

**NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE
MOHALI**



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

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

1.0	General Information	NABI
------------	----------------------------	-------------

TENDER DOCUMENTS

(General Information)

Name of Work: Boring, Supply, Installation & Commissioning of Bore well at Main Campus, Sec. 81, Mohali (Pb.)

Employer: Executive Director, NABI, Mohali.

Tender Issued to: _____

Estimated Cost: Rs.4.97 lacs (Four lacs, nintyseven thousand only)

Tender Cost: Rs.500 (five hundred only)

Performance Guarantee: 5% of the tendered value after award of work
(The PG shall be submitted within 15- days which shall be valid for one year.)

Earnest Money: Rs.10,000 (Ten thousand only)

Completion Period: 1 month

Last date of Sale of tenders: 27/1/2013

Last Date of submission: 28/1/2013 up to 3 pm

Date of Opening of Tender: 28/1/2013 at 3.30pm

(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 private agency who have already executed such execution works of digging, supply and installation cum commissioning of bore wells.

1.1 The work is estimated to cost **Rs. 4.97 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/private 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 supply and installation of bore well by using the specifications resembling with those specified in Schedule-A

2. Agreement shall be drawn with the successful tenderer on prescribed tender format prescribed in Schedule-F on Rs 50 Non- Judicial Stamp Paper. 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.

5. 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 Mohali.

6. 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.

7. 7.1 The tender shall be accompanied by earnest money of Rs 10,000 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 Mohali. No interest will be paid on the earnest money.

7.2 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

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

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

20. 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.

21. Following documents shall accompany the tender:

- i) Demand draft/Deposit at call receipt from a Scheduled Bank towards earnest Money & Tender Fee in favour of National Agri-Food Biotechnology Institute payable at Mohali.**
- ii) Income Tax Certificate for 2 yrs.**
- iii) Completion certificate clearly showing the eligibility of contractor as per pre-qualification criteria.**

22. 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
------------	----------------------------	-------------

NATIONAL AGRI-FOOD BIOTECHNOLOGY INSTITUTE **MOHALI**

Tender & Contract for Works

Tender for the work of:- **Boring, Supply, Installation & Commissioning of Bore well at Main Campus, Sec. 81, Mohali (Pb.)**

- (i) To be submitted by 15-00 hours on.....to 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: M/s.

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 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 'A' 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 National Agri-Food Biotechnology Institute, 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_____

(with rubber stamp of the Contractor affixed)

Witness:

Address:

Occupation:

Phone/Mobile No.

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 SPECIFICATIONS

- Type of drilling method—As per nature of formation below the ground the best suitable drilling methods are either Direct or Reverse Rotary method with drilling diameter of min. 22"/18".
- As per presence of good quality of water or aquifer zone, slots have to be made in PVC pipes to accommodate water at all times. Pipes shall be properly connected by sockets with liquid solvents. Pipe shall be connected at top by MS clamp set.
- The annular space between wall of the bore & casing assembly should be filled by well sorted pea gravel of size 1-3 mm. Additional gravel to be filled after completion of gravel.
- The development of bore well to be recommended/done by high capacity air compressor (Min 300 cfm/150 psi as per IS -2800 Part II).
- The bore well shall be sealed at top up to height of 1' with cement concrete 1:2:4 to avoid percolation of surface run-off in the bore well.
- The bore well should be plugged to bottom by bail plug & top by well cap.
- The pump set should be of approved make, conforming to IS specifications suitable for 415 volts, 3 phase, 50 cycles AC supply having delivery outlet of 3" and suitable for connecting outer MS pipe of at least 5' at height of approx.. 4'.
- The delivery pipe shall be connected at top by clamp sets suitable for outer dia pipe.
- The pump set shall be connected for power supply by PVC insulated copper water proof cable 3C 6mm size.
- Contracting Agency to provide the strata data in log charts showing the depth of filtered layers etc after completion of work.

SCHEDULE B

List Of Approved Makes

<u>Sr. No.</u>	<u>Description of Item</u>	<u>Approved Makes</u>
1.	PVC outer case pipe	Diplast/Finolex/Supreme
2.	GI Pipes Class- B for delivery pipes	Jindal/Tata/Sail
3.	Submersible Pump 15 HP	KSB/Kirloskar/Crompton Greaves
4.	Electrical Copper Wiring 3C 6mm size	Havells/KEI/Polycab
5.	Distribution Panel cum Starter with automatic by pass facility complete with all accessories	L&T/ABB/Havells/BCH

SCHEDULE 'C' (Not Applicable)

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 'D' (Not Applicable)

Tools and plants to be hired to the contractor.

Sr. No	Description	Hire charges per day	Place of Issue

SCHEDULE 'E'

REFERENCE TO GENERAL CONDITION OF CONTRACT

Name of Work	Boring, Supply, Installation & Commissioning of Bore well at Main Campus, Sec. 81, Mohali (Pb.)
Estimated cost of work	Rs.4.97 lacs
Earnest Money	Rs.10,000/-
Performance Guarantee	5% of tendered value
Guarantee General Rules & Directions :	Office inviting tender: SPO, NABI Mohali.
<u>DEFINITIONS:</u>	
Administrative Officer	AO
Accepting Authority	AO /Executive Director
Percentage on cost of material and labour to cover all overheads and profits	15% (Should be included in quote by contractor)
Department	NABI, Mohali
Standard Schedule of Rates	DSR 2012 with up to DATE CORRECTION SLIPS.
Standard contract From	Schedule-F as modified & corrected up to date.
Authority for fixing compensation under clause-2	Executive Director, NABI, Mohali

GENERAL INFORMATION TO CONTRACTORS

S.NO.	DETAILS OF STATEMENT/QUERY	INFORMATION
1	Time allowed for execution of work Authority to give fair and reasonable extension of time for completion of work.	1 Month Administrative Officer, NABI
2	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.
3	Competent Authority for deciding reduced rates	ED, NABI
4	<p>Minimum qualifications and experience required for Principal Technical Representative.</p> <p>a) For works with estimated cost put to tender more than</p> <p style="padding-left: 40px;">i) Rs. 10 lacs for Civil Work</p> <p style="padding-left: 40px;">ii) Rs. 5 lacs for Elec./Mech. Works.</p> <p>b) For works with estimated cost put to tender</p> <p style="padding-left: 40px;">i) more than Rs. 5 Lacs but less than Rs. 10 Lacs for Civil Works</p> <p style="padding-left: 40px;">ii) more than Rs. 1 Lacs but less than Rs. 5 Lacs for Elec./Mech. Works.</p> <p>c) Discipline to which the Principal Technical Representatives should belong.</p> <p>d) Minimum experience of works</p> <p>e) Recovery to be effected from the contractor in the event of not fulfilling provision of clause</p>	<p>Graduate Engineer or retired A.E. possessing at least recognized diploma.</p> <p>Recognised diploma holder.</p> <p>Civil/Elec/Mech.</p> <p>Five Years</p> <p>Rs. 15000/-PM for Graduate Engineer</p> <p>Rs. 10,000/- PM for diploma holder</p>
5	Schedule/statement for determining theoretical quantity of cement and bitumen on the basis of DSR 2012 issued by Chief Engineer, CPWD	Not Applicable

Variations permissible on theoretical quantities (Not Applicable)

- | | |
|---|-----------------|
| a) Cement for works with estimated cost plus/minus. put to tender not more than Rs. 5 Lacs | 3% |
| For works with estimated cost Plus / minus put to tender more than Rs. 5 Lacs. | 2% |
| b) Bitumen for all works | 2.5% Plus/minus |
| c) Steel reinforcement and structural Plus/minus steel sections for each diameter, section and category | 2% |
| 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.		

Note: Reference to DSR 2012 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- F

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 , 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
NABI, Mohali

WITNESS: -----

SCHEDULE 'G'

Detailed Bill of Quantities item wise for quote of rate by contractors

Sr. No.	DESCRIPTION OF ITEM	UNIT	QTY	RATE	AMOUNT
1.	Excavating, boring up to 400'/122m for 22"/18" diameter mechanically with reverse rotary system to accommodate 10" pvc pipe including the cost of materials such as bentonite mud, transportation and supply of strata chart etc.	rmt	122		
2.	Providing and fixing PVC pipe 10" heavy duty 10Kg/sqcm pipe of approved make for external casing of borewell along with the cost of making necessary slots at respective filtered water layers of reputed make such as Diplast/Finolex etc.	rmt	122		
3.	Cleaning development with mechanical air compressor for removing blockage and solid particles/minerals.	lump-sum			
4.	Providing and installation of delivery GI pipe 3" Inner Dia. B Class (76 mtr/ 250 feet) of reputed make such as Jindal, Tata etc conforming to IS:1239 Part-1.	rmt	76		
5.	Providing and installation of submersible pump of capacity 15 HP and capable of extracting water up to 50,000 litres/hour of reputed make such as KSB/Kirloskar/Crompton Greaves.	each	1		
6.	Providing pea gravel of nominal size 1-3 mm.	cft	1200		

7.	Providing, installation and commissioning of distribution panel cum starter with automatic bypass facility complete in all aspects of reputed make L&T, Havells, ABB etc.	each	1		
8.	Providing , installation of 3C copper cable 6mm in bore well for commissioning of submersible pump of reputed make such as Polycab, Finolex, KEI etc.	rmt	152		
	Net Total (inclusive of all taxes)				

Terms & Conditions:-

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 one year.
4. Advance of maximum 75% of award value may be considered against supply of material.
5. Warranty up to 1 year from the date of commissioning of system, if any defect is found in that period contractor to repair the same without any additional expenditure including excavation and lowering of pump etc.
6. Statutory tax deductions as per rules of Govt. shall be deducted.
7. In case of Delay in completion of work within stipulated period, penalty of 1% per week and maximum of 5% shall be levied.
8. External electrical supply cabling and water requirement shall be provided by NABI from existing bore well. However, contractor to check the quantity of water available in existing bore well, if not sufficient, contractor to make his own arrangements.
9. Any digging of earth for fixing of rotary machine or for storage of water shall be made good after completion of work.

**Administrative Officer
NABI**