



**TENDER DOCUMENT**

**FOR**

**PROCUREMENT OF**

**FURNITURE & FIXTURE ITEMS**

PSDP Project: **ASSESSMENT OF TIDAL ENERGY POTENTIAL  
ALONG INDUS DELTAIC CREEKS, SINDH COAST**

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## **INSTRUCTIONS TO TENDERERS**

(Note: These Instructions along with Tendering Data will not be part of Contract and will cease to have effect once the Contract is signed).

### **A. GENERAL**

#### **IT.1 Scope of Tender & Source of Funds**

##### **1.1 Scope of Tender**

The Director General/Project Director, PSDP, NIO as defined in the Tendering Data (hereinafter called "the Employers") wish to receive tenders for the Procurement of Furniture & Fixture and Miscellaneous Items, summarized in the Tendering Data (hereinafter referred to as "the Works").

Tenderers should quote for the latest model (top model) with accessories, consumables and country of origin.

The bids must be quoted in Pak Rupees on FOR basis/FOR (Free delivery to NIO) and submitted to the undersigned by 29 November, 2021 at 11:00 Hrs.

The tenders will be opened on the same date at 1130 hrs.

##### **1.2 Source of Funds**

The Employers have arranged funds from PSDP funded project **ASSESSMENT OF TIDAL ENERGY POTENTIAL ALONG INDUS DELTAIC CREEKS, SINDH COAST**

#### **IT.2 Eligible Tenderers**

2.1 Tendering is open to all the eligible firms and persons. The tenderer should be manufacturer / authorized distributor / authorized dealer / authorized agents have the financial, technical capability necessary to supply the Furniture & Fixture and Miscellaneous Items, and provide the services as indicated in the Tendering data, after sales services and designated engineers/technicians.

### **IT.3 Cost of Tendering**

- 3.1 The tenderer shall bear all costs associated with the preparation and submission of its tender and NIO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

## **B. TENDER DOCUMENTS**

### **IT.4 Contents of Tender Documents**

- 4.1 The Tender Documents are those stated below and should be read in conjunction with any Addendum issued in accordance with Clause IT.6.1.
1. Instructions to Tenderers & Tendering Data
  2. Forms of Tender
  3. Standard Forms:
    - (i) Form of Performance Security
    - (ii) Form of Contract Agreement
  4. Specification

### **IT.5 Clarification of Tender Documents**

- 5.1 A prospective tenderer requiring any clarification(s) in respect of the Tender Documents may notify the Project Director, NIO's PSDP project "**Assessment of Tidal Energy Potential along Indus Deltaic creeks, Sindh Coast**", at the address indicated in the Tendering Data.
- 5.2 The NIO will respond to any request for clarification which it receives earlier than 10 days prior to the deadline for the submission of tenders. Copies of the response will be forwarded to all prospective tenderers, at least 5 days prior to deadline for submission of Tenders, who have received the Tender Documents including a description of the enquiry but without identifying its source.

### **IT.6 Amendment of Tender Documents**

- 6.1 At any time prior to the deadline for submission of tenders, the Project Director, PSDP, NIO may, for any reason, whether at his own initiative or in response to a clarification requested by a respective tenderer, modify the Tender Documents by issuing addendum.
- 6.2 Any addendum thus issued shall be part of the Tender Documents pursuant to Sub-Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Tender Documents. Prospective tenderers shall acknowledge receipt of each addendum in writing to the Project Director, PSDP, NIO.

- 6.3 To afford prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Project Director, PSDP, NIO on behalf of DG, NIO may extend the deadline for submission of tenders.

## **C. PREPARATION OF TENDERS**

### **IT.7 Language of Tender**

- 7.1 The tender prepared by the tenderer and all correspondence and documents relating to the Tender, exchanged by the tenderer and the NIO shall be written in the English language, provided that any printed literature furnished by the tenderer may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Tender, the English translation shall govern.

### **IT.8 Documents Comprising the Tender**

- 8.1 The tender prepared by the tenderer shall comprise the following components:
- (a) Covering Letter
  - (b) Form of Tender duly filled, signed and sealed, in accordance with Clause IT.14.3.
  - (c) Tender Security furnished in accordance with Clause IT.13.
  - (d) Power of Attorney in accordance with Clause IT 14.5.
  - (e) Documentary evidence in accordance with Clause IT.II
  - (f) Documentary evidence in accordance with Clause IT.I2.

### **IT.9 Sufficiency of Tender**

- 9.1 Each tenderer shall satisfy himself before Tendering as to the correctness and sufficiency of his Tender and of the rates and prices entered in the Price Schedule, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper supply of Furniture & Fixture and Miscellaneous Items.
- 9.2 The tenderer is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the tender and entering into a Contract for execution of the Works.

### **IT.10 Tender Prices, Currency of Tender and Payment**

- 10.1 The tenderer shall fill up the Schedule of Prices (Schedule A to Tender) indicating the unit rates and prices of the Works to be performed under the Contract. Prices on the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to the Schedule of Prices.

- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the tenderer shall remain fixed during the tenderer's performance of the Contract and not subject to variation on any account.
- 10.3 The unit rates and prices in the Schedule of Prices shall be quoted by the tenderer in the currency as stipulated in Tendering Data.

#### **IT.11. Documents Establishing Tenderer's Eligibility and Qualifications**

- 11.1 Pursuant to Clause IT.8, the tenderer shall furnish, as part of its tender, documents establishing the tender's eligibility to tender and its qualifications to perform the Contract if its tender is accepted.
- 11.2 Tenderer must possess and provide evidence of the experience as stipulated in Tendering Data.

#### **IT.12. Documents Establishing Works Conformity to Tender Documents**

- 12.1 The documentary evidence of the Works' conformity to the Tender Documents may be in the form of literature, drawings and data and shall furnish documentation as set out in Tendering Data.
- 12.2 The tenderer shall note that standards for material and equipment, and references to brand names or catalogue numbers, designated by the Employer in the Technical Provisions are intended to be descriptive only and not restrictive.

#### **IT.13 Tender Security**

- 13.1 Each tenderer shall furnish, as part of his tender, a Tender Security of 2% of the bid price in Pak. Rupees in the form of a Bank Guarantee issued by a Scheduled Bank in Pakistan in favour of the Employer valid for a period 28 days beyond the tender validity date.
- 13.2 Any tender not accompanied by an acceptable Tender Security shall be rejected by the Employer as non-responsive.
- 13.3 The tender securities of unsuccessful tenderers will be returned upon award of contract to the successful tenderer or on the expiry of validity of Tender Security whichever is earlier.
- 13.4 The Tender Security of the successful tenderer will be returned when the tenderer has furnished the required Performance Security, pursuant to Clause IT.21 and signed the Contract Agreement, pursuant to Clause IT.20.2.

#### **13.5 The Tender Security may be forfeited:**

- (a) if a tenderer withdraws his tender during the period of tender validity;
- (b) if a tenderer does not accept the correction of his Tender Price, pursuant to Sub-Clause 16.4 (b) hereof; or
- (c) in the case of a successful tenderer, if he fail to:
  - (i) furnish the required Performance Security in accordance with Clause IT.21, or
  - (ii) sign the Contract Agreement, in accordance with Clause IT.20.2

#### **IT.14 Validity of Tenders, Format, Signing and submission of Tender**

- 14.1 Tenders shall remain valid for the period of 120 days as stipulated in the Tendering Data after the date of tender opening.
- 14.2 All Schedules to Tender are to be properly completed and signed.
- 14.3 No alteration is to be made in the Form of Tender except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the tender may be rejected.
- 14.4 Each tenderer shall prepare Original and number of copies specified in the Tendering Data of the documents comprising the tender as described in Clause IT.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.5 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the tenderer to act for and on behalf of the tenderer. All pages of the tender shall be initialized and official seal be affixed by the person or persons signing the tender
- 14.6 The Tender shall be delivered in person or sent by registered mail at the address to employer as given in Tendering Data.

### **D-SUBMISSION OF TENDER**

#### **IT.15 Deadline for Submission, Modification & withdrawal of Tenders**

- 15.1 Tenders must be received by the NIO at the address/provided in Tendering Data not later than the time and date stipulated therein.
- 15.2 Tenders submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.3 Any tender received by the Employer after the date and time of tender opening prescribed in Tendering Data will be returned unopened to such tenderer.

- 15.4 Any tenderer may modify or withdraw his tender after tender submission provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of tenders.
- 15.5 No tender may be modified by a tenderer after the deadline for submission of tenders. Withdrawal of a tender during the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified in the Form of Tender may result in forfeiture of the Tender Security pursuant to Clause IT.13.5(a).

## **E. TENDER OPENING AND EVALUATION**

### **IT.16 Tender Opening & Clarification and Evaluation**

- 16.1 The NIO will open the tenders, in the presence of tenderers' representatives who choose to attend, at the time, date and location stipulated in the Tendering Data.
- 16.2 The tenderer's name, Tender Prices, any discount, the presence or absence of Tender Security, and such other details as the Director General NIO at its discretion may consider appropriate, will be announced by the NIO at the tender opening.

Any Tender Price or discount which is not read out and recorded at tender opening will not be taken into account in the evaluation of tender.

- 16.3 To assist in the examination, evaluation and comparison of Tenders the NIO may at its discretion ask the tenderer for a clarification of its Tender. The request for clarification and the response shall be in writing and no change in the price or substance of the Tender shall be sought, offered or permitted.
- 16.4 (a) Prior to the detailed evaluation, pursuant to Sub-clause IT.16.7 to 16.9, the NIO will determine the substantial responsiveness of each tender to the Tender Documents. For purpose of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the Tender Documents without material deviations. It will include determining the requirements listed in Tendering data.

- (b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Tender price entered in Form of Tender and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Tender will be corrected by the NIO in accordance with the Corrected Schedule of Prices.



If the tenderer does not accept the corrected amount of Tender, his Tender will be rejected and his Tender Security forfeited.

- 16.5. A Tender determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the tenderer by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Tender which does not constitute a material deviation may be waived by NIO, provided such waiver does not prejudice or affect the relative ranking of any other tenderers.
- 16.7 The Director General NIO will evaluate and compare only the tenders previously determined to be substantially responsive pursuant to Sub-clauses IT.16.4 to 16.6. as per requirements given hereunder. Tenders will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Tender Price pursuant to Sub-Clause 16.8 herein below.

(a) Technical Evaluation

It will be examined in detail whether the items offered by the tenderer complies with the Technical Provisions of the Tender Documents. For this purpose, the tenderer's data submitted will be compared with technical features/criteria of the Tendering Data detailed in the Technical Provisions. Other technical information submitted with the tender regarding the Tendering Data will also be reviewed.

(b) Commercial Evaluation

It will be examined in detail whether the tenders comply with the commercial/contractual conditions of the Tender Documents. It is expected that no major deviation/stipulation shall be taken by the tenderers.

16.8 Evaluated Tender Price

In evaluating the tenders, the Project Director, NIO will determine for each tender in addition to the Tender Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Tender Price:

- (i) making any correction for errors pursuant to Sub-Clause 16.4 hereof.
- (ii) making an appropriate price adjustment for any other acceptable variation or deviation.
- (iii) making an appropriate price adjustment for Deviations in terms of Payments (if any and acceptable to Director General, NIO).

16.9 Evaluation Methods

Pursuant to Sub-Clause 16.8, Para (ii), and (iii) following evaluation methods for price adjustments will be followed:

(i) Price Adjustment for Technical Compliance

The cost of making good any deficiency resulting from technical noncompliance will be added to the Corrected Total Tender Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other tenderers being evaluated in detail in their original Tenders for corresponding item. In case of non-availability of price from other tenderers, the price will be estimated by Project Director.

(ii) Price Adjustment for Commercial Compliance

The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Tender Schedules and Conditions of Contract, as determined by Project Director will be added to the Corrected Total Tender Price for comparison purpose only. Adjustment for commercial compliance will be added to the Corrected Total Tender Prices.

(iii) Price Adjustment for Deviation in Terms: If Payments

Refer to Tendering Data

**IT.17 Process to be Confidential**

- 17.1 Subject to Clause IT. 16.3 heretofore, no tenderer shall contact the Director General/ Project Director, NIO on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded.
- 17.2 Any effort by a tenderer to influence Project Director, NIO in the Tender evaluation, Tender comparison or Contract Award decisions may result in the rejection of his Tender.

**F. AWARD OF CONTRACT**

**IT.18. Post-Qualification**

- 18.1 In the absence of pre-qualification, the Project Director, PSDP, NIO will determine to its satisfaction whether the substantially responsive, fulfilling technical requirements and is the lowest evaluated tenderer is qualified to satisfactorily perform the Contract.
- 18.2 The determination will take into account the tenderer's financial and technical

capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted under Clause IT.11, as well as such other information as the Project Director NIO deems necessary and appropriate.

### **IT.19 Award Criteria & Employer's Right**

- 19.1 Subject to Sub-clause IT.19 .2, the Director General/Project Director, PSDP, NIO will award the Contract to the tenderer whose tender has been determined to be substantially responsive to the Tender Documents fulfilling all technical specification and who has offered the lowest evaluated Tender Price, provided that such tenderer has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of Clause IT. 18.
- 19.2 Notwithstanding Sub-clause IT.19.1, the Director General/Project Director NIO reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected tenderers or any obligation to inform the affected tenderers of the grounds for the NIO's action.

### **IT.20 Notification of Award & Signing of Contract Agreement**

- 20.1 Prior to expiration of the period of tender validity prescribed by the NIO, the NIO will notify the successful tenderer in writing ("Letter of Acceptance") that *his* tender has been accepted.
- 20.2 Within 7 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the NIO will send the successful tenderer the Form of Contract Agreement provided in the Tender Documents, incorporating all agreements between the parties.

### **IT.21 Performance Security**

- 21.1 The successful tenderer shall furnish to the NIO a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of 14 days after the receipt of Acceptance.
- 21.2 Failure of the successful tenderer to comply with the requirements of Sub-clauses IT.20.1 & 20.2 or clause 21 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security.



## IT.22 G. Tendering Data

### (A) FURNITURE'S (BRIEF DESCRIPTION)

ITEM NO.	ITEMS DESCRIPTION	QUANTITY
A-1	Conference Table (for 8-10 persons) Size L 12'-0" x D 4'-0" x H 2'-6". Complete in Laminate Finish with PVC Edges and Imported M. S Powder Chromic Leg Structure with Laminate Socket Sheet and two Flip covers for provision of wire management. (Color as per requirement) Economical, durable and good quality	01 No.
A-2	Chairs for Conference Tables High-Density Foam Black PP adjustable arms Multi-functional mechanisms Polished aluminum base Gas lift for height adjustment Economical, durable and good quality	15 Nos.
A-3	Manager High Back Executive Seats Seat and back upholstered with best quality 2" thick Life time guarantee foam and with fabric (from fabric project) including imported pp arms with revolving, reclining and Hydraulic system and 5-star PU base and heavy-duty wheel casters. Economical, durable and good quality	04 Nos.
A-4	Sofa Set Two Seaters (For Office rooms) Fully upholstered with 4 " thick best quality Life time guarantee foam and black leatherette. M.s Base structure pipe 2" x 2" x 16 swg in powder coating finish. Economical, durable and good quality	04 Nos.
A-5	Meeting Table for 04 persons size: 1650 x 900 x 760 mm top made of 25 mm thick imported cherry laminated board (by meico) with imported matching PVC edging. two M.S Pedestals with MDF Fiber coating base 500 mm dia including m.s cable ducting in black powder coating finish (by jotun). Economical, durable and good quality	01 No.
A-6	Wall mounted 3X5 feet Book shelves Complete in Laminate Finish and Glass front.	03 Nos.

**(B) FIXTURE'S (BRIEF DESCRIPTION)**

<b>ITEM NO.</b>	<b>ITEMS DESCRIPTION</b>	<b>QUANTITY</b>
<b>B-1</b>	Split Unit 2.0 Ton. Cooling Capacity: 2.0 Tons, Decorative wall mounted not inverted type, Reliable more than 3-year warranty of compressor and parts, Cooling Capacity upto 24000 BTU, Color White, Power Supply (ph/V/Hz) 1/220/50.	<b>02 Nos.</b>
<b>B-2</b>	Split Unit 1.5 Ton. Cooling Capacity: 1.5 Tons, Decorative wall mounted not inverted type, Reliable more than 3-year warranty of compressor and parts, Cooling Capacity upto 18000 BTU, Color White, Power Supply (ph/V/Hz) 1/220/50.	<b>02 Nos.</b>

**IT-23. INSTRUCTIONS TO TENDERERS  
(CLAUSE REFERENCE)**

## **INSTRUCTIONS TO TENDERERS (CLAUSE REFERENCE)**

### **23.1 Name of National Institute of Oceanography and Address**

Director General  
National Institute of Oceanography  
ST-47, Block-1, Clifton, Karachi-75600 Pakistan  
Phones: (92-21) 99251172-8, Fax: (92-21) 99251179, 34166418  
E-mail: [niopk.gov.pk@gmail.com](mailto:niopk.gov.pk@gmail.com)

### **23.2 Tender shall be quoted entirely in Pak. Rupees. The items to be imported for this tender should be quoted in Pak Rupees only. The payment shall be made to the supplier in Pak. Rupees.**

- a. The tenderer / manufacturer / distributor / authorized dealer / agents have the financial, technical capability necessary to supply Oceanographic Scientific Instruments / Accessories / Consumables & Miscellaneous Items.
- b. Tender validity is 120 days, after issuance of supply order(s) at NIO, ST-47, Block-1, Clifton, Karachi, at their own expenses and even at short notice if needed. Payment will be made after full satisfaction (demonstration will be mandatory). Delivery will be in accordance to No. of days specified in the work / supply order.
- c. If supplied items are found sub-standard or in-genuine, the contract will be cancelled and Security Deposits will be forfeited and the Firm will also be blacklisted.
- d. The Firms must have Sales Tax Registration Certificate, National Tax Number and Vender Number and have proper offices, shops/stores in Karachi as well as facilities of telephone/fax and email.
- e. Submission of any false statement/documents including concealing of information is likely to disqualify the bidder.
- f. This Institute reserves the right to accept or reject any or all tenders without assigning any reason in accordance with rule 33(1) of PPRA-2004.

### **23.3 (a) A detailed description of the Works, essential technical and performance characteristic.**

(b) Complete set of technical information, description data, literature and drawings as required in accordance with Tendering Data, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

### **23.5 Amount of Tender Security**



2% of the quoted price

**23.6 Period of Tender Validity**

120 days from the date of tender opening.

**23.7 Number of Copies of the Tender to be Submitted**

One original plus 1 copy.

**23.8 (a) National Institute of Oceanography's Address for the Purpose of Tender Submission**

Director General  
National Institute of Oceanography  
ST-47, Block-1, Clifton, Karachi-75600, Pakistan  
Phones: (92-21) 99251172-4, Fax: (92-21) 99251179, 34166418  
E-mail: [niopk.gov.pk@gmail.com](mailto:niopk.gov.pk@gmail.com)

**(b) Warning**

DO NOT OPEN BEFORE: 29<sup>TH</sup> NOVEMBER, 2021.

**23.9 Deadline for Submission of Tenders**

11:00 AM, 29<sup>TH</sup> NOVEMBER, 2021

**23.10 Venue, Time, and Date of Tender Opening**

National Institute of Oceanography  
ST-47, Block-1, Clifton, Karachi-75600, Pakistan

Time: 11:30 AM

Date: 29<sup>TH</sup> NOVEMBER, 2021

**23.11 Responsiveness of Tenders**

- (i) the Tender is valid till required period,
- (ii) the Tender prices are firm during currency of contract.
- (iii) completion period offered is within specified limits,
- (iv) the Tenderer/Manufacturer is eligible to Tender and possesses the requisite

experience,

- (v) the Tender does not deviate from basic technical requirements and
- (vi) the Tenders are generally in order, etc.

**IT-24. FORMS OF TENDER  
AND  
SCHEDULES TO TENDER**

**SCHEDULE - TO TENDER**

**IT-24. FORM OF TENDER**

(LETTER OF OFFER)

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Gentlemen,

1. Having examined the Tender Documents including Instructions to Tenderers, Tendering Data, Conditions of Contract, Contract Data, Specification, and Addenda Nos. \_\_\_\_\_ for the supply of the Oceanographic Scientific Instruments / Accessories / Consumables & Miscellaneous Items., we, the undersigned, being a company doing business under the name of \_\_\_\_\_ and address \_\_\_\_\_

\_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to supply the Oceanographic Scientific Instruments / Consumables & Miscellaneous Items. and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Tender Price of Rupees ( \_\_\_\_\_ ) or such other sum as may be ascertained in accordance with the said Documents.

2. We understand that all the Schedules attached hereto form part of this Tender.

3. As security for due performance of the undertakings and obligations of this Tender, we submit herewith a Tender Security in the amount of \_\_\_\_\_ drawn in your favour or made payable to you and valid for a period of 28 days beyond the period of validity of Tender.

4. We undertaken, if our Tender is accepted, to supply the Oceanographic Scientific Instruments / Accessories / Consumables & Miscellaneous Items. comprised in the Contract within the time(s) stated in Contract Date.

5. We agree to abide by this Tender for the period of 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

6. Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

7. We undertake, if our Tender is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.

8. We understand that you are not bound to accept the lowest or any Tender you may receive.

9. We do hereby declare that the Tender is made without any collusion comparison of figures or arrangement with any other person or persons making a Tender for the Works.

Dated this \_\_\_\_\_ day \_\_\_\_\_ Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized to sign tenders for and on behalf of

(Name of Tenderer in Block Capitals)

Address:

Witness:

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the \_\_\_\_\_ day of 2021 between DIRECTOR GENERAL, NATIONAL INSTITUTE OF OCEANOGRAPHY (hereinafter called the “Employer”) of the one part and \_\_\_\_\_ (hereinafter called the “Contractor”) of the other part.

WHEREAS the Employer is desirous that certain Works, viz \_\_\_\_\_ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witness as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Letter of Acceptance;
  - (b) The completed Form of Bid along with Schedules to Bid;
  - (c) Conditions of Contract & Contract Data;
  - (d) The priced Schedule of Prices;
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

---

(Seal)

Signature of the Employer

---

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

---

(Name, Title and Address)

Witness:

---

(Name, Title and Address)