period of one week from the time of occurrence of the event.

## **1.8 Modification and Withdrawal of Bids**

- a. No bids will be allowed to be modified subsequent to the final submission of bids.
- b. No bidder will allowed to withdraw the bids already submitted in the interval between the deadline after submission of bids and the expiry of the bid validity. Withdrawal of a bid during this interval will result in the forfeiture of bidder's EMD.

- 1.8.1 ECGC reserves the right to change any bid condition of any item even after inviting the bids, with/without prior notification.
- 1.8.2 ECGC's Right to accept any Bid and to reject any or all Bids - ECGC reserve the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to awarding the Contracts, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for such decision.
- 1.8.3 The tendered quantities are estimated based on the receipt of the requirement from various Government offices. The quantities may decrease up to 50% of the bid quantity or increase up to 50% of the bid quantity at the time of finalization, depending upon the change in the requirements/grants available with the purchaser(s), which shall be binding to the bidder.
- 1.8.4 All correction/addition/deletion shall require authorized countersign.
- 1.8.5 ECGC reserves the right to split the scope of work and award separate contract to different Bidders. Also, Bidder has to confirm that they shall accept part order without any commercial implications.
- 1.8.6 All the information contained in these requisition specifications is the property of ECGC and these are not to be reproduced or disclosed to other parties in any manner without prior permission in writing from ECGC.
- 1.8.7 All other terms & conditions not covered here are mentioned in these documents as well as in case of any dispute, GCC & GCP will prevail. The bidder may request a copy of GCC & GCP for reference.
- 1.9 Governing Law and Jurisdiction**
  - 1.9.1 The Contract and the transactions contemplated therein shall be governed by and construed in accordance with the laws of India.
  - 1.9.2 The Contract and the transactions contemplated therein shall be subject to the exclusive jurisdiction of the competent Courts in Bangalore, India.
- 1.10 Instruction to Bidders**
  - 1.10.1 The closing date & time for receiving the bid response is as mentioned in the cover letter of this RFP.
  - 1.10.2 Entry Tax / Octroi (if any) and Transit insurance (till final destination of delivery), if any, shall be borne by the supplier.
  - 1.10.3 Bidder shall ensure compliance with all applicable laws and obtain necessary registration/license as may be applicable.
  - 1.10.4 The bidder has to specify the tax rate (VAT/CST/Service Tax) for each item and suppliers who have opted for lumpsum scheme shall not be eligible for bidding.
  - 1.10.5 Bids received after the closing date and time shall not be considered for evaluation.
  - 1.10.6 ECGC reserves the right to reject any or all of the bids without assigning reasons.
  - 1.10.7 Bids shall be of fixed firm rates and will have a validity of one months, from the closing date for bids, extendable on request of ECGC.
  - 1.10.8 Bidders are requested to send request for clarifications, if any, so as to reach ECGC latest by the date & time mentioned in the cover letter of this RFP. Requests received after this date for clarifications may not be entertained.
  - 1.10.9 Bidders are requested to send acknowledgement to ECGC as soon as the RFP is received by them.
  - 1.10.10 Bidder to inform the contact reference along with the acknowledgement of receipt of RFP to enable ECGC to establish single point of contact at Bidder end.



**1.10.11** Point of contact at ECGC will be:

**Attn.:**

Regional Manager  
ECGC Limited,  
Raheja Towers, 11<sup>th</sup> Floor,  
26, M G Road, Bangalore – 560001,  
Karnataka, India  
Phone No. 080-25596022

**1.10.12** No verbal communication for queries and / or clarifications with any of the Bidders will be entertained by any of ECGC employees and / or representatives with respect to this RFP.

**1.10.13** After the closing time of submission, ECGC committee will verify the submission of Bid Processing Fees & EMD as per bid terms and conditions. The eligibility criteria evaluation will be carried out of the responsive bids. The technical bids of the bidders who are complying with all the eligibility criteria will be opened and evaluated next. The financial bid of the technically qualified bidders will be opened and financially L1 bidder will be decided from the sum total of prices for all line items in any given sub-category and then called for further negotiations.

**1.10.14** (n) Code reserves the right to decide L1 on total basis as well as category-wise and it shall be binding on the bidder. The order may be split among a number of technically qualified bidders at the discretion of ECGC. The bidder with overall competitive quote will be given preference on the ordered quantity.

**1.10.15** Bids shall be valid for 45 days after the date of financial bid opening. A bid valid for a shorter period shall be rejected as non-responsive.

**1.10.16** Bidders are required to quote all items including optional add-ons as well. Incomplete bids will be treated as non-responsive and will be rejected.

**1.10.17** The Bidder shall bear all the costs associated with the preparation and submission of its bid, and ECGC will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

**1.10.18** The bidder has to submit the compliance letter on its letter head duly signed by the authorized signature & other supporting documents as asked for in the bid in scanned format. Failing to submit the same or noncompliance/deviation from any bid terms and conditions, eligibility criteria or technical specifications may result in rejection of the bid.

**1.10.19** The Bidder has to examine all instructions, forms, terms, conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

**1.10.20** Unsuccessful bidder's EMD will be returned as promptly as possible but not later than 15 days after the expiration of the period of bid validity OR upon the successful Bidder signing the Contract.

**1.10.21** In exceptional circumstances, ECGC may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request will not be permitted to modify its bid.

**1.10.22** The EMD may be forfeited:

- (a) If a Bidder withdraws its bid during the period of bid validity
- (b) In case of a successful Bidder, if the Bidder fails:

- (i) To accept the PO within stipulated time-frame
- (ii) To furnish performance ECGC guarantee as mentioned above
- (iii) If the bidder is found to be involved in fraudulent practices or
- (iv) If the bidder fails to deliver the required items at the defined locations within defined delivery schedule.

### **1.11 Termination for Default**

**1.11.1** The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part:

- i. If the bidder fails to deliver any or all of the Goods within 25 working days from the date of purchase order, or within any extension thereof granted by the Purchaser or
- ii. If the Bidder fails to perform any other obligation(s) under the Contract/Purchase order.
- iii. If the Bidder, in the jurisdiction of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value of influence the action of a public official in the procurement process or in contract execution. "fraudulent practice : a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition;"

**1.11.2** In the event the Purchaser terminates the Contract in whole or in part, pursuant to clause above, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Bidder shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Bidder shall continue the performance of the Contract to the extent not terminated.

### **1.12 Schedule and Penalty clause for delay**

**1.12.1** Bidder shall start the work within 15 days of "Award of Contract (Work/Purchase Order)" or "LOI".

**1.12.2** Delay in excess of the stipulated time will be sufficient to cause for termination of the contract. In that case the Performance ECGC Guarantee of the bidder will be forfeited.

**1.12.3** Bidder shall put all the efforts to complete the job within agreed time schedule. Penalty shall be charged to the Bidder for the delay of work completion. For every day of delay there shall be penalty of 1% of the total order value per day for first 5 days and then onwards 2% per day beyond 5 days.

**1.12.4** In case, the selected bidder does not supply the ordered items for any reason, he will be liable to pay the difference amount to the purchaser, over and above the performance guarantee, which indenter department has to pay to the next or other selected bidder for purpose of the said items.

### **1.13 Other Terms and Conditions**

**1.13.1** ECGC reserves the right to split the scope of work and award separate contract to different Bidders. Also, Bidder to confirm that they shall accept part order without any commercial implications.

1.13.2 All the information contained in these requisition specifications is the property of ECGC and these are not to be reproduced or disclosed to other parties in any manner without prior permission in writing from ECGC. It is very critical that the knowledge of the ECGC facility is not misused / revealed by Bidder, Bidder's employees, and / or any entity associated with Bidder. This will be the Bidder's responsibility and violation to this shall have serious implications.

1.13.3 Bidder to provide details of their experience and client list.

#### **1.14 SPECIAL TERMS & CONDITIONS:**

**1.14.1** The contractor shall provide all necessary materials, equipment and labour etc. for the execution and maintenance of work till completion. All materials that go with the work shall be approved by ECGC prior to procurement and use. The materials should of reputed make as given in functional/technical specifications.

**1.14.2** All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detailed drawings, specifications and instructions as may be approved from time to time to the contractor by ECGC whether mentioned in the contract or not.

**1.14.3** The materials, design and workmanship shall satisfy the relevant Indian standards, the job specifications contained herein and codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

**1.14.4** The supplier shall supply the material as specified/prescribed and after doing the necessary verification of its quality and any substandard material/material not as per specification will be liable to be rejected. The supplier shall bear the cost of transportation for taking the substandard/rejected material and doing its replacement. The substandard/rejected material will be kept at the site at the risk of the supplier.

**1.14.5** ECGC shall have power to make any alterations in omission from, additions to, or substitutions for the schedule of rates, the original specifications, Drawings, Designs and Instructions that may appear to him to be necessary or advisable during the progress of work and contractor shall be bound to carry out such altered / extra / new items of work in accordance with any instructions which may be given to him in writing signed by ECGC and such alterations, omissions, additions or substitutions shall not invalidate contract and any altered, additional or substituted work which contractor may be directed to do in the manner above specified as part of the work shall be carried out by contractor in the same terms and conditions in all respects on which he agreed to do the work.

**1.14.6** The contractor shall furnish to the ECGC for approval adequate samples of all materials and finishes to be used in the work. Such samples shall be submitted before the work is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishes applied in actual work shall be fully equal to the approved samples.

**1.14.7** On completion of work contractor to furnish 2 sets of complete technical documents along with as-built drawings for all the systems as envisaged in the tender document. System-wise report shall be submitted along with the drawings including softcopy.

- 1.14.8 Material supply & Storage:** It shall be the responsibility of the Contractor at his own risks and costs to take delivery of the materials from the stores, factory, rail head or other collection point, as the case may be, and to arrange for its loading, transportation to job site and unloading at the job site or other place of storage. The Contractor shall, in taking delivery, ensure compliance of any conditions of delivery applicable to deliveries from ECGC's or supplier's factory/stores or railways or other transporters concerned, and shall be exclusively responsible to pay and bear any demurrage or penalty or other charges payable by virtue of any failure or delay by the contractor in lifting the suppliers and / or any failure by the Contractor to observe the condition of supply as aforesaid, and shall keep ECGC indemnified from and against all consequences thereof.
- 1.14.9** The Contractor shall hold and store any material(s) supplied by ECGC only at such place and/or premises as may be approved by the Project-in-charge, provided that no such approval shall absolve the Contractor in whole or parts of his full liabilities in respect of such materials, and the Contractor shall be and remain responsible at all times at his own risks and costs to ensure that the materials(s) supplied by ECGC are retained at all times in premises that are air and water tight and otherwise suitable for the storage for the storage of the material so as to prevent damage or deterioration for any cause whatsoever or theft or other loss, and shall arrange such watch and ward staff as shall be necessary to ensure the safety thereof.
- 1.14.10** The Contractor shall at all times be exclusively responsible for any and all loss(es), damage(s) deterioration, misuse, theft or other application or disposal of the material(s) supplied by ECGC or any of them, contrary to the provisions hereof and shall keep ECGC indemnified from and against the same and shall forthwith at his own cost and expense replace any such material. Lost, damaged, deteriorated, misused, stolen, applied and or disposed as aforesaid, with other material of equivalent quality and quantity.
- 1.14.11 Labour Laws & Regulation:** The Contractor shall be responsible for strict compliance of and shall ensure strict compliance by it sub-contractors, servants or agents of all labour and other laws, rules or regulation having the force of law affecting the relationship of employer and employee between the Contractor/Sub-Contractor and their respective employees.
- 1.14.12** The Contractor and Sub-Contractor(s) of the Contractor shall obtain authority(ies) designated in this behalf under any applicable law, rule or regulation including but not limited to the Factories Act and Contract labour (Abolition & Regulation) Act, 1970 (insofar as applicable) any and all such license(s) consent(s), registration(s) and / or other authorisation (s) as shall from time to time be or become necessary for relative to the execution of the work or any part or portion thereof or the storage or supply, of any material(s) or otherwise in connection with performance of the Contract, and shall at all times observe and ensure due observance by the Sub- Contractor, servants and agents of all terms and conditions of the said licence(s), regulation(s) and other authorisation(s) and laws, rules and regulations applicable thereto.
- 1.14.13** The Contractor shall indemnify and keep indemnified the Owner from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any other provisions of GCC's clause 8.3.1.0 to 8.3.3.0 and / or against any claim, action or demand by any workman / employee of the Contractor of any Sub-Contractor and / or from any liability

anywise to any workman / employee of the Contractor or any Sub-Contractor under any law, rule or regulation having the force of law, including but not limited to claims against the Owner under the Workmen Compensations Act, 1923, The employees Provident Funds Act, 1952, and / or The Contract Labour (abolition & Regulation) Act, 1970.

**1.14.14 Safety Regulation, Accident & Damage:** The Contractor shall be responsible at his own cost in and relative to performance of the work and contractor to observe and to ensure observance by his Sub-Contractors, agents and servants of the provisions of Safety Code as hereinafter appearing and all fire, Safety and security regulations as may be prescribed by the Owner from time to time and such other Precautions, measures as shall be necessary and shall employ / deploy all equipment necessary to protect all works, materials, properties, structures, equipments, installations, communications and facilities whatsoever from damage, loss or other hazard whatsoever (including but not limited to fire and explosion) and shall during construction and other operations minimize the disturbance and inconvenience to the Owner, other contractors, the public and adjoining land and property owners and occupiers, and crops, trees and vegetation and shall indemnify and keep indemnified the Owner from and against all losses and damages and costs, charges and expenses and penalties, actions, claims, demands and proceedings whatsoever suffered or incurred by or against the Owner, as the case may be, virtue of any loss, alteration, displacement, disturbance or destruction or accident to any works materials, properties, structures, equipments, installations communications and facilities and land and property owners and occupiers and crops, trees and vegetations as aforesaid, with the intent that the Contractor shall be exclusively responsible for any accident, loss, damage, alteration, displacement, disturbance or destruction as aforesaid resultant directly or indirectly from any breach by the Contractor of his obligation aforesaid or upon any operation, act or omission of the contractor his Sub-Contractor(s) or agent(s) or servant(s).

**1.14.15** The Contractor's liabilities under Clause 1.4.1.0 and otherwise under the Contract shall remain unimpaired notwithstanding the existence of any storage cum erection or other insurance covering any risk, damage, loss or liability for which the Contractor is liable to the Owner in terms of the foregoing Sub-Clause or otherwise and / or in respect of which the Contractor has indemnified the Owner with the intent that notwithstanding the existence of such insurance, the Contractor shall be and remain fully liable for all liabilities and obligations under the contract and indemnified to the Owner, and the Owner shall not be obliged to seek recourse under such policy(ies) in preference to recourse against the Contractor or otherwise to exhaust any other remedy in preference to the remedies available to in under the Contract.

**1.14.16 Indemnity & Insurance:** In every case in which by virtue of the provision of section 12 sub-section (i) of Workmen's Compensations Act 1923. the owner is obliged to pay compensation to a workman employed by the contractor, in execution of the works, the Owner will recover from the Contractor the amount of the compensation so paid, and without prejudice to the rights of Owner under section 12, sub section 20 of the said Act, Owner shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the Owner to the contractor whether under this contract or otherwise. The Owner shall not be bound to contest any claim

made under section 12, sub section(i) of the said Act, except on the written request of the Contractor and upon his giving to the Owner full security for all cost for which the Owner might become liable in consequence of contesting such claim.

**1.14.17** The Contractor shall at all times indemnify and keep indemnified the Owner and its officers, servants and agents from and against all third party claims whatsoever (including but not limited to property loss and damage personal accident, injury or death of/to property or person of any Sub-Contractor and/or the servants of agents of the Contractor, and Sub-Contractor(s) and/or the Owner) and the Contractor shall at his own cost and initiative at all times upon the successful conclusion of the defect liability period specified in Clause 1.4.1.0 hereof take out and maintain insurance policies in respect of all insurable liabilities under this Clause, including but not limited to third party insurance and Act. Personal injuries insurance Act, Emergency Risk Insurance and other with Insurance company(ies) approved by the Owner and such policy(ies) shall be of not less limits hereunder specified with reference to the matters hereunder specified namely:

- a) Workmen Compensation Insurance to the limit to which compensation may be payable under the laws of the Republic of India.
- b) Third Party Insurance body injury and property damage to the limit of not less than Rs.1,00,000/- (rupees one lakh only) in each accident at each job site and to a limit of not less than Rs. 5,00,000/- (rupees five lakhs only) for all accidents at all job sites.
- c) Provides that the limits specified above shall operate only as a specification of minimum limits for insurance purposes; but shall not anyway limit the Contractor's liability in terms of the of this Clause to limit(s) / specified.

**1.14.18** Should the Contractor fail to take out and/or keep a foot insurance as provided for in the foregoing Sub-Clause, the Owner shall be entitled (but without obligation to do so) to take out and/or keep a foot such insurance at the cost and expense of the Contractor, and without prejudice to and other remedies of the Owner in this behalf, to deduct the sum(s) incurred therefore from the dues to the Contractor.

**1.14.19** In case of default/delay, ECGC reserves the right to make alternative arrangement through available sources and shall recover the entire cost and penalty charges after adding 10% administrative cost from the supplier and it shall be unconditionally binding on him.

**1.14.20** The Bidder / Contractor shall comply all the terms & conditions mentioned in ECGC's General Conditions of Purchase (GCP) and General Conditions of Contract (GCC) unless otherwise specified separately.

### **SPECIAL CONDITIONS OF CONTRACT**

1. Tenderers shall go through all documents before quoting rates and provide for necessary cost as may be included in either bill or material or specifications.
2. Tenderers shall be given prices in blank column Entries in English made in ink. Arrive also at the grand total must also fill in all "rates only columns" and sign all corrections.
3. Tender shall be invalid unless all rates are filled in. No arbitrary condition shall be submitted. Tenders shall be signed by all the legal partners of the firm.
4. Each of the tender documents shall be signed by the Tenderer.

5. The Tenderer whose tender is accepted shall be bound to enter in to the contract within eight days of intimation from ECGC.
6. Work shall be done night and day without extra charge, if necessary.
7. Tenderer shall provide for stacking of materials in such a way as to facilitate rapid checking of quantities.
8. Materials supplied by owner shall be used only in owner's work.
9. Contractors shall pay any local charges relating to execution of work.
10. Contractor shall allow for all wastages in the rates.
11. Contractor shall arrange for all temporary connections.
12. No extras shall be paid, quantity sheets and drawings both are to be considered jointly and Architect/Consultant is the final authority for the interpretation.
13. Site instruction shall be deemed for proper execution, and shall be carried out without extra charge.
14. Order book with numbered pages shall be kept on site. Contractor shall carry out all instructions properly.
15. Contractors shall insure whole work against fire, PICT and third party