DIRECTOR, NATIONAL RESEARCH CENTRE ON MEAT, CHENGICHERLA, POST BOX 19, UPPAL-P.O., HYDERABAD-500039

TENDER DOCUMENT

Installation of Conveyor System for Slaughter House for Sheep & Goats

NRC ON MEAT HYDERABAD

TENDER DOCUMENT Proposed Installation of Conveyor System for Slaughter House for Sheep & Goats

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NOTICE INVITING TENDER

NRC ON MEAT HYDERABAD.

NAME OF WORK:

Installation of Conveyor System for Slaughter house for Sheep & Goats

NOTICE INVITING TENDERS

I) Tenders are invited from eligible Manufacturers, Contractors for the work mentioned below:

1	Name of the work	Installation of Conveyor System for Slaughter House at NRCM for Sheep &
2	Estimate Contract value of work put to tender by single bidder on turnkey basis	Rs.20.0 Lakhs
3	Period of completion of work	2 Months
4	Form of contract / class of firms eligible,	Experience in similar type of work.
5	E.M.D to be paid in the shape of Demand Draft obtained from Nationalised Bank only.	@ 2½ on Tender Value.
6	Issue of Tender Document	Tender documents can be purchased by payment of Rs.1000/- (One thousand only) to wards cost of tender document including VAT or down loaded from website www.icar.org.in and www.nrcmeat.org.in , in which case, a DD for Rs.1000/- to be enclosed along with the Offer.
7	Last Date and time for submission of Tenders.	16.3.2011 up to 4.00 PM
8	Date and time of opening of Tenders.	17.3.2011 at 11.00 AM

II. NRC on Meat, Hyderabad has already built the Slaughter House. The proposal is " Installation of Conveyor system at the Slaughter House located in Chengicherla, Village (NRCM).

- III. Eligibility criteria for Opening the Tender:
 - a) Experience in Similar type of Work.
 - b) At least a single similar work (i.e. Slaughter House Equipments/ turnkey Slaughter House project) of not less than Rs.20.00 lakhs in India.
 - c) Should have a net worth of at least Rs.20.00 lakhs
- IV) .To purchase tender documents by paying an amount of Rs.1000/- One thousand only towards cost of tender document including VAT etc. Those not able to purchase tender document can down load the application from web site www.icar.org.in; www.nrcmeat.org.in and submit the D.D for Rs.1,000/= along with EMD in the shape of Demand Draft @ 2½% on Tender Value issued by any Nationalised Bank/Scheduled Commercial bank in favour of ICAR Unit, NRC on Meat, Hyderabad preferably from SBI, Hyderabad and valid for 6 months. The tenderer shall invariably furnish original DD towards EMD to the tender inviting authority along with the Tender Document. The tender document not accompanied by DD will be summarily rejected.
- V). The tenders will be opened by the Tender Cum Works committee, NRCM, Hyderabad in the presence of tenderers/or their authorised representatives on the date mentioned above.
- VI). If the office happens to be closed on the dates specified above, the respective activity will be performed at the designated time on the next working day without any notification.
- VII). Any other details can be obtained from the Office of the AAO, NRC Meat, Chengicherla, P.B No:19, Uppal (P.O), Hyderabad 500 039.

INSTRUCTIONS TO TENDERERS

A – GENERAL

- 1. Name & Scope of work:
- 1.1 Brief details of the work is as follows:

A	Brief description and location of work	Installation of Conveyor System for Slaughter House for Sheep & Goats at NRCM
В	Scope of work:	Design, supply, installation and commissioning
		of Conveyor for Slaughter House
c.	Period of Completion	2 Months

- 1.2 The Director, NRC Meat, Hyderabad invites tenders under along with EMD in the shape of Demand Draft @ 2½% issued by any Nationalised Bank in favour of ICAR-Unit NRCM-NAIP, Payable at Hyderabad to be valid for 6 months from the date of issue of DD along with bid. Bids without EMD will be summarily rejected.
- 1,3 The successful tenderer is expected to complete the work within the time period specified in the Tender documents.
- 2. Firms Eligible to Quote:
- 2.1 The Firms who have
 - a) Experience in Similar type of Work.
 - b) At least a single similar work not less than Rs.20.00 lakhs.
 - c) Certificates in support of Existing Commitments.
 - d) Should have net worth of at least Rs.20 Lakhs.
 - 3. Qualification data of the Tenderers.
 - 3.1 The tenderer shall furnish the following particulars in the formats enclosed, supported by documentary evidence as specified in the formats.
 - a) Check slip to accompany the tender.
 - b) Attested copies of documents relating to experience in the similar type of works.
 - 3.2 Even though the tenderers meet the above qualifying criteria, they are liable to be disqualified / debarred / suspended / blacklisted if they have
 - Furnished false / fabricated particulars in the forms, statements and /annexures submitted in proof of the qualification requirements and/or
 - Not turned up for entering into agreement, when called upon.
 - Record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and/or
 - Participated in the previous bidding for the same work and had quoted unreasonably high tender rate and
 - Even while execution of the work, if found that the work was awarded to the Contractor based on false / fake certificates of experience, the Contractor will be blacklisted and work will be taken over invoking relevant standard rules of GOI.
- 3.4 a) If the rate quoted by a tenderer is found to be either abnormally high or with in the

permissible ceiling limits prescribed but under collusion or due to unethical practices adopted at the time of tendering process, such tenders shall be rejected.

b) A tenderer submitting a Tender which the tender accepting authority considers

excessive and or indicative of insufficient knowledge of current prices or definite attempt of profiteering will render him liable to be debarred permanently from tendering or for such period as the tender accepting authority may decide. The tenderer overall quote should be based on the controlled prices for the materials, if any, fixed by the Government or the reasonable prices permissible for the tenderer to charge a private purchaser under the provisions of clause-6 of the hoarding and profiteering prevention ordinance of 1943 as amended from time to time and on similar principle in regard to labour supervision on the construction.

4. One Tender per Tenderer:

4.1 Each Tenderer shall submit only one Tender for the work. A Tenderer who submits more than one Tender will cause disqualification of all the Tenders submitted by the Tenderer.

5. Cost of Tendering

5.1 The Tenderer shall bear all costs associated with the preparation and submission of his Tender and the tender inviting authority will in no case be responsible and liable for those costs.

6. Site Visit.

6.1 The Conveyor is to be installed in the existing Slaughter House of NRCM, Chengicherla, Uppal, Hyderabad – 39.

B. TENDER DOCUMENT

7. Contents of Tender document.

- 7.1 One set of Tender document, comprises of the following:
 - 1) Notice Inviting Tenders (NIT)
 - 2) Instruction to Tenderers
 - 3) Forms of Tender and qualification information
 - 4) Conditions of Contract.
 - 5) Specifications.
 - 6) Drawings.
 - 7) Forms of Securities. i.e., EMD, Additional Security etc.
 - 8) Bill of quantities and estimated cost
 - 9) Bid format.

8. Clarification on Tender Documents.

8.1 A prospective Tenderer requiring any clarification on Tender documents may contact the Incharge at the address indicated in the NIT. The Incharge will also respond to any request for clarification, received through post.

9. Amendment to Tender Documents.

- 9.1 Before the last date for submission of Tenders, the Tender Inviting Officer may modify any of the Contents of the Tender Notice, Tender documents by issuing amendment / Addendum.
- 9.2 Any addendum/amendments issued by the Tender Inviting Officer shall be part of the

Tender Document and it shall either be communicated in writing to all the purchasers of the Tender documents or notified in the News Papers in which NIT was published.

9.3 To give prospective Tenderers reasonable time to take an addendum into account in preparing their bids, the Tender Inviting Officer may extend if necessary, the last date for submission of tenders.

PREPARATION OF TENDERS

10. Language of the Tender: All documents relating to the tender shall be in the English Language only.

11. Documents comprising of the Tender.

- 11.1 The bidders are requested to submit a Proposal as detailed in this document.
- The bidders, who are desirous of participating in the Tender, shall sign on all the statements, documents, certificates, tender document purchased by him, owning responsibility for their correctness/authenticity.
- 11.3 **Earnest Money Deposit (EMD):** The bidders shall submit EMD as indicated earlier along with the Proposal. The proposals with out EMD are liable for rejection.

11.4 Technical Proposal of Bid

- a. In preparing the Technical proposal, bidders are expected to examine the documents comprising this tender document in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- b. While preparing the Technical proposal, bidders must give particular attention to the following:
 - (i) If a bidder considers that they do not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with other firms as appropriate.
 - ii) The Technical Proposal should provide the following information using the attached Standard Forms, where ever applicable
 - (iii) A brief description of the bidder/ JV's organization and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should indicate, inter alia, duration of the assignment, contract amount, and bidder / JV's involvement.
 - (iv) List of equipment proposed, make, model etc with technical brochures
 - (v) List of personnel who will be looking after the project execution
 - (vi) Any comments or suggestions on the proposed scope of work, list of services, and any facilities expected to be provided by the NRCM.
 - (vii) Any additional comments/ remarks.
- d. The Technical Proposal shall not include any financial information.
- 11.5 The Technical proposal will be reviewed by Tender cum Works Monitoring Committee of the NRC Meat and the clarifications, particulars if any required from the bidders will be obtained or in the conventional method by addressing the bidders.

12. Price Offer:

12.1 The tenderer should quote his price offer as lump sum tender amount based on this schedule of quantities. He should quote his offer both in words and figures. The price

- offers shall be written both in figures and words legibly and free from erasures, over writings or corrections of figures. Corrections where unavoidable should be made by crossing out, and rewriting duly initialising with date.
- 12.2 The Schedule A contains the quantities worked out by the department of the estimated contract. The tenderer should workout his own rates keeping in view the work, site conditions and quote his rates with which he intends to execute the work.
- 12.3 The bid offer shall be for the whole work.
- 12.4 All statutory duties, taxes, and other levies payable by the contractor as per State / Central Government rules, shall be included in the prices quoted by the tenderer.

13. Validity of Tenders:

- 13.1 Tenders shall remain valid for a period of not <u>less than three months</u> from the last date for receipt of Tender.
- During the above mentioned period no plea by the tenderer for any sort of modification of the tender based upon or arising out of any alleged misunderstanding or misconceptions or mistake or for any reason will be entertained.
- In exceptional circumstances, prior to expiry of the original time limit, the Tender Inviting Officer may request the bidders to extend the period of validity for a specified additional period. Such request to the Tenderers shall be made in writing. A Tenderer may refuse the request without forfeiting his E.M.D. A tenderer agreeing to the request will not be permitted to modify his Tender, but will be required to extend the validity of his E.M.D for a period of the extension.

14. Signing of Tenders

- 14.1 If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of the firm shall be given, if the tender is made by a corporation it shall be signed by a duly authorized officer who shall produce with his tender satisfactory evidence of his authorisation. Such tendering corporation may be required before the contract is executed, to furnish evidence of its corporate existence. Tenders signed on behalf of G.P.A holder will be rejected.
- 14.2 The tender shall contain no alterations or additions, except those to comply with instructions issued by the tender inviting officer, or as necessary to correct errors made by the tenderer, in which case all such corrections shall be initialled by the person signing the tender.
- 14.3 No alteration which is made by the tenderer in the contract form, the conditions of the contract, the drawings, specifications or statements / formats or quantities accompanying the same will be recognised, and, if any such alterations are made the tender will be void.

D. <u>SUBMISSION OF TENDERS.</u>

15. Submission of Tenders:

- 15.1 The tenderer shall invariably ensure that the following are to be submitted along with tender document.
- a) Check slip

- b) Copy of Experience Certificate in Similar type of Work.
- c) At least a single similar work not less than Rs.20.00 lakhs value in India. d) DD towards EMD.
- e) Declaration towards the genuineness of the certificates
- 15.2 The successful tenderer shall furnish the original hard copies of all the documents/EMD/certificates/ statements by them before concluding the agreement.
- 15.3 Submit tenders in as explained above. The tender should be submitted in a water proof covers and duly sealed. The cover should clearly indicate the Tender Number, Name of work Tendered, Due date for opening, address of the bidder and the Bid schedule. The EMD should be enclosed prominently along with the BID.

16. Last date / time for submission of the tenders.

- 16.1 Tenders must be submitted <u>not later than the date and time specified in NIT</u>. In the event of the specified date / time for the submission of bids declared as holiday, the bids will be received on the next working day.
- 16.2 The Director, NRC Meat may extend the dates for issue and receipt of Tenders by issuing an amendment in which case all rights and obligations of the Incharge and the Tenderers will remain same as previously.

17. Late tenders

17.1 Any tender received after the <u>last date / time prescribed will be summarily rejected</u>.

18. Modification to the tender

18.1 No tender shall be modified after the last date / time of submission of tenders.

E. <u>TENDER OPENING AND EVALUATION</u>

19. Tender opening

- 19.1 The tenderers or their authorised representatives can be present at the time of opening of the tenders. Either the tenderer himself or one of his representative with proper authorisation only will be allowed at the time of tender opening. If any of the tenderer is not present at the time of opening of tenders, the tender opening authority will, on opening the tender of the absentee tenderer, reads out and record the deficiencies if any, which shall be binding on the tenderer.
- 19.2 The bid containing qualification requirements as per Annexure I will be evaluated by the tender opening authority and the minutes are recorded which will be signed by the tender opening authority as well as tenderers or their authorised representatives present.

20. Clarification of the Tender Document.

20.1 The tender opening authority may call upon any tenderer for clarification on the statements, documentary proof relating to the Tender Document. The request for clarification and response thereto shall be in writing and it shall be only on the qualification information furnished by the tenderer. The clarification called for from the tenderers shall be furnished within the stipulated time, which shall not be more than a week.

The tenderer if so desirous, shall agree in writing to furnish the clarification called for within the stipulated time and, for disqualification and rejection of his tender in the event of failure to do so.

21. Examination of Tender Document and determination of responsiveness

- 21.1 The Director, NRC Meat will evaluate whether each tenderer is satisfying the eligibility criteria prescribed in the tender document and declares them as a qualified tenderer.
- 21.2 Of the qualified bids, technical evaluation will be carried by the Director, NRC Meat. If any alteration is made by the tenderer in the tender documents, the conditions of the contract, the drawings, specifications or statements / formats or quantities the tender will be rejected.
- 21.3 Tenders shall be scrutinised in accordance with the conditions stipulated in the Tender document. In case of any discrepancy of non-adherence conditions the tender accepting authority shall communicate the same which will be binding both on the tender opening authority and the tenderer. In case of any ambiguity, the decision taken by the tender accepting authority on tenders shall be final.
- Those proposals which are found to meet the minimum standards as prescribed by the Director, NRC Meat will be treated as responsive bids.

22. Evaluation and comparison of Bids.

- 22.1 The Committee will evaluate and compare the price of all the qualified tenderers.
- 22.2 Negotiations at any level are strictly prohibited. However, good gesture rebate, if offered by the lowest tenderer prior to finalisation of tenders may be accepted by the tender accepting authority.
- 22.3 Selection of tenderer among the lowest and equally quoted tenderers will be in the following orders:
 - a) The tenderer whose bid capacity is higher will be selected.
 - b) In case the bid capacity is also same the tenderer whose annual turnover is more will be preferred.
 - c) Even if the criteria incidentally become the same, the turnover on similar works and thereafter machinery available for the work and then the clean track record will be considered for selection.

23. Process to be confidential

- 23.1 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of a contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced by the tender accepting authority. Any effort by a tenderer to influence the processing of tenders or award decisions may result in the rejection of his tender.
- 23.2 No Tenderer shall contact the Director, NRC Meat or any authority concerned with finalisation of tenders on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Director, it should do so in writing.
- 23.3 Before recommending / accepting the tender, the tender recommending / accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria and specifically experience. The authenticated agreements of previous works executed by the lowest tenderer shall be called for.

F. AWARD OF CONTRACT

24. Award Criteria

- 24.1 The Director, NRC Meat will award or recommend to the competent tender accepting authority for award of the contract to the tenderer who is found technically qualified as per the tender conditions and whose price is lowest.
- 24.2 The tender accepting authority reserves the right to accept or reject any tender or all tenders and to cancel the tendering process, at any time prior to the award of contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the reasons for such action.

25. Notification of award and signing of agreement

- 25.1 The Tenderer whose Tender has been accepted will be notified of the award of the work by The Director NRC Meat, prior to expiration of the Tender validity period by registered letter. This letter (hereinafter and in the Conditions of Contract called "Letter of Acceptance") will indicate the sum that the Government will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Amount").
- 25.2 The successful tenderer has to sign an agreement within a period of 15 days from the date of receipt of communication of acceptance of his tender. On failure to do so his tender will be cancelled duly forfeiting the E.M.D., paid by him without issuing any further notice and action will be initiated for black listing the tenderer.
- 25.3 The Scope of work, time of completion, defect liability period and Bank Guarantee will be made in the agreement between contractor and NRCM.

26. Corrupt or fraudulent practices

- 26.1 The Government require that the bidders / suppliers / contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government
 - (a) define for the purposes of the provision, the terms set forth below as follows:
 - (i) "corrupt practices" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a Government official in procurement process or in contract execution: and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish in Tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.
 - (b) Will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
 - (c) Will blacklist / or debar a firm, either indefinitely or for a stated period of time, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Government contract.

(d) Further more, tenderers shall be aware of the provisions stated in the general conditions of contract.

FORMS OF TENDER QUALIFICATION INFORMATION

Annexure-I

CHECKLIST TO ACOMPANY THE TENDER

Sl.No.	DESCRIPTION	SUBMITRED YES/NO	PAGE NO. (SEE NOTE BELOW)
1	Copy of Experience Certificate in Similar type of Work.	Yes/No	
2	At least a single similar work not less than Rs.20.00 lakhs.	Yes/No	
3	Certificates in support of Existing Commitments.	Yes/No	
4	DD towards EMD.	Yes/No	
5	Declaration towards the genuineness of the certificates	Yes/No	
6	Experience : SIMILAR NATURE OF WORK EXPERIENCE	Yes/No	

Notes:-

- 1) All the statements copies of the certificates, documents etc., enclosed to the Tender Document shall be given page numbers on the right corner of each certificate, which will be indicated in column (4) against each item. The statements furnished shall be in the formats appended to the tender document.
- 2) The information shall be filled-in by the Tenderer in the checklist and shall be enclosed to the bid for the purposes of verification as well as evaluation of the tenderer's Compliance to the qualification criteria as provided in the Tender document. All the Certificates, documents, statements as per check-list shall be submitted by the tenderer.
- 3) The bidder shall sign all the statements/documents/certificates received by him owing responsibility for their correctness/authenticity.

The successful tenderer shall furnish the original hard copies of all the documents / certificates / statements received by them before concluding the Agreement

DECLARATION

I / WE have gone through
carefully all the Tender conditions and solemnly declare that the certificates or the documents
uploaded by me/us are genuine and I/We will abide by any penal action such as disqualification or
black listing or determination of contract or any other action deemed fit, taken by, the Department
against us, if it is found that the statements, documents, certificates produced by me/us are
false/fabricated.

 $I\ /\ WE\ hereby\ declare\ that,\ I\ /\ WE\ have\ not\ been\ blacklisted\ /\ debarred\ /\ Suspended\ /$ demoted in any departments of Govt. of India or State Governments due to any reasons.

Signature of the Tenderer

CONDITIONS OF CONTRACT

TENDER

Date:

To The Director, NRC Meat, <u>Hyderabad</u>

Sir,

I/WE have also quoted rates in Schedule 'A', annexed (in words and figures) for which I/We agree to execute the work when the lumpsum payment under the terms of the agreement is varied by payment on measurement quantities.

I/WE have quoted rates in Schedule 'A' both in words & figures. In case of any discrepancy between those in words and figures, the rates quoted words only shall prevail.

I/WE agreed to keep the offer in this tender valid a period of Three month(s) mentioned in the tender notice and not to modify the whole or any part of it for any reason within above period. If the tender is withdrawn by me/us for any reasons whatsoever, the earnest money paid by me/us will be forfeited to Government

I/WE hereby distinctly and expressly, declare and acknowledge that, before the submission of my/our tender I/We have carefully followed the instructions in the tender notice and have read the CPWD specifications and the preliminary specifications therein and the CPWD addenda volume and that I/We have made such examination of the contract documents and the plans, specifications and quantities and of the location where the said work is to be done, and such investigation of the work required to be done, and in regard to the material required to be furnished as to enable me/us to thoroughly understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract, and in the said plans and specifications and distinctly agree that I/We will not hereafter make any claim or demand upon the Government based upon or arising out of any alleged misunderstanding or misconception /or mistake on my/or our part of the said requirement, covenants, agreements, stipulations, restrictions and conditions.

I /	WE	enclosed	to	my/our	application	for	tender	schedule	a	crossed	demand	draft	(No
										dated:)	for	Rs:
					as	ear	nest mo	ney not t	o l	oear inter	est.		

I / WE shall not assign the contractor or sublet any portion of the same. In case if it becomes necessary such subletting with the permission of the shall be limited to (1) Labour contract, (2) Material contract, (3) Transport contract and (4) Engaging specialists for special item of work as required.

IF MY / OUR tender is not accepted the sum shall be returned to me/us on application when intimation is sent to me/us of rejection or at the expiration of three months from last date of receipt of this tender, whichever is earlier. If my/our tender is accepted the earnest money shall be retained by the Government as security for the due fulfilment of this contract. If upon written intimation to me/us by the Office, I/We fail to attend the said office on the date herein fixed or if upon intimation being given to me/us or acceptance of my/our tender, and if I/We fail to make the additional security deposit or to enter into the required agreement as defined in condition-3 of the tender notice, then I/We agree the forfeiture of the earnest money. Any notice required to be served on me/us here under shall be sufficiently served on me/us if delivered to me/us hereunder shall be sufficiently served on me/us personally or forwarded to me/us by post to (registered or ordinary) or left at my/our address given herein. Such notice shall if sent by post be deemed to have been served on me/us at the time when in due course of post it would be delivered at the address to which it is sent.

I/WE fully understand that the written agreement to be entered into between me/us and Government shall be the foundation of the rights of the both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by me/us and then by the proper officer authorised to enter into contract on behalf of Government.

I AM/WE ARE professionally qualified and my/our qualifications are given below:

S.No.	NAME	QUALIFICATIONS

I/WE will employ the following technical staff for supervising the work and will see that one of them is always at site during working hours, personally checking all items of works and paint extra attention to such works as required special attention (eg) Main panel boards, Cable connections etc.,

S.NO.	NAMES OF MEMBERS OF TECHNICAL STAFF PROPOSED TO BE EMPLOYED	QUALIFICATION

I / WE declare that I / WE agree to recover the salaries of the technical staff actually engaged on the work by the department, from the work bills, if I / We fail to employ technical staff as per the tender condition.

TENDERERS / CONTRACTOR'S CERTIFICATE.

I/WE hereby declare that I/We have perused in detail and examined closely the Indian Standard Specifications, all clauses of the preliminary specifications with all amendments and have either examined all the standards specifications or will examine all the standard specifications for items for which I/We tender, before I/We submit such tender and agree to be bound and comply with all such specifications for this agreement which I/We execute in the different Government Departments.

- (2) I/WE certify that I/We have inspected the site of the work before quoting my price, I /We have satisfied about the quality, availability and transport facilities for all the materials
- (3) I / WE am/are prepared to furnish detailed data in support of all my quoted rates, if and when called upon to do so without any reservations.
- (4) I / WE hereby declare that I / We will not claim any price escalation.
- (5) I / WE hereby declare that I am / We are accepting for the defect liability period as 24 months.
- (6) I / WE declare that I / WE will not claim any extra amount towards any material used for the work other than the quoted works for respective schedule 'A' items.
- (7) I / WE declare that I / WE will execute the work as per the mile stone programme, and if I / WE fail to complete the work as per the mile stone programme I abide by the condition to recover liquidated damages as per the tender conditions.
- (8) I/WE declare that I/WE will abide for settlement of disputes as per the tender conditions.

DECLARATION OF THE TENDERER.

Address of the Tenderer:

Phone No.:

1) I/WE have not been black listed in any department due to any reasons.

Fax No.:

- 2) I/We declare that all the Certificates/Documents submitted by Me/US are Genuine.
- 3) I/WE agree to disqualify me/us for any wrong declaration in respect of the above and to summarily reject my/our tender.

CONTRACTOR.

CONDITIONS OF CONTRACT

A. GENERAL

1. Interpretation:

- 1.1 In interpreting these Conditions of Contract, singular also means plural, male also means female, and vice-versa. Headings have no significance. Works have their normal meaning under the language of the contract unless specifically defined. The Incharge will provide instructions clarifying queries about the conditions of Contract.
- 1.2 The documents forming the Contract shall be interpreted in the following order of priority:
 - 1) Agreement
 - 2) Letter of Acceptance, notice to proceed with the works
 - 3) Contractor's Tender
 - 4) Conditions of contract
 - 5) Specifications
 - 6) Drawings
 - 7) Bill of quantities
 - 8) Any other document listed as forming part of the Contract.

2. Decisions:

2.1 Except where otherwise specifically stated, the Director will decide the contractual matters between the Department and the Contractor in the role representing the Department.

3. Delegation:

3.1 The Director may delegate any of his duties and responsibilities to other officers and may Cancel any delegation by an official order issued.

4. Communications:

4.1 Communications between parties, which are referred to in the conditions, are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act)

5. Personnel:

- 5.1 The Contractor shall employ the required Key Personnel named in the Schedule of Key Personnel to carry out the functions stated in the Schedule or other personnel approved by the Committee. The Committee will approve any proposed replacement of Key Personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.
- 5.2 Failure to employ the required technical personnel by the contractor the following amounts will be recovered from the contractor over and above the provision made in part two of schedule-A from the contractors bills.
- 5.3 The technical personnel should be on full time and available at site whenever required by Incharge to take instructions.
- 5.4 The names of the technical personnel to be employed by the contractor should be furnished in the statement enclosed separately.

In case the contractor is already having more than one work on hand and has undertaken more than one work at the same time, he should employ separate technical personnel on each work.

- 5.6 If the contractor fails to employ technical personnel the work will be suspended or department will engage a technical personnel and recover the cost thereof from the contractor.
- 5.7 If the Committee asks the Contractor to remove a person who is a member of Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the site forthwith and has no further connection with the work in the contract.

6. Contractor's Risks:

6.1 All risks of loss of or damage to physical property and of personnel injury and death, which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor.

7. Insurance:

- 7.1 The Contractor shall provide, in the joint names of the Department and the contractor, insurance cover from the Start Date to the end of the Defects Liability Period i.e., 24 months after completion for the following events which are due to the Contractor's risks.
 - a) loss of or damage to the Works, Plant and Materials;
 - b) loss of or damage to the Equipment;
 - c) loss of or damage of property in connection with the Contract; and
 - d) Personal injury or death of persons employed for construction.
- 7.2 Policies and certificates of insurance shall be delivered by the Contractor to the Incharge at the time of concluding Agreement. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred.
 - i) The contractor shall furnish insurance policy in force in accordance with proposal furnished in the Tender and approved by the Department for concluding the agreement.
 - The contractor shall also pay regularly the subsequent insurance premia and produce necessary receipt to the Incharge well in advance.
 - iii) In case of failure to act in the above said manner the department will pay the premium and the same will be recovered from the Contractors payments.
- 7.3 Alterations to the terms of insurance shall not be made without the approval of the Incharge

8. Site Inspections:

- 8.1 The contractor should inspect the site and also proposed quarries of choice for materials source of water and quote his rate including quarrying, conveyance and all other charges etc.
- 8.2 The responsibility for arranging the land for borrow area rests with the Contractor and no separate payment will be made for procurement or otherwise. The contractor's quoted rate will be inclusive of land cost.

9. Contractor to Construct the Works:

9.1 The Contractor shall construct and Commission the Work in accordance with the specifications and Drawings.

10. Diversion of streams / Vagus / Drains. :

11. Power Supply.

- 11.1 The contractor will pay the bills of Electricity Department for the cost of power consumed by him for installing the Conveyor System to NRC on Meat.
- 11.2 The power shall be used for bonafide Departmental work only.

12. Water supply: The cost of water utilized by the contractor for installation will be paid to NRC Meat, Hyderabad.

13. The works to be Completed by the Intended Completion Date:

The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Incharge, and complete the work by the Intended Completion Date.

14. Safety:

14.1 The Contractor shall be responsible for the safety of all activities in the Slaughter House.

15. Discoveries:

15.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Government. The Contractor is to notify the Incharge of such discoveries and carry out the Incharge instructions for dealing with them.

16. Installation- At the Slaughter House for Sheep & Goats in NRCM Hyderabad.

17. Settlement of disputes:

- 17.1 If any dispute of difference of any kind whatsoever arises between the department and the Contractor in connection with, or arising out of the Contract, whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the Contract, it shall in the first place, be referred to and settled by the Committee who shall, within a period of thirty days after being requested by the Contractor to do so, give written notice of his decision to the Contractor. Upon receipt of the written notice of the decision of the Committee the Contractor shall promptly proceed without delay to comply with such notice of decision.
- 17.2 If the Incharge fails to give notice of his decision in writing within a period of thirty days after being requested or if the Contractor is dissatisfied with the notice of the decision of the Incharge the Contractor may within thirty days after receiving the notice of decision appeal to the Department who shall offer an opportunity to the contractor to be heard and to offer evidence in support of his appeal, the Department shall give notice of his decision within a period of thirty days after the Contractor has given the said evidence in support of his appeal, subject to arbitration, as hereinafter provided. Such decision of the Department in respect of every matter so referred shall be final and binding upon the Contractor and shall forthwith be given effect to by the Contractor, who shall proceed with the execution of the works with all due diligence whether he requires arbitration as hereinafter provided, or not. If the Department has given written notice of his decision to the Contractor and

no claim to arbitration, has been communicated to him by the Contractor within a period of thirty days from receipt of such notice the said decision shall remain final and binding upon the Contractor. If the Department fail to give notice of his decision, as aforesaid within a period of thirty days after being requested as aforesaid, or if the Contractor be dissatisfied with any such decision, then and in any such case the contractor within thirty

days after the expiration of the first named period of thirty days as the case may be, require that the matter or matters in dispute be referred to arbitration: jurisdiction of which is twin cities *i.e.* Hyderabad & Secunderabad limits.

18. Program:

B. TIME FOR COMPLETION

The total period of completion is 2 **Months** from the date of receipt of Work Order.

- 18.2 The attention of the tenderer is directed to the contract requirement at the time of beginning of the work, The rate of progress and proportionate value of work done from time to time as will be indicated by the 's Certificate for the value of work done will be required. Date of commencement of their programme will be the date for concluding agreement but not the date of handing over site.
- 18.3 After signing the agreement, the contractor shall forthwith begin the work, shall regularly and continuously proceed with them.
- 18.4 Rate of progress/percentage of work:
 - i) 2 Months 100% of contract value
- 18.5 The contractor shall commence the works on site within the period specified under condition 24.1 to 24.2 above after the receipt by him of a written order to this effect from the concerned authority and shall proceed with the same with due expedition and without delay, except as may be expressly sanctioned or ordered.
- 18.6 Save in so far as the contractor may prescribe, the extent of portions of the site of which the contractor is to be given possession from time to time and the order in which such portions shall be made available to him and, Subject to any requirement in the contract as to the order in which the works shall be executed, the 's written order to commence the works, give to the contractor possession of so much of the site as may be required to enable the contractor to commence proceed with the execution of the works in accordance with the programme if any, and otherwise in accordance with such reasonable proposals of the contractor as he shall by written notice to the Incharge, make and will from time to time as the works proceed, give to the contractor possession of such further portions of the site as may be required to enable the contractor to proceed with the execution of the works with due dispatch in accordance with the said programme or proposals as the case maybe; if the contractor suffers delay or incurs cost from failure on the part of the Concerned authority to give possession in accordance with the terms of this clause, the Concerned authority shall grant an extension of time for the completion of works.
- 18.7 Subject to any requirement in the contract as to completion of any section of the works before completion of the whole of the works shall be completed in accordance with provisions of clauses in the Schedule within the time stated in the contract calculated from the last day of the period named in the statement to the tender as that within which the works are to be commenced or such extended time as may be allowed.

18.8 Delays and extension of time:

No claim for compensation on account of delays or hindrances to the work from any cause whatever shall lie, except as hereafter defined. Reasonable extension of time will be allowed by the or by the office competent to sanction the extension, for unavoidable delays, such as may result from causes, which in the opinion of the , are undoubtedly beyond the control of the contractor. The shall assess the period of delay or hindrance caused by any written instructions issued by him, at twenty five per cent in excess or the actual working period so lost.

In the event of the failing to issue necessary instructions and thereby causing delay and hindrance to the contractor, the latter shall have the right to claim an assessment of such delay by the Director, NRC MEAT, whose decision will be final and binding. The contractor shall lodge in writing with the a statement of claim for any delay or hindrance. referred to above, within fourteen days from its commencement, otherwise no extension of time will be allowed.

Whenever authorised alterations or additions made during the progress of the work are of such a nature in the opinion of the as to justify an extension of time in consequence thereof, such extension will be granted in writing by the or other competent authority when ordering such alterations or additions.

19. Construction Programme:

- 19.1 The Contractor shall furnish within 15 days of the order of the work a programme showing the sequence in which he proposed to carry out the work, monthly progress expected to be achieved, also indicating date of procurement of materials plant and machinery. The schedule should be such that it is practicable to achieve completion of the whole work within the time limit fixed and shall obtain the approval of the Incharge. Further rate of the progress as in the program shall be kept up to date. In case it is subsequently found necessary to alter this program, the contractor shall submit sufficiently in advance the revised program incorporating necessary modifications and get the same approved by the Committee. No revised program shall be operative with out approval of Incharge.
- 19.2 The Director, NRC Meat, shall have all times the right, without any way violating this contract, or forming grounds for any claim, to alter the order of progress of the works or any part thereof and the contractor shall after receiving such directions proceed in the order directed. The contractor shall also report the progress to the Director, NRC MEAT, within 7 days of the Incharge direction to alter the order of progress of works.
- 19.3 The Contractor shall give written notice to the Incharge whenever planning or progress of the works is likely to be delayed or disrupted unless any further drawings or order
 - including a direction, instruction or approval is issued by the Incharge within a reasonable time. The notice shall include details of the drawing or order required and of why and by
 - when it is required and of any delay or disruption likely to be suffered if it is late.

20. Speed of Work

20.1 The Contractor shall at all times maintain the progress of work to conform to the latest operative progress schedule approved by the Incharge. The contractor should furnish progress report indicating the programme and progress once in a month. The Incharge

may at any time in writing direct the contractor to slow down any part or whole of the work for any reason (which shall not be questioned) whatsoever, and the contractor shall comply with such orders of the Incharge. The compliance of such orders shall not entitle the contractor to any claim of compensation. Such orders of the Incharge for slowing down the work will however be duly taken into account while granting extension of time if asked by the contractor for which no extra payment will be entertained.

20.2 Delays in Commencement or progress or neglect of work and forfeiture of earnest money, Security deposit and withheld amounts:

If, at any time, the Incharge shall be of the opinion that the Contractor is delaying Commencement of the work or violating any of the provisions of the Contractor is neglecting or delaying the progress of the work as defined by the tabular statement. "Rate of progress" in the Articles of Agreement", he shall so advise the Contractors in writing and at the same time demand compliance in accordance with conditions of Tender notice. If the Contractor neglects to comply with such demand within seven days after receipt of such notice, it shall then or at any time there after, be lawful for the Director, NRC MEAT, to take suitable action in accordance with relevant Clauses.

21. Suspension of works by the Contractor:

- 21.1 If the Contractor shall suspend the works, or sublet the work without sanction of the Incharge, or in the opinion of the Incharge shall neglect or fail to proceed with due diligence in the performance of his part of the Contract as laid down in the Schedule rate of progress, or if he shall continue to default or repeat such default in the respects mentioned in relevant rules of GOI, Incharge shall take action in accordance with related Clauses.
- 21.2 If the Contractor stops work for 28 days continuously and the Stoppage has not been authorised by the Incharge the Contract will be terminated as per the law.
- 21.3 If the Contractor has delayed the completion of works the Contract will be terminated under relevant Clauses.

22. Extension of the Intended Completion Date:

- 22.1 The Incharge shall extend or recommend for extension, in accordance with the Government orders in force, the Intended Completion Date if a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.
- 22.2 The Incharge shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer for a decision upon the effect of a Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

23. Delays Ordered by the Incharge

27.1 The Incharge may instruct the Contractor to delay the start or progress of any activity within the Work.

24. Early Warning:

24.1 The contractor is to warn the Incharge at the earliest opportunity of specific likely future events or circumstances that may adversely affect the Execution of Works.

24.2 The Contractor shall cooperate with the Incharge in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Incharge.

25. Management Meetings:

25.1 The Incharge may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the programme for remaining work and to deal with matters raised in accordance with the early warning procedure.

C. QUALITY CONTROL

26. Identifying Defects:

The Incharge shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Incharge may instruct the Contractor to verify the Defect and to uncover and test any work that the Engineer considers may be a Defect.

27. Tests:

27.1 If the Incharge instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the Contractor shall pay for the test and any samples.

28. Correction of Defects:

- 28.1 The Incharge shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins on Completion. The defects liability period shall be extended for as long as defects remain to be corrected by the Contractor.
- 28.2 Every time notice of a Defect is given, the Contractor shall correct the notified defect within the length of time specified by the Incharge's notice.

29. Uncorrected defects

- 29.1 If the contractor has not corrected the defect within the time specified in the Incharge's notice, the Incharge will assess the cost of having the defect corrected and the contractor will pay this amount.
- 29.2 The Incharge shall introduce O.K. cards and prescribed the formats there of. O.K. cards shall relate to all major components of the work. The contractor / his authorised representative shall be required to initiate and fill in and present the O.K. card to the construction staff who would check the respective items and send to the quality control staff for final check and clearance / O.K. Any defects pointed out by the construction supervision staff or by the Quality Control staff shall promptly be attended to by the contractors and the fact of doing so be duly recorded on the back of O.K. card.
- 29.3 The Incharge may also introduce check lists which shall be kept in Bound registers by the construction supervision staff. The contractor may be required to fill up these lists in the first instance and shall be subsequently checked by the Construction / Quality Control engineers.

30. Quality Control:

In addition to the normal inspection by the regular staff in charge of the execution of work, the work will also be inspected by the , Quality control Circle or by the State or District level Vigilance Cell Unit and any other authorised external Agency if any sub-standard work or excess payments are noticed with reference to measurement books etc., during inspection, action will be taken based on their observations and these will be effected by the Incharge of the execution of the work.

D. COST CONTROL

31. Bill of Quantities:

- 31.1 The Bill Quantities shall contain items for the construction work to be done by the Contractor.
- 31.2 The Contractor is paid for the quantity of the work done as per quoted rate in the Bill of

Quantities for each item.

32. Changes in the Quantities:

- 32.1 The contractor is bound to execute all supplemental works that are found essential, incidental and inevitable during execution of main work.
- 32.2 The payment of rates for such supplemental items of work will be regulated as under; Supplemental items directly deducible from similar items in the original agreement.
- 32.2.1 The rates shall be derived by adding to or subtracting from the agreement rate of such similar item the cost of the difference in the quantity of materials labour between the new items and similar items in the agreement worked out with reference to the Standard Schedule of Rates adopted in the sanctioned estimate with which the tenders are accepted.
- 32.2.2 (a) Similar items but the rates of which cannot be directly deduced from the original agreement.
 - (b) Purely new items which do not correspond to any item in the agreement.
- 32.2.3 The rates of all such items shall be Estimated Rates plus or minus overall Tender premium.

33. Extra Items:

- Extra items of work shall not vitiate the contract. The contractor shall be bound to execute extra items of work as directed by the Incharge. The rates for extra items shall be worked out by the as per the conditions of the Contract and the same are binding on the Contractor.
- 33.2 Entrustment of additional items:
- 33.3.1 Where ever additional items not contingent on the main work and outside the scope of original agreement are to be entrusted to the original contractor dispensing with bids and if the value of such items exceeds the limits up to which the <u>officer</u> is empowered to entrust works initially to contractor without calling for tenders, approval of **next higher authority** shall be obtained. Entrustment of such items on nomination shall be at rates not exceeding the estimated rates.

- 33.3.2 Entrustment of the additional items contingent on the main work will be authorised by the officers upto the monetary limits upto which they themselves are competent to accept items in the original agreement so long as the total amounts upto which they are competent to accept in an original agreement rates for such items shall be worked out in accordance with the procedure (I) For all items of work in excess of the quantities shown in the Bill of Quantities of the Tenders, the rate payable for such items shall be estimate rates for the items accepted by the competent authority.
- 33.3.3 Entrustment of either the additional or supplemental items shall be subject to the provisions of the agreement entered into by a <u>Competent Authority</u> after the tender is accepted. The <u>Director</u> being the authority next higher to the Director, who entered into the agreement approves the rate for the items / variation in quantity in the current agreement. The items shall not be ordered by an officer on his own responsibility if the revised estimate or deviation statement providing for the same requires the sanction of <u>Director</u>.

Note: It may be noted that the term Estimate Rate used above means the rate in the sanctioned

estimate with which the tenders are accepted, or if no such rates is available in the estimate, the rate derived will be with reference to the Standard Schedule of Rates adopted in the sanctioned estimate with which tenders are accepted.

34. Payments:

- 34.1 The Payment terms for the contract will be as under:
 - a) Payment stages for electromechanical installations ((including ETP equipments)
 - First instalment: 25% of the value of electromechanical as advance after signing of the contract agreement and against submission of Bank guarantee for equivalent amount from any Nationalised Bank. (The mobilisation advance will be deducted proportionately against the bills and the Bank guarantee will be returned after recovery of the total advance).
 - Second instalment: 25% of the value of electromechanical works against safe receipt of Plant and Machinery at Project site.
 - Third instalment: 40% of the value of electromechanical works against satisfactory installation and commissioning.
 - 10% Balance payment will be released after completion of work against Performance Bank Guarantee valid for 12 months for equivalent amount from any Nationalized Bank or payment will be retained till end of 12 month period from completion.
- Payment for the work done by the contractor will be made as above for the finished work based on the Physical verification by the Committee of NRCM.
- 34.3 Payments and Certificates:
- 34.3.1 Payments shall be adjusted for recovery of advance payments, liquidated damages in terms of tender conditions and security deposit for the due fulfilment of the contract. Payment will be made to the Contractor as mentioned in para 34.1 under the certificate to

be issued at intervals as per the payment certificates, and intermediate payment will be the upto a sum equal to 90 % of the value of work done as so certified and balance of 10 % will be withheld and retained as security deposit. The amount withheld from the final bill will be retained under deposits and paid to the contractor after a period of 12 months as all defects shall have been made good according to the true intent and meaning thereof.

- 34.3.2 In case of over payments or wrong payment if any made to the contractor due to wrong interpretation of the provisions of the contract and contract conditions etc., such unauthorized payment will be deducted in the subsequent bills or final bill for the work or from the bills under any other contracts with the Government or at any time there after from the deposits available with the Government.
- 34.3.3 Any recovery or recoveries advised by the Government Department either state or central, due to non-fulfilment of any contract entered into with them by the contractor shall be recovered from any bill or deposits of the contractor.
- 34.3.4 No claim shall be entertained, if the same is not represented in writing to the Incharge within 15 days of its occurrence.
- 34.3.5 The contractor is not eligible for any compensation for inevitable delay in handing over
- the site or for any other reason. In such case, suitable extensions of time will be granted after considering the merits of the case.
- 34.4 Intermediate Payments:
- 34.4.1 For intermediate Stage of work, only part rates as fixed by the Committee will be paid.
- 34.4.2 Part rates shall be worked out for the work done portion based on the actual operations involved keeping in view the value of the balance work to be done, to avoid unintended benefit to the Contractor in initial Stage.
- 34.4.3 Full rate shall be paid when the work is completed to the full profile as noted in the drawings.

35. Interest on Money due to the Contractor:

35.1 No omission by the or the sub-divisional officer to pay the amount due upon certificates shall vitiate or make void the contract, nor shall the contractor be entitled to interest upon any guarantee fund or payments in arrear, nor upon any balance which may, on the final settlement of his accounts, found to be due to him.

36. Certificate of Completion of works:

- 36.1 Certificate of Completion of works:
- 36.1.1 When the whole of the work has been completed and has satisfactory passed any final test that may be prescribed by the Contract, the Contractor may give a notice to that effect to the Incharge accompanied by an undertaking to carryout any rectification work during the period of maintenance, such notice and undertaking shall be in writing and shall be deemed to be request by the Contractor for the Incharge to issue a Certificate of completion in respect of the Works. The Incharge shall, within twenty one days of the date of delivery of such notice either issue to the Contractor, a certificate of completion stating the date on which, in his opinion, the works were completed in accordance with the Contract or give instructions in writing to the Contractor specifying

- all the Works which, in the Incharge" opinion, required to be done by the Contractor before the issue of such Certificate.
- 36.1.2 Incharge shall also notify the Contractor of any defects in the Works affecting completion that may appear after such instructions and before completion of the Works specified there in. The Contractor shall be entitled to receive such Certificate of the Completion within twenty one days of completion to the satisfaction of the Incharge of the Works so specified and making good of any defects so notified.
- 36.1.3 Similarly, the Contractor may request and the Incharge shall issue a Certificate of Completion in respect of:
 - a) Any section of the Permanent works in respect of which a separate time for completion is provided in the Contract, and
 - b) Any substantial part of the Permanent Works which has been both completed to the satisfaction of the Incharge and occupied or used by the Department.
- 36.1.4 If any part of the Permanent Works shall have been completed and shall have satisfactorily passed any final test that may be prescribed by the Contract, the Incharge may issue such certificate, and the Contractor shall be deemed to have undertaken to complete any outstanding work in that part of the Works during the period of Maintenance.

37. Taxes included in the Price:

- 37.1 The rates quoted by the contractor shall be deemed to be inclusive of the sales Tax and other taxes on all materials that the contractor will have to purchase for performance of this contract.
- 37.2 Any Central or State sales and other taxes on completed items of works of this contract as may be levied and paid by the contractor shall be reimbursed by the department to the contractor.
- 37.3 The department shall retain from each payment due to the contractor @ the rate of 10% of bill amount until completion of the whole of the Works.
- On completion of the whole of the Works half the total amount retained is re-paid to the Contractor and half when the Defects Liability Period has passed and the Incharge has certified that all the Defects notified by the Incharge to the Contractor before the end of this period have been corrected.

38. Liquidated Damages:

- 38.1 If for any reason, which does not entitle the contractor to an extension of item, the rate of progress of works, or any section is at any time, in the opinion of the Director, NRC Meat, too slow to ensure completion by the prescribed time or extended time for completion Director, NRC MEAT, shall so notify the contractor in writing and the contractor shall there upon take such steps as are necessary and the Director, NRC MEAT, may approve to expedite progress so as to complete the works or such section by the prescribed time or extended time. The contractor shall not be entitled to any additional payment for taking such steps. If as a result of any notice given by the Director, NRC MEAT, under this clause the contractor shall seek the Director, NRC MEAT, permission to do any work at night or on Sundays, if locally recognised as days or rest, or their locally recognised equivalent, such permission shall not be unreasonably refused.
- 38.2 If the contractor fails to complete whole of the works or any part thereof or section of the

works within the stipulated periods of individual mile stones (including any bonafide extensions allowed by the competent authority without levying liquidated damages), the Director, NRC MEAT, may without prejudice to any other method of recovery will deduct one hundreds of one percent of contract value per calendar day or part of the day for the period of delays subject to a maximum of 10% of the contract value not as a penalty from any monies in his hands due or which may become due to the contractor. The payment or deductions of such damages shall not relieve the contractor from his obligation to complete the works, or from any other of his obligations and liabilities under the contract

38.3 The liquidated damages for the whole of the work are @0.05% of value of contract per day For delay. The maximum amount of liquidated damages for the whole of the works is ten percent of final contract price.

The effective date will be from the date of handing over of the site after agreement and after obtaining a Program of the work.

39. Cost of Repairs:

39.1 Loss or damage to the works or materials to the works between the start date and the end of the defects correction periods shall be remedied by the contractor at the contractor's cost if the loss or damage arises from the contractor's acts or omissions.

E. COMPLETION OF CONTRACT

40. Completion:

40.1 The Contractor shall request the Incharge to issue a Certificate of completion of the Works and the Incharge will do so upon deciding that the work is completed.

41. Final Account:

41.1 The Contractor shall supply to the Incharge a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Incharge shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Incharge shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the final Account is still unsatisfactory after it has been resubmitted, the Incharge shall decide on the amount payable to the Contractor and issue a payment certificate with in 56 days of receiving the Contractor's revised account.

42. Termination:

- 42.1 The Department may terminate the Contract if the contractor causes a fundamental breach of the Contract.
- 42.2 Fundamental breaches of Contract include, but shall not be limited to the following.
 - a) The Contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorised by the Incharge.
 - b) The Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
 - c) The Incharge gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a

reasonable period of time determined by the Incharge; and

- d) The Contractor does not maintain a security which is required and
- e) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined.
- f) If the contractor, in the judgement of the Department has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment o the Government and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.

- 42.3 Notwithstanding the above the Department may terminate the contract for convenience.
- 42.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secured leave the Site as soon as reasonably possible.

43. Payment upon Termination:

43.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Incharge shall issue a certificate for the value of the work done less advance payments received upon the date of the issue of the certificate, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and less the rate to apply to the work not completed.. If the total amount due to the Department exceeds any payment due to the Contractor the difference shall be a debt payable to the Department.

44. Property:

44.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Department if the Contract is terminated because of Contractor's default.

45. Release from Performance:

45.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Department or the Contractor the Incharge shall certify that the contract has been frustrated. The Contractor shall make the site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any work carried out after wards to which commitment was made.

46. Plant and Equipment:

46.1 The contractor shall have sufficient plant, equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress on the work as per the approval progress schedule. The working and shifts hours shall comply with the Govt. Regulations in force.

- 46.2 It is to expressly and clearly understood that contractor shall make his own arrangements to equip himself with all machinery and special tools and plant for the speedy and proper execution of the work and the department does not undertake responsibility towards their supply.
- 46.3 The department shall supply such of the machinery that may be available on hire basis but their supply cannot be demanded as matter of right and no delay in progress can be attributed to such non-supply of the plant by the department and the department cannot be made liable for any damage to the contractor. The Contractor shall be responsible for safe custody of the departmental machinery supplied to him (which will be delivered to contractor at the machinery yard at site of work) and he has to make good all damages and losses if any other than fire, wear and tear to bring it to the conditions that existed at the time of issue to the contractor before handing over the same to the department. The hire charges for the machinery handed over to the contractor will be recovered at the rate prevalent at the time of supply. The contractor will have to execute supplemental agreement with at the time of supply of the machinery.
- 46.4 The acceptance of departmental machinery on hire is optional to the contractor.

47. Steel forms:

Steel forms should be used for all items involving and use of centering and shuttering shall be single plane without any dents and undulations.

48. Inconvenience to public:

The contractor shall not deposit materials at any site, which will cause inconvenience to public. The Incharge may direct the contractor to remove such materials or may undertake the job at the cost of the contractor.

49. Conflict of interest:

Any bribe, commission, gift or advantage given, promised or offered by on behalf of contractor or his partner, agent or servant or any one on his behalf to any officer, servant, representatives, agents of Incharge or any persons on their behalf, in relation to the obtaining or to execution of this, or any other contract with Incharge shall in addition to any criminal liability, which it may occur, subject to the cancellation of this or all other contracts and also to payment of any loss or damage resulting from any such cancellation. Incharge shall then be entitled to deduct the amount, so payable from any money, otherwise due to the contractor under this or any other contract.

50. Contract documents and materials to be treated as confidential:

All documents, correspondences, decisions and orders, concerning the contract shall be considered as confidential and/or restricted in nature by the contractor and he shall not divulge or allow access to them by any unauthorized person

51. General obligations of Contractor:

- 51.1 The contractor shall, subject to the provision of the contract and with due care and diligence, execute and maintain the works in accordance with specifications and drawings.
- 51.2 The contractor shall promptly inform the Department and the Incharge of any error, omission, fault and such defect in the design of or specifications for the works which are discovered when reviewing the contract documents or in the process of execution of the works.

- 51.3 If Contractor believes that a decision taken by the Incharge was either outside the authority given to the Incharge by the Contract or that the decision was wrongly taken, the decision shall be referred to the technical expert within 14 days of the notification of the Incharge's decisions.
- Pending finalisation of disputes, the contractor shall proceed with execution of work with all due diligence

52. Payment upon termination:

If the contract is terminated because of a fundamental breach of contract by the contractor, the Incharge shall issue a certificate for the value of the work done less advance payment received upon the date of the issue of the certificate and less the rate to apply to the work not completed as indicated in the contract data. Additional liquidated damages shall not apply. If the total amount due to the Department exceeds any payment due to the contractor the difference shall be a debt payable to the Department. In case of default for payment within 28 days from the date of issue of notice to the above effect, the contractor shall be liable to pay interest at 12% per annum for the period of delay.

53. Drawing to be kept at site:

One copy of the drawing of conveyor system furnished to the contractor shall be kept by the contractor on the site and the same shall at all reasonable time be available for inspection and use by the Incharge and the Incharge's representative and by any other persons authorized by the Incharge in writing

54. Variations by way of modification, omissions or additions:

For all modifications, omissions from or additions to the drawings and specifications, the will issue revised plans, or written instructions, or both and no modification, omission or addition shall be made unless so authorised and directed by the Incharge in writing.

The shall have the privilege of ordering modifications, omission or additions at any time before the completion of the work and such orders shall not operate to annual those portions of the specifications with which said changes do not conflict. 's Decision:

It shall be accepted as in separable part of the contract that in matters regarding materials, workmanship, removal of improper work, interpretation of the contract drawings and contract specification, mode of the procedure and the carrying out o the work, the decision of the Incharge, which shall be given in writing shall be binding on the contractor.

55. Income tax

- a) During the currency of the contract deduction of income tax at 2.24% shall be made from the gross value of each bill of the contract, the contract value of which is in excess of Rs.10,000/-for deduction of tax at rates lower than 2.24% procedure stipulated under section 194-C(4) of Income Tax Act, 1961 shall be followed.
- b) Income Tax clearance certificate should be furnished before the payment of final bill.
- c) The contractor's staff, personnel and labour will be liable to pay personnel income taxes in respect of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

56. Value Added Tax (VAT):

- 56.1. The Contractor has to pay the Sales Tax/ VAT wherever payable.
- 56.2. However, VAT on works contracts will be added to the Gross amount in each bill at the time of payment of bills as per the prevailing rules & rates and recovery of the same shall be made from the bills,.
- 56.3. Tax Collection at source towards VAT on gross value of each of the bill at the rate stipulated by Government shall be made in all payments of all works irrespective of the value of works and irrespective of category of Registration of the contractor/Firm.
- 56.4. Value Added Tax during the currency of the contract deduction towards Andhra Pradesh Value Added Tax under section according to which tax @ 2.8% has to be deducted at source, while making payments to the contractor.
- 56.5. While collecting tax from the payments made to the contractors :
 - i. No distinction need be made whether the contractor is a VAT dealer/ TOT dealer/ Unregistered dealer.
 - ii. No distinction need to be made whether the contractor has opted for composition or not.
 - iii. No need to collect tax where material value is less than 10% of the total value of work.
- 56.6. The contractor should produce a valid Value Added Tax Clearance Certificate before the payment of the final bill, otherwise payment to the contractor will be withheld.

GENERAL SPECIFICATIONS

I. GENERAL SPECIFICATIONS FOR INSTALLATION OF CONVEYOR SYSTEM FOR SLAUGHTER HOUSE FOR SHEEP & GOATS

S.No.	Description of articles	NO/Qty.
		Required
1	Restrainer: The Restrainer shall be of rotary type and made of SS 304 - 2 mm thick	01 No
	suitable to restrict the movement of the animal prior to slaughtering. The restrainer	
	shall have narrow leg space at bottom and tapering body space at top so as to suit all	
	sizes of animals. The restrainer shall be provided with circular pipe rings and	
	rollers to facilitate rotary movement and eject the animal on to bleeding platform.	
	The rotary motion of the restrainer shall be manually operated. The Sheet metal	
	used in the restrainer shall be of 2 mm thick stainless steel and the supporting	
	structure shall be made out of SS pipe sections. The bottom supporting legs shall	
	be provided with SS ball feet for height adjustment up to 50 mm.	
2	Electrical type stunning tongs with control box: The stunning set shall be of	01 set
	Electrical type and shall be used to stun the animal prior to killing. The Unit shall be	
	provided with stunning tongs, spiral cable, Electrical control box with digital display	
	of Amperage used.	
3	Sticking Platform with Bleeding Trough: In Stainless Steel construction, suitable	01 No
	to receive the animal from the Restrainer in stunned condition. The platform shall	
	be used to place the stunned animal and slit the throat of the animals by "HALAL	
	METHOD". The top of the platform shall be made out of 2 mm thick 304 SS sheet,	
	with supporting legs having ball feet for 50 mm height adjustment. The supply	
	also includes SS trough for collection of the blood.	
1	Electrical hoist: For lifting the bled animal, hoisting and transferring on to the rail.	01 No
	Hoist shall be switch operated for easy maneuver. Capacity: 100 Kg	01110
;	Overhead rail/track system: The Overhead track system shall be used for carrying	12 meter
,	the carcass in inverted position with the head end facing downwards, till all the	12 meter
	dressing operations are complete. The Overhead rail shall be made out of 48 mm X	
	5.5 mm thick heavy gauge, galvanized tube, ISMB 100 X 50, 75 mm X 40 mm 'U'	
	channel, supported by necessary GI / SS structure and support brackets. The	
	design of the structure and supporting brackets shall provide gradual slope in the	
	overhead rail for gravity movement of the roller hooks with minimum effort. The	
	vertical supports shall be fixed to the floor by expansion bolts and the overhead	
	horizontal supports shall be grouted to the walls wherever applicable. Line shall be	
<u> </u>	fixed on to the existing civil structure at the Centre.	01 :
5	Online overhead rail electronic scale: Electronically operated online digital	01 unit
	weighing scale for weighing of carcass after dressing operations. Range: Maximum	
_	100 Kg	
7	SS Chutes: Suitable for gravity conveying of disposable parts of the animals at	3 No's
	different stages of dressing. The Chute shall be of adequate size and shall be made	
	out of 2 mm thick 304 SS sheet of various size for gravity conveying of disposable	
	parts including supports. The supply includes chutes for the following operations:	
	- SS Chute, 300 mm wide for Heads / Legs.	
	- SS Chute, 500 mm wide for Hides.	
	- SS Chute, 300 mm wide for offals.	
3	Cut up parts preparation and Deboning table: SS table (Size 1200 mm X 900 mm	01 No
	X 700 mm) with top side Nylon sheet (50 mm thick). Bottom side made of SS 304	
	pipes and angles.	
)	SS Working Tables: These tables shall be used for receiving of Heads & Legs,	3 No
	Hides and offals from the respective SS Chutes. These tables shall be made out of	
	2 mm thick SS 304 sheets and of size 900 mm width x 1200 mm long and 800 mm	
	height. The table shall have rim all around with a depth of minimum 50 mm and	
	supported on SS pipe legs with ball feet. The top rim shall be bent and turned	
	down to avoid sharp edge and also to provide sufficient stiffness to the table. The	
	table shall have slope towards one end with a drain pipe and valve.	
0		1 No
U	SS Apron Wash: The Apron wash shall be used by the butcher for washing their	1 No

	aprons from blood stains after performing "HALAL" for killing of the animal. The	
	Unit shall be in 304 SS execution and self supporting type with non-skid platform	
	and foot operated valve and twin shower header and drain. The unit should have	
	enclosure on 3 sides to avoid splashing of water.	
11	Carcass Wash Screen: The Unit shall be used for washing of the Carcass by means	1 No
11	of high pressure water jets. The Washing cabinet made of SS 304 shall be formed	1 110
	using two screens on both sides of the rail to completely protect splashing/spilling	
	of wash water.	
12	Hand Wash Basin: The Wash basins shall be in 304 Stainless Steel execution, and	1 set
12	wall mounting type. The wash basin shall be supplied with water connection and	1 501
	foot operated valve. The wash basin shall have SS back up top plate to take care of	
1.2	back splash, central drain connection and a soap dispenser.	4 .
13	Knife Sterilizer: The knife sterilizer shall be in 304 SS construction and of	1 set
	sufficient size with hot water inlet connection and a drain. The unit shall be suitable	
	for mounting on the side of wash basin or for use independently. The unit shall be	
	provided with industrial type Electrical heating element of minimum 0.5 KW rating.	
14	SS Gambrels with Hooks: The SS Gambrels shall be made out of SS 304 rods and	6 set
	shall be suitable for hanging the sheep & goats on both rear legs, during the dressing	
	operation on over-head rail system. The SS gambrel shall be provided with	
	galvanized hook with roller for free movement on round bar rail net work.	
15	Hose reel with gun: The hose reel with Gun shall be used for cleaning of the floor,	1 set
	walls and also the equipments after slaughtering is completed. The Hose roll drum	
	shall be swivel type and equipped with 20mm water hose of length 30 meter and	
	ending with GM shut-off nozzle. Pressure of the ejected water shall be at least 80	
	psi.	
16	Knife Sharpner: The knife sharpner shall be electrically operated and with grinding	1 No
	stone for periodic sharpening of the knifes used in the slaughterhouse.	
17	FRP moulded grating for drain cover: Made of stainless steel (Size: 4 mt X 330	6 No
	mm X 25 mm) Color: Red & Green	
18	Air Curtain: (Single Door): The Air curtain shall be suitable for 1.2 M width door	04 No
	and shall be used at the building opening to the slaughter hall.	
19	Fly Catchers / Insecticutors: This unit shall be of Industrial type and provided with	02 No
	ultra violet lamps to destroy flies in the slaughter hall. The Unit should be hanging	
	type from the roof and complete with necessary electrical connection.	
20	Trolleys for carrying meat: Three tier trolley made of SS with handle and wheels	03
	(four) for transporting the meat in tray or tubs from slaughterhouse to laboratory or	
	to sale counter. Size: Height 1200 mm X Length 950 mm X Width 750 mm. Tier	
	height: 350 mm. Capacity: to carry 30 Kg meat. Suitable tubs fitting the tiers in the	
	trolleys (06 No).	
21	Installation, testing and commissioning of all the above 1 to 21 items including	
	necessary civil works for installation.	
	1	

II. GENERAL SPECIFICATIONS AND INSTRUCTIONS FOR ELECTRICAL WORK

- 1. I.E. RULES 1956: The installation shall generally be carried out in conformity with the Indian Electricity rule 1956 as amended from time to time and National Electrical code which contains specific regulations to be adhered to in the supply and use of electricity energy in the interest of safety.
- 2. PRESSURE AND FREQUENCY OF SUPPLY: All current consuming devices shall be suitable for the pressure and frequency of supply stated in the special conditions of contract
- 3. SYSTEM OF WIRING: The wiring shall be carried out on such a system as may be specified in the conditions of contract. "Power wiring shall be kept separate and distinct from lighting wiring. All conductors shall be run as far as possible along the walls and ceiling, so as to be easily accessible for inspection. The balancing of circuits in 3 phase systems shall be arranged before hand by the Engineer.
- 4. CONDUCTORS: The material and size of the conductors shall comply with the Bureau of Indian Standards and as per the provision of I. E. Rules, 1956. All cables shall have maker's name and identifications printed on the insulated surface. In case of dispute regarding make it is the responsibility of the contractor to prove that the material is original of the company.
- 5. MATERIALS: All materials, fittings, equipment and their accessories, appliances, etc used in an electrical installation shall confirm to Bureau of Indian Standard specification wherever they exist. In case an Indian Standard does not exist, the materials and other items shall be those approved by the competent authority. A list of approved materials for use in the electrical works is enclosed. The approved makes as specified in schedule A should invariable be use in the E. I. Work. In case of other items which are not specified in schedule A, the materials covered under approved make list can be used.
- 6. TEST TO BE COMPLIED WITH: Before an installation is permanently put into service the following test shall be complied with
- a) INSULATION RESISTANCE: The insulation resistance shall be measured by applying between the earth and the whole system of conductors or any section thereof with all fuses in place and all switches on a direct current pressure of not less than twice the working pressure. The working pressure shall be deemed to be that which is maintained between the outer phase conductors and the neutral.
- b) The insulation resistance of an installation measured as in above shall not be less (in mega ohm)than 25 divided by number of points on the circuits provided that;
- (i) Any installation shall not required to have an insulation resistance greater than (1) mega ohm.
- (ii) Lighting circuits shall be tested with all lamps in place except in the case of earthed concealed wiring system.
- (iii) Heating and power circuits may be tested, if desired with the heating and power appliance disconnected from the supply.
- 7) EARTH RESISTANCE: It is recommended that the value of any earth system shall not be more than 50 unless other wise specified. Care should be taken to select a material which is resistant to corrosion in the type of soil in which it will be used. The electrode shall be kept free from pain,

enamel and grease. The size of the earth continuity conductor should not be less than 14 SWG (2.8.94 sqmm). Earths resitivity test shall be carried out in accordance with Indian Standard code of practice for earthing.

- 8) FANS & REGULATORS: All ceiling fans shall be wired to a ceiling rose and suspended from a hook or shackle and insulated from the same. All joints in the suspension rod shall be screws and all joints or bolts in connection shall be additionally secured by means of split pins.
- 9) CONDUIT SYSTEM OF WIRING: The conduit shall be electrically continuous from distribution board to outlet boxes for lighting, switches and other appliances. The lengths of conduit shall be joined by means of screws sockets. Threads shall be free from grease or oil and no material of this nature shall be allowed to come in contractor in the conductors. The whole metal system of the conduit system shall be electrically continuous through out and shall be permanently and efficiently connected to the earthing system.
- 10. EXCAVATION AND BACK FILL: All excavation and back fill including tampering shoring and strutting required for the installation of the cable shall be carried out by the contractor in accordance with the drawings and requirements laid down else where. Trenches shall be filled in layer not exceeding 150 mm. Each layer shall be properly rammed and consolidated before laying the next layer. The contractor shall restore all surface, road ways, side walks, curbs, wall or other works out by excavation to their original condition, satisfactory to the departmental officers.
- 11) Prior to laying of cables, following tests shall be carried out.
- a) Insulation test between phases, phase and earth for each length of cable before and after joining. On completion of cable laying work , the following tests shall be conducted in the presence of the Department Engineer .
- i) Insulation resistance test ii) Continuity test
- iii) Earth test
- 12) MEDIUM VOLTAGE AND LOW VOLTAGE SWITCH GEAR PANEL BOARD

The main panel board shall be floor mounted and totally enclosed. The design shall include all provisions for safety of operating and maintenance personal. The general construction shall confirm to appropriate Indian Standard Specification. Cubical type switch board shall be fabricated out of sheet steel not less than 2.00mm thick. Such steel chamber shall be stiffened by angle iron frame work. Unless otherwise approved, incomer and b1- section panels or sections shall be separate and independent. The general arrangement for multi storied construction shall be such that the horizontal bar formed presents a pleasant and aesthetic look. The general arrangement shall be got approved before fabrication. All cable entries shall be through gland plates. Cable entry plates shall be sectionalized. The construction shall include necessary cable supports for the cable alloy or rear cable chamber, incomer terminations shall be suitable for a receiving bus bar trunking. Busbar shall be firmly fixed on supports constructed form a suitable insulating materials which confirms to relevant Indian Standards. The supports shall be sufficiently robust to effectively withstand electro mechanical stresses produced in the event of short circuit. The minimum clearance to be maintained for open and closed indoor air insulated busbars / electrically non – exposed and working at system voltage upto 600 volts shall be as follows:

BETWEEN MAIN CLEARANCE

Phase to Earth 26 mm
Phase to Phase 32 mm

DISTRIBUTION: Distribution boards shall be assembled and aligned toggled together and installed as per installation manual of the switch board supplier and relevant Indian Standard specifications. Phase sequence for each incomer shall be tested and connections

adjusted accordingly. A mechanical endurance test shall be carried out by closing and opening of the circuit breaker.

- 14. COMPLETION DRAWINGS: At the completion of the work and before issuance of virtual completion the contractor shall submit to the department officer five sets of layout drawings drawn at approved scale indicating the complete wiring system "As installed". The drawings shall in particulars give the following information.
- i) Run and size of conduit, Inspection and junction boxes.
- ii) Number and size of conductors in each circuit
- iii) Location and rating of sockets and switches controlling the light and power outlets iv)

Location and details of distribution boards, main switches and other particulars

- v) A complete wiring diagram as installed and schematic diagram showing all connections in the complete electrical system.
- vi) Instructions, maintenance and operation manuals if any for the equipment.
- Vii) Contractors should obtain necessary approval, from Electrical Inspectorate authority duly submitting necessary drawings test certificates etc.

GENERAL CONDITIONS FOR ELECTRICAL WORK

- 1. The make of material mentioned in the Schedule A, should be used on the work in variably and the Department reserves the right to insist upon using any of the make of the material mentioned in the Schedule A from their choice.
- 2. The work shall be carried out strictly in conformity with (i) code of practice for Electrical wiring and fittings in Government Building (ii) The Indian Standard Specification (iii) The Department specification, if the work carried out does not comply with the code of practice and Departmental specifications and if the work man ship is unsatisfactory it will be binding of the contractor to redo the job without any extra cost and pay penalty as decided by the department towards inconvenience caused, if any.
- 2. The work should be carried out under the direct supervision of persons holding a certificate of competency for the type of work involved.
- 4. After completion of work a plan of building should be furnished indicating the location of various main and sub- boards and all the fittings together with a circuit diagram duly numbered (in the diagram)
- 5. The contractor will be responsible for any defect noticed during either improper workmanship or defective materials supplied by him for two calendar years from the date of final completion of work.
- 6. Lugs should be provided for all earth connections.
- 7. The contractor himself should arrange for the transportation of men and material to their work spot.
- 8. All Civil works and patch works indicated for providing electrical installations should be well finished to the satisfaction of the Civil authorities. A certificate from them should be obtained to the effect that the Civil and patch work done is to the satisfaction of civil authorities. It will be the responsibility of the electrical contractor to obtain such

certificate from the Civil Engineer. Unless such certificate is produced this office will have right to with held the bill.

- 9. Concreting to the pole and providing independent earthling should be done in presence of departmental staff.
- The distribution boards with Switch controls shall be separate in each floor for normal supply and essential supply.
- 11. The lighting circuits shall be provided with separate conductor to enable to connect the normal
- lighting and essential lighting without linking to any of the above systems to ensure to switch over to essential supply in order to have minimum lighting to avoid inconvenience to the staff working.
- 12. The control for the luminaire to be provided in the hall for both to be connected to the normal supply

and essential supply shall be separate and away from the each system.

- 13. For the points to be connected to essential supply, a separate conduit system is to be laid as enumerated in the above conditions includes circuit main of any system.
- 14. The locations for the D. B's and Switch controls for essential supply will be decided during the course of execution where the circuit conduit way have to be terminated.
- The tenderer / agency is bound to supply the materials prescribed in Schedule A and no change of specification and make will be entertained. The tenderer has to survey the market regarding availability of the materials for specified item brand / specified make in schedule A of the tender schedules before tendering for the work. In case of Discrepancy Final Decision will be taken by the tender accepting authority.
- The tenderer has to furnish the copy of the relevant test certificates /delivery challan against the materials supplied in support of genuine electrical materials.
- 17 Tenderer has to furnish compliance report comprising the details of the testing of the installation duly indicating IR values and fitness before the Energisation as per IE rules and he is solely responsible after Energisation of the installation during the defect liability.
- It is bounded duty of the tenderer to see that the site is taken over after issue of the work order orafter signing the agreement and should commence the work without delay. Any failure in this regard will be viewed seriously and necessary penalty will be levied as per agreement conditions.
- 19 The tenderer has to keep the necessary test equipment at site at his own cost for the convenience of the inspecting officers till the work is completed.

6.DRAWINGS

1.0 DISCREPANCIES:

- 1.1 In case of discrepancies between documents the following order of procedure shall apply:-
- 1.1.1 Between the written description of written dimensions in the drawings and the corresponding one in the specifications, the latter shall apply.
- 1.1.2 Figured dimensions shall supersede scaled dimensions. The drawings on a larger scale shall take precedence over those on a smaller scale.

1.1.3 Drawings issued as construction drawings from time to time shall supersede tender drawings and also the correspondence drawings previously issued.

Note: The contractor should not execute any component of work without obtaining the working drawings. Any work done without drawings shall be at the contractor's responsibility only. Acceptance for such work will be at the discretion of the Incharge.

2.0 SECRECY CLAUSE

The drawings and specifications made available to the tenderer shall exclusively be used on the work and they are retained from passing on each plan to any unauthorized hand either in parts or in full under the provisions of Section-3 and 5 of the official secrets Act

1923. Any violation in this regard will entail suitable action under appropriate clause or official secret Act 1923.

- 1. The Drawings enclosed to the tender are as follows:
- a. Proposed Machinery lay out

7. BILL OF QUANTITIES

Name of work: Installation of Conveyor System for Slaughter House

PREAMBLE

- 1. The Bill of Quantities shall be read in conjunction with the instructions to Tenderers, General and Special conditions of Contract Technical Specifications and Drawings.
- 2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide common basis for tendering. The quantities here given are those upon which the lumpsum tender cost of the work is based but they are subject to alterations, omissions, deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The basis of payment will be actual quantities of work ordered and carried out as measured by the Contractor and verified by the Engineer and valued at the estimate rate plus or Bill of Quantities where applicable, and otherwise at such rates and prices as the Incharge may fix within the terms of Contract.
- 3. The estimate rates in the Bill of Quantities shall, except in so-far as it is otherwise provided under the Contract include cost of all constructional material, labour, machinery, transportation, erection, maintenance, profit, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract.
- 4. The plans enclosed with the tender are liable to be altered during execution of work as per necessity of site conditions. The Tender rate quoted by the tenderer shall hold good for execution of work even with altered plans.
- 5. The whole cost of complying with the provisions of the Contract shall be included in the estimated rates for items provided in the Bill of Quantities and where no items are provided in the Bill of Quantities, their cost shall be deemed to be distributed among the estimate rates entered for the related items of work.
- 6. General directions and descriptions of work and materials are not necessarily repeated nor

summarised in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering estimate rate against each item in the Bill of Quantities.

- 7. The method of measurements of completed work for payment shall be in accordance with the relevant B.I.S. Codes.
- 8. All items of work are to be executed as per the drawings / specifications supplied with the contract documents.

If there is any contradiction between the drawings and the text of the specifications, the later shall prevail.

- 9. The Tenderer should inspect and select the quarries of his choice before he quotes the tender rate in the Schedule of Bill of Quantities and satisfy himself about the availability of required quantum of materials.
- 10. Diversion drains should be excavated before completion of the embankments and the useful soils should be used in the nearby embankments.

The actual mix proportion by weight to be adopted during execution will be got designed in the laboratories to suit the grade of concrete and mortar to be used. It will be the responsibility of the contractor to manufacture concrete and mortar of required strength.

- 12. The quantum of measurement for all items of earthwork involving conveyance manually or by machinery shall be as assessed by level measurement. The measurements for the embankment will be for the consolidated banks only.
- 13. Wherever bailing out of water is involved either for excavation or for foundations or for constructions, the rate quoted shall take into account the dewatering charges necessary. No separate payment will be made for dewatering.
- 14. Wherever embankment work is involved, useful soils approved by the Incharge from the cutting reaches and diversion drains shall be taken and used for forming nearby embankments soils used for constructions will be at free of cost.
- 15. The quoted tender rates shall also include the work of any kind necessary for the due and satisfactory construction, completion and maintenance of the works according to the drawings and these specifications and further drawings and orders that may be issued by the Incharge from time to time. The quoted tender rate shall include compliance by the Contractor with all the general conditions of contract, whether specifically mentioned or not in the various clauses of these specifications, all materials, machinery, plant, equipment, tools, fuel, water, strutting, timbering, transport, offices, stores, workshop staff, labour and the provision of proper and sufficient protective works, diversions, temporary fencing and lighting. It shall also include safety of workers, first aid equipments suitable accommodation for the staff and workmen, with adequate sanitary arrangements, the effecting and maintenance of all insurances, the payment of all wages, salaries, fees, royalties / Taxes, duties or other charges arising out of the execution of works and the regular clearance of rubbish, reinstatement and clearing-up of the site as may be required on completion of works safety of the public and protection of the works and adjoining land. The work of Building in quality control / assurance shall be deemed to be covered in the quoted rate.
- 16. The Contractor shall ensure that, the quoted tender rate shall cover all stages of work

such as setting out, selection of materials, selection of construction methods, selection of equipment and plant, deployment of personnel and supervisory staff, quality control testing etc. The work quality assurance shall be deemed to be covered in the tender rate.

- 17. a) The special attention of the tenderer is drawn to the conditions in the tender notices and the Standard preliminary specifications containing therein. These preliminary specifications shall apply to the agreement to be entered into between the contractor and the NRCM and shall form an in-separable condition of the contract along with the estimate. All these documents taken together shall be deemed to form one contract and shall be complimentary to another.
- b) The tenderer shall examine, closely the BIS also the standard preliminary specifications contained therein and sign the Incharge office copy of the BIS and its addenda volume in token of such study before submitting his overall tender rate which shall be for finished work in-situ. He shall also carefully study the drawings and additional specifications and all the documents, which form part of the agreement to be entered into by the successful tenderer.
- 18. The tenderers attention is directed to requirements for materials conforming to the Bureau of Indian Standards specifications etc., shall be used on the work and the tenderers shall quote his overall tender rate accordingly.
- 19. The tenderer has to do his own testing of materials and satisfy himself that they conform to the specifications of respective I.S.I. Codes before tendering.
- 20. The contractor shall himself procure the required construction materials of approved quality including the earth for formation of embankment and water from quarries / sources of his choice. All such quarries / sources of materials required for the work shall be got approved by the Incharge in writing well before their use of the work.
- 21. The contractor shall himself procure the steel, cement, Bitumen, Blasting materials, sand, metal, soils, etc., and such other materials required for the work well in advance. The contractor has to bear the cost of materials for conveyance. The department will not take any responsibility for fluctuations in market in cost of the materials, transportation and for loss of materials etc.
- 22. **Inspection of site and quarries by the tenderer**: Every tenderer is expected before quoting his overall tender rate, to inspect the site of proposed work. He should also inspect the quarries and satisfy himself about the quality, and availability of materials. The best class of materials to be obtained from quarries, or other sources shall be used on the work. In every case the materials must comply with the relevant standard specifications. Samples of materials as called for in the standard specifications or in this tender notice, or as required by the, in any case, shall be submitted for the 's approval before the supply to site of work is begun.
- 23. The tenderer's particular attention is drawn to the sections and clauses in the BIS/CPWD specification dealing with

a) Test, inspection and rejection of defective materials and work. b)

Carriage

c) Construction plant

d) Water and lighting

e) Cleaning up during the progress and for delivery. f) Accidents

g) Delays

h) Particulars of payments.

The contractor should closely peruse all the specification clauses, which govern the overall tender rate he is tendering.

- 24. The defect liability period of contract in terms of GO Ms No: 8, T(R&B)Dept.dated: 8.1.2003 is twenty four months.
- 25. The estimate rates for items shown in the Schedule "A" include all construction materials. No escalation in rates will be paid unless specified in the tender document. The tenderer has to quote an overall tender rate considering all the aspects of the tender to complete the finished item of work as per the B.I.S. specifications, the special specifications appended, Drawings etc.
- 26. If there is any contradiction between UE / and B.I.S. specifications, listed and detailed technical specifications, the latter shall prevail.
- 27. In case of a job for which specifications are not available with the Schedule or in B.I.S. code and are required to be prescribed, such work shall be carried out in accordance with the written instructions of the Incharge.
- 28. The contractor should use the excavated useful soils and stone for construction purpose. Soils used for construction either for homogeneous section in hearting or in casing zone based on the suitability will be at free of cost and the cost of stone used for construction purpose will be recovered from the contractor's bill.

The contractor should quote his tender rate keeping in view of the above aspects.

- 29. Additions and alternations by the Tenderer in the Schedule of quantities will disqualify the tender.
- 30. In the case of discrepancies between the written description of the item in the Schedule "A" and the detailed description in the specification of the same item, the latter shall be adopted.
- 31. The Unit rates noted below are those governing payment of extras or deductions for omissions according to the conditions or the contract as set-forth in the preliminary specifications of the Indian standard specifications and other conditions of specification of this contract.
- 32. It is to be expressly understood that the measured work is to be taken according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by the and the cost calculated by measurement or weight at their respective rates without any additional charge for any necessary or contingent works connected works connected herewith. The rate quoted are for works in situ and complete in every respect.

For all items of work in excess of the quantities indicated the rates payable for such excess quantities will be tendered rates.

- 34. For all items of work, intermediate payment will be made provisionally as per relevant clause. Full-accepted agreement rates will be paid only after all the items of works are completed.
- 35. The contractor is bound to execute all supplemental works that are found essential incidental and inevitable during execution of main work.
- 36. The payment of rates for supplement items of work will be regulated as under.

Supplemental items directly deductible from similar items in the original agreement.

The rates shall be derived by adding to or subtracting from the agreement rate of such similar item the cost of the difference in the quantity of materials labour between the new items and similar items in the agreement worked out with reference to the schedule of rates adopted in the sanctioned estimate with which the tenders are compared.

- a) Similar items but the rates of which cannot be directly deducted from the original agreement.
- b) Purely new items which do not correspond to any item in the agreement.

The rate of all such items shall be overall tender rate.

- 37. ENTRUSTMENT OF ADDITIONAL ITEMS.
- a) Where ever additional items not contingent on the main work and outside the scope of original agreement are to be entrusted to the original contractor dispensing with tenders and if the value of such items exceeds the limits upto which the officer is empowered to entrust works initially to contractor without calling for tenders approval of next higher authority shall be obtained. Entrustment of all such items on nomination shall be rates not exceeding the estimate rates.
- b) Entrustment of supplement items contingent on the main work will be authorised by the officers upto the monetary limits upto which they themselves are competent to accept items in the original agreement so long as the total amounts upto which they are competent to accept in an original agreement rates for such items shall be worked in accordance with the procedure prescribed by CPWD.
- c) Entrustment of either the additional supplemental items shall be further subject to the provisions under CPWD Code *viz.*, the items shall not be ordered by an officer on his own responsibility if the revised estimate or deviation statement providing for the same requires the sanction of higher authority.

Note: It may be noted that the term estimate rate used above means the rate in the sanctioned estimate with which the tender's compared or if no such rate is available in the estimate the rate derived will be with reference to the schedule of rates adopted in the sanctioned estimate with which tenders are compared.

Schedule - A PRICE SCHEDULE & BILL OF QUANTITIES

PRICE SCHEDULE OF CONTRACT.

Date	•	

To, Director, National Research centre for Meat, Chengicherla, Post Box-19 Uppal Post Office, Hyderabad-500039.

Sir,

I/We do hereby tender and if this tender is accepted, undertake to execute the following work viz: Installation of Conveyor system for Slaughter House as per the specifications, drawings and such other data furnished.

I/We have studied the scope of work, including item wise specifications, with unit rates and agree to execute the work, when the lump sum payment under the terms of the agreement is varied by payment on measurement quantities.

I/We certify that I/We have inspected the site of the work before quoting my rate excess or less on ECV, I/We have satisfied about the quality, availability and transport facilities for all the materials.

I/We undertake to execute the work indicated in price schedules of this tender at the rates quoted below:

S.No.	DESCRIPTION	PRICE IN Rs. NUMBERS	PRICE IN Rs. WORDS

(Break up enclosed in Price Summary statement)

I/We hereby distinctly and expressly, declare that the rates quoted by us is inclusive of all taxes and duties, prevailing at the time of execution of work. Further, I/We declare that I/We will not claim any price escalation or extra compensation on this account.

I/We agreed to keep the offer in this tender valid for a period of 3 (Three) Months mentioned in Tender Notice and not to modify the whole or any part of it for any reason within above period. If the tender is withdrawn by me / us for any reasons whatsoever, the earnest money deposit (EMD) paid by me / us will be forfeited to the Government.

IF MY / OUR tender is not accepted the sum shall be returned to me/us on application when intimation is sent to me/us of rejection or at the expiration of three months from last date of receipt of this tender, whichever is earlier. If my/our tender is accepted the earnest money shall be retained by the Government as security for the due fulfilment of this contract. If upon written intimation to me/us by the Office, I/We fail to attend the said office on the date herein fixed or if upon intimation being given to me/us or acceptance of my/our tender, and if I/We fail to make the additional security deposit or to enter into the required agreement as defined in the tender notice, then I/We agree the forfeiture of the earnest money. Any notice required to be served on me/us here under shall be sufficiently served on me/us if delivered

to me/us personally or forwarded to me/us by post to (registered or ordinary) or left at my/our address given herein. Such notice shall if sent by post be deemed to have been served on me/us at the time when in due course of post it would be delivered at the address to which it is sent.

I/WE fully understand that the written agreement to be entered into between me/us and Government shall be the foundation of the rights of the both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by me/us and then by the proper officer authorised to enter into contract on behalf of Government.

The bid form of the tender is duly signed by the authorized signatory of the Firm/company and sealed in presence of the following witness.

Address of the Tenderer:	(Signature of Tender).		
(Fax No:).			
WITNESS:			
1.			

2.

PRICE SUMMARY. INSTALLATION OF CONVEYOR SYSTEM FOR SLAUGHTER HOUSE FOR SHEEP & GOATS AT NRCM, HYDERABAD

		AMOUNT. (Rs).
A.	Slaughterline, capacity: 10 Heads/Shift.	
B.	Electricals for Slaughtering lines.	
	Total for Slaughterhouse Machinery (Pack-II).	
	GRAND TOTAL FOR PROJECT (INCL.TAXES).	

PRICE SCHEDULE. INSTALLATION OF CONVEYOR SYSTEM FOR SLAUGHTERHOUSEFOR SHEEP & GOATS AT NRCM, HYDERABAD, A.P.

1	SLAUGHTER HALL BUILDING	(PLINTH AREA:
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S.NO.	Description of work	Quantity	Rate	Per	Amount

S.No.	Description of articles	NO/Qty.
		Required
1	Restrainer: The Restrainer shall be of rotary type and made of SS 304 - 2 mm thick	01 No
	suitable to restrict the movement of the animal prior to slaughtering. The restrainer	
	shall have narrow leg space at bottom and tapering body space at top so as to suit all	
	sizes of animals. The restrainer shall be provided with circular pipe rings and rollers	
	to facilitate rotary movement and eject the animal on to bleeding platform. The	
	rotary motion of the restrainer shall be manually operated. The Sheet metal used in	
	the restrainer shall be of 2 mm thick stainless steel and the supporting structure shall	
	be made out of SS pipe sections. The bottom supporting legs shall be provided with	
	SS ball feet for height adjustment up to 50 mm.	
2	Electrical type stunning tongs with control box: The stunning set shall be of	01 set
	Electrical type and shall be used to stun the animal prior to killing. The Unit shall be	
	provided with stunning tongs, spiral cable, Electrical control box with digital display of	
	Amperage used.	
3	Sticking Platform with Bleeding Trough: In Stainless Steel construction, suitable to	01 No
	receive the animal from the Restrainer in stunned condition. The platform shall be	
	used to place the stunned animal and slit the throat of the animals by "HALAL	
	METHOD". The top of the platform shall be made out of 2 mm thick 304 SS sheet,	
	with supporting legs having ball feet for 50 mm height adjustment. The supply also	
	includes SS trough for collection of the blood.	01.37
4	Electrical hoist: For lifting the bled animal, hoisting and transferring on to the rail.	01 No
-	Hoist shall be switch operated for easy maneuver. Capacity: 100 Kg	10
5	Overhead rail/track system: The Overhead track system shall be used for carrying	12 meter
	the carcass in inverted position with the head end facing downwards, till all the	
	dressing operations are complete. The Overhead rail shall be made out of 48 mm X 5.5	
	mm thick heavy gauge, galvanized tube, ISMB 100 X 50, 75 mm X 40 mm 'U' channel, supported by necessary GI / SS structure and support brackets. The design	
	of the structure and supporting brackets shall provide gradual slope in the overhead rail	
	for gravity movement of the roller hooks with minimum effort. The vertical supports	
	shall be fixed to the floor by expansion bolts and the overhead horizontal supports shall	
	be grouted to the walls wherever applicable. Line shall be fixed on to the existing civil	
	structure at the Centre.	
6	Online overhead rail electronic scale: Electronically operated online digital weighing	01 unit
	scale for weighing of carcass after dressing operations. Range: Maximum 100 Kg	0 2 0,222
7	SS Chutes: Suitable for gravity conveying of disposable parts of the animals at	3 No's
	different stages of dressing. The Chute shall be of adequate size and shall be made	
	out of 2 mm thick 304 SS sheet of various size for gravity conveying of disposable	
	parts including supports. The supply includes chutes for the following operations:	
	- SS Chute, 300 mm wide for Heads / Legs.	
	- SS Chute, 500 mm wide for Hides.	
	- SS Chute, 300 mm wide for offals.	
8	Cut up parts preparation and Deboning table: SS table (Size 1200 mm X 900 mm X	01 No
	700 mm) with top side Nylon sheet (50 mm thick). Bottom side made of SS 304 pipes	
	and angles.	
9	SS Working Tables: These tables shall be used for receiving of Heads & Legs, Hides	3 No

	and offals from the respective SS Chutes. These tables shall be made out of 2 mm thick SS 304 sheets and of size 900 mm width x 1200 mm long and 800 mm height.	
	The table shall have rim all around with a depth of minimum 50 mm and supported on	
	SS pipe legs with ball feet. The top rim shall be bent and turned down to avoid sharp	
	edge and also to provide sufficient stiffness to the table. The table shall have slope	
	towards one end with a drain pipe and valve.	
10	SS Apron Wash: The Apron wash shall be used by the butcher for washing their	1 No
	aprons from blood stains after performing "HALAL" for killing of the animal. The	
	Unit shall be in 304 SS execution and self supporting type with non-skid platform and	
	foot operated valve and twin shower header and drain. The unit should have enclosure	
11	on 3 sides to avoid splashing of water. Carcass Wash Screen: The Unit shall be used for washing of the Carcass by means of	1 No
11	high pressure water jets. The Washing cabinet made of SS 304 shall be formed using	1 NO
	two screens on both sides of the rail to completely protect splashing/spilling of wash	
	water.	
12	Hand Wash Basin: The Wash basins shall be in 304 Stainless Steel execution, and	1 set
12	wall mounting type. The wash basin shall be supplied with water connection and foot	1 500
	operated valve. The wash basin shall have SS back up top plate to take care of back	
	splash, central drain connection and a soap dispenser.	
13	Knife Sterilizer: The knife sterilizer shall be in 304 SS construction and of sufficient	1 set
	size with hot water inlet connection and a drain. The unit shall be suitable for	
	mounting on the side of wash basin or for use independently. The unit shall be	
	provided with industrial type Electrical heating element of minimum 0.5 KW rating.	
14	SS Gambrels with Hooks: The SS Gambrels shall be made out of SS 304 rods and	6 set
	shall be suitable for hanging the sheep & goats on both rear legs, during the dressing	
	operation on over-head rail system. The SS gambrel shall be provided with galvanized	
1.5	hook with roller for free movement on round bar rail net work.	1
15	Hose reel with gun: The hose reel with Gun shall be used for cleaning of the floor, walls and also the equipments after slaughtering is completed. The Hose roll drum	1 set
	shall be swivel type and equipped with 20mm water hose of length 30 meter and	
	ending with GM shut-off nozzle. Pressure of the ejected water shall be at least 80 psi.	
16	Knife Sharpner: The knife sharpner shall be electrically operated and with grinding	1 No
10	stone for periodic sharpening of the knifes used in the slaughterhouse.	1110
17	FRP moulded grating for drain cover: Made of stainless steel (Size: 4 mt X 330 mm	6 No
	X 25 mm) Color: Red & Green	
18	Air Curtain: (Single Door): The Air curtain shall be suitable for 1.2 M width door	04 No
	and shall be used at the building opening to the slaughter hall.	
19	Fly Catchers / Insecticutors: This unit shall be of Industrial type and provided with	02 No
	ultra violet lamps to destroy flies in the slaughter hall. The Unit should be hanging	
	type from the roof and complete with necessary electrical connection.	
20	Trolleys for carrying meat: Three tier trolley made of SS with handle and wheels	03
	(four) for transporting the meat in tray or tubs from slaughterhouse to laboratory or to	
	sale counter. Size: Height 1200 mm X Length 950 mm X Width 750 mm. Tier height:	
	350 mm. Capacity: to carry 30 Kg meat. Suitable tubs fitting the tiers in the trolleys (06	
21	No). Installation, testing and commissioning of all the above 1 to 21 items including	
Z1	necessary civil works for installation.	
	ilecessary civil works for ilistanation.	