



## GUJARAT BIOTECHNOLOGY UNIVERSITY

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## Corrigendum I

### **Supply, Installation, Testing & Commissioning of Laboratory Infrastructure at Gujarat Biotechnology University, Gandhinagar**

Tender ID: 98300 | Date : 17.08.2024

## Corrigendum I

S. No	Clause	Original Clause	Modified Clause / New Clause
1.	40		<p><b>40 Tests</b></p> <p>The Authority and its Representatives or DTA requires the Contractor to carry out or cause to be carried out tests as per the Schedule 3B to check if it Works been completed as per the terms of this Contract and more specifically in a manner and applying the criterion as set out in the Technical Specifications and Standards. The Authority, or its designated representatives, shall be entitled to attend the tests and/or inspections conducted pursuant to this Clause 40.1. However, it is clarified that inspection of the Works or the presence of Authority or its designated representatives during any tests and/or inspection, shall in no way relieve the Contractor of its obligations under this Contract.</p> <p>40.1 In accordance with the instructions of Authority and its representatives, the Contractor shall, with due diligence, carry out minimum 10% of tests at GERI. Incase any of the test is not carried by GERI Labs, the testing will be done at any of the Government Institutes / Laboratory approved by the Authority. Remaining balance of the tests shall be done from a lab that is accredited to National Accreditation Board for Testing and Calibration Laboratories (NABL) or Government approved Lab by R&amp;B Department. It is also necessary to carry out testing of all components, elements as per the frequency norms prescribed in Technical Specifications or as per the relevant Indian Standards. 1% of the amount of work done shall be deducted from R.A.</p>

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			<p>Bill of the contractor for testing the quality of material workmanship, irrespective of actual charges.</p> <p>Further, Agency has to establish testing laboratory on site for the various test to be carried out in the work for this purpose agency shall construct a pukka laboratory building with all facility on site at location specified by the engineer in charge.</p> <p>40.2 If the Project (or any part of the Project) fails to pass any tests required for the Project (or any part of the Project), then the Authority may reject the Works or part thereof by giving notice to the Contractor giving reasons and require the Contractor to promptly make good the defects (at no extra cost to the Authority) so as to ensure that the rejected item(s) of the Works are in compliance with the Technical Specifications and the requirements of the Applicable Laws. The Contractor shall carry out remedial measures and furnish a report to Authority in this behalf. The Contractor shall carry out or cause to be carried out tests to determine that such remedial measures have brought the Works or part thereof into compliance with the Technical Specifications, and the procedure shall be repeated until such Works or part thereof conform to the Technical Specifications. For the avoidance of doubt, the cost of such tests and remedial measures shall be solely borne by the Contractor.</p> <p>40.3 If the defects in the Works deprive the Authority of substantially the whole benefit of the Works or major part of the Works, then the Authority may terminate this Contract as a whole or in respect of such part of the Works which cannot be put to the intended use, and</p>

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			<p>without prejudice to any other right under this Contract, the Authority shall be entitled to recover from the Contractor all sums paid for the Works or for such part, as the case maybe, plus the financing costs, if any and the costs of dismantling the same, clearing the Site and the returning the plant and materials to the Contractor.</p> <p>40.4 Rejection</p> <p>If, as a result of an inspection, measurement or testing, any plant, materials, design or workmanship is found to be defective or otherwise not in accordance with the provisions of this Contract, the Authority and its representatives shall reject the plant, materials, design or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the requirements of this Contract.</p> <p>If the Authority and its representatives requires the plant, materials, design or workmanship to be retested, the tests shall be repeated under the same terms and conditions, as applicable in each case. If the rejection and retesting cause the Authority to incur any additional costs, such cost shall be recoverable by the Authority from the Contractor; and may be deducted by the Authority from any monies due to be paid to the Contractor.</p> <p>40.5 Remedial Work</p> <p>(i) Notwithstanding any previous test or certification, the Authority and its representatives may instruct the Contractor to:</p> <p>(a) remove from the Site and replace any plant or materials which are not in accordance with the provisions of this Contract.</p> <p>(b) remove and re-execute any work which is not in accordance with</p>

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			<p style="text-align: center;">the provisions of this Contract and the Technical Specifications</p> <p>(ii) If the Contractor fails to comply with the instructions issued by the Authority and its representatives under Clause 40.5 (i), within the time specified in the Authority and its representatives notice or as mutually agreed, the Authority have the work executed by another agency. The cost so incurred by the Authority for undertaking such work shall, without prejudice to the rights of the Authority to recover Damages in accordance with the provisions of this Contract, be recoverable from the Contractor and may be deducted by the Authority from any monies due to be paid to the Contractor.</p>