

**NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE
MOHALI**



**GENERAL CONDITIONS
OF CONTRACT
FOR
NABI, MOHALI**

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

REQUEST FOR QUOTATION, NABI

Name of Work: Preparation & submission of six monthly compliance reports to MOEF/SEIAA/CPCB/PPCB including requisite testing of water, noise, soil, air etc at Sector-81, Mohali.

Earnest Money: Rs. 10,000/- in favour of National Agri-Food Biotechnology Institute, Payable at Mohali

Last Date of submission of Quotation: 22/07/2014 up to 3.00 pm

Date of Opening of Quotation : 22/07/2014 at 3.30pm

In the office of NABI

NOTICE INVITING QUOTATION/REQUEST FOR QUOTATION

1. Sealed quotations are invited on behalf of the Executive Director; NABI from agencies/laboratories/consultants for the work of Preparation & submission of six monthly compliance reports to MOEF/SEIAA/CPCB/PPCB including requisite testing of water, noise, soil, air etc at Sector-81, Mohali.

1(a) Agency/laboratory/consultant should have its test laboratory approved by Ministry of Environment & Forest/Punjab Pollution Control Board/Central Pollution Control Board.

(b) Agency/laboratory/consultant should have satisfactory completed at least one similar work. Similar work shall mean preparation, submission of six monthly compliance reports to aforesaid statutory authorities or having completed at least one work of obtaining environment clearance from MOEF/SEIAA/NOC from State Pollution Control Board. Copies of Completion certificate issued by Client to be attached.

2. The RFQ document consisting of broad scope of work, the set of terms and conditions of contract be complied with by the firm can be downloaded from the NABI's website:
- www.nabi.res.in.

3. Quotations, which should always be placed in sealed single packet envelope along with specified EMD, RFQ document and financial bid with the name of work and due date written on the envelope, will be received up to 22/07/2014 at 3.00 PM. and will be opened by authorized representatives in NABI office on the same day at 03.30 PM.

4. The bidder should submit EMD of Rs. 10,000 /- in favour of National Agri-Food Biotechnology Institute payable at Mohali.

5. The description is as follows:-

Bidders are advised to inspect and examine the site location for conducting tests , construction status and satisfy themselves before submitting their quotations as to the nature of 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 quotation. A bidder 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 bidder shall be responsible for arranging and maintaining at his own costs all materials, tools and plants, for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of quotation by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope of the work to be done and of conditions.

6. Executive Director, NABI does not bind him to accept the lowest or any other quotation and reserves to him the authority to reject any or all of the quotations received without the assignment of a reason. All quotations, in which any of the prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

7. Canvassing whether directly or indirectly, in connection with quotations is strictly prohibited and the quotations submitted by the bidders who resort to canvassing will be liable to rejection.

8. Executive Director, NABI reserves to himself the right of accepting the whole or any part of the quotation and the bidder shall be bound to perform the same at the rate quoted.

9. The bidder shall not be permitted to submit quotation/tender for works in the Institute if his near relative is an officer in any capacity (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 bidder would render him liable to be removed from the approved list of bidders of this Institute / debarring for further participation in the Institute for at least 5 years.

10. The quotation for the works shall remain open for acceptance for a period of **90 days** from the date of opening of quotations.

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

12. The bidder 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 Competent Authority may at his discretion terminate the work. The Bidder/Firm 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 bidder in so far as any violation of any of the aforementioned acts.

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

14. The bidder/Firm shall be bound to complete the whole work as described in the scope of work. The issuance of certificate of completion as issued by NABI shall be mandatory and will be conclusive proof of completion of work.

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

16. Each Bidder shall ascertain prior to submitting his Quotation that he has received all Addenda Issued and he shall so acknowledge their receipt in his Quotation.

17. Following documents shall accompany the quotation:

i) Copy of Enlistment certificate of test laboratory with Ministry of

Environment & Forest/Punjab Pollution Control Board/Central Pollution Control Board.

- ii) EMD of Rs. 10,000/- in favour of National Agri-Food Biotechnology Institute payable at Mohali.**
- iii) Copies of Completion certificate issued by Client regarding similar works mentioned in Clause 1(b).**
- iv) Duly signed/Stamped Request for Quotation document along with quoted rates in financial bid format.**

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

INFORMATION ABOUT PROJECT

The site is situated in Knowledge City, Sector-81, Mohali adjoining IISER, ISB in a plot area of 50 acres. The environment clearance and NOC from PPCB for project has been already received from State Level Environment Assessment Authority (SEIAA). The construction activities have started at site and construction is scheduled to be completed by 2016. Bidders are advised to visit the site before submitting their bid in order to assess the status of construction and site conditions, existing environment factors in and near the site.

BROAD SCOPE OF WORK

- Submission of Six Monthly Compliance report including environmental monitoring, testing required at site for different parameters as ambient air, ambient noise, source noise, source emissions, water quality, sewage/effluent quality during construction phase as well as during operational phase after completion of construction at site for the period up to March 2019.
- Submission of report along with its soft copy in CD to Regional office of MoEF/SEIAA/CPCB/PPCB and one copy to NABI.
- Replying to any queries by statutory authorities such as MoEF/PPCB/SIEAA regarding environment measures.
- General guidance on environmental issues w.r.t conditions imposed in environmental clearance as Sanitary & Hygienic measures; First Aid Room; Top soil management; Muck disposal; Provisions for DG sets; Hazardous Waste Handling; Water Management; Solid Waste Management; Energy Conservation; Environment Management Cell, etc. and record keeping and for compliance of consent conditions.
- Scope of work includes making visit to site and offices of NABI & offices of MOEF/SIEAA/PPCB as required.
- Scope of work does not include any type of energy auditing; certification for equipment's supplied by contractor such as flow of ETP/STP.

GENERAL TERMS & CONDITIONS

- Copies of statutory approvals obtained for project such as environment clearance, NOC from PPCB/CGWB/GMADA etc shall be provided to bidder after award of work, if required.
- The bidder shall submit a performance guarantee of value 5% of the quoted rates exclusive of statutory levies within 15 days from the issue of letter of award from NABI in the format given in Annexure- III of the request for quotation document.
- The bidder shall sign contract agreement on non-judicial stamp paper of Rs 100/- within 15 days from award of work as per Annexure- IV.
- The period of work shall be deemed to start from 7th day of issue of award letter.
- The payment shall be released to agency/consultant on half yearly basis (after submission of each six monthly reports to the said statutory authority/ies & within 3 weeks from submission of bills.
- The fee is inclusive of visits to site & offices of statutory authorities as per requirement and nothing extra is payable.
- **Executive Director, NABI reserves the right to extend the scope of work beyond the stipulated period of submission of first six monthly report of 2016 (eg June 2016 or as in case the month of submission decided by MOEF) in case the construction activities gets delayed or services of agency/consultant are required beyond the said period as per requirement of statutory authorities. In this case, the agency/consultant shall take up the work on same quoted rates.**
- In the case of delay in submission of six monthly reports, NABI shall impose penalty @ 0.5% per week's delay and maximum up to 5% of the total fee payable as per the dates finalized by concerned authorities for submission of reports.. If the agency/consultant keeps on delaying the work even after imposition of maximum

penalty, NABI shall have the jurisdiction to terminate the work allotted to agency/consultant.

Annexure-I

Performa for Financial Bid

Ref No.....

Date.....

The Executive Director

National Agri-Food Biotechnology Institute

Mohali

Sub: Work of Preparation & submission of six monthly compliance reports to MOEF/SEIAA/CPCB/PPCB including requisite testing of water, noise, soil, air etc at Sector-81, Mohali.

Dear Sir,

We/I have carefully noted the scope of work for work of Preparation & submission of six monthly compliance reports to MOEF/SEIAA/CPCB/PPCB including requisite testing of water, noise, soil, air etc at Sector-81, Mohali in this document.

We are pleased to quote our fees for providing our services as per the scope of work and terms & conditions as per below:-

S.N.O	DESCRIPTION OF WORK	NOS OF SIX MONTHLY REPORTS	FEE PER SIX MONTHLY REPORT +SERVICE TAX	TOTAL AMOUNT
1.	Preparation & submission of six monthly compliance reports to MOEF/SEIAA/CPCB/PPCB including requisite testing of water, noise, soil, air etc at Sector-81, Mohali	5		

The fee is for complete for project including making visits to site etc. It has no hidden costs/exclusions and will apply till the completion of the project.

Yours faithfully,

Date:

Signature with Name &

Designation of the Bidder

(Authorised Seal)

Annexure-II

CHECK LIST

1. EMD of Rs 10,000/- in form of DD no..... Dated payable at Mohali.
2. Copy of Enlistment certificate of test laboratory with Ministry of Environment & Forest/Punjab Pollution Control Board/Central Pollution Control Board.
3. Copies of Completion certificate issued by Client regarding similar works mentioned in Clause 1(b)
4. Financial Bid in the Prescribed Format as given in Annexure-I.

ANNEXURE-III
FORM OF PERFORMANCE
SECURITY (GUARANTEE)
Bank Guarantee Bond

In consideration of the Executive Director, NABI (hereinafter called "The Institute") having offered to accept the terms and conditions of the proposed agreement between.....and

.....(hereinafter called "the said agency/ Consultant(s)") for the work..... (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees only) as a security/guarantee from the agency/ Consultant(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the Institute an amount not exceeding Rs. (Rupees..... Only) on demand by the Institute.
2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Institute stating that the amount claimed as required to meet the recoveries due or likely to be due from the said agency/Consultant(s). 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. (Rupeesonly)
3. We, the said bank further undertake to pay the Institute any money so demanded notwithstanding any dispute or disputes raised by the agency/Consultant(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the agency Consultant(s)

shall have no claim against us for making such payment.

4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Institute under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the Institute certified that the terms and conditions of the said agreement have been fully and properly carried out by the said agency /Consultant(s) and accordingly discharges this guarantee.
5. We, (indicate the name of the Bank) further agree with the Institute that the Institute shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said agency / Consultant(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Institute against the said agency / Consultant(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Design Consultant(s) or for any forbearance, act of omission on the part of the Institute or any indulgence by the Institute to the said agency / Consultant(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the agency / Consultant(s).
7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Institute in writing.
8. This guarantee shall be valid up to satisfactory completion of work at site and as per successful completion of time schedule period given in RFQ document.....unless extended on demand by the Institute. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.

..... (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday offor.....(indicate the name of the Bank)

Annexure- IV

Form of Contract

THIS CONTRACT is made on day of 2014

BETWEEN

National Agri-Food Biotechnology Institute (NABI) which is a society registered under the Societies Registration Act, XXI of 1860 and having its Office at NABI, Sector 81, (hereinafter called Owner, which expression shall where the context so admits include its successors and permitted assigns) of the one part,

AND

CONSULTANT/AGENCY, having its registered office at (Hereinafter referred to as agency/ CONSULTANT) which expression shall, include its successors and permitted assigns, of the other part.

WHEREAS OWNER intends to have certain work of Preparation & submission of six monthly compliance reports to MOEF/SEIAA/CPCB/PPCB including requisite testing of water, noise, soil, air etc at Sector-81, Mohali (hereinafter referred to as PROJECT),

AND WHEREAS said CONSULTANT/AGENCY is in the business of providing inter-alia management, and technical services for the work and possesses experience, expertise and knowledge in this regard,

AND WHEREAS OWNER has selected CONSULTANT/AGENCY to undertake the said services hereinafter referred to and specified in this CONTRACT as "SERVICES".

AND WHEREAS said CONSULTANT/AGENCY agrees to perform such SERVICES as the terms and conditions for the performance of the said SERVICES as detailed herein.

NOW THEREFORE, in consideration of the premises and the covenants set forth in this CONTRACT, OWNER & CONSULTANT/AGENCY mutually agree and confirm the agreement detailed herein and witnesseth as follows:

Clause -1: CONTRACT DOCUMENT

The following documents shall constitute the CONTRACT in addition to Form of Contract:

1. The Request For Quotation (RFQ) Document
2. Bid submitted by CONSULTANT/AGENCY
3. Letter to Acceptance/Award issues by Owner.
4. All correspondence / Minutes of meetings etc. between NABI & CONSULTANT/AGENCY after the issue of RFQ document till the award of work.

Clause-2 EFFECTIVE DATE OF CONTRACT

This CONTRACT shall be deemed to have come into force with effect from 10th day of issue of letter of Award by NABI

Clause-3 SERVICES TO BE PERFORMED

CONSULTANT shall perform the SERVICES as herein specified upon the general terms and conditions and within time frame specified in the CONTRACT.

Clause-4 REMUNERATION AND CONTRACT PRICE

OWNER shall, in considerations of the SERVICES performed pay to CONSULTANT remuneration as provided in Clause 6.3 (Chapter-6) and as per the payment terms therein specified. The lump sum Fee payable by NABI to CONSULTANT shall constitute the Contract Price.

Clause-5 CONTRACT PERIOD

On signing by OWNER and CONSULTANT this CONTRACT shall be deemed to have come into force from the effective date of CONTRACT i.e. from 10th day of issue of letter of award by NABI and shall remain in force for 6 months beyond the Completion of Construction Work. In the event of increase in the contract period due to circumstances beyond the control of either CONSULTANT /NABI, nothing extra will be payable to CONSULTANT beyond the quoted fee.

Clause-6 ENTIRE CONTRACT

The Contract documents mentioned in Clause-1 hereof embody the entire CONTRACT between the PARTIES hereto, and the PARTIES declare that in entering this CONTRACT they do not rely upon any previous representation, whether express or implied and whether oral or written, or any inducement, understanding or agreement of any kind not included within the Contract documents, and unless herein incorporated all prior negotiations, representations, and/or agreements and understandings relating to the subject matter are hereby treated as null and void.

Clause-7 JURISDICTION & APPLICABLE LAW

Notwithstanding any other Court or Courts having jurisdiction to decide the question(s) forming the subject matter of the reference, any/all actions and proceeding arising out of or relative to the CONTRACT (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil Jurisdiction in this behalf at Mohali and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts. NABI may make any byelaw(s), rules or regulation and carry out any amendment at any stage, in the rules or procedure necessary for the accomplishment of the purpose.

The laws of India for the time being in force shall govern this CONTRACT.

Clause-8 NOTICES

1. Any notice, consent, document or other communication required or permitted to be given under this contract shall be deemed to have been validly served if it is in writing and is signed by an authorized officer of the party giving the notice, and delivered or sent by registered post or by speed mail or courier to the address of the parties set out below or such other address as may be notified as the appropriate address from time to time for the purpose of this contract.

NABI: Executive Director, NABI or his nominee
C-127, Industrial Area,
Phase VIII, SAS Nagar,
Mohali, Punjab -

CONSULTANT:

.....
.....

2. Date of notice of instruction shall be the day on which said notice or instruction is received.
3. Any PARTY may change its notice address at any time by so advising the other PARTY thereof in writing.

IN WITNESS WHEREOF the PARTIES hereto have duly executed this CONTRACT in two originals at the place, and date as follows:

For and on behalf of

NABI

Name

Designation

Place

Date

Witness

1.

2.

For and on behalf of

CONSULTANT

Name

Designation

Place

Date

Witness

1.

2.