



## 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:0172-2290100 - Fax: 0172- 4604888

### NOTICE INVITING TENDERS

Open Tender Notice No:NABI/7(7)/2010-Works

(To be opened on 28th March, 2011)

**Final Specifications after Pre-bid meeting**  
**(Date of Pre-bid meeting: 18<sup>th</sup> March 2011)**

**In Item No: 25, (3.13) EARCUSTPIP: Description " P/F 25mm\*4mm copper earth strip in Pipe" to be read as "P/F 25 mm\*5 mm copper earth Strip in Pipe"**

**Changes in the Pre-bid modifications are highlighted in red colour. Please refer the Bill of Materials and quote accordingly before the due date and time.**

National Agri-Food Biotechnology Institute (NABI), Mohali, is desirous of engaging contractor(s) for a project related to the execution of Tissue Culture & Food Technology laboratory having floor area of about 12000 sq. ft. on 1st floor in the institutional building of NABI located at C-127, Phase VIII, Industrial Area, SAS Nagar, Mohali, Punjab, as under:

Sr. No.	Tender No	Name of Work	Cost Of Tender Document (Rs.)	Estimated Cost of Work (Rs.)	EMD (INR)
1.	Tender Notice No. No:NABI/7(7)/2010-Works	PROVIDING ELECTRICAL WIRING, BUSBAR TRUNKING, FITTINGS & FIXTURES AND TELEPHONE & LAN CABLING FOR TISSUE CULTURE AND FOOD TECHNOLOGY LABORATORY ON THE FIRST FLOOR HAVING APPX. AREA OF 12000 sq. ft.	1,000/-	46 Lacs	92000.00 (Ninety Two Thousand Only)

**Pre- Bid Conference** is scheduled to be held on **18<sup>th</sup> March at 11:00 AM** at Board Room, NABI, Mohali and the **last date of receipt of completed tender in NABI is 28<sup>th</sup> March, 2011 till 12:30 PM**. Changes in the technical specifications and terms & conditions if any, for the above item after pre-bid, will be posted on the NABI website.

For details regarding Tender Documents, Broad Scope of Work, etc., kindly visit our website <http://www.nabi.res.in>.

NABI reserves the right to accept or reject any offer in part or full without assigning any reason.

Administrative Officer



## **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:0172-2290100 - Fax: 0172- 4604888

### **Section – I**

#### **NOTICE INVITING TENDERS**

**Open Tender Notice No:NABI/7(7)/2010-Works**

**(To be opened on 28th March, 2011 at 3:30 PM)**

National Agri-Food Biotechnology Institute (NABI), Mohali, is desirous of engaging contractor(s) for a project related to the execution of tissue culture & food technology laboratory having floor area of about 12000 sq. ft. on 1st floor in the institutional building of NABI located at C-127, Phase VIII, Industrial Area, SAS Nagar, Mohali, Punjab.

<b>S.no.</b>	<b>Tender No</b>	<b>Name of Work</b>	<b>Cost Of Tender Document (Rs.)</b>	<b>Estimated Cost of Work (INR)</b>	<b>EMD (INR)</b>
<b>1</b>	<b>Tender Notice No. NABI/7(7)/2010-Works</b>	<b>PROVIDING ELECTRICAL WIRING, BUSBAR TRUNKING, FITTINGS &amp; FIXTURES AND TELEPHONE &amp; LAN CABLING FOR TISSUE CULTURE AND FOOD TECHNOLOGY LABORATORY ON THE FIRST FLOOR HAVING APPX. AREA OF 12000 sq. ft.</b>	<b>1,000/-</b>	<b>46 Lacs</b>	<b>92000.00 (Ninety Two Thousand Only)</b>

- 1. Firms who full fill the criteria as given in the Technical Evaluation criteria Sheet are eligible to submit the Tender.**
- 2. 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.**
- 3. 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. 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 @ 10% 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 in addition, the contractor shall be required to deposit.**

#### **4. Submission of the Tender**

The Tender should be submitted in two envelopes as detailed below

##### **4.1 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 Rs1000/- towards cost of Tender Form if downloaded from website.**

B. The various Details regarding experience, financial standing etc. as detailed in the Technical Evaluation Criteria Sheet.

**4.2 Envelope – 2 – marked as – ‘PRICE BID (FINANCIAL BID)’**

This shall contain the Price for the supply and Commissioning of the Items.

**4.3** Both envelopes shall be placed in a third envelope and name of work, date of opening etc. shall be written on the cover.

**Note: CONTRACTORS WHO HAVE DOWNLOADED THE TENDER DOCUMENTS FROM THE WEBSITE, ARE REQUIRED TO ATTACH DEMAND DRAFT/PAY ORDER FOR Rs.1000/- (ONE THOUSAND 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.1000/- (Rupees One Thousand 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>**.

**Date of Pre- Bid Conference: 18<sup>th</sup> March at 11:00 AM at Board Room, NABI, Mohali.**

**Change in the technical specifications and terms & conditions if any, for the above item after pre-bid, will be posted on the NABI website. All venders are requested to quote accordingly.**

Last date of receipt of complete tenders is	: 28 <sup>th</sup> March, 2011 till 12:30 PM
The date of opening of technical bids is	: 28 <sup>th</sup> March, 2011 at 3:30 PM
Opening of Price Bids of technically qualified bids	: 02 <sup>th</sup> April, 2011 at 11:00 AM

**Administrative Officer**

## **PROJECT INFORMATION**

<b>1</b>	<b>Owner</b>	<b>NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE</b> ( (Department of Biotechnology Ministry of Science and Technology, Govt. of India)
<b>2</b>	<b>Project Title</b>	<b>PROVIDING ELECTRICAL WIRING, BUSBAR TRUNKING, FITTINGS &amp; FIXTURES AND TELEPHONE &amp; LAN CABLING FOR TISSUE CULTURE AND FOOD TECHNOLOGY LABORATORY ON THE FIRST FLOOR HAVING APPX. AREA OF 12000 sq ft.</b>
<b>3</b>	<b>Project Location</b>	MOHALI (PUNJAB)
<b>4</b>	<b>Project Site</b>	C-127, Industrial Area, Phage 8, SAS Nagar, Mohali, Punjab. Phone:0172-4604888 Fax: 0172-4011916
<b>5</b>	<b>Consultant</b>	<b>M/s MEDIAIDS, CHANDIGARH.</b>
<b>6</b>	<b>Nearest Railway Station</b>	CHANDIGARH
<b>7</b>	<b>Nearest Airport</b>	CHANDIGARH
<b>8</b>	<b>Time Allotted for completion</b>	03 (THREE) MONTHS 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 tender 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 (The Purchase)
- (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) "NSI C" 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, inter alia, 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 Mohali, Punjab.

### **2.3 Scope of work:-**

PROVIDING ELECTRICAL WIRING, BUSBAR TRUNKING, FITTINGS & FIXTURES AND TELEPHONE & LAN CABLING FOR TISSUE CULTURE AND FOOD TECHNOLOGY LABORATORY ON THE FIRST FLOOR HAVING APPX. AREA OF 12000 sq ft.

- Laying out External electrical wiring from mains to first floor panel.

- UPS electrical wiring as per the list of requirements.
- Internal electrical wiring of the complete first floor area.
- Providing fittings and fixtures as per the specifications.
- Laying of Busbar trunking as per the specifications.
- Laying of Telephone cables and LAN cables for the first floor and connecting the same to the main EPABX system at Ground floor.

**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
- 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/CMC 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

## **9. 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](http://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

## **10. 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) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish manufacturer’s Authorisation Form.
- v) Power of attorney in favour of the signatory of the tender document.
- vi) Documents and relevant details to establish in accordance with ITB clause 18 that the goods and allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- vii) Performance Statement as per section XVIII along with relevant copies of orders and end users’ satisfaction certificate.
- viii) List of Requirements as per Section XI filled up with all the details including Make, Model, etc. of the goods offered (without indicating any prices).
- ix) Certificate of country of origin by the bidder from abroad. (Chamber of commerce), wherever applicable.
- x) Checklist as per Section XVII.

**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 If the tenderer is eligible to quote for more than one schedule/ packages in the List of Requirements specified, the tenderer may submit the quotation in separate envelope for each package super scribing the package no and description on it. The price of each package complete in all respect will be evaluated and the L1 party will be identified package wise.
- 13.3 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
- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
  - 13.4.1 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 ware house 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;
    - f) the price of annual CMC, as mentioned in List of Requirements, and Price Schedule.
  - 13.4.2 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.
- d) the price of annual CMC, as mentioned in List of Requirements and Price Schedule

13.5 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed

13.6 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed

13.7 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.

13.8 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 no way 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 and CMC period.

#### **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 tenderer 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 EMD shall be forfeited fully if the contractor fails to start the work after the award. If any tenderer withdraws his tender within the tender validity period or makes any modifications in terms and conditions of tenders which was not acceptable to departments, then 50% of the EMD shall be forfeited.
- 19.6 Unsuccessful tenderer's ear nest 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 from the tenderer.
- 19.7 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.
- 19.8 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 before 0330 Hrs, 28<sup>th</sup> March, 2011 (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 ‘Technical Bid’ and ‘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 Para’s 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 clearing 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 Bid- Tender system as mentioned in para 21.6 above will be as follows. The Technical Bids are 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 and
- 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 judgement 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



## **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 In case the List of Requirements contains more than one schedule/ Package, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule/ package will not be considered if the complete requirements prescribed in that schedule/ package are not included in the tender. However, as already mentioned in ITB sub clause 13.2, the tenderers have the option to quote for any one or more schedules/ package.

## **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 and CMC 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, inter alia, 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.

#### **NOTE:**

Contractor to obtain approval of the calculations of the systems being provided prior to procurement. Contractor shall submit all detailed drawings to CONSULTANT 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. Variation 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 by up to twenty five (25) per cent, the quantity of goods and services (whole number) 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 the 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) inwriting, 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 theOwner, has been accepted, also briefly indicating therein 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 within sevenworking days from the date of receipt of this notification, failing which the EM D 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 E M D**

- 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 any thing 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 – III**  
**SPECIAL INSTRUCTIONS TO BIDDERS**

No special instructions are applicable.

**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. 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 @ 10% 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 in addition, the contractor shall be required to deposit.

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. 36months.

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 for CMC security 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. The CMC will commence from the date of expiry of the 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 for CMC security 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' 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 Clause 15.

## **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 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 prior to the execution of work. The decision given by the Consultant / 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 contractor shall submit the rate analysis of the item which shall be based on actual cost of work plus 10% as contractor's profit and overheads. The rates of such items shall be recommended by the consultant 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 consultant and in the format as specified by the consultant 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 36 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.

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 3 (years) years 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 7 (days) 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 7 (days) 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 along with its Indian Agent and the CMC provider 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 along with its Indian Agent and the CMC Provider 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 twenty-one 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.

20.5 The entry tax, if applicable, the exemption certificate will be issued.

## **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 and consultant'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 and consultant'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, 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(*minimum amount of interim bill should be Rs.10 lacs*) as decided by the Owner/consultant depending upon the quantity of work allotted. The bill should be in the proforma approved by the consultant/ 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 prelude 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. Mobilization advance to the extent of 10% of the contract value against Performance Bank Guarantee to be adjusted in interim bills on pro-rata basis.

b. All interim bills shall be paid within 20 days of their submission.

c. Final payments for works shall be released within 06 months of completion of work. If there are any disputes then the undisputed items shall be paid within the period as indicated.

**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 cheque. In no case, will the Owner be responsible if the cheque is misled 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 Provisional completion certificate:-** When the contractor successfully completes the works as per the contract, he shall be eligible to apply for provisional completion certificate in respect of the works. The Owner shall issue to the contractor the provisional completion certificate after verifying from the completion documents submitted by the consultant and satisfying himself that the work has been

completed in accordance with the construction drawings and the contract document. The contractor, after obtaining the provisional 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.

**D) Payment for Annual Comprehensive Maintenance Contract Charges (If Applicable):**

The consignee will enter into CMC with the Supplier/Contractor at the rates as stipulated in the contract. The payment of CMC will be made on half yearly basis after satisfactory completion of said period, duly certified by the consignee/Owner.

**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, interalia 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 occur hence 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 sixty 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 thirty 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 twenty-one 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 lakhs (Rs. 1,00,000/-)
- 30.3 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.

## **32. General/ Miscellaneous Clauses**

- 32.1 thing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/Contractor/its Indian Agent/CMC Provider on the one side and the Owner on the

other side, a relationship of master and servant or principal and agent.

- 32.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof
- 32.3 The Supplier/Contractor shall notify the Owner/Consignee /the Government of India of any material change would impact on performance of its obligations under this Contract
- 32.4 Each member/constituent of the Supplier/Contractor/its Indian Agent/CMC Provider, in case of consortium (if permissible by the contract conditions) shall be jointly and severally liable to and responsible for all obligations towards the Owner/Consignee/Government for performance of contract/services including that of its Associates/Sub Contractors (if applicable) under the Contract.
- 32.5 The Supplier/Contractor/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Owner/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract.
- 32.6 The Supplier/Contractor/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Owner/Consignee/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Supplier/Contractor/its associate/affiliate etc
- 32.7 All claims regarding indemnity shall survive the termination or expiry of the contract

**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 work such as jungle clearance, construction of temporary roads, cleaning rubbish, pumping out water where necessary to make the area fit for further work etc. (as applicable), to start work and also complete it.
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 before completely executing the work.
7. 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.
8. 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.
9. 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.
10. 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).

11. 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.
12. Special care is to be taken for cleanliness of the site. After the end of day's work the site should be cleaned immediately.
13. 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).
14. The contractor shall have to co-operate with the agencies executing other work in the same area. 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. INSPECTION OF CONSTRUCTION PLANT**

The Engineer shall have the right to inspect any construction plant & to forbid its use if, in his opinion, it is unsafe or dangerous to use, no claim arising therefrom shall be made by the Contractor. Any such rejected constructional plant shall be removed forthwith from the site by the Contractor if directed to do so by the Engineer.

**Lifting Gear**

- a. Lifting Machines, chains, ropes & lifting tackles used by the Contractor on site must conform to the following
- b. All parts must be of good construction, sound material & adequate strength & free from defects.
- c. Must be properly maintained, thoroughly examined & load tested and certified by the Contractor's competent person regularly. The same shall be submitted to the Engineer.
- d. No lifting machine & no chain, rope or lifting tackle should, except for the purpose of test, be loaded beyond safe working load, and this safe working load must be plainly marked on the gear concerned.

**6. 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 non-compliance 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 fire fighting 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 Licence, 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, handtools 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 the Contractor tamper with the fuses and electrical equipment belonging to the Project Authority.

d) Connections to project Authority's Power Sources (Not Applicable since the vendor is providing electricity, However, safety norms shall be followed) 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 armouring 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 Contractor's 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 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 factory 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 mandatorily have ESI registration with Regional Director ESI Corporation for qualification.
3. The Contractor / Firm should have previous experience in execution of similar work at site of Research Lab/Clean Room establishments/ pharma & biotechnology/ Hospital/ Diagnostic Laboratory or any other related kind of job and understanding of ISO cleanliness norms.
4. The Contractor / Firm should have earlier experience for at least 5 years in execution of electrical work in a clean room facility or similar kind of research lab or other setups as mentioned in the clause 3 above. The Contractor should produce completion certificates to this effect along with the tender.
5. The Contractor / Firm should have an Average annual turnover of Rs.50 lacs in the last three years. The relevant Assessment order / IT certificate should be attached.
6. The bidder/contractor should possess PF registration with Regional Provident Fund Commissioner in force.
7. The Contractor / Firm should have completed as a Prime Contractor at least one similar work of not less than 80% OR 50% for two similar works OR 40% for three similar works during the last five 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.
8. The Contractor / Firm should have adequate technical, quality control and quality assurance staff for executing the contract. They should provide an onsite project engineer with Degree/Diploma with 2yr/5yr experience respectively.

S. No.	Designation	Name of Person	Qualification	Total Years of Experience	Years of Experience in current firm
1.	Project Engineer Electrical				
2.	On Site Supervisor				
3.	Others (Pls Specify)				

## **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 15 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 :

## **MODIFIED TECHNICAL SPECIFICATIONS**

### **SECTION – X** **LIST OF APPROVED MAKES**

The following makes of equipment and materials shall be accepted, but the Contractor shall specify which material he would be using. Incase any make, besides the list given, is to be used, prior approval of the Client / Consultant is must.

Sl. No.	MATERIAL	MANUFACTURER / SUPPLIER
1	DX Condensing Unit	Voltas / Emerson / Samsung
2	Air Handling Units (Double Skin)	CRP / Citizen / Flaktwoods / Zeco / Edgeteck / Hi-Tech
3	Ventilation	CRP / Citizen / Zeco / Edgeteck / Hi-Tech
4	Cooling Coil	Flaktwoods / Citizen / CRP / Zeco / Edgeteck / Hi-Tech
5	Centrifugal Fan	Nicotra / Kruger / Airflow / Comefri
6	Motorised Actuator	Crompton / ABB / Siemens / Honeywell / Danfoss
7	V-Belt	Fenner / Supreme / Premier / Apollo
8	Insulation for Duct(Nitrile Rubber / EPE )	Armflex / Trocellen / Bardetell
9	Controls / Measurement Instrument ( Magnehelic Gauges)	Dwyer / Waaree / H-Guru / Sensocn
10	Grills / Diffusers	Carrier / Dynacraft / Cosmos / Anvin CRP / Ravistar / Tristar / Continental
11	Damper / Fire Damper	Carrier / Airflow/Anvin CRP / Tristar / Ravistar / Continental
12	Pre Filter / Fine Filter	Pyramid / CRP Group / Klenzoids
13	HEPA filters	CRP / Klenzoids / Pyramid/AAF
14	R A Riser	CRP / MK Precision / ETA/EMW
15	Strip Heaters	Dass pass / Escorts/KEPL
16	G.I. Sheet	Jindal / Tata / Hindalco
17	Air Shower	CRP / Klengzoids / Fabtech/ SSE
18	Garment Storage	CRP / Klengzoids / Fabtech/ SSE
19	Static Pass Box	CRP / Klengzoids / Fabtech/SSE
20	Dynamic Pass Box	CRP / Klengzoids / Fabtech/SSE
21	VRV/VRF System	Samsung/Daikin/Toshiba/Emerson

### **LIST OF MAKES(Compressor)**

SI No.	Discription	Make
1	AIR COMPRESSOR	CHICAGO-PENUMATIC / INGERSOLL-RAND / ATLAS COPCO / ELGI EQUIPMENT LTD.
2	PIPES	REMI / RATANMANI / TATA / JINDAL
3	PIPE FITTINGS	BHARAT FORGE / SANGHI IMPEX / NAVKAR / METAL UDHO
4	ISOLATIONS VALVE	COMAP / LEADER / KITZ

5	PRESSURE GUAGE	H-GURU / WIKA / WAREE/
6	PRESSURE REDUCING STATION	LEADER / HAWA / WAREE

#### LIST OF APPROVED MAKES (Fire Alarm)

SI No.	Discription	Make
1	SMOKE / HEAT DETECTORS	EDWARDS / APPOLO/SENSOR SYSTEMS/ FIRELITE
2	MANUAL CALL POINT(CONVENTIONAL TYPE)	EDWARDS / NOTIFIER/FIRELITE
3	SPRINKLERS	NEWAGE/HD/AQUA
4	ELECTRONIC HOOTERS	EDWARDS / APPOLO/ FIRELITE
5	CONTROL PANEL	EDWARDS / APPOLO/FIRELITE
6	RESPONSE INDICATOR	EDWARDS / APPOLO/FIRELITE
7	FAULT ISOLATION MODULE	EDWARDS / NOTIFIER/FIRELITE

#### LIST OF APPROVED MAKES(WTP)

SI No.	Discription	Make
1	PUMPS SET	GRUNDFOS / KSB / KISHOR /
2	MOTERS	KIRLOSKAR / NGEF / CROMPTON / GREAVES / SIEMENS
3	PIPES	TATA / JINDAL /RAVINDRA
4	PIPE FITTINGS	LLOYD / GENERAL ENGINEERING / Impex / Navkar
5	BUTTERFLY / BALL / GATE / VALVES	HAWA/ SIM/JORC
6	PRESSURE GUAGES	WAREE/ DYWER H-Guru
7	GRIP BOLTS	HILTI / FISCHER / GKW / TATA
8	BOLTS & NUTS	GKW / TATA / Fisher
9	GASKET	CHAMPION / N K Rubber / S P Rubber
10	WTP PLANT	MILLIPORE/ ELGA

#### LIST OF APPROVED MAKES(BMS)

SI No.	Discription	Make
1	BMS	TRENDS / HONEYWELL / SIEMENS / SAUTERS
2	ACCESS CONTROL SYSTEM	EL-DORADO/HONEWELL/PELCO

#### LIST OF APPROVED MAKE (PUFF PANELS, EPOXY etc.)

SI No.	Discription	Make
1	Insulated PUFF panels	LLOYDS/VARDHMAN / Synergy/ BEARDSSELL
2	Clean Room Lights	WIPRO, PHILLIPS, Superlite

#### LIST OF APPROVED MAKES(Ceiling & Partitions)

SI No.	Discription	Make
1	Toughened Glass 12 mm	Saint Gobain / AIS / Goldplus
2	Glass Hardware	Dorma / Trium / Polo
3	Ceiling	Armstrong / Alstone / lloyd
4	Sanitaryware	Hindware/Cera/Parryware/Jaguar/HanseGrohe/EssEss
5	Flooring Tiles	Johnson / Somany / Orient
	Epoxy flooring	BSF / Conpro / Pidilite / Fosroc / Brite / Aporva
6	Cement / Plastering / Paint	Ambuja / JK / ACC / Birla / Asian / Dulux / Nerolac / Berger



7	Bus Bar Trunking . Light	GE / Philips / Wipro / Legrand
	Cable & Fixtures	Siemens / Havells / Finolex

**SECTION – XI**  
**LIST OF REQUIREMENTS (Schedule of Quantities)**

<b>ESTIMATE FOR PROVIDING ELECTRICAL INSTALLATION, VOICE, &amp; DATA IN NATIONAL INSTITUTE OF AGRI FOOD BIOTEECHOLOY INSTITUTE, MOHALI.</b>				
<b>Sr. NO</b>	<b>DSR No.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>
		<b>SCHEDULE NO - 1</b>		
<b>1</b>	<b>1.10</b>	<b>WGPVCMOD</b>		
		Point wiring in PVC conduit, with modular type switch		
		Wiring for light point / fan point/exhaust fan point/call bell point with 1.5 sq.mm FR PVC insulated copper conductor single core cable in surface / recessed PVC conduit, with modular switch, modular plate, suitable GI box and earthing the point with 1.5 sq.mm FR PVC insulated copper conductor single core cable etc as required.		
	<b>1.10.3</b>	Group C	Each	119
<b>2</b>	<b>1.11</b>	<b>WGSTLMODTC</b>		
		Twin control point wiring in PVC conduit, with modular type switch:		
		Wiring for twin control light point with 1.5 q.mm FR PVC insulated copper conductor single core cable in surface / recessed PVC conduit, 2 way modular switch, modular plate, suitable GI box and earthing the point with 1.5 sq. mm. FR PVC insulated copper conductor single core cable etc as required.	Each	4
<b>3</b>	<b>1.12</b>	<b>WGPVCP2</b>		
		Power plug wiring in PVC conduit (2 x 4 sq.mm)		
		Wiring for light / power plug with 2 x 4 sq.mm FR PVC insulated copper conductor single core cable in surface / recessed PVC conduit alongwith 1 No. 4 sq,m FR PVC insulated copper conductor single core cable for loop earthing as required.	Meter	1900
<b>4</b>	<b>1.14</b>	<b>WGPVCSB</b>		
		Circuit sub-main wiring alongwith wiring alongwith earth wire with the sollowing sizes of PVC insulated cpper conductor, single core cable in surface / recessed PVC conduit as required		
	<b>1.14.1</b>	2 x 1.5 sq.mm+ 1 x 1.5 sq. mm earth wire	Meter	300
	<b>1.14.2</b>	2 x 2.5 sq.mm+ 1 x 2.5 sq. mm earth wire	Meter	540
	<b>1.14.3</b>	2 x 4 sq.mm + 1 x 4 sq. mm earth wire	Meter	700
	<b>1.14.5</b>	2 x 10 sq.mm + 1 x 10 sq. mm earth wire	Meter	90
	<b>1.14.10</b>	4 x 6 sq.mm + 2 x 6 sq. mm earth wire	Meter	50

	<b>1.14.11</b>	4 x 10 sq.mm + 2 x 10 sq. mm earth wire	Meter	20
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Sr. NO	DSR No.	Description	Unit	Qty
		<b>SCHEDULE NO - 1</b>		
<b>5</b>	<b>1.18</b>	TLWGEC		
		Telephone wiring in existing conduit:		
		Supplying and drawing following pair, 0.5 sq.mm FR PVC insulated coper conductor, unarmoured telephone cable in the existing surface / recessed steel / PVC conduit as required.		
	<b>1.18.2</b>	2 Pair	Metre	1250
<b>6</b>	<b>1.19</b>	TVWGEC		
		TV cable in existing conduit:		
		Supplying and srawing co-axial TV cable RG-6 grade, 0.7mm solid copper conductor PE insulated, shielded with fine tinned copper braid and protected with PVC sheath in the existing surface / recessed steel / PVC conduit as required.	Metre	145
<b>7</b>	<b>1.21</b>	PVCCON		
		Supply and fixing PVC conduit:		
		Supply and fixing of following sizes of PVC conduit along with accessories in surface / recess including cutting the wall/Floor and making good the same in case of recessed conduit as required with all cement & sand mortor etc.& complete the job in all respect.		
	<b>1.21.2</b>	25mm Dia Heavy Duty 2mm thick ISI Mark.	Metre	1590
	<b>1.21.3</b>	32mm Dia Heavy Duty 2mm thick ISI Mark.	Metre	85
<b>8</b>	<b>1.22</b>	MB		
		Supply and fixing Metal Boxes:		
		Supply and fixing metal box of following sizes (nominal size) on surface or in recess with suitable size of phenolic laminated sheet cover in front including painting etc as required.		
	<b>1.22.5</b>	180mm x 100mm x 60mm deep	Each	8
<b>9</b>	<b>1.24</b>	MODSWEB		
		Supply and fixing modular type switch / socket:		
		Supply and fixing following modular switch / socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.		
	<b>1.24.6</b>	Telephone socket outlet	Each	63
	<b>1.24.7</b>	TV antenna socket outlet	Each	8

Sr. NO	DSR No.	Description	Unit	Qty
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		<b>SCHEDULE NO - 1</b>		
<b>10</b>	<b>1.26</b>	MODBPEB		
		Supply and fixing modular type blanking plate:		
		Supply and fixing modular blanking plate on the existing modular plate & switch box excluding modular plate as required.	Each	38
<b>11</b>	<b>1.27</b>	MODGIBXCP		
		S/F modular boxes, base & cover plate:		
		Supply and fixing following size / modules, GI box along with modular base & cover plate for modular switches in recess etc as required.		
	<b>1.27.1</b>	1 or 2 Module (75mm x 75mm)	Each	71
<b>12</b>	<b>1.31</b>	LPACCMOD		
		S/F light plug point modular type accessories:		
		Supplying and fixing suitable size GI box with modular plate and cover in front on surface or in recess, including providing and fixing 3 pin 5/6 amps modular socket outlet and 5/6 amps modular switch, connection, painting etc. as required. (For light plugs to be used in non residential buildings).	Each	34
<b>13</b>	<b>1.32</b>	PPACCMOD		
		S/F power plug point modular type accessories:		
		Supplying and fixing suitable size GI box with modular plate and cover in front on surface or in recess, including providing and fixing 6 pin 15/16 & 5/6 amps modular socket outlet and 15/16 amps modular switch, connection, painting etc. as required.	Each	106
<b>14</b>	<b>1.33</b>	CREB		
		S/F ceiling rose:		
		Supplying and fixing 3 pin, 5 amp, ceiling rose on the existing junction box / wooden block including connection etc as required.	Each	8
<b>15</b>	<b>1.38</b>	CALLBELL		
		S/F call bell / buzzer:		
		Supplying and fixing call bell/ buzzer suitable for D.C / A.C. single phase, 230 volts, complete as required.	Each	5
<b>16</b>	<b>1.39</b>	TTCABCON		
		S/F twin twisted, cable in sleeve or conduit:		
		Providing and fixing plain 16/0.20mm twin twisted, flexible, FR PVC insulated, copper cable, in ploythene sleeve, or conduit of suitable size on the floor / wall, or side of the table / door etc. as required.	Meter	35

<b>Sr. NO</b>	<b>DSR No.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>
		<b>SCHEDULE NO - 1</b>		
<b>17</b>	<b>1.40</b>	FLCABCON		
		S/F flat cable in sleeve or conduit:		
		Providing and fixing plain 16/0.20 mm twin, FR PVC insulated, PVC sheathed, flat flexible copper cable on the floor / wall, or side of the table / door etc. as required.	Meter	55
<b>18</b>	<b>2.35</b>	VTTPMCDB		
		S/F vertical type TP MCB DB:		
		Supply , installation, testing and commissioning of surface / recess mounting, vertical type, 415 volts, TPN MCB distribution board of sheet steel, dust protected, duly phosphatized and powder painted, inclusive of 200 amps tinned copper busbar, common neutral link, earth bar, din bar for mounting MCB's detachable gland / knock out plate, and with 100 amps, 10 KA MCCB as incomer interconnection between incomer MCCB and busbars of following ways (but without MCB's) as required.		
	<b>2.35.1</b>	4 way with 100 amps MCCB as incomer	Each	1
<b>19</b>	<b>2.51</b>	MCB's		
		S/F 'B' series SP MCB:		
		Supplying and fixing 5 amps to 32 amps rating, 240 volts. 'B' series, miniature circuit reaker suitable for lighting and other loads of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required.		
	<b>2.51.1</b>	Single Pole	Each	25
	<b>2.51.3</b>	Triple Pole	Each	4
<b>20</b>	<b>2.62</b>	MCBDPSOC20		
		S/F SPN MCB industrial socket outlet:		
		Supplying and fixing 20amps, 240 volts, SPN industrial type, socket outlet, with 2 pole and earth, metal enclosed plug top along with 20 amps 'C' series, SP, MCB, in sheet steel enclosure, on surface or in recess, with chained metal cover for the socket out let and complete with connections, testing and commissioning etc. as required.	Each	5
<b>21</b>	<b>2.64</b>	MCBTPOSOC30		
		S/F 30A TPN MCB industrial socket outlet:		
		Supplying and fixing 30amps, 240 volts, TPN industrial type, socket outlet, with 4 pole and earth, metal enclosed plug top along with 30 amps 'C' series, TPMCB, in sheet steel enclosure, on surface or in recess with chained metal cover for the socket out let and complete with connections, testing and commissioning etc. as required.	Each	25

Sr. NO	DSR No.	Description	Unit	Qty
		<b>SCHEDULE NO - 1</b>		
<b>22</b>	<b>2.71</b>	DANPLMV		
		P/F M.V. danger notice plate:		
		Providing and fixing M.V. danger notice plate of 200mm x 150mm made of mild steel at least 2mm thick, and vitreous enamelled white on both sides, and with incscription in single red colour on front side as required.	Each	4
<b>23</b>	<b>3.6</b>	EARCUPL		
		Copper earth plate electrode:		
		Earthing with coppewer earth plate 600mm x 600mm x 3mm thick including accessories and providing masonary enclosure with cover plate having locking arrangement and watering pipe etc. (but without charcoal or coke and salt) as required.	Set	4
<b>24</b>	<b>3.8</b>	EARCOKPL		
		Salt / coke for plate earth elecrod:		
		Extra for using salt and coke for G.I. or copper plate earth electrode as required.	Set	4
<b>25</b>	<b>3.13</b>	<b>EARCUSTPIP</b>		
		<b>P/F 25mm x 5mm copper earth strip in pipe:</b>		
		<b>Providing and fixing 25mm x 5mm copper strip in 40 mm dia GI pipe from earth electrode as required.</b>	<b>Meter</b>	<b>90</b>
<b>26</b>	<b>3.17</b>	EARCUSTSUR		
		P/F 25mm x 5mm copper earth strip in surface / recess:		
		Providing and fixing 25mm x 5mm copper strip on surface or in rcess for connections etc. as required.	Meter	25
<b>27</b>	<b>3.20</b>	EARCUWRSUR		
		P/F 4mm copper loop earthing wire in surface / recess:		
		Providing and fixing 4.00 mm dia copper wire on surface or in recess for loop earthing as required.	Meter	75

Sr. NO	DSR No.	Description	Unit	Qty
		<b>SCHEDULE NO - 1</b>		
		<b>External Part - II DSR</b>		
<b>28</b>	<b>3.1</b>	CBTR		
		F/I cable trays:		
		Fabricating and installing following size of perforated M.S. cable trays including horizontal and vertical bends, reducers, tees, cross members and other accessories as required and duly suspended from the ceiling with M.S. suspenders and including painting with powder coating etc. as required.		
	<b>3.1.8</b>	300mm width x 62.5mm depth x 2.0mm thickness	Meter	50
		<b>SCHEDULE NO - 2</b>		
<b>29</b>	<b>NS - E - 1</b>	<p>Supply, installation, testing and commissioning of Bus trunking, System with Air insulated, maintenance free, Design, rated for: 3 KA min., Short Circuit Current Withstand Capacity for 63 Amps, 5.5 KA min. short circuit withstand capacity for 160Amps. Ingress protection of Bus Duct / Rising main system with IP55 min. It should be Resistant to the Ingress of Dust &amp; water provision of min Six Plug in Holes can be made in the Standard length of 3 Mtrs. copper conductors with 99.9% purity. Hot galvanized sheet steel housing. Plug in tap off boxes, with MCB's or Fuse Holders, possibility to Replace the tap off boxes on to the Rising Mains without shutting off the Power supply. The tap off boxes are technically locked and can be plugged in and out from live bus bar. Tap off outlets provided with safety shutters to prevent access to live bus bars when not in use. The bus duct system / rising mains complies with the IEC/En 60439-1/2, 60529 standards. The bus duct system / rising mains having tested for:</p> <p>i) Short - circuit, ii) Temperature Rise, iii) Dielectric Properties, iv) Clearance &amp; Creepage, v) Insulation, vi) Mechanical Operation, vii) Degree of protection, viii) Electrical Operation, ix) In conformity with IEC/En 60439 - 1/2, 60529 standard. Make Legrand Bustrunking as per catalogue given above or equivalent make, Siemens or Electrak Bustrunking System as approved by the Engineer - in charge/Consultant</p>		
	<b>A</b>	<b>SL - 63</b> 63 A, 400 V, 3Phase, 4Wire, Copper, 100% Natural		
	<b>i</b>	Straight feeder with 6 outlets cat # 70600111	3 Mtr	20
	<b>ii</b>	Straight feeder with 2 outlets cat # 70600102	1.5 Mtr	4
	<b>iii</b>	Tap off box with DP MCB 32 A (Cat #70605053)	Each	16
	<b>iv</b>	End feed unit Cat # 70601062	Each	4
	<b>v</b>	End cover cat # 71001351	Each	4
	<b>vi</b>	Joint Cover Cat #71002051	Each	20

Sr. NO	DSR No.	Description	Unit	Qty
	<b>x</b>	<b>SCHEDULE NO - 2</b> Plug outlet covers Cat # 51500161	Each	560
	<b>xi</b>	Suspension bracket Cat # 51002002	Each	112
<b>30</b>	<b>NS - E - 3</b>	Supply and fixing of Access outlet size 250mm x 250mm x 60mm - 75mm, 3 compartments under floor service outlet box C/W 3 standard RAP plates(25mm / 38mm duct and UPS separately and including cutting the floor to the size and all repair work in CC mortar 1:2:4 after fixing the the Access outlet box, finish the floor to make goods the same and complete the job in all respect up to the entire satisfaction of the Engineer - in - charge of work. (Make:- M.K., Schneider or Legrand)	Each	30
<b>31</b>	<b>NS - E - 4</b>	Supply and fixing of cross over/junction box (25mm / 38mm duct entry) 250mm x 250mm x 60-75mm, 3 compartments C/W flyover frame and trap for voice, data and UPS cables complete including cutting the floor to the required size and all repair work in CC mortar 1:2:4 after fixing the junction box, finish the floor to make goods the same and complete the job in all respect upto the entire satisfaction of the Engineer - In- Charge. (Make:- M.K., Schneider or Legrand)	Each	35
<b>32</b>	<b>NS - E - 5</b>	Supply and fixing of under floor junction box 1 trap single compartment for data/voice or UPS, size 150mm x 150mm x 60mm-75mm depth including cutting the floor to the required size and all repair work in CC mortar 1:2:4 after fixing the junction box, finish the floor to make goods the sameand complete the job in all respect upto the entire satisfaction of the Engineer - In- Charge. (Make:- M.K., Schneiderr or Legrand)	Each	38
<b>33</b>	<b>NS - E - 6</b>	Supply and fixing of DADO Trunking made of PVC-U material non- flame of size 100mm (H) x 50mm including cost of all accessories e.g. Cables dividers to make three compartments of voice/data and UPS including cost of cable retainer to avoid sagging of cables, external/flat/internal angle, Tee, Endcaps etc. as required to complete the job in all respect up to the entire satidfaction of the Engineer -in - charge. (Make:- M.K., Schneiderr or Legrand)	Mtr	60
<b>34</b>	<b>NS - E - 7</b>	Supply and erection of pre-wired 10 module horizontal plate assembled with moduler type 3 nos.sockets as 2 of 6A and One of 16 A. Multi Sockets controlled by 16 Amp.indicator switch fixed on a 10 module horizontal flush metal box duly galvanized and powder coated. The outlet point are to be fixed on table including necessary connections, earthing and testing etc. and complete the job in all respect upto the entire stisfaccion of Engineer -i-charge. The wiring should be properly connected through copper Lugs/Thimbles. The colour of wires are to be connected as per PWD specifications e.g. Black for Netural, Green for earth and Red , yellow, Blue for phase seggregation. The cost of copper lugs/tumbles for wiring are included but wire are paid under other head. (Make - M.K., Schneider or Legrand)	Each	25
<b>35</b>	<b>NS - E - 8</b>	Supply and erection of 1 no. 16 Amps. Single way switch with indicator and 3 nos. sockets as 2 of 6A and One of 16 A. Multi Sockets in existing Access box including necessary wiring and earthing the switch/sockets are to be installed in Access box under floor near table. The wires are to be connected through copper lugs/thimbles/. The color of wires are to be connected as per PWD Specifications e.g. Black for Netural, Green for earth and Red, Yellow, and Blue for phase seggregation. The cost of copper lugs/ thumbles are included but wires are paid under other head. The work is to be completed in all respect including petty items upto the entire stisfaction of the Engineer -in-charge. (Make - M.K., Schneider or Legrand)	Each	30



Sr. NO	DSR No.	Description	Unit	Qty
36	NS - E - 9	<b>SCHEDULE NO - 2</b> Supply, Installation, Testing and commissioning of surface/recessed mounted 16 G CRCA sheet steel fabricated double door type powder coated PPI distribution board complete with tinned copper bus bar, channel, neutral and earth link in each phase complete with all accessories suitable for mounting MCCB as incomer and RCCB/RCBO also as incomer in three phases and MCB as outgoing. DB shall be supplied along with MCCB, RCCB and MCB's of same make completely wired as detailed below:- Make:- Legrand, Hager, Schneider. Specifications as above with the following switch Gear PPI D.B. 12+2 (Tier)		
		<b>Incoming:-</b> 1x100 Amp. MCCB 25 KA 4- pole, 3 x 63 Amp. DP RCCB 100MA, Bus Bar-150 Amp.		
		<b>Outgoing:-</b> SPMCB 10KA 6 A to 20A = 36 nos. (C ) curve	Each	4
		-		
37	NS - E - 10	Supply, installation, Testing and commissioning of chemical type of earthing for maintenance free, 2.5 Mtr. Long and 80mm dia operation for a period of 7 years maintenance free earthing system.	Nos.	4
38	NS - E - 11	Supply installation , testing and commissioning of following sizes of telephone tag block complete with disconnecter modules, mounting frame in powder coated sheet steel enclosure 16 swg including termination's of cable as required.		
	a)	50 pair Telephone tag block	Each	1
		20 pair Telephone tag block	Each	3
39	NS - E - 12	Supplying , laying, fixing and commissioning of multi core annealed tinned electrolytic copper conductor insulated and sheathed twisted wires bunched together in concentric layers telephone armoured cables as follows:		
	i	10 Pair 0.61mm dia ISI marked approved by the engineer Incharge/ Consultant	Mtr	30
	ii	40 Pair 0.61mm dia ISI marked approved by the engineer Incharge/ Consultant	Mtr	55
40	NS - E - 13	Supply and fixing flush GI Box with modular plate and base for complete DATA outlets fully recessed in wall complete with computer outlet RJ - 45 including connection as required and complete the job.	Nos	117
41	NS - E - 14	Supply and drawing of cat 6 DATA cable in the existing raceway / pipes as required. Including necessary connection Testing etc.	Mtrs	2860
42	NS - E - 15	Supply and erection of Micro-optics based luminaire suitable for recess mounting in modular ceilings. Rectangular luminaire 2 x TLS - 28 watt complete with lamps and all petty material required to complete the job. Make Philips, Havell's or Wipro of equivalent model TBS869/228 D8 HF approved by the Engineer in charge.	Nos	37

Sr. NO	DSR No.	Description	Unit	Qty
		SCHEDULE NO - 2		
43	NS - E - 16	Supply and erection of down lighter 2 x PL-C 18 watt low depth recessed low glare inclusive control gear box, matt finish reflector, complete with lamps and all petty material required to complete the job. Make Philips, Havell's or Wipro of equivalent model FBH 145/218 HF/ (EBW) approved by the Engineer in Charge.	Nos	12
44	NS - E - 17	Supply and erection of Micro optics based luminaire 4 x TLS 14 W sereno D 8 suitable for recess mounting in modular ceilings with 600 x 600mm modular square luminaire complete with lamps and all petty material required to complete the job in all respects. Make Philips, Wipro or Havells of equivalent model TBS 869/414 D8 HF approved by the Engineer in charge	Nos	37
45	NS - E - 18	Supply and erection of Industrial batten suitable for single TL-5 lamp 28 watt complete with reflector, lamp and all other petty materials required to complete the job make philips, Wipro or Havells of equivalent model TMS 122 / 128 HF approved by the Engineer in charge	Nos	2
46	NS - E - 19	Supply and erection of recessed square down lighters 2 x PL - c 18 with frosted glass inclusive of enclosed control gear box, Die cast aluminium front plate, Lamps and all other petty materials to complete the job make Philips, Wipro or Havells of equivalent model no FBH 022 2 X PL - C/2 P 18w ICGR approved by the Engineer in charge.	Nos	23
47	NS - E - 20	Supply and erection of Exhaust fan heavy duty 900 rpm complete with shutter (ISI mark) including cost of petty material required to complete the job in all respect. (Make Crompton, Wipro or Arround)		
	i	Sie 350mm	Each	2
48	NS - E - 21	Supply and erection of Hand drier (automatic)	Each	2
49	NS - E - 22	S/E of MS angle iron frame duly welded for housing M.S. Sheet and main switches etc on it fixed on wall by means of suitable size of rag bolts with cement concrete, duly painted with three coats of approved paint including one coat of Red Oxide.		
		Size 40mm x 40mm x 6mm	Mtr	40
50	NS - E - 23	S/E of 3mm thick mild steel sheet duly welded on existing M.S. angle iron frame for fixing the main switched etc as required, duly painted with coats of approved paint including one coat of red oxide	Mtr	8

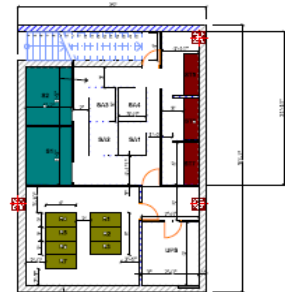
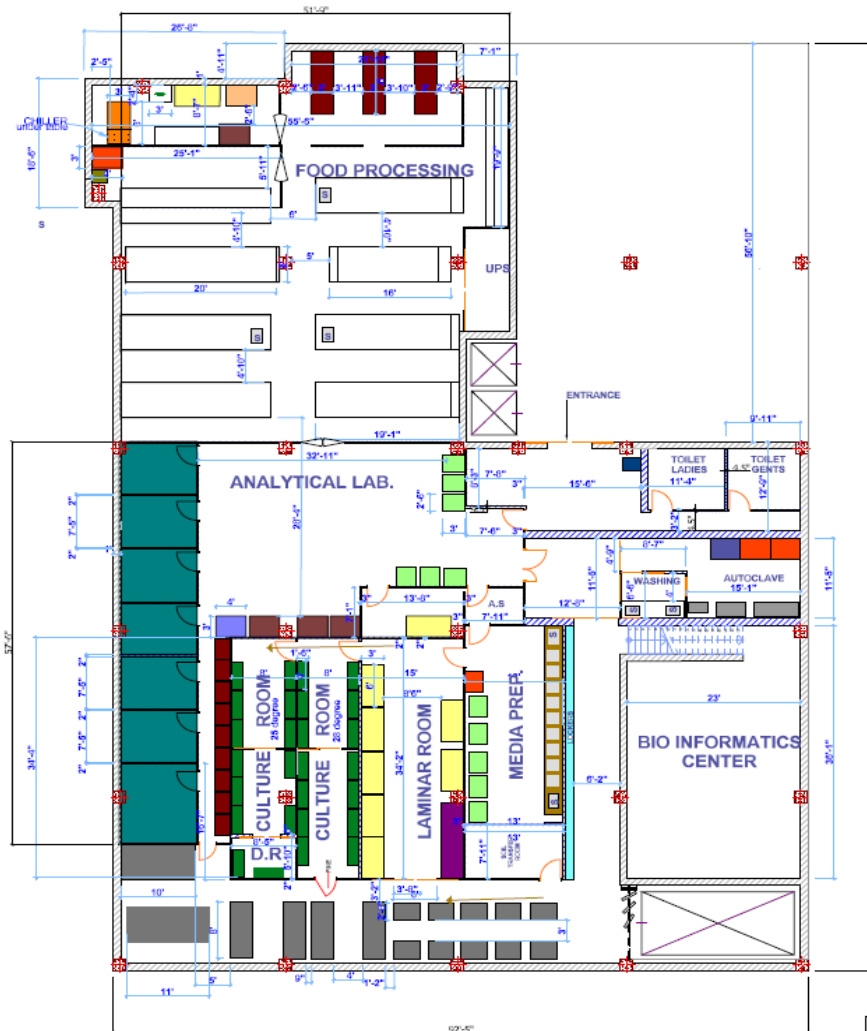
Sr. NO	DSR No.	Description	Unit	Qty
		<b>SCHEDULE NO - 2</b>		
<b>51</b>	<b>NS - E - 24</b>	Supply, Laying, Testing & Commissioning of XLPE Insulated, PVC Tape Inner Sheathed armoured aluminum Cable to be laid loose in the existing trench or pipe:- Make Havells, Polycab, ICL, CCI (ISI Mark)		
	<b>i</b>	Aluminium conductor armoured and served cable working voltage 1100 volts grade (3.5 core) 25mm <sup>2</sup>	Mtr	35
	<b>ii</b>	Aluminium conductor armoured and served cable working voltage 1100 volts grade (3.5 core) 35mm <sup>2</sup>	Mtr	185
	<b>iii</b>	Aluminium conductor armoured and served cable working voltage 1100 volts grade (3.5 core) 50mm <sup>2</sup>	Mtr	200
	<b>iv</b>	Aluminium conductor armoured and served cable working voltage 1100 volts grade (3.5 core) 70mm <sup>2</sup>	Mtr	120
	<b>v</b>	Aluminium conductor armoured and served cable working voltage 1100 volts grade (3.5 core) 150mm <sup>2</sup>	Mtr	40
	<b>vi</b>	Aluminium conductor armoured and served cable working voltage 1100 volts grade (3.5 core) 240mm <sup>2</sup>	Mtr	115
<b>52</b>	<b>NS - E - 25</b>	Supply, erection, testing and commissioning of following rating and breaking capacity MCCB in the Existing Panel Or MS enclosure as per requirement at site including making necessary connections with petty materials thumbles and glands etc. as required and complete the job.		
	<b>i</b>	300 Amp 4 Pole 35 KA (Micro Processed based)	Each	1
	<b>ii</b>	200 Amp 4 Pole 35 KA (Micro Processed based)	Each	2
	<b>iii</b>	160 Amp 4 Pole 25 KA (Micro Processed based)	Each	5
<b>53</b>	<b>NS - E - 26</b>	Supply and erection of flexible / non metallic conduit complete with compression glands, having locking arrangements, check - nuts as required.		
	<b>i</b>	Size 20mm dia	Mtr	45
		Size 25mm dia	Mtr	80

Sr. NO	DSR No.	Description	Unit	Qty
		<b>SCHEDULE NO - 2</b>		
54	NS-E-27	<p>Supply Assembly, Erection, Testing and Commissioning indoor type floor mounted free standing dust and vermin proof panel with IP-54 protection fabricated out of suitable sized angle iron and flats and covered with 2mm thick CRCA sheet duly pre-treated in seven Tank process for de-greasing, de-rusting and phosphated painted with 2 coats of primer paint, the panel surface shall be finished/rubbed and painted with final coat of epoxy based powder coated paint. The Panel shall be compartmentrised with rubber gasketed hinged door with lock having front and rear opening for installation of seprate cable alleys, copper bus-bar chamber and switch gear compartments. MS channel of 75mm X 40mm X 6mm is to be provided on the base of the panel. Copper strip bounding on the throughout length of the panel is to be provided. Provision in cable allys to be kept for bottom &amp; top cable entry for incoming and outgoing cables. A clear scope of 200mm to be kept from floorlevel for switch gear compartment. Extended bus-bar links/terminal to be provided for connecting cables. Air Ventilation breathers to be provided for heat dissipation. Suitable Sized knockout holes for cable</p> <p>glands shall be provided as per respective SLD of the panel with the following equipments : The paint shall be epoxy based Dancot/Asian make as per shade approved by Engineerin Charge. each compartment shall be numbered/Lettered as per the approved drawings affixing MV danger plates at suitable Intervals /Locations.</p>		
	i	<b>INCOMING</b> : 300 A 35KA 4 Pole MCCB with microprocessor release, CT'S, Digital Meter, ASS, Digital voltemeter, VSS, LED phase indicator Lamps, MCBS etc duly interlocked electrically & mechanically.		
	ii	<b>OUTGOING</b> : MCCB 160A. 35Ka 4Pole for each UPS= 3No. +1 No. = 4 No. ( Space Only )		
	iii	Copper Bus-bar 400A. With 100% neutral		
	iv	ISOLATER 160A 4pole (to be connected to 3No. UPS) = 3No.		
	v	Copper Bus-bar as out put of 400A complete with heat shrinkable sleeves = 1No.		
	vi	200 A MCCB 4Pole 35 KA as output =2 Nos. ( Space Only )		
	vii	160 A MCCB 4 Pole 35 KA as out put = 1No. ( Space Only )		
	viii	160A Isolater 4 Pole = 1 No.		
		The Cost of MCCBS are not Included, The Cost is covered under seprate head. The cost of Isolaters, metering, Rotary Handles for Isolater & MCCBS, & Copper Bus-bar are all included in the panel cost.	Each Job	1
55	NS - E - 28	Supply Erection, Testing and commissioning of flexible multistandarded bare copper conductor PVC insulated heavy duty 1.1 KV grade single core cable to be laid in the existing pipe etc. as per requirement at site including connections with copper lugs of suitable size and complet the job in all respect		
	i	35 sq mm	Mtr	100

## SECTION - XII DRAWINGS

### Dimensional Plan

# NABI



**BIO INFORMATICS  
CENTER LAYOUT**

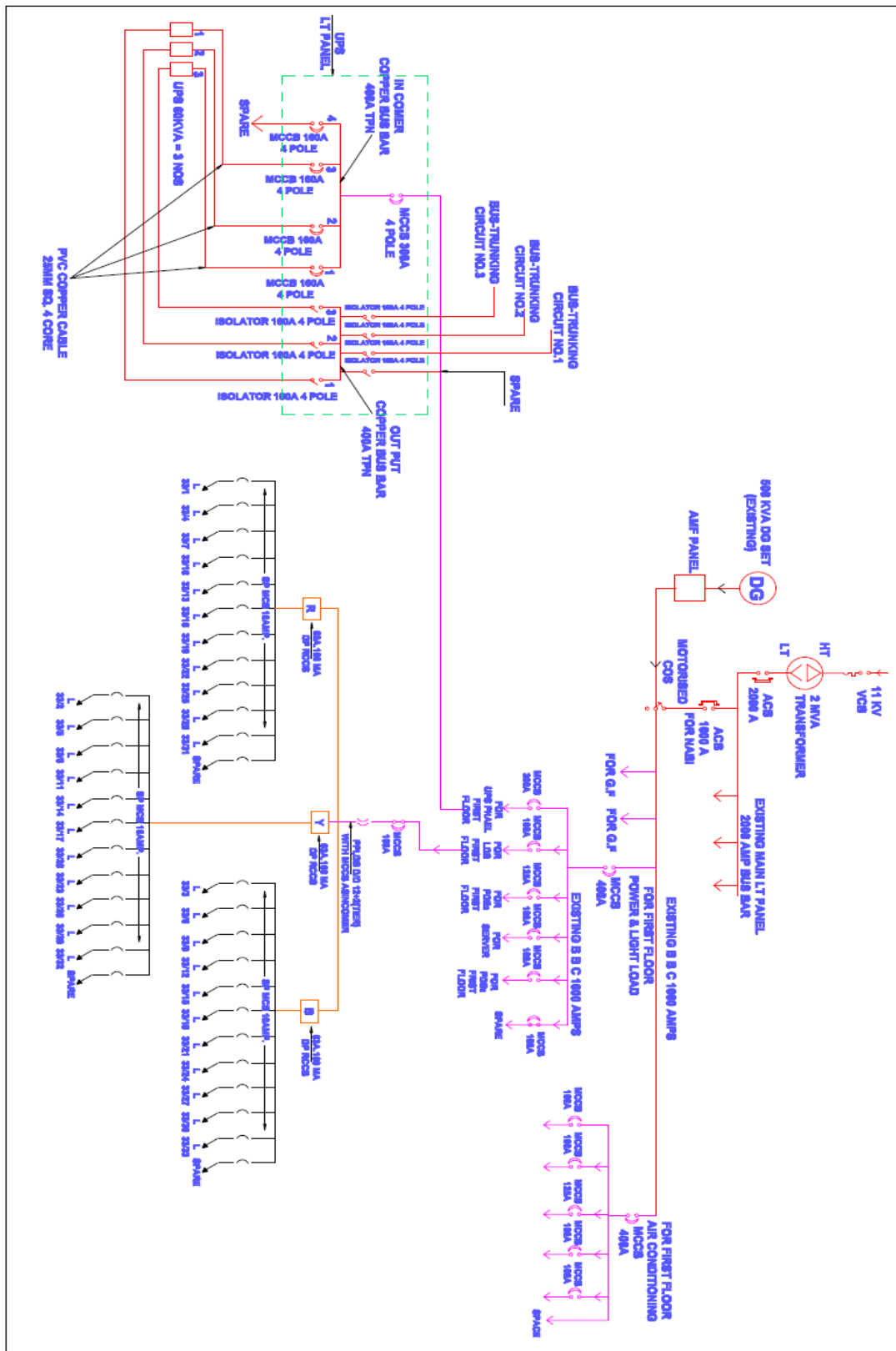
## DIMENSIONAL PLAN

### KEY

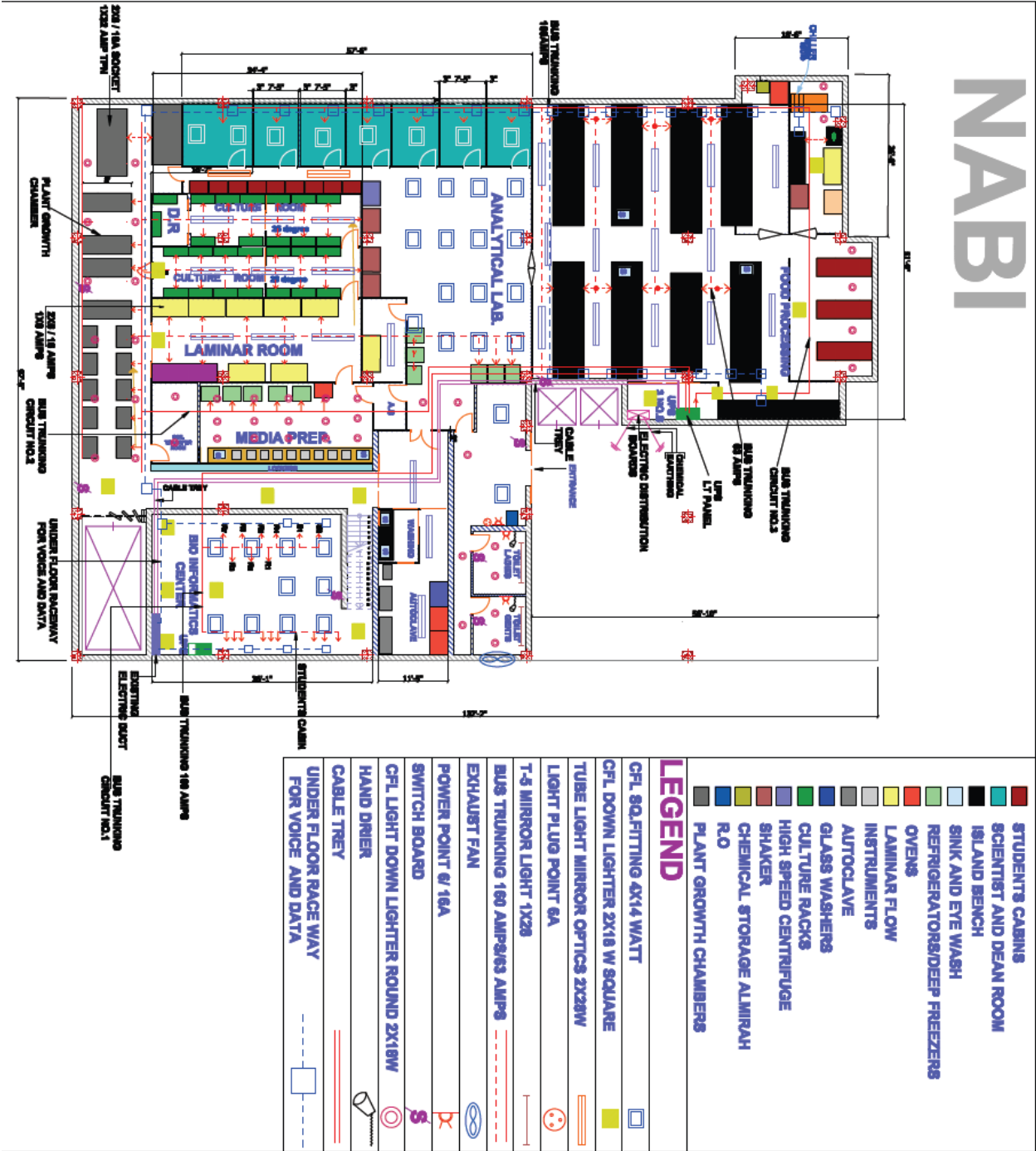
	STUDENTS CABINS
	SCIENTIST AND DEAN ROOM
	ISLAND BENCH
	SINK AND EYE WASH
	REFRIGERATORS/DEEP FREEZERS
	OVENS
	LAMINAR FLOW
	INSTRUMENTS
	AUTOClave
	GLASS WASHERS
	CULTURE RACKS
	HIGH SPEED CENTRIFUGE
	SHAKER
	CHEMICAL STORAGE ALMIRAH
	R.O
	PLANT GROWTH CHAMBERS

Architectural floor plan of a laboratory facility. The plan includes a central 'ANALYTICAL LAB.' area, a 'FOOD PROCESSING' area with multiple workstations, a 'BIO INFORMATICS CENTER' with a large computer workstation, and a 'MEDIA PREP' area. Other rooms include 'CULTURE ROOM & DR', 'CULTURE ROOM', 'LAMINAR ROOM', 'CABIN-1' through 'CABIN-7', 'UPS & ELEC PANEL ROOM', 'Chiller under table', 'TOILET', 'TOILET MEN', 'TOILET WOMEN', 'AUTOCLAVE', 'store', 'working', and 'LOCKER'. The plan shows various equipment, furniture, and structural elements like doors, windows, and stairs. Dimensions are provided for many rooms and areas.

### SINGLE LINE DIAGRAM



ELECTRICAL DIAGRAM





**SECTION – XIII (Not 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 shall 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**  
**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/CMC as applicable as per clause 15 of the GCC, read with modifications, if any, in the speciall 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/CMC**

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 entitled 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) 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 Supplies" 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)  
Contractor)

Office Seal

\_\_\_\_\_  
(For & on behalf of the Bidder/

Office Seal

Place.....

Date .....

Witness 1:

(Name & Address) : \_\_\_\_\_  
\_\_\_\_\_

Witness 2:

(Name & Address): \_\_\_\_\_

**SECTION – XVII**  
**PERFORMANCE STATEMENT**

**A) Past Project Experience**

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

**B) On going Projects**

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



**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.1000 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.		

<b>3</b>	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.		
<b>5</b>	Have you mentioned the validity period of the quotation as per our requirements		
<b>6</b>	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).		
<b>7</b>	Whether the firm has given the technical staff details as per the tender document.		
<b>8</b>	Whether the firm has gone through the Instructions to Bidder and agrees to the same.		
<b>9</b>	Do you agree with the terms of Contract?		
<b>10</b>	Do you agree for the completion of job within 3 months or as per tender whichever is applicable?		
<b>11</b>	Do you agree with the payment terms?		
<b>12</b>	Attached tender form duly signed and stamped..		
<b>13</b>	Attached Integrity Pact duly signed and stamped.		
<b>14</b>	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 (PRICE BID)**

Sr. NO	DSR No.	Description	Unit	Qty	Rate	Amount
		<b>SCHEDULE NO – 1</b>				
1	1.10	WGPVCMOD				
		Point wiring in PVC conduit, with modular type switch				
		Wiring for light point / fan point/exhaust fan point/call bell point with 1.5 sq.mm FR PVC insulated copper conductor single core cable in surface / recessed PVC conduit, with modular switch, modular plate, suitable GI box and earthing the point with 1.5 sq.mm FR PVC insulated copper conductor single core cable etc as required.				
	1.10.3	Group C	Each	119		
2	1.11	WGSTLMODTC				
		Twin control point wiring in PVC conduit, with modular type switch:				
		Wiring for twin control light point with 1.5 q.mm FR PVC insulated copper conductor single core cable in surface / recessed PVC conduit, 2 way modular switch, modular plate, suitable GI box and earthing the point with 1.5 sq. mm. FR PVC insulated copper conductor single core cable etc as required.	Each	4		
3	1.12	WGPVCP2				
		Power plug wiring in PVC conduit (2 x 4 sq.mm)				
		Wiring for light / power plug with 2 x 4 sq.mm FR PVC insulated copper conductor single core cable in surface / recessed PVC conduit alongwith 1 No. 4 sq,m FR PVC insulated copper conductor single core cable for loop earthing as required.	Meter	1900		
4	1.14	WGPVCSB				
		Circuit sub-main wiring alongwith wiring alongwith earth wire with the sollowing sizes of PVC insulated cpper conductor, single core cable in surface / recessed PVC conduit as required				
	1.14.1	2 x 1.5 sq.mm+ 1 x 1.5 sq. mm earth wire	Meter	300		

	1.14.2	2 x 2.5 sq.mm+ 1 x 2.5 sq. mm earth wire	Meter	540		
	1.14.3	2 x 4 sq.mm + 1 x 4 sq. mm earth wire	Meter	700		
	1.14.5	2 x 10 sq.mm + 1 x 10 sq. mm earth wire	Meter	90		
	1.14.1 0	4 x 6 sq.mm + 2 x 6 sq. mm earth wire	Meter	50		
	1.14.1 1	4 x 10 sq.mm + 2 x 10 sq. mm earth wire	Meter	20		
5	1.18	TLWGEC				
		Telephone wiring in existing conduit:				
		Supplying and drawing following pair, 0.5 sq.mm FR PVC insulated coper conductor, unarmoured telephone cable in the existing surface / recessed steel / PVC conduit as required.				
	1.18.2	2 Pair	Meter	1250		
6	1.19	TVWGEC				
		TV cable in existing conduit:				
		Supplying and srawing co-axial TV cable RG-6 grade, 0.7mm solid copper conductor PE insulated, shielded with fine tinned copper braid and protected with PVC sheath in the existing surface / recessed steel / PVC conduit as required.	Meter	145		
7	1.21	PVCCON				
		Supply and fixing PVC conduit:				
		Supply and fixing of following sizes of PVC conduit along with accessories in surface / recess including cutting the wall/Floor and making good the same in case of recessed conduit as required with all cement & sand mortor etc.& complete the job in all respect.				
	1.21.2	25mm Dia Heavy Duty 2mm thick ISI Mark.	Meter	1590		
	1.21.3	32mm Dia Heavy Duty 2mm thick ISI Mark.	Meter	85		
8	1.22	MB				
		Supply and fixing Metal Boxes:				
		Supply and fixing metal box of following sizes (nominal size) on surface or in recess with suitable size of phenolic laminated sheet cover in front including painting etc as required.				
	1.22.5	180mm x 100mm x 60mm deep	Each	8		
9	1.24	MODSWEB				
		Supply and fixing modular type switch / socket:				

		Supply and fixing following modular switch / socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.				
	1.24.6	Telephone socket outlet	Each	63		
	1.24.7	TV antenna socket outlet	Each	8		
10	1.26	MODBPEB				
		Supply and fixing modular type blanking plate:				
		Supply and fixing modular blanking plate on the existing modular plate & switch box excluding modular plate as required.	Each	38		
11	1.27	MODGIBXCP				
		S/F modular boxes, base & cover plate:				
		Supply and fixing following size / modules, GI box along with modular base & cover plate for modular switches in recess etc as required.				
	1.27.1	1 or 2 Module (75mm x 75mm)	Each	71		
12	1.31	LPACCMOD				
		S/F light plug point modular type accessories:				
		Supplying and fixing suitable size GI box with modular plate and cover in front on surface or in recess, including providing and fixing 3 pin 5/6 amps modular socket outlet and 5/6 amps modular switch, connection, painting etc. as required. (For light plugs to be used in non residential buildings).	Each	34		
13	1.32	PPACCMOD				
		S/F power plug point modular type accessories:				
		Supplying and fixing suitable size GI box with modular plate and cover in front on surface or in recess, including providing and fixing 6 pin 15/16 & 5/6 amps modular socket outlet and 15/16 amps modular switch, connection, painting etc. as required.	Each	106		
14	1.33	CREB				
		S/F ceiling rose:				
		Supplying and fixing 3 pin, 5 amp, ceiling rose on the existing junction box / wooden block including connection etc as required.	Each	8		
15	1.38	CALLBELL				
		S/F call bell / buzzer:				

		Supplying and fixing call bell/ buzzer suitable for D.C / A.C. single phase, 230 volts, complete as required.	Each	5		
16	1.39	TTCABCON				
		S/F twin twisted, cable in sleeve or conduit:				
		Providing and fixing plain 16/0.20mm twin twisted, flexible, FR PVC insulated, copper cable, in ploythene sleeve, or conduit of suitable size on the floor / wall, or side of the table / door etc. as required.	Meter	35		
17	1.40	FLCABCON				
		S/F flat cable in sleeve or conduit:				
		Providing and fixing plain 16/0.20 mm twin, FR PVC insulated, PVC sheathed, flat flexible copper cable on the floor / wall, or side of the table / door etc. as required.	Meter	55		
18	2.35	VTTPMCDB				
		S/F vertical type TP MCB DB:				
		Supply , installation, testing and commissioning of surface / recess mounting, vertical type, 415 volts, TPN MCB distribution board of sheet steel, dust protected, duly phosphatized and powder painted, inclusive of 200 amps tinned copper busbar, common neutral link, earth bar, din bar for mounting MCB's detechable gland / knock out plate, and with 100 amps, 10 KA MCCB as incomer interconnection between incomer MCCB and busbars of following ways (but without MCB's) as required.				
	2.35.1	4 way with 100 amps MCCB as incomer	Each	1		
19	2.51	MCB's				
		S/F 'B' series SP MCB:				
		Supplying and fixing 5 amps to 32 amps rating, 240 volts. 'B' series, miniature circuit reaker suitable for lighting and other loads of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required.				
	2.51.1	Single Pole	Each	25		
	2.51.3	Triple Pole	Each	4		
20	2.62	MCBDPSOC20				
		S/F SPN MCB industrial socket outlet:				

		Supplying and fixing 20amps, 240 volts, SPN industrial type, socket outlet, with 2 pole and earth, metal enclosed plug top along with 20 amps 'C' series, SP, MCB, in sheet steel enclosure, on surface or in recess, with chained metal cover for the socket out let and complete with connections, testing and commissioning etc. as required.	Each	5		
21	2.64	MCBTPSOC30				
		S/F 30A TPN MCB industrial socket outlet:				
		Supplying and fixing 30amps, 240 volts, TPN industrial type, socket outlet, with 4 pole and earth, metal enclosed plug top along with 30 amps 'C' series, TPMCB, in sheet steel enclosure, on surface or in recess with chained metal cover for the socket out let and complete with connections, testing and commissioning etc. as required.	Each	25		
22	2.71	DANPLMV				
		P/F M.V. danger notice plate:				
		Providing and fixing M.V. danger notice plate of 200mm x 150mm made of mild steel at least 2mm thick, and vitreous enamelled white on both sides, and with incscription in single red colour on front side as required.	Each	4		
23	3.6	EARCUPL				
		Copper earth plate electrode:				
		Earthing with coppewer earth plate 600mm x 600mm x 3mm thick including accessories and providing masonary enclosure with cover plate having locking arrangement and watering pipe etc. (but without charcoal or coke and salt) as required.	Set	4		
24	3.8	EARCOKPL				
		Salt / coke for plate earth electrode:				
		Extra for using salt and coke for G.I. or copper plate earth electrode as required.	Set	4		
<b>25</b>	<b>3.13</b>	<b>EARCUSTPIP</b>				
		<b>P/F 25mm x 5mm copper earth strip in pipe:</b>				
		<b>Providing and fixing 25mm x 5mm copper strip in 40 mm dia GI pipe from earth electrode as required.</b>	<b>Meter</b>	<b>90</b>		
26	3.17	EARCUSTSUR				
		P/F 25mm x 5mm copper earth strip in surface / recess:				
		Providing and fixing 25mm x 5mm copper strip on surface or in rcess for connections etc. as required.	Meter	25		

27	3.20	EARCUWRSUR				
		P/F 4mm copper loop earthing wire in surface / recess:				
		Providing and fixing 4.00 mm dia copper wire on surface or in recess for loop earthing as required.	Meter	75		
		External Part - II DSR				
28	3.1	CBTR				
		F/I cable trays:				
		Fabricating and installing following size of perforated M.S. cable trays including horizontal and vertical bends, reducers, tees, cross members and other accessories as required and duly suspended from the ceiling with M.S. suspenders and including painting with powder coating etc. as required.				
	3.1.8	300mm width x 62.5mm depth x 2.0mm thickness	Meter	50		
		<b>SCHEDULE NO – 2</b>				
29	NS - E - 1	Supply, installation, testing and commissioning of Bus trunking, System with Air insulated, maintenance free, Design, rated for: 3 KA min., Short Circuit Current Withstand Capacity for 63 Amps, 5.5 KA min. short circuit withstand capacity for 160Amps. Ingress protection of Bus Duct / Rising main system with IP55 min. It should be Resistant to the Ingress of Dust & water provision of min Six Plug in Holes can be made in the Standard length of 3 Mtrs. copper conductors with 99.9% purity. Hot galvanized sheet steel housing. Plug in tap off boxes, with MCB's or Fuse Holders, possibility to Replace the tap off boxes on to the Rising Mains without shutting off the Power supply. The tap off boxes are technically locked and can be plugged in and out from live bus bar. Tap off outlets provided with safety shutters to prevent access to live bus bars when not in use. The bus duct system / rising mains complies with the IEC/En 60439-1/2, 60529 standards. The bus duct system / rising mains having tested for:				
		i) Short - circuit, ii) Temperature Rise, iii) Dielectric Properties, iv) Clearance & Creepage, v) Insulation, vi) Mechanical Operation, vii) Degree of protection, viii) Electrical Operation, ix) In conformity with IEC/En 60439 - 1/2, 60529 standard. Make Legrand Bustrunking as per catalogue given above or equivalent make, Siemens or Electrak Bustrunking System as approved by the Engineer - in charge/Consultant				
	A	SL - 63 63 A, 400 V, 3Phase, 4Wire, Copper, 100% Neutral				
	i	Straight feeder with 6 outlets cat # 70600111	3 Mtr	20		
	ii	Straight feeder with 2 outlets cat # 70600102	1.5	4		



			Mtr			
	iii	Tap off box with DP MCB 32 A (Cat #70605053)	Each	16		
	iv	End feed unit Cat # 70601062	Each	4		
	v	End cover cat # 71001351	Each	4		
	vi	Joint Cover Cat #71002051	Each	20		
	vii	Suspension bracket Cat # 73003312 + 71003001	Each	55		
	viii	Plug outlet covers Cat # 71002062	Each	200		
	B	MS - 160 A, 415 V, 3Phase, 4Wire, Copper, 100% Netural				
	i	Straight feeder Cat #51520101	3 Mtr	60		
	ii	Straight feeder Cat #51520115	1.5 Mtr	2		
	iii	Straight feeder Cat #51520114	1 Mtr	6		
	iv	Tap off box with DP MCB 32 A (Cat # 51515075)	Each	18		
	v	Tap off box With DP MCB 63 A (Cat # 51515076)	Each	10		
	vi	End feed unit Cat # 51521051	Each	12		
	vii	End feed unit Cat # 51521052	Each	14		
	viii	End clousre Cat # 51501351	Each	2		
	ix	Joint Cover Cat #51500161	Each	56		
	x	Plug outlet covers Cat # 51500161	Each	560		
	xi	Suspension bracket Cat # 51002002	Each	112		
30	NS - E - 3	Supply and fixing of Access outlet size 250mm x 250mm x 60mm - 75mm, 3 compartments under floor service outlet box C/W 3 standard RAP plates(25mm / 38mm duct and UPS seprately and including cutting the floor to the size and all repair work in CC mortor 1:2:4 after fixing the the Access outlet box, finish the floor to make goods the same and complete the job in all respect up to the entire satisfaction of the Engineer - in - charge of work. (Make:- M.K., Schneider or Legrand)	Each	30		
31	NS - E - 4	Supply and fixing of cross over/junction box (25mm / 38mm duct entry) 250mm x 250mm x 60-75mm, 3 compartments C/W flyover frame and trap for voice, data and UPS cables complete including cutting the floor to the required size and and all repair work in CC mortor 1:2:4 after fixing the junction box, finish the floor to make goods the sameand complete the job in all respect upto the entire satisfaction of the Engineer - In- Charge. (Make:- M.K., Schneider or Legrand)	Each	35		

32	NS - E - 5	Supply and fixing of under floor junction box 1 trap single compartment for data/voice or UPS, size 150mm x 150mm x 60mm-75mm depth including cutting the floor to the required size and all repair work in CC mortar 1:2:4 after fixing the junction box, finish the floor to make goods the same and complete the job in all respect upto the entire satisfaction of the Engineer - In- Charge. (Make:- M.K., Schneiderr or Legrand)	Each	38		
33	NS - E - 6	Supply and fixing of DADO Trunking made of PVC-U material non- flame of size 100mm (H) x 50mm including cost of all accessories e.g. Cables dividers to make three compartments of voice/data and UPS including cost of cable retainer to avoid sagging of cables, external/flat/internal angle, Tee, Endcaps etc. as required to complete the job in all respect up to the entire satisfaction of the Engineer -in - charge. (Make:- M.K., Schneiderr or Legrand)	Mtr	60		
34	NS - E - 7	Supply and erection of pre-wired 10 module horizontal plate assembled with modular type 3 nos. sockets as 2 of 6A and One of 16 A. Multi Sockets controlled by 16 Amp. indicator switch fixed on a 10 module horizontal flush metal box duly galvanized and powder coated. The outlet point are to be fixed on table including necessary connections, earthing and testing etc. and complete the job in all respect upto the entire satisfaction of Engineer - i-charge. The wiring should be properly connected through copper Lugs/Thimbles. The colour of wires are to be connected as per PWD specifications e.g. Black for Netural, Green for earth and Red , yellow, Blue for phase seggregation. The cost of copper lugs/tumbles for wiring are included but wire are paid under other head. (Make - M.K., Schneider or Legrand)	Each	25		
35	NS - E - 8	Supply and erection of 1 no. 16 Amps. Single way switch with indicator and 3 nos. sockets as 2 of 6A and One of 16 A. Multi Sockets in existing Access box including necessary wiring and earthing the switch/sockets are to be installed in Access box under floor near table. The wires are to be connected through copper lugs/thimbles/. The color of wires are to be connected as per PWD Specifications e.g. Black for Netural, Green for earth and Red, Yellow, and Blue for phase seggregation. The cost of copper lugs/ thumbles are included but wires are paid under other head. The work is to be completed in all respect including petty items upto the entire stisfaction of the Engineer -in-charge. (Make - M.K., Schneider or Legrand)	Each	30		

36	NS - E - 9	Supply, Installation, Testing and commissioning of surface/recessed mounted 16 G CRCA sheet steel fabricated double door type powder coated PPI distribution board complete with tinned copper bus bar, channel, neutral and earth link in each phase complete with all accessories suitable for mounting MCCB as incomer and RCCB/RCBO also as incomer in three phases and MCB as outgoing. DB shall be supplied along with MCCB, RCCB and MCB's of same make completely wired as detailed below:- Make:- Legrand, Hager, Schneider. Specifications as above with the following switch Gear PPI D.B. 12+2 (Tier)				
		<u>Incoming:-</u> 1x100 Amp. MCCB 25 KA 4- pole, 3 x 63 Amp. DP RCCB 100MA, Bus Bar-150 Amp.				
		<u>Outgoing:-</u> SPMCB 10KA 6 A to 20A = 36 nos. (C ) curve	Each	4		
		-				
37	NS - E - 10	Supply, installation, Testing and commissioning of chemical type of earthing for maintenance free, 2.5 Mtr. Long and 80mm dia operation for a period of 7 years maintenance free earthing system.	Nos.	4		
38	NS - E - 11	Supply installation , testing and commissioning of following sizes of telephone tag block complete with disconnector modules, mounting frame in powder coated sheet steel enclosure 16 swg including termination's of cable as required.				
	a)	50 pair Telephone tag block	Each	1		
		20 pair Telephone tag block	Each	3		
39	NS - E - 12	Supplying , laying, fixing and commissioning of multi core annealed tinned electrolytic copper conductor insulated and sheathed twisted wires bunched together in concentric layers telephone armoured cables as follows:				
	i	10 Pair 0.61mm dia ISI marked approved by the engineer Incharge/ Consultant	Mtr	30		
	ii	40 Pair 0.61mm dia ISI marked approved by the engineer Incharge/ Consultant	Mtr	55		
40	NS - E - 13	Supply and fixing flush GI Box with modular plate and base for complete DATA outlets dully recessed in wall complete with computer outlet RJ - 45 including connection as required and complete the job.	Nos	117		
41	NS - E - 14	Supply and drawing of cat 6 DATA cable in the existing raceway / pipes as required. Including necessary connection Testing etc.	Mtrs	2860		

42	NS - E - 15	Supply and erection of Micro-optics based luminaire suitable for recess mounting in modular ceilings. Rectangular luminaire 2 x TLS - 28 watt complete with lamps and all petty material required to complete the job. Make Philips, Havell's or Wipro of equivalent model TBS869/228 D8 HF approved by the Engineer in charge.	Nos	37		
43	NS - E - 16	Supply and erection of down lighter 2 x PL-C 18 watt low depth recessed low glare inclusive control gear box, matt finish reflector, complete with lamps and all petty material required to complete the job. Make Philips, Havell's or Wipro of equivalent model FBH 145/218 HF/ (EBW) approved by the Engineer in Charge.	Nos	12		
44	NS - E - 17	Supply and erection of Micro optics based luminaire 4 x TLS 14 W sereno D 8 suitable for recess mounting in modular ceilings with 600 x 600mm modular square luminaire complete with lamps and all petty material required to complete the job in all respects. Make Philips, Wipro or Havells of equivalent model TBS 869/414 D8 HF approved by the Engineer in charge	Nos	37		
45	NS - E - 18	Supply and erection of Industrial batten suitable for single TL-5 lamp 28 watt complete with reflector, lamp and all other petty materials required to complete the job make philips, Wipro or Havells of equivalent model TMS 122 / 128 HF approved by the Engineer in charge	Nos	2		
46	NS - E - 19	Supply and erection of recessed square down lighters 2 x PL - c 18 with frosted glass inclusive of enclosed control gear box, Die cast aluminium front plate, Lamps and all other petty materials to complete the job make Philips, Wipro or Havells of equivalent model no FBH 022 2 X PL - C/2 P 18w ICGR approved by the Engineer in charge.	Nos	23		
47	NS - E - 20	Supply and erection of Exhaust fan heavy duty 900 rpm complete with shutter (ISI mark) including cost of petty material required to complete the job in all respect. (Make Crompton, Wipro or Armound)				
	i	Sie 350mm	Each	2		
48	NS - E - 21	Supply and erection of Hand drier (automatic)	Each	2		

49	NS - E- 22	S/E of MS angle iron frame duly welded for housing M.S. Sheet and main switches etc on it fixed on wall by means of suitable size of rag bolts with cement concrete, duly painted with three coats of approved paint including one coat of Red Oxide.				
		Size 40mm x 40mm x 6mm	Mtr	40		
50	NS - E - 23	S/E of 3mm thick mild steel sheet duly welded on existing M.S. angle iron frame for fixing the main switched etc as required, duly painted with coats of approved paint including one coat of red oxide	Mtr	8		
51	NS - E - 24	Supply, Laying, Testing & Commissioning of XLPE Insulated, PVC Tape Inner Sheathed armoured aluminum Cable to be laid loose in the existing trench or pipe:- Make Havells, Polycab, ICL, CCI (ISI Mark)				
	i	Aluminium conductor armoured and served cable working voltage 1100 volts grade (3.5 core) 25mm <sup>2</sup>	Mtr	35		
	ii	Aluminium conductor armoured and served cable working voltage 1100 volts grade (3.5 core) 35mm <sup>2</sup>	Mtr	185		
	iii	Aluminium conductor armoured and served cable working voltage 1100 volts grade (3.5 core) 50mm <sup>2</sup>	Mtr	200		
	iv	Aluminium conductor armoured and served cable working voltage 1100 volts grade (3.5 core) 70mm <sup>2</sup>	Mtr	120		
	v	Aluminium conductor armoured and served cable working voltage 1100 volts grade (3.5 core) 150mm <sup>2</sup>	Mtr	40		
	vi	Aluminium conductor armoured and served cable working voltage 1100 volts grade (3.5 core) 240mm <sup>2</sup>	Mtr	115		
52	NS - E - 25	Supply, erection, testing and commissioning of following rating and breaking capacity MCCB in the Existing Panel Or MS enclosure as per requirement at site including making necessary connections with petty materials thimbles and glands etc. as required and complete the job.				
	i	300 Amp 4 Pole 35 KA (Micro Processed based)	Each	1		
	ii	200 Amp 4 Pole 35 KA (Micro Processed based)	Each	2		
	iii	160 Amp 4 Pole 25 KA (Micro Processed based)	Each	5		

53	NS - E - 26	Supply and erection of flexible / non metallic conduit complete with compression glands, having locking arrangements, check - nuts as required.				
	i	Size 20mm dia	Mtr	45		
		Size 25mm dia	Mtr	80		
54	NS-E-27	Supply Assembly, Erection, Testing and Commissioning indoor type floor mounted free standing dust and vermin proof panel with IP-54 protection fabricated out of suitable sized angle iron and flats and covered with 2mm thick CRCA sheet duly pre-treated in seven Tank process for de-greasing, de-rusting and phosphated painted with 2 coats of primer paint, the panel surface shall be finished/rubbed and painted with final coat of epoxy based powder coated paint. The Panel shall be compartmentrised with rubber gasketed hinged door with lock having front and rear opening for installation of separate cable alleys, copper bus-bar chamber and switch gear compartments. MS channel of 75mm X 40mm X 6mm is to be provided on the base of the panel. Copper strip bounding on the throughout length of the panel is to be provided. Provision in cable alleys to be kept for bottom & top cable entry for incoming and outgoing cables. A clear scope of 200mm to be kept from floor level for switch gear compartment. Extended bus-bar links/terminal to be provided for connecting cables. Air Ventilation breathers to be provided for heat dissipation. Suitable Sized knockout holes for cable				
		glands shall be provided as per respective SLD of the panel with the following equipments : The paint shall be epoxy based Dancot/Asian make as per shade approved by Engineer in Charge. each compartment shall be numbered/Lettered as per the approved drawings affixing MV danger plates at suitable Intervals /Locations.				
	i	<u>INCOMING</u> : 300 A 35KA 4 Pole MCCB with microprocessor release, CT'S, Digital Meter, ASS, Digital voltmeter, VSS, LED phase indicator Lamps, MCBS etc duly interlocked electrically & mechanically.				
	ii	<u>OUTGOING</u> : MCCB 160A. 35Ka 4Pole for each UPS= 3No. +1 No. = 4 No. ( Space Only )				
	iii	Copper Bus-bar 400A. With 100% neutral				
	iv	ISOLATER 160A 4pole (to be connected to 3No. UPS) = 3No.				
	v	Copper Bus-bar as output of 400A complete with heat shrinkable sleeves = 1No.				
	vi	200 A MCCB 4Pole 35 KA as output = 2 Nos. ( Space Only )				
	vii	160 A MCCB 4 Pole 35 KA as output = 1No. ( Space Only )				

	viii	160A Isolater 4 Pole = 1 No.				
		The Cost of MCCBS are not Included, The Cost is covered under seprate head. The cost of Isolaters, metering, Rotary Handles for Isolater & MCCBS, & Copper Bus-bar are all included in the panel cost.	Each Job	1		
55	NS - E - 28	Supply Erection, Testing and commissioning of flexible multistandarded bare copper conductor PVC insulated heavy duty 1.1 KV grade single core cable to be laid in the existing pipe etc. as per requirement at site including connections with copper lugs of suitable size and complet the job in all respect				
	i	35 sq mm	Mtr	100		
		<b>TOTAL</b>				