## TENDER DOCUMENTS / TERMS AND CONDITIONS OF ELECTRICAL WORKS TENDERS

## **INDEX**

Sr.	Description	Page
No.		No.
1.	e-Tender Notice (NIT)	1-4
2.	History Sheet	05
3.	Technical Bid (Annexure-A)	06-07
4.	Financial Bid (Annexure-B)	08-09
5.	Terms & Conditions	10-12
6.	Specimen of undertaking (Annexure-C)	13

# SANT LONGOWAL INSTITUTE OF ENGINEERING & TECHNOLOGY, LONGOWAL (Establish by Govt. of India)

(DEEMED UNIVERSITY)

#### NOTICE INVITING TENDER

e-Tenders in two Bid system i.e. Technical Bid and Financial Bid for the work Supply of Spares for 25/50 LPH Water Purifiers (Commercial) Make Eureka Forbes at SLIET, Longowal for the F/Y 2020-21" are invited from reputed suppliers/dealers & firms. The last date and time for online submission of Tenders is **26.02.2020 upto 05:00 PM**. For more details, please log on www.sliet.ac.in.

Registrar

# Sant Longowal Institute of Engineering and Technology, Longowal, Distt. Sangrur (Deemed to be University) (Established by Govt. of India) e-Tender Notice

e-Tenders in two bid system i.e. Technical Bid and Financial Bid for the works as mentioned below from Manufacturers, Distributors, Dealers & Suppliers having GST & PAN number are eligible. Manufacturers, Distributors, Dealers & Suppliers must have experience of successfully completing minimum one work of same nature in any Govt. department/ Govt. Undertaking /Govt. Institutions during the last 7 years ending last day of the month previously to one in which applications are invited:

Sr. No.	Name of Work	DNIT Amount (Rs.)	Earnest Money Deposit @ 2% of estimated cost (Rs.)	Cost of Tender Documents in Rs. (Non- refundable)	Time Period (Months)	Tender Processing Fees (Rs.)	Schedule of Qty. for Financial Bid
1.	Supply of Spares for 25/50 LPH Water Purifiers (Commercial) Make Eureka Forbes at SLIET, Longowal for the F/Y 2020-21	7,50,800/-	15,016/-	NIL	12 Months	886/-	Annexure B

The tender documents will be available online only on the Institute's e-tendering website (<a href="www.tenderwizard.com/SLIET">www.tenderwizard.com/SLIET</a>) and should also be submitted ONLINE through e-tendering and Earnest Money Deposit@2% of estimated cost in favour of Director, SLIET through e-payment (IPG (Direct debit) NEFT/OTC and Internet banking only). The tender processing fee (Non Refundable) should be paid through e-payment (debit or credit cards and internet banking).

It is mandatory for the Bidders/ Contractors to get themselves registered with <a href="www.tenderwizard.com/SLIET">www.tenderwizard.com/SLIET</a> & get User Id, password & Class-3 Digital signatures for participating in the e-Tendering process. For more details Mr. Pavitar Singh on behalf of M/s ITI Limited on mobile No.8146699866 or e-mail: pavitar.s@etenderwizard.com can be contacted.

#### **Schedule of Tenders**

Availability of Tenders online		Last date of	Date, time & venue of	Date, time and venue of	
for Bidding		for Bidding Submission for		opening of Commercial	
From To		Online Bids	Technical Bid	bid	
11.02.2020	26.02.2020	26.02.2020	27.02.2020 at 11:00 AM	28.02.2020 at 11:00 AM	
09:00 AM	03:00 PM	up to 05:00 PM	in the Electrical Wing,	in the Electrical Wing,	
			ESS-II, Near Mechanical	ESS-II, Near Mechanical	
			Block, SLIET, Longowal	Block, SLIET, Longowal	

Tenders received without earnest money, incomplete, conditional, telephonically or telegraphic shall not be entertained. The undersigned reserves the right to reject any or all the tenders without assigning any reasons thereof.

#### The tenderer should attach online, the copies as proofs of the following documents:

- (i) Official and Residential address of the Tenderer on an affidavit duly attested by competent authority or any other statutory document containing photograph and Official & Residential address
- (ii) PAN number
- (iii) GST number
- (iv) Income Tax Returns of last 2 years or turn over certified by CA of last year (if any).
- (V) Earnest Money Deposit.
- (VI) E-mail, mobile number for official communication on letter head duly signed by authorized signatory.
- (VII) An undertaking on letter head (as per prescribed format at **Annexure-C**) duly signed by authorized signatory that his firm has not been declared black listed/debar by any Govt. Department.

- 1. All rates must be quoted on the proper form as per Tender Document.
- 2. The tenderers should the rates and amount tendered by them quote in figures as well as in word. The amount for each item should be worked out the requisite totals given.
- **3.** i) An item rate tender containing percentage below/above will be summarily rejected. However where a tendered voluntarily offers a rebate, this may be considered.
  - ii) Tender shall be strictly as per the condition of contract, conditional tenders are liable to be rejected.
- **4.** i) Special care should be taken to write the rate and amounts in figures as well as in words in such a way that interpolation is not possible. The total amount should be written before the figure of Rupees and word paisa should be written at the end (unless the rates in whole rupees) and followed by the word only. It should invariably to upto two decimal places. While quoting the rates in schedule of quantities, the word only should be written closely following the amount and it should not be written in the next line.
  - ii) In case of any discrepancy between the rates quoted in figures and words that rate on which the amount has been worked out shall be taken as correct. In case of any discrepancy between the rate quoted and the amount worked out the rate quoted in figures and words shall be taken as correct.
- 5. The tender for works shall remain open for acceptance for a period of ninety days from date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modification in the terms and conditions of the tender which are not acceptable to the Institute, then the Institute shall without prejudice to any right or remedy, be at liberty to forefeit the said earnest money absolutely.
- 6. The acceptance of a tender will rest with the Director, SLIET who does not bind himself to accept the lowest tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of any reason. The decision of Tender Opening Committee will be final in case of any dispute during Tender Opening Process.
- 7. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- **8.** On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-charge shall be intimated to the undersigned.
- **9.** Canvassing in connection with tenders is strictly prohibited and the tender submitted by the contractors who resort to canvassing will be liable to rejection.
- 10. The tenderer shall not be permitted to tender for work in the SLIET responsible for award and execution of contractors in which his near relative is posted as Accountant or as an Officer in any capacity between the grades of Estate Officer and Assistant Engineer (both inclusive). He shall also intimate the names of persons who are working with in any capacity or are subsequently employed by him and who are near relatives to any of the officers in the Institute. Any breach of this condition by the tenderer would render him liable to be removed from the approved list of contractors of this Institute.
- 11. The bidder has to provide warranty if any for the items like Pump, PCBs' (Power Supply), Membrane, filter, Solnoid valve & the standard items as per norms of manufacturer/OEM (in case).
- **12.** GST or any other tax on material in respect of the contract shall be payable by the contractor and Institute will not entertain any claim whatsoever.
- 13. The bidder should take into consideration GST and any other Govt. levy's while quoting the rate of material.
- **14.** Earnest Money Deposit (EMD): The Earnest Money Deposit @2% of estimated cost should be valid upto 45 days beyond the final bid validity period. The same shall be refunded to the bidder on the submission of 5% performance security.
- 15. Performance Security: The bidder has to deposit Performance Security@5% Work awarded value in the form of an Account payee Demand Draft, Fixed Deposit Receipt, Bank Guarantee from a commercial bank within 15 days from the date of work awarded. The same should be valid for a period of Sixty days beyond the end of the contract & completion of all contractual including warranty obligations.
- **16.** In case the last date for opening Technical & Financial Bid is holiday then these will opened on the next working day at same time & venue.
- **17.** The existing/ working contractor with SLIET, Longowal has to submit behavior certificate duly issued by F.I. (E)/ In-Charge Electrical Wing (Estate), SLIET, Longowal alongwith tender document.
- 18. The work of supply order on need basis will be allocated to the bidders in parts i.e. respective lowest item wise. However, if the quoted rates of any items are unreasonable Institute has full right to take appropriate decision on that matter as deemed fit.
- 19. If the quoted rate are more than MRP of the standard items of OEM, the bidder will be debar at least upto three years in respect of participation in any tender in the Institute.
- 20. The Tenders will be regarded as constituting an offer or offers open to acceptance in whole or in parts
- **21.** For any clarification regarding the scope of work and /or any terms and conditions of tender, the intending tenderer in person can seek clarification from Engineer Incharge on any working day, with prior appointment, before last date of submission of tender.
- 22. In case of any dispute or difference arising out of or in connection with this contract agreement or the implementation or interpretation of any of the clauses of this agreement, the matter will be referred to the Sole

Arbitrator to be nominated / appointed by the Director SLIET, Longowal. The decision of the Arbitrator shall be final & executable and binding on both the parties. The fee of the Arbitrator appointed shall be determined by Director SLIET and both the parties at dispute will pay fee to Arbitrator in equal proportion.

23. All the disputes of civil nature shall be subject to the jurisdiction of Civil Courts at Sangrur (Punjab).



#### **WORK OF e-TENDER NOTICE:**

#### **HISTORY SHEET**

Name of Work : Supply of Spares for 25/50 LPH Water Purifiers (Commercial) Make Eureka Forbes at

SLIET, Longowal for the F/Y 2020-21.

**Estimated Cost** : 7,50,800/-

**Head of Account**: Maintenance Internal & External Electrification-Recurring

History : Supply of Spares for 25/50 LPH Water Purifiers (Commercial) Make Eureka Forbes are

required to carry out the repair & maintenance work of Water Purifiers installed at

various locations like Academic/Hostel System & other Buildings of the Institute.

**Scope of Work** : As given in history

**Specifications** : As per estimate

Rates : Market survey, previous fianancial year quoted rates, market quotations, web

information.

**Time Period** : 01.04.2020 to 31.03.2021

**Agency**: Through Manufacturers, Distributors, Dealers & Suppliers.

#### **Technical Bid**

Name of work: Supply of Spares for 25/50 LPH Water Purifiers (Commercial) Make Eureka Forbes at SLIET, Longowal for the F/Y 2020-21.

Sr. No.	Description of Item	Unit	Make	Qty.	Specifications
1	Particulate filter with Diameter 2.5 inch Height 10-20 inch MOC of cartridge PP yarn rating 5 microns	PC	Eureka Forbes	130	
2	Pre carbon filter (Carbon Block) Diameter 2.5 inch Height 20 inch	PC	Eureka Forbes	130	
3	Anti scaling/water softener filter Diameter 2.5 inch Height 10-20 inch	KG	Eureka Forbes	3	
4	Sediment filer Diameter 2.5 inch Height 10-20 inch rating 5 micron	PC	Eureka Forbes	100	
5	Sealed MOC of the Pressure vessel: Talc filled PP Type: Three layered Spiral Wound, Thin film composite membrane which Effectively removes input TDS, Chemical Impurities, bacteria and virus. Material: TFC CSM/GE Osmonics/GE Merlin/Filmtec with hologram Pour Size: .0001 micron Flux: 75-100GPD	PC	Eureka Forbes	150	
6	PVC Drain pipe for waste water Dia 4-6mm	Mtr.		100	
7	PVC inlet pipe Dia 8-12mm	Mtr.	Good Quality or	100	
8	Accessories for PVC Drain pipe like Bend, Tea & Coupler Dia 4-6mm	PC	as approved by Engineer In- Charge	120	
9	Accessories for PVC inlet pipe like Bend, Tea & Coupler Dia 8-12mm	PC		60	
10	PCB/AC DC Adapter Type: SMPS based operating input voltage 170V-270V AC Output 48V DC & 24V DC	PC	BPL or equivalent	35	
11	Float Switch (Auto cut sensor)	PC	Good Quality or as approved by Engineer In- Charge	40	
12	Solenoid valve with 24V DC a) For auto flush	PC	Good Quality or as approved by	50	
	b) For to stop waste water	PC	Engineer In- Charge	50	

6

13	PVC pipe for internal connections of membrane & filters Size: 6-10mm	Mtr.		120	
14	Membrane candle Length 12", Dia 1" Material TFC	PC	CSM/GE Osmonics/GE Merlin/ Filmtec with hologram	100	
15	PVC Housing (for Membrane candle Length12", Dia 1") with 3 elbow (T type connection)	PC	Good Quality or as approved by Engineer In- Charge	100	
16	Power supply for RO input 220V AC, 50Hz output 24/48V DC	PC	Good Quality or as approved by Engineer In- Charge	40	
17	PVC Housing (for filter Length 20", Dia 2.5")	PC	Good Quality or as approved by Engineer In- Charge	6	
18	PVC Connector for input water 1/2"	PC	Good Quality or as approved by Engineer In- Charge	25	
19	High pressure Pump (HP) GPD 100 Type: Diaphragm Operating voltage 48V DC / 24V DC	PC	Kemflo/AQ&Q/ Wellon BNQS/ Lexpure	30	
20	High pressure Pump (HP) GPD 150 Type: Diaphragm Operating voltage 48V DC / 24V DC	PC	Kemflo/AQ&Q/ Wellon BNQS/ Lexpure	30	
21	Pre/outer filter with cartidge 10"-12"	PC	Éureka Forbes/ Kent or equivalent	20	
22	PVC Elbow connector	PC	Good Quality or as approved by Engineer In- Charge	100	
23	PVC Tee connector	PC	-	100	
24	Digital TDS meter (Pocket type)	PC	Maxpure or equivalent	2	

#### Note: -

- 1. Some new items rates have been taken from price list of catalogue, web information/ market rate.
- 2. In case of make of any item is not mention or available in market as above, it is required that quality of product/ item (as a sample) should be got approved from Engineer In-charge before the Procurement.
- 3. The quoted rates should be logical, Genuine & justified.
- 4. The supplier is bound to supply qty. of any item more/less than the estimated as per the requirement of department.
- 5. Material will be purchased on need basis as per requirement from time to time during the applicability of this contract.
- 6. Based on requirement, any material in the list of supply of material can be purchased from the market from any firm, if desired so by Engineer In-charge in the best interest of the Institute.

#### Financial Bid

Name of work: Supply of Spares for 25/50 LPH Water Purifiers (Commercial) Make Eureka Forbes at SLIET, Longowal for the F/Y 2020-21.

Sr. No.	Description of Item	Unit	Make	Qty.	Rate	Amount
1	Particulate filter with Diameter 2.5 inch Height 10-20 inch MOC of cartridge PP yarn rating 5 microns	PC	Eureka Forbes	130	4	
2	Pre carbon filter (Carbon Block) Diameter 2.5 inch Height 20 inch	PC	Eureka Forbes	130		
3	Anti scaling/water softener filter Diameter 2.5 inch Height 10-20 inch	KG	Eureka Forbes	3		
4	Sediment filer Diameter 2.5 inch Height 10-20 inch rating 5 micron	PC	Eureka Forbes	100		
5	Sealed MOC of the Pressure vessel: Talc filled PP Type: Three layered Spiral Wound, Thin film composite membrane which Effectively removes input TDS, Chemical Impurities, bacteria and virus. Material: TFC CSM/GE Osmonics/GE Merlin/Filmtec with hologram Pour Size: .0001 micron Flux: 75-100GPD	PC	Eureka Forbes	150		
6	PVC Drain pipe for waste water Dia 4-6mm	Mtr.		100		
7	PVC inlet pipe Dia 8-12mm	Mtr.	Good Quality or	100		
8	Accessories for PVC Drain pipe like Bend, Tea & Coupler Dia 4-6mm	PC	as approved by Engineer In- Charge	120		
9	Accessories for PVC inlet pipe like Bend, Tea & Coupler Dia 8-12mm	PC		60		
10	PCB/AC DC Adapter Type: SMPS based operating input voltage 170V-270V AC Output 48V DC & 24V DC	PC	BPL or equivalent	35		
11	Float Switch (Auto cut sensor)	PC	Good Quality or as approved by Engineer In- Charge	40		
12	Solenoid valve with 24V DC a) For auto flush	PC	Good Quality or as approved by	50		
	b) For to stop waste water	PC	Engineer In- Charge	50		

Eng. In-charge

13	PVC pipe for internal connections of membrane & filters Size: 6-10mm	Mtr.		120	
14	Membrane candle Length12", Dia 1" Material TFC	PC	CSM/GE Osmonics/GE Merlin/ Filmtec with hologram	100	
15	PVC Housing (for Membrane candle Length12", Dia 1") with 3 elbow (T type connection)	PC	Good Quality or as approved by Engineer In- Charge	100	
16	Power supply for RO input 220V AC, 50Hz output 24/48V DC	PC	Good Quality or as approved by Engineer In- Charge	40	
17	PVC Housing (for filter Length 20", Dia 2.5")	PC	Good Quality or as approved by Engineer In- Charge	6	
18	PVC Connector for input water 1/2"	PC	Good Quality or as approved by Engineer In- Charge	25	
19	High pressure Pump (HP) GPD 100 Type: Diaphragm Operating voltage 48V DC / 24V DC	PC	Kemflo/AQ&Q/ Wellon BNQS/ Lexpure	30	
20	High pressure Pump (HP) GPD 150 Type: Diaphragm Operating voltage 48V DC / 24V DC	PC	Kemflo/AQ&Q/ Wellon BNQS/ Lexpure	30	
21	Pre/outer filter with cartidge 10"-12"	PC	Eureka Forbes/ Kent or equivalent	20	
22	PVC Elbow connector	PC	Good Quality or as approved by	100	
23	PVC Tee connector	PC	Engineer In- Charge	100	
24	Digital TDS meter (Pocket type)	PC	Maxpure or equivalent	2	
			Total (Rs.)		

#### Note: -

- 1. Some new items rates have been taken from price list of catalogue, web information/ market rate.
- 2. In case of make of any item is not mention or available in market as above, it is required that quality of product/ item (as a sample) should be got approved from Engineer In-charge before the Procurement.
- 3. The quoted rates should be logical, Genuine & justified.
- 4. The supplier is bound to supply qty. of any item more/less than the estimated as per the requirement of department.
- 5. Material will be purchased on need basis as per requirement from time to time during the applicability of this contract.
- 6. Based on requirement, any material in the list of supply of material can be purchased from the market from any firm, if desired so by Engineer In-charge in the best interest of the Institute.

#### **Special conditions for Material**

- 1. All Tenders rates will be deemed to be for F.O.R. SLIET Destination includes packing and forwarding charges and must not be "ex-godown", "ex-mills", etc.
- 2. The Tenders will be regarded as constituting an offer or offers open to acceptance in whole or in parts.
- 3. While quoting the rates all the parties should quote their sales tax registration Nos. in their offer and also certify that the product quoted by them is strictly according to N.I.T. failing which their offer will be ignored.
- 4. Excise and custom duties are exempted to the Institute in terms of Govt. Notification No.10/97 Central Excise 'dt' 1st March, 1997 and Notification No.51/96-customs dt.23.07.1996 respectively. If exemption is applicable under the notification, quote the rates accordingly.
- The rates should be quoted for a complete unit with all accessories. Make of each accessories may be mentioned.
- 6. In cases where full specifications are not incorporated in the enquiry or where alternative specifications are quoted, or the suppliers own specifications should be stated in full for the articles quoted for. Any illustrative literature available duly stamped and signed should also accompany.
- 7. The articles/item to be supplied under this contract will be of quality equal and answerable in every respect to the specification given in the list accompanying with the tender and approved by the Engineer In-Charge. The contractor shall be responsible for all complaints as regard the quality. In case of dispute regarding quality of articles, the decision of Engineer i/c will be final and binding on the contractor. In case any laboratory analysis regarding quality/specifications has to be happened the cost of same will be borne by the contractor.
- 8. The contractor will be responsible for damage or any loss in transit and replace those damage goods or lost within ten days from the date of notice thereof.
- 9. In all cases the Country manufacture and unit of measurement must be prominently stated. The unit should usually be the one stated in the enquiry.
- 10. The Engineer in-charge if desired so can ask the contractor to make available the sample of item before supplying it.
- 11. All containers will be deemed to be non-returnable, unless when specifically stated otherwise in Tender.
- 12. The minimum period of delivery from date of placing the order should be specified.
- 13. All Tender will be deemed valid for at least one year from and excluding the date of opening of Tenders.
- 14. The inspection of the goods will be carried out by the authorized officer at destination, if required and rejected goods will have to be removed by supplier within 10 days of dispatch of advice from the Institute, failing which the goods will lie at his risk.
- 15. The rejected goods must be replaced by supplier (s) within 15 days of the dispatch by the Director, S.L.I.E.T. of a registered notice intimating that the goods have been rejected failing which the Director, S.L.I.E.T. will be entitled to make risk purchases without any further reference to the supplier (s).
- 16. The supply must be completed satisfactorily within the stipulated period, failing which penalty @ ½ % per week on the value of supply order or part thereof whichever is lower (subject to maximum 5% of supply order value) will be imposed without any notice.
- 17. In case rates are good for a certain period, postings of the acceptance on the last day will be acceptable to the Tenderer.
- 18. In case of Controlled goods by the Government the Tender must be sent subject to control rate and other conditions and they will be paid at the controlled rate offered by them whichever is lower.
- 19. In case of any dispute; the decision of the Director, SLIET shall be final and binding on Tender.
- 20. The contractor shall dispatch material "freight paid" in all cases where their offer in F.O.R. Destination. In the event of their failure to do so a penalty of 10% per annum shall be charged on the amount paid as freight by the Director, SLIET on their behalf in addition to recovery of amount of freight paid.
- 21. All above conditions will be enforced, unless with order of Director, SLIET are obtained relaxing any specific condition in any specific instance.
- 22. The Tenderer must quote for only those items that it can supply. Non supply of quoted items within stipulated period will attract penalty as stated in pt 16 above and failing to supply items within 04 weeks after the expiry of the stipulated period may result in Tender cancellation and forfeit of EMD.
- 23. The Tender not strictly in accordance with the above conditions are liable to be rejected without consideration
- 24. Without prejudice to other rights of the Director, SLIET the contractor shall be liable to pay at the rate of 10% of the value of the order by way of liquidated damages which will be recoverable from any amount due to the contractor whether under this or any other contractor.
- 25. The Director, SLIET does not bind himself to accept the lowest Tender and reserves to himself the right to reject any or all Tenders without assigning any reasons, whatsoever. He may also increase or decrease the quantity of items.
- 26. No Tender will be considered unless and until all the documents are properly signed.
- 27. In the event of Tender being accepted the Tender will be converted into a contract which will be governed conditions of the contract. The instructions to Tenderers shall also form part of the contract.

- 28. The quoted rates in no case shall be exceeding the M.R.P. Responsibility of any legal complications arising out of this action of the Tenderer will be its own responsibility.
- 29. Supplying spurious items or items with false trade marks shall result in cancellation of Tender and forfeit of EMD.
- 30. Tender of already blacklisted firm/parties by any Govt. organization/SLIET shall not be considered/intertained.
- 31. The time for and date of delivery or dispatch stipulated in a supply order shall be deemed to be the essence of the contract and should the contractor fail to deliver of dispatch any consignment within the period prescribed for such delivery of dispatch, stipulated in the supply order, the delayed consignment will be subject to ½ % percent penalty per consignment per week recoverable on the value of the items supplied. In case of non-payment by the contractor recovery will be made from his bills or amount of earnest money deposit or security deposited with the Director, S.L.I.E.T., provided also that:-
- (a) No recovery of penalty will be made if the delayed supplies are accepted by extending the delivery period by the Director, S.L.I.E.T.
- (b) The Director, S.L.I.E.T will allow extension upto two weeks on the request of the supplier by recording in writing that the exception circumstances were beyond the control of the supplier and there was no loss to the institute but where the delay on the part of the supplier is more than two weeks the mater for extension of delivery period will be decided by the Director, S.L.I.E.T., on satisfaction that there are genuine reasons for delay on the part of the supplier and that no loss will result to the Institute in case extension in delivery period is allowed in each individual purchase case exceeding two weeks but upto eight weeks. No. further extension will be allowed.
- (c) On the failure of the supplier to make supply within the extended period on receipt of such information in the office of the Director, S.L.I.E.T., risk purchase at the cost of supplier will be made by the Director, S.L.I.E.T. The difference of exceeds of cost thus incurred will be recovered from the supplier in a suitable manner and even, and even from his pending bills, earnest money or security whichever is available. This procedure will be adopted after sending registered notice to the supplier to supply stores within 15 days. Directors, S.L.I.E.T., reserve the right to forfeit the EMD and to place the firm under the panel of black listed firms.
- 32. The contractor acknowledges that he has made himself fully acquainted with all the conditions and circumstances under with the supplies required under the contract will have to be made of furnished and with all the terms, clauses, conditions, specifications and other details of the contract and the contractor, shall not plead ignorance or any of those as excuse incase of complaint against or to rejection of supplies Tendered by him or with a view to asking for encashment of any rates agreed to the contract or to evading and of his obligation under the contract.
- 33. No payment will be made in advance for any supplies under this contract.
- 34. In the event of the contractor failing duly and properly to fulfill or committing breach of any of any of the terms and conditions of this contract or repeatedly supplying goods liable to rejection hereunder of failing, declining, neglecting or delaying to comply with any demand or requisition or otherwise not executing the same in accordance with the terms of this contract or if the contractor or his agents or employees being guilty of fraud in respect of the contract of any other contract entered to by the contractor or any of his partners of representatives thereof with Institute directing, giving, promising of offering any bribes, gratuity, gift, loan, perquisite, reward or advantages pecuniary or otherwise to any person in the employment of the Institute in any way relating to such officers or person or persons, office or employment or it the contractor or any of his partners, become insolvent or apply for relief as insolvent debtor commence any insolvency proceeding of make any composition with his/their creditors or attempts to do so then without prejudice to Institute's right and remedies otherwise, Director, SLIET shall be entitled to terminate this contract forthwith forefeet the security and to blacklist the contractor and purchase or procure or arrange otherwise at the contractor's risk and at the absolute discretion of the Director, SLIET as regard the manner place or time of such purchases, such supplies as have not been supplied or have been rejected under this agreement or are required subsequently by the Director, SLIET there under in case purchase or supplies together with all incidental charges or expenses, shall be recoverable from the contractor on demand, and the contractor shall not be entitled to benefit from any profit which may thus accrue to Institute. The termination of this contract in whole or part under these conditions shall not be affected by the acceptance, meanwhile or subsequently, of supplies accepted or made at any time whether in ignorance of the termination or otherwise.
- 35. If any question, difference or objection whatsoever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights, duties or liabilities of either party than save in so far as the decision of any such matter is here in before provided for and has been so decided, every such matter including whether its decision has been otherwise provided for and/ or whether it has been finally decided accordingly or whether the contract should be terminated or has been rightly terminated in whole or part and as regards the rights and obligations of the parties as the result of such termination shall be decided by the Director, S.L.I.E.T. and decision shall be final and binding.
- 36. The Engineer In-charge has reserved the right to purchase any item (covered under the Tender items) at any time from a reliable source at reasonable price, in case of any exigency of work.

**Read and Accepted** 

Signature of the Tenderer with Seal



#### **ANNEXURE-C**

Format of undertaking, to be furnished on company letter head with regard to black listing/non-debarment by organization.