

Fresh & Healthy Enterprises Ltd.

(A Wholly Owned Subsidiary of Container Corporation India Ltd.),
A Government of India Enterprises, Under Ministry of Railways
CA Store, HSIIDC Industrial Estate, RAI, Distt. Sonipat, Haryana
India – 131029, Mob. 9560391720, Ph. 011-41222500

TENDER No:- FHEL/Rai/T/CA chamber repair/2022

**TECHNO COMMERCIAL BID
(E- Tendering Mode Only)**

Name of work: Converting 13 chiller chambers to Controlled Atmosphere (CA) Chambers along with repairing and commissioning of ICA panel, CO2 scrubber, Nitrogen Plant, Pneumatic Valves, replacement of cooling coil of evaporating/AHU units including sealing of chamber etc. complete as required for CA Chamber operation at CA Stores at FHEL, HSIIDC Industrial Area, Rai, Sonipat Pin-131029, Haryana.

**NOTICE INVITING E - TENDER
(E – TENDERING MODE ONLY)**

1. Online E-Tenders in SINGLE BID system are invited for the below mentioned works from established, experienced and reliable firms/contractors/joint venture/consortium firms (Only Through E-tender Mode).
2. The complete Tender document can be viewed and downloaded only from the website (www.tenderwizard.com/FHEL) during the tender sale period. Tender Form shall be issued free of cost to all tenderers. The intending bidders should submit the tender processing fee, through e-payment, at the time of making online request.
3. Complete tender papers, duly accompanied with receipts of e-payment of EMD shall be received online as per date and time mentioned below. Tender shall be opened through E-Tendering systems, in presence of bidders or their authorized representatives.

Tender No.	FHEL/Rai/T/CA chamber repair/2022
Name of Work	Converting 13 chiller chambers to Controlled Atmosphere (CA) Chambers along with repairing and commissioning of ICA panel, CO2 scrubber, Nitrogen Plant, Pneumatic Valves, replacement of cooling coil of evaporating/AHU units including sealing of chamber etc. complete as required for CA Chamber operation at CA Stores at FHEL, HSIIDC Industrial Area, Rai, Sonipat Pin-131029, Haryana.
Estimated Cost	Rs.1,66,37,528/- (Inclusive of GST)
Completion Period	45 Days
Earnest Money Deposit	Rs.2,33,200/- through e-payment
Cost of Tender Document (Non-refundable)	Nil
Tender Processing Fee (Non-refundable)	Rs.4,720/- (inclusive all taxes & duties through e-payment.)

Date of sale of Tender (online)	From 03/08/2022 (11:00 Hrs) to 16/08/2022 (upto 17:00 Hrs)
Date & Time of submission of Tender.	17/08/2022 up to 17:00 Hrs. (E-Tendering Mode Only)
Date & Time of Opening of Tender.	18/08/2022 at 11:30 Hrs.
Financial eligibility Criteria	The Tenderer must have received total contractual payments of Rs.249.56 Lakhs in the previous three financial Years (i.e.2019-2020, 2020-2021, & 2021-2022) and the current Financial Year 2022-23 up to the date of opening of tender. The tenderers shall submit certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. In support of contractual payment received, the tenderer shall submit Chartered Accountant Certificate as per Annexure-E.
Experience with respect to similar nature of work	Tenderer must have successfully completed at least one similar work for (Construction or Operation and Maintenance of Controlled Atmosphere stores (CA stores) costing not less than the amount equal to Rs.99.83 Lakhs OR two similar works each costing not less than the amount equal to Rs.66.55 Lakhs OR three similar works each costing not less than the amount equal to Rs.49.91 Lakhs during the last 07 (Seven) years, ending last day of month previous to the one in which tender is invited.

4. This Notice Inviting E-Tender is available at CPP Portal, www.tenderwizard.com/FHEL and www.concorindia.com.
5. Any downloading from the website is at the sole risk & responsibility of the user after paying the tender sale price and processing fee.
6. To participate in the E-Tender, it is mandatory for the bidder to have user ID & password, which has to be obtained by submitting an annual registration charge of Rs.1500/- + GST @ 18% to ITI, through e-payment.
7. The Tender processing fee shall be paid through payment Gateway of FHEL in E-Tendering Portal at www.tenderwizard.com/FHEL).
8. Corrigendum/Addendum to this Tender, if any, will be published on website www.concorindia.com, www.tenderwizard.com/FHEL and Central Procurement Portal (CPP) only. Newspaper press advertisement shall not be issued for the same.
9. Joint Venture firms can apply, in case of estimated advertised tender value above **Rs.10 Crore.**
10. The GST shall be applicable on FHEL works and shall not be reimbursed by FHEL. The details regarding applicability of GST is available at clause 13.2 of "Instructions to Tenderers". Therefore, tenderer / bidder shall quote their rates **inclusive of GST**, as applicable after study the same and **GST** will not be paid / reimbursed by FHEL.
11. If the overall rate, quoted by two or more qualified successful bidders, is the lowest and same, then the successful bidder will be selected on the basis of lottery in presence of concerned bidders. The Tender Evaluation Committee will conduct the lottery.

12. FHEL reserves the right to reject any or all the tenders without assigning any reason thereof.
13. The tender processing fee should be deposited by bidder at the time of tender purchase through e- payment
14. Price Variation clause (PVC) is not applicable in this work contract.
15. For any difficulty in downloading & submission of tender document at website www.tenderwizard.com/FHEL please contact at tenderwizard.com helpdesk no. 011-49424365 or cell no.08800378607.

CEO/FHEL
Phone No.: 011- 41222500

Fresh & Healthy Enterprises Ltd.

(A Wholly Owned Subsidiary of Container Corporation India Ltd.),
A Government of India Enterprises, Under Ministry of Railways
CA Store, HSIIDC Industrial Estate, RAI, Distt. Sonipat, Haryana
India – 131029 Ph. +919560391720 Ph. 011-41222500

NOTICE INVITING E - TENDER
(E – TENDERING MODE ONLY)

FHEL invites E-Tender in single Packet System of tendering for the following work:-

Tender No.	FHEL/Rai/T/CA chamber repair/2022
Name of Work	Converting 13 chiller chambers to Controlled Atmosphere (CA) Chambers alongwith repairing and commissioning of ICA panel, CO2 scrubber, Nitrogen Plant, Pneumatic Valves, replacement of cooling coil of evaporating/AHU units including sealing of chamber etc. complete as required for CA Chamber operation at CA Stores at FHEL, HSIIDC Industrial Area, Rai, Sonipat Pin-131029, Haryana.
Estimated Cost	Rs. 1,66,37,528/- (Inclusive of GST)
Completion Period	45 days
Earnest Money Deposit	Rs. 2,33,200/- through e-payment
Cost of Tender Document (Non-refundable)	NIL
Tender Processing Fee (Non-refundable)	Rs.4,720/- (inclusive all taxes & duties through e-payment.)
Date of sale of Tender (online)	From 03/08/2022 (11:00 Hrs) to 16/08/2022 (upto 17:00 Hrs)
Date & Time of submission of Tender.	17/08/2022 up to 17:00 Hrs. (E-Tendering Mode Only)
Date & Time of Opening of Tender.	18/08/2022 at 11:30 Hrs.

For financial eligibility criteria, experience with respect to similar nature of work, etc, please refer to detailed tender notice available on website www.concorindia.com, but the complete tender document can be downloaded from website www.tenderwizard.com/FHEL only. Further, Corrigendum/Addendum to this Tender, if any, will be published on website www.concorindia.com, [www.tenderwizard.com/ FHEL](http://www.tenderwizard.com/FHEL) and Central Procurement Portal (CPP) only. Newspaper press advertisement shall not be issued for the same.

CEO/FHEL
Phone No.: 011- 41222500

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Check list to be filled by Bidder before Submission of Bid

S. No.	Documents to be submitted by the tenderer along with their Price bid	Check & confirm of having attached these documents along with Bid (Yes/No)
1.	EMD to be submitted through e-payment	
2.	Pre-Qualification (PQ) Performa	
3.	Complete Balance Sheets with Profit & Loss accounts for the specified last three years and Chartered Accountant's certificate of financial turnover. In support of contractual payment received, the tenderer shall submit Chartered Accountant Certificate as per Annexure-E.	
4.	Affidavit for sole Proprietorship/Partnership deed of partnership firm/LLP (Limited Liability Partnership) Memorandum & Articles of Association, for private, limited company/ Registered Society/Registered Trust/ joint venture agreement for JV firm.	
5.	Certificate of Registration with Registrars of Company (ROC) in case of Ltd. / Pvt. Ltd. Registered Society/ Registered Trust company/PSU, if required.	
6.	Power of Attorney in original, if required	
7.	Letter of submission of tender on the letter head of bidder.	
8.	Submission of complete tender document, duly stamp and signed.	
9.	Integrity Pact duly signed	
10.	PF Registration No	
11.	ESI Registration No	
12.	Permanent Account Number (PAN) Card	
13.	GST registration Certificate (as applicable)	
14.	Bank Details (Account No., Bank Name, MICR No, RTGS No. copy of cancelled cheque)	
15.	Copy of Certificate Annexure B to be submitted along with Tender	
16.	Affidavit Annexure D to be submitted along with tender	

PRE-QUALIFYING (PQ)-PERFORMA

**MANDATORY PRE-QUALIFYING (PQ)-PROFORMA/COMPARATIVE STATEMENT
(To be filled by bidder and submitted along with tender document)**

Name of Work: Converting 13 chiller chambers to Controlled Atmosphere (CA) Chambers alongwith repairing and commissioning of ICA panel, CO2 scrubber, Nitrogen Plant, Pneumatic Valves, replacement of cooling coil of evaporating/AHU units including sealing of chamber etc. complete as required for CA Chamber operation at CA Stores at FHEL, HSIIDC Industrial Area, Rai, Sonipat Pin-131029, Haryana.		
Tender no: FHEL/Rai/T/CA chamber repair/2022		
NAME OF THE FIRM:-		
S. No.	Description	Details
1	Name, Address, Organization ID, Tel. /Fax No. & e-mail address of Bidder	
2	Attested copy of Firm Details (Proprietorship /Partnership/private limited/ limited/ Registered Society/Registered Trust/LLP (Limited Liability Partnership), Joint Venture).	
3	Attested Copy of Power of Attorney details to sign Tender Document.	
4	EMD to be submitted through e-payment	
5	PF Registration. No	
6	ESI Registration. No	
7	GST Registration No	
8	PAN No. of the firm	
9	Letter of Submission of tender	
10	Chartered Accountant's (CA) Certificate for contractual payments received in the previous three financial years (i.e.2019-2020,2020-2021, & 2021-2022) and the current financial year 2022-23 upto the date of opening of tender. In support of contractual payment received, the tenderer shall submit Chartered Accountant Certificate as per Annexure-E.	
11	Contractual payments received in the previous three financial years (i.e.2019-2020, 2020-2021, & 2021-2022) and the	

	current financial 2022-23 year upto the date of opening of tender. The tenderer shall submit an attested Certificate from the concerned department /client and/or Audited Balance Sheet duly certified by the Chartered Accountant etc.	
12	Financial Eligibility Criteria : - The Tenderer must have received total contractual payments of Rs.249.56 Lakhs in the previous three financial Years (i.e.2019-2020, 2020-2021, & 2021-2022) and the current Financial Year 2022-23 up to the date of opening of tender. The tenderers shall submit certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. In support of contractual payment received, the tenderer shall submit Chartered Accountant Certificate as per Annexure-E.	
15	Tenderer must have successfully completed at least one similar work for (Construction or Operation and Maintenance of Controlled Atmosphere stores (CA stores) costing not less than the amount equal to Rs.99.83 Lakhs OR two similar works each costing not less than the amount equal to Rs.66.55 Lakhs OR three similar works each costing not less than the amount equal to Rs.49.91 Lakhs during the last 07 (Seven) years, ending last day of month previous to the one in which tender is invited.	
(i)	Name of Work:-	
	Date of Start	
	Date of Completion (Stipulated/Original)	
	Date of Completion (Actual/Final)	
	Completion Cost	
(ii)	Name of Work:-	
	Date of Start	
	Date of Completion (Stipulated/Original)	
	Date of Completion (Actual/Final)	
	Completion Cost	

(iii)	Name of Work:-	
	Date of Start	
	Date of Completion (Stipulated/Original)	
	Date of Completion (Actual/Final)	
	Completion Cost	
16	List of Permanent Technical Persons.	
17	Bank Detail i.e. Cancelled Cheque, Name of Bank, Account Number, MICR No. RTGS No., Bank Telephone	
18	Copy of Certificate (Annexure - B) to be submitted by the bidder as per format along with tender.	
19	Affidavit (Annexure-D) to be submitted along with tender.	
20	Details of any other information	
Note: 1:- Bidders have to fill the complete details in Pre-Qualifying Performa.		
Note: 2. The documents pertaining to above details should be scanned and uploaded in the e-tendering website at the time of online tender submission.		
Note: 3 RTGS/ NEFT E-payment Challans with UTR no. <u>duly authenticated by Bank</u> may also be scanned & uploaded along with tender submission.		
Note: 4 Affidavit (Annexure - B) must be submitted by the bidder.		

SECTION – I
TENDER LETTER & AFFIDAVITS
(Tender Letter)

To

Name of Work: Converting 13 chiller chambers to Controlled Atmosphere (CA) Chambers alongwith repairing and commissioning of ICA panel, CO2 scrubber, Nitrogen Plant, Pneumatic Valves, replacement of cooling coil of evaporating/AHU units including sealing of chamber etc. complete as required for CA Chamber operation at CA Stores at FHEL, HSIIDC Industrial Area, Rai, Sonipat Pin-131029, Haryana.

Dear Sir,

Enclosed please find herewith a complete set of tender documents for work mentioned above.

TECHNO COMMERCIAL BID

Section-I	-	Tender Letter and Affidavits
Section-II	-	Instructions to Tenderers
Section-III	-	Integrity Pact
Section-IV	-	General and Special Terms & Conditions of Contract
Section-V	-	Scope of Work
Section-VI	-	Technical Details
Section-VII	-	Letter of submission of tender
Section-VIII	-	Agreement of Work
Section IX	-	Performance Security Form
Section-X	-	Bill of Quantity/Price Bid

1. Your offer in E-Tender mode, is invited in single packet system of tendering, as per time, date and other instructions indicated below. You are requested to peruse instructions contained in the above documents and submit your tender on the due date and time as mentioned in the tender notice duly signed on each page along with requisite credentials, through e-tendering mode on the website www.tenderwizard.com/FHEL. No other mode is acceptable. Pre-qualification documents in requisite form shall be submitted along with techno commercial bid, in case of single packet system of tendering.
- 2.0 The tender should accompany the following documents scanned and uploaded using the Digital signature for signing the documents:
 - i) Attested copies of Affidavit for sole proprietorship / partnership deed / memorandum and Articles of Association along with details pertaining to place of registration, principal place of business of the firm, etc,
 - ii) Attested copy of power of attorney on non-judicial stamp paper of appropriate value of the signatory of bid on behalf of the tenderer.
 - iii) EMD to be submitted through e- payment only.

iv) Attested copy of PF Registration Certificate, PAN card and ESI Registration Certificate.

v) **Financial Eligibility Criteria**

The Tenderer must have received total contractual payments of Rs.249.56 Lakhs in the previous three financial Years (i.e.2019-20,2020-21, & 2021-22) and the current Financial Year up to the date of opening of tender. The tenderers shall submit certificates to this effect which may be an attested Certificate from the concerned department /client and/or Audited Balance Sheet duly certified by the Chartered Accountant etc. **In support of contractual payment received, the tenderer shall submit Chartered Accountant Certificate as per Annexure-E.**

vi) **Technical Eligibility Criteria :-**

Tenderer must have successfully completed at least one similar work for (Construction or Operation and Maintenance of Controlled Atmosphere stores (CA stores) costing not less than the amount equal to Rs.99.83 Lakhs OR two similar works each costing not less than the amount equal to Rs.66.55 Lakhs OR three similar works each costing not less than the amount equal to Rs.49.91 Lakhs during the last 07 (Seven) years, ending last day of month previous to the one in which tender is invited.

- vii) Any other information, which the contractor may like to submit in support of his capabilities, etc.
- viii) General conditions of contract along with addendum / corrigendum and Errata if any duly read and signed on all pages.
- ix) Special conditions of contract duly read and signed on all pages.
- x) Instructions to tenderers read and signed on all pages.
- xi) Letter of submission of tender.
- xii) Bill of quantities i.e. Section-X with rates & amounts duly filled in words and figures. Total cost of bid should also be indicated in words and figures duly signed.
- xiii) Copy of Certificate of Annexure B
- xiv) Affidavit Annexure D.

Note:

The above documents should be scanned and uploaded in the e-tendering website at the time of online tender submission and all credential documents shall be attested by Gazetted officer or Notary or self-signed.

3.0 General

- 3.1 All correspondence in connection with Tenders shall be addressed to CEO/FHEL.
- 3.2 The Tender No. as given in NIT and for Techno Commercial & for Financial bid and the subject must appear on all correspondence and documents.
- 3.3 The tender shall be on sale (on line) from **03/08/2022 (11:00 hrs) to 16/08/2022 (upto17:00hrs) at website www.tenderwizard.com/FHEL.**
- 3.4 **Complete tender documents must be submitted on or before 17.00 hrs. of 17/08/2022 through E-Tendering mode only at website www.tenderwizard.comFHEL.**

- 3.5 **Tender will be opened at 11.30 hrs. on 18/08/2022** in presence of tenderers or their authorized representatives who are desirous of being present at the opening through E-Tender system.
- 3.6 In case tender opening date is declared a public holiday then tenders will be opened at the same time on the next working day.
4. Period of completion of the entire work is **45 days** from the 15th day after the date of issue of letter of acceptance.
5. Tenderers are requested to peruse the “Instructions to Tenderers” and all other tender documents and upload their tender duly sealed.
6. No deviation to essential Technical and Commercial conditions (Like payment, Delivery Schedule, Taxes, Validity of offer, Validity of EMD, Performance Guarantee etc.,) shall be permitted to the vendors. Offers not complying with essential technical and commercial requirements of the tender shall be declared as ineligible for award of contract. However, FHEL may waive off any minor infirmity or non-conformity in an e-bid provided such waiver does not prejudice or affect the relative ranking of any bidder. FHEL and its decision thereon shall be final and binding on the bidders.

In case of absence of any deviation a “Nil Deviation” undertaking will have to be furnished by the Bidder as per Annexure-F.

7. Fresh and Healthy Enterprises Ltd., reserves the right to accept or reject any or all the tenders in part or full irrespective of their being lowest, without assigning any reason.
8. Time is the essence of the contract.
9. Tenderers are requested to peruse the minimum qualifying criteria to be fulfilled by tenderers for their eligibility to participate in the tender. The details of minimum qualifying criteria are indicated in NIT and “Annexure – A”.
10. **Tenders are also advised to visit the site & get conversant with the installation & related work expected of them prior to submission of bids.**

IT IS BROUGHT TO THE NOTICE OF TENDERERS THAT THEIR TENDER WILL NOT BE CONSIDERED, IF THEY FAIL TO FULFILL THE MINIMUM ELIGIBILITY AS INDICATED IN NIT AND “ANNEXURE–A.

Yours Faithfully,

CEO/FHEL

For Fresh and Healthy Enterprises Ltd.

MINIMUM CRITERIA FOR ELIGIBILITY OF THE TENDERERS

Name of Work: Converting 13 chiller chambers to Controlled Atmosphere (CA) Chambers alongwith repairing and commissioning of ICA panel, CO2 scrubber, Nitrogen Plant, Pneumatic Valves, replacement of cooling coil of evaporating/AHU units including sealing of chamber etc. complete as required for CA Chamber operation at CA Stores at FHEL, HSIIDC Industrial Area, Rai, Sonipat Pin-131029, Haryana.

- i) EMD of Rs. 2,33,200/- to be submitted **through E-Payment only**.
- ii) The Tenderer must have received total contractual payments of Rs.249.56 Lakhs in the previous three financial Years (i.e. 2019-2020,2020-2021, & 2021-2022) and the current Financial Year upto the date of opening of tender. The tenderers shall submit certificates to this effect which may be an attested Certificate from the concerned department /client and/or Audited Balance Sheet duly certified by the Chartered Accountant etc. **In support of contractual payment received, the tenderer shall submit Chartered Accountant Certificate as per Annexure-E.**
- iii) Tenderer must have successfully completed at least one similar work for (Construction or Operation and Maintenance of Controlled Atmosphere stores (CA stores) costing not less than the amount equal to Rs.99.83 Lakhs OR two similar works each costing not less than the amount equal to Rs.66.55 Lakhs OR three similar works each costing not less than the amount equal to Rs.49.91 Lakhs during the last 07 (Seven) years, ending last day of month previous to the one in which tender is invited.
- iv) **Copy of Certificate (Annexure-B)** duly filled up and signed on stamp paper.

NOTE:

- i) Tenderer not fulfilling the above requirements, shall be summarily rejected.
- ii) In case tenderer does not submit Turnover details of a particular year, then Turnover of that year will be treated as “NIL”.
- iii) For judging the technical eligibility only those works which had been executed by established, experienced and reliable firms/contractors/joint venture/consortium firms shall also be considered and the tenderer will submit the certificate to this effect from the officer concerned duly signed under the official seal.
- iv) The work experience of works executed on back-to-back basis/sublated works shall not be considered.

CERTIFICATE

(FORMAT FOR CERTIFICATE TO BE SUBMITTED/UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS)

I _____ (Name and designation)_____ appointed as the attorney/ authorized signatory of the tenderer (including its constituents), M/s. _____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the Tender No. _____ of FHEL, do hereby solemnly affirm and State on behalf of the tenderer including its constituents as under:

1. I/ We the tenderer (s), am/ are signing this document after carefully reading the contents.
2. I/ We the tenderer (s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/ We hereby declare that I/We have downloaded the tender documents from FHEL's tender portal www.tenderwizard.com/FHEL and printed the same. I/We have verified the content of the printed document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with FHEL shall be final and binding upon me/us. The decision of FHEL with regard to such discrepancies shall be final and binding upon me/us.
4. I/We hereby declare that I/we comply with all terms and conditions of FHEL,s tender document and I/we will submit signed and stamped copy of FHEL's tender document as enclosure of contract/agreement on award of LOA/LOI/Work Order.
5. I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
6. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted alongwith the offer and same shall be binding upon me/us.
7. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/We are fully responsible for the correctness of the information and documents, submitted by us.
8. I/We understand that if the certificates regarding eligibility criteria, submitted by us are found to be forged/ false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for a period of upto five years. Further, I/We _____ of M/s _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/ We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time, after the award of the contract, it will lead to termination of the contract, along with forfeiture of MD/SD, Performance guarantee and other dues if any, besides any other action provided in the contract including anning of business for a period of upto five year.
10. I/We certify that I/We are not black listed or debarred by Railway or any other Ministry / Department of the Govt. of India from participation in tenders/contract on the date of opening of bids either in individual capacity or as a member of the JV in which they were/are members.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/ our above certificate are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE OF THE TENDERER

Place:-

Dated:-

Details as appropriate are to be filled in suitably by tenderer

FORM OF DECLARATION TO BE GIVEN BY THE TENDERER

BEFORE TENDER NEGOTIATION

I/We..... do declare that in the event of failure of the contemplated negotiations relating to Tender No. opened on my original tender shall remain open for acceptance on its original terms and conditions. I/We also declare that I/We am aware that during this negotiation, I cannot increase the originally quoted rates against any of the individual items and that in the event of my doing so, the same would not be considered at all i.e. reduction in rates during negotiation alone would be considered and for some items if I/We increase the rates, the same would not be considered and in lieu my originally quoted rates alone would be considered and my offer would be evaluated accordingly.

Signature of Tenderer's with stamp

AFFIDAVIT

(To be submitted by bidder on non-judicial stamp paper of minimum value of Rs.100/- along with their Tender)

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of department, then I/We shall be debarred for bidding in FHEL in future forever. Also, if such a violation comes to the notice of department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of earnest money deposit / performance guarantee. (Scanned copy of this affidavit to be uploaded at the time of submission of bid).

Signature of Tenderer Stamp

(ON THE LETTER HEAD OF CHARTERED ACCOUNTANT)

To

Fresh & Healthy Enterprises Ltd.
 CA Store, HSIIDC Industrial Estate,
 RAI, Distt. Sonapat, Haryana
 India – 131029

Sub: Total Contractual Payments Received.

It is to certify that contractual payment received of M/s.....during current financial year and preceding three financial year as extracted from Balance Sheet Certificate issued by the employer client Form-16, Form 26AS etc. are as under:

SN	Financial Year	Total Turnover/Revenue Income from Operation as per balance Sheet (In Rs.)	Contractual Payment Received (in Rs.)
1	FY_____		
2	FY_____		
3	FY_____		
4	Current Financial Year upto the date of inviting of tender.		
	Total		

Yours Sincerely**(Name & sign of Chartered Accountant)**

(Seal of firm)

Date:

Registration No.

Email:

Phone:

Fax:

Note:

- (a) In case of JV firm, details of contractual payment received by each member of JV is required to be submitted.
- (b) Submission of above statement along with offer is mandatory and in case the tenderer fails to submit the same, their/his offer are/is liable to be rejected.
- (c) FHEL may ask the tenderer for online verification of form 26AS.

PROFORMA FOR STATEMENT OF DEVIATIONS

- (1) The following are the particulars of deviations from the requirement of tender Specifications (Section-I, Tender Letter & Affidavits)

<u>Clause</u>	<u>Deviation</u>	<u>Remarks (including justification)</u>
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- (2) The following are the particulars of deviations from the requirements of the tender specifications (Section-II, Instructions to Tenderers)

<u>Clause</u>	<u>Deviation</u>	<u>Remarks (including justification)</u>
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- (3) The following are the particulars of deviations from the requirement of tender Specifications (Section-IV General and Special Terms & Conditions of Contract)

<u>Clause</u>	<u>Deviation</u>	<u>Remarks (including justification)</u>
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.....

(Signature and seal of the Manufacturer/Tenderer)

Note . Where there is no deviation, the statement should be returned duly signed with an endorsement indicating **(NIL DEVIATION)**.

SECTION – II
INSTRUCTIONS TO TENDERERS

1. INSTRUCTIONS TO TENDERER

FHEL invites sealed Open Tender For “Converting 13 chiller chambers to Controlled Atmosphere (CA) Chambers alongwith repairing and commissioning of ICA panel, CO2 scrubber, Nitrogen Plant, Pneumatic Valves, replacement of cooling coil of evaporating/AHU units including sealing of chamber etc. complete as required for CA Chamber operation at CA Stores at FHEL, HSIIDC Industrial Area, Rai, Sonipat Pin-131029, Haryana.” in single packet system.

- 1.0 Tender documents consisting of Instruction to Tenderers, special condition of Contract, General Condition of Contract, Scope of Work, schedule of quantities of work, etc. can be downloaded from the website www.tenderwizard.com/FHEL from [03/08/2022](http://www.tenderwizard.com/FHEL) (11:00hrs) to [16/08/2022](http://www.tenderwizard.com/FHEL) (upto 17:00hrs).
- 2.0 Tenderer digital signature on the E- Tender form will be considered as their confirmation that they have read and accepted all the conditions laid down in the tender documents, unless specific deviation is quoted in the techno- commercial offer form.
 - 2.1 E-Tender form is not transferrable and the same is to be submitted with digital signature/ signed & scanned copy by the pre- authorized personnel of the bidder. Tender is to be submitted through e-tender-mode only at website www.tenderwizard.com/FHEL alongwith scanned copies of credential papers.
 - 2.2 For what so ever reasons, if any part of FHEL tender document is not uploaded/submitted by the bidder, other than financial and technical offers and requisite Pre-Qualifying credentials, in that case the missing part of the tender document shall be treated as read and acceptable to bidder. **Missing part of FHEL tender document shall not be called for re-submission, however, the same shall form part of contract agreement and shall be binding on tenderer.**
- 3.0 EMD to be submitted through e payment only. No interest shall be allowed on the Earnest Money.
 - 3.1 Any request for recovery from outstanding bills for earnest money against present tender will not under any circumstances be entertained. Tenders submitted with earnest money in forms of cheque, Government Securities or in any form other than those specified above shall not be considered.

4.0 QUALIFICATION CRITERIA

- 4.1 EMD of Rs. 2,33,200/- to be submitted through E-Payment only.
- 4.2 Copy of Documents showing Proof of Employment i.e. the tenderer shall have PF & ESI registration nos.
- 4.3 Copy of partnership deed with copy of registration certificate if tenderer is a partnership firm memorandum and articles of association along with copy of incorporation certificate in case of company or in case of sole proprietor, an affidavit may be enclosed
- 4.4 The Tenderer must have received total contractual payments of Rs.249.56 Lakhs in the previous three financial Years (i.e.2019-20, 2020-21, & 2021-22) and the current Financial Year up to the date of opening of tender. The tenderers shall submit certificates to this effect which may be an attested Certificate from the concerned department / client and/or Audited Balance Sheet duly certified by the Chartered Accountant etc.

- 4.5 Tenderer must have successfully completed at least one similar work for (Construction or Operation and Maintenance of Controlled Atmosphere stores (CA stores) costing not less than the amount equal to Rs.99.83 Lakhs OR two similar works each costing not less than the amount equal to Rs.66.55 Lakhs OR three similar works each costing not less than the amount equal to Rs.49.91 Lakhs during the last 07 (Seven) years, ending last day of month previous to the one in which tender is invited.
- 4.6 GST registration number and copy of GST registration certificate.
- 4.7 Contractors may note that fulfilling the qualifying criteria will not tantamount to award of contract or any obligation on part of FHEL to award the contract to the bidder.

5.0 CORRECTION OF ERRORS : Tenders will be checked and corrected by FHEL for any arithmetical errors in computation and summation as follows:

- 5.1 Where percentage rate is asked for, tenderer should write percentage in figures only. Tenderers may note that noncompliance of above may lead to rejection of their tender.
- 5.2 In case of manual tendering, the tenderer should quote their rates & amount in figures, wherever applicable in tender document. In case of discrepancy in rates & amount, the rates will prevail and in case of rates in figures & words, the rates in words will prevail.

However, in case of E-tendering rates should be quoted in figures only. Tenderers may note that non-compliance of above may lead to rejection of their tender.

5.3 The bid documents shall be taken as complimentary and mutually explanatory of one another but in case of ambiguity or discrepancy, shall take precedence in the order given below:

- (a) Bill of Quantity/Price Bid (BOQ)
- (b) General and Special Terms and Conditions of contract
- (c) Scope of work & Additional conditions of conditions of contract
- (d) Instructions to tenderers

6.0 Tenders completed as per instructions will be submitted through e-tendering mode only in the website **www.tenderwizard.com/FHEL** as per the prescribed date and time mentioned in the tender notice and tender will be opened on the prescribed date and time in the presence of tenderers or their authorized representative who may wish to be present. Only one representative of each tenderer, who has submitted the tender, will be allowed.

7.0 Delayed Tender/ Late tender/Post tender/ Shall not be opened and will be summarily rejected in case of physical mode. However, this condition is not applicable in E-Tendering system.

8.0 In E-Tendering, Bids in physical form in tender box/by post shall not be accepted.

9.0 Submission of tender and credential documents through E-Tender website www.tenderwizard.com/FHEL is sole risk & responsibility of the bidder. Any claim on this account will not be entertained. Hence, bidder should ensure that tender along with all requisite credential papers should be submitted / uploaded on the e-tender website on or before tender submission date and time.

10. The tenderer is advised in his own interest to visit the site of work and acquaint him with all local conditions. Work will involve for Converting 13 chiller chambers to Controlled Atmosphere (CA) Chambers alongwith repairing and commissioning of ICA panel, CO2 scrubber, Nitrogen Plant, Pneumatic Valves, replacement of cooling coil of evaporating/AHU units including sealing of chamber etc. complete as required for CA Chamber operation at CA Stores at FHEL, HSIIDC Industrial Area, Rai, Sonipat Pin-131029, Haryana. The Tenderer

should get himself familiarized with location / Area of the working place before quoting the rates.

11. The Tenderers who are constituents of a Firm, Company and Association must forward attested copies of the constitution of their concern, power of attorney and partnership deed with their tender. The tender documents in such cases are to be signed by such person as may be legally competent to sign them on behalf of the Firm, Company, Association or Society as the case may be. The tenders, who are not accompanied by the above documents, are liable to be rejected. FHEL will not be bound by any power of attorney granted by the tenderer for changes in composition of the firm made subsequent to the execution of lease. FHEL may, however, recognize such power of attorney and changes after obtaining proper legal advice, cost of which will be chargeable to the tenderer. The cancellation of any document such as power of attorney, partnership deed etc., shall forthwith be communicated to FHEL in writing, failing which FHEL shall have no responsibility or liability for any action taken on the strength of the said documents.

12.0 ACCEPTANCE OF TENDER:

The authority for acceptance of tendered rates will rest with the CEO/FHEL who does not bind himself to accept the lowest or any other tender nor does he undertake to assign reasons for his decision in this matter.

- 12.1 Acceptance of tendered rates will be communicated by Fax/Telegram/Express letter or formal acceptance of the tender. In case where acceptance is indicated by Fax or Express letter; the formal acceptance of the tender will be forwarded to the tenderer as soon as possible, but the Fax or Express letter should be deemed to conclude the contract.
- 12.2 The tender documents shall become the property of FHEL with FHEL having no obligation to return them.
- 12.3 Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing will be liable for rejection.
- 12.4 On acceptance of the tender, the name of accredited representative of the tenderer who would be responsible for taking instructions from FHEL shall be communicated to FHEL.
- 13.1 (a) The tenderer whose tender is accepted shall be required to appear at the office of the CEO/FHEL in person and submit performance guarantee equivalent to 3% of the contract value **with in 21 days from the date of issue of LOA/LOI/Work Order and subsequently sign the agreement.** Failure to do so shall constitute a breach of the contract concluded by acceptance of the tenderer.

(b) Commencement of Works: The Contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay.

- 13.2 (a) The Contractor / Tenderer / Vendor undertakes to take registration with GST authority for discharge of its obligation to pay GST in respect of each taxable supply and will intimate the registration details to FHEL. In respect of each supply of Goods and Services contractor/tenderer will specify whether CGST/SGST will be attracted to IGST will be attracted along with rate thereof.
- (b) The contractor/Tenderer/Vendor indemnifies FHEL, its directors, officers, employees and associates for any loss it may suffer as a result of the Contractor/Tenderer/Vendor not being registered with GST authorities or if registered, for any loss due to non-payment of tax. On request by FHEL, the Contractor/

Tenderer/ Vendor shall produce evidence that it is so registered and paid all the dues in respect of GST. The Contractor /Tenderer/Vendor will get payment of amount of tax only after the Credit thereof its received by FHEL in the electronic credit ledger on GSTN. In case the contractor/ tenderer/vendor is unregistered then submit appropriate documents establishing that agency is exempted as per the provisions of GST. Also, in case the agency is registered under Composition Levy Scheme, the same will be duly intimated to FHEL with relevant documents.

- (c) Contractor/Tenderer/Vendor shall ensure timely issue of documents such as invoices, declaration forms, reporting, uploading etc. undertaking appropriate statutory compliances as may be applicable, timely payment of GST, and filling of statutory returns within prescribed time lines, to ensure availment and utilization of eligible input tax credits by the FHEL.
 - (d) In case of any failure on the part of Contractor/Tenderer/Vendor, any interest/penalty/any other amounts, as may be applicable shall be indemnified by Contractor/Tenderer/Vendor to the FHEL.
 - (e) If as result of Change in Law, Contractor/Tenderer/Vendor obtains a benefit by way of reduction in costs due to lower tax rates and availability of ITC, Contractor/ Tenderer/ Vendor may so notify the FHEL and propose amendment to this Agreement so as to pass the incremental benefit to FHEL which puts it in the same financial position as it would have occupied had there been no such Change in Law resulting in such decreased cost to the Contractor/Tenderer/Vendor.
 - (f) Any denial of input credit due to any omission or failure on the part of the Contractor/Tenderer/Vendor, the Contractor/Tenderer/Vendor undertakes to indemnify the FHEL for any delay or denial of input tax credit along with the consequential liability, if any, as may accrue to the FHEL.
- 14. The tenderer shall treat the contents of the tender documents as private and confidential.
 - 15. Every tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the tenderer by post at his said address shall be deemed to have reached the tenderer in time.
 - 16. FHEL reserves the right to reject any or all tender forms without assigning any reason.
 - 17. Tenders with any special conditions are liable to be rejected. Tenderers are advised not to stipulate any condition of their own in the tender documents issued by FHEL. If at all the tenders finds it necessary to write/clarify/explain/ stipulate anything, it should be done on the tenderer's letterhead paper and the same should be attached to while submitting the tender. Any special condition having financial implications quoted by the tenderers will be rejected.
 - 18. If at all the tenderers are having any doubt and wanted to quote any special conditions, the same should be brought out by clearly indicating the financial implications of their conditions.
 - 19. Tenderers are advised to quote their rates considering all the above facts.
 - 20. **WITHDRAWAL OF TENDERS:** No offer shall be withdrawn in the interval between the last date for submission of tenders and the expiry of the period of tender validity specified by bidder. Otherwise Earnest Money/Bank Guarantee will be forfeited without any notice.
 - 21. **AMENDMENT OF TENDER DOCUMENTS:**
 - 21.1 At any time prior to the last date for submission of the offers, FHEL may for any reason modify the tender documents by an amendment.

- 21.2 The amendment in the form of an addendum will be published in the newspaper and will also be published on FHEL official website.
- 21.3 In order to afford to prospective Tenderers reasonable time to consider the amendment in preparing their offers, FHEL may at its discretion extend the last date for the submission of tenders.
- 21.4 Work shall be carried out as per the instructions of authorized representative of FHEL. In case of new work/alterations/modifications for Electrical work CPWD specifications (external & internal) with upto date amendment shall be followed.
22. To assist the examination, evaluation and comparison of e-bids, FHEL may, at its discretion, ask the bidder for clarification/shortfall documents of its bid. The request for clarification and the response thereto shall be in writing and no change in price or substance of the bid shall be sought/offered or permitted. Any documents submitted suomoto by the bidder through e-mail/ post/ hand delivery, etc, shall neither be entertained nor considered for evaluation.

CEO/FHEL

Phone No.: 011- 41222500

SECTION – III
INTEGRITY PACT

Fresh and Healthy Enterprises Ltd. (FHEL) herewith referred to as “The Principal:.....hereinafter referred to as “The Bidder/Contractor”.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for ‘-----’ The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles.
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s) / contractor(s)

- (1) The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contractor to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder (s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Supplier” shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

II Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of **Section 2**, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning or business dealings”.

III. Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit.
- (2) If the Principal has terminated the contract according to **Section 3**, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

IV Section-5- Previous transgression

- (1) The bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.

- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6- Equal treatment of all Bidders/Contractors/Subcontractor

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity pact, and so submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontracts.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7- Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s).

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontract which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor/Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instruction by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, CONCOR & Chairman, FHEL/Board of Directors.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upto his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The monitor will submit a written report to the CMD, CONCOR & Chairman, FHEL/Board of Directors within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to independent Directors on the FHEL Board.

- (8) If the Monitor has reported to the CMD, CONCOR & Chairman, FHEL/Board of Directors a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, CONCOR & Chairman, FHEL/Board of Directors has not within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word "Monitor" would include both singular and plural.

Section 9 – Pact Duration

This Pact being when both parties have legally signed. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, CONCOR & Chairman, FHEL/Board of Directors.

Section 10 – Other provisions

- 1) This agreement is subject to Indian law. Place of performance and jurisdiction is to the Registered Office of the Principal, i.e. New Delhi.
- 2) Changes and supplements as well as termination notice need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership this agreement must be signed by all Partners.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an Agreement to their original intentions.

Note:- The name of current Independent External Monitors are Sh. Kashinath Behera, IAS (Retd.) and Sh. Sarbesh Kumar Das, Former Director (Commercial), NMDC Ltd.

(For & On behalf of the Principal)
Office Seal

(For & On behalf of Bidder/Contractor)
Office Seal

Place _____
Date _____

Place _____
Date _____

Witness 1:
Name & Address _____

Witness 2:
Name & Address _____

SECTION – IV

GENERAL AND SPECIAL TERMS & CONDITIONS OF CONTRACT

Tender document for Converting 13 chiller chambers to Controlled Atmosphere (CA) Chambers alongwith repairing and commissioning of ICA panel, CO2 scrubber, Nitrogen Plant, Pneumatic Valves, replacement of cooling coil of evaporating/AHU units including sealing of chamber etc. complete as required for CA Chamber operation at CA Stores at FHEL, HSIIDC Industrial Area, Rai, Sonipat Pin-131029, Haryana.

1. PREAMBLE

Fresh and Healthy Enterprise Ltd. (hereinafter referred to as FHEL) is operating the Cold Store cum CA Store i.e. FHEL at Sonipat, Haryana. The main activities of it to keep the perishable good, fruits, dry fruits, kiriyana items. These cargo are stuffed/de-stuffed in containers, trucks etc either at the terminal itself or at consignee's/consignor's premises. All the major traders, importers are operating from FHEL.

2. BONAFIDE OFFER: The tenderer shall be a bonafide contractor, which shall mean an entity having documents:

2.1 Copy of Documents showing Proof of Employment i.e. the tenderer shall have PF & ESI registration nos.

2.2 Copy of partnership deed with copy of registration certificate if tenderer is a partnership firm memorandum and articles of association along with copy of incorporation certificate in case of company **or in case of sole proprietor, an affidavit may be enclosed.**

2.3 The Tenderer must have received total contractual payments of Rs.249.56 Lakhs in the previous three financial Years (i.e.2019-2020, 2020-2021, & 2021-2022) and the current Financial Year 2022-23 up to the date of opening of tender. The tenderers shall submit certificates to this effect which may be an attested Certificate from the concerned department / client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. **In support of contractual payment received, the tenderer shall submit Chartered Accountant Certificate as per Annexure-E.**

2.4 Tenderer must have successfully completed at least one similar work for (Construction or Operation and Maintenance of Controlled Atmosphere stores (CA stores) costing not less than the amount equal to Rs.99.83 Lakhs OR two similar works each costing not less than the amount equal to Rs.66.55 Lakhs OR three similar works each costing not less than the amount equal to Rs.49.91 Lakhs during the last 07 (Seven) years, ending last day of month previous to the one in which tender is invited.

2.5 PAN No. & GST registration number and copy of GST registration certificate.

3.0 VALIDITY OF OFFER

The tender shall remain valid for a period of Sixty (**60**) days from the date of tender opening.

4.0 EARNEST MONEY - Rs.2,33,200/- through e-payment.

5. PERFORMANCE SECURITY DEPOSIT

5.1 a) The successful Tenderer whose tender is finally accepted must deposit as performance guarantee (format at Section IX) for successful performance under the contract, an amount equivalent to 3% of the contract value by way of irrevocable Bank Guarantee in favour of "Fresh and Healthy Enterprise Ltd, valid for the entire contract period plus four months in the prescribed format attached as Section IX **within 21 days** from the

date of issue of LOA/LOI/Work Order and subsequently sign the agreement. Extension of time for submission of PG beyond **21 (Twenty One)** days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the Contract agreement. However, a penal interest of **12%** per annum shall be charged for the delay beyond **21 (Twenty one)** days, i.e, from **22nd** day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the FHEL, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re- tender for that work. In case a tenderer has not submitted Earnest Money Deposit on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. Performance Guarantee shall be released after satisfactory completion of the work for Converting 13 chiller chambers to Controlled Atmosphere (CA) Chambers alongwith repairing and commissioning of ICA panel, CO2 scrubber, Nitrogen Plant, Pneumatic Valves, replacement of cooling coil of evaporating/AHU units including sealing of chamber etc. complete as required for CA Chamber operation at CA Stores at FHEL, HSIIDC Industrial Area, Rai, Sonipat Pin-131029, Haryana..

- b) Wherever the contracts are rescinded, the Performance Guarantee will be encashed and the balance work will get done separately,
 - c) The balance work will be done independently without risk and cost of the original contractor.
 - d) The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is JV or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/Partnership firm.
- 5.2 FHEL shall be entitled to appropriate the whole or any part of the security deposit/ performance security deposit in the circumstances hereinafter provided without prejudice to any other remedy or right. FHEL shall be entitled to adjust/ recover any loss and/or damage that FHEL may suffer or sustain by reason of the failure of the contractor to observe and in performance of the terms and conditions of this contract from the amount of security deposit/performance security deposit, and in the event of any balance remaining due to FHEL, the contractor shall forthwith pay the same. In the event of any such deduction being made from the security deposit/performance security deposit, the contractor shall at once make good the deficiency in the amount of the security deposit/ performance security deposit within fifteen days of the date of demand to this effect, failing which FHEL shall deduct the same from the amounts due to the contractor.
- 5.3 The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- 5.4 The security deposit referred to above shall be forfeited by FHEL in the event of any breach on the part of the contractor of any of the terms and conditions of this contract, without prejudice to FHEL's right to rescind the contract and other rights and remedies warranted by law.

- 5.5 The Security Deposit shall be 5% of the contract value. Security Deposit may be deposited by the Contractor before release of first on account bill in cash or Term Deposit Receipt issued from Scheduled Bank, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, FHEL may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.
- 5.6 Further, in case of contracts having value equal to or more than ₹ 50 crore (Rs. Fifty crore) the Security Deposit may be deposited as Bank Guarantee Bond also, issued by a scheduled bank after execution of contract documents, but before payment of 1st on account bill. Provided further that the validity of Bank Guarantee Bond shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17 of the Standard General Conditions of Contract.

Further, in case Security Deposit has been submitted as Term Deposit Receipt/Bank Guarantee Bond in full amount, the Earnest Money deposited (if any) by the Contractor with his tender will be returned by FHEL.

Note: After the work is physically completed as certified by competent authority, Security Deposit recovered from the running bills of a Contractor can be returned to him, if he so desires, in lieu of Term Deposit Receipt/irrevocable Bank Guarantee for equivalent amount from Scheduled Bank, to be submitted by him.

- 5.7 The successful tenderer, whose tenderer shall be required to execute a contract agreement with FHEL in prescribed Performa within seven days of notice from FHEL that the contract agreement is ready. The Agreement will be executed after receipt of Performance Bank Guarantee in prescribed form (Annexure – III) OR as prescribed in tender document from the contractor.
- 5.8 (a) The Security Deposit shall, subject to any deduction that may be made there from, be returned to contractor after 12 calendar months after completion of the contract and on issuance of "NO DUES CERTIFICATE" by the Manager/(Tech). However, even if there is any delay the Tenderer will not be entitled to any interest.
(b) No interest will be payable on Security Deposit.
- 5.9 CEO/FHEL may, at his discretion, increase the amount of Security Deposit proportionately to the increase in the volume of work, but not exceeding 50% of original Security Deposit.

6.0 PAYMENTS

- 6.1 Payment for the Work: in the form of running account bills, will be made as follows:-
- a) 75% of the cost equipment or 70% of quoted rate or due amount as per contract (lowest of all) against supply of material at site in good condition, accompanied by relevant test certificates wherever applicable and any other related documents, after deducting towards any recovery as per contract (Proof of material cost to be provided).
 - b) 100% of quoted rate or due amount (lowest of all) as per contract upon successful testing and commissioning of installation of entire work as awarded after deducting towards any recovery as per contract and the payments already made.

6.2 Payment to be made by FHEL

The contractor will submit running account bills of value, not less than 5% value of the contract amount towards the work done (excluding secured advance, if any) approved and passed by Engineer-in-charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. Bills of lesser value can also be accepted in exceptional cases after obtaining due approval of Tender Accepting Authority (TAA).

6.3 The Quoted rates will be binding on both the parties and no change in the rates will be permissible during currency of the contract except the conditions as laid down in para-6.4 below. It is expressly understood that the tenderer has considered every possible fluctuation in the rates of material and general conditions and other possibilities of each and every kind before quoting the rates. No claims on this account shall be entertained. TDS shall be deducted from bills as applicable.

6.4 PAYMENT AGAINST ADDITIONAL OR EXTRA SERVICES

The contractor shall have to perform all the services provided for in this contract and shall be paid at the rates quoted by him and accepted by FHEL, subject to the terms and conditions of this contract. In the absence of an agreement being reached on the rates for such additional services will not confer a right upon the contractor to refuse to carry out or render such services.

(i) If any altered/additional work is required to be executed as per requirement for which there are no established rates in Schedule of rates, the same shall be payable as per provisions stated hereunder:-

- a) As far as possible the rates for such items shall be derived from agreed schedule of rates on pro-rata basis.
- b) If direct working out is not possible, the contractor shall be paid on the basis of reasonable cost of materials plus reasonable cost of labour inclusive of tools, plants and machinery with 15% extra on total cost to cover contractors profit, supervision, overheads, establishments etc.
- c) The rates can also be derived based on the LAR rate of similar items or same area or near by area.

CEO/FHEL, decision regarding reasonable labour cost and reasonable material consumption and cost shall be final and binding on contractor.

Deduction towards Income Tax at source is applicable under I. T. Act 1961.will be made from all payment made to contractor.

6.5 Subject to any deductions which FHEL will be authorized to make under the terms of contract that may be applicable while accepting the tender, the contractor shall be entitled for payment as under:

“The contractor shall prepare and submit bills to FHEL’s official in-charge. Payment of amount claimed will be arranged after necessary checks of the correctness of claim, deducting all charges due including taxes applicable, at the prescribed rate. The

aforsaid payment of the bill will ordinarily be made within 15 days of submission. The delay, however shall neither entitle the contractor to claim interest nor stop discharge of the contract.

- 6.6 A claim for services rendered under this contract shall be made by the contractor to FHEL within three months of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in respect thereof and shall not be entitled to any payment on account thereof. Nevertheless CEO/FHEL on written request of the party can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.
- 6.7 No claim in respect of under-payment to the contractor shall be considered valid or shall be entertained unless a claim in writing is made therefore within three months from the date on which payment of the original claim thereto was made. Any claim for such under-payment not received within the stipulated three months period shall be liable to be summarily rejected by FHEL. Nevertheless, on written request of the party CEO/FHEL can waive off this limitation and allow late submission of any claim for such under payment not received within the stipulated three months period.
- 6.8 Payment shall be made through cheque/ RTGs (the contractor should submit the bank details for receiving the payment) in the name of Contractor No request in the change of name will be considered.
- 6.9 FHEL will have the right to recover any over payment which might have been made to the contractor by FHEL through inadvertence error, etc or any cause whatsoever the amount would be recovered from the bills or from the security deposit or any other amounts due to him. In the event of any such recoveries/ adjustments being made from the security deposit, the contractor shall at once make good deficiency in the amount of the security deposit within 15 days of payment to this effect, failing which FHEL will be at liberty to deduct the said amount from the future bills.

6.10 Power to modification and variation of quantity.

- (i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work.
- (ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.
- (iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates.
 - (a)Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - (b) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
 - (c)Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

(d) Variation to quantities of Minor Value Item: The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.

(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;

(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;

(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

7.0 ESCALATION CLAUSE

Prices will remain fixed for the duration of contract period. No deviation on account of increase in any price index will be admissible.

8.0 DURATION OF CONTRACT.

8.1 The work shall be completed in all respects within 45 days from the 15th day, after the issue of letter of acceptance.

8.2 The rates accepted by the competent authority of FHEL shall remain fixed and valid for entire period of contract.

9 DEDUCTION TOWARDS TAXES OR ANY OTHER LEVY SUCH AS TDS ETC. AT SOURCE

Deduction of Taxes at source or any other statutory taxes/liabilities/charges will be made from the moneys payable to the contractor on the bills for work done in accordance with provisions of the Income Tax Act, 1961 or any statutory modifications of the said Act, and a certificate of such deductions will be issued.

10. ILLEGAL GRATIFICATION:

Any bribe, commission, gift or advantage given/promised or offered by or on behalf of the contractor or his partner, agent or servant or any one of his or on their behalf to any employees(s) of FHEL or to any person on his or their behalf in relation to the obtaining or the executing of this or any other contract with FHEL shall in addition to any criminal liability the contractor may incur, entitle FHEL to rescind this contract and all other contract with him. FHEL shall also be entitled to hold the contractor liable to pay to FHEL any loss/damage resulting from such decision and to recover the amount from any money due to the contractor in respect of this and all other contractor, between him and FHEL. The contractor shall not lend to or borrow from or have or enter into any monetary dealing transaction either directly or indirectly with any employee(s) of FHEL and, if he shall do so, FHEL shall be entitled forthwith question or dispute as to the commissions of any offence or compensation payable to FHEL under this clause shall be settled by the CMD, CONCOR & Chairman, FHEL in such manner as he shall consider fit and sufficient and his decision shall be final and conclusive.

10.1 The contractor shall forbid and take all possible steps within his power to prevent all labour and other persons employed by him from demanding or receiving from any person other than the contractor himself or his agents any remuneration or gratuity whatsoever.

10.2 No person who had retired within two years as a Gazetted Officer in Executive or Administrative duties in any Government service or FHEL shall be the contractor. The

contractor shall under no circumstances employ the person, who is in the employment of the Government or FHEL for the purpose of carrying out this contract and further shall not employ and person previously in the employment of the Government or FHEL without express sanction in writing of FHEL. The contract is liable for cancellation if the contractor himself or any of his employees is found to be a person to whom this applied and who had not obtained the necessary permission of FHEL.

11. **ARBITRATION**

- 11.1 Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words/terms specifications and instructions mentioned in this contract and as per the quality of workmanship or performance or as to any other question/claim/right/matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operations, instructions, orders or these conditions or otherwise concerning the Annual maintenance to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of some other person appointed by the CMD, CONCOR & Chairman, FHEL willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of FHEL and that he had to deal with the matters to which the contract relates and that in the course of his duties as such, he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the CMD, CONCOR & Chairman, FHEL as aforesaid at the time of such transfer, vacation of the office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the CMD, CONCOR & Chairman, FHEL as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all.
- 11.2 Subject as aforesaid the provision of the Arbitration & Conciliation Act, 1996 or any statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- 11.3 It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute. The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award.
- 11.4 The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contract shall be withheld on account of such proceedings.
- 11.5 The arbitrator shall be deemed to have entered on the reference on the date he issue notice to both the parties fixing the date of the first hearing.
- 11.6 The arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the arbitrator shall think proper and it shall be the duty of the parties hereto do or cause to be done all such things as may be necessary to enable the arbitrator to make the award without any delay.
- 11.7 The arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- 11.8 The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.

11.9 The award of the arbitration shall be final, conclusive and binding on all parties to the contract.

12.0 UNSATISFACTORY PERFORMANCE & CONSEQUENCES THEREOF

12.1 **(a)** Time is the essence of the contract. If the agency fail to complete the work within stipulated time period of contract, the agency will be liable to pay as liquidity damages a sum of equivalent to one half of 1% i.e. (0.5%) of contract value for each week or part of the week, so delayed subject to maximum of 10% of the contract value or the modified contract value may be recovered from the vendor/contractor as Liquidated damages and not by way of penalty.

(b) The decision of CEO/FHEL will be final and binding on the contractor.

12.2 The contractor shall at all times ensure that his performance is satisfactory, failing which FHEL shall be at the liberty to get the affected work done through any other agency. In such cases FHEL shall be at the liberty to carry on the work under this agreement through any other agency. Directly for the work and all expenses incurred on this account shall be at the sole risk and responsibility of the contractor and shall be recovered from any money due to him or from his security deposit.

12.3 Furthermore in case of repeated failures/unsatisfactory performance on part of contractor, it shall be open for FHEL to give a show cause notice to the contractor for replying for such failures/unsatisfactory performance within 10 days and in case of FHEL being not satisfied with the reply of the contractor the contract can be terminated immediately. In the event of such termination of the contract, FHEL shall be entitled to (i) forfeit the security deposit and encash the performance guarantee as it may consider fit, (ii) get the balance work done by making an alternative arrangement as deemed necessary.

12.4 The certificate of the FHEL official in-charge as to the sum payable to the contractor, if the work in question had been carried out by him under terms of the contract, shall be final and binding on the contractor.

12.5 The contractor shall have no claim whatsoever against FHEL in consequence of the termination of contract.

12.6 Any financial loss incurred by the FHEL authority arising due to any procedural lapses from compliance of statutory obligations on the part of the tenderer shall be recovered by FHEL from the contractor from the running bills.

13.0 TERMINATION OF CONTRACT AGREEMENT

13.1 In the event of unsatisfactory service or any failure at any time on the part of contractor to comply with the terms and provisions of this contract to the satisfaction of FHEL administration (who shall be the sole judge and whose decision shall be final), it shall be open to FHEL to terminate this contract by giving 30 days notice to the contractor. In the event of such termination of the contract, FHEL shall be entitled to (i) forfeit the performance guarantee as it may consider fit, (ii) get the balance work done by making an alternative arrangement as deemed necessary. The certificate of the FHEL's Technical Official and verification of work for the sum payable to the tenderer, if the work in question had been carried out by him under the terms of the contract, shall be final and binding on the contractor.

13.2 Besides above, FHEL administration will be at liberty to terminate the agreement at any time without assigning any reason and without being liable for any loss or damage which the contractor may suffer by reason of such termination, by giving the contractor 02 weeks prior notice in writing of its intention to terminate the agreement. The contractor, however, shall have no right to terminate the agreement under any circumstances. If

he discontinues the work before expiry of the agreement, FHEL administration will be entitled to get the work done from any other agency and to encashment of the performance bank guarantee.

- 13.3 Any notice to be served on the contractor under this agreement sent to him by registered post to his mentioned address, unless otherwise modified in writing, shall be considered as proper and sufficient service for any purpose in connection with the agreement.

“VERBAL OR WRITTEN UNDERTAKING NOT BINDING UNLESS FORMALIZED ”Expect as thereby otherwise provided, a verbal or written arrangement abandoning, varying or supplementing this contract or any of the terms hereof shall not be binding or FHEL unless and until the same are endorsed or incorporated in a formal instrument.

- 13.4 If at any time, the contractor becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or if he is convicted in the Court of Law, FHEL will have the absolute option of terminating the contact forthwith and he shall have no right for damage or compensation on his account.

14.0 SAFETY / PRECAUTIONS:

- 14.1 It shall be the duty of the contractor to acquaint him with all safety regulations as proposed by any statutory authorities.
- 14.2 The contractor shall indemnify Container Corporation of India Ltd against any violation of safety laws, rules and regulations while carrying out operations as required by the contract.
- 14.3 All liabilities owing to injury/death of the staff of the contractor during discharge of contract will be to the contractor & FHEL will stand identified for same.
- 14.4 All staff while working on electrical installation & infrastructure should use adequate safety/protection equipment such as Electrical Safety gloves, Rubber Shoes, Safety Belt, Earthing discharge rod, Insulated line tester.

15. LIABILITY FOR LABOUR LAW AND STATUTORY COMPLIANCE:-

All labour and/or personnel employed by Contractor shall be engaged by him as his own employees/workmen in all respect implied or expressed. The responsibilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of various labour laws of the country shall be that of the tenderer. He shall specifically ensure completely with following Laws/Acts and their enactments/ amendments.

The Payment of Wages Act, 1936

The Factory Act, 1948

The Workmen’s Compensation, 1923

The Employees Provident Fund Act, 1952

The Contract Labour (Regulation and Abolition) Act, 1970

The Payment of Bonus Act, 1965

The Payment of Gratuity Act, 1972

The Equal Remuneration Act., 1976

The Employees State Insurance Act, 1948

The Industrial Disputes Act, 1947.

The Employment of Children Act, 1938

The Motor Equipment Act,

- 15.1 The contractor shall indemnify FHEL against all loses, damages, or liability arising out of or imposed in pursuance of any labour laws.

15.2 Any accident/injury/legal liability to their employees or damage to the properties of FHEL the responsibility will be of contractor.

16.0 CLAIMS UNDER WORKMEN'S COMPENSATION ACT 1923

The contractor shall at all times indemnify FHEL against all claims which may be made under the Workmen's Compensation Act 1923 or any statutory modifications thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident, injury sustained by any labour/servant or person in his employment and engaged in the performance of contract and shall take responsibility for all risks of accidents or damages which may cause failure of the performance of contract arising out of such accident such laborer or servant and shall be responsible for the sufficiency of all means used by him for the fulfillment of contract. If any such accident occurs which may involve any such liability under the Act, FHEL shall be at liberty to withhold such amount from the bills of the contractor and also deposit the same with the Commissioner under W.C. Act.

16.1 The labor's/operator's/contractor's employees engaged in the containers under the terms of the contract are to be deemed as employees of the contractor for all Purposes of Industrial Disputes Act, 947 or other enactments that may be applicable Should necessity arise

16.2. The contractor shall comply with all the laws, regulations and rules for the benefit of labour/employees that are in force or may come into force and the contractor shall indemnify and keep FHEL indemnified against all loss, damage, claims and costs arising in any manner whatsoever out of or through or as a result of any failure or omission on the part of the contractor to comply with any such laws, regulations and / or rules.

17.0 RESPONSIBILITY/LIABILITY OF THE CONTRACTOR FOR LOSS OR DAMAGE

The contractor shall be liable to compensate FHEL in full for all damages and losses and claims in respect of injuries or damage to any person or whether in his possession or not through his negligence, misconduct, default or any other act of commission or omission or that of his agents, servants or employees.

All costs, damages or expenses incurred by FHEL in this connection will be recovered by FHEL from the contractor. It also reserves the right to retain contractor's security deposit or any payment under the contractor to be paid off against such claims.

Any kind of penalty imposed by any statutory authorities will be borne by contractor.

18.0 SUBLETTING NOT ALLOWED

The contractor shall not sublet, transfer or assign the contract or any part thereof, without the previous written approval of FHEL. In case the contractor contravenes this condition, FHEL shall be entitled to place the contract elsewhere at the cost and risk of the contractor and all expenses borne on this account shall be recovered from contractor.

19.0 NOTICES ETC.

Save as otherwise provided, all notices to be issued and action to be taken for and on behalf of the CMD, CONCOR & Chairman, FHEL shall be issued or taken on his behalf by the official In charge of the Corporate Office. The tenderer shall furnish to FHEL the names, designation and address of his authorized representatives, and all complaints, notices, communication and references shall be deemed to have been duly served to the tenderer if delivered to them or his authorized representative or left at or

posted at the address so given. It shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary cover of post or on the day on which they were delivered or left.

20.0 DEATH OF TENDERER

No alteration by death, resignation, addition or otherwise for or to the contractor or the partners constituting the contractor's firm shall vitiate or affect this contract but the contractor's heir or heirs or partners of the firm for the time being shall be absolutely bound by the terms hereof in the same manner as if he/they had been the sole or original party/parties hereto.

21.0 GENERAL

Any clarification in regard to the meaning or intent or interpretation of any of the provisions of these terms and conditions required on any point shall be sought from the CEO/FHEL, C-3, Mathura Road, New Delhi- 110 076 whose decision in the matter shall be final and binding. Any other matter relevant to but not covered in the contract shall also be decided by making reference to CEO/FHEL whose decision will be final and binding. The term manager/Tech mentioned in the tender document are interchangeable in authority.

Further in case of failure to execute the agreement, the contract will be cancelled.

All terms and conditions listed from **Para 1 to 21** along with all sub paras read carefully, understood and accepted.

Signature of the Bidder
Full name & address and seal.

SECTION - V
SCOPE OF WORK

Name of work:- Converting 13 chiller chambers to Controlled Atmosphere (CA) Chambers alongwith repairing and commissioning of ICA panel, CO2 scrubber, Nitrogen Plant, Pneumatic Valves, replacement of cooling coil of evaporating/AHU units including sealing of chamber etc. complete as required for CA Chamber operation at CA Stores at FHEL, HSIIDC Industrial Area, Rai, Sonipat Pin-131029, Haryana.

1.0 Scope of Work:

- i) Converting 13 chiller chambers to Controlled Atmosphere (CA) Chambers comprising repairing and commissioning of ICA panel, CO2 scrubber, Nitrogen Plant, Pneumatic Valves, replacement of cooling coil of evaporating/AHU units including sealing of chamber etc. complete as required for CA Chamber operation at CA Stores at FHEL, HSIIDC Industrial Area, Rai, Sonipat Pin-131029, Haryana as per the technical details specified at SECTION-VI/ SECTION-X-BOQ .
 - ii) After successful completion of work, the same shall be handed over to existing O&M agency in working condition with due Handing over and taking over note.
- 2.2 Successful bidder will check the work done by them and submit the inspection report in every 3 months during the warranty period on items installed by them and the agency will replace/repair the faulty items during this warranty period at his own cost.

2.0 Specific Instructions for execution of works:

- 2.1 All necessary safety gears for smooth execution of work will have to be arranged by the contractor.
- 2.3 The contractor will provide proper uniform and Identity Cards to his staff and has to follow the rules of FHEL for the entry & exit for attending the maintenance work day to day basis.
- 2.4 The contractor & staff shall follow the security regulations in force or as amended from time to time. Suitable action shall be taken, including summarily termination and/or legal action for breach of FHEL security regulations by either the contractor or his staff & FHEL shall be the sole arbitrator to the course of action.
- 2.5 **Warranty/Guaranty Period :** The warranty period for the work done by the successful bidder/contractor will be one year from the date of final completion of work and the agency will replace/repair the faulty items during this warranty period at his own cost.
- 2.6
 - a) In addition to above the contractor will be issued instructions by FHEL and compliancereport is to be submitted by the contractor. The number of job to be carried out at time may vary from time to time and in case of multiple complaints & schedules the contractor has to arrange sufficient manpower to attend them as per requirement. These jobs are to be carriedout simultaneously. FHEL reserves the right to carry out the complete work left by the contractor and recover the expenditure incurred from the contractor's BG and pending bills. The contractor should also ensure the availability of the service round the Clock at the designated area to maintain the uninterrupted power supply and to attend the complaints received then& there.
 - b) The Contractor will have to carry out any additional alteration/ modification / renovation of subject work as per the need/requirement and instructions given by FHEL representative as and when required in addition to the scope of work given in the tender.

- 2.7 Tools/Tackles belonging to FHEL should be safely & securely maintained by the contractor& handed over to FHEL on demand.
- 2.8 All the spares are arranged by CONTRACTOR including minor spares like screws, n bolts, washers, all low value/petty materials required for cleaning & insulation of equipment's.
- 2.9 Schedule of quantity indicate are only an approximate of the volumes expected.

For and on behalf of Fresh and Healthy Enterprises Ltd.

CEO

Phone No.: 011- 41222500

The scope of work and all terms and conditions listed along with their Sub-paras have been read carefully, understand and accept.

SIGNATURE OF THE TENDERER WITH STAMP
For and on behalf of (Name, Designation and Address)

SECTION – VI

Work to be done (Technical Details)

SN	Items	Description
1	Gas Analyzer	Supplying, Installing, Testing, Commissioning of (Replacement) of existing Dual Gas Analyzer (CO ₂ & O ₂), Model: SCS 652 for CA Control panel ICA 61. Make Storage Control System, USA
2	Suction Diaphragm Pump	Supplying, Installing, Testing, Commissioning of Suction Diaphragm Pump in the existing ICA Panel 61, (Consist of Motor (01 no) Mot-EMK4220/2-27CM, 0758-3-2451, 230V, 50 Hz, 2800 1/Min, Ins. Cl 155, Th. Prot. 290-15403, 18W, 1.5 μ F/380 Volt AND PUMP (01 no) ANR 70060053, SNR 81310275, Make Thomas)
3	PLC with Programming	Supplying, Installing, Testing, Commissioning of PLC with Programming of existing ICA Panel 61, updating computer system and UPS (PS4-341-MM1, 24 VDC, 1A Input 16 Dig, 2 ana Output 14 Dig, 1 ana, Temp rang -0-55°C for automatic sampling of at least 26 chambers etc. for the CA chamber operations.
4	Solenoid Valve	Supplying, Installing, Testing, Commissioning of Solenoid Valve of room in/out in existing CO ₂ scrubber line (Model EC-80), WO No-20/60380-3. Pressure-8 Bar, Temp-(-20°C to 80 °C) Double Acting Valve, Make-Rotex
5	Shifting/Re-arranging of CO ₂ line	Shifting/Re-arranging of CO ₂ line for 13 Chamber of line no.-6 (Rack-3) by connecting with 6 inch dia PVC pipe to CO ₂ Scrubber upto 50 mtr length.
6	Solenoid Valve	Supplying, Installing, Testing, Commissioning of solenoid valves of room in/out in the existing nitrogen flush line. Make Rotex SONO-19600217, Model QTF 32, R-1, Max. Pressure 8 Bar, Double acting Actuator, BOMB1VLI 421201 WITH Coil Make of Rotex, VAQ 213 NC NAMUR, SN. 19601103 Pressure 2.5 to 10 Bar, Temp-(-10°C to 70°C), Media-Air, 50μm Filtered.
7	Sampling Pipe	Supplying, Installing, Testing, Commissioning of Sampling PVC (OD 8MM, ID 5 MM) tubes and cabling, rerouting for line no.-6 and replacement as per requirement.
8	Corefill Primer, Corefill Fleece, Ribbfill Coat & Testing of Chambers	Sealing of Chamber with Corefill Primer (01 coat), Corefill Fleece, Ribbfill Coat (02 coat), as per requirement for each chamber (13 Chambers) and pressure testing of 13 Chambers (size of chamber 8X9X10 mtr). Test Process: Pressurise chambers to 20mm WC (water column). Allowable pressure drop is maximum 6mm (i.e. from 20mm to 14mm WC) in 30 minutes
9	Nitrogen Generator	Repairing and Services of 03 nos. of MVS Make Nitrogen Generator Plant of Capacity of 60 Nm ³ /Hr.

10	Air Compressor, Kaeser Make for Nitrogen Generator	Repairing and Services of Air Compressor Kaeser Make, Model ASD 32, Sr. No. 4208 , (having motor 18.5 Kw, Speed 2940 RPM, Working Pressure 8 Bar, P/N 10060010500, Ambient Temp. 3/45°Celcius).
11	Air Compressors of Make of Atlas Copco for Nitrogen Generator	Repairing and Services of Air Compressors of Make of Atlas Copco, Product type-GAE-22 AEL1 , Sr. No. PNA-603701, (Air delivery I/C 62.8, Max. Final Pressure-7.5 Bar, Motor Power 22 KW) and Service of one another same as above compressor (spare).
12	Repair and services of Air Handling Units (AHUs)	Repair and Services of AHUs, (Make of Star Cooler and Condensers Pvt. Ltd.) by replacement of Cooling Coil of Model CIW-4384SP coil (PCGI Casing), design duty:42Kw, R-404A, 4FPI, Copper tubes with aluminum fins, defrost electric coil, End plates GI white Power quoted after Pump down the system, isolate evaporator from main suction and liquid headers, dismantle the evaporator unit to bring on ground from ceiling, separate coil section from casing and main body and replace the coil section, lift the complete evaporator unit and assemble at place, brazing suction and liquid connections, pressure testing, vacuum the system and gas charging.

SECTION – VII
LETTER OF SUBMISSION OF TENDER

From:

To:

Chief Executive Officer
M/s Fresh and Healthy Enterprises Ltd.,

Name of Work: Converting 13 chiller chambers to Controlled Atmosphere (CA) Chambers alongwith repairing and commissioning of ICA panel, CO2 scrubber, Nitrogen Plant, Pneumatic Valves, replacement of cooling coil of evaporating/AHU units including sealing of chamber etc. complete as required for CA Chamber operation at CA Stores at FHEL, HSIIDC Industrial Area, Rai, Sonipat Pin-131029, Haryana.

Dear Sirs,

Having examined the Tender Documents consisting of general conditions of contract, special conditions of contract, notice/letter inviting tenders, instructions to tenderers, Schedule of Quantities and all other documents and papers, as detailed in the tender documents, and having understood the provisions of the requirements of FHEL, relative to the work tendered for in connection with Projects, and having conducted a thorough study of the job, site(s) involved, the site conditions, the climatic conditions, labour, power, water, material and equipment availability and all other factors and facilities and things whatsoever necessary or relative to the formulation of the tender and the performance of work.

I/We hereby submit our tender offer for performance of proposed work in accordance with the terms and conditions and within the time mentioned in the Tender Documents at the rate(s) quoted by me/us in the accompanying Schedule(s) of Quantities included within the Tender Documents.

It has been explained to me/us that the time stipulated for job(s) and completion of work(s) in all respect and in different stages mentioned in the Instructions to Tenderers and signed and accepted by me/us is the essence of the contract. I/We agree that in case of my/our failure to strictly observe that time of completion of jobs or any of them and to the final completion work in all respects according to the schedule. I/We shall pay penalty to the FHEL as per provision of tender document.

I/We further agree to sign an Agreement/Bond to abide by the General Conditions and Special Conditions of Contract with all correction slips upto date and amendments, corrigendum annexed, additional conditions, specifications, notice/letter inviting tender and instructions to the tenderers and to carry out all works and according to the specifications for material. In the case of acceptance of tender, I/We bind myself/ ourselves to execute the contract documents from the date of issue of LOA/LOI/Work Order awarded to me/us.

I/We also undertake to carry out the work in accordance with the said plan specifications and tender documents as stated in the above para and to bind and provide such of the materials (other than those to be supplied by the FHEL), and to do all such things which in the opinion of the Engineer may be necessary for, or incidental to the repair, completion and maintenance thereof and to complete the whole of the said works in all respects, and hand them over to your O&M contractor or your representative within the period specified; and to maintain the same for the period and in the manner provided in the conditions of contracts.

I/We have annexed to this tender all document contained in a cover superscribed with **Tender NO:- FHEL/Rai/T/CA chamber repair/2022** and all the documents including original tender documents duly signed.

I/We hereby undertake that the statements and herein and the information given in the annexure referred to above are true in all respects and that in event of any such statement or information being found to be incorrect in any above particulars, the same may be construed to be a misrepresentation, entitling FHEL to avoid any resultant contract.

I/We confirm having deposited earnest money of Rs. _____ (Strike off whichever is not applicable.) by demand draft/ No.....Dated:..... drawn on Fresh and Healthy Enterprise Ltd., Bank _____ Branch _____ attached hereto.

SIGNATURE (S) OF THE TENDERER WITH STAMP

Name & Designation of authorized person (s)
Signing the tender on behalf of the tenderer (s)
(Power of attorney to be also enclosed)

SECTION – VIII

AGREEMENT FOR WORKS

Agreement No. FHEL/Rai/T/CA chamber repair/2022.

THIS AGREEMENT made this _____ day of _____ Two Thousand and Twenty Two. between Fresh and Healthy Enterprises Limited, (FHEL) a subsidiary of Container Corporation of India Ltd. Govt. of India Undertaking and a Company registered under Indian Companies act, 1956 having its registered office at C-3, Mathura Road, Opposite Apollo Hospital, New Delhi 110076 (which expression shall mean and include its successor or successors in office and assigns) representing through Chief Executive Officer, hereinafter called "The Company" on the one part and M/s. _____ hereinafter called the "Contractor" (which expression shall mean and include their heirs, executors and administrators and assigns) on the other part.

WHEREAS the Company being desirous of having provided and executed certain works mentioned, enumerated or referred to in the specifications, conditions of contract, schedule of quantities of works drawings and other documents consisting of the "Tender" and acceptance thereof, copy hereto annexed, all of which are deemed to form part of this contract and are included in the terms CONTRACT whenever herein used.

AND WHEREAS the Company accepted the tender of contractor for the provision and the execution of the said work at the rates stated in the schedule of quantities of work (hereinafter called the "Schedule of Rates") which is annexed. The contracted value works out to Rs. _____ (Rupees _____).

Reference (BID and related correspondence).

- (i) **Tender NO :- FHEL/Rai/T/CA chamber repair/2022**
- (ii) Your Techno-Commercial opened on./...../2022.
- (iii) Company letter of Acceptance -----dated-----

NOW THIS AGREEMENT WITNESSETH & IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. In consideration of the payments to be made to the contractor for the work to be executed by him, the contractor does hereby covenant with the Company that the contractor shall and will duly provide, execute, and complete the said work for Three years ----- ---w.e.f. as provided in the contract documents perform all other acts to be implied there from or may be reasonably necessary for the completion of the said works and in the manner and subject to the terms and conditions or stipulation mentioned in the contract.
2. In consideration of the due provision, execution, and completion of the said works the Company does hereby, agree with the contractor that the Company will pay to the contractor the respective amount for the work actually done by him or the "Schedule of Rate" as contained in the appended schedule and such other sums as may become payable to the contractor under the provisions of the contract, such payments to be made at such time and in such manner as provided for in this agreement.

3. The works shall be executed as per condition laid down in the tender document.

4. Performance Guarantee

- a) Contractor has submitted irrecoverable performance bank guarantee amounting 3% of contract value **Rs./- (Rupees only)**. (Section IX of bid document).
 - b) Performance Guarantee shall be released after satisfactory completion of the work and maintenance period is over.
 - c) Wherever the contracts are rescinded, the Performance Guarantee will be encashed and the balance work will get done separately,
 - d) The balance work will be done independently without risk and cost of the original contractor.
 - e) The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is JV or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/Partnership firm.
4. In consideration of the due provision, execution and completion of the said works the contractor does hereby agree to pay the Company the sum as may be due to the Company for the service, if any rendered by the Company to the contractor and such other sum or sums as may become payable to the company towards loss, damage to the Company's equipment materials, plant and machinery liquidated damages, if any, as set forth in the said conditions of contract, such payment to be made at such time in such manner as is provided in the contract.

SIGNED AND DELIVERED FOR AND ON BEHALF OF.....

IN THE PRESENCE OF

WITNESS:

1. _____

2. _____

SECTION – IX

PERFORMANCE SECURITY FORM/ BANK GUARANTEE

**A PROFORMA OF BANK GUARANTEE
(ON NON-JUDICIAL PAPER OR APPROPRIATE VALUE)**

To

Fresh & Healthy Enterprises Ltd.

CA Store, HSIIDC Industrial Estate,
RAI, Distt. Sonapat, Haryana
India – 131029

Dear Sir (s)

1. In consideration of the Fresh and Healthy Enterprises Limited (hereinafter called "the FHEL") having agreed to exempt M/s _____ hereinafter called the said Contractor(s)" from the demand, under the terms and conditions of an acceptance letter No. _____ made between the Chief Executive Officer/FHEL and M/s _____ for "Converting 13 chiller chambers to Controlled Atmosphere (CA) Chambers" works for _____ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said Contractor(s), we do hereby undertake to pay to the FHEL an amount not exceeding _____ only) we _____ (hereinafter referred to as the bank) at the request of M/s _____ (Name of Contractor) _____ of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs. _____ only against any loss or damage caused to or suffered or would be caused to or suffered by the FHEL by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said agreement.

2. We, _____ (Bank Name) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Fresh and Healthy Enterprises Ltd. stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the FHEL by reason or breach by the said contractor(s) of any of the terms and conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ only.)

3. We, _____ (Bank Name) _____ undertake to pay to the FHEL any money so demanded not withstanding any dispute or dispute raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We **(Bank Name)** further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the FHEL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Chief Executive Officer/FHEL certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

5. We **(Bank Name)**, further agree with the FHEL that the FHEL shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time any of the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of FHEL or any indulgence by the FHEL to the said contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/Supplier(s).

7. We, **(Bank Name)** lastly undertake not to revoke this guarantee during its currency except with the previous consent of the FHEL in writing.

Notwithstanding anything contained herein above our liability under this guarantee shall :-

a) be limited to a sum or Rs. _____ only.)

b) Stand completely discharged and all your rights under this guarantee shall stand extinguished if no claim or demand made upon us in writing on or before _____

c) Guarantee will be operative when accompanied with advice (SFMS) issued from the **advising bank**

For **(Bank Seal & Sign)**

Bank Guarantee No. _____

Date _____

SECTION - X

BILL OF QUANTITY/Price bid

Instruction for filling of Price Bid

1. Price bid is consisting of required items and works.
2. Tenderers are required to quote rates as well as amount against each item in the Price Bid. Quoted Rate against each item should be all inclusive i.e. cost of material, all taxes, charges of Installation, Commissioning, Freight, Packing and Forwarding etc.
3. Price bid should be signed and stamped as sign and stamp on all pages.
4. Tenderer should quote in figures as well as words. Tenderer may note that non-compliance of above may lead to rejection of their tender.
5. The old, damaged, unserviceable materials will be returned by the contractor to the FHEL and to be stacked at the defined place by FHEL Officials.

Fresh & Healthy Enterprises Ltd.
(A Wholly Owned Subsidiary of Container Corporation India Ltd.)

PRICE BID for Converting 13 chiller chambers to Controlled Atmosphere (CA) Chambers alongwith repairing and commissioning of ICA panel, CO2 scrubber, Nitrogen Plant, Pneumatic Valves, replacement of cooling coil of evaporating/AHU units including sealing of chamber etc. complete as required for CA Chamber operation at CA Stores at FHEL, HSIIDC Industrial Area, Rai, Sonipat Pin-131029, Haryana.

Tender No.: FHEL/Rai/T/CA chamber repair/2022.

Bill of Quantity/Price Bid

SN	Name of the Company and Address with PIN Code.					
SN	Description	Unit	Qty	Rates inclusive of all taxes (In figure)	Amount (Rs.)	
1	Replacement of Gas Analyser of CA Control panel ICA 61, Model: SCS 652, Make Storage Control System, USA	Job	1			
2	Suction Pump/Diaphragm of CA Panel, (Consist of Motor (01 no) Mot-EMK4220/2-27CM, 0758-3-2451, 230V, 50 Hz, 2800 1/Min, Ins. Cl 155, Th. Prot. 290-15403, 18W,1.5 μ F/380 Volt AND PUMP (01 no) ANR 70060053, SNR 81310275, Make Thomas)	Job	1			
3	PLC with Programming of CA Panel, updating computer system and UPS (PS4-341-MM1, 24 VDC, 1A Input 16 Dig, 2 ana Output 14 Dig, 1 ana, Temp rang -0-55°C, Make-Moller or equivalent	Job	1			
4	Solenoid Valve of room in/out CO2 scrubber line (Model EC-80), WO No-20/60380-3. Pressure-8 Bar, Temp(-20°C to 80 °C) Double Acting Valve, Make-Rotex	Jobs	12			

5	Shifting/Re-arranging of CO2 line for 13 Chamber of line no.-6 (Rack-3) by connecting with 6 inch dia PVC pipe to CO2 Scrubber in 50 mtr length.	Job	1			
6	Replacement of Solenoid valves of room in/out nitrogen flush line. Make Rotex SONO-19600217, Model QTF 32, R-1, Max. Pressure 8 Bar, Double acting Actuator, BOMB1VLI 421201 WITH Coil Make of Rotex, VAQ 213 NC NAMUR, SN. 19601103 Pressure 2.5 to 10 Bar, Temp-(-10°C to 70°C), Media-Air, 50µm Filtered.	Jobs	6			
7	Sampling PVC tubes and cabling, rerouting for line no.-6 and replacement as per requirement.	Job	1			
8	Corefill Primer (01 coat), Corefill Fleece, Ribbfill Coat (02 coat), as per requirement for each chamber (13 Chambers) and pressure testing of 13 Chambers (size of chamber 8X9X10 mtr). Test Process: Pressurise chambers to 20mm WC (water column). Allowable pressure drop is maximum 6mm (i.e. from 20mm to 14mm WC) in 30 minutes	Job	1			
9	Repairing and Services of 03 nos. of MVS Make Nitrogen Generator Plant of Capacity of 60 Nm3/Hr.	Job	1			

10	Repairing and Services of 01 no. of Air Compressor Kaeser Make, Model ASD 32, Sr. No. 4208 , (having motor 18.5 Kw, Speed 2940 RPM, Working Pressure 8 Bar, P/N 10060010500, Ambient Temp. 3/45°Celcius).	Job	1			
11	Repairing and Services of 01 nos. of Air Compressors of Make of Atlas Copco, Product type-GAE-22 AEL1 , Sr. No. PNA-603701, (Air delivery I/C 62.8, Max. Final Pressure-7.5 Bar, Motor Power 22 KW) and Service of one another same as above compressor (spare).	Jobs	2			
12	Repair and Services of AHUs, (Make of Star Cooler and Condensers Pvt. Ltd.) by replacement of Cooling Coil of Model CIW-4384SP Coil (PCGI Casing), design duty:42Kw, R-404A, 4FPI, Copper tubes with aluminum fins, defrost electric coil, End plates GI white Power quoted after Pump down the system, isolate evaporator from main suction and liquid headers, dismantle the evaporator unit to bring on ground from ceiling, separate coil section from casing and main body and replace the coil section, lift the complete evaporator unit and assemble at place, brazing suction and liquid connections, pressure testing, vacuum the system and gas charging.	Jobs	12			
15	Grand Total					