

NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE



TENDER DOCUMENT FOR CAPACITY ADDITION ELECTRICAL WORKS AT NABI INTERIM FACILITY, MOHALI

**DEPARTMENT OF BIOTECHNOLOGY
(Govt. of India)**



NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE
Department of Biotechnology, Ministry of Science and Technology, Govt. of India
C-127, Industrial Area, Phase 8, SAS Nagar, Mohali, Punjab
Phone: 0172-4604888, Fax: 0172-4011916

Section – I
NOTICE INVITING TENDERS
Short Term Tender Notice No: NABI/7(18)/2012-Works

National Agri-Food Biotechnology Institute (NABI), Mohali, is desirous of engaging contractor(s) for a project related to the “**Execution of capacity addition electrical works**” at NABI interim facility, C-127, Phase VIII, Industrial Area, SAS Nagar, Mohali, Punjab.

Last date for submission of application is 11th June, 2012 up to 5:00p.m

S.No	Tender No.	Name of Work	Cost of tender Document (in Rs.)	Estimated Cost of work(INR)	EMD(INR)
1	NABI/7(18)/2012-Works	Supply, Installation, Testing & Commissioning of Capacity addition Electrical works at NABI interim facility, Mohali	500/-	9,00,000/-	18,000/-

1. Tender price shall remain open for acceptance for a period of 90 days from the date of opening of tender. In case, any tenderer withdraws his tender before the said period or issue of acceptance (whichever is earlier) or makes any modification in the terms and conditions of the tender which are not acceptable to NABI., then the NABI shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money aforesaid.
2. Within seven (07) working days from date of the receipt of notification of award, the Supplier/Contractor shall furnish an amount equal to 5% of the tendered value of the contract as performance guarantee/security within the period prescribed for commencement of work award issued to him. In case of termination of contract, this Security Deposit shall be forfeited and amount necessary to make up this amount shall be recovered from money due to the contractor under this contract, or any other contract . A sum @ 5% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of work. This is in addition to the performance guarantee that the contractor shall be required to deposit.

3. Submission of the Tender

The Tender should be submitted in two envelopes as detailed below:

3.1 Envelope-1- marked as – ‘TECHNICAL BID’

This shall contain the following

- A. (1) Draft/Pay order towards EMD in a cover super scribed as EMD with tenderers name.
(2) Draft for Rs 500/- towards cost of Tender Form if downloaded from website.
- B. The various details regarding experience, financial standing etc as detailed Technical Evaluation

criteria sheet.

- C. The document containing the Technical specifications (technical bid) of the quoted work.
- D. The document containing the Price for the supply and commissioning of the items.

3.2 Envelope-2- marked as – ‘FINANCIAL BID’

This shall contain the price for the supply and commissioning of the items.

- 3.3 Both the above envelopes shall be placed in a third envelope and Name of work, Date of opening of tender etc. shall be written on the cover.

4.

The

Contractor/Firm should have completed as a Prime Contractor at least one similar work of not less than 80% of the tendered cost OR 50% for two similar works OR 40% for three similar works during the last seven years. The required proof of completion certificate shall be attached. The experience certificate and Statement showing the value of existing commitments and ongoing works as well as stipulated period of completion, remaining for the each of the works listed shall be issued by the firm.

- 4.1 Definition of Similar work:** The similar work includes the Electrical panel supply, Installation and Commissioning works along with the associated LT cable laying and termination works for the LT substation type of projects.

Note: CONTRACTORS WHO HAVE DOWNLOADED THE TENDER DOCUMENTS FROM THE WEBSITE, ARE REQUIRED TO ATTACH DEMAND DRAFT/PAY ORDER FOR Rs.500/-(FIVE HUNDRED ONLY) FAVOURING NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE, MOHALI, BEING THE COST OF TENDER DOCUMENTS, FAILING WHICH THE TENDER WILL NOT BE CONSIDERED

Details of Demand Draft/Pay Order

1. Demand Draft/Pay Order for Rs.500/- (Rupees Five Hundred Only) drawn on _____ is enclosed with technical bid towards the cost of tender documents.
2. Demand draft/Pay order for Rs _____ (Rupees _____) drawn on _____ is enclosed with technical bid of the tender documents towards **Earnest Money deposit (EMD).**

The detailed Tender Documents with complete terms & conditions with technical specifications are available on our website <http://www.nabi.res.in>.

Change in the technical specifications and terms & conditions if any, for the above items/work will be posted on the NABI website. All venders are requested to quote accordingly.

Last date of submission of tenders: 11th June,2012 up to 5:00p.m
Opening of Technical & Financial Bid: 12th June,2012/ 3:00p.m

Administrative Officer

PROJECT INFORMATION

1	Owner	NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE (Department of Biotechnology, Ministry of Science and Technology, Govt. of India)
2	Project Title	Supply, Installation, Testing and Commissioning of Capacity addition Electrical works at NABI interim facility, Mohali
3	Project Location	MOHALI (PUNJAB)
4	Project Site	C-127, Industrial Area, Phase-8 Industrial Area, SAS Nagar, Mohali, Punjab. Phone:0172-2290145/300 Fax: 0172-4604888
5	Nearest Railway Station	CHANDIGARH
6	Nearest Airport	CHANDIGARH
7	Time Allotted for completion	03 WEEKS (21 days) FROM THE DATE OF AWARD OF CONTRACT.

SECTION - II

INSTRUCTIONS TO BIDDERS

A. PREAMBLE

1. Definitions and Abbreviations:

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

1.2 Definitions:

- (i) “Owner” means the organization and /or its representatives (consultants) purchasing goods and services as incorporated in the Tender Enquiry document.
- (ii) “Tender” means Bids/Quotation/Tender received from a Firm /Tenderer/Bidder.
- (iii) “Tenderer” means Bidder/ the Individual or Firm submitting Bids/Quotation/Tender.
- (iv) “Supplier/Contractor” means the individual or the firm supplying the goods and services as incorporated in the contract.
- (v) “Goods” means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant etc. which the Supplier/Contractor is required to supply to the Owner under the contract.
- (vi) “Services” means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the Supplier/Contractor covered under the contract.
- (vii) “Earnest Money Deposit” (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (viii) “Contract” means the written agreement entered into between the Owner and/or consignee and the Supplier/Contractor, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (ix) “Performance Security” means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (x) “Consignee” means the organization/person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that “another” person is the consignee, also known as ultimate consignee.
- (xi) “Specification” means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xii) “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xii) “Day” means calendar day.

1.3 Abbreviations:

- (i) “T E Document” means Tender Enquiry Document.
- (ii) “NABI” means National Agri-Food Biotechnology Institute.
- (iii) “NIT” means Notice Inviting Tenders.
- (iv) “ITB” means Instructions to Bidders
- (iv) “SIB” means Special Instructions to Bidders
- (v) “GCC” means General Conditions of Contract
- (vi) “SCC” means Special Conditions of Contract

- (vii) "DGS&D" means Directorate General of Supplies and Disposals
- (viii) "NSIC" means National Small Industries Corporation
- (ix) "PSU" means Public Sector Undertaking
- (x) "CPSU" means Central Public Sector Undertaking
- (xi) "LSI" means Large Scale Industry
- (xii) "SSI" means Small Scale Industry
- (xiii) "LC" means Letter of Credit
- (xiv) "DP" means Delivery Period
- (xv) "BG" means Bank Guarantee
- (xvi) "ED" means Excise Duty
- (xvii) "CD" means Custom Duty
- (xviii) "VAT" means Value Added Tax .
- (xix) "CENVAT" means Central Value Added Tax
- (xx) "CST" means Central Sales Tax
- (xix) "RR" means Railway Receipt
- (xxii) "BL" means Bill of Lading
- (xxiii) "FOB" means Free on Board
- (xxiv) "FCA" means Free Carrier
- (xxv) "FOR" means Free On Rail
- (xxvi) "CIF" means Cost, Insurance and Freight
- (xxvii) "CIP (Destinations)" means Carriage and Insurance Paid up to named port of destination.
Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier/Contractor from warehouse to the consignee site for a period including 3 months beyond date of delivery.
- (xxviii) "DDP" means Delivery Duty Paid named place of destination (consignee site)
- (xxix) "INCOTERMS" means International Commercial Terms as on the date of Tender Opening.
- (xxx) "MOH&FW" means Ministry of Health & Family Welfare, Government of India.
- (xxxi) "CMC" means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- (xxxii) "RT" means Re-Tender

2. Introduction

The Owner has issued these TE documents for purchase of goods and related services as mentioned in subsequent paragraphs which also indicates, interalia, the required delivery schedule, terms and place of delivery.

2.1 General :

The detailed information of the project given below is as per our present requirement. However, it is not binding on the owner in any way and shall not govern the scope of works.

2.2 Location of Site :

The project site is located at C-127, Phase VIII Industrial area, Mohali, Punjab.

2.3 Scope of work:-

SUPPLY,INSTALLATION,TESTING AND COMMISSIONING OF CAPACITY ADDITION ELECTRICAL WORKS AT NABI INTERIM FACILITY, MOHALI

- **LT Panel installation and Commissioning**
- **Cable laying and termination works**
- **Earthing works**
- **Existing distribution box dismantling and reconnection of cables.**

Note:

1. Materials to be used as per the technical specifications in the tender documents.
 2. The above scope is a broad indication of the job. Anything not mentioned above, but required for the proper functioning of the system shall be part of the scope.
- # This section (Section II - “Instructions to Bidders”) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the Owner for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.

The tenderers shall also read the Special Instructions to Bidders (SIB) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the ITB and the SIB, the provisions contained in the SIB shall prevail over those in the ITB.

Before formulating the tender and submitting the same to the Owner, the tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

3. Availability of Funds

As per estimated cost of work.

4. Language of Tender

The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the Owner, shall be written in the English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail. The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the Owner, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.

5. Eligible Tenderers

This invitation for tenders is open to all Supplier/Contractors who fulfill the eligibility criteria specified against clause 17 of ITB Sec. II in this document.

6. Eligible Goods and Services

All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

7. Tendering Expense

- 7.1 The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The Owner will, in no case be responsible or liable for any such cost, expenditure etc regardless of the

conduct or outcome of the tendering process.

8 Content of Tender Enquiry Documents

8.1 In addition to Section I - “Notice inviting Tender” (NIT), the TE documents include:

- Section II : Instructions to Bidders (ITB)
- Section III : Special Instructions to Bidders (SIB)
- Section IV : General Conditions of Contract (GCC)
- Section V : Special Conditions of Contract (SCC)
- Section VI : Project Site Rules
- Section VII : Contractor’s Obligation Under Statutory Laws
- Section VIII : Qualification Criteria
- Section IX : Tender Form
- Section X : List of Approved Makes
- Section XI : List of Requirements (Applicable Standards and Specifications)
- Section XII : Drawings
- Section XIII : Bank Guarantee Form For EMD (Not Applicable-Deleted)
- Section XIV : Manufacturer’s Authorization Form
- Section XV : Bank Guarantee Form for Performance Security
- Section XVI : Integrity Pact
- Section XVII : Check List for the Tenderers
- Section XVIII : Performance Statement
- Section XIX : Price Schedule (Price Bid)

8.2 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers are expected to examine all such details etc to proceed further.

1. Amendments to TE documents

At any time prior to the deadline for submission of tenders, the Owner may for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it. Such an amendment will be notified in the website of www.nabi.res.in. Interested parties are advised to regularly visit the website for further updates.

In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the Owner may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline

2. Clarification of TE documents

A tenderer requiring any clarification or elucidation on any issue of the TE documents may communicate the same to the Executive Director, National Agri- Food Biotechnology Institute, Mohali

PREPARATION OF TENDERS

11. Documents Comprising the Tender

11.1 The Two Bid System, i.e. “Technical Bid and Price Bid” prepared by the tenderer shall comprise the following:

A) TECHNICAL BID(Un-priced bid):

- i) Earnest money furnished in accordance with ITB clause 19.1 alternatively, documentary evidence as per ITB clause 19.2 for claiming exemption from payment of earnest money.
- ii) Tender Form as per Section IX (Un-priced).
- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also qualified to perform the contract if its tender is accepted.
- iv) Power of attorney in favour of the signatory of the tender document (if applicable).
- v) Documents and relevant details to establish in accordance with ITB clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- vi) Performance Statement as per section XVII along with relevant copies of orders and end users' satisfaction certificate.
- vii) List of Requirements as per Section –XI.
- viii) Certificate of country of origin by the bidder from abroad. (Chamber of commerce), wherever applicable.
- ix) Checklist as per Section XVIII.

B) PRICE BID:

i) Schedule of Prices (Price Bid) as per Section XIX

N.B

- 1. All pages of the Tender should be page numbered and indexed.
 - 2. It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.
- 11.2 The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.
- 11.3 A tender, which does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 11.4 Tender sent by fax/telex/cable/electronically shall be ignored.

12. Tender Currencies

- 12.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees
- 12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currencies say US Dollar, Euro, GBP or Yen. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only if such services are to be performed/undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only. Such conversion of currencies will be done based on rate of exchange declared by RBI as on the date of 'Price Bid' opening as already incorporated against clause 32 here after.
- 12.3 Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

13 Tender Prices

- 13.1 The Tenderer shall indicate on the Price Schedule provided under Section XIX all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services proposed to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified as “NA” by the tenderer.
- 13.2 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XIX.
- 13.3 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 13.3.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off the-shelf, as applicable, including all taxes and duties like sales tax, CST VAT, CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
 - b) any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;
 - c) charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier/Contractor from warehouse to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule.
 - d) the price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
 - e) the prices of Turnkey (if any), as mentioned in List of Requirements, and Price Schedule;
- 13.3.2 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner
- a) the price of goods quoted DDP Destination, as indicated in the List of Requirements and Price Schedule;
 - b) the price of goods quoted should be on DDP basis at consignee site in India as indicated in the List of Requirements, Price Schedule .
 - c) the charges for Insurance (local transportation and storage) would be extended and borne by the Supplier/Contractor from warehouse to the consignee site for a period including 3 months beyond date of delivery.
- 13.4 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed
- 13.5 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed
- 13.6 Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris.
- 13.7 The need for indication of all such price components by the tenderers, as required in this clause (viz., ITB clause 13) is for the purpose of comparison of the tenders by the Owner and will not restrict the Owner's right to award the contract on the selected tenderer on any of the terms offered.

14 Indian Agent

- 14.1 If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described under ITB sub clause 12.2 above, shall also furnish the following information:
- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
 - b) The details of the services to be rendered by the agent for the subject requirement.
 - c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty

15. Firm Price

- 15.1 Unless otherwise specified in the SIB, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account .

16. Alternative Tenders

- 16.1 Alternative Tenders are not permitted.

17 Documents Establishing Tenderer's Eligibility and Qualifications

- 17.1 Pursuant to ITB clause 11, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted .
- 17.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfill the following requirements:
- a) in case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorized by the goods manufacturer to quote for and supply the goods to the Owner. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document
 - b) the tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section VIII in these documents.
 - c) in case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the Supplier/Contractor including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.
 - d) in case the tenderer is an Indian agent/authorized representative quoting on behalf of a foreign manufacturer for the restricted item, the Indian agent/authorized representative is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India, operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi

18. Documents establishing Good's Conformity to TE document.

- 18.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the Owner in the TE documents. For this purpose the tendered shall also provide a **clause-by-clause commentary on the technical specifications and other technical details incorporated by the Owner in the TE documents to establish technical responsiveness of the goods and services offered in its tender .**

18.2 In case there is any variation and/or deviation between the goods & services prescribed by the Owner and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender. Tenderers must visit the site and see the means of access to the site, study the drawings and specifications and acquaint him fully about the works to be carried out and all other factors governing the works before quoting his rates. The tenderer shall be liable for; completing the job and/or providing extra material without charging extra for completion of work and/or material. For any additional material/scope (not in the scope at the time of contract) the cost of material and scope shall be decided by the Owner before allotting the job to the contractor.

18.3 If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the Owner in this regard.

19. Earnest Money Deposit (EMD)

19.1 Pursuant to ITB clauses 8.1 the tenderer shall furnish along with its tender, earnest money for amount as mentioned in Section-I - NIT. The earnest money is required to protect the Owner against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.

19.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as "to customers' specification" etc. will not be acceptable for exemption from furnishing of earnest money. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with NSI C). The EMD should be furnished in the name of "Executive Director, National Agri-Food Biotechnology Institute, payable at Mohali".

19.3 The earnest money shall be denominated in Indian Rupees or equivalent currencies as Per ITB clause 12.2. The earnest money shall be furnished in one of the following forms:

- i) Account Payee Demand Draft
- ii) Banker's Cheque

19.4 The demand draft or banker's cheque shall be drawn on any commercial bank in India or country of the tenderer, in favour of the "Executive Director, National-Agri Food Biotechnology Institute, payable at Mohali".

19.5 Forfeiture of EMD

19.5.1 EMD shall be forfeited fully if the contractor fails to start the work within the stipulated time after getting letter of award.

19.5.2 If any tenderer withdraws his tender within the tender validity period or makes any modifications terms and conditions of tenders which were not acceptable to department, then 50% of the EMD shall be forfeited.

19.5.3 Earnest Money is required to protect the Owner against the risk of the Tenderer's

conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the Owner. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Owner if it fails to furnish the required performance security within the specified period.

19.6 Unsuccessful tenderer's earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security/guarantee from the tenderer.

19.7 Earnest Money of all tenderers would not be deposited in the bank except the lowest tender.

20. Tender Validity

20.1 If not mentioned otherwise in the SIB, the tenders shall remain valid for acceptance for a period of 90 days (Ninety days) from the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

20.2 In exceptional cases, the tenderers may be requested by the Owner to extend the validity up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, however, may not agree to extend its tender validity without forfeiting its EMD.

20.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the Owner, the tender validity shall automatically be extended up to the next working day.

21. Signing and Sealing of Tender

21.1 The tenderers shall submit their tenders as per the instructions contained in ITB Clause 11.

21.2 The tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.

21.3 The tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialed by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialed by the person(s) signing the tender.

21.4 The tenderer should seal the tender and write the address of the Owner and the tender reference number on the envelope. The sentence "NOT TO BE OPENED" (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly, sealed marked etc. as above. If the outer envelope is not sealed and marked properly as above, the Owner will not assume any responsibility for its misplacement, premature opening, late opening etc.

21.5 The document seeks quotation following two Tender System, in two parts. First part will be known as

‘Technical bid’ and the second part ‘Price bid’ as specified in clause 11 of ITB. Tenderer shall seal both Technical bid & Price bid separately and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and procedure prescribed in Paras 21.1 to 21.5 followed.

D. SUBMISSION OF TENDERS

22. Submission of Tenders

- 22.1 Unless otherwise specified, the tenders are to be submitted to The Executive Director, National Agri-Food Biotechnology Institute, C-127, Industrial Area, Phase 8, SAS Nagar, Mohali, Punjab.
- 22.2 The tenderers must ensure that they submit their tenders not later than the closing time and date specified for submission of tenders. It is the responsibility of the tenderer to ensure that their Tenders whether sent by post or by courier or by person, by the specified closing date and time. In the event of the specified date for submission of tender falls on/is subsequently declared a holiday or closed day for the Owner, the tenders will be received up to the appointed time on the next working day.

23. Late Tender

- 23.1 A tender, which is received after the specified date and time for receipt of tenders will be treated as “late” tender and will be ignored and not considered.

24. Alteration and Withdrawal of Tender

- 24.1 The tenderer, after submitting its tender, is permitted to alter/modify its tender so long as such alterations/modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders Alterations / modifications to tenders received after the prescribed deadline will not be considered.
- 24.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

E TENDER OPENING

25. Opening of Tenders

- 25.1 The Owner will open the tenders at the specified date and time and at the specified place as indicated in the NIT.
In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the Owner, the tenders will be opened at the appointed time and place on the next working day.
- 25.2 Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives’ names & signatures and corresponding tenderers’ names and addresses
- 25.3 Two - Tender system as mentioned in para 21.6 above will be as follows:

The Technical Bid is to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Technical Bid opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and

any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in stage, the Price Bid of only the Technically qualified offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid. The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

26.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders

27. Preliminary Scrutiny of Tenders

27.1 The Owner will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.

27.2 Prior to the detailed evaluation of Price Bid, pursuant to ITB Clause 34, the Owner will determine the substantial responsiveness of each Tender to the TE Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the TE Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 5), Warranty (GCC Clause 15), EMD (ITB Clause 19), Taxes & Duties (GCC Clause 20), Force Majeure (GCC Clause 26) and Applicable law (GCC Clause 31) will be deemed to be a material deviation. The Owner's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

27.3 If a Tender is not substantially responsive (Non-Responsive), it will be rejected by the Owner and cannot subsequently be made responsive by the Tenderer by correction of the nonconformity.

27.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily ignored. A non-responsive tender is one which deviates technically or commercially from any specific provision in the tender enquiry.

27.5 The following are some of the important aspects, for which a tender shall be declared non-responsive and will be summarily ignored;

- (i) Tender form as per Section IX (signed and stamped) not enclosed
- (ii) Tender is unsigned
- (iii) Tender validity is shorter than the required period.
- (iv) Required EMD (Amount, validity etc.) /exemption documents have not been provided
- (v) Tenderer has quoted for goods manufactured by other manufacturer(s)
- (vi) Tenderer has not agreed to give the required performance security.
- (vii) Goods offered are not meeting the tender enquiry specification
- (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.

- (ix) Poor/ unsatisfactory past performance.
- (x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
- (xi) Tenderer is not eligible as per ITB Clauses 5.1 & 17.1
- (xii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.

28. Minor Infirmary /Irregularity/Non-Conformity

- 28.1 If during the preliminary examination, the Owner find any minor informality and/or irregularity and/or non-conformity in a tender, the Owner may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the Owner will convey its observation on such 'minor' issues to the tenderer, asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

29 Discrepancies in Prices

- 29.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price(which is obtained by multiplying the unit price by the quantity),the unit price shall prevail and the total price corrected accordingly unless the Owner feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 29.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected amount shall be considered final.
- 29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.
- 29.4 If, as per the judgment of the Owner, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the Owner, the tender is liable to be ignored.

30. Discrepancy between original and copies of Tender

- 30.1 In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, the Owner will convey its observation suitably to the tenderer by register/speed post and, if the tenderer does not accept the Owner's observation, that tender will be liable to be ignored.

31. Qualification Criteria

- 31.1 Tenders of the tenderers, who do not meet the required Qualification Criteria prescribed in Section VIII, will be treated as non - responsive and will not be considered further for evaluation process.

32. Conversion of tender currencies to Indian Rupees

- 32.1 In case the TE document permits the tenderers to quote their prices in different currencies, all such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the exchange rates established by the Reserve Bank of India for similar transactions, as on the date of 'Price bid'

opening.

33. Schedule/ Package -wise Evaluation

33.1 DELETED

34 Comparison of Tenders

34.1 Unless mentioned otherwise in Section - III - Special Instructions to Bidders and Section - XI - List of Requirements, the comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP) consignee site basis. The quoted turnkey prices will also be added for comparison/ranking purpose for evaluation.

35. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

35.1 Further to ITB Clause 34 above, the Owner's evaluation of a tender will include and take into account the following:

- i) Tenderers past experience in similar projects.
- ii) Satisfactory completion/performance certificate from the users. Details of delayed completion and the reasons thereof.

35.2 The Owner's evaluation of tender will also take into account the additional factors, if any, incorporated in SIB in the manner and to the extent indicated therein.

35.3 The Owner reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive.

36. Tenderer's capability to perform the contract

36.1 The Owner, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If there is more than one schedule/ package in the List of Requirements, then, such determination will be made separately for each schedule/ package .

36.2 The above-mentioned determination will, interalia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of the Owner as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the Owner.

37. Contacting the Owner

37.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the Owner for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

37.2 In case a tenderer attempts to influence the Owner in the Owner's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the Owner.

G. AWARD OF CONTRACT

38. Owner's Right to accept any tender and to reject any or all tenders

38.1 The Owner reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer.

39. Award Criteria

39.1 Subject to ITB clause 38 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by the Owner in terms of ITB Clause 36.

Information to be Provided after Award of Contract for Approval

List of Drawings and Documents to be submitted for review, approval and information shall be listed by BIDDER in his offer. The minimum requirements are indicated below.

- All working Drawings for approval from PMC/OWNER.

NOTE:

Contractor to obtain approval of the calculations of the systems being provided prior to procurement. Contractor shall submit all detailed drawings to CONSULTANT/OWNER for approval in both soft and hard copies prior to commencement of respective work.

Contractor shall take all the necessary approvals/clearance from various govt. bodies like fire department of fire safety, Pollution control board etc (wherever applicable).

Contractor shall submit all the final drawings to the Owner (NABI) on completion of the job.

40. Deviation of Quantities at the Time of Award/ Currency of Contract

- 40.1 At the time of awarding the contract, the Owner reserves the right to increase or decrease or eliminate any of the item without any change in the unit price and other terms & conditions quoted by the tenderer.
- 40.2 If the quantity has not been increased at the time of awarding the contract, the Owner reserves the right to increase by up to twenty five (25) per cent the quantity of goods and services mentioned in the contract (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract after one year from the Date of Notification of Award.

41. Notification of Award

- 41.1 Before expiry of the tender validity period, the Owner will notify the successful tenderer(s) in writing, by registered / speed post/ courier or by fax/ telex/cable (to be confirmed by registered /speed-post/courier) that its tender for goods & services, which have been selected by the Owner, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. **The successful tenderer must furnish to the Owner the required performance Security/guarantee within seven working days from the date of receipt of this notification, failing which the EMD will forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.**

- 41.2 The Notification of Award shall constitute the conclusion of the Contract.

42. Issue of Contract

- 42.1 Promptly after notification of award, the Owner/Consignee will mail the contract form duly completed and signed, in duplicate, to the successful tenderer by registered / speed post/courier.
- 42.2 Within Seven days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Owner/Consignee by registered / speed post/courier.

42.3 The Owner/Consignee reserves the right to issue the Notification of Award consignee wise.

43. Non-receipt of Performance Security and Contract by the Owner/Consignee

43.1 Failure of the successful tenderer in providing performance security and/or returning contract copy duly signed in terms of ITB clauses 41 and 42 above shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the Owner/Consignee against it as per the clause 24 of GCC - Termination of default.

44. Return of EMD

44.1 The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of ITB Clause 19.6.

45. Publication of Tender Result

45.1 The name and address of the successful tenderer(s) receiving the contract(s) will be mentioned in the notice board/bulletin/web-site of the Owner.

46. Corrupt or Fraudulent Practices

46.1 It is required by all concerned namely the Consignee/Tenderers/Supplier/Contractors etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Owner:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the 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 Owner, 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 Owner 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 declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Owner if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

47. Integrity Pact (IP)

The Integrity Pact (IP) will be one of the conditions in this tender enquiry. It will be considered to be a material deviation resulting into ignoring and rejecting the tender if the tenderers do not agree to accept it. The detailed terms of the IP are given in Section XVI.

SECTION - IV
GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

- 1.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase/job to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V and List of requirements under Section XI of this document.

2. Use of contract documents and information

- 2.1 The Supplier/Contractor shall not, without the Owner's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the Owner in connection therewith, to any person other than the person(s) employed by the Supplier/Contractor in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2 Further, the Supplier/Contractor shall not, without the Owner's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- Except the contract issued to the Supplier/Contractor, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the Owner and, if advised by the Owner, all copies of all such documents shall be returned to the Owner on completion of the Supplier/Contractor's performance and obligations under this contract.

3. Patent Rights

- 3.1 The Supplier/Contractor shall, at all times, indemnify and keep indemnified the Owner, free of cost, against all claims which may arise in respect of goods & services to be provided by the Supplier/Contractor under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent registered designs, trademarks etc. being made against the Owner, the Owner shall notify the Supplier/Contractor of the same and the Supplier/Contractor shall, at his own expenses take care of the same for settlement without any liability to the Owner.

4. Country of Origin

- 4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations
- 4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
- 4.3 The country of origin may be specified in the Price Schedule (applicable for instrument/equipments only).

5. Performance Security

- 5.1 Within seven (07) working days from date of the receipt of notification of award, the Supplier/Contractor, shall furnish an amount equal to 5% of the tendered value of the contract as performance Security within the period prescribed for commencement of work of award issued to him.
- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
 - a) It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any nationalized bank/scheduled bank in India or Bank Guarantee issued by a nationalized bank in India, in the prescribed form as provided in section XV of this document in favor of the Owner. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period i.e. 12months.
- 5.3 In the event of any failure/default of the Supplier/Contractor with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee as per Performa in Section XV, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the Supplier/Contractor with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the Supplier/Contractor shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as Amended.
- 5.5 The Supplier/Contractor shall enter into Annual Comprehensive Maintenance Contract with Owner, 3 (three) months prior to the completion of Warranty Period.
- 5.6 Subject to GCC sub clause 5.3 above, the Owner/Consignee will release the Performance Security without any interest to the Supplier/Contractor on completion of the Supplier/Contractor's all Contractual obligations including the warranty obligations & after receipt of Owner/Consignee wise bank guarantee in favor of the purchase/consignee as per the format in Section XV.

6. Technical Specifications and Standards

- 6.1 The Goods & Services to be provided by the Supplier/Contractor under this contract shall conform to the technical specifications and quality control parameters mentioned in 'List of Requirements & Technical Specifications' under Section XI of this document.

7. Packing and Marking

- 7.1 The packing for the goods to be provided by the Supplier/Contractor should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the List of requirements as provided in Sections XI and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the Supplier/Contractor accordingly.

7.3 Packing instructions:

Unless otherwise mentioned in the List of Requirements and in SCC under Section V, the Supplier/Contractor shall make separate packages for each consignee (in case there is more than

one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a. contract number and date
- b. brief description of goods including quantity
- c. packing list reference number
- d. country of origin of goods
- e. consignee's name and full address and
- f. Supplier/Contractor's name and address

8. Inspection, Testing and Quality Control

- 8.1 The Owner and/or its nominated representative(s)/ consultant will, without any extra cost to the Owner, inspect and/or test (FAT) the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The Owner shall inform the Supplier/Contractor in advance, in writing, the Owner's program for such inspection (FAT) and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the Owner.
- 8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the Supplier/Contractor or its subcontractor (s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the Supplier/Contractor to the Owner's inspector at no charge to the Owner
- 8.3 If during such inspections (FAT) and tests the contracted goods fail to conform to the required specifications and standards, the Owner's inspector may reject them and the Supplier/Contractor shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the Owner and resubmit the same to the Owner's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-dispatch inspection of the ordered goods at Supplier/Contractor's premises, the Supplier/Contractor shall put up the goods for such inspection to the Owner's inspector well ahead of the contractual delivery period, so that the Owner's inspector is able to complete the inspection within the contractual delivery period.
- 8.5 If the Supplier/Contractor tenders the goods to the Owner's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the Supplier/Contractor. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the Owner under the terms & conditions of the contract.
- 8.6 The Owner's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Owner's inspector during pre-dispatch inspection mentioned above.
- 8.7 Goods accepted by the Owner /consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute Owner's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause15.

9. Terms of Delivery

- 9.1 Goods shall be delivered by the Supplier/Contractor in accordance with the terms of delivery specified in the contract.

10 Transportation of Goods

10.1 Instructions for transportation of imported goods offered from abroad:

The Supplier/Contractor shall not make part-shipments and/or transshipment without the express/prior written consent of the Owner. The Supplier/Contractor is required under the contract to deliver the goods under DDP at consignee site.

Transportation of domestic goods including goods already imported by the Supplier/Contractor to be done by the Supplier/Contractor himself and the goods to be delivered at the site of the consignee at his own risk and cost.

11. Insurance:

11.1 Unless otherwise instructed in the SCC, the Supplier/Contractor shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

- i) In case of supply of domestic goods on consignee site basis, the Supplier/Contractor shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier/Contractor by getting the stores duly insured. The insurance cover shall be obtained by the Supplier/Contractor and should be valid till 3 months after the receipt of goods by the consignee
- ii) In case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier/Contractor from the port of entry to the consignee site for a period including 3 months beyond date of delivery.

If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will get extended by the Supplier/Contractor at their cost till the successful installation, testing, commissioning, qualification and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the Supplier/Contractor by the consignee, such extensions of the insurance will still be done by the Supplier/Contractor, but the insurance extension charges at actual will be reimbursed.

12. Spare parts

12.1 If specified in the List of Requirements and in the resultant contract, the Supplier/Contractor shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the Supplier/Contractor:

- a) The spare parts as selected by the Owner/Consignee to be purchased from the Supplier/Contractor, subject to the condition that such purchase of the spare parts shall not relieve the Supplier/Contractor of any contractual obligation including warranty obligations; and
- b) In case the production of the spare parts is discontinued:
 - i) Sufficient advance notice to the Owner/Consignee before such discontinuation to provide adequate time to the Owner to purchase the required spare parts etc.,
 - ii) Immediately following such discontinuation, providing the Owner/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Owner/Consignee

12.2 Supplier/Contractor shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Owner/Consignee promptly on receipt of order from the Owner/Consignee

13. Incidental services

13.1 Subject to the stipulation, if any, in the SCC (Section - V) and List of Requirements(Section - XI),the Supplier/Contractor shall be required to perform the following services.

- i) Installation & commissioning, Supervision and Demonstration of the goods.
- ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- iii) Training of Consignee's Doctors, Staff, operators etc. for operating and maintaining the goods.
- iv) Supplying required number of operation & maintenance manual for the goods.

14. EXECUTION OF WORK :

14.1 General:

All the works shall be executed in accordance with the detailed drawings, specifications, and instructions given by the consultant or mentioned in the contract document.

14.2 Drawings:

The drawings given in the tender document are as per the present requirement and are meant for the purpose of giving idea of the type and quantum of work to be executed.

All working drawings / Shop drawings prepared by contractor and approved by Consultant and Owner shall be marked "Release For Execution" and duly signed by the Consultant. All the old drawings shall be discarded and marked with "Superseded by Drg. No."

If during the execution of the work, any discrepancy occurs in the drawings or between the drawings and specification then the same should be clarified from the Consultant/Owner prior to the execution of work. The decision given by the Owner would be final.

14.3 Inspection Of Works:

a. The Owner/Consultants shall have the full authority to inspect the works at any time, at any stage. The contractor shall provide adequate facilities to carry the inspection work. The contractor should be present himself or his authorized representative during the inspection so that the Consultant can convey the instruction regarding the works.

b. The contractor shall give information to the consultant before covering up the works so that the same can be inspected and measured jointly & correctly to true dimensions.

c. If the contractor fails to get the work inspected before covering it up, then the Owner/consultant has full authority to get the work uncovered at the expenses of the contractor and if any fault is found then the same should be rectified by the contractor without claiming any extra payment.

14.4 Inadequate/substandard works and materials:-

a. If any material brought by the contractor is found unsuitable or of substandard quality after testing, then the contractor shall remove those faulty materials immediately from the site as per the instructions of the consultant.

b. If any work executed by the contractor is found to be of bad workmanship or not as per the drawings, then the same is to be dismantled and re-executed by the contractor without claiming any extra payment or extension in time period.

14.5 Default of contractor in compliance:- If the contractor or his authorized representative fails to follow the instructions given by the consultant/Owner regarding any of the works, then the same shall be got executed by other persons employed by the Owner and the expenses incurred shall be borne by the contractor.

14.6 Discrepancies between instructions:- If any discrepancy occurs between the various instructions conveyed to contractor or his authorized representative or if any misunderstanding arises between the contractor's staff and Owner's staff, the contractor shall report the matter immediately to the consultant/Owner. The decisions of Owner/consultant shall be final and binding. Moreover, no claims for losses due to discrepancies between instructions, doubts or misunderstandings shall be admissible.

14.7 Change in specifications and valuation of extra items:- If there is any variation in specification for any change in make of item, then it has got to be approved from the Owner/consultant prior to installation or execution and the financial effect, plus or minus, or impact shall be incorporated accordingly by the

Owner/consultant. If any of the items to be executed is not included in the schedule of quantities, then the contractors shall submit the rate analysis of the item specifying the actual landed cost on basis of prevailing rates of material and labour and allowing 15 % to cover overhead & profit. The rates of such items shall be recommended by the consultant/owner and approved by the Owner and shall be

binding
on the contractor.

14.8 Work not specified in the specification:- If, for any work, no specification has been given in the tender document, then the work will be executed as per the IS specifications, and if the work is not covered by IS specifications also, then it should be executed as per standard engineering practice, subject to approval of the consultant.

14.9 Testing:-

The contractor shall agree for testing works as mentioned in the specifications of various items of works involved in the project.

- a. If the various tests prescribed in the specifications at specified intervals for ascertaining the quality of the work done prove unsatisfactory, the consultant/Owner shall have the authority to instruct the contractor to re-execute the work done or make alterations as per the orders of the Owner/consultant.
- b. The contractor shall furnish to the Owner/consultant, for approval adequate samples of all materials to be used in the works free of cost. Such samples shall be submitted before the work is commenced, giving ample time to permit the tests.
- c. All materials furnished in actual works shall be of the same quality of that of approved samples.
- d. The testing of various materials to be used in works shall be tested in standard laboratories as directed by the Owner/consultant and the expenses incurred shall be borne by the contractor.

14.10 Progress Report:- During execution of the contract, the contractor shall furnish fortnightly progress reports to the owner and in the format as specified by the owner indicating the progress achieved during the fortnight and the total progress up to the fortnight as against scheduled and anticipated completion dates in respect of key phases of the work. The contractor shall also furnish any other information in order to ascertain progress, if called for by the consultant.

14.11 Liabilities for defects and rectifications:- If it shall appear to the Owner/consultant that any work has been executed with imperfect or unskilled workman or with materials of any inferior description, or of quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Owner/consultant or his representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct that work so specified and provide other proper and suitable materials or articles at his own charges and cost, and in the event of failure to do so within a period to be specified by the Owner/consultant or his demand aforesaid, the Owner/consultant may on expiry of notice period rectify or remove, re-execute the work at the risk of contractor and the cost shall be recovered from the contractor. The decision of the Owner/consultant as to any question arising under this clause shall be final and conclusive.

14.12 Period of liability:- The liability period of the work shall be 12 months from the date of completion of the work as certified by the Owner and this date will be as indicated in the provisional completion certificate. If any damage or defect occurs in the work during this period then the contractor shall rectify the damage or defect at his own expense to the satisfaction of the consultant/Owner. If the contractor fails to do so, then the Owner shall have the authority to get the work done by other means and the expenditure incurred shall be recovered from the contractor.

14.13 Suspension of work:- The contractor shall suspend the progress of work, on receipt of the written order from the Owner/Consultant for any of the following reasons:-

- a. On account of any default on the part of the contractor. In this case the contractor shall be entitled for the extension of time, but the contractor shall have no claim for payment of compensation for re-execution of faulty works.
- b. For execution of the works for reasons other than the default of the contractor.
- c. For safety of the works.

In case of suspension of work:- The contractor shall during such suspension, properly protect and secure the works carried out according to the instructions of the consultant/owner.

If the suspension is ordered for the reasons 14.13 (b) and (c) as stated above, the contractor shall be entitled for extension of time equal to the period of every such suspension but no compensation for damages etc. shall be admissible on account of suspension of work.

14.14 Possession prior to completion:- The Owner shall have authority to take possession of any completed or partially completed works. Such possession shall not be deemed to be acceptance of any work completed in accordance with the contract. If such prior possession delays the progress of works then the

adjustment in the time of completion shall be done accordingly. The decision of the consultant/ Owner regarding the extent of delay shall be final and binding.

15. Warranty

- 15.1 The Supplier/Contractor warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the Owner in the contract. The Supplier/Contractor further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and/or the material used are as per the Owner's/Consignee's specifications) or workmanship or from any act or omission of the Supplier/Contractor, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2 This warranty shall remain valid for 1(One) year after the goods or any portion thereof or the facility is handed over to Owner as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the Owner/Consignee in terms of the contract, unless specified otherwise in the SCC.
- a. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
 - b. Warranty as well as Comprehensive Maintenance contract (wherever applicable) will be inclusive of all accessories and Turnkey work and it will also cover all wearable & non wearable components.
 - c. Replacement and repair will be undertaken for the defective goods.
 - d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- 15.3 In case of any claim arising out of this warranty, the Owner/Consignee shall promptly notify the same in writing to the Supplier/Contractor. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 15.4 Upon receipt of such notice, the Supplier/Contractor shall, within 24 hours on a 24(hrs) X 365 (days) basis respond to take action and to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination within 48 hours. The Supplier/Contractor shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Owner for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions.
- 15.5 If the Supplier/Contractor, having been notified, fails to respond to take action to repair or replace the defect(s) within 24 hours on a 24(hrs) X 365 (days) basis, the Owner may proceed to take such remedial action(s) as deemed fit by the Owner, at the risk and expense of the Supplier/Contractor and without prejudice to other contractual rights and remedies, which the Owner may have against the Supplier/Contractor.
- 15.6 During Warranty period, the Supplier/Contractor is required to visit consignee's site at least once in 4 months commencing from the date of the installation/commissioning/handing over of facility (as the case may be) for preventive maintenance of the goods.
- 15.7 The Owner/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier/Contractor for the period as mentioned in List of Requirements after the completion of warranty period.
- 15.8 The Supplier/Contractor shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the Owner for 10 years from the date of installation and handing over.
- 15.9 The Supplier/Contractor shall always accord most favored client status to the Owner vis-à-vis its other Clients/Owners of its equipments/machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the Owner/Consignee.

16. Assignment

- 16.1 The Supplier/Contractor shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Owner's prior written permission.

17. Sub Contracts

17.1 **Subletting of Contract:** No subletting of contract is permitted.

18. Modification of contract

18.1 If necessary, the Owner may, by a written order given to the Supplier/Contractor at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the Owner,
- b) Mode of packing,
- c) Incidental services to be provided by the Supplier/Contractor
- d) Mode of dispatch,
- e) Place of delivery, and
- f) Any other area(s) of the contract, as felt necessary by the Owner depending on the merits of the case.

18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the Supplier/Contractor to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the Supplier/Contractor doesn't agree to the adjustment made by the Owner/Consignee, the Supplier/Contractor shall convey its views to the Owner/Consignee within seven days from the date of the Supplier/Contractor's receipt of the Owner's/Consignee's amendment / modification of the contract.

19. Prices

19.1 Prices to be charged by the Supplier/Contractor for supply of goods and provision of services, in terms of the contract shall not vary from the corresponding prices quoted by the Supplier/Contractor in its tender

20. Taxes and Duties

20.1 Supplier/Contractor shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the Owner.

20.2 Further instruction, if any, shall be as provided in the SCC.

20.3 No exemption certificate will be provided by the consignees for custom duty, central Excise duty etc. for the goods invoiced from any location in India

20.4 No form 'D' to be issued for concessional CST as the same is no longer applicable.

21. Certificates & Payment Terms

The contractor shall submit running bills along with detailed measurement book as supporting documents to the Owner/consultant. The consultant after verification shall forward the bill for payment to the Owner and the Owner shall release the payment within 20 days from the date of receipt of verified bill from the consultant. On completion of work the contractor shall submit the final bill with revised total measurement sheet, at one time and payment shall be released within one month from the date of receipt of verified final bill from the consultant after checking and necessary corrections and clarifications if any required.

21.1 Schedule of rates:

a. The payments to be made to the contractor for various items of works shall be as per the finalized rates in tender document and the rates of extra items finalized from time to time.

- b. The rates finalized in the tender document shall remain firm till the completion of the work including extension of time, if any.
- c. After the completion of work, the contractor will have to submit the clearance certificate for all statutory payments like royalties, Octroi etc.
- d. Rates quoted by the contractor shall include sales tax, duties, octroi, toll tax, realties and all other taxes in respect of this contract and the employer shall not entertain any claim whatsoever in this respect. Tendered rates are inclusive of all taxes levies payable under the respective statutes. However, pursuant to the constitution (Forty Sixth Amendment) Act; 1982 if any further tax or levy is imposed by statutes, after the date of receipt of tenders and the contractor there upon necessarily and properly pays such taxes/levies the contractor shall be re-imbursed the amount as per the rules on producing proof of payment so made provided such payments, if any, is not in the opinion of the Owner/consultant attributable to delay in the execution of work within the control of contractor.

21.2 Measurement:

Joint measurements of the various items of the work shall be taken by the contractor's authorized representative in presence of the Owner's authorized representative from time to time for maintaining the records and preparing the bills. If the contractor fails to send his representative then the measurements taken by the Owner's authorized representatives shall be final and no claim shall be entertained in this regard.

21.3 Mode of measurement: All measurement shall be in the metric system and in accordance with Indian standard specifications and in accordance with standard engineering practice. If the contractor has any objection regarding the measurements then he shall inform the Owner/consultant immediately. The decision given by the Owner/consultant shall be final and binding on the contractor. In case of mode of measurement of any items is not specified, and then I.S.I mode of measurement (as applicable during contract period) shall be followed.

21.4 Billing:

- a. The running account bills to be submitted by the contractor should be of a minimum reasonable amount as decided by the Owner/consultant depending upon the quantity of work allotted. The bill should be in the proforma approved by the Owner giving abstract and detailed measurements of various items of works executed and material brought by the contractor for execution of work.
- b. The billing shall be cumulative billing given details of previous bill amount advance paid & deducted, security deduction and clearly showing the amount due against the submitted bill.

21.5 Lumps sums in tender: For the items in tender where it includes lump sum in respect of parts of works, the contractor shall be entitled to payment in respect of the items at the same rates as are payable under this contract for such items. If in the opinion of the consultant, any part of the work is not susceptible to measurement, the consultant/Owner may at their discretion pay the lump sum amount for the work and the decision of the consultant/Owner shall be final and binding on the contractor.

21.6 Running account payments to be regarded as advances: All running account payments shall be regarded as payments by way of advances against the final payment only and not as payment for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the performance of the contract or nor shall it conclude, determine or affect in any way the powers of the Owners under these conditions or any of them as to the final settlement of the accounts or otherwise, or in any other way vitiate or affect the contract. The final bill shall be submitted by the contractor within one month from the date of actual completion of the work, otherwise the consultant's and Owner's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on the contractor. The payment of final bill shall be done within three months after the submission of final bill by the contractor.

a. All interim bills shall be paid within 10 days of their submission.

b. Final bill shall be settled within 20 days of its submission.

21.7 Payment of Contractor's bills:

a. The payment due to the contractor shall be made only in Indian currency by crossed account payee cheques. In no case, will the Owner be responsible if the cheque is mislaid or miss-appropriated by the contractor or his representatives. The cheque shall be released only against submission of duly signed and revenue stamped receipt.

b. The Owner reserves the right to carry out post payment audit and technical examination of the bills

and work executed including all supporting voucher etc. The Owner further reserves the right to enforce recovery of overpayment when detected. Similarly, if any under payment is discovered, the amount shall be paid to the contractor.

c. Wherever any claim for payment against the contractor arises as per the contract, the same may be deducted from the bill of the contractor or from his security deposit.

21.8 Completion certificate:- When the contractor successfully completes the works as per the contract, he shall be eligible to apply for completion certificate in respect of the works. The Owner shall issue to the contractor the completion certificate after verifying from the completion documents submitted by the contractor and satisfying himself that the work has been completed in accordance with the construction drawings and the contract document. The contractor, after obtaining the completion certificate, is eligible to present the final bill for the work executed by him under the terms of the contract. The work will not be considered as complete and taken over by the Owner until all the temporary works, labour hutments etc. Are removed and the work site cleared to the satisfaction of the consultant. If the contractor fails to comply with the requirements of the above on or before the date for the completion of the works, the Owner may, at the expense of the contractor, remove the tools and plants and surplus materials and dispose off the same and the contractor shall pay the amount of all expense incurred.

B) Payment of Indian Agency Commission:

Indian Agency commission will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. Payment shall be paid in Indian Rupees to the Indian Agent on successful commissioning of the equipment

C) Payment of Turnkey, if any:

Turnkey payment will be made to the manufacturer's agent in Indian rupees indicated in the relevant Price Schedule.

22. Delay in the Supplier/Contractor's performance

22.1 The Supplier/Contractor shall deliver of the goods and perform the services under the contract within the time schedule specified by the Owner/Consignee in the List of Requirements and as incorporated in the contract

22.2 Subject to the provision under GCC clause 26, any unexcused delay by the Supplier/Contractor in maintaining its contractual obligations towards delivery of goods and performance of services shall render the Supplier/Contractor liable to any or all of the following sanctions:

- (i) Imposition of liquidated damages,
- (ii) Forfeiture of its performance security and
- (iii) Termination of the contract for default.

22.3 If at any time during the currency of the contract, the Supplier/Contractor encounters conditions hindering timely delivery of the goods and performance of services, the Supplier/Contractor shall promptly inform the Owner /Consignee in writing about the same and its likely duration and make a request to the Owner/Consignee for extension of the delivery schedule accordingly. On receiving the Supplier/Contractor's communication, the Owner/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of Supplier/Contractor's contractual obligations by issuing an amendment to the contract.

22.4 When the period of delivery is extended due to unexcused delay by the Supplier/Contractor, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

- (a) The Owner/Consignee shall recover from the Supplier/Contractor, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier/Contractor has failed to deliver within the delivery period

stipulated in the contract.

- (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- (c) But nevertheless, the Owner/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

22.5 The Supplier/Contractor shall not dispatch the goods after expiry of the delivery period. The Supplier/Contractor is required to apply to the Owner/Consignee for extension of delivery period and obtain the same before dispatch. In case the Supplier/Contractor dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the Owner.

23. Liquidated damages

23.1 Subject to GCC clause 26, if the Supplier/Contractor fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Owner/Consignee shall, without prejudice to other rights and remedies available to the Owner/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 5 % of the contract price. Once the maximum is reached Owner/Consignee may consider termination of the contract as per GCC 24. During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.

24. Termination for default

- 24.1 The Owner/Consignee, without prejudice to any other contractual rights and remedies available to it (the Owner/Consignee), may, by written notice of default sent to the Supplier/Contractor, terminate the contract in whole or in part, if the Supplier/Contractor fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Owner/Consignee pursuant to GCC sub-clauses 22.3 and 22.4.
- 24.2 In the event of the Owner/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Owner/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Supplier/Contractor shall be liable to the Owner/Consignee for the extra expenditure, if any, incurred by the Owner/Consignee for arranging such procurement.
- 24.3 Unless otherwise instructed by the Owner/Consignee, the Supplier/Contractor shall continue to Perform the contract to the extent not terminated.

25. Termination for insolvency

- 25.1 If the Supplier/Contractor becomes bankrupt or otherwise insolvent, the Owner reserves the right to terminate the contract at any time, by serving written notice to the

Supplier/Contractor without any compensation, whatsoever, to the Supplier/Contractor, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Owner/Consignee.

26. Force Majeure

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the Supplier/Contractor shall not be liable for imposition of any such sanction so long the delay and/or failure of the Supplier/Contractor in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 For purposes of this clause, Force Majeure means an event beyond the control of the Supplier/Contractor and not involving the Supplier/Contractor's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non - performance or delay in performance. Such events may include, but are not restricted to, acts of the Owner/Consignee either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- 26.3 If a Force Majeure situation arises, the Supplier/Contractor shall promptly notify the Owner/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Owner/Consignee in writing, the Supplier/Contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding ten days, either party may at its option terminate the contract without any financial repercussion on either side.
- 26.5 In case due to a Force Majeure event the Owner/Consignee is unable to fulfill its contractual commitment and responsibility, the Owner /Consignee will notify the Supplier/Contractor accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

27. Termination for convenience

- 27.1 The Owner/Consignee reserves the right to terminate the contract, in whole or in part for its (Owner's/Consignee's)convenience, by serving written notice on the Supplier/Contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Owner/Consignee The notice shall also indicate interalia, the extent to which the Supplier/Contractor's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 27.2 The goods and services that are complete and ready in terms of the contract for delivery and performance within fifteen days after the Supplier/Contractor's receipt of the notice of termination shall be accepted by the Owner/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Owner/Consignee may decide:
- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices.
 - b) To cancel the remaining portion of the goods and services and compensate the Supplier/Contractor by paying an agreed amount for the cost incurred by the Supplier/Contractor towards the remaining portion of the goods and services.

28. Governing language

- 28.1 The contract shall be written in English language following the provision as contained in ITB clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

29. Notices

- 29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 29.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

30. Resolution of disputes

- 30.1 If dispute or difference of any kind shall arise between the Owner/Consignee and the Supplier/Contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within eleven days of its occurrence, then, unless otherwise provided in the SCC, either the Owner/Consignee or the Supplier/Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Owner/Consignee and a domestic Supplier/Contractor relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Ministry of Law and Justice, appointed to be the arbitrator by the Executive Director, NABI. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakh (Rs. 1,00,000/-)
- 30.2 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued i.e. Mohali.

31. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

SECTION - V
Special Conditions of Contract:

These special conditions are meant to amplify the general specifications and general conditions of contract.

1. If any discrepancy is noticed between these conditions and specifications, general conditions of contract, drawings etc., the order of precedence would be mentioned in the contract document.
2. Inspection of Site: The contractor must visit site before giving tender and must get acquainted with the working conditions. They should include in their rates all preliminary works required before and during execution of allotted works.
3. Work in Patches and Different shapes, Cement Slurry under flooring etc.: Even if not specifically mentioned in the schedule of quantities, including preamble of Schedule of quantities, the contractor shall be deemed to have allowed necessary materials, labour, tools and plants etc., required for satisfactory completions of the items of work as indicated in the tender document/drawings/specifications. Rates quoted also apply for work in patches, strips, small or large areas and for different shapes. The rates for the flooring shall include the cost of cement slurry at bases where required as per specifications.
4. All materials to be used in execution of project shall be first class quality, I.S.I. marked and shall be approved by Owner/consultant before its application.
5. The contractor shall be paying all testing charges required for testing of materials and samples as and when taken by Owner /consultant. The contractor shall arrange necessary labour and transportation to facilitate testing of samples/ materials. Frequency of testing materials/ samples shall be as per related I.S. codes.
6. The work should be carried out in truly professional manner, neatly finished with proper line, level and plumb. Cleanliness and finishing of the job is of utmost importance. Hence the job should be done most carefully with best workmanship. For all finishing jobs samples should be approved from the consultant/owner before completely executing the work.
7. The contractor shall get all the necessary statutory clearance, certificates from the concerned govt department at his own cost. Contractor should ensure that all jobs carried are necessarily in compliance with the applicable statutory norms from govt departments like Fire, Environment, Municipal Corporation etc.
8. The Owner/consultant should be immediately informed for any discrepancy in drawings, specifications and instructions in the execution of job at site before actual execution of particular item having discrepancy.
9. Any item found to be having been executed with poor workmanship or materials of inferior quality then the contractor shall have to rectify/reconstruct the work as specified by Owner/consultant. No extra charge will be admissible in such case. If contractors fails to do so, the Owner/consultant reserved the right to rectify reconstruct the through some other agency at the expenses of contractor
10. The schedule of activities as submitted by the contractor shall have to be strictly adhered to. Regular progress reports shall have to be submitted by the contractor giving all details for monitoring of the schedule.

11. The contractor shall take charge of site and if site clearance is involved, he shall attend to it.
(If such type of unforeseen and unavoidable situation occurs, in that case actual labour employed for such job shall be paid including overheads and profit).
12. The work shall be carried out in a manner so, as not to damage the existing structure and the working should be such that there is minimum disturbance in the adjoining working area.
13. Special care is to be taken for cleanliness of the site. After the end of day's work the site should be cleaned immediately.
14. The materials to be used for work are to be stacked at location as shown by the site engineer.
For handling of materials, temporary scaffolding may be constructed (if required).
15. The contractor shall have to co-operate with the agencies executing other work in the same area.
16. While executing the work, the contractor shall ensure safety and security of the property of the Owner so as to avoid theft etc.

SECTION - VI

PROJECT SITE RULES

1. GENERAL DEFINITION

Contractor: The Person or Party who has entered into a contract for undertaking certain jobs or work as may have been specified in relation to the bounds of the project or in connection therewith & includes their sub-contractors, if any.

Engineer: The Construction Manager of the Project or his nominee.

2. GENERAL CONDITIONS

The Contractor shall start work on the site only after obtaining permission / clearance certificate from the Engineer. The Engineer will issue a Clearance Certificate for all jobs, its duration & the specific precautions necessary will be made known to the Contractor. The Contractor shall comply with the Clearance Certificate & will signify his acceptance by signing the same. He shall inform all the employees & sub-contractors, if any, regarding the content of the clearance Certificate, and ensure compliance.

3. LOCATION OF TEMPORARY SHEDS / STRUCTURE

No temporary shed / structure, as workshop or stores otherwise, shall be put up by the Contractor without obtaining permission from the Engineer regarding the location of the shed & the type of construction of the shed, and the purpose for which it is to be used.

4. EXCAVATION

No excavation shall be started without the written permission of the Engineer. The contractor should check with Client / engineer on any information of running underground utilities if any & shall also explore for the same on his own so as to avoid any damage to the utility and mishap.

5. WORK ON ROOFS

The Contractor shall not have access to existing roofs, if any, without the written permission of the Engineer. Work on roof shall be carried out by observing necessary safety precaution including using safety belts & catwalks.

7. SUSPENSION OF WORK

If the Contractor is found by the Engineer / Owner not complying and / or persisting in noncompliance with safety requirements or with statutory obligations, the Engineer may suspend his work at any time by notice in writing, and the work shall not be resumed unless and until the Engineer shall have cancelled in writing his suspension order. The Engineer / Owner decision in this matter shall be final. No claims arising from such suspension shall be made by the Contractor.

8. FIRE

a. The Contractor shall take every precaution and use all reasonable means to prevent an outbreak of fire and shall tender immediate assistance in case of fire.

b. All inflammable & combustible materials shall be stored at site strictly as directed by the Engineer.

c. No fires shall be lit nor welding done in respect of specified areas without the written permission of the Engineer.

d. The Contractor shall report immediately to the Engineer any outbreak of fire in or near the Contract site after ensuring use of firefighting equipment.

e. Smoking on site is not permitted, but may be allowed in restricted areas as may be authorized by the Engineer.

f. There should be reasonable number & appropriate types of, working / operable fire extinguishers available at the site.

g. The contractors must have adequate number of fire fighting trained staff on site.

9. ACCIDENTAL DROPPING OF MATERIAL

- a. The Contractor shall take all reasonable steps to safeguard all persons and plant from the accidental dropping of tools or materials.
- b. No material shall be dropped deliberately from a height except with the permission of the Engineer, who will require the contractor to rail off the area and display suitable notices and post a man whose sole duty is to see that no person enters the danger areas.

10. STAGING

- a. Properly completed staging with safe means of access shall be provided by the contractor for all work that cannot be done from the ground or with other safe means of support.
- b. The Engineer shall have the right to reject any staging or scaffolding considered by him as unsafe and require the Contractor to effect necessary improvement before using such staging or scaffolding.
- c. No claim arising from the Engineer's rejection of any staging or scaffolding shall be made by the Contractor.

11. SAFETY HELMETS, BELTS, SHOES & GOGGLES (Personal Protective Equipment)

The Contractor must provide all his employees / workers working overhead or in other hazardous jobs, with safety belts, Safety helmets, goggles, safety shoes or other footwear as and when directed by the Engineer and ensure their regular use by their employees/ workers to prevent accidents. The safety belts and other equipment as stated above must be subject to inspection and approval by the Engineer.

12. FIRST AID

The Contractor must have arrangement for rendering necessary first-aid in case of accidental injuries. They must provide with first-aid boxes containing items as specified in the Factories Act and Rules framed there-under and keep them in a conspicuous place where it is easily accessible.

13. REPORTING OF ACCIDENTS

The Contractor shall report immediately to the Engineer any accident or dangerous occurrence involving his men or equipment.

14. BARRIERS

All construction areas in or near the existing plant, building access routes or thoroughfare, lift well entrance etc. shall be adequately protected with barriers.

15. IONIC RADIATIONS

The Contractor shall not consign or bring to the Site any radioactive substance, nor use thereon such substance, or any X-Ray apparatus until he has obtained written instructions with regard to such use from the Engineer.

16. ELECTRICAL SAFETY CONDITION

The Contractor shall appoint a competent person holding PWD Electrical License, which shall be valid for Mohali, Punjab, as Electrical Supervisor and this appointment is subject to the satisfaction of the Engineer. This supervisor will be responsible for the control of all maintenance and repairs to any electrical switchboard, distribution board, hand tools etc., and no other unauthorized person must be allowed to touch these. All the electrical equipment must have appropriately rated plug pins, naked wire will not be allowed.

a) Supplies

If the Authorities supply electricity, it will be provided at a point, which would be determined by the Engineer. The supply would be 3 Phase 4 wire, 415/230V, 50Hz. The provision of all connections and equipment required beyond this point shall be the responsibility of the Contractor and be in accordance with these Safety Conditions and comply strictly with the current Indian Electricity Rules.

b) Electrically operated Hand Tools.

All electrically operated hand tools will be periodically inspected by the Contractor and properly earthing / Grounding prior to their use.

c) Fuses and Equipment belonging to the Project. In no circumstances shall be Contractor tamper with the fuses and electrical equipment belonging to the Project Authority.

- d) Before the Contractor connects any electrical equipment to any power source belonging to the Project Authority he shall:
- Satisfy the Engineer that the equipment is in good condition.
 - Inform the Engineer, in writing, of the maximum current required and the voltage and phase of the equipment.
 - Obtain the written permission of the Engineer detailing the power sources to which the equipment may be connected.
 - Satisfy the Engineer that the cabling to all equipment are of adequate sizes for the power required, have earth conductors in addition to metallic armoring overalls and fitted with suitable connections.
 - Satisfy the Engineer that any electrical distribution system which he proposes to install and any electrical instrument he proposes to use, will not endanger persons or property.

e) Care of cable

No electric cable, which is used by the Project Authority, shall be disturbed without prior permission of the Engineer. No weight of any description shall be imposed on any such electric cable nor any staging, ladder or similar equipment shall rest against or be attached to it.

f) Drilling Holes etc

Contractors shall not drill or cut plant, structure or building floor for fixing of cable racks etc., without the permission of the Engineer.

g) Road and Rail Crossing

While taking underground cables under roads and rail tracks already completed, the job shall be made complete the same day without leaving it to be followed up the next day. Exemption from such restriction shall only be allowed by the Engineer, in exceptional cases.

h) Danger Notice

While working on circuits having voltage over 380V suitable warning labels should be posted, such as "Danger-440V - Work in Progress" etc.

i) Care of equipment

No totally enclosed electrical equipment shall be left open or unsecured at the end of the day's work.

j) Work at Night

Contractor's employees will not be allowed to work on energized circuits at night unless special permission to the contrary has been obtained from the Engineer.

k) Electricity - "Power & water for erection & commissioning by OWNER as free issue".

17. RULES FOR CONTRACTORS WORKING AT THIS SITE

Observance of rules

The Contractor shall explain to each of his employees / sub-contractors, the Site Rules in a language understood by the employees. The Contractor shall be responsible for the compliance by his employees and those of his sub-contractors with the Site Rules and must ensure their compliance without fail.

18. ACCESS TO SITE

a) Control at Gates

Access to the Site shall be through specified gates only. All Contractors' employees shall be checked by watchmen engaged on behalf of the Project Authority and posted at the gates.

b) Identification of Contractors/Sub-Contractors and their employees The Contractor shall arrange to issue a token to be specified by the engineer to each of his workers. The Contractor shall also issue an identification card with photograph affixed to each of his employees/ workers as per approved specimen.

Access to the Site will be allowed only on production of the token and the identification card, as the case may be. The Contractor must ensure that their employees/ workers display the tokens on their person and carry their identity cards at all times at all times while in the Project Site.

c) Withdrawal of identification Cards

When a person ceases to be employed by the Contractor, or his entry into the site becomes forbidden, the Contractor shall withdraw the token and the identification card from such person and confirm to the Engineer his having done so for security reasons, so that the Engineer may in turn inform the Project

Authority's security.

SECTION - VII

CONTRACTORS OBLIGATION UNDER STATUTORY LAWS

1. COVERING EMPLOYMENT OF WORKERS

a) The Contractor shall comply with all applicable statutes, as applicable in respective countries, like:

Contractor Labour (Regulation and Abolition) Act, 1970

Employees' State Insurance Act, 1948

Employees' Provident Funds & Miscellaneous Provision Act, 1952

Factories Act, 1948

Payment of Wages Act, 1936

Minimum Wages Act, 1948

Workmen's Compensation Act, 1923

Such other regulations as may be applicable to their workers.

b) The Contractor shall indemnify and keep the Owner indemnified against all claims, damages, losses and expenses that may arise on account of non-compliance of any of the aforesaid regulations.

c) The Owner reserves the right to withhold payments to Contractor [including subcontractor of Contractor] in the event of the Contractor [including sub-contractor of such Contractor] not Complying with the provisions of any of the aforesaid regulations."

d) Consistent with the requirement of Contract Labour (Regulation and Abolition) Act and Rules framed thereunder or otherwise when required by the Engineer, the Contractor shall deliver to the Engineer or at his office a Return or returns in such form/ forms and at such intervals as may be prescribed showing in detail the names of the individuals and the numbers of the several categories of labour engaged by the Contractor/ Sub-Contractor on the Project Site from time to time and such information in respect of the construction of the plant as the Engineer may require, besides statutory and other information as may be required from time to time. In this connection the Contractor shall maintain such Register and issue such Employment Card and Service Certificate to its works, as also maintain such Muster Roll and Register of wages etc., in such forms as may be prescribed and required of him by law or otherwise by the Engineer.

2. HOURS OF WORK

The Contractor must ensure that their employees conform to such timings (starting, finishing and meal breaks) as prescribed by law for time being in force and observe such norms and rules of discipline on Site as may be specified by the Engineer. While working outside the normal working hours prior written permission of the Engineer is required even though such working may be within the framework of law for the time being in force.

3. STORAGE & CARE OF MATERIALS

The Contractor shall store his plant and materials only in areas allowed to him by the Engineer. The Contractor shall make no claim on PROJECT Authority for any loss or damage thereto caused by whatever source or reason. The Contractor shall be responsible for keeping the site clear and tidy to the satisfaction of the Engineer. Pieces of wood, packing box, timber, shuttering planks, brickbats, excavation spoil, etc. will not be allowed to remain scattered on the site. Such and any other rubbish must be disposed of as they arise in manner as approved by the Engineer. In disposing of the waste, the Contractor shall comply with all applicable regulations at their own cost & all Owner/ Company identifiers shall be removed before the waste is to be transported to the disposal site.

4. REMOVAL OF MATERIALS ETC. FROM SITE

No plant, tools or materials, whether belonging to the Contractor or otherwise, shall be removed from the site unless a pass for it has been issued by the Engineer.

All material leaving the site shall be subject to examination by security staff deployed on Project Authority's behalf, even if this necessitates unloading and reloading, at Contractor's cost. The Contractor shall not take away from the site any samples, plans or drawings which are the

property of Project Authority.

5. PARKING OF VEHICLES

The Contractor or his employees shall park their vehicles, including personal cars, only in areas allocated by the Engineer. Parking of vehicles at any other place shall not be permitted. All the Trucks, trawlers shall have blocks to their wheels when parked.

6. WASTAGE OF WATER

If Project Authority provides water to the contractor, the Contractor shall ensure that no water is wasted in any manner. He shall use press-type taps, if the Engineer so directs, to prevent loss of water arising from his employees leaving the taps open.

7. FEMALE WORKERS

Contractor shall not engage under any circumstances a woman worker except between 6.00 am to 7.00 PM.

8. EATING AT SITE

The Contractors shall ensure that their employees take their food only at specified places to be notified by him. Eating on the job site shall not be permitted.

9. LIVING ON SITE

Contractor's employees will not be allowed to live on the site. The overall security of the entire site will rest in Watch and Ward deployed on Project Authority's behalf and no employee of the Contractor shall be allowed to remain on site without the prior permission of the Engineer/Client.

10. INFECTIOUS DISEASE

The Contractor shall report to the Engineer any cases of infectious disease amongst his employees and shall immediately remove such cases from the Site.

11. ACCIDENTS

All accidents to Contractor's employees or to any other person in the project Site must be reported to the Engineer immediately by the Contractor. The Contractor shall be responsible for complying with all statutory requirements in case of any accident involving his employees.

12. RULES FOR CONTRACTOR'S EMPLOYEES

a. Materials taken from the Site

A Contractor's employee must not take any material out of the site, except with the written permission of the Engineer.

b. Searching by Security Staff deployed on Project Authority's behalf Members of the Security Staff at the gate and elsewhere have been authorised to search any person entering or leaving the site or during working hours, and also examine any vehicle, locker, bag, basket, can, parcel, or other container in the possession of any person on the Site.

c. Photographs

Taking of photographs of anything in the Work Site is strictly prohibited. However photographs showing progress of works may be taken by Contractor unless noted otherwise with official permission in writing from site engineer.

d. Intoxicating liquor or Drugs and disorderly behavior forbidden at the project site. Anybody observed under the influence of intoxicating liquor or drugs shall be refused admittance or may be ordered for eviction from site, and the Contractor shall ensure his removal.

e. Traffic Rules

A Contractor's employee must, while on site, observe the ordinary rules of the road. These are the same as those in general use outside the site, including the use of lights at night. He must observe speed limits and traffic rules imposed inside the site. He must, when cycling, keep to the roadway. A bicycle shall not carry more than one person at a time.

13. PRIVATE TRADING

A Contractor's employee must not conduct any form of private trading including money lending on the Site.

14. GENERAL

a. Unless otherwise specified and agreed to in writing by the Engineer, all expenses etc., involved in observing the provisions/ conditions laid down in these Site Rules and/ or covered by statutory requirements, will be to the account of the Contractors and no reimbursement etc., will be made by the Project Authority.

- b. The Project Authority will fully stand indemnified against any statutory or other lapses on Contractor's part, claims arising from his employees, statutorily allowed interval after termination of the contract/ work.
- c. The Project Authority reserves the right to amend or delete any of the above clauses or add new clauses, as and when deemed necessary by them and these will be binding on the Contractor.

SECTION - VIII

QUALIFICATION CRITERIA

1. The Bidder/Contractor Firm should possess all the necessary clearance from all the govt. authorities/departments for the related work as well as the regulatory affairs.
2. The Contractor / Firm should have previous experience in execution of similar works as detailed in the NIT.
3. The Contractor should produce completion certificates from the clients to this effect along with the tender.
5. The Contractor / Firm should have an Average annual turnover of Rs. 10.0 lacs in the last three years. The relevant Assessment order / IT certificate should be attached.
6. The Contractor / Firm should have completed as a Prime Contractor at least one similar work of not less than 80% of the tendered work OR 50% for two similar works OR 40% for three similar works during the last seven years. The required proof of completion certificate shall be attached. The experience certificate and Statement showing the value of existing commitments and ongoing works as well as stipulated period of completion, remaining for the each of the works listed shall be issued by the firm.
7. The Contractor / Firm should have adequate technical, quality control and quality assurance staff for executing the contract. They should provide an onsite supervisor with relevant experience.

S. No.	Designation	Name of Person	Qualification	Total Years of Experience	Years of Experience in current firm
1.	Site Supervisor				

SECTION - IX

TENDER FORM

(To be submitted on letter head by bidder)

To,

The Executive Director,
NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE
MOHALI.

Dear Sirs,

Having examined the tender document relating to the works comprising of the tender notice conditions of contract specification schedule of quantities etc. and having understood the provision and requirements relating to this project, having conducted a thorough study of the job location of site, soil strata, climatic conditions, transportation and communication facilities, availability and accessibility of materials and all other factors governing the project, I/we hereby submit our offer for the execution of the proposed work, in accordance with the terms and conditions and within the time period specified, in the tender document at the rates quoted by me/us in the accompanying schedule of quantities.

I/We undertake to do all extra works which may be assigned to us as a part of this contract at rates quoted in tender document.

If after tender document is accepted I/we fail to commence the execution of the works within 07 days, I/we agree that M/s. NABI shall have full authority to forfeit the earnest money.

I /We confirm having deposited earnest money of Rs. (Rs. only) by Demand draft no dated drawn on Bank branch attached hereto.

I/We further confirm that:-

- i) I/We have successfully carried out various project of similar nature and I/We have vast experience in handling projects of similar nature.
- ii) I/We have sufficient qualified manpower and necessary materials and equipments to execute the project efficiently.
- iii) The quoted rates shall be valid up to the completion of the project.
- iv) I/We further confirm that all chapters of the tender documents have been read understood and signed and there is no deviation/ discrepancy except that specification mentioned in deviation sheet enclosed with the tender.

.....
Signature of Tenderer
Name of firm :
Seal of firm :

SECTION-X
LIST OF APPROVED MAKES/MANUFACTURERS

S.No	List of Materials	Approved Make
1	ACB -Draw out type (LT)	Schneider/Merlin-Gerin Master Pact NW range with Micrologic 2.0/6.0 A releases /ABB E-Max PR122 Release/ L&T U power with UWMT x 3.5 EC releases / Siemens 3WL with ETU45B + LSING + current display breaker.
2	MCCB	Schneider/Merlin-Gerin/L&T/Siemens with built in protection releases
3	Multifunction/Digital meter	Conserv, SEMS, Elmeasure or equivalent standard make
4	Control wiring	Finolex, R R Kabel, Havells, Polycab, Bonton or equivalent standard make
5	Control MCBs	Merlin Gerin – multi 9, Legrand, Hager, Siemens or equivalent standard make
6	LT cable	RPG/Polycab/Ecko/KEI
7	Cable lugs	Dowells/3-D
8	Cable Gland	Double Compression type- Comet/Cosmos/Standard Metal Industries

SECTION - XI

GENERAL TECHNICAL SPECIFICATIONS

1. LT PANEL

The LT panels shall be fabricated from MS sheet steel 16 gauge and shall be of compartmental design. The main supporting framework shall be of angle iron or of heavier gauge sheet metal. The panel shall be self-supporting design, dust and vermin proof, dead front and fully inter locked with isolating switches. The panel-mounted switches shall have Interlock defeat for testing and inspection.

The board frames shall be fabricated using suitable mild steel structural sections or pressed & shaped cold rolled sheet steel of thickness not less than 2.0mm. The frames shall be enclosed by cold rolled sheet steel of thickness not less than 1.65 mm, smoothly finished, leveled & free from flaws. Doors & covers shall be made of cold rolled sheet steel of thickness not less than 1.65 mm. Stiffeners shall be provided wherever necessary.

The panel shall be powder coated comprising of seven tank pre treatment, degreasing and de-scaling in sulphuric acid etc & shall be finished with powder coated paint over two coats of red oxide primer powder coating synthetic enamel paint for smooth finish. The color of paint shall be battle-ship grey or as directed. The panel shall be designed so as to facilitate inspection, cleaning and repairs. The clearance between phase to phase and phase to earth or metal parts shall be as per relevant IS standards.

The metering instruments like volt meter, ammeter etc. shall be flush mounted and shall be of 1.0 class accuracy and of standard design size shall be 96 mm x 96mm. The panel shall have separate cable ally and a bus bar chamber.

All Incoming / outgoing feeders shall have neutral link of appropriate capacity in the compartment of switching device.

Wiring inside the switchgear shall be carried out with 1100 V grade, single core PVC insulated, stranded copper conductor wires.

Minimum size of conductor for power circuit is 4.0 Sq.mm.

Minimum size of conductor for control circuit is 1.5 Sq.mm.

The size for CT circuit wiring should be of 2.5 Sq.mm.

The Panel shall be tested at site before commissioning. The Panel drawings shall be got first approved from Owner before taking up for fabrication.

All wiring inside the panel shall be done with switchboard copper conductors/cables solid copper links. The insulators for supporting the Bus-Bars shall be epoxy based cast resin. All hinged doors shall be earthed with flexible braided copper earth. An earth bus of copper shall be fixed along the length of the panel at the lower section. Adequate ventilation for the panel shall be provided.

The name plates for each feeder shall be of engraved design and pasted to the respective switch gear. The letters shall not be less than 10mm size for individual feeders and not less than 18 mm for the main feeders. All switchgear to be mounted in the panel shall be as per schedule of quantities.

1.1 Bus Bars

Busbars shall be made of high conductivity, high strength Aluminium of ETP grade. Busbars shall be of rectangular cross sections suitable for full load current for phase bus bars and full rated current for neutral bus bar. Bus bar shall be suitable to withstand the stresses of fault level of specified system.

The bus bars shall be supported on non-breakable, non-hygroscopic epoxy resin or glass fiber reinforced polymer insulated supports able to withstand operating temperature of 110°C at regular

intervals, to withstand the forces arising from a fault level as stipulated in schedule of quantities. The material and the spacing of the bus bar supports should be same as per the type tested assembly.

The minimum clearances to be maintained for enclosed indoor air insulated bus bars for medium voltage applications shall be as per IS guidelines. The bus bar shall be as per current density of Aluminium 0.8A/Sq.mm Cross Section area.

The bus bar shall be housed in separate compartment and shall be isolated with 3 mm thick FRC sheet to avoid any accidental contact. The bus bar shall be arranged such that min. clearances between the bus bars are as mentioned below:

Between phases – 27 mm minimum

Between phase and neutral – 25 mm minimum

Between phase and earth – 25 mm minimum

Between neutral and earth – 23 mm minimum

The busbar and interconnection shall be insulated with heat shrinkable PVC sleeves and shall be colour coded in Red/Yellow/Blue/Black/Green to identify the three phases / neutral and earth of the system. The busbar shall be supported on nonbreakable, non-hygroscopic epoxy resin or glass fiber reinforced polymer insulated supports at sufficiently close intervals to prevent busbar sag and shall effectively withstand electromagnetic stresses in the event of short circuit capacity of 50KA RMS symmetrical fault for 1 sec and peak short circuit withstand of 105KA minimum. All busbars shall be fully screened by means of PVC sleeves in their own compartment running throughout the length of the Panel. Suitable allowance should be made for bus expansion.

All busbar connections shall be done by drilling holes at factory in busbars and connecting by chromium plated bolts and nuts. Additional cross section of busbar shall be provided in all panels to cover up for the holes in the busbars. Spring and flat washers shall be used for tightening of bolts.

1.2 MCCBs

General

Moulded-Case Circuit Breakers (MCCB) shall comply with IS 13947: 1993 standards.

- they shall be of utilisation category A on all the operational voltage range – till 250A and category B on all the operational voltage range – for any rating with adjustable short time delay (if specified) with a rated service breaking capacity (Ics) equal to the ultimate breaking capacity (Icu) up to 500V for the greater ratings.
- they shall have a rated operational voltage of 690 V AC (50/60 Hz).
- they shall have a rated insulation voltage of 800 V AC (50/60 Hz).
- they shall be suitable for isolation, as defined by IS 13947: 1993 for the Overvoltage Category IV for a rated insulation voltage up to 690 V .

MCCBs shall be designed according to Eco-design complying with ISO 14062 especially MCCB's materials shall be of halogen free type. They shall be supplied in recyclable packing complying with European Directives. The manufacturer shall implement non polluting production processes that do not make use of chlorofluorocarbons, chlorinated hydrocarbons, ink for cardboard markings,etc.

MCCBs shall be available in plug-in versions in 3-pole and 4-pole versions. A safety trip shall provide advanced opening to prevent connection and disconnection of a closed circuit breaker. MCCBs shall be designed for both vertical and horizontal mounting, without any adverse effect on electrical performance. It shall be possible to supply power either from the upstream or downstream side MCCBs shall provide class II insulation between the front and internal power circuits.

Construction, Operation, Environment

For maximum safety, the power contacts shall be insulated in an enclosure made of a thermosetting material from other functions such as the operating mechanism, the case, the trip unit and auxiliaries. All poles shall operate simultaneously for circuit breaker opening, closing and tripping. MCCBs shall be actuated by a toggle or handle that clearly indicates the three positions: ON, OFF and TRIPPED. In order to ensure suitability for isolation complying with IS 13947: 1993:

- the operating mechanism shall be designed such that the toggle or handle can only be in OFF position (O) if the power contacts are all actually separated.
- in OFF position, the toggle or handle shall indicate the isolation position.

Isolation shall be provided by a double break on the main circuit. MCCBs shall be able to receive a device for locking in the "isolated" position, with up to 3 padlocks, O8 maximum. MCCBs shall be equipped with a "push to trip" button in front to test operation and the opening of the poles. MCCB rating, "push to trip" button, performances and contact position indication must be clearly visible and accessible from the front, through the front panel or the door of the switchboard.

Current Limitation, Discrimination, Durability

All the MCCBs shall be equipped with a tripping unit microprocessor type. MCCBs shall comprise a device, designed to trip the circuit-breaker in the event of high-value short-circuit currents. This device shall be independent of the thermalmagnetic or electronic trip unit. MCCBs, the current ratings of which are identical with the ratings of their trip units, shall ensure discrimination for any fault current up to at least 35 kA rms, with any downstream circuit-breaker having a current rating less or equal to 0.4 times that of the upstream circuit-breaker. The electrical durability of MCCBs, as defined by IS 13947: 1993 standard.

1.3 INSTRUMENT TRANSFORMERS

All CTs will be dry type. All current and voltage transformers shall be completely encapsulated cast resin insulated type suitable for continuous operation at the temperature prevailing inside the switchgear enclosure, when the switchboard is operating at its rated condition and the outside ambient temperature is 50°C.

All instrument transformers shall be able to withstand the thermal and mechanical stresses resulting from the maximum short circuit and momentary current ratings of the associated switchgear. All instrument transformers shall have clear indelible polarity markings. All secondary terminals shall be wired to a separate terminal on an accessible terminal block where starpoint formation and earthing shall be done.

All CTs utilized in metering circuit will be of class 1.0 & burden of 10 VA minimum wherever not specified. All CTs utilized in protection circuit will be of class 5P10 & burden of 10 VA minimum wherever not specified. All CTs shall be earthed through a separate earth link.

2.CABLES:

Cables shall conform to latest **IS 1554-1988**. Cables shall be heavy duty, armoured, PVC insulated & PVC sheathed 1.1 KV grade aluminum. The bending radii of cables shall be as per manufacturers instructions and in no case it shall be less than 12 times the overall diameter of the cable.

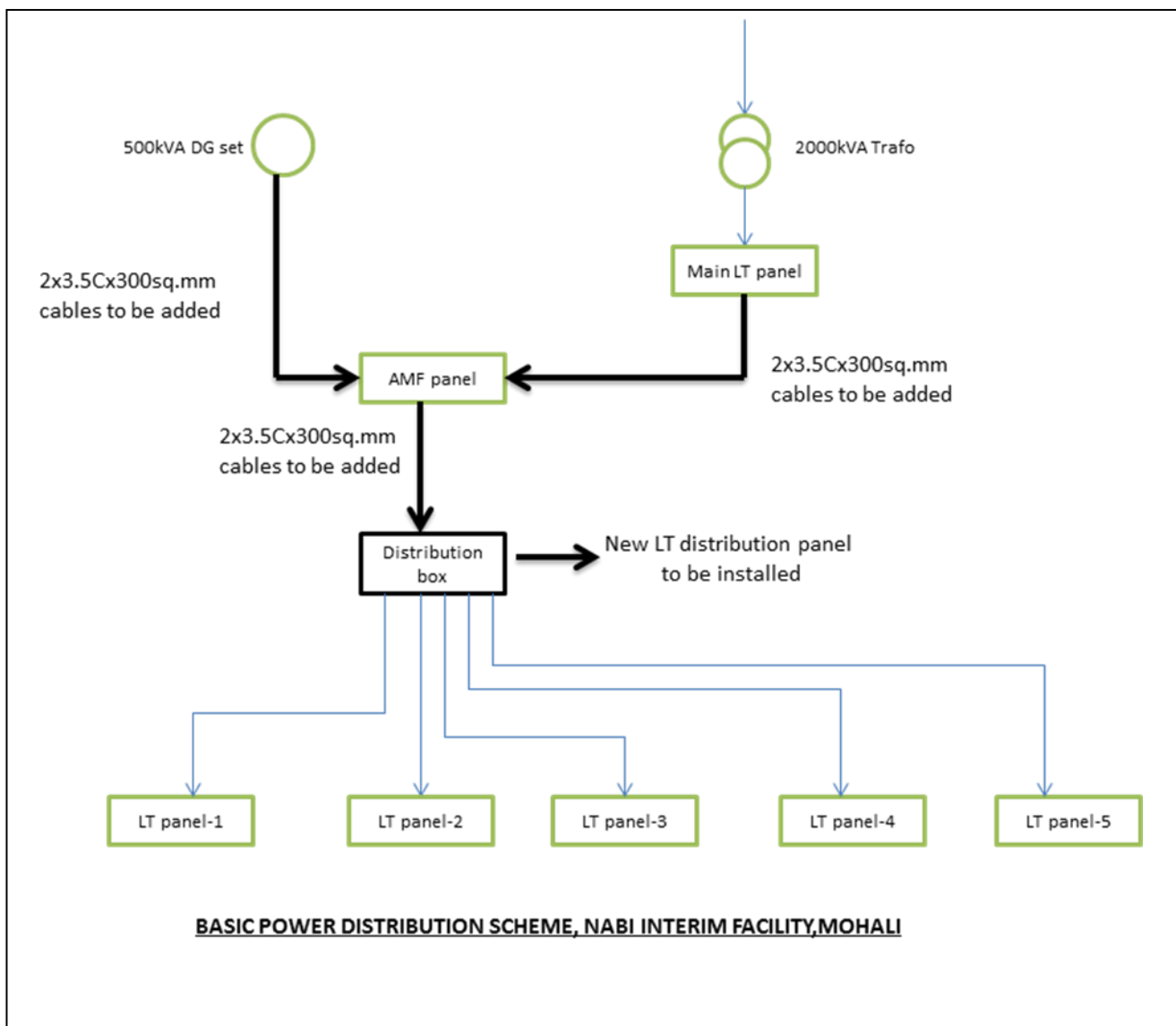
Cable shall be so installed that they are not subject to mechanical damage. If there is a bend in the cable laid, care has to be taken to prevent undue compression of insulation. This applies also to the top of vertical runs of longer than 5 meters where there could be compression caused by the weight of unsupported vertical cables. Cables may rest without fixing in horizontal runs or ducts or trunkings. The cables run in cable trays shall be fixed with cable ties at intervals of not more than 30cms. No

joints in the cables shall be permitted unless the cables exceed the standard drum length. Joints if so necessary shall be located in accessible position.

Termination of the cables shall be done with heavy duty copper/Aluminum lugs and brass cable glands. Cables laid under ground shall be to a minimum depth of 750mm. It shall be ensured that cables laid underground are free of water lines, sewage lines etc. The trenches shall be at least 30cm wide & filled with 10cms thick of layer of dry sand on which the cable shall be laid. Further, 10cms thick river sand layer shall be put on the cable over which a brick layer shall be kept. The trench shall then be back filled with soft earth, rammed and consolidated to original level. Cable route indicators made up of CI shall be laid at intervals of 20 meters and at all change in directions.

For cables laid on walls aluminum tags shall be fixed showing the size of the cable and the feeder number of the cable. These tags shall be at each end and at least one or two places at intermediate positions.

SECTION-XII
SINGLE LINE DIAGRAM



SECTION-XIII(If-Applicable)
BANK GUARANTEE FORMAT FOR EMD

Whereas (Hereinafter called “the tenderer”) has submitted their offer dated for the supply of (Hereinafter called “the tender”) against the Owner’s tender enquiry No. _____

KNOW ALL MEN by these presents that WE
(Name of bank) of (Name of country), having our registered office at
(Address of bank) (Hereinafter called the “Bank”), are bound unto
..... (Name of Owner) (Hereinafter called “the Owner”) in the sum of for which payment will and truly to be made to the said Owner, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of..... 20.....

THE CONDITIONS OF THESE OBLIGATIONS ARE:

- 1.If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
2. If the tenderer having been notified of the acceptance of his tender by the Owner during the period of its validity.
3. If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
4. Fails or refuses to accept/execute the contract.

WE undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the Owner having to substantiate its demand, provided that in its demand the Purchase will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

The guarantee should remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

Name and Designation of the Officer
Seal, Name & Address of the Bank and
address of the branch

SECTION – XIV(if applicable)

MANUFACTURER'S AUTHORIZATION

To

Executive Director,
National Agri-Food Biotechnology Institute,
Mohali, Punjab

Dear Sirs,

Ref.: Your TE document No. _____, dated _____

We, _____ who are proven and reputable manufacturers of _____ (Name and description of the goods offered in the tender) having factories at _____, hereby authorize Messrs _____ (Name and Address of the agent) to submit a tender, process the same further and enter into contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs _____ (Name and address of the above agent) is authorized to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty as applicable as per clause 15 of the GCC, read with modifications, if any, in the special conditions of contract (SCC) for the goods and services offered for supply by above firm against this TE document.

Yours faithfully..

(Signature with date, name and designation)

For and On behalf of Messrs _____

(Name and Address of the manufacturer)

NOTE:

1. The letter of authorization should be on the letterhead of the firm and should be signed by competent/authorized person.

SECTION - XV
BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To

Executive Director,
National Agri-Food Biotechnology Institute,
Mohali, Punjab

In consideration of Executive Director, National Agri-Food Biotechnology Institute called "NABI" having awarded to M/s _____

_____ a company registered under the Companies Act 1956 (hereinafter) called the Contractor, a contract for (hereinafter) called the said contract under the terms and conditions of an Agreement dated _____ made between NABI and the Contractor hereinafter called the said agreement and NABI agreed to accept the said agreement and the Contractor as herein provided for Rs. _____ (Rupees _____ only) from a Scheduled Bank towards due performance of the contract by the Contractor as per the terms and conditions of the contract on the condition that the Bank on demand from NABI and without demur pay to NABI the aforesaid amount.

2. We, _____ Bank Ltd., (hereinafter referred to as the 'bank' do hereby undertake to pay to NABI and amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by NABI by reasons of any breach or breaches of any of the terms of conditions of the said agreement by the said contractor.

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

4. This guarantee shall come into force immediately and continue in force and remain valid till six months after the completion of all works under the said contract which according to the terms of the said contract, should be six months from the probable dated of completion viz., the _____ day of _____. If, however, the period of the completion of the works under the said contract is for any reason extended and upon such extension if the Contractor fails, before the terms of this guarantee expires, to furnish a fresh or renewed guarantee for the extended period, the Bank shall pay to NABI the said sum of Rs. _____

5. This guarantee shall not be affected by any change in the constitution of the Bank or of the Contractor.

6. Notwithstanding anything hereinafter contained, the liability of the Bank under this guarantee is restricted to Rs. _____ (Rupees _____ only) and the guarantee shall remain in force till _____ day of 20 _____ unless claim or demand under this guarantee is presented to the bank within six months from the date all the rights of NABI under this guarantee shall be forfeited and the Bank shall be released and discharged from all obligations hereunder.

SECTION - XVI
INTEGRITY PACT

(To be printed on Non-judicial stamp paper of Rs.50)

Integrity Pact Between

NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE (NABI) hereinafter called to as “**The Principal**”

And

..... hereinafter referred to as “**The Bidder/Contractor**”

Preamble

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

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

Section 1 - Commitments of the Principal

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

Section 2 - Commitments of the Bidder(s) / Contractor(s)

- (1) The Bidder(s) /Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution
 - A. The Bidder(s)/ Contractor(s) will not, directly or through any other person of form, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - B. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices,

specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

C. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

D. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “guidelines on Indian agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian Agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is annexed and marked an Annexure.

E. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidders(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s) / Contractor(s), from the tender process or take action as per the owner's norms.

Section 4- Compensation for Damages

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

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti corruption approach or with any other Public Sector enterprises in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per procedure mentioned in “Guidelines on Banning of business dealings.”

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

- (1) The Bidder(s)/ Contractor(s) undertake(s) to demand from all sub contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

- (2) The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and Sub contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders/ Contractors/ Sub Contractor

- (1) The Principal appoints competent and credible Independent External monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Executive Director, NABI.
- (3) The Bidder(s)/ Contractor(s) accepts that the monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) Contractor(s)/ sub Contractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor can in this regard demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The monitor will submit a written report to the Executive Director, NABI within 8 to 10 weeks from the date of reference or intimate to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensate on the same terms as being extended to/provide to Independent Directors on the NABI
- (8) If the Monitor has reported to the Executive Director, NABI as substantiated suspicion of an offence under relevant IPC/PC Act, and the Executive Director, NABI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 8 - Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Director, NABI.

Section 9 - Other provisions

- (1) This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mohali.

- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remained of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Principal)
Bidder/ Contractor
Office Seal

(For & on behalf of the
Office Seal

Place.....
Date

Witness 1:
(Name & Address) : _____

Witness 2:
(Name & Address): _____

SECTION - XVII
PERFORMANCE STATEMENT

A) Past Project Experience

Sr. No.	Year Awarded	Project Name	Scope of Work	Contract Value	Client Name and address	Delay in No. of days from the allocated time schedule (if any)
1.1						
1.2						
1.3						
1.4						
1.5						
1.6						
1.7						
1.8						
1.9						
1.10						

B) Ongoing Projects

Sr. No.	Year Awarded	Project Name	Scope of Work	Contract Value	Client Name and address	Delay in No. of days from the allocated time schedule (if any)
2.1						
2.2						
2.3						
2.4						
2.5						
2.6						
2.7						
2.8						
2.9						
2.10						

SECTION - XVIII
CHECK LIST

FORMAT/QUESTIONNAIR FOR COMPLIANCE OF TERMS AND CONDITIONS

Tender No.: _____

Due Date _____

NOTE:

1.Quotation will not be considered without submission of this format.

2. If a particular question is not at all applicable please write NA in compliance part in Col. No.4 below.

SNo	Terms & condition of Tender document	Whether acceptable(say 'Yes' or 'No' (preferably use Different-colour ink for 'No')	Deviation from tender terms, if any, with reasons for noncompliance or alternative condition quoted for
1	2	3	4
1	a) Whether EMD has been attached.		
	b) Please specify the form of EMD whether in the form of DD/bank guarantee or TDR/FDR (Please mention No., date & amount of EMD documents.) or Bid Security Format.		
	c) Whether the DD for Rs.500 has been attached in case of tender documents have been downloaded from website.		
2	a) Whether the Techno-commercial and price bids (for two bid tender system only) have been kept in separate envelopes duly marked with "Techno-commercial Bid" and "Price Bids" respectively.		
	b) Whether the tender No., Due date & Opening dates have been written outside all the envelopes.		
3	Whether technical literature/leaflets, detailed specifications & commercial terms & conditions etc. as applicable.		
	a) Whether prevailing rates of sales tax/service tax has been specified in the quotation. In case the tax component is not mentioned separately, it will be implied that the rates are inclusive of all taxes.		

5	Have you mentioned the validity period of the quotation as per our requirements		
6	a) Whether the firm is registered with ESI and copy of registration is attached.		
	b) Whether copies of last three job orders of the similar kind have been attached with the order copies.		
	c) Whether last 3 year IT return copy attached towards proof of average turnover.		
	d) Whether the firm is registered with Regional PF office (attach copy).		
7	Whether the firm has given the technical staff details as per the tender document.		
8	Whether the firm has gone through the Instructions to Bidder and agrees to the same.		
9	Do you agree with the terms of Contract?		
10	Do you agree for the completion of job within 21 Days or as per tender whichever is applicable?		
11	Do you agree with the payment terms?		
12	Attached tender form duly signed and stamped..		
13	Attached Integrity Pact duly signed and stamped.		
14	Have signed and stamped on all the bid documents and the tender documents.		

Signatures of the authorized signatory_____

Name of the signatory _____

Designation _____

Name & Seal of the quoting party_____

Dated:_____

SECTION-XIX
PRICE SCHEDULE

Name of the Bidder _____

Tender No. _____

Summary of Costs		
Sr.No	Description of job	Amount (in INR)
1	Supply, Installation, Testing and Commissioning of Capacity addition Electrical works at NABI interim facility, Mohali	
Total(Rs		

ELECTRICAL WORKS AT NABI, MOHALI

BOQ FOR CAPACITY ADDITION ELECTRICAL WORKS AT NABI INTERIM FACILITY, MOHALI					
S.No	Item description	Unit	Qty.	Unit price	Total price
1	<u>Supply, Installation, Testing and Commissioning of LT distribution panel</u>				
1.1	<u>Incomer-</u> (i) 1no. 1600A, 4pole, 433V, 50Hz, 50kA breaking capacity drawout type Air Circuit Breaker(ACB) with built-in microprocessor based releases for Over current(O/C), short-circuit(S/C) and earth fault(E/F) protection. (ii) 3no.s phase indicating lamps(R,Y,B) with 1no. digital Multifunction meter(MFM) indicating Line & phase values of current, voltage, PF, kW, kVA, kVAR etc.	set	1		
1.2	<u>Outgoings-</u> (i) 3no.s 400A, TPN, 433V, 50Hz, 36kA breaking capacity MCCBs and 3no.s 630A, TPN, 433V, 50Hz, 36kA breaking capacity MCCBs with builtin releases for Over current(O/C), short-circuit(S/C) and earth fault(E/F) protection. (ii) Each Outgoing feeder shall contain 1no. digital Ammeter showing line values of current in each phase(R,Y,B).	set	1		
1.3	<u>Busbars-</u> 1600 amps ,4 pole (50 KA) Aluminium bus bars with colour coded heat shrinkable insulating sleeves.	set	1		
1.4	<u>General requirements-</u> The panel should be compatible for bottom entry of cables and with necessary body earthing(copper) studs at two points on both sides of panel.	set	1		
2	<u>Cable laying & Termination work</u>				
2.1	Supplying and laying of 1100 volt grade XLPE insulated sheathed aluminium conductor armoured cable of size 3.5Cx300sq.mm. The cable laying work includes necessary excavation and backfilling and finishing of the layed area.	mtr.	240		
2.2	Cable end termination of the above 3.5Cx300sq.mm XLPE aluminium conductor armoured cables of 1100 volt grade including supplying and fixing of suitable cable glands & Cables lugs as applicable.	no.s	12		
3	<u>Existing distribution box dismantling & cable refixing works</u>				
3.1	The scope of work includes Dismantling of existing distribution box and connected cables along with refixing/connection of these cables to newly installed LT distribution panel.	set	1		

BOQ FOR CAPACITY ADDITION ELECTRICAL WORKS AT NABI INTERIM FACILITY, MOHALI					
S.No	Item description	Unit	Qty.	Unit price	Total price
4	<u>Earthing works</u>				
4.1	Supply, laying and fixing of 25x5mm Copper earthing strip with necessary connections to the newly installed LT panel	mtr.	20		

Note:

1. The above mentioned rates should be inclusive of all applicable taxes for supply & commissioning.
2. In case taxes are extra, please mention the same clearly in your bid in terms of value. Statements like "Taxes as applicable" shall be liable to rejection of bid.