

# **NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE**

**Department of Biotechnology,  
Ministry of Science & Technology  
(Govt. of India)**



## **TENDER NOTICE FOR AWARD OF ELECTRICAL WORK FOR TEMPORARY POWER DISTRIBUTION INSIDE NABI-CIAB MAIN CAMPUS SITE, SEC-81, MOHALI**

**TENDER NO.- NABI/7(16)/2010-Works**

**Tender Issued from: 28-05-14  
Last date of receipt of tender: 04-06-14, up to 3:00pm  
Tender Opening date: 04-06-14, at 3:30pm**

## **INDEX**

<b>S.No</b>	<b>Details</b>	<b>Page No.</b>
1	Tender Notification	3
2	NIT	4-8
3	Tender form-1	9-10
4	General Rules & Directions	11
5	Conditions of Contract	12-13
6	Clauses of Contract	14-16
7	Special conditions of Contract	17-18
8	Proforma of Schedules	19-23
13	Drawing	24

## **NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE(NABI)**

(Deptt. of Biotechnology, Ministry of Science & Technology, Govt. of India)

C-127, Industrial Area, Phase VIII, S.A.S. Nagar, Mohali-160 071. (Pb)

website: [www.nabi.res.in](http://www.nabi.res.in), Tel: 0172-2290300/140, Telefax: 0172-4604888

### **Short term Notice Inviting Tender**

### **Tender Ref No: NABI/7(16)/2010-Works**

Sealed Tenders in **Two parts [Part(A)-Technical Bid & Part(B)-Financial/Price Bid]** are invited on behalf of the Executive Director, NABI from the enlisted agencies/contractors who have executed similar works with State PWD's/MES/HUDA/PUDA/GMADA/BSNL/CHB/CPWD/PSU's/State, Central Govt./Autonomous bodies of State/Central Govt. for the award of **"Electrical work for Temporary Power distribution inside NABI-CIAB Main campus site, sec-81, Mohali"**.

1.	Issue of Tender documents	28-05-14
2.	Last date and time for submission of sealed Tender	04-06-14
4.	Estimated Value of Work	Rs.4,01,717/- approx.
5.	Cost of Tender Document	Rs.500/-
6.	Earnest Money Deposit	Rs.8,035/-
7.	Time for completion of work	03 weeks
NOTE: Offers received by FAX/email will be summarily rejected.		

For more details/information, kindly see the website: [www.nabi.res.in](http://www.nabi.res.in)

**Assistant Engineer-Electrical**

# NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE

## NOTICE INVITING TENDER

1. Item rate tenders are invited on behalf of Executive Director, NABI from the enlisted agencies/contractors who have executed similar works with State PWD's/MES/HUDA/PUDA/GMADA/BSNL/CHB/CPWD/PSU's/State, Central Govt./Autonomous bodies of State/Central Govt. for the award of **"Electrical work for Temporary Power distribution inside NABI-CIAB Main campus site, sec-81, Mohali"**.

1.1 The work is estimated to cost **Rs.4,01,717/-** only. This estimate, however, is given merely as a rough guide.

### **1.2 Criteria of eligibility for issue of tender documents**

1.2.1 Experience of having successfully completed works during last 07 years ending last day of the month previous to the one in which applications are invited.

**Three similar completed works, costing not less than the amount equal to 40% of estimated cost put to tender.**

**OR**

**Two similar completed works, costing not less than the amount equal to 60% of the estimated cost put to tender .**

**OR**

**One similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost put to tender.**

All amounts rounded off to a convenient figure.

**Similar work means the work of Electrical panel supply, Installation and Commissioning works along with the LT/HT cable laying and termination works including works for substations, External & Internal Electrification works etc.**

1.2.2 The Tenderer shall produce definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified above. Completion Certificates/proofs need to be enclosed.

2. Agreement shall be drawn with the successful tenderer on prescribed format by the Competent Authority. Tenderer shall quote his rates as per various terms and conditions laid down in the tender document.

3. The time allowed for carrying out the work will be **03 weeks** from the date of start as defined in schedule 'C' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

**4. The site for the work is available.**

5.(i)Tender documents will be issued from the office of Assistant Engineer-Electrical, NABI from 28-05-14 to 03-06-14 up to 5:00 pm, on payment of Rs.500/- as cost of tender OR can be downloaded directly from the website [www.nabi.res.in](http://www.nabi.res.in) (up to 04-06-14) and to be accompanied with a DD of Rs.500/- (Rupees Five hundred only) in favour of "National Agri-Food Biotechnology Institute" payable at Mohali as cost of tender documents.

(ii)Tender forms, NIT and all the Tender documents consisting of plans, specifications, the schedule of quantities of the works to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of Assistant Engineer-Electrical, NABI on all working days between 10:00am to 5:00pm.

(iii)Tenders will be issued to eligible State PWD's /MES/HUDA/PUDA/GMADA/BSNL/CHB/CPWD/PSU's/State,Central Govt/Autonomous bodies of State/Central Govt. contractors provided they produce definite proof from the appropriate authority of having satisfactorily completed similar works of magnitude above in criteria 1.2.

6.(i)Tenders shall be accompanied with tender cost of Rs 500/- in the form of Demand Draft in favour of "National Agri-Food Biotechnology Institute" payable at Mohali.

(ii)Tenders shall be accompanied with Earnest money of **Rs.8,035/-** in cash (up to Rs.10000/-)/Receipt Treasury Challan/Deposit at Call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank issued in favour of "National Agri-Food Biotechnology Institute" payable at Mohali.

(iii) **Submission of Tender-** The tender should be submitted in the envelopes as detailed below:

**1. Envelope -1 marked as Technical Bid containing the following-**

- a) Draft of Rs.500/- as cost of tender documents(if downloaded from website).
- b) Envelope containing EMD of Rs.8,035/- in the prescribed format(i.e., DD/cash receipt, as the case may be)
- c) Documents related to eligibility criteria i.e., Completion certificates/proofs of the similar works completed.
- d) Tender form-1
- e) Tender terms & conditions, clauses & Technical specifications, schedules etc.
- f) Enlistment/registration certificate of the firm.

**2. Envelope-2 marked as Financial/Price Bid containing the following-**

- a) This shall contain the price for the execution of the works specified as per schedule-A.

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 which will be received by the Institute by 3:00 PM on 04-06-14 and will be opened on the same day at 3:30 PM.

7. The contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule 'C'. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'C'. including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

8. The description of the work is as follows:

**Electrical work for Temporary Power distribution inside NABI-CIAB Main campus site, sec-81, Mohali**

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the type of system(so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed.

The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.

9. The Competent Authority does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

10. Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

11. The Competent Authority reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

12. The tender for the works shall remain open for acceptance for a period of ninety(90) days from the date of opening of tenders/Ninety days from the date of opening of financial bid in case tenders are invited on 2/3 envelop system (strike out as the case may be) if any tenderer withdraws his tender

before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.

13. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting/Competent Authority shall within 07 days from the stipulated date of start of the work, sign the contract agreement consisting of:-

a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued/downloaded at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

b) Tender form-1

14. No price preference to any corporate society/Registered society, Govt. Public Sector undertakings / bodies shall be given and tenders shall be exclusively dealt with on merit.

15. The contractor shall comply with the provisions of the Apprentices Act 1961, minimum wages Act 1948, Workmen's compensation Act 1923, contract labour (Regulation and Abolition Act 1970), payment of wages Act 1938, Employer's liability Act 1938, Maternity Benefits Act 1961, Employee's State Insurance Act, 1948, Employees Provident Fund Act, 1952 and the Industrial disputes Act 1947 as applicable and the rules and regulations issued there under and by the local Administration/ Authorities from time to time as well all provisions of law applicable to workmen. Failure to do so shall amount to breach of the contract and the Engineer-in-Charge may at his discretion terminate the contract. The Contractor shall also be liable for any pecuniary liability arising on account of violation by him of any of the said Acts and shall indemnify the Institute on that account. Institute will not be liable for any act or omission on the part of the contractor in so far as any violation of any of the aforementioned acts.

16. Each tenderer shall submit only one tender; either by him or as partners in a joint venture. A tenderer who submits or participates in more than one tender will be disqualified.

17. Unless otherwise stated, the contract shall be for the whole work as described in the "Schedule of items/quantities of Works" and the drawings. The contractor shall be bound to complete the whole work as described in the schedule of items of works and the drawings, including additional items, if any, as per drawings and instructions. The issuance of certificate of completion as issued by the Engineer-in-Charge shall be mandatory and will be conclusive proof of completion of work.

18. Interpretations, corrections and changes to the Tenders Documents shall be made by Addendum, if required.

19. Each Tenderer shall ascertain prior to submitting his Tender that he has received all Addenda issued and he shall so acknowledge their receipt in his Tender.

20. The provisions in the Tender documents shall govern over the contents of the above paragraphs if in contradiction or variation.

23. All pages of the Tender should be page numbered and indexed.

24. It is the responsibility of tenderer to go through the tender document to ensure furnishing all required documents in addition to above, if any.

**25. The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.**

26. 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.

27. Tender sent by fax/telex/electronically shall be ignored.



**NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE**

**Item Rate Tender & Contract for Works**

(A) Tender for the work of:- **Electrical work for Temporary Power distribution inside NABI-CIAB Main campus site, sec-81, Mohali**

(i) To be submitted by 15:00 hours on 04-06-14 to the Executive Director, NABI

(ii) To be opened in presence of tenderers who may be present at 15:30 hours on 04-06-14 in the office of the Executive Director, NABI

Issued to\* : \_\_\_\_\_

Signature of officer issuing the documents\* : \_\_\_\_\_

Designation\* : \_\_\_\_\_

Date of Issue\* : \_\_\_\_\_

\*Not to be filled if tender is downloaded from website.

**TENDER**

I/We have read and examined the notice inviting tender, schedule A, B, C, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Institute within the time specified in Schedule 'C' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in General Rules and Directions and in Clauses of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

We agree to keep the tender open for ninety (90) days from the due date of its opening / ninety days from the date of opening of financial bid in case tenders are invited on 2/3 envelop system (strike out as the case may be) and not to make any modification in its terms and conditions.

A sum of Rs.8,035/- is hereby forwarded in cash/receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the Executive Director, NABI or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that the

Executive Director, NABI or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in the Institute in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated:

Signature of Contractor

Witness:

Postal Address

Address:

Occupation:

## **GENERAL RULES & DIRECTIONS**

1. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.
2. 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.
3. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
4. Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.
5. The Contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule 'C'. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.
6. Sales-tax/VAT, service tax, purchase tax, turnover tax or any other tax applicable in respect of this contract shall be payable by the Contractor and Institute will not entertain any claim whatsoever in respect of the same. The bidder shall give the total composite price inclusive of all Central & State's levies and taxes i.e. Excise Duty, Service Tax, Sales Tax, Purchase Tax, Turnover Tax, Works Contract Tax etc.  
  
If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.
7. The tender for the work shall not be witnessed by a contractor or contractors who himself/ themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

## CONDITIONS OF CONTRACT

### Definitions

1. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between competent authority on behalf of the Executive Director, NABI and the contractor, together with the document referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
  - a) The expression **works** or **work** shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
  - b) The **site** shall mean the land/ or other places like building etc. on into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
  - c) The **contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such, individual, firm or company.
  - d) **Institute** shall mean the National Agri-Food Biotechnology Institute(NABI), Mohali.
  - e) **Administration** shall mean the administration of NABI, Mohali.
  - f) **Local authority** shall mean the municipal corporation of Mohali and shall also deemed to include any other body or department of the administration.
  - g) **Accepting Authority** shall mean the authority mentioned in Schedule 'C'.
  - h) **Engineer-Incharge** shall mean the Assistant Engineer-Electrical.
  - i) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers.
  - j) **Department** means National Agri-Food Biotechnology Institute, Govt.of India.
  - k) **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.
  - l) **Tendered value** means the value of the entire work as stipulated in the letter of award.

- m) **Date of commencement of work:** The date of commencement of work shall be the date of start as specified in schedule 'C' or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.

### **Works to be carried out**

3. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

### **Sufficiency of Tender**

4. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

### **Discrepancies and Adjustment of Errors**

5. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
- 5.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed:-
- a) Description of Schedule of Quantities.
  - b) Particular Specification and Special Condition, if any.
  - c) Drawings.
  - d) CPWD Specifications with upto date amendments.
  - e) Indian Standard Specifications of B.I.S.
- 5.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 5.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
- 5.4 In case of any conflict/discrepancy on any specification or item to be executed or any other issue related to the contract, the CPWD guidelines shall be referred to for the same with further recommendations and approvals of the Competent Authority.
6. No payment for the work done will be made unless contract is signed by the contractor.

## **CLAUSES OF CONTRACT**

### **1. Compensation for Delay**

If the contractor fails to maintain the required progress in terms of clause 2 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'C' (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified or that the work remains incomplete.

#### **➤ Compensation for delay of work: @1 % per week of delay(to be computed on per day basis)**

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 5% of the Tendered Value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Institute.

### **2. Time and Extension for Delay**

The time allowed for execution of the Works as specified in the schedule 'C' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in schedule 'C' or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Institute shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

### **3. Payment terms**

After the completion of work i.e., up to the satisfaction of Engineer-In charge, the contractor shall submit the First & Final bill along with the detailed measurement sheets as supporting documents to the Owner/Institute. The Institute after verification shall release the payment within one month from the date of receipt of bill from the contractor. All release of payments to the contractor are subject to proper checking, verification of measurements and physical completion of work. Statutory deductions as per the contract and Govt. rules shall be made in all the payments made to the contractor.

### **4. Work to be executed in accordance with specifications, drawings, orders etc.**

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in respect of the work given by the Institute.

## **5. Deviations/Variations Extent**

The Institute shall have power(i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Institute and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor.

## **6. Foreclosure of contract**

If at any time after acceptance of the tender, Institute shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Institute shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Institute for the items which could not be utilized on the work to the full extent in view of the foreclosure.

## **7. Suspension of Work**

(i)The contractor shall, on receipt of the order in writing of the Institute, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Institute may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

- (a) on account of any default on the part of the contractor or;
- (b)for proper execution of the works or part thereof for reasons other than the default of the contractor; or
- (c) for safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Institute.

## **8. Resolution of disputes**

19.1 If dispute or difference of any kind shall arise between the Owner/Institute and the Contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

19.2 If the parties fail to resolve their dispute or difference by such mutual consultation within one month of its occurrence, then, unless otherwise provided in the conditions/clauses of contract, either the Owner/Institute or the 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/Institute and a domestic 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/-).

19.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued i.e., Mohali.

#### **9. Applicable Law**

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



### **SPECIAL CONDITIONS OF CONTRACT**

- 1) The work should be carried out in a 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.
- 2) 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 the respective concerned departments.
- 3) The Owner/Institute 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.
- 4) 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 Engineer-In-charge. No extra charge will be admissible in such case. If contractors fails to do so, the Institute reserved the right to rectify reconstruct the through some other agency at the expenses of contractor.
- 5) While executing the work, the contractor shall ensure safety and security of the property of the Owner so as to avoid theft etc.
- 6) Anything not specifically mentioned in the Schedule-A or Tender conditions & specifications, but required for the proper functioning of the system shall be considered part of the scope of contractor.
- 7) The Warranty/Defect Liability period after the completion of works will be 12months(from the date of completion recorded or handing over of the system-whichever is later).In addition to this, extended warranty for switchgears etc. as given by the manufacturer will also be applicable. Warranty will be inclusive of all accessories and Turnkey work and it will also cover all wearable & non-wearable components. Replacement and repair will be under taken for the defective goods.
- 8) Upon receipt of notice during the warranty/Defect liability period, the Contractor shall, within 48 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. The Supplier/Contractor shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Owner/Institute for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions.
- 9) If the Contractor, having been notified, fails to respond to take action to repair or replace the defect(s) within 48 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 Contractor and without prejudice to other contractual rights and remedies, which the Owner may have against the Contractor.

- 10) The Institute reserve the rights to enter into Annual Comprehensive Maintenance Contract with the Contractor for the prescribed period(by Competent Authority) after the completion of warranty period.
- 11) The tenderer shall not modify, edit or alter any tender clause/condition before submission as such tenders are liable to be rejected by the Competent Authority.
- 12) All the works shall be carried out as per CPWD specifications with upto date amendments.

## **PROFORMA OF SCHEDULES**

### **Schedule-A**

#### **(Schedule of Quantities)**

S.No	Item description	Unit	Qty.	Rate (in Rs.)	Amt. (in Rs.)
1	Supply, laying & fixing of one number XLPE, unarmoured power cable of 1.1kV grade of following size on wall surface/poles etc. with clamps etc. as required at site.(Make: Polycab/KEI/Havells)				
1.1	3.5Cx50sq.mm	mtr.	450		
2	Laying and fixing of one number PVC insulated and PVC sheathed/ XLPE power cable of 1.1 KV grade of following size on wall surface/poles etc. as required at site.(Upto 35 sq. mm)				
2.1	4Cx25sq.mm	mtr.	130		
2.2	4Cx16sq.mm	mtr.	130		
2.3	3Cx16sq.mm	mtr.	25		
3	Supply, Installation,Testing and Commissioning of outdoor type LT Double Door Feeder Pillar, made out of 14/16 SWG CRCA sheet, totally enclosed, free standing, floor mounting, dust and vermin proof,weather proof, outdoor type(FEEDER PILLAR), compartmentalised, suitable for operation on 3 phase and neutral, 415 V, 50Hz AC system with Aluminium busbars, including internal wiring with suitable size wires/cable. Suitable for bottom entry of cables, incorporating incoming MCCB and outgoing feeders comprising of MCBs/MCCBs complete with three phase and neutral Al. busbars duly supported and enclosed at top or bottom, earthing bar inside the panel with earthing terminals at both ends.The panel shall be provided with mounting Base Frame made of Angle Iron size 50 x 50 x 6 mm x 600 mm Long . The construction of panels shall be strictly as per standard specifications.The Installation of Feeder Pillar complete in all respects as per site requirement incld. all cost of material for Grouting F.P. at site.				
	<b>INCOMER:</b>				
	1 no. 4P MCCB, 125 Amp.,36 kA with builtin releases for O/C, S/C & Earth fault protection, Spreaders Links & front operated Extended Rotary Handle(Make:Schnieder/L&T/ABB)				

S.No	Item description	Unit	Qty.	Rate (in Rs.)	Amt. (in Rs.)
	1 set of metering with Digital Multifunction Meter indicating Line & phase values of current, voltage, PF, kW, kVA, kVAR etc.(Schnieder/L&T),	set	1		
	1 set RYB Phase Indicating lights LED type				
	1 set 125/5A Current Transformer.				
	1 set SPMCB,10kA for metering protection				
	<b>OUTGOINGS:</b> (Make: Schneider/L&T/ABB)				
	1 no. 63A MCB, TPN with Digital Energy Meter				
	1 no. 63A MCB, TPN				
	1 no. 25A MCB, TP				
	1 no. 16A MCB, TP				
	3 nos. 32A MCB, TPN				
4	Supplying and making end termination with brass compression gland and aluminium lugs for following size of PVC insulated and PVC sheathed/ XLPE aluminium conductor cable of 1.1 KV grade as required.(Make:for Glands-Comet/SMI & for lugs: Dowells/Comet)				
4.1	3.5Cx50sq.mm	each	2		
4.2	4C x 25 sq. mm	each	2		
4.3	4Cx16 sq. mm	each	4		
4.4	3C x 16 sq.mm	each	2		
5	Earthing with G.I. earth plate 600 mm X 600 mm X 6 mm thick including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe of 2.7 metre long etc. with charcoal/ coke and salt as required.	set	2		
6	Providing and fixing 25 mm x 5 mm G.I. strip on surface or in recess for connections etc. as required.	mtr.	10		
7	Supply and erection of 2-Stepped steel tubular swaged and welded pole of suitable length conforming to I.S. 1161- 1979 (UTS 42 kgf/mm sq.) to fixed up to a required planting depth below ground level. The gap between the pole and muff is to be filled with 1:2:4 cement concrete as per site requirement.				
7.1	Overall length <b>10 metre</b> , with planting depth 2.0 metre, length of sections 3 metrex100mm dia , 7 x 75 mm dia metre (Bottom and Top respectively), with approximate weight <b>108kg</b> .	nos.	10		

S.No	Item description	Unit	Qty.	Rate (in Rs.)	Amt. (in Rs.)
7.2	M.S.Bracket made of 50x50x5mm angle iron with Hook & MS Flat clamp of required size for hanging the cable with stay wire, fixing with the clamp on the required height on the above pole.	nos.	10		
8	Erection of existing MS poles for supporting cables as per the site requirement.	nos.	5		
9	Providing & Fixing of 8 SWG G.I. wire clipping along with the cable with the help of 16/18 SWG GI wire for hanging the cable on Poles as per the site requirement.	mtr.	400		
10	Supply & erection of stay set consisting of 19/20mm dia. 2.4 metre long G.I. stay rod duly threaded upto 300mm at one end and shaped on the other end. MS plate size 30cm x 30cm x 6mm with 20mm dia.hole drilled in the centre of the plate G.I. stay wire size 7/10 SWG, G.I. thimble for stay, binding, Egg/Strain insulator, MS elbow made out of 16mm plain sheet and a piece of 50mm x 50mm x 6mm size 20cm long angle iron made to the shape as approved by Engineer-in-charge. Stay set complete shall be fixed to the pole by providing suitable size full clamps made out 50mm x 6mm size MS flat with required number of nut and bolts 16mm dia. on one end and shall be embedded in the on the other end. The stay plate shall be covered with cement concrete having total volume of the concrete not less than 0.042Cum. The job shall include excavation of pit and back filling and after pouring concrete with excavated soil etc. as approved/desired by the the Engineer-in-charge.(ref: Punjab PWD CSR-2010 chapter no.33.35)	nos.	8		
11	Total Amt.(in figures)				
12	Total Amt.(in words)				

# The rates shall be inclusive of all taxes & duties.

## **SCHEDULE-B**

Reference to General Conditions of contract.

**Name of Work : Electrical work for Temporary Power distribution inside NABI-CIAB Main campus site, sec-81, Mohali**

**Estimated cost of work : Rs.4,01,717/-**

- (i) Earnest Money : Rs.8,035/-
- (ii) Performance Guarantee : 5% of tendered value

## **SCHEDULE –C**

**GENERAL RULES & DIRECTIONS : Officer inviting tender: Assistant Engineer-Electrical**

### **Definitions :**

- (i) Accepting Authority : **Executive Director, NABI**
- (ii) Department : **National Agri-Food Biotechnology Institute (NABI), Mohali**
- (iii) Standard Contract Form : **Tender form-1**
- (iv) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance **07** days
- (v) Maximum allowable extension beyond the period provided in (v) above **05** days

### **Clause 1**

Authority for fixing compensation under clause 1 : **Executive Director, NABI**

### **Clause 2**

Whether Clause 2 shall be applicable : **Yes / No**

### **Clause 5**

Number of days from the date of issue of letter of Award for reckoning date of start of work : **07 days**  
Time allowed for execution of work : **03 weeks**

Authority to decide:

- (i) Extension of time : **Executive Director, NABI**

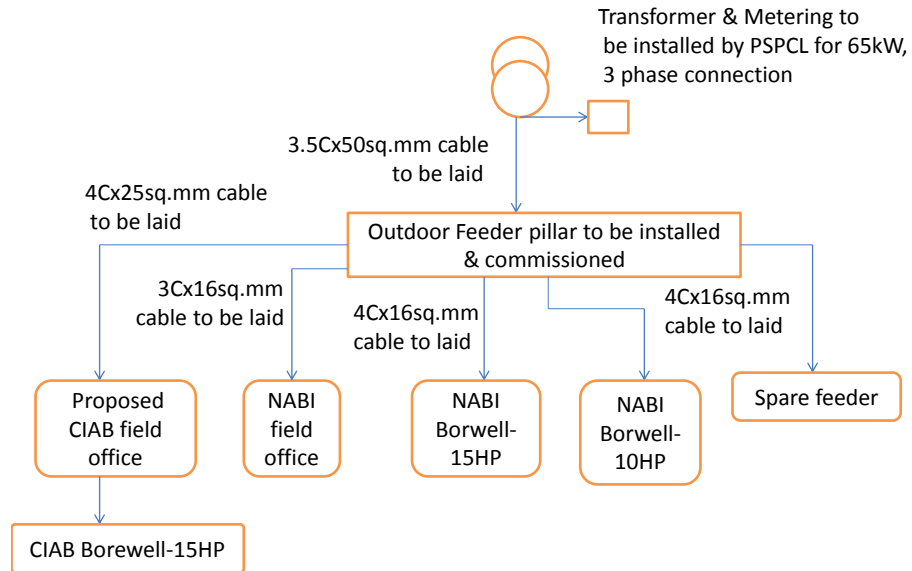
### **Clause 6**

Clause applicable – 6 (for Measurements of Works done)

**Clause 10**

Specifications to be followed for execution of work : (i) NIT specifications  
(ii) CPWD specifications with upto date amendments  
(iii) Bureau of Indian Standards wherever no such specifications exists in Sr.No. i) & iii).

## DRAWING



**SCHEMATIC DIAGRAM FOR THE ELECTRICAL WORK REQD. FOR THE 65kW ELECTRICITY CONNECTION  
AT NABI-CIAB MAIN CAMPUS, SEC-81, MOHALI**