



**PROJECTS AND DEVELOPMENT INDIA LIMITED ,
PDIL BHAWAN , A-14 , SECTOR -1 ,
NOIDA – 201301
DISTT.: GAUTAM BUDH NAGAR (U.P)**

INVITATION TO BID

ITB NO.: 11/PNMM/E/3563/2009-10

FOR

**SUPPLY & INSTALLATION OF MODULAR OFFICE PARTITION WITH
SITTING UNIT/ CHAIRS INCLUDING POWER, DATA/LAN AND
TELEPHONE CABLING WORK AT 2ND FLOOR WEST WING OFFICE
HALL IN PDIL BHAWAN, A-14, SECTOR-1, NOIDA, UP.**



PROJECTS & DEVELOPMENT INDIA LIMITED

(A Govt. of India Undertaking)

Post Box No. 125, A-14, Sector-1

Noida – 201301, Dist. Gautam Budh Nagar

(U.P.) India

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2529853

INVITATION TO BID (ITB)

| | | |
|----|----------------------------------------------|---------------------------------------------|
| TO | ITB NO. | : 11 / PNMM / E /3563 / 2009-10 |
| | DATE OF ISSUE | : 23.02.2010 |
| | BID CLOSING DATE & TIME | : 10.03.2010 (3.00 PM) |
| | TECHNO-COMMERCIAL BID OPENING DATE & TIME | : 10.03.2010 (3.30 PM) |
| | TYPE OF BID OPENING | : SINGLE STAGE TWO BID SYSTEM (NON PUBLIC) |
| | EARNEST MONEY DEPOSIT | : Rs. 17,500/- |
| | REQUIRED COMPLETION PERIOD | : REFER CLAUSE NO.13.0 INSIDE. |

Projects and Development India Ltd. (PDIL), a Govt. of India Undertaking under the administrative control of the Department Of Fertilizers, Ministry of Fertilizers & Chemicals invite sealed quotations from interested parties of repute and having specialization for the under mentioned jobs in duplicate to be addressed to Dy.GM(MM) duly super scribed reference ITB No. and bid closing date & time as above on the cover, subject to the terms and conditions enclosed.

| Sl. No. | DESCRIPTION | QUANTITY |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| 1. | Supply & Installation of Modular Office partition with sitting unit/ Chairs including Power, Data/LAN and Telephone cabling work at 2 nd floor west wing office hall in PDIL Bhawan, A-14, Sector-1, Noida, UP. | As per Scope work & Schedule of Rates enclosed. |

FOR & ON BEHALF OF
PROJECTS & DEVELOPMENT INDIA LTD.

(R S SUHAG)
DY. GENERAL MANAGER (MM)

ENCL:

| | | |
|-----|--------------------------------------------------------|------------------|
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PRE-QUALIFICATION OF BIDDERS

Bid Evaluation Criteria (BEC) for selection of bidder for Supply & Installation of Modular Office partition with sitting unit/ Chairs including Power, Data/Lan and Telephone cabling work at 2nd floor west wing office hall in PDIL Bhawan, A-14, Sector-1, Noida, UP.

The vendors who respond will be evaluated on the basis of the following Pre-qualification criteria:

- i) Bidder should have satisfactorily executed similar type of jobs during any of the last three preceding financial years as under:
 - At least three jobs should have minimum order value of Rs. 8.0 lac.
OR
 - At least two jobs should have minimum order value of Rs. 10.5 lac.
OR
 - One similar job should have minimum order value of Rs. 13.0 lac

- ii) Bidder should submit a list of similar type of jobs satisfactorily executed by him in the past indicating order values and also submit copy of purchase order / completion certificate / performance certificate for the relevant jobs having order value of Rs. 8.0 Lac and more in last three years.

- iii) The bidder should have annual financial turnover of Rs 15 Lac during any of the last three years. The bidder shall submit audited balance sheets in support of the same.

- iv) Bidder should have positive net worth.

ITEM: EVALUATION OF VENDOR FOR SUPPLY & INSTALLATION OF MODULAR OFFICE PARTITION WITH SITTING UNIT/ CHAIRS INCLUDING POWER, DATA/LAN AND TELEPHONE CABLING WORK AT 2ND FLOOR WEST WING OFFICE HALL IN PDIL BHAWAN, A-14, SECTOR-1, NOIDA, UP.

(TO BE FILLED BY THE BIDDER)

| | | |
|----|-------------------------------------------------------------------------------------------------------------|--|
| 1. | NAME OF THE COMPANY | |
| 2. | REGN. NO. | |
| 3. | WHETHER CERTIFIED BY ISO | |
| 4. | TURNOVER OF LAST THREE YEARS 2006 – 2007 2007 – 2008 2008 – 2009 | |
| 5. | MAXIMUM VALUE OF SINGLE ORDER EXECUTED IN LAST THREE YEARS 2006 – 2007 2007 – 2008 2008 -- 2009 | |
| 6. | NAME OF CLIENTS AND VALUE OF ORDER IN LAST FIVE YEARS (ORDER VALUE RS. 8.00 LAC & ABOVE ONLY) | |
| 7. | ADDRESS OF MANUFACTURING UNIT / OFFICE OF THE COMPANY | |
| 8. | DETAILS OF FIRMS WITH REGN. DOCUMENTS TO BE SUBMITTED | |

OFFER WITHOUT ABOVE INFORMATION MAY BE CONSIDERED NON RESPONSIVE AND MAY BE REJECTED.

THE ABOVE FORM DULY FILLED UP SHALL BE SUBMITTED WITH TECHNICAL & UN-PRICED COMMERCIAL BID IN ENVELOPE –II

DOCUMENTS TO BE FURNISHED (PHOTOCOPIES DULY SIGNED BY AUTHORISED SIGNATORY & STAMPED):

- Financial standing solvency certificate,
- Audited balance sheet for last three years.
- Partnership Deed /MOA along with Firm Registration Certificate with Power of attorney, (The bidder, except for Public / Private Limited Companies shall also submit the latest affidavit for all partners/ proprietors regarding their no involvement in any criminal case in past as well as at present).
- PAN card, TIN, PF registration certificate, service tax registration certificate, etc.
- Copy of Purchase orders /Work orders with job completion certificate issued by the clients against job executed in last five years.

COMMERCIAL TERMS AND CONDITIONS

1.0 INSTRUCTION TO BIDDERS:

- 1.1 BIDDERS ARE TO CAREFULLY GO THROUGH THE 'SCOPE OF WORK', TERMS AND CONDITIONS AND DETAILED TECHNICAL SPECIFICATIONS OF THE ITEMS AND OTHER DOCUMENTS BEING ENCLOSED TO OUR ITB. THEY SHOULD FEEL FREE TO CONTACT PDIL BEFORE SUBMISSION OF BID IF THEY HAVE ANY QUERY ON IT.
- 1.2 BIDDERS ARE ADVISED TO VISIT PDIL BHAWAN, NOIDA BEFORE QUOTING THEIR RATES.
- 1.3 BIDS MUST BE SUBMITTED COMPLETE IN ALL RESPECTS IN DUPLICATE, ALONG WITH TECHNICAL DETAILS, DRAWING, CATALOGUE, LEAFLETS, LITERATURE ETC. WHEREVER NECESSARY.
- 1.4 OFFERS SHOULD BE FREE FROM OVERWRITING. CORRECTIONS AND ADDITIONS/OVERWRITING, IF ANY, MUST BE JUSTIFIED WITH INITIAL.
- 1.5 **BIDDERS ARE ADVISED TO QUOTE STRICTLY AS PER TERMS AND CONDITIONS OF THE TENDER DOCUMENTS. DEVIATIONS, IF ANY, SHOULD BE SPECIFICALLY STATED IN THE SEPARATE SHEET.**
HOWEVER, ANY DEVIATIONS TAKEN BY THE BIDDER WITH RESPECT TO EARNEST MONEY DEPOSIT (EMD), PERFORMANCE BANK GUARANTEE (PBG), LIQUIDATED DAMAGES (LD) AND GUARANTEE/ WARRANTEE CLAUSES OF ITB MAY NOT BE CONSIDERED. NO COMUNICATION SHALL BE ENTERTAINED IN THIS REGARD.
- 1.6 ONCE OFFER IS SUBMITTED, IT WILL BE PRESUMED THAT THEY HAVE GONE THROUGH & UNDERSTOOD ALL THE TERMS AND CONDITIONS MENTIONED IN OUR ITB AND ALL OUR TERMS AND CONDITIONS ARE ACCEPTABLE TO THEM.
- 1.7 BIDS MUST BE SUBMITTED ON OR BEFORE THE CLOSING DATE AND TIME. OFFERS RECEIVED LATE ARE LIABLE FOR REJECTION & NO COMPLAINT SHALL BE ENTERTAINED IN THIS REGARD FOR ANY REASON WHATSOEVER INCLUDING POSTAL/COURIER DELAY.
- 1.8 TIMELY SUBMISSION OF QUOTATION AT PURCHASER'S ADDRESS IS BIDDER'S RESPONSIBILITY.
- 1.9 BID THROUGH FAX AND E-MAIL SHALL NOT BE ACCEPTABLE.

2.0 SUBMISSION AND OPENING OF BID:

BIDDERS ARE REQUIRED TO SUBMIT THEIR BIDS UNDER THREE ENVELOPES AS DETAILED BELOW:

PART-I: EMD

PART-II: TECHNICAL & UN-PRICED COMMERCIAL BID CONSISTING OF:

- (a) COMPLETE ITB DOCUMENTS DULY SIGNED & STAMPED IN EACH PAGE AS A TOKEN OF ACCEPTANCE TO ALL TERMS AND CONDITIONS OF OUR ITB.
- (b) UN-PRICED COPIES OF 'SCHEDULE OF RATES' AS IN ANNEXURE-VIII(A),VIII(B),VIII(C),VIII(D), VIII(E),VIII(F) AND SUMMERY OF PRICES IN ANNEXURE-VIII(H) DULY SIGNED AND STAMPED INDICATING " QUOTED / NOT QUOTED " WITH % OF TAXES APPLICABLE / NOT APPLICABLE IN THE SPACE PROVIDED AGAINST EACH HEAD.
- (c) COPY OF CHECK LIST AS IN ANNEXURE-IX DULY FILLED BY THE BIDDER MAKING ALL THE POINTS CLEAR AND NOT LEAVING ANY VOIDS.
- (d) OTHER FORMATS FURNISHED IN THE ITB DOCUMENT DULY FILLED AND STAMPED BY THE BIDDER MAKING ALL THE POINTS CLEAR AND NOT LEAVING ANY VOIDS.
- (e) OTHER DOCUMENTS AS PER THE REQUIREMENT SPECIFIED IN THE ITB.

PART-III: PRICED COMMERCIAL BID CONSISTING OF:

'SCHEDULE OF RATES' AS IN ANNEXURE-VIII(A),VIII(B),VIII(C),VIII(D), VIII(E),VIII(F) AND SUMMERY OF PRICES IN ANNEXURE-VIII(H) OF ITB **WITH PRICE** DULY QUOTED AGAINST EACH HEAD.

ALL THE ABOVE BIDS SHOULD BE KEPT IN SEPARATE ENVELOPES MARKED PART-I, PART II & PART-III RESPECTIVELY AND SEALED. THESE THREE ENVELOPES SHOULD BE SUPER SCRIBED IN BOLD LETTERS WITH UNDER MENTIONED MARKING:

"BID DOCUMENTS"

ITB NO.: 11/PNMM/E/3563/2009-10 DATED 23 .02.2010.

ITEM: SUPPLY & INSTALLATION OF MODULAR OFFICE PARTITION WITH SITTING UNIT/ CHAIRS INCLUDING POWER, DATA/LAN AND TELEPHONE CABLING WORK AT 2ND FLOOR WEST WING OFFICE HALL IN PDIL BHAWAN, A-14, SECTOR-1, NOIDA, UP.

BID CLOSING DATE: 10.03.2010 AT 3.00 PM.

ABOVE THREE ENVELOPES SHOULD BE KEPT IN ANOTHER COVER ENVELOPE DULY SEALED, SUPERSCRIBED WITH ABOVE MENTIONED MARKING ADDRESSED AS UNDER AND SUBMITTED BEFORE BID CLOSING DATE AND TIME TO:

DY.GM (MM)
PROJECTS & DEVELOPMENT INDIA LIMITED
PDIL BHAWAN, A-14, SECTOR-1, NOIDA – 201 301
GAUTAM BUDH NAGAR, (U.P.)

3.0 PDIL RESERVES THE RIGHT TO ACCEPT OR REJECT THE LOWEST OR ANY OR ALL THE OFFERS WITHOUT ASSIGNING ANY REASON WHATSOEVER.

4.0 PRICE BASIS

4.1 BIDS SHOULD BE FOR FREE DELIVERY AT PDIL INCLUDING RISK IN TRANSIT UP TO DESTINATION.

4.2 THE PRICE QUOTED SHOULD BE FIRM AND SUBJECT TO NO ESCALATION WHATSOEVER DURING THE ENTIRE CONTRACT PERIOD INCLUDING EXTENDED PERIOD, IF ANY, EXCEPT STATUTORY LEVIES NAMELY EXCISE DUTY, SALES TAX/VAT, SERVICE TAX. RATE OF TAXES APPLICABLE ON THE DATE OF SUBMISSION OF BID SHOULD BE CLEARLY MENTIONED IN THE PRICE BID FORMAT IN THE SPACE PROVIDED. PAYMENT SHALL BE MADE AT THE RATE APPLICABLE AT THE TIME OF SUPPLY OF MATERIAL/RENDERING THE SERVICES AGAINST DOCUMENTARY EVIDENCE. HOWEVER, IN CASE OF DELAY IN SUPPLY OF MATERIAL/SERVICE, IF THERE IS ANY INCREASE IN THE RATE OF TAXES, PDIL SHALL RESTRICT THE PAYMENT OF TAXES AS PREVALENT ON THE SCHEDULE DELIVERY DATE, AS MENTIONED IN THE ORDER AND AMENDMENT(S) THERE TO.

5.0 PRICE SCHEDULE

5.1 BIDDER SHOULD ENSURE TO FILL THE RATES IN THE FORMAT OF 'SCHEDULE OF RATES' AS PER ANNEXURE-VIII(A),VIII(B),VIII(C),VIII(D), VIII(E),VIII(F) AND SUMMERY OF PRICES IN ANNEXURE-VIII(H). INCOMPLETE SCHEDULE OF RATES MAY RESULT INTO REJECTION OF BID OR LOADING OF HIGHEST RATE QUOTED BY ANY OTHER BIDDER FOR EVALUATION OF BID IN RESPECT OF MISSING INFORMATION.

5.2 UNIT PRICES SHALL BE CONSIDERED CORRECT IN THE EVENT OF ANY DISCREPANCY WITH REGARD TO TOTAL PRICE.

6.0 TAXES AND DUTIES

6.1 ALL TAXES / DUTIES APPLICABLE ON THE JOB SHOULD BE INDICATED SEPARATELY AS ASKED IN THE 'SCHEDULE OF RATES'.

6.2 ANY VARIATION IN STATUTORY TAXES & DUTIES DURING CONTRACT PERIOD SHALL BE PAID EXTRA ON PRODUCTION OF DOCUMENTARY EVIDENCE.

6.3 IMPOSITION OF ANY NEW TAXES & DUTIES AFTER ISSUANCE OF LOI / PO BY STATUTORY AUTHORITIES DURING CONTRACTUAL PERIOD SHALL BE PAID EXTRA ON PRODUCTION OF DOCUMENTARY EVIDENCE.

- 6.4 THE VENDOR HAS TO SUPPLY ALL NECESSARY DOCUMENTS TO ENABLE PDIL TO CLAIM CENVAT IN RESPECT OF SERVICE TAX / EXCISE DUTY / COUNTERVAILING DUTIES IF APPLICABLE.
- 6.5 PDIL SHALL NOT ISSUE ANY TYPE OF FORMS EXCEPT 'FORM-38' WHICH SHALL BE ISSUED TO THE CONTRACTOR WHENEVER REQUIRED FOR EXECUTION OF SUPPLY.

7.0 VALIDITY

PRICES QUOTED SHOULD BE NET AND SHOULD REMAIN VALID FOR OUR ACCEPTANCE FOR A MINIMUM PERIOD OF 90 DAYS FROM THE DATE OF OPENING OF TECHNICAL BIDS. PDIL WILL NOT ALLOW ANY REVISION IN PRICES WITHIN VALIDITY PERIOD AFTER SEALED TENDERS ARE OPENED.

8.0 EARNEST MONEY DEPOSIT (EMD)

EARNEST MONEY DEPOSIT FOR RS. 17,500/- (RUPEES SEVENTEEN THOUSAND FIVE HUNDRED ONLY) SHALL BE SUBMITTED BY WAY OF DEMAND DRAFT IN FAVOUR OF "PROJECTS & DEVELOPMENT INDIA LTD. NOIDA". OFFER WITHOUT EMD SHALL BE REJECTED.

- 8.1 IN CASE OF UN-SUCCESSFUL BIDDER, EMD WILL BE REFUNDED IMMEDIATELY ON PLACEMENT OF ORDER ON ACCEPTED BIDDER OR ON EXPIRY OF VALIDITY OF BID WHICHEVER IS EARLIER.
- 8.2 EMD OF THE SUCCESSFUL BIDDER SHALL BE RETURNED AFTER SUBMISSION OF PBG AS PER STIPULATIONS OF CLAUSE "PERFORMANCE BANK GUARANTEE".
- 8.3 EMD MAY BE FORFEITED WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY OF OWNER:
- a) IF A BIDDER WITHDRAWS HIS BID DURING THE PERIOD OF BID VALIDITY SPECIFIED BY THE BIDDER
 - OR
 - b) IN THE CASE OF SUCCESSFUL BIDDER, IF THE BIDDER FAILS;
 - i) TO ACCEPT THE ORDER
 - OR
 - ii) TO FURNISH SECURITY CUM PERFORMANCE BANK GUARANTEE.

9.0 PAYMENT TERMS:

(A) FOR MODULAR PARTITION WORK:

- 90% PAYMENT SHALL BE MADE WITHIN 15 DAYS OF SUBMISSION OF BILL. BILLS SHALL BE SUBMITTED BY THE CONTRACTOR FORTNIGHTLY FOR THE COMPLETED PORTION OF THE WORK AFTER DULY CERTIFIED BY THE ENGINEER-IN-CHARGE.
- BALANCE 10% PAYMENT SHALL BE MADE ON COMPLETION OF ENTIRE JOBS INCLUDING SUPPLY & INSTALLATION OF MODULAR OFFICE STRUCTURE WITH SITTING UNIT/ CHAIRS INCLUDING POWER, DATA/LAN AND TELEPHONE CABLING WORK UNDER THE CONTRACT AGAINST SUBMISSION OF FINAL BILLS DULY CERTIFIED BY THE ENGINEER-IN-CHARGE WITHIN 30 DAYS OF SUCCESSFUL COMPLETION OF ENTIRE JOBS.

THE FIRST PAYMENT SHALL BE MADE AFTER SUBMISSION OF PERFORMANCE BANK GUARANTEE EQUIVALENT TO 10% OF ORDER VALUE.

(B) FOR 2 YEARS COMPREHENSIVE 'AMC' AFTER GUARANTY/ WARANTEE PERIOD:

- 20% OF YEARLY PAYMENT SHALL BE RELEASED EACH QUARTERLY WITHIN 7 DAYS OF SUBMISSION OF BILL UP TO 3RD QUARTER OF THE YEAR.
- IN LAST QUARTER, 30% OF PAYMENT SHALL BE RELEASED QUARTERLY WITHIN 7 DAYS OF SUBMISSION OF BILL
- BALANCE 10% YEARLY PAYMENT SHALL BE RELEASED AFTER 6 MONTHS OF COMPLETED YEAR.

ALL PAYMENT SHALL BE RELEASED SUBJECT TO CERTIFICATION BY HOD (CIVIL) OF PDIL, NOIDA OR HIS AUTHORIZED REPRESENTATIVE ON THE BILLS.

10.0 TAX DEDUCTION AT SOURCE

INCOME TAX & WORK CONTRACT TAX AS APPLICABLE SHALL BE DEDUCTED AT SOURCE FROM YOUR BILLS AND A CERTIFICATE TOWARDS THIS DEDUCTION SHALL BE ISSUED TO THE CONTRACTOR.

10.1 VENDORS HAS TO FURNISH THE DETAILS OF THE INCOME TAX ASSESSMENT I.E.: ADDRESS OF THE INCOME TAX COUNTER WHERE THEY FILE THEIR INCOME TAX RETURN. THEY HAVE TO FURNISH PAN.

10.2 IN THE EVENT CONTRACT IS AWARDED TO A BIDDER, HE HAS TO SUPPLY ALL NECESSARY DOCUMENTS TO ENABLE PDIL TO CLAIM **CENVAT** IN RESPECT OF SERVICE TAX/ EXCISE DUTY / COUNTERVAILING DUTIES, IF ANY. THE AMOUNT OF BENEFIT UNDER **CENVAT** TO PDIL WILL BE CONSIDERED WHILE EVALUATING THE PRICE.

11.0 GUARANTEE/ WARRANTY: COMPREHENSIVE ON-SITE WARRANTY FOR 01 YEAR FROM THE DATE OF ISSUE OF COMPLETION CERTIFICATE ISSUED BY ENGINEER IN CHARGE FOR COMPLETION OF THE COMPLETE WORK SHALL BE PROVIDED BY THE SUPPLIER.

12.0 PERFORMANCE BANK GUARANTEE: PBG FOR AN AMOUNT EQUIVALENT TO 10% OF ORDER VALUE SHALL BE SUBMITTED BY THE SUPPLIER/CONTRACTOR WITHIN 10 DAYS OF ISSUE OF LOI/PO. PBG SHALL BE VALID FOR THE EXECUTION PERIOD PLUS GUARANTEE PERIOD OF ONE YEARS PLUS 06 MONTHS CLAIM PERIOD THEREAFTER. THE PBG SHALL BE ISSUED FROM ANY INDIAN NATIONALIZED / SCHEDULED BANK. FORMAT FOR PBG IS ENCLOSED HEREWITH AS ANNEXURE-X.

13.0 COMPLETION PERIOD:

THE ENTIRE JOBS INCLUDING SUPPLY & INSTALLATION OF MODULAR OFFICE PARTITION WITH SITTING UNIT/ CHAIRS INCLUDING POWER, DATA/LAN AND TELEPHONE CABLING WORK AT 2ND FLOOR WEST WING OFFICE HALL IN PDIL BHAWAN, A-14, SECTOR-1, NOIDA, UP. UNDER THE CONTRACT SHALL BE COMPLETED WITHIN 06 WEEKS FROM THE DATE OF HANDOVER OF SITE BY PDIL AFTER ISSUANCE OF LOI/PO.

14.0 LIQUIDATED DAMAGES

COMPLETION PERIOD SHALL BE ESSENCE OF THE CONTRACT AND IN THE EVENT OF DELAY IN COMPLETION BEYOND CONTRACTUAL COMPLETION PERIOD, DAMAGES @ 0.5% PER WEEK OR PART THEREOF SUBJECT TO MAXIMUM 5% OF TOTAL ORDER VALUE SHALL BE RECOVERED FROM CONTRACTOR'S BILLS. COMPLETION MEANS, COMPLETION OF THE JOB IN ALL RESPECTS AND ITS ACCEPTANCE BY PDIL.

IN CASE OF DELAY IN EXECUTION OF ORDER BEYOND THE DELIVERY PERIOD STIPULATED IN THE ORDER OR ANY EXTENSIONS SANCTIONED, PDIL MAY AT ITS OPTION EITHER

- (A) REDUCE THE PRICE AT THE RATE OF 0.5% PER WEEK OR PART THEREOF SUBJECT TO MAXIMUM 5% OF THE ORDER VALUE INCLUDING TAXES
 - (B) PURCHASE ELSEWHERE ON ACCOUNT AND AT THE RISK & COST OF THE SUPPLIER THE MATERIAL/SERVICES NOT DELIVERED
- OR
- (C) CANCEL THE ORDER, WITHOUT PREJUDICE TO THE RIGHT (A) & (B) AND ALSO FORFEIT THE EMD/PSD.

15.0 STATUTORY OBLIGATION AND SAFETY RULES:

CONTRACTOR WILL HAVE TO FOLLOW ALL SAFETY RULES AND MEASURES DURING CONTRACT PERIOD AND WILL BE FULLY RESPONSIBLE FOR IMPLEMENTING RULES AND OBLIGATIONS OF GOVERNMENT AND ALL THE CONSEQUENCES IN THE EVENT OF ANY EVENTUALITY.

15.1 CONTRACTOR SHALL BE RESPONSIBLE TO OBSERVE AND COMPLY WITH ALL STATUTORY REQUIREMENT INCLUDING CONTRACT LABOUR ACT 1970, MINIMUM WAGE ACT – 1948 AND EPF ACT 1952 ETC. IN VAGUE BOTH OF CENTRAL AND STATE GOVERNMENT. PDIL SHALL BE KEPT INDEMNIFIED AGAINST ANY ACTION BROUGHT AGAINST IT OR ANY VIOLATION / NON – COMPLIANCE OF ANY ACT /ACTS, ALL EXPENSES FOR COMPLIANCE OF ABOVE ACTS AND REGULATIONS SHALL BE BORNE BY THE CONTRACTOR.

- 15.2 CONTRACTOR SHALL COMPLY WITH AT HIS COST ALL SAFETY NORMS SUCH AS FIRE AND SAFETY REGULATION ACT AS APPLICABLE AT SITE.
- 15.3 CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RISK INVOLVED IN RESPECT OF THEIR PERSONNEL AND MATERIAL AT SITE AND ARRANGE PROPER INSURANCE COVERAGE AT HIS COST.
- 15.4 PERSONNEL DEPLOYED SHOULD BE MEDICALLY FIT TO WORK SHOULD POSSES GOOD CONDUCT AND DISCIPLINE, SHOULD HAVE NO PAST CRIMINAL RECORD AND SHALL MAINTAIN HIGH STANDARD DISCIPLINE, DECENCY AND DECORUM. PDIL RESERVES THE RIGHT AT ITS SOLE DISCRETION TO ASK FOR REPLACEMENT OF ANY PERSON EMPLOYED BY THE CONTRACTOR.

16.0 INSURANCE

NECESSARY INSURANCE AND OTHER BENEFITS LIKE ESI, PF, & LABOUR LICENCE, ETC.FOR WORKMEN SHALL BE THE BIDDER'S RESPONSIBILITY AND A COPY OF THE SAME HAS TO BE SUBMITTED BEFORE MOBILIZING THE WORKFORCE AT SITE. THEREFORE, THE WORKFORCE RESPONSIBILITY, IF ANY, SHALL ALSO BE BIDDER'S RESPONSIBILITY. ANY VIOLATION OF SUCH ACT/STATUTORY OBLIGATIONS SHALL BE THE ENTIRE RESPONSIBILITY OF THE CONTRACTOR. ANY DISPUTE WHAT SO EVER SHALL BE UNDER THE JURISDICTION OF THE DISTRICT COURT OF GAUTAM BUDH NAGAR (UP).

17.0 BREACH OF CONTRACT

IN CASE THE CONTRACTOR ABANDONS THE JOB AT ANY STAGE DURING THE CURRENCY OF THE CONTRACT, PDIL RESERVES THE RIGHT TO GET THE JOB COMPLETED THROUGH ANY OTHER MEANS/CONTRACTOR AT CONTRACTOR'S RISK AND COST.

18.0 ARBITRATION

ALL CASES OF DISPUTE ARISING DURING EXECUTION OF CONTRACT SHALL BE RESOLVED BY MUTUAL DISCUSSION OF PARTIES OPERATING THE CONTRACT. HOWEVER, IN EVENT AT FAILURE TO DO SO, MATTER SHALL BE REFERRED TO THE CHIEF EXECUTIVE OF PDIL WHO SHALL BE SOLE ARBITRATOR AND HIS AWARD SHALL BE BINDING ON BOTH PARTIES OPERATING THE CONTRACT.

19.0 LAW GOVERNING THE CONTRACT

THE CONTRACT SHALL BE GOVERNED BY THE LAW FOR THE TIME IN FORCE IN THE REPLUBIC OF INDIA.

20.0 JURISDICTION

CONTRACT SHALL BE DEEMED TO HAVE BEEN ENTERED INTO AT NOIDA AND ALL CASES OF ACTION IN RELATION TO THE CONTRACT SHALL, THEREFORE, BE DEEMED TO HAVE ASSIGNED WITHIN THE JURISDICTION OF GAUTAM BUDH NAGAR, (UP) AND VENUE OF ARBITRATION SHALL BE NOIDA/NEW DELHI.

- 21.0 FORCE MAJEURE:** NEITHER CONTRACTOR NOR PDIL SHALL BE CONSIDERED AT DEFAULT IN THE PERFORMANCE OF CONTRACTUAL OBLIGATIONS AS PER THE WORK ORDER UNDER REFERENCE AS LONG AS SUCH PERFORMANCE IS PREVENTED OR DELAYED FOR REASONS ATTRIBUTED TO 'FORCE MAJEURE' CONDITIONS SUCH AS EARTH QUAKE, FLOOD, EPIDEMICS, STRIKES/LOCK OUT ETC.

22.0 TERMINATION

IN THE EVENT OF UNSATISFACTORY PERFORMANCE, PDIL RESERVES RIGHT TO CANCEL PART OR WHOLE OF THE CONTRACT AND MAKE ALTERNATE ARRANGEMENT AT ANY TIME DURING CURRENCY OF CONTRACT ON RISK & COSTS OF BIDDER.

23.0 OTHERS

- 23.1 IF FOR ANY REASON WHATSOEVER ANY BIDDER WITHDRAWS HIS BID AT ANY TIME PRIOR TO EXPIRY OF THE VALIDITY PERIOD OR AFTER ISSUE OF LOI/ ORDER, FAILS OR FAILS TO REFUSES TO EXECUTE THE ORDER, THE AMOUNT OF EMD IS LIABLE TO BE FORFEITED
- 23.2 BIDDERS SHALL NOT BE ENTITLED TO CLAIM ANY COSTS, CHARGES, EXPENSES OR INCIDENTALS FOR OR IN CONNECTION WITH THE PREPARATION AND SUBMISSION OF THEIR BIDS EVEN THROUGH PROJECTS & DEVELOPMENT INDIA LIMITED MAY WITHDRAW THE ENQUIRY/TENDER OR REJECT ALL BIDS.
- 23.3 PDIL'S STANDARD PAYMENT TERMS IS WITHIN 30 DAYS AFTER RECEIPT, INSTALLATION AND ACCEPTANCE OF THE MATERIALS/SERVICES, PROVIDED PERFORMANCE BANK GUARANTEE IF STIPULATED IN THE ENQUIRY/TENDER IS SUBMITTED.

IN CASE ANY DEVIATION IN PAYMENT TERMS TAKEN BY TECHNICALLY QUALIFIED BIDDERS, APPROPRIATE LOADING @ 10.75% PER ANNUM (IT MAY VARY AS PER COMPANY'S POLICY FROM TIME TO TIME) SHALL BE LOADED WHILE ARRIVING AT LANDED COST TO BRING ALL THE OFFERS AT PAR.

- 23.4 IF THE SUPPLIER FAILS TO EXECUTE THE ORDER DURING STIPULATED TIME, PDIL SHALL BE AT LIBERTY TO PROCURE THE SAID MATERIAL/SERVICES FROM ALTERNATE SOURCE AT THE BIDDER'S COST AND RISK WITHOUT ASSIGNING ANY REASON THEREOF. IN THAT CASE, THE DIFFERENTIAL AMOUNT, (IF ANY) SHALL BE DEDUCTED FROM CONTRACTOR'S OTHER PENDING BILLS AND SECURITY DEPOSIT SHALL BE FORFEITED.
- 23.5 PDIL RESERVES THE RIGHT TO REJECT ANY OR ALL THE BIDS WITHOUT ASSIGNING ANY REASON WHATSOEVER AND DOES NOT BIND ITSELF TO ACCEPT THE LOWEST OR ANY OTHER BID. ALL BIDS IN WHICH ANY OF THE PRESCRIBED CONDITIONS ARE TO BE FULFILLED OR ARE INCOMPLETED IN ANY RESPECT ARE LIABLE TO BE REJECTED. PDIL IS AT LIBERTY TO TAKE ANY OF THE FOLLOWING ACTIONS IN CASE OF THIS ITB:
- A) TO CANCEL THE TENDER WITHOUT REFERENCE TO THE BIDDERS.
 - B) TO POSTPONE THE DUE DATE AND TIME.
 - C) TO SPLIT THE ORDER AMONGST THE BIDDERS FOR SMOOTH FUNCTIONING AND / OR COMPLETION OF WORK AS PER REQUIREMENT OF PDIL.

MEMORANDUM

- A) Description of Work : _____
- B) Earnest Money : _____
(Rupees _____ only)
- C) Time allowed for starting of work : From the date of issue of Letter of Intent

Should this tender be accepted, I / We hereby agree to abide by and fulfill all terms and conditions referred to above in default thereof, to forfeit and pay to the PDIL or its successors or its authorized nominees such sums of money as are stipulated to conditions contained in tender notice and other tender documents.

I / We hereby pay the Earnest Money of Rs. _____
(Rupees _____ only) in Bank Demand Draft No. _____ dated _____ issued by _____
(Name and office of the State Bank of India or any Nationalised Bank) payable drawn in favour of PROJECTS & DEVELOPMENT INDIA LTD., NOIDA.

If I / We fail to commence the work specified in the Memorandum above, or I / We agree that the PDIL or its successors without prejudice to any other right or remedy be at liberty to forfeit the said earnest money in full to execute an agreement or to start the work as stipulated in the tender document.

Dated the _____ day of _____ 2010.

WITNESS:

Name (in Block Letters)

Signature of tenders (s) with a seal of the firm

Address:

Date:

WITNESS:

Name (in Block Letters)

Name & Designation of authorized person signing the tender on behalf of tenderer (s)

Dated: Telephone No.
Mob. No:

Address:

Postal Address

Projects & Development India Ltd., NOIDA
Civil Engineering Department

ANNEXURE-V

Ref: Eng. No. 11/PNMM/E/3563/2009-10

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TECHNICAL SPECIFICATIONS AND SCOPE OF WORK
PART-I
FOR MODULAR PARTITION WORK AND SIDE STORAGE ALMIRAH

The Scope of work of Contractor specified in this Document shall includes but not be limited the following. The Scope of work consists of the requirement mentioned in this Document, enclosed Standard Specifications, Drawings, Schedule of Rates and as mentioned elsewhere. The entire work shall be carried out in accordance with relevant Technical Specifications and as per direction of and to the satisfaction of the Engineer-in-Charge / Owner. **WARRANTY: MINIMUM GUARANTEE / WARRANTY PERIOD WILL BE 12 MONTHS FROM THE DATE OF ACCEPTANCE OF INSTALLED SYSTEMS IN TOTALITY.**

(A) - MODULAR PARTITION WORK

The Scope of Work shall basically consists of following:-

1. Low Height partition with work station.
2. Full height partition with working desktop for executives.
3. Cabling work related to Power, Data/Lan , Telephone.

SPECIFICATIONS FOR MODULAR PARTITION WORKS

1.1 Work Stations

Modular partitions have work stations with following details:

Work stations shall be of size 1500 mm x 1500 mm x 1300 mm high,

Modular partition shall have minimum 52 mm thick pre-laminated partition panels of approved colour and shade. These partitions shall have same width power coated minimum 1.8 mm thick aluminium extruded inter connectable profile to match the profile of modular partitions. Each modular partition with level adjusting screws shall have connectors in form of 2 way, 3 way and 4 way connection poles of minimum 1.8 mm thick aluminium extruded sections used to connect modular partitions at right angles. Each partition shall have top rail of minimum 1.5 mm thick aluminium extruded section of minimum 52 mm width matching with the same profile of modular partition panels fixed on the top of the partition panel with the help of clamps. Modular partitions shall have two cable raceways, one to carry telephone and LAN cables and other to carry electrical cables. Cable raceways shall have aluminium extruded section matching with profile of partition panels along with aluminium extruded raceway cover plates of either side.

Modular partitions shall have MDF frame work with 9 mm pre-laminated particle board of approved colour / shade and brand fixed on both side to make the partition panel of required thickness.

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Each work station shall have following:

- a) Working top shall be of 25 mm thick pre-laminated particle board of approved colour / shade and brand with 2mm thick PVC edge banding. Working top shall be minimum of 600 mm wide placed at 750 mm height with curvature in the middle with dimensions as per sketches attached with NIT document.
- b) One side rack on 4 no. of rollers with three drawers made of the followings :
 - i) Size of rack shall be 400 mm x 500 mm x 600 mm high with all necessary fixtures such as handles / knobs and single multi-locking facility of approved shape and shade.
 - ii) Pre-laminated particle board of approved colour / shade and brand having minimum 18 mm thick for external box portion.
 - iii) Minimum 8 mm thick back panel and 12 mm thick pre-laminated board for drawers with 8 mm thick bottom panel. Side rack shall have post formed finish for top surface drawer fronts and doors.
- c) One no. 600 mm long and 550 mm high white magnetic board.
- d) One no. key board trays made of aluminium / 18 mm thick pre-laminated post formed particle board of approved colour / shade or powder coated metallic.
- e) One no. powder coated metallic CPU trolley.

1.2 Cabins / Conference chamber/ Utility Room:

Modular cabins of height upto ceiling (approx. 3300 mm high) shall be made as per layout sketch / drawing attached with NIT. Cabins / Conference chamber, made of minimum 52 mm thick pre-laminated semi glazed partition panels shall be with glazing as per Item specifications. Each cabin shall have 900 wide opening with entrance door as per item specification.

Each modular cabins shall be as mentioned in the Item specifications.

(B) - TECHNICAL SPECIFICATIONS FOR SIDE STORAGE ALMIRAH

The Scope of Work shall consist of providing and fixing Side Storage Almirah as per SOR for furnishing of 2nd Floor Western Wing of PDIL – Bhawan, Noida

Side storage Almirah

Side Storage Almirah with following details:

- a) Size of almirah shall be 900 mm X 450 mm X 1200 mm high with three shelves, and double leaf openable door with necessary fixtures and locking arrangement.
- b) Size of almirah shall be 1000 mm X 450 mm X 2100 mm high with five shelves, and double leaf openable door with necessary fixtures and locking arrangements.

Storage almirahs shall be made of pre-laminated 18 mm thick particle board of approved colour / shade and brand with edges duly post formed with minimum 6 mm thick back panel as per the drawing or as decided by Engineer-in-Charge.

Co-ordination of work:

To carry the above work the contractor /vendor will have to co-ordinate with different departments. These work will be the part of the scope of the work and nothing extra will be paid in lieu of it.

The different works involved to which co-ordination is required are as follows:-

- i) With electrical to freeze the wiring layout and cable entry point.
- ii) With Computer for LAN cable entry point.
- iii) With Instrument for Telephone entry point.
- iv) With civil to get the work as required for above subject work.

Note:

- 1. Bidders shall submit the drawing of Almirah along with the bid for approval.**
- 2. Bidder shall submit the details of locking arrangement and their make for approval.**
- 3. Bidder shall submit any proposal regarding any alternate method of arrangement other than above with full detailed drawing and related technical specification for approval.**

DOCUMENT NO: **4001-MOD-TS-0802.**

TECHNICAL SPECIFICATIONS AND SCOPE OF WORK
PART-II
FOR POWER SUPPLY DISTRIBUTION SYSTEM FOR MODULAR PARTITION WORK

1.0 GENERAL

- 1.1 The specification covers the supply, installation, testing & commissioning of Electrical Works required for the Modular Seating Arrangement at 2nd floor of PDIL Bhawan, Noida.
- 1.2 Work shall be executed as given in this tender document and as required at site whether specially shown or not. The bidder shall carry out and complete the work under this contract in every respect in conformity with the contract documents and as per directions and to the satisfaction of the Engineer-in-charge.

2.0 SCOPE OF WORK

- 2.1 The scope of work shall consist of distribution of 230 V single phase UPS Power Supply from suitably located UPS JB (to be provided at one point), and 230 V single phase Raw Power Supply from existing power socket outlets installed at various locations in the hall to user points (switch socket outlets) at each seat in the modular spaces.
- 2.2 The cabling from UPS JB to these user points shall be taken through PVC conduits and raceways provided in the modular frames. The conduits shall be taken in concealed manner.
- 2.3 Modular type switch socket outlets having 3 Nos. plug sockets with safety shutter and 1 No. controlling switch shall be provided for UPS Power Supply to each seat for computer connection in modular spaces.
- 2.4 Modular type switch socket outlets having 1 No. plug socket with safety shutter and 1 No. controlling switch shall be provided for Raw Power Supply to each seat for Raw Power usage in the modular space.
- 2.5 Power supply connection (phase and neutral) to each group of modular switch socket outlet i.e. for UPS power and raw power shall be done with 4 sq. Mm PVC insulated stranded copper wire. Earthing connection of the switch shall be done with 1 sq. mm. PVC stranded copper wire.

3.0 SWITCHES AND PLUG SOCKETS

Modular type switch socket outlets and controlling switches shall be of following types:

- a) Each Switch Socket Outlet for UPS Power shall be provided with 3 Nos. Socket Outlets with Safety Shutter each one of Modular type 10 A Multi Sockets having 3 pins round and 2 pins flat similar to Roma model type 30373 and one No. Switch of modular type 10 A, 1- way similar to Anchor model 21011 for controlling all the 3 Nos. socket outlets. These three socket outlets and 1 No. Switch shall be mounted on a modular mounting plate, internal wiring shall be done with 2.5 sq. mm stranded copper conductors PVC insulated cable and fixed on the raceway of the cabin with appropriate hard wares after making cut out of suitable size on the raceway.
- b) Each Switch Socket Outlet for raw power shall be provided with 1 No. Socket Outlet with safety shutter of modular type 10 A Multi Socket having 3 pins round and 2 pins flat similar to Anchor Roma Model type 30373 and 1 No. Switch of Modular type 10 A, 1-way switch similar to Anchor Model 21011 for controlling the above socket outlet. Switch and socket shall be mounted on a modular mounting plate, internal wiring shall be done with 2.5 sq, mm. stranded copper conductor PVC insulated cable and fixed on the raceway of the cabin with appropriate hard wares after making cut out of suitable size on the raceway.

4.0 PVC HEAVY DUTY CONDUIT

- 4.1 Heavy duty conduits and its jointing accessories shall be used for drawing the cables. These conduits and accessories shall conform to IS-9537 (Part-III). The interiors of these conduits shall be free from any obstruction. These conduits shall be circular in cross section of size 25 mm. dia. Conduits shall be laid either concealed in walls and floors or partly on surface as required.

5.0 CABLES & CABLING

- 5.1 All cables and wires to be supplied shall conform to Indian Standard IS-694 and other relevant IS referred therein..

Cables shall be of following types & size:

- i) 660 V grade single core 4 sq. mm Stranded Copper conductor cable with PVC insulation type A of colours Red, Yellow, Blue & Black for three phases and neutral for 15 A Switch Sockets of AC point.
- ii) 660 V grade single core 1 sq. mm Stranded Copper conductor cable with PVC insulation type A of colours Green for earthing.
- iii) 660 V grade single core 2.5 sq. mm Stranded Copper conductor cable with PVC insulation type A for wiring for switch sockets for UPS/Raw Power.

- 5.2 All cables shall be works tested prior to despatch at site. Vendor shall submit routine TC for cables.

5.3 Drawing of cable through conduits

- 5.3.1 The drawing of cables shall be done with due consideration to the following precautions:

No cable shall be drawn into any conduit until all work of any nature that may cause injury to cable is completed. Care shall be taken in pulling the cable so that no damage occurs to the insulation of the cable. Screwed buses shall be provided at conduit terminations. Before the cables are drawn into the conduits, conduits shall be thoroughly cleaned of moisture, dust, dirt or any other obstruction by forcing compressed air through the conduits, if necessary.

5.4 Termination/ Jointing of Cables

- 5.4.1 Sub circuit wiring shall be carried out in looping system. Joints shall be made only at distribution board terminals, switches and socket outlets. No joints shall be made inside conduits or junction/ draw/ inspection boxes. Switches controlling plug socket outlets shall be connected in the phase wire of the final sub circuit only. Switches shall never be connected in the neutral wire.

- 5.4.2 Wiring conductors shall be continuous from outlet to outlet. Joints where unavoidable, due to any special reason shall be made by approved connectors. Specific prior permission from Engineer-in-charge in wiring shall be obtained before making such joint.

- 5.4.3 Insulation shall be shaved off for a length of 15 mm at the end of wire like sharpening of a pencil and it shall not be removed by cutting it square or wringing.

5.5 Load Balancing

Balancing of circuits in three-phase installation shall be planned before the commencement of wiring and shall be strictly adhered to. Wiring shall be done as per the wiring diagram provided by PDIL.

5.6 Colour Code of the Conductors

Colour code shall be maintained for the entire wiring installation—red, yellow and blue for the three phases, black for neutral and Green for earth.

6.0 MAKE OF ITEMS

Items shall be one of the following makes.

1. MODULAR SWITCH SOCKET OUTLETS – ANCHOR ROMA/ EQUIVALENT
2. HEAVY DUTY PVC CONDUIT – AKG/ FINOLEX/ PRAKASH/ PLAZA
3. CABLES & WIRES – FINOLEX/ ANCHOR/ PLAZA/ HAVELL'S

Sample of all items to be supplied, shall have to be got approved by the owner before making bulk supply.

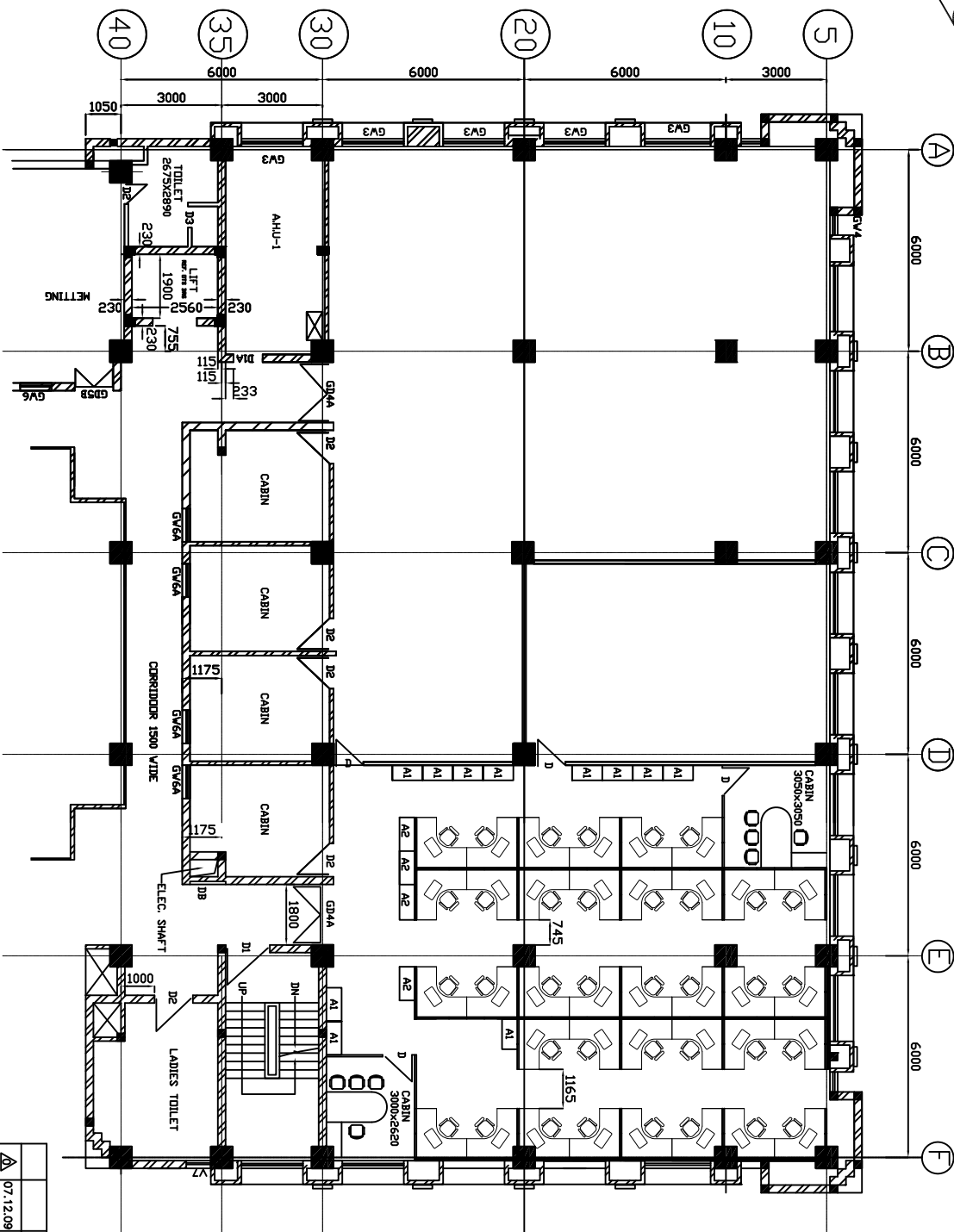
7.0 TESTS AND INSPECTION

All the items supplied shall be subjected to routine tests as per relevant standards at works before supply in presence of purchaser's representative if so desired. However, the complete power supply distribution system shall be subjected to all tests as per relevant standards in presence of purchaser's representative at site after installation for acceptance. All test results and test certificates shall be submitted to the purchaser. These tests however shall not absolve the vendor from his responsibilities of supplying quality material and services.

SCHEDULE OF COMPLETION OF WORKS**ENQUIRY NO.: 11/PNMM/E/3563 /2009-10 DATED 23 .02.2010****NAME OF BIDDER:****OFFER NO.:.....****ITEM:** SUPPLY & INSTALLATION OF MODULAR OFFICE PARTITION WITH SITTING UNIT/ CHAIRS INCLUDING POWER, DATA/LAN AND TELEPHONE CABLING WORK AT 2ND FLOOR WEST WING OFFICE HALL IN PDIL BHAWAN, A-14, SECTOR-1, NOIDA, UP.**(BIDDER SHALL FURNISH THE BREAK-UP SCHEDULE OF FOLLOWING ACTIVITIES):**

| Sl.No. | Description | Period (TO BE FILLED BY THE BIDDER.) |
|---------------|----------------------------------------------------------------------------------|-------------------------------------------------------|
| 1 | Site Visit & collection of Data. | |
| 2 | Submission of Layout Drawing for approval | |
| 3 | Schedule of supply of materials. | |
| 4 | Schedule of erection of modular partitions | |
| 5 | Schedule of erection / connection of electrical / LAN / Telephone lines / cables | |
| 6 | Schedule of testing of all connections / fittings | |
| 7 | Final submission | |

AUTHORISED SIGNATORY OF THE BIDDER
DESIGNATION
DATE:



SECOND FLOOR PLAN

TENDER DRAWING

NOTE:-

1. ARRANGEMENT AND DIMENSIONS SHOWN IN THIS DRAWING ARE TENTATIVE AND FOR GUIDENCE PURPOSE ONLY THE BIDDER SHOULD GET THESE VERIFIED AS PER ACTUAL SITE CONDITION.

LEGENDS:

1. TOTAL SITTING ARRANGEMENT - 36 NOS.
2. FULL HEIGHT CABIN - 2 NOS.
3. A1(ALMIRAH)-1000X450X2100 - 11 NOS.
4. A2(ALMIRAH)-900X450X1200 - 4 NOS.

NOTES:

1. ALL DIMENSIONS ARE IN MM & TENTATIVE
2. DO NOT SCALE THE DRAWING

| | | | |
|-----------|-------------------------------------------------------------------------|----------|----------|
| DATE | 07.12.09 | REVISION | REVISION |
| CLIENT | PDI, NOIDA | ISMR | AKS |
| LOCATION | PDI BHAVAN AT PLOT NO.14, SECTOR-1, NOIDA | PPD. | CKD. |
| TITLE | ADDITIONAL MODULAR SITTING ARRANGEMENT IN SECOND FLOOR PLAN (WEST PART) | REV. | APPD. |
| DRG. No.: | PNGV/3915/001 | SHEET | 1 OF 1 |
| FILE | C:\N29\ISMR\PDI\PNGV\3915\001 | SCALE | 1 : 100 |

PROJECTS & DEVELOPMENT INDIA LTD.
NOIDA

GENERAL DIRECTION AND CONDITIONS OF CONTRACT IN LINE WITH SCOPE OF WORK & TECHNICAL SPECIFICATION:

- 1.0 Each tenderer must satisfy themselves fully of the conditions under which the materials and services are to be supplied/ rendered before submitting the tender. The prospective tenderer should carefully examine all the informations as may be furnished to them in writing from time to time and should fully acquaint of official regulations at the site of work. Failure to comply with the above requirements will not relieve a tenderer of his obligation in the event of his tender being accepted. Unless otherwise specifically stated, it will be assumed that the terms and conditions specified in the "Invitation to Tender" are accepted by the tenderer without reservations.

TENDERER SHOULD NOTE THAT, THE MODULAR PARTITION WORK IS ALREADY IN PLACE AT VARIOUS FLOORS OF THE PDIL BHAWAN.

TENDERER MUST VISIT THE SITE AND SHOULD ACQUAINT HIMSELF OF THE SITE CONDITIONS AND SHOULD NOTE THAT THE PARTITION WORKS HAS TO BE SIMILAR TO WHAT IS ALREADY IN PLACE AT THAT FLOOR/WORKS.

- 2.0 In case of discrepancy between the descriptions of the items in schedule of rates, specifications, drawings and other tender documents, the decision of PDIL in writing shall be final, binding and conclusive for the purpose of this contract.

- 3.0 Conditional tenders are likely to be rejected.

- 4.0 The contractor shall keep a competent authorized representative and necessary assistant on his work during its progress. The representative shall represent the contractor in his absence and all directions given to him shall be binding as if given to the contractor. In no case the authorized representative can refuse to receive the instructions. The contractor shall give efficient supervision to the work, using his best skill and attention.

The drawing attached with the tender is for reference only. The Contractor has to verify the drawing as per the available actual layout and submit the revised layout drawing within 5 days of the award of the work. No extra payments shall be admissible for change in the actual layout / dimensions etc.

If the contractor in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locations, or any errors or omissions in drawings in the layout as given by points and instructions, it shall be his duty to immediately inform the Engineer- in Charge & shall promptly verify the same. Further work done after such discovery, will be contractor's risk and nothing extra will be paid on such account. Neither party shall employ or hire any employee of the other party without the consent of Engineer-in-charge.

- 5.0 Work shall be done at normal working hours only. However work shall be done after normal office hours or on off days/ holidays at the places where work cannot be done during normal office hours for which no extra payment shall be made. PDIL solely at their own discretion may permit to work beyond normal hours/ holidays, for which no extra payment shall be allowable to the contractor. The contractor shall at his own expenses make all arrangements of temporary lights etc. required to carry out his work. However, written approval shall have to be taken from authorized representative of PDIL to carry out such work.

- 6.0 Wherever so required by PDIL, samples of materials of work shall have to be produced and get approved before proceeding for execution. Wherever samples have been approved, the same shall be retained by PDIL and no payment will be made to contractor on this account.

- 7.0 The tenderers may note that this tender is valid up to 90 days after date of opening of tender and if the work order is placed during the above period the tenderer shall be bound by the terms, conditions and rates quoted by him in his tender till the completion of works.

8.0 CONDITION OF PAYMENTS

On Account Payment- The Contractor shall be entitled to be paid fortnightly for

- a) The completed portion of the work according to the bill prepared by the contractor and duly certified by PDIL. Final bill will be prepared and submitted by the contractor after completion of the total work..
- b) On Account payment not prejudicial to final settlement- 'On Account' payment made to the contractor shall be without prejudice to the final making up of the account and shall in no respect be considered or used as evidence of any facts stated in or to be referred from such accounts nor of any particular quantity of work having been executed nor of the manner of its executions being satisfactory.

9.0 WITHHELD OF PAYMENT

PDIL may withheld or on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect itself from loss of account of necessary to protect itself from loss on account of:

- a) Defective work not remedied.
- b) Failure of the contractor to make payments properly to sub-contractors or for materials or for labour.
- c) Damage to another contractor/or PDIL property.
- d) A reasonable doubt that the contract cannot be completed for the balance then unpaid.
- e) Claims filed for reasonable evidence indicating probable filing of claims.

10.0 COMPLETION CERTIFICATE

On completion of the work, the contractor shall furnish a certificate issued by the Engineer-in Charge of such completion but no such certificate shall be issued nor shall work be considered to be complete till the contractor have removed all temporary hoarding, structures, stores, offices etc of which he may have had possession or use for the purpose of the executing thereof, nor until the work shall have been measured by the Engineer in charge whose measurements shall be binding upon the contractor and conclusive against the contract. If the contractor shall fail to comply with the requirement of this clause before the date fixed for the completion of the work, the PDIL may at the expense of the contractor shall remove such materials and dispose of the same, as he thinks fit and the contractor shall forthwith pay the amounts of all expenses so incurred, and shall have no claim in respect of any such material as aforesaid except for any sum actually realized by the sale thereof.

11.0 USE OF COMPLETED PORTIONS

The PDIL have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed acceptance of any work not completed in accordance with the contract document.

12.0 REJECTIONS

Materials rejected by PDIL shall be immediately removed with the knowledge of the Engineer-in-Charge from the site. If it is not removed within the specified time, PDIL reserves the right to remove the same and deduct the expenditure incurred from the contractor's bill. PDIL shall not be responsible for deterioration of or damage to the materials under any circumstances whatsoever.

13.0 PRIORITY OF JOBS

The priority for taking up job in different items of work/ section/ area will rest with PDIL and contractor shall follow the instructions given by PDIL in this regard.

14.0 RATES FOR EXTRA ITEMS

Rates for additional, altered or substituted work shall be determined by the Engineer-in-Charge as follows:-

- (a) If the rate for the additional, altered or substituted item of work is not specified in the said schedule of quantities, the rate of that item shall be derived from the rate for the nearest similar item specified therein.
- (b) If the rate for any altered, additional or substituted item of work is not specified in the said schedule of quantities, the rate of that item shall be derived from the rate for the nearest similar item specified therein.
- (c) If the rate for any additional, altered or substituted item of work can not be determined in the manner specified in sub para (a) & (b), the contractor shall within 7 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-Charge of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed by the rate of labour and materials. In the event of the contractor failing to inform the Engineer in Charge within the stipulated period of time and rate which he proposes to claim, the rate for such item shall be determined by the labour and materials and quantum of labour and materials as per actual observation, provided all these elements are justifiable, plus 15% to cover the contractor's profit and over head.
- (d) If any altered, additional or substituted item of work ordered comprises of more than one part/ sub item and each part/sub item could be priced in different manners according to the principles laid in sub para (a) to (d) the decision of the Engineer-in-Charge as the appropriate principle of pricing applicable to the particular part/sub item shall be final.
- (e) No deviation from specifications stipulated in this contract shall be made or additional items of work shall be carried out by the contractor unless the rates of such substituted, altered or additional items have been approved in writing by the Engineer-in-Charge failing which PDIL shall not be liable to pay any claim on this account.

15.0 SCOPE OF WORK

The description as given in schedule of rates is only to give a preliminary idea about the scope of work and they do not limit the scope of these descriptions only. Hence all other parts of the tender documents like preamble to schedule of rates, general conditions of contract etc. shall be considered for the actual scope of work.

15.1 FOR MODULAR PARTITION WORK WITH SITTING AND STORAGE/ ALMIRAH (GENERAL)

The modular partition works and storage/almirah shall include the main items of works as mentioned in S.O.R. (Schedule of Rates)

The scope of work shall also include any other item of work required to complete the work in all respects as per manufacturer's specifications, drawings and instruction of Engineer-in-Charge whether specifically mentioned or not in the tender document.

16.0 CODE AND STANDARDS AND TECHNICAL SPECIFICATIONS/ MANUFACTURER SPECIFICATION

- 16.1 The standard of materials and workmanship, unless otherwise stated shall be in accordance with CPWD specifications latest OR as per manufacturer's specifications.
- 16.2 The works also comply with relevant Indian Standard Code of Practice (latest) and local governing laws wherever they are more stringent than those listed in CPWD specifications OR as per manufacturer's specifications.
- 16.3 In case the materials not completely in accordance with these specifications must previously be got approved by the Engineer in Charge.
- 18.4 Technical specification for modular partition work shall be as described in the scope of work in Annexure-V, PART-I attached herewith.

PREAMBLE TO SCHEDULE OF QUANTITIES

1. The schedule of Rates shall be read in conjunction with general conditions of contract, special condition of contract, technical specifications, drawings and Engineer in charge has the reservation of the right to change the size and type of sections at any time. The schedule of rates is based on estimated quantities only. Due to changes in the quantity of work and/ or additional items, the contract price can vary without any change in the overall rates and the time of completion. Quantity of individual items may be deleted altogether. Contractor shall not be entitled for any compensation for such variations and deletion as long as final price based on certified final quantities is within the stipulated variation limit of plus or minus **30%** of above contract price.
2. The plans have been evolved tentatively based on information available with Engineer in charge but the dimensions and details etc. are liable to changes. The tenderer shall not be entitled to claim by higher rate of compensation on this account. The drawings are intended mainly to give an indication of the probable type of construction. The successful tenderer will however, be required to execute the work as per detailed approved drawings issued to them from time to time. PDIL reserves the right to add /delete any of the building/modular partition works mentioned in the NIT during the currency of the contract.
3. The tenderer shall be fully responsible for the correct setting out and execution of the work in accordance with approved drawing, All tools, tackles, construction equipments etc. shall be responsibility of the tenderer.
4. Prior approval of E.I.C. shall have to be obtained for changing the sections due to non-availability of certain sections.
5. The quantities given in the schedule of rates are approximate and are given only for the guidance for quoting rates. Payments on bills shall, however, be made on actual measurements of quantities of work done as per approved drawings. Unless otherwise specified, measurement of quantities shall be taken as per Indian Standard IS: 1200. The Completed portion of work shall be considered for the payment. It may be noted that the SOR items are bifurcated in Supply and Erection for Tax calculations only.
6. The rates or % rates to be inserted in the "Schedule of Rates" are to be fully inclusive of the value of the work described under several items including all costs and expenses, which may be required in and for the construction of the work described together with all taxes, general risks, liabilities and obligations (e.g. temporary building, fencing, watching, lighting, insurance, labour regulations, indemnity, maintenance and the like). The prices are to be inclusive of all labour, materials, tools, plants, equipments, hoists, tackles, scaffoldings, and the sundries etc as may be necessary for the full and entire completion of the work in all respects.
7. The quoted rates shall be applicable for all floors, heights, depths etc. except otherwise stated clearly in the description of items and nothing extra shall be paid to the contractor on this account.
8. Materials: The procurement of all materials shall be the responsibility of the contractor unless otherwise stated in the "Schedule of Rates" and elsewhere in the tender documents. The quality of the materials procured by the contractor shall be subject to the approval of Engineer-in charge or his authorized representative before the materials to be procured by the contractor shall be in conformity with the CPWD specification and in the absence of which as laid down in the relevant IS codes.
9. Transport of all materials shall be the contractor's responsibility and it shall be at their own risk and cost.

23. Wherever in the tender document the term "Schedule of Quantities or Bill of Quantities" comes, it may be read as "Schedule of Rates".
24. The tender drawings / sketches have been evolved tentatively based on information available, but minor changes in dimensions may occur during execution stages. The drawing is intended mainly to give an indication for the type & nature of job. The contractor has to submit the Actual layout drawing after award of contract for approval by PDIL at no extra cost. The tenderer shall not be entitled to claim any higher rate or compensation on this account.
25. The rate shall include the cost of all materials and all labour required to complete the entire job including all taxes, duties, octroi etc. The rates shall remain firm during execution of the job & during entire contract period. No price escalation shall be permitted during entire contract period.
26. PDIL reserves the right to execute the entire job or job for Part-A (Modular Partition Works) and Part: B (Side Storage).
27. It will be the responsibility of the contractor to complete the work in all respect and make it functional.

Ref: Enq. No. 11/PNMM/E/3563/2009-10

ITEM: Supply & Installation of Modular Office partition with sitting unit/ Chairs including Power, Data/LAN and Telephone cabling work at 2nd floor west wing office hall in PDIL Bhawan, Noida.

SCHEDULE OF RATES FOR MODULAR OFFICE PARTITION WORK

| SL. NO. | DESCRIPTION | UNIT | QTY. | SUPPLY PART | | ERECTION PART. | |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|------------------|--------------|-----------------|--------------|
| | | | | UNIT RATES (RS.) | AMOUNT (RS.) | UNIT RATE (RS.) | AMOUNT (RS.) |
| 1.0 | <p>Providing laying and fixing of minimum 52 mm thick pre-laminated modular partitions of 1300 mm height with</p> <p>i) Powder coated minimum 1.8 mm thick aluminium extruded inter connectable profile to match the profile of modular partitions,</p> <p>ii) 2 way, 3 way and 4 way connectors of 1.8 mm or more thick aluminium extruded profile,</p> <p>iii) Top rail of minimum 1.5 mm thick aluminium extruded section of same profile fixed to the panel with specially designed clamps,</p> <p>iv) Two cable carrying raceway at least 300mm apart one for carrying UPS/Power cables & other for carrying LAN / Data/Telephone cables of aluminium extruded recess with two cover plates cover on either side within the partition thickness or through openable side covers. It should be approachable from both sides.</p> <p>v) Internal core frame work of requisite thickness faced with minimum 9 mm thick pre-laminated particle board / MDF of approved colour / shade and brand on both side. Modular partitions shall have level adjusting screws. Working top shall be of minimum 600 mm wide of 750 mm height with curvature at the middle made of 25 mm thick pre-laminated particle board with PVC edge banding of approved colour / shade and of approved brand.</p> <p>a) Modular partitions shall be of two types:</p> <p>i) Partition for first type of workstation shall be of 1800 mm x1800 mm size.</p> <p>ii) Partition for second type of workstation shall be of 1500 mm x 1500 mm size. Height of partitions for all two types of workstations shall be of 1300 mm. Each workstation shall have one number 600 mm long x 550 mm high white magnetic board, one side drawer box of 400 mm wide x 500 mm depth of min 600 mm height with three drawers with fixtures such as handles / job, single multi-locking facility of approved shape and make, Plastic Pencil Tray etc., the tray for computer key board made up of 18 mm thick pre-laminated board with PVC edge banding or powder coated sheet metal with telescopic slides, powder coated CPU trolley. Thickness of pre-laminated particle board for work top shall be 25 mm and for keyboard & drawer units shall be 18 mm and finished with PVC edge banding. Work shall be carried out with all details as per specifications and sketches attached & as directed by Engineer-in-charge.</p> | | | | ----- | | ----- |

(SIGNATURE OF BIDDER WITH STAMP)

Ref: Enq. No. 11/PNMM/E/3563/2009-10

ITEM: Supply & Installation of Modular Office partition with sitting unit/ Chairs including Power, Data/LAN and Telephone cabling work at 2nd floor west wing office hall in PDIL Bhawan, Noida.**SCHEDULE OF RATES FOR MODULAR OFFICE PARTITION WORK**

| SL. NO. | DESCRIPTION | UNIT | QTY | SUPPLY PART | | ERECTION PART. | |
|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|------------------|--------------|-----------------|--------------|
| | | | | UNIT RATES (RS.) | AMOUNT (RS.) | UNIT RATE (RS.) | AMOUNT (RS.) |
| 1.0 a). | TYPE: A workstations as per size:1800mm x 1800mm x 1300mm size. | No. | 1 | | | | |
| 1.0 b). | TYPE: B workstations as per size: 1500mm x 1500mm x 1300mm size. | No. | 35 | | | | |
| 2.0 | <p>Providing, laying and fixing cabins of 3000 x 3000 x 1650 mm height with minimum 52mm thick pre-laminated semi glazed modular partitions with glazing up to Ceiling (approx.1800 mm above bottom 1650mm) at top with 5 mm thick plain glass along with</p> <p>i) Power coated minimum 1.8 mm thick aluminium extruded inter connectable profile to match the profile of modular partitions,</p> <p>ii) 2way, 3 way and 4 way connectors of minimum 1.8 mm thick aluminium extruded profiles to join partitions at right angles,</p> <p>iii) Top rail of minimum 1.5 mm thick aluminium extruded section of same profile fixed to the panel with specially designed clamps,</p> <p>iv) Two cable carrying raceway at least 300mm apart one for carrying UPS/Power cables & other for carrying LAN / Data/Telephone cables of aluminium extruded recess with two cover plates cover on either side within the partition thickness or through openable side covers. It should be approachable from both sides.</p> <p>v) Internal core frame work of requisite thickness faced with minimum 9 mm thick pre-laminated particle board / MDF of both sides of approved colour / shade and of approved brand</p> <p>vi) Free standing working table shall be 1800 x 900 x 750 mm height with 25 mm thick pre-laminated board with PVC edge banding, of approved colour / shade & brand with front side closed,</p> <p>vii) One side rack of 400 x 900 x min 600 mm height with sliding shutters and two drawers along with fixtures, such as handles / nobs, locking arrangement of approved shape and make etc.</p> <p>viii) One white magnetic board of 600 x 550 mm,</p> <p>ix) tray for computer key board with 18 mm thick pre-laminated board with PVC edge banding or powder coated CPU trolley.</p> <p>x) Each cabin shall have 900 mm wide opening with glazed openable door with frame of Power coated minimum 1.8 mm thick aluminium extruded inter connectable profile to match the profile of modular partitions for entrance.</p> <p>xi.) Door shall have tower bolt, lock and handle, door closer, Hinges, rubber & Aluminium beading with all fixing arrangement complete in all respect and functional.</p> | Each | 2 | | | | |
| TOTAL COST OF ITEMS IN SL. NO. 1.0 TO 2.0 ABOVE | | | | | | Rs. | Rs. |

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Ref: Enq. No. 11/PNMM/E/3563/2009-10

ITEM: Supply & Installation of Modular Office partition with sitting unit/ Chairs including Power, Data/LAN and Telephone cabling work at 2nd floor west wing office hall in PDIL Bhawan, Noida.

SCHEDULE OF RATES FOR MODULAR OFFICE PARTITION WORK

| | | SUPPLY PART | ERECTION PART |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------|
| 3.0 | TAXES & DUTIES | - | |
| 3.1 | <u>CENVAT</u> : (Excise duty to be shown extra only incase document enabling PDIL to claim CENVAT benefit shall be submitted by the supplier along with their invoice.) | | |
| 3.1.1 | EXCISE DUTY @% | | |
| 3.1.2 | SERVICE TAX @10.3% (ON ERECTION PART ONLY) | | |
| 4.0 | VAT @ % (ON SUPPLY PART ONLY) | | |
| 5.0 | OCTROI, TRANSIT INSURANCE, TRANSPORTATION CHARGES | INCLUDED | INCLUDED |
| 6.0 | ALL OTHER TAXES & DUTIES | INCLUDED | INCLUDED |
| | TOTAL COST OF ITEMS INCLUDING TAXES & DUTIES IN SL. NO. 1. TO 6.0 ABOVE | Rs. | Rs. |
| GRAND TOTAL COST FOR MODULAR OFFICE PARTITION WORK (SUPPLY + ERECTION) INCLUDING ALL TAXES & DUTIES MENTIONED IN SL.NO.1.0 TO 6.0 ABOVE IN FIGURES: | | Rs. | |
| GRAND TOTAL COST FOR MODULAR OFFICE PARTITION WORK (SUPPLY + ERECTION) INCLUDING ALL TAXES & DUTIES MENTIONED IN SL.NO.1.0 TO 6.0 ABOVE IN WORDS: | | Rupees..... | |

(SIGNATURE OF BIDDER WITH STAMP)

Ref: Enq. No. 11/PNMM/E/3563/2009-10

ITEM: Supply & Installation of Modular Office partition with sitting unit/ Chairs including Power, Data/LAN and Telephone cabling work at 2nd floor west wing office hall in PDIL Bhawan, Noida.

SCHEDULE OF RATES FOR FURNITURE WORKS

| SL. NO. | DESCRIPTION | UNIT | QTY. | RATES (RS.) | AMOUNT (RS.) |
|-------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|-------------|--------------|
| 1.0 | Supply of Side Storage Almirah made of prelaminated 18 mm thick particle board with edges duly post formed of approve colour / shade and of approved brand with minimum 8 mm thick back panel as directed by Engineer-in-Charge / as per technical specifications : | --- | --- | --- | --- |
| 1.1 | 900 mm x 450 mm x 1200 mm high with three shelves | Nos. | 4 | | |
| 1.2 | 1000 mm X 450 mm X 2100 mm high with five shelves. | Nos. | 11 | | |
| | TOTAL COST OF ITEMS IN SL. NO. 1.0 TO 1.2 ABOVE | | | | Rs. |
| 2.0 | TAXES & DUTIES | | | | |
| 2.1 | CENVAT: (Excise duty to be shown extra only incase document enabling PDIL to claim CENVAT benefit shall be submitted by the supplier along with their invoice.) | | | | |
| 2.1.1 | EXCISE DUTY @% | | | | |
| 3.0 | VAT @..... % | | | | |
| 4.0 | OCTROI, TRANSIT INSURANCE, TRANSPORTATION CHARGES | | | | INCLUDED |
| 5.0 | ALL OTHER TAXES & DUTIES | | | | INCLUDED |
| | GRAND TOTAL COST OF ITEMS INCLUDING TAXES & DUTIES IN SL. NO. 1.0 TO 5.0 ABOVE IN FIGURE: | | | | Rs. |
| GRAND TOTAL COST OF ITEMS INCLUDING ALL TAXES & DUTIES MENTIONED IN SL.NO.1.0 TO 5.0 ABOVE | | | | | |
| IN WORDS: (Rupees.....) | | | | | |

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PROJECTS & DEVELOPMENT INDIA LIMITED, NOIDA.
MATERIALS MANAGEMENT DEPARTMENT

ANNEXURE- VIII (C)

Page- 1 /1

Ref: Enq. No. 11/PNMM/E/3563/2009-10

ITEM: Supply & Installation of Modular Office partition with sitting unit/ Chairs including Power, Data/LAN and Telephone cabling work at 2nd floor west wing office hall in PDIL Bhawan, Noida. .

SCHEDULE OF RATES FOR SITTING UNIT/CHAIRS

| SL.NO. | DESCRIPTION | UNIT | QTY. | RATES (RS.) | AMOUNT (RS.) |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|-------------|--------------|
| 1.0 | Supply of Sitting Unit / Chairs For Modular Structure. Colour of fabric: 'PACIFIC BLUE' Model No.-DC-0131 OF "DELITE" or equivalent. | Nos. | 44 | | |
| 2.0 | TAXES & DUTIES: | | | | |
| 2.1 | <u>CENVAT:</u> (Excise duty to be shown extra only incase document enabling PDIL to claim CENVAT benefit shall be submitted by the supplier along with their invoice.) | | | | |
| 2.1.1 | EXCISE DUTY @% | | | | |
| 3.0 | VAT @..... % | | | | |
| 4.0 | OCTROI, TRANSIT INSURANCE, TRANSPORTATION CHARGES | | | | INCLUDED |
| 5.0 | ALL OTHER TAXES & DUTIES | | | | INCLUDED |
| | GRAND TOTAL COST FOR SITTING UNIT/CHAIRS INCLUDING ALL TAXES & DUTIES MENTIONED IN SL.NO.1.0 TO 5.0 ABOVE | | | | |
| | IN FIGURES: | | | | Rs. |
| | GRAND TOTAL COST FOR SITTING UNIT/CHAIRS INCLUDING ALL TAXES & DUTIES MENTIONED | | | | |
| | IN SL.NO.1.0 TO 5.0 ABOVE IN WORDS: (Rupees.....) | | | | |

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PROJECTS & DEVELOPMENT INDIA LIMITED, NOIDA.
MATERIALS MANAGEMENT DEPARTMENT

ANNEXURE- VIII(D)

Page- 1 /1

Ref: Enq. No. 11/PNMM/E/3563/2009-10

ITEM: Supply & Installation of Modular Office partition with sitting unit/ Chairs including Power, Data/LAN and Telephone cabling work at 2nd floor west wing office hall in PDIL Bhawan, Noida.

SCHEDULE OF RATES FOR ELECTRICAL WORKS.

| SL. NO. | DESCRIPTION | UNIT | QTY | SUPPLY PART | | ERECTION PART | |
|---------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|------------------|--------------|-----------------|--------------|
| | | | | UNIT RATES (RS.) | AMOUNT (RS.) | UNIT RATE (RS.) | AMOUNT (RS.) |
| 1.0 | Point wiring for switch socket outlets for UPS supply complete with supply of conduits, wires, switch and sockets, hard wares, labour and other materials required to complete the point as per the enclosed Technical Specification 4001-MOD-TS-0802. Point wiring shall be considered right from UPS DB to the individual point. | Nos. | 42 | | | | |
| 2.0 | Point wiring for switch socket outlets for Raw Power supply complete with supply of conduits, wires, switch and sockets, hard wares, labour and other materials required to complete the point as per the enclosed Technical Specification 4001-MOD-TS-0802. Point wiring shall be considered right from 15 A switch socket outlets available nearby to the individual point. | Nos. | 22 | | | | |
| | TOTAL COST OF ITEMS IN SL. NO. 1.0 TO 2.0 ABOVE | | | | Rs. | | Rs. |
| 3.0 | TAXES & DUTIES | | | | | | |
| 3.1 | <u>CENVAT:</u> (Excise duty to be shown extra only incase document enabling PDIL to claim CENVAT benefit shall be submitted by the supplier along with their invoice.) | | | | | | |
| 3.1.1 | EXCISE DUTY @% | | | | | | |
| 3.1.2 | SERVICE TAX @10.3% (ON ERECTION PART ONLY) | | | | | | |
| 4.0 | VAT @..... % (ON SUPPLY PART IF ANY) | | | | | | |
| 5.0 | OCTROI, TRANSIT INSURANCE, TRANSPORTATION CHARGES | | | | INCLUDED | | INCLUDED |
| 6.0 | ALL OTHER TAXES & DUTIES | | | | INCLUDED | | INCLUDED |
| | TOTAL COST OF ITEMS INCLUDING TAXES & DUTIES IN SL. NO. 1.0 TO 6.0 ABOVE | | | | Rs. | | Rs. |
| GRAND TOTAL COST FOR ELECTRICAL WORK (SUPPLY + ERECTION) INCLUDING ALL TAXES & DUTIES MENTIONED IN SL.NO.1.0 TO 6.0 ABOVE IN FIGURES: | | | | Rs. | | | |
| GRAND TOTAL COST FOR ELECTRICAL WORK (SUPPLY + ERECTION) INCLUDING ALL TAXES & DUTIES MENTIONED IN SL.NO.1.0 TO 6.0 ABOVE IN WORDS: | | | | (Rupees.....) | | | |

(SIGNATURE OF BIDDER WITH STAMP)

Ref: Enq. No. 11/PNMM/E/3563/2009-10

ITEM: Supply & Installation of Modular Office partition with sitting unit/ Chairs including Power, Data/LAN and Telephone cabling work at 2nd floor west wing office hall in PDIL Bhawan, Noida.

SCHEDULE OF RATES FOR TELEPHONE LINES WORK

| SL. NO. | DESCRIPTION | UNIT | QTY. | SUPPLY PART | | ERECTION COMMISSIONING, TESTING (20%) | |
|---------------------------------------------------------|-------------------------------------------------------------------------------------------------|-------|------|------------------|--------------|---------------------------------------|--------------|
| | | | | UNIT RATES (RS.) | AMOUNT (RS.) | UNIT RATE (RS.) | AMOUNT (RS.) |
| 1.0 | 2" PVC PIPE FROM EPABX BASEMENT TO JB 2 nd FLOOR. | MTRS. | 50 | | | | |
| 2.0 | 2" PVC TEE WITH COVER | NOS. | 2 | | | | |
| 3.0 | 2" PVC ELBOW / BEND | NOS. | 4 | | | | |
| 4.0 | 1" PVC PIPE FROM JB TO TELEPHONE POINTS | MTRS. | 135 | | | | |
| 5.0 | 1" PVC TEE FOR TELEPHONE POINTS | NOS. | 35 | | | | |
| 6.0 | 1" PVC BEND FOR TELEPHONE POINTS | NOS. | 15 | | | | |
| 7.0 | 2 PAIR TELEPHONE CABLE ("DELTON" MAKE) FROM J.B. TO TELEPHONE POINTS AT WORKSTATIONS | MTRS. | 800 | | | | |
| 8.0 | 50 PAIR TELEPHONE CABLE ("DELTON" MAKE) FROM EPBX (BASEMENT) TO JB (2 ND FLOOR) | MTRS. | 50 | | | | |
| 9.0 | SOCKET JACK TYPE_FOR TELEPHONE POINTS | NOS. | 40 | | | | |
| 10.0 | JUNCTION BOX WITH 60 TRML STRIP 1 INLET (2") , 5 OUTLETS (1") WITH SUITABLE BUSH FOR RIGHT WING | NO. | 01 | | | | |
| TOTAL COST OF ITEMS IN SL. NO. 1.0 TO 10.0 ABOVE | | | | | Rs. | | Rs. |

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Ref: Enq. No. 11/PNMM/E/3563/2009-10

ITEM: Supply & Installation of Modular Office partition with sitting unit/ Chairs including Power, Data/LAN and Telephone cabling work at 2nd floor west wing office hall in PDIL Bhawan, Noida.

SCHEDULE OF RATES FOR TELEPHONE LINES WORK

| | | SUPPLY PART | ERECTION , COMMISSIONING & TESTING (20%) |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------------------------------------------|
| 11.0 | TAXES & DUTIES: | - | |
| 11.1 | CENVAT: (Excise duty to be shown extra only incase document enabling PDIL to claim CENVAT benefit shall be submitted by the supplier along with their invoice.) | | |
| 11.1.1 | EXCISE DUTY @% | | |
| 11.1.2 | SERVICE TAX @10.3% (On Erection part if any) | | |
| 12.0 | VAT @ % (On supply part only) | | |
| 13.0 | OCTROI, TRANSIT INSURANCE, TRANSPORTATION CHARGES | INCLUDED | INCLUDED |
| 14.0 | ALL OTHER TAXES & DUTIES | INCLUDED | INCLUDED |
| | TOTAL COST OF ITEMS INCLUDING TAXES & DUTIES IN SL. NO. 1.0 TO 14.0 ABOVE | Rs. | Rs. |
| | GRAND TOTAL COST FOR TELEPHONE LINE WORK (SUPPLY + ERECTION) INCLUDING ALL TAXES & DUTIES MENTIONED IN SL.NO.1.0 TO 14.0 ABOVE IN FIGURES: | Rs. | |
| | GRAND TOTAL COST FOR TELEPHONE LINE WORK (SUPPLY + ERECTION) INCLUDING ALL TAXES & DUTIES MENTIONED IN SL.NO.1.0 TO 14.0 ABOVE IN WORDS: | Rupees..... | |

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PROJECTS & DEVELOPMENT INDIA LIMITED, NOIDA.
MATERIALS MANAGEMENT DEPARTMENT

ANNEXURE- VIII (F)

Page- 1 /2

Ref: Enq. No. 11/PNMM/E/3563/2009-10

ITEM: Supply & Installation of Modular Office partition with sitting unit/ Chairs including Power, Data/LAN and Telephone cabling work at 2nd floor west wing office hall in PDIL Bhawan, Noida.

SCHEDULE OF RATES FOR LAN (Computer) WORK

| SL. NO. | DESCRIPTION | UNIT | QTY. | SUPPLY PART | | ERECTION PART. | |
|------------|-------------------------------------------------------------------------------------------------------------------|----------------|-------------|------------------|--------------|-----------------|--------------|
| | | | | UNIT RATES (RS.) | AMOUNT (RS.) | UNIT RATE (RS.) | AMOUNT (RS.) |
| 1.0 | AMP Make, Enhanced CAT 6, 4 pair UTP Cable | Mtrs | 3000 | | | — | — |
| 1.1 | Laying of cable | Mtrs | 3000 | — | — | | |
| 2.0 | AMP Make, 24 Port Jack/Patch Panel(CAT 6) and installation | | | | | | |
| 2.1 | 24 Port Jack Panel(CAT 6) | Nos. | 2 | | | | |
| 2.2 | Termination of Cables on Jack Panel | Nos. | 42 | — | — | | |
| 3.0 | I/O Port | | | | | | |
| 3.1 | AMP Make, CAT-6 slimline with dust cover, white I/O | Nos. | 42 | | | — | — |
| 3.2 | AMP Make, British Style single port, face plate, white colour | Nos. | 42 | | | — | — |
| 3.3 | Installation of single I/O surface mount | Nos. | 42 | — | — | | |
| 4.0 | AMP enhanced CAT 5/6, 4 pair UTP, mounting cord, 3 feet long for connecting nodes and use in wiring closet | Nos. | 42 | | | — | — |
| 4.1 | AMP enhanced CAT 5/6, 4 pair UTP, mounting cord, 7 feet long for connecting nodes and use in wiring closet | Nos. | 42 | | | — | — |
| 5.0 | Pentascanner testing & test reports of UTP Cables | Nos. | 42 | | | | |
| 6.0 | Supply & Laying of PVC Conduit to carry LAN cable | | | | | | |
| 6.1 | 1" PVC Conduit to carry LAN cable | Mtrs | 290 | | | | |
| 6.2 | 2" PVC Conduit to carry LAN cable | Mtrs | 10 | | | | |
| 7.0 | Floor Crossing and drilling | Nos. | 2 | — | — | | |
| 8.0 | Cable management work | | | | | | |
| 8.1 | Cable manager | Nos | 2 | | | — | — |
| 8.2 | Arrangement of all cables in the rack using the cable manager, including identification marking on cables | lumpsum | Lot | — | — | | |
| 9.0 | Any other item/work required to complete the work | lumpsum | Lot | | | | |
| | TOTAL COST OF ITEMS IN SL. NO. 1.0 TO 9.0 ABOVE | | | | Rs. | | Rs. |

(SIGNATURE OF BIDDER WITH STAMP)

ITEM: Supply & Installation of Modular Office partition with sitting unit/ Chairs including Power, Data/LAN and Telephone cabling work at 2nd floor west wing office hall in PDIL Bhawan, Noida.

SCHEDULE OF RATES FOR LAN (Computer) WORK

| | | SUPPLY PART | ERECTION PART |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------------|
| 10.0 | TAXES & DUTIES | - | |
| 10.1 | <u>CENVAT:</u> (Excise duty to be shown extra only incase document enabling PDIL to claim CENVAT benefit shall be submitted by the supplier along with their invoice.) | | |
| 10.1.1 | EXCISE DUTY @% | | |
| 10.1.2 | SERVICE TAX @10.3% (ON ERECTION PART ONLY) | | |
| 11.0 | VAT @ % (ON SUPPLY PART ONLY) | | |
| 12.0 | OCTROI, TRANSIT INSURANCE, TRANSPORTATION CHARGES | INCLUDED | INCLUDED |
| 13.0 | ALL OTHER TAXES & DUTIES | INCLUDED | INCLUDED |
| | TOTAL COST OF ITEMS INCLUDING TAXES & DUTIES IN SL. NO. 1.0 TO 13.0 ABOVE | Rs. | Rs. |
| GRAND TOTAL COST FOR LAN (Computer) WORK (SUPPLY + ERECTION) INCLUDING ALL TAXES & DUTIES MENTIONED IN SL.NO.1.0 TO 13.0 ABOVE IN FIGURES: | | Rs. | |
| GRAND TOTAL COST FOR TELEPHONE LINE WORK (SUPPLY + ERECTION) INCLUDING ALL TAXES & DUTIES MENTIONED IN SL.NO.1.0 TO 13.0 ABOVE IN WORDS: | | Rupees..... | |

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PROJECTS & DEVELOPMENT INDIA LIMITED, NOIDA.
MATERIALS MANAGEMENT DEPARTMENT

ANNEXURE- VIII (G)

Page- 1 /1

Ref: Enq. No. 11/PNMM/E/3563/2009-10

ITEM: Supply & Installation of Modular Office partition with sitting unit/ Chairs including Power, Data/LAN and Telephone cabling work at 2nd floor west wing office hall in PDIL Bhawan, Noida. .

SCHEDULE OF RATES FOR ANNUAL MAINTENANCE CONTRACT FOR ENTIRE MODULAR STRUCTURE WITH SITTING UNIT / CHAIRS.

| SL.NO. | DESCRIPTION | UNIT | QTY. | UNIT RATES (RS.) | AMOUNT (RS.) |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|------|--------------------|--------------|
| 1.0 | Annual Maintenance Contract: Comprehensive Annual Maintenance Contract (AMC) for 2 years after completion of defect liability period of one year. AMC contract shall include the charges for all Consumables required for maintenance works all complete as per scope of work, specifications & directions of Engineer-in -Charge. | | | | |
| 1.1 | Charges for 1st year Annual Maintenance | ALREADY COVERED IN DEFECT LIABILITY PERIOD | | | |
| 1.2 | Charges for 2nd year Annual Maintenance | LUMPSUM | Lot | | |
| 1.3 | Charges for 3rd year Annual Maintenance | LUMPSUM | Lot | | |
| 2.0 | TAXES & DUTIES: | | | | |
| 2.1 | SERVICE TAX @.....% | | | | |
| 2.2 | ALL OTHER TAXES & DUTIES | | | | INCLUDED |
| | Total Amount for Comprehensive Annual Maintenance Contract (AMC) for 2 years after completion of defect liability period of one year (INCLUDING ALL TAXES & DUTIES) | | | In figures: | Rs. |
| | Total Amount for Comprehensive Annual Maintenance Contract (AMC) for 2 years after completion of defect liability period of one year (INCLUDING ALL TAXES & DUTIES) | | | | |
| | In words: (Rupees.....) | | | | |

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PROJECTS & DEVELOPMENT INDIA LIMITED, NOIDA.
MATERIALS MANAGEMENT DEPARTMENT

ANNEXURE- VIII (H)
Page- 1 /1

Ref: Enq. No. 11/PNMM/E/3563/2009-10

ITEM: Supply & Installation of Modular Office partition with sitting unit/ Chairs including Power, Data/LAN and Telephone cabling work at 2nd floor west wing office hall in PDIL Bhawan, Noida.

SUMMARY OF PRICES

| ANNEXURE | DESCRIPTION | TOTAL QUOTED AMOUNT INCLUDING ALL TAXES & DUTIES AGAINST EACH SOR IN (Rs.) |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| ANNEXURE- VII (A) | FOR MODULAR OFFICE PARTITION WORK | |
| ANNEXURE- VII (B) | FOR FURNITURE WORK | |
| ANNEXURE- VII (C) | FOR SITTING UNIT/CHAIRS | |
| ANNEXURE- VII (D) | FOR ELECTRICAL WORK | |
| ANNEXURE- VII (E) | FOR TELEPHONE LINES WORK | |
| ANNEXURE- VII (F) | FOR LAN (Computer) WORK | |
| ANNEXURE- VII (G) | FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR ENTIRE MODULAR STRUCTURE WITH SITTING UNIT / CHAIRS. | |
| | TOTAL COST INCLUDING ALL TAXES & DUTIES MENTIONED IN ANNEXURE- VII (A) TO ANNEXURE- VII (G) ABOVE. | Rs. |
| | REBATE ,IF ANY, ON QUOTED PRICE (APPLICABLE ON ALL S.O.R. ITEMS) | (In Figures)-----% (In Words)-----percent |
| | AMOUNT OF REBATE BY APPLYING PERCENTAGE ON TOTAL QUOTED PRICE: | Rs. |
| | NET TOTAL COST FOR SUPPLY & INSTALLATION OF MODULAR OFFICE STRUCTURE WITH SITTING UNIT/ CHAIRS INCLUDING POWER, DATA/LAN, TELEPHONE CABLING WORK AND 2 YEARS COMPREHENSIVE 'AMC' IN 2 ND FLOOR WEST WING OFFICE HALL AT PDIL BHAWAN, A-14,SEC-1,NOIDA, UP. AFTER DEDUCTING REBATE: | (In Figures) Rs. (In Words) Rupees..... |

NOTE:

- 1.0 IN CASE BIDDER DOES NOT FILL-UP ANY AMOUNT AGAINST ANY ITEM AND LEAVES IT BLANK OR WRITE ' N/A' OR PUTS ' – ' AGAINST ANY ITEM OF SOR, IT SHALL BE DEEMED THAT COST OF SUCH ITEM(S) IS INCLUDED IN OTHER ITEM BY THE BIDDER ELSEWHERE IN THE QUOTED PRICE AND BIDDER HAS TO COMPLETE THE ENTIRE WORK WITHOUT EXTRA COST.
- 2.0 All necessary documents shall be furnished by the contractor to evaluate PDIL to claim CENVAT in respect of excise duty/ service tax/ countervailing duties if any
- 3.0 The rates shall be inclusive of all taxes as applicable (Service Tax shall be reimbursed on productions of service tax registration number).
- 4.0 Rates shall be valid for entire contract period .
- 5.0 Bidder shall quote as per S.O.R item only. No comment, explanation or clarification in S.O.R is applicable No condition in price part shall be acceptable.
- 6.0 The quantities indicated are indicative .The payment shall be made for actual quantity of works which may vary to any extent.
- 7.0 Bidder shall note the following:
 - a) While filling the rates/ amount , overwriting to be avoided .If unavoidable ,please cut the figure once and write the new figure clearly (in figure & words)with initials on all such overwriting.
 - b) Do not forget to sign each sheet of SOR with company's seal

STAMP & SIGNATURE OF BIDDER

CHECK LIST

(BIDDER MUST CONFIRM POINT BY POINT AND STRIKE OUT WHICHEVER IS NOT APPLICABLE)

ENQUIRY NO.: 11/PNMM/E/3563 /2009-10 DATED 23 .02.2010**NAME OF BIDDER:****OFFER NO.:**.....**ITEM:** SUPPLY & INSTALLATION OF MODULAR OFFICE PARTITION WITH SITTING UNIT/ CHAIRS INCLUDING POWER, DATA/LAN AND TELEPHONE CABLING WORK AT 2ND FLOOR WEST WING OFFICE HALL IN PDIL BHAWAN, A-14, SECTOR-1, NOIDA, UP.

WE CONFIRM/CLARIFY AS FOLLOWS:

| SL. NO. | DESCRIPTION | BIDDER'S CONFIRMATION/ ACCEPTANCE/ COMMENTS |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| 1. | PRICE BASIS FIRM. SUPPLY, INSTALLATION AND ACCEPTANCE AT PDIL NOIDA | CONFIRMED |
| 2. | ALL TAXES AND DUTIES, SERVICE TAX ETC. APPLICABLE ARE INDICATED SEPARATELY IN THE SOR | CONFIRMED |
| 3. | TERMS OF PAYMENT: AS PER CLAUSE 9.0 OF ANNEXURE-III OF ITB | CONFIRMED |
| | EARNEST MONEY DEPOSIT: AS PER CLAUSE 8.0 OF ANNEXURE-III OF ITB | SUBMITTED |
| 4. | PERFORMANCE BANK GUARANTEE (PBG) (IT IS MANDATORY) AS PER CLAUSE 12.0 OF ANNEXURE-III OF ITB | AGREED |
| 5. | COMPLETION PERIOD: WITHIN 06 WEEKS FROM THE DATE OF HANDOVER OF SITE BY PDIL AS PER CLAUSE NO. 13.0 OF ANNEXURE-III | CONFIRMED |
| 8. | VALIDITY : SHALL BE 90 DAYS FROM DATE OF OPENING OF TECHNICAL BID. | CONFIRMED |
| 9. | TECHNICAL SPECIFICATIONS, DETAILED TECHNICAL CATALOGUE, LEAFLETS, LITERATURE FURNISHED | CONFIRMED |
| 10. | NAME & ADDRESS OF BANKERS | |
| 12. | AUDITED BALANCE SHEET FOR LAST 3 YEARS ENDING 31 ST MARCH'2009 | FURNISHED/NOT FURNISHED |
| 13. | FINANCIAL STANDING SOLVENCY CERTIFICATE | FURNISHED/ NOT FURNISHED |
| 14. | PHOTOCOPY PAN, TIN | FURNISHED/ NOT FURNISHED |
| 15. | PF REGISTRATION CERTIFICATE, SERVICE TAX REGISTRATION CERTIFICATE | FURNISHED/ NOT FURNISHED |
| 16. | COPY OF PURCHASE ORDERS /WORK ORDERS WITH JOB COMPLETION CERTIFICATE ISSUED BY THE CLIENTS AGAINST JOB EXECUTED IN LAST FIVE YEARS. | FURNISHED/ NOT FURNISHED |
| 17. | ADDRESS OF IT COUNTER WHERE THE BIDDER FILES INCOME TAX. | |
| 18. | CONTACT PERSON FOR THIS ENQUIRY:- NAME& DESIGNATION : PH.(Mob.) NOS : FAX NO & E-MAIL: | - - - |
| | IT IS CONFIRMED THAT IN CASE ANY OF THE TERMS AND CONDITIONS MENTIONED IN THIS SUMMARY ARE AT VARIANCE WITH THOSE INDICATED ANYWHERE ELSE IN OUR OFFER; THE CONDITION INDICATED IN THIS SUMMARY SHALL PREVAIL. | |

AUTHORISED SIGNATORY OF THE BIDDER
DESIGNATION
DATE:



**SECURITY CUM PERFORMANCE
BANK GUARANTEE**

ANNEXURE - X

SHEET 1 OF 3

(STAMP PAPER TO BE PURCHASED ON NAME OF BANK)

This guarantee made this _____ day of _____ (Year in four digits) between a company incorporated in _____ having its registered office at _____ (hereinafter called the "BANK" which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns) of the one part; and M/s. _____ (Purchaser), a company incorporated in India under the Indian Companies Act 1956 and having its registered office at PDIL Bhawan , A-14 , Sector-1 , Noida – 201301, Dist. – Gautambudh Nagar (U.P) (hereinafter called the "PURCHASER" which expression shall include its successors and assigns) of the other part.

WHEREAS M/s _____ (Seller) a Company incorporated in _____ and having its Registered Office at _____ (hereinafter called the "COMPANY" which expression shall include its successor and assigns) have secured order Number _____ dt. _____ For supply/ supply-cum-erection of _____ at a total cost of _____ plus site supervision services on per diem rate basis as applicable from the PURCHASER / OWNER.

WHEREAS

1. It is one of the terms of the said order that the COMPANY shall furnish to the PURCHASER/OWNER a guarantee of a BANK which shall be for 10% of the value of the order and shall be valid for the duration of supply of the services covered by the said order and the period of defects liability in respect of the said services.
2. The BANK has at the request of the COMPANY agreed to give in favour of the PURCHASER a guarantee in manner hereinafter appearing which the PURCHASER has agreed to accept.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. In pursuance of the said agreement and in consideration of the premises the BANK hereby unconditionally guarantees to the PURCHASER due observance and fulfilment by the COMPANY of the terms of the said order relating to the said equipment and of the performance warrantees which is a part of the said order and agrees and undertakes that if the COMPANY fails to observe and fulfil the said terms of the said order and/or the performance warrantees then the BANK shall immediately pay to the PURCHASER on demand such sum or sums of money to the extent of Rs. _____ being 10% of the value of the said order on account of losses and damages suffered by the PURCHASER as may be claimed by the PURCHASER by reason of such non-observance and non-fulfilment by the company as aforesaid and shall also indemnify the PURCHASER against all losses and damages which may be suffered by the PURCHASER aforesaid and against all costs, charges, expenses which may be incurred by the PURCHASER in connection herewith.



**SECURITY CUM PERFORMANCE
BANK GUARANTEE**

ANNEXURE – IV

SHEET 2 OF 3

2. The BANK hereby agrees that the decision of the PURCHASER as to the failure on the part of the COMPANY to fulfil their obligations as aforesaid and/or as to the amount payable by the BANK to the PURCHASER hereunder shall be final, conclusive and binding on the BANK.
3. All compensations and payments received by the PURCHASER from Bank on behalf of the COMPANY shall be regarded as payments in gross and in the event of the COMPANY BEING wound-up, the PURCHASER will be entitled to prove against the properties of the COMPANY in respect of the whole of the COMPANY'S indebtedness to the PURCHASER without any right on the part of the BANK to stand in the PURCHASER'S place in respect of or to claim the benefits of such imposition and payment or any security held by the PURCHASER until the PURCHASER shall have received the full amount of the PURCHASER'S claims against the COMPANY.
4. This guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by the PURCHASER on account of the moneys hereby intended to be secured and the PURCHASER at its discretion and without any further consent from the BANK and without affecting the liability of the BANK and the rights of the PURCHASER against the BANK may be compound within given time or other indulgence to or make any other arrangement with the COMPANY and nothing done or omitted to be done by the PURCHASER in pursuance of any authority or permission contained in the guarantee shall affect or discharge the liability of the BANK.
5. Though as between the COMPANY and the BANK, the BANK is SURETY only, the BANK agrees that as between the PURCHASER and the BANK, the BANK is principal debtor to the PURCHASER.
6. This guarantee shall not be affected by any change in the constitution of the BANK or the COMPANY nor shall this guarantee be affected by any change in the constitution of the PURCHASER or any amalgamation or absorption with any other body corporated and this guarantee will be available to or enforceable by such body corporate.
7. The guarantee shall be continuing guarantee and continue to be in force notwithstanding the discharge of the COMPANY by operation of law and shall cease only on payment in full to the PURCHASER by the BANK of the amount hereby guaranteed and on the claim of the PURCHASER against the COMPANY on any account whatsoever being satisfied.
8. In order to give full effect to the provisions of this guarantee the PURCHASER will be entitled to act as if the BANK were the principal debtor to the PURCHASER and the BANK hereby waives all or any of its rights as surety.



**SECURITY CUM PERFORMANCE
BANK GUARANTEE**

ANNEXURE – IV

SHEET 3 OF 3

9. This guarantee is irrevocable except with the written consent of the PURCHASER.
10. This guarantee shall remain valid upto _____.
11. Any notice by way of request demand or otherwise hereunder may be sent by post to the BANK addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the PURCHASER that the envelope so posted shall be conclusive.
12. These presents shall be governed by and construed in accordance with Indian Law.
13. Notwithstanding anything stated above, the BANKS' liability to the PURCHASER UNDER this guarantee shall be limited to _____ and the guarantee will remain valid upto _____ provided that unless a claim under this guarantee is made by the PURCHASER against the BANK within six months of the said date of expiry of this guarantee, the claim shall be forfeited and the BANK shall be relieved and discharged from all liabilities under this guarantee.

IN WITNESS whereof the BANK has hereunto affixed its common seal the day and year first above written.

THE COMMON SEAL OF THE ABOVE NAMED
BANK has hereunto been affixed in the presence of