

NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE



GENERAL CONDITIONS OF CONTRACT FOR NABI, MOHALI

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

TENDER DOCUMENTS**(General Information)**

Name of Work: Providing and Fixing Portable Offices along with Pantry & Toilet at Main Campus, Sec. 81, Mohali (Pb.)

Employer: Executive Director, NABI, Mohali.

Tender Issued to:

Estimated Cost: Rs. 5.5 lacs

Tender Cost: Rs. 500

Performance Guarantee: 5% of the tendered value after award of work

(The PG shall be submitted within 15- days which shall be valid for completion period + 60 days.)

Earnest Money: Rs. 11,000

Completion Period: 1 month

Last date of Sale of tenders: 22 June 2012

Date of submission: 6 July 2012 at 3.00 pm

Date of Opening of Tender: 6 June 2012 at 3.30 pm

In the office of the SPO, NABI, Mohali.

NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE

NOTICE INVITING TENDER

1. Sealed tenders are invited on behalf of the Executive Director, NABI from agencies who have executed similar works with PWD's State/MES/HUDA/PUDA/CHB/CPWD contractors or other reputed pvt agency who have already executed such works of providing and Fixing Portable Offices.

1.1 The work is estimated to cost **Rs. 5.5 lakhs** . This estimate, however, is given merely as a rough guide.

1.2 Tenders will be issued to eligible C.P.W.D/PWD of states / MES/Rly / BSNL / M.C. / Local Bodies /Govt. PSUs/pvt contractors provided they produce definite proof from the appropriate authority which shall be to the satisfaction of the competent authority of having satisfactorily completed similar works of magnitude specified below :-

CRITERIA OF ELIGIBILITY FOR ISSUE OF TENDER DOCUMENTS

Pre-qualification condition:	Having satisfactorily completed work as given below in the last 7 years :-
	i) Three similar works, each of value not less than 40% of the estimated cost put to tender or
	ii) Two similar works, each of value not less than 60% of the estimated cost or
	iii) One similar work of value not less than 80% of the estimated cost.

For the purpose of this clause 'Similar work' means the work of Prefabricated Portable Offices by using the material and specifications resembling with those specified in Schedule-A

2. Agreement shall be drawn with the successful tenderer on prescribed tender format prescribed in Schedule-G. Tenderers shall quote their rates as per various terms and conditions of the said form which will form part of the agreement.

3. The time allowed for carrying out the work will be 1 month from the 7th day after the date of written orders to commence the work or from the first date of handing over of the site. Whichever is later, in accordance with the phasing, if any indicated in the tender document.
.....

4. Tenders document consisting of plant, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of contract be complied with by the contractor can be seen in the office of the SPO NABI during working hours except on Saturdays, Sundays/ Public Holidays.

Tender document will be issued from the office of the SPO, NABI during the hours specified above on payment of Rs 500 (non-refundable) in cash at NABI Office/ download it from website www.nabi.res.in and submit DD of Rs. 500 in the name of National Agri-Food Biotechnology Institute payable at S.B.I, Ph-1, Mohali.

5. Tenders, which should always be placed in sealed envelope, with the name of work and due date written on the envelope, will be received by the SPO up to 3.00 PM. onand will be opened by him or his authorized representative in his office on the same day at 03.30 PM.

6. 6.1 The tender shall be accompanied by earnest money of Rs 11,000 in a shape of Demand Draft / Deposit at Call receipt of a Scheduled Bank issued in favour of the National Agri-Food Biotechnology Institute (NABI), payable at S.B.I, Ph-1, Mohali . No interest will be paid on the earnest money.

6.2 The tender and the earnest money shall be placed in separate sealed envelopes each marked "Tender" and " Earnest Money" respectively. Both the envelopes shall be submitted together in another sealed envelope. The envelop marked "Tender" of only those tenderers shall be opened, whose earnest money placed

7. The description of the work is as follows:-

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub soil (so far as is practicable) the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or

affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own costs all materials, tools and plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant etc. will be issued to him by the Institute and any other local conditions and other factors having a bearing on the execution of the work.

8. The competent authority on behalf of the Executive Director, NABI does not bind him to accept the lowest or any other tender and reserves to him the authority to reject any or all of the tenders received without the assignment of a reason. All tenders, in which any of the prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
9. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
10. The competent authority on behalf of the Executive Director, NABI reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
11. The contractor shall not be permitted to tender for works in the Institute if his near relative is an officer in any capacity between the Administrative Officer and work awarding authority (responsible for award and execution of contracts) . He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any Group A & B officer in the Institute. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Institute / debarring for further tendering in the Institute for at least 5 years.
12. The tender for the works shall remain open for acceptance for a period of 120 days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable

to the department, then the Institute shall, without prejudice to any other right or remedy be at liberty to forfeit 50% of the said earnest money as aforesaid.

13. This Notice inviting tender shall form a part of the contract document. The successful tenderer/ contractor, on an acceptance of his tender by the Accepting Authority, shall within 15 days from the stipulated date of award sign the agreement consisting of:-
 - a) The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - b) Agreement Format provided in this document.
14. No price preference to any corporate society/Registered society, Govt. Public Sector undertakings / bodies shall be given and tenders shall be exclusively dealt with on merit.
15. The contractor shall comply with the provisions of the Apprentices Act 1961, minimum wages Act 1948, Workmen's compensation Act 1923, Contract Labour (Regulation and Abolition Act 1970), Payment of Wages Act 1938, Employer's Liability Act 1938, Maternity Benefits Act 1961 and the Industrial Disputes Act 1947 as applicable and the rules and regulations issued there under and by the local Administration / Authorities from time to time as well all provisions of law applicable to workmen. Failure to do so shall amount to breach of the contract and the Administrative Officer may at his discretion terminate the contract. The Contractor shall also be liable for any pecuniary liability arising on account of violation by him of any of the said Acts and shall, indemnify the Institute on that account. Institute will not be liable for any act or omission on the part of the contractor in so far as any violation of any of the aforementioned acts.
16. Each tenderer shall submit only one tender; either by him or as partners in a joint venture. A tenderer who submits or participates in more than one tender will be disqualified.
17. Unless otherwise stated, the contract shall be for the whole work as described in the "Schedule of items of Works" and the drawings. The contractor shall be bound to complete the whole work as described in the schedule of items of works and the drawings, including additional items, if any, as per drawings and notifications. The issuance of certificate of completion as issued by Administrative Officer shall be mandatory and will be conclusive proof of completion of work.
18. Interpretations, corrections and changes to the Tenders Documents shall be made by Addendum, if required.
19. Each Tenderer shall ascertain prior to submitting his Tender that he has received all Addenda Issued and he shall so acknowledge their receipt in his Tender.

20. Following documents shall accompany the tender:

- i) Demand draft/Deposit at call receipt from a Scheduled Bank towards earnest Money in favor of Executive Director, NABI payable at SBI Ph-1, Mohali.
- ii) Income Tax Certificate for 2 yrs.

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

Administrative Officer
NABI, Mohali
(For the behalf of Executive Director)

3.0	Tender Issue Format	NABI
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NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE, MOHALI

Tender & Contract for Works

(A) Tender for the work of:-

- (i) To be submitted by 15-00 hours onto Administrative Officer, NABI, Mohali.
- (ii) To be opened in the presence of
tenders who may be present at hours on
..... in the office Administrative Officer, NABI, Mohali.

Issued to:

.....

Signature of officer issuing the documents

Designation:

Date of Issue:

TENDER

I/we have read and examined the notice inviting tender, schedule A,B,C,D,E,F,G& H specifications applicable, appended with the document Drawings and Designs, General Rules and Directions, conditions of Contract, clauses of contract, special conditions, schedule of rate and other documents and rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/we hereby tender for the execution of the work specified for the Institute within the time specified in schedule 'F' viz, schedule of quantities and in accordance in all aspects with the specifications, design, drawings and instructions in writing referred to in Rule-1 of general rules and Directions and in Clause 11 of the conditions of contract and with such materials as are provided for by and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for 120 days from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of Rs. _____ is hereby forwarded in the shape of demand draft / deposit at call receipt of a scheduled bank in favour of the Executive Director, NABI, payable at Mohali as earnest money. If I/we fail to commence the work specified I/we agree that the said Institute or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein.

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

I/we agree that should I/we fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender and performance guarantee shall be absolutely forfeited to the Institute and the same may at the option of the competent authority on behalf of the Institute be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

Dated:

Signature of Contractor

Postal Address

Witness:

Address:

Occupation:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Institute for a sum of Rs.....

The letters referred to below shall form part of this contract agreement:

i)

ii)

.....

Dated.....

Administrative Officer

NABI, Mohali

**(For & on behalf of Executive
Director, NABI, Mohali)**

SCHEDULE 'A'

Detailed Technical Specifications along with scope of work (enclosed)

1. Cabin size:- 20' x 10' x10' (external dimensions)- 2nos.
2. Toilet:- 4' x6' x10' (external dimensions)- 1nos.
3. Pantry:- 4' x 4'x 10' (external dimensions)- 1nos
 - a) Wall Panel:- 60 mm thick Puff Panels having density of 40 kg/cum. (+_ 5%) with 0.5 mm thick Pre painted Galvanized Iron(PPGI) on both sides and Puff Insulation in between.
 - b) Roof:- 40 mm thick (average) corrugated Puff Panels with PPGI having density of 40 kg/cum. (+_ 5%) with 0.5 mm thick Pre painted Galvanized sheet(PPGS) on both sides and Puff Insulation in between. Roof will have 4' projection on door sides and remaining sides shall have 3' projection in order to protect windows and doors.
 - c) Floor:-Vitrified Tiles of size 2' x 2' or any other size approved by the client of approved brand and shade along with total base of 9" height with 3" in earth after excavation of earth in 1:5:10 and 6" cement concrete of mix 1:2:4 (1 cement:2 coarse sand:4 aggregate of size 20 mm).
 - d) Windows:- Single Glazed sliding flush block work window (2 no. in each cabin) (view panels) of size 1.2 m x 1.2 m made up of GPSP sheet, frame profile with 6 mm ordinary plain glass .
 - e) Doors:- Cabins, Pantry and Toilet Doors of size 800 mm x 2000 mm , made up of PPGI sheet PUF Panel 40 mm thick with all accessories such as Mortice locks, Handle of 1' height in SS 304 on both sides, tower bolts, door stopper and closer .

- f) Toilet internal concealed G.I Pipes fittings (B class) of Jindal/Tata shall be provided or 1 english w.c. , 1 urinal , 1 washbasin of size 600 mm dia. with mirror of size 600 mm x 600 mm and 1 no. water tank having capacity of 200 ltrs on top complete in all respects for all the mentioned fittings. Also, Septic Tank of capacity 2000 ltr. to be provided at nearby approved location.
- g) Pantry: - Stainless sink (1'6" X 1') of approved make/brand with Cp fittings.

SCHEDULE - B

List of Movable Inventory

S. No	Description of Item	Unit	Cabin-1	Cabin-2	Pantry	Toilet	Total Qty.	Remarks
1.	Puff Door	Nos.	1	1	0	1	3	Sizes provided in Schedule-A
2.	Window	Nos.	2	2	1	0	5	
3.	Ventilator	Nos.	0	0	0	1	1	
4.	Exhaust Fan	Nos.	0	0	0	1	1	
5.	Light Point with fixtures of approved make & specifications	Nos.	4	4	1	1	10	Wiring with FLRS 2.5 sq. mm copper wire
6.	Light Socket	Nos.	3	3	2	2	10	Wiring with FLRS 2.5 sq. mm copper wire
7.	Power Socket	Nos.	2	2	1	1	6	Wiring with FLRS 4 sq. mm copper wire
8.	EWC	Nos.	0	0	0	1	1	
9.	Urinal	Nos.	0	0	0	1	1	
10.	Wash Basin	Nos.	0	0	0	1	1	
11.	Mirror	Nos.	0	0	0	1	1	
12.	Stainless Sink	Nos.	0	0	1	0	1	
13.	Towel Ring	Nos.	0	0	0	1	1	
14.	Electrical DB	Nos.					1	63 A rating

SCHEDULE C

List Of Approved Makes

S.No.	Description of Item	Approved Makes
1.	Puff Panel	Jindal, Beardshell, Lloyd, Vardman or equivalent
2.	GI Pipes for water supply	Class- B, Jindal/Tata or equivalent
3.	Drainage/Sewerage Pipes	PVC pipes of Supreme/Kisan or equivalent
4.	Conduit Pipes	BEC/Diplast or equivalent
5.	Copper Wiring	Havells/Finolex/Polycab or equivalent
6.	Switch/Sockets	Legrand/M.K/Crabtree- Havells
7.	Exhaust Fan	Chrompton Greaves/Havells/Usha/Orient
8.	DB complete with MCB and all accessories	Legrand/ABB/Havells
8.	EWC/Wash Basin/Urinal	Hindware/Parryware or equivalent
9.	Cp Fittings	Jaguar/Kohler or equivalent
10.	Mirror/Plain Glass	Modi/Saint Gobin or equivalent
11.	Stainless Sink	Prince/Neel Kamal or equivalent
12.	Water Tank	Diplast/Sintex or equivalent

SCHEDULE 'D'

Schedule of material to be issued to the contractor

Sr. No	Description of Item	Quantity	Rate in figure and works at which the material will be charged to the contractor	Place of Issue

SCHEDULE 'E'

Tools and plants to be hired to the contractor.

S.No	Description	Hire charges per day	Place of Issue

SCHEDULE 'F'

REFERENCE TO GENERAL CONDITION OF CONTRACT

Name of Work Estimated cost of work Earnest Money Performance Guarantee Guarantee General Rules & Directions :	Providing and fixing portable offices along with pantry & toilet at Sec. 81, NABI, Mohali Rs. 5.5 lacs Rs.11,000.00 5% of tendered value Office inviting tender SPO, NABI Mohali.
<u>DEFINITIONS:</u> 2(v)Administrative Officer 2(viii)Accepting Authority 2 (x) Percentage on cost of material and labour to cover all overheads and profits 2 (xi) Department 2 (xii) Standard Schedule of Rates 9 (ii) Standard contract From Clause 2 Authority for fixing compensation under clause-2	AO AO / Executive Director 15 % (Should be included in quote by contractor) NABI, Mohali DSR 2007 with upto DATE CORRECTION SLIPS. Schedule- G as modified & corrected upto date. Executive Director, NABI, Mohali

Clause 5	Time allowed for execution of work Authority to give fair and reasonable extension of time for completion of work.	1 Month Administrative Officer, NABI
Clause 11	Specifications be followed for execution of work	(i) N.I.T. Specifications (ii) CPWD specifications with up to date amendments / Bureau of Indian Standards wherever no such specifications exist in CPWD.
Clause 16	Competent Authority for deciding reduced rates	AO, NABI
Clause 36(i)	Minimum qualifications and experience required for Principal Technical Representative. a) For works with estimated cost put to tender more than i) Rs. 10 lacs for Civil Work ii) Rs. 5 lacs for Elec./Mech. Works. b) For works with estimated cost put to tender i) more than Rs. 5 Lacs but less than Rs. 10 Lacs for Civil Works ii) more than Rs. 1 Lacs but less than Rs. 5 Lacs for Elec./Mech. Works. c) Discipline to which the Principal Technical Representatives should belong. d) Minimum experience of works e) Recovery to be effected from the contractor in the event of not fulfilling provision of clause 36	Graduate Engineer or retired A.E. possessing at least recognized diploma. Recognised diploma holder. Civil/Elec/Mech. Five Years Rs. 15000/-PM for Graduate Engineer Rs. 10,000/- PM for diploma holder
Clause 42(i)	Schedule/statement for determining theoretical quantity of cement and bitumen on the basis of DSR 2007 issued by Chief Engineer Central PWD	

Variations permissible on theoretical quantities

Cement for works with estimated cost 3%
plus/ minus. put to tender not more than Rs. 5 Lacs

For works with estimated cost 2% Plus /
minus put to tender more than Rs. 5 Lacs.

- b) Bitumen for all works 2.5% Plus only and NIL on minus side
- c) Steel reinforcement and structural 2%
Plus/ minus steel sections for each diameter, section and category
- d) All other materials NIL

Recovery rates for quantities beyond permissible variation

Sr.No.	Description of Item	Rates in figures and words at which recovery shall be made from the contractor	
		Excess beyond permissible variation	Less use beyond the permissible variation.
1.	Cement		
2.	Steel reinforcement	Issue rate +10%	Issue rate + 10%
3.	Structural sections		
4.	Bitumen issued free		
5.	Bitumen issued at stipulated fixed price.		

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Note: Reference to DSR 2007 wherever stipulated under various clauses / terms of contract is for the purpose of determination / applicability of rates and consumption of material only and no other inference drawn to any of the other clauses / conditions mentioned in DSR / CPWD specifications shall be applicable for the purpose of admissibility of any extra rate.

The agency while quoting rate / rates for any particulars item / items should clearly understand that the rate / rates being quoted for a particular item / items are inclusive of all material, labour, scaffolding (special or ordinary) or any work contingent thereto. No reference to any of the standard schedule of rates mentioned in schedule 'F' or confidential analysis of rates or any inference drawn from this schedule for applicability of any provisions or clause contained therein shall be entertained.

SCHEDULE- G

AGREEMENT

The agreement made on this day the between the National Agri-Food Biotechnology Institute, C-127, Industrial Area, Phase 8, SAS Nagar, Mohali through its Executive Director (here in after called the Executive Director) which expression shall include where the contents so admits the representative, successor or assign under the Law for time being in force on one part and (Hereinafter called the Contractor) which expression shall include where the contents so admits the representative successors or assigns under the Law for time being in force on the other part witness as under:-

- A. The documents mentioned below shall be part of the agreement:- The contractor's tender dated regarding the work of , letter of Intent dated and Award Letter dated at the rates specified in the schedule attached with the award letter.
- B. That the contractor has agreed to execute the work within a period of 1 month from the 7th day of issue of letter of intent.
- C. That the terms & conditions contained in the original contract form have been understood by the contractor and he under takes to be bound by all the provisions contained therein.

In case of contractor failure to execute the work in time and according to the terms & conditions, the Executive Director shall have the powers to take action as indicated in the enclosed conditions of the contract. In witness whereof the parties have affixed their signature as under:-

CONTRACTOR: _____

Administrative Officer

For and on behalf of the Executive Director
WITNESS: _____
NABI, Mohali

SCHEDULE 'H'

Scope of Work for the rates to be quoted for the work of providing and Fixing prefabricated structure as per the requirement given in Schedule A at Main Campus, Sec- 81, NABI, Mohali.

S.NO.	DESCRIPTION OF ITEM	UNIT	RATE	AMOUNT
1.	Providing and fixing pre-fabricated structure as per the technical specification provided in Schedule A along with List of Inventory and List of makes as per Schedule- B & C respectively	Job		
	TOTAL AMOUNT			

Note*:-

1. Rates quoted should be inclusive of all taxes.
2. Conditional/Incomplete tenders shall be rejected.
3. The agency shall provide Bank Guarantee of 5% within 15 days of award of work valid up to 60 days beyond the completion of work.
4. Statutory tax deductions as per rules of Govt. shall be deducted.
5. In case of Delay in completion of work within stipulated period, penalty of 1% per week and maximum of 5% shall be levied.
6. Agency to provide detailed drawings for the portable office after award of work for execution.

**Administrative Officer
NABI**